CITY OF SWEET HOME
CITY COUNCIL
AGENDA

September 27, 2022, 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 not be opportunity for public input via the live stream for this meeting due to staffing. 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, choose option #1 and enter the meeting ID to be logged in to the call. 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.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

a) Approval of Minutes:

i) 2022-08-30 City Council Meeting - SP (pg. 3)

IV. Recognition of Visitors and Hearing of Petitions:

a) Swearing In - City Manager - Kelcey Young

b) Swearing In - Interim Chief of Police - Jason Ogden

c) Presentation - Grove, Mueller, and Swank - FY 21-22 Audit

d) Presentation - Government Portfolio Advisors

V. Old Business:

a) Request for Council Action – Railroad Depot (pg. 5)

VI. New Business:

a) Request for Council Action – New Lease Agreement for Printer/Copier Use (pg. 8)

b) Mountain Fir Right-of-Way Dedication (pg. 14)

c) Request for Council Action - Wastewater Treatment Plant Upgrades Grant Agreement (pg. 21)

d) Request for Council Action - Rio Theater OLCC Liquor License Application (pg. 38)

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.

e) Request for Council Action - Mahler WRF Improvements Project Proposal for Owner-Supplied Equipment (pg. 46)

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)

i) Ordinance Bill No. 5 for 2022 - Ordinance No 1305. Sweet Home Ordinance Repealing Titles 16,17 and Portions of Title 15, Replacing them with a New Development Code, and Adopting Amendments to the Comprehensive Plan, Comprehensive Plan Map, and Zoning Map (pg. 136)

ii) Ordinance Bill No. 6 for 2022 - Ordinance No. 1306 - An Ordinance Annexing Territory within the Urban Growth Boundary and Amending the Official Zoning Map and Declaring a Need for an Expediency Clause (pg. 446)

VIII. Reports of Committees:

Ad Hoc Committee on Health

Administrative and Finance/Property

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report

City Manager's Report

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

Finance Director

i) Utility Billing Assistance Update (pg. 468)

Police Chief

i) Police Department Monthly Report (pg. 469)

City Attorney

XI. Council Business for Good of the Order

a) Comcast Notice 09/2022 (pg. 470)

XII Adjournment

CITY OF SWEET HOME
CITY COUNCIL
MINUTES

August 30, 2022, 9:00 AM
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

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Call to Order

The meeting was called to order at 9:00 AM.

Roll Call

PRESENT
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez

ABSENT
Mayor Greg Mahler
Councilor Susan Coleman
Councilor Dylan Richards

STAFF
City Manager Pro Tem Jeff Lynn
Community and Economic Development Director Blair Larsen

Approval of Minutes

Motion to approve the minutes made by Councilor Trask, Seconded by Councilor Gourley.
Voting Yea: President Pro Tem Gerson, Councilor Trask, Councilor Gourley
Voting Abstaining: Councilor Sanchez

a) 2022-08-23 City Council Meeting Minutes

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Motion to move Ordinance Bill No 5 for 2022 to first reading made by Councilor Gourley, Seconded by Councilor Trask.

Voting Yea: President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez

a) Ordinance Bill No. 5 for 2022 - Ordinance No ____. Sweet Home Ordinance Repealing Titles 16,17 and Portions of Title 15, Replacing them with a New Development Code, and Adopting Amendments to the Comprehensive Plan, Comprehensive Plan Map, and Zoning Map.

Ordinance Bill No. 5 for 2022 was read in its entirety.

Motion to move Ordinance Bill No. 5 for 2022 to second reading made by Councilor Trask, Seconded by Councilor Sanchez.
Voting Yea: President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez

Adjournment

The meeting adjourned at 4:04 PM.

_____
Mayor

ATTEST:

_____
City Manager Pro Tem – Ex Officio City Recorder

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – Railroad Depot
Preferred Agenda:	September 27, 2022
Submitted By:	Greg Springman, Public Works Director
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion ____ Roll Call __X__ Other ____
Relevant Code/Policy:	N/A
Towards Council Goal:	Goal 1.2: Infrastructure Needs
Attachments:	Railroad Depot Ownership Transfer

Purpose of this RCA:

The purpose of this RCA is to seek Council directive regarding the future of the dilapidated Railroad Depot stored at the Public Works Facility.

Background/Context:

The Railroad Depot was originally located where the current McDonald's restaurant is. When that restaurant was constructed, it was moved to a point adjacent to Bi-Mart's current location in the 2000 block of Main Street. Approximately 10 years ago, when Bi-Mart was being developed, several community members were granted approval by the City Council and the property owners to relocate the Railroad Depot onto the current Public Works Facility at 1400 24th Avenue.

In 2013, volunteers placed the Railroad Depot on large timbers to be utilized as "skids", then using heavy equipment, pulled the Depot on the skids along the railroad right-of-way to the northern end of the Public Works Facility.

There is an immediate need for Public Works' staff to relocate the Railroad Depot from its current location. The Railroad Depot currently sits on the access road which will service Linn County's proposed RV Fill/Dump station and FAC's proposed outreach and service center adjacent to the Public Works Facility. Public Works has been tasked with constructing an access road, pedestrian paths and underground utilities.

The Railroad Depot structure is currently exposed to wet conditions and is in a significantly dilapidated state. On May 2, 2022, Public Works Staff attempted to pull the structure on its skids off of the access easement area but were unsuccessful. Due to severe rot of the timbers and sub structure of the Railroad Depot, Staff determined that significant damage would occur if they continued.

To relocate the Railroad Depot, the structure would need to be lifted and secured so that new timber skids could be placed underneath, then set onto the new timbers and dragged out of the way. Building relocation services would be a significant cost to the City—zero funds are currently allocated to this work.

The Challenge/Problem:

Due to its dilapidated condition, Public Works staff cannot relocate the Railroad Depot from it's current location without risking damage to the structure. Staff must relocate the Railroad Depot prior to constructing the proposed access road for Linn County RV Dump Station and FAC's Outreach and Service Center.

Stakeholders:

- Sweet Home City Council – The Council is responsible for will determining the future of public property, including the Railroad Depot.
- Sweet Home Residents – Residents have a historic connection to the Railroad Depot.
- Sweet Home Staff – Staff need clear direction from the City Council on how to proceed.
- Linn County – Linn County has a right to access its property, the proposed RV Dump Station, via an easement on which the Railroad Depot sits.
- FAC – FAC has a right to access its property via the same easement.

Issues and Financial Impacts:

The Railroad Depot structure would need to be lifted and secured so that new timber skids could be placed underneath, then set onto the new timbers and dragged out of the way. Building relocation services would be a significant cost to the City with zero funds currently allocated to this project.

Elements of a Stable Solution:

FAC's Community Outreach and Service Center has been an ongoing concern to the Sweet Home Community and City Council. Relocating the Railroad Depot from its current location would allow for timely constructure on the access road servicing Linn County's RV Dump Station and FAC's Center.

Options:

1. *Option 1 – Do Nothing.* Not recommended. This would impede development of both FAC's site and Linn County's proposed facility.
2. *Option 2 – Construct new "Skids" underneath the Railroad Depot at a significant cost*. There may be a viable usage for the Railroad Depot.
3. *Option 3 – Seek more information before deciding.* Determine if there are community members who would take possession of the Railroad Depot and relocate it.
4. *Option 4 - Demolition.* With approval from the City Council, Public Works staff would demolish the Railroad Depot structure.

Recommendation:

1. Staff recommends *Option 4 - Demolition.*

April 29, 2013

We the undersigned relinquish ownership of the Old Sweet Home Railroad Depoe to the Public Works Department of the City of Sweet Home.

Owner: Ben Dahlenburg Bernie D. Dahlenburg Date: 4-29-13

Owner: Bob Waibel Bob H Waibel Date: 4-29-13

Public Works Director: Michael J. Adam Date 4-29-13

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – New Lease Agreement for Printer/Copier Use
Preferred Agenda:	September 27, 2022
Submitted By:	Matt Brown, Interim Finance Director
Reviewed By:	Kelcey Young, City Manager
Type of Action:	Resolution ___ Motion _X_ Roll Call ____ Other ____
Relevant Code/Policy:	Sweet Home Finance Policies
Towards Council Goal:	Employ sound technology to maximize efficiency.
Attachments:	Pacific Office Automation Agreement

Purpose of this RCA:

The purpose of this RCA is to enter into a new lease agreement for printer/copier use.

Background/Context:

Before the previous Finance Director left, an RFP was completed to review service and cost for copier/printer leases for the city. The city received several responses to which the lowest cost for the city was identified as Pacific Office Automation.

Currently, the city is now on a month-to-month lease as the previous company's contract has expired. The previous company did take part in the RFP, however, was not the lowest cost.

The Challenge/Problem:

There is no challenge/problem. If other departments throughout the city wish to tag along for printers/copiers, this contract allows growth opportunities for the city if this needs to happen.

Stakeholders:

- Stakeholder – Staff; staff use the printers/copiers on a daily basis in their workload. Having a lease as opposed to ownership can be advantageous and save money and potential pitfalls of having current IT staff try to address problems or fix printer errors that can happen regularly.

Issues and Financial Impacts:

As shown in the contract, the fiscal impact will be the base price of the machines and the ongoing costs of color and B&W prints. Staff is very diligent in using multiple computer screens to help reduce printing costs overall. My assumption of a similar number of prints based on

previous years, is that this contract will be about the same as current costs if not a small amount less then what is currently being paid based on per print costs.

Options:

1. *Option #1* – Approve and Sign the contract.
2. *Option #2* – Do not approve the contract and stay month-to-month with current provider
3. *Option #3* – Redo the RFP process for printing services

Recommendation:

My recommendation is Option #1 - approve and sign the contract. I will coordinate with IT staff and staff within the office on the timing of the new equipment installation and the removal of the old equipment by the previous company.

PACIFIC OFFICE AUTOMATION
— PROBLEM SOLVED —

Image Management Contract

No._____

SOLD TO:

City of Sweet Home
CUSTOMER NAME
3225 Main St.
BILLING ADDRESS
Sweet Home | OR | 97368
CITY | **STATE** | **ZIP**
(541) 367-8969
TELEPHONE

ATTENTION

SHIP TO:

City of Sweet Home
CUSTOMER NAME
Various
SHIPPING ADDRESS

CITY | **STATE** | **ZIP**
( )
TELEPHONE

KEY OPERATOR

ORDER DATE	PO#	ORDERED BY	SOLD BY
8/15/2022			McGillivray

QTY	ITEM	TYPE	DESCRIPTION	UNIT PRICE	TOTAL
1	C650i	New	Konica Minolta C650i Color Multifunction - Copy / Print / Scan / Fax (City Hall)		Leased
		Inc.	Staple + Hole Punch + Trifold + Papercut License		
		Inc.	4 x 550 Sheet Paper Trays		
1	C300i	New	Konica Minolta C300i Color Multifunction - Copy / Print / Scan (Court Office)		
		Inc.	Staple + Trifold		
		Inc.	2 x 550 Sheet Paper Trays		
3	C3350i	New	Konica Minolta C3350i Color MFP- Copy / Print / Scan - (1) Public Works / (2) City Hall		
		Inc.	550 Sheet Paper Tray		
		Service:	Includes all consumables, parts & labor.		

Minimum Monthly Payment (plus applicable taxes) $ 379.42 Term 60 Months

Service/Supply Commitment	Models	Monthly Minimum Number of Images	Excess Per Image Charge	Excess Billing Cycle
See Schedule A				☐ Monthly ■ Quarterly ☐ Semi-Annual ☐ Annual

Device Management	
Automated Meter Reading	
Auto Toner Replenishment	
Advanced Scanning	
Security	
MFP Network Support	
Power Filter	
Delivery	
Subtotal	
Sales Tax	
Total	Leased

CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS

*All equipment includes delivery, installation & training.
*The minimum monthly payment & service rates are to remain flat for term.
*POA to handle existing equipment return at no additional charge.
*KM Blitz Promo: POA to issue $1,000.00 rebate check with order signed no later than 8/25/2022.

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

SIGNATURE

TITLE **DATE**

Approved by Pacific Office Automation

BY

TITLE **DATE**

Revision 3.0

SERVICE/SUPPLY COMMITMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide parts and labor service for the equipment purchased or leased hereunder pursuant to the following terms and conditions. POA will provide:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If color toner is included in the Service/Supply Commitment, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Commitment are paper, staples, and network support. Service calls by POA covered under the Service/Supply Commitment will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the minimum monthly payment and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted minimum amount during the billing cycle will be billed to Customer at the agreed to rate. If not noted, excess images will be charged at POA's book rates. If the Service/Supply Commitment combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the Minimum Monthly Payment each year during any term by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Commitment shall continue for the term stated on the front of the Contract. The Service/Supply Commitment shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Commitment.

1. **STANDARD LIMITED WARRANTY:** POA warrants New equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
2. **LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Commitment, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
3. **RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
4. **UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Commitment, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

GENERAL TERMS & CONDITIONS

(1) Unless provided, the terms of sale are ten (10) days net. POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Commitment; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Commitment.
(2) If equipment is delivered to Customer before final payment, Customer shall grant to POA a security interest in the equipment and agrees to execute and deliver all documentation necessary to perfect such interest.
(3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed.
(4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in Customer's computers and/or Network.
(5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.
(6) DISCLAIMER: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.
(7) Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not recommending any particular option, and POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

Schedule A - Service & Supply Usage Rates

Models	Konica Minolta C650i	Konica Minolta C300i	Konica Minolta C3350i
Cost per Copy - Black	$0.0068	$0.0075	$0.015
Cost per Copy - Color	$0.045	$0.047	$0.065

Service & Supply: Includes all consumables, parts & labor

Customer Signature Date

PACIFIC OFFICE AUTOMATION
— PROBLEM SOLVED —

PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

TOTAL IMAGE MANAGEMENT℠ TB

Schedule No. _____

Master Agreement No. _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
(1) Konica Minolta C650i Color Copier		
(1) Konica Minolta C300i		
(3) Konica Minolta C3350i		

☐ See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) 3225 Main St;1950 Main St; 1400 24th Ave; Sweet Home OR, 97386

SUPPLIER

Pacific Office Automation, Inc.
Name

14747 NW Greenbrier Pkwy
Address

Beaverton | OR | 97006
City | State | Zip

TRANSACTION TERMS

Minimum Monthly Payment $ 379.42 Term 60 months
(plus applicable taxes)

❍ Minimum Monthly Payment includes estimated applicable personal property and other similar taxes.

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	Usage (C650i)	.0068
Color Images	Usage (C650i)	.045
Black Images:	Usage (C300i)	.0075
Color Images:	Usage (C300i)	.047
Black Images:	Usage (C3350i)	.015
Color Images:	Usage (C3350i)	.065

Excess Per Image Billing Preference (monthly if not checked)

☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually

Supplier Fuel/Freight Fee $_____ per month
(Not to exceed $75.00 per month)

The following additional payments are due on the date this Schedule is signed by you:

Security Deposit $_____
Advance Payment *$_____ *Applied to: ☐ first ☐ last
(plus applicable taxes)

Document Fee $75.00 (included on first invoice)

CUSTOMER ("You")

Sweet Home, City of
Full Legal Name

Trade / DBA

3225 Main Street
Billing Address

Sweet Home, | OR | 97386
City | State | Zip

Contact Name | Phone | E-mail Address

By: X _____
Signature of Authorized Signer

Name: _____
Please Print

Title: _____

Date: _____ Fed Tax ID: _____

"**Master Agreement**" shall mean the above referenced Master Agreement. "**Schedule**" shall mean this Schedule. "**TIM Agreement**" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE TIM AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE TIM AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THE TIM AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TIM AGREEMENT TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THE TIM AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

OWNER ("We", "Us")

Pacific Office Automation, Inc.

By: _____

Name: _____

Title: _____

Date: _____

POA 1702(c) Sched TB (OR) 11/13

REQUEST FOR COUNCIL ACTION

Title:	Mountain Fir Right-of-Way Dedication
Preferred Agenda:	September 27, 2022
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:	SH Charter, Chapter I, Powers of the City
Towards Council Goal:	Aspiration I: Desirable Community
Attachments:	CED Director-Planning Commission Mountain Fir Dedication Memo Mountain Fir Dedication Planning Commission Packet

Purpose of this RCA:

The purpose of this RCA is to seek Council action regarding a proposed road dedication.

Background/Context:

Mountain Fir Street is a private road that was built to provide access to the Wiley Creek assisted living facility. Unlike many private roads in the City, it was built according to City specifications so that it eventually could become a dedicated right-of-way, if the property owners so choose.

In 2021, Samaritan Health Care sold the Wiley Creek assisted living facility to Mosaic Development Services, as well as most of the undeveloped property along Mountain Fir Street. Samaritan retained adjacent property on the corner of 49th Avenue and Main Street in order to build an urgent care center, which is now under construction. Mosaic is building a memory care center on their newly acquired property, and also plans to expand the existing assisted living facility. They are also developing plans for the undeveloped property to the east. Mosaic has proposed to dedicate Mountain Fir Street and Mountain Fir Court to the City.

City staff have evaluated the proposal and found that the street meets the City's requirements to accept. While there is no existing sidewalk along the south side, there is also no development on the south side of the street, therefore City staff recommend a development agreement with the property owners that they will build a sidewalk along the south side of the street if and when development on the south side of an extended Mountain Fir Street occurs. Staff also recommend that the property owners retain a two-foot-wide strip of property along the south side of the proposed right-of-way so that responsibility for maintain the sidewalk and any landscaping on the south side remains with the current property owners. Otherwise, the

property owner to the South, Spring Terrace Homeowners' Association, would become responsible for that maintenance. Both Mosaic and Samaritan have indicated that they agree with these conditions.

Typically, road dedications are reviewed as part of the subdivision process, making this proposal a bit unusual. The Planning Commission reviewed the proposal and voted to recommend that the City Council accept the dedication, with the condition that a sidewalk be constructed on the south side of Mountain Fir Street. City Staff view this condition as unnecessary due to the lack of development accessing the south side of Mountain Fir Street.

Since a roadway dedication is not a land use decision but is a question of whether or not the City accepts responsibility for the roadway, all that is required from the City Council is a motion authorizing Staff to proceed.

The Challenge/Problem:

Should the City accept the proposed right-of-way dedication of Mountain Fir Street and Mountain Fir Court?

Stakeholders:

- Sweet Home City Council – The City Council has the authority to authorize the dedication of property to the City, including right-of-way dedications. The Council also has oversight over the City's financial commitments.
- Samaritan Healthcare and Mosaic Development Services – The current property owners have an interest in access to their properties via public roads.
- Sweet Home Citizens – Citizens deserve good road access to public and commercial facilities, especially healthcare services.

Issues and Financial Impacts:

This proposal does not include any immediate financial impacts, however it would transfer responsibility for maintenance of the roadway to the City.

Elements of a Stable Solution:

A stable solution is one that meets the needs of developers, while allocating City resources responsibly.

Options:

1. *Do nothing* – Leave Mountain Fir Street and Mountain Fir Court in their current state as private roads.

2. *Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with the conditions that the existing property owners retain a two-foot-wide strip along the south side of Mountain Fir and sign a development agreement that a sidewalk will be constructed when future development occurs along the south side of an extended Mountain Fir Street*.

3. *Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with the conditions that the existing property owners retain a two-foot-wide strip along the south side of Mountain Fir and construct a sidewalk along the south side of an extended Mountain Fir Street*.

4. *Authorize the City Manager to sign documents accepting the roadway dedication in some other form (specify).*

Recommendation:

1. Staff recommends option 2: *Authorize the City Manager to sign documents accepting the roadway dedication of Mountain Fir Street and Mountain Fir Court with the conditions that the existing property owners retain a two-foot-wide strip along the south side of Mountain Fir and sign a development agreement that a sidewalk will be constructed when future development occurs along the south side of an extended Mountain Fir Street*.

MEMORANDUM

TO: Sweet Home Planning Commission
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: September 1, 2022

SUBJECT: Mountain Fir Street Right-of-Way Dedication

As you are aware, Mosaic Development Services, the owners of the Wiley Creek Assisted Living facility and the Wiley Creek Memory Care facility that is now under construction are seeking to dedicate a public right-of-way to the City that is currently two private roads, known as Mountain Fir Street and Mountain Fir Court. When the existing infrastructure was built, it was constructed to meet City specifications so that it could eventually be dedicated over to the City.

When the Planning Commission discussed the matter at their August 4th meeting, commissioners expressed two concerns: maintenance of any landscaping on the south side of the roadway, and the construction of a sidewalk on the south side of the roadway where none currently exists. Staff have investigated options and discussed the matter with Mosaic, and I believe we have come to an agreement that meets all the Planning Commission's concerns.

First, Mosaic has agreed to retain a strip of land on the south side of the roadway, bordering the strip of land owned by the neighboring homeowners' association. By retaining this strip of land, Mosaic would also be retaining responsibility to maintain the landscaping on the south side of the roadway.

Second, given the lack of any development on the south side of Mountain Fir Street, City Staff believe that a sidewalk is not necessary at this time. City practice has been to require sidewalks on streets where development is present, and to allow developers to enter into development agreements with the City to construct such sidewalks when development occurs. We have suggested such an agreement to Mosaic, and they have indicated that they are willing to commit to building a sidewalk on the south side of Mountain Fir when future development occurs on that side of an extension of the street.

Staff recommends that the Planning Commission approve the dedication of Mountain Fir Street and Mountain Fir Court under these conditions.

MEMORANDUM

TO: Planning Commission
FROM: Angela Clegg, Associate
DATE: Planner July 28, 2022
SUBJECT: Mountain Fir Street Dedication of Right-Of-Way

Mid-Valley Health Care has submitted a request letter to dedicate a portion of Mountain Fir Street to the City of Sweet Home (Exhibit A).

Statement from Joe Graybill, Staff Engineer: Regarding the request from Mosaic to have the roadways of the private street, Mountain Fir Street and Mountain Fir Court, be dedicated to the City for public road purposes. The road and utilities were built to city standards in 1996 and appear to be in good condition. Public Works will also need to look at it.

The design drawings from September 1996 had details indicating the roadway structure is to City standards at the time. The cross-section details indicate a 52-foot Right-Of-Way width, with notes for "future" north and south right-of-way lines. The roadway base rock is 9" deep, 3-1/2" of Asphalt Concrete paving, with curb and gutter system with catch basins and 12" stormwater pipelines. A sidewalk is on the north side only with the residences and main building, on both sides in the cul-de-sac, while the south side has only a grass landscape area since there are no building structures to access.

The other utilities of water and sewer are built to city standards as well and are in easements on private properties. The 8" sewer and the 10" and 8" water system were constructed in 1996. The water system is already a city utility. The sewer system is currently a private collection network – the entire property was under single ownership at the time. With the recent change of ownership of the lots, the sewer system may be evaluated if intended to change.

The dedication of the roadway to future right-of-way property line boundaries, would include all utility services below ground.

Exhibits:

A: Request Letter from Mid-Valley Healthcare, Inc.

B: Subject Property Map

DocuSign Envelope ID: B64B0B7E-591B-4C85-86B3-5B8372FC4AA7

EXHIBIT A

July 20, 2022

City of Sweet Home
Planning Commission
3225 Main Street
Sweet Home, OR 97386

Re: Dedication of a Portion of Mountain Fir Street

To Whom It May Concern,

Please consider this letter as a request for a portion of Mountain Fir Street to be dedicated to the City of Sweet Home. The portion of interest is from the intersection of 49th Avenue extending east to the eastern terminus just beyond Mountain Fir Court as well as the entirety of Mountain Fir Court from Mountain Fir Street to its terminus to the north.

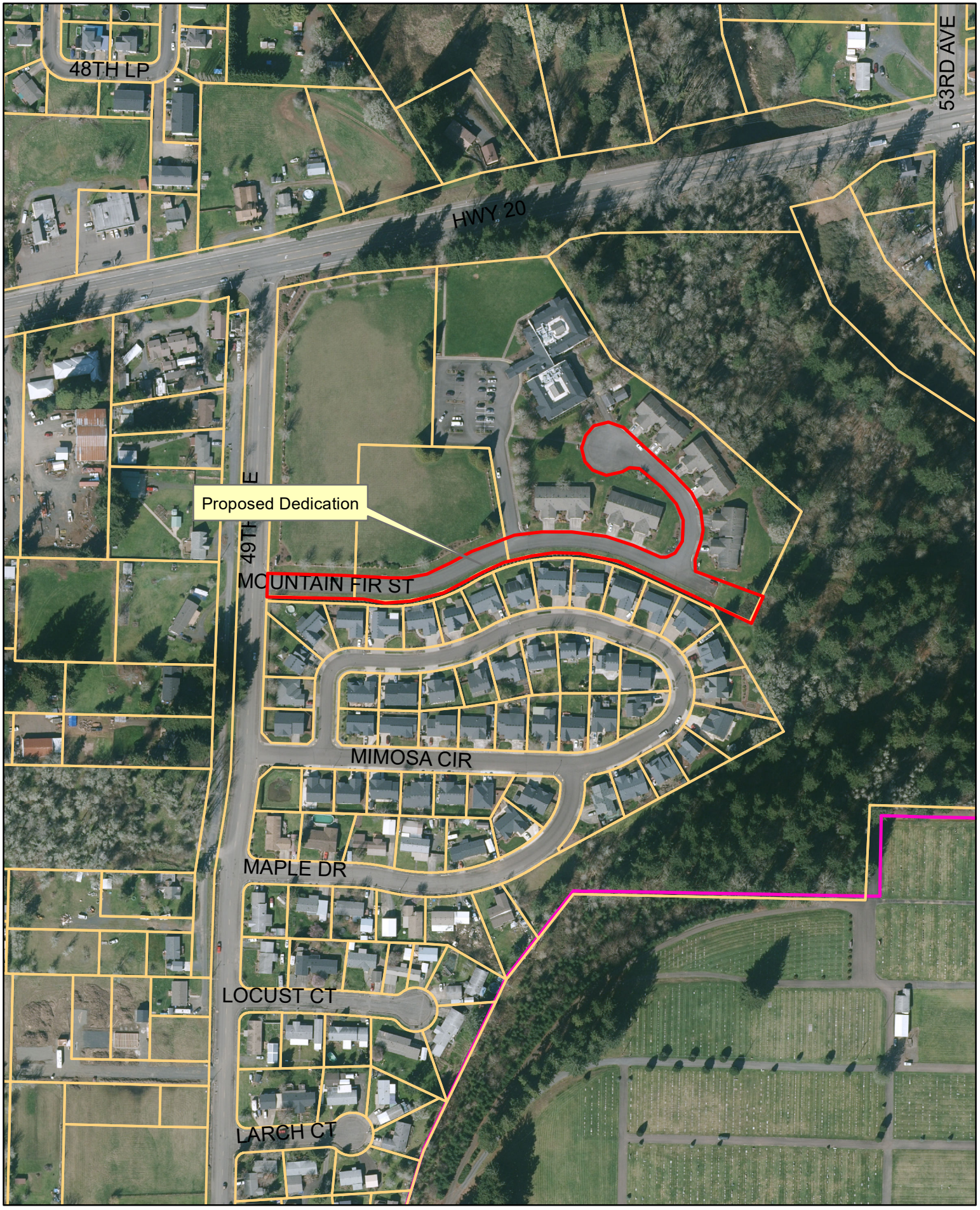
The described portion of the road has been built to City standards.

DocuSigned by:
X Marty Cahill
0FCAC0844A764CD...
Mid-Valley Healthcare, INC.,
Marty Cahill, CEO

X
Sweet Home AL, LLC
Douglas Sproul, Manager

X
Sweet Home MC, LC
Douglas Sproul, Manager

EXHIBIT B



N

1 inch = 250 feet

Proposed Dedication of Right-Of-Way
Mountain Fir Street

Date: 7/28/2022

REQUEST FOR COUNCIL ACTION

Title:	Wastewater Treatment Plant Upgrades Grant Agreement
Preferred Agenda:	September 27, 2022
Submitted By:	Matt Brown, Finance Director Pro-Tem Greg Springman, Public Works Director
Reviewed By:	Christy Wurster, City Manager Pro-Tem
Type of Action:	Resolution ___ Motion ____ Roll Call __X__ Other ____
Relevant Code/Policy:	N/A
Towards Council Goal:	Goal 1.2: Infrastructure Needs
Attachments:	Oregon Business Development Department – WWTP Upgrades - Grant Agreement Contract Sweet Home Deposit Option Notice Sweet Home Checklist of Contract Documents and Instructions Sweet Home Distribution Schedule Sweet Home Authorization Signature Card

Purpose of this RCA:

Review the $7.0 million intergovernmental grant agreement from the State of Oregon and the Oregon Business Development Department.

Background/Context:

The City of Sweet Home's (City) Wastewater Collection System and Wastewater Treatment Plant (WWTP) serve a population of approximately 9,800 residents in the community of Sweet Home. The WWTP is located at 1357 Pleasant Valley Road in the City of Sweet Home. The plant was initially constructed and placed into service in 1947. The City made treatment plant improvements in 1974, and again in 1994. The City of Sweet Home in now actively engaged in a major project to upgrade the Wastewater Treatment Plant. Total project cost is now estimated at $48.0 million for full upgrade of which $3.2 million is allocated to the final design phase. Another $879,670 is allocated for construction services during construction.

Since 2017, the City has been actively searching for funding resources to pay for the rehabilitation project. An initial one-stop, a meeting combining available loan resources in one room, brought the Department of Environmental Quality, the U.S. Department of Agriculture and Business Oregon to the table with proposals including low interest loans and grants. The City also completed an application to lobby the Oregon Legislature and obtain funding through state legislature funds that will be used to cover nearly all the final design costs.

The State of Oregon, through its Oregon Business Development Department has drafted an intergovernmental agreement authorizing the City to draw funds allocated as determined in the attached Sweet Home Disbursement Schedule.

The Challenge/Problem:

How does the City of Sweet Home finance a $48.0 million major infrastructure project without adequate reserves to cover 100% of the project internally?

Stakeholders:

- City of Sweet Home Citizens- Citizens are the primary stakeholder of the City's sewer system and pay the rates associated with the usage of the system. Grants and reserves reduce the City's need to obtain loans to finance the project thereby keeping sewer rates lower in the future while upgrading a critical resource in the community.
- City of Sweet Home Businesses- Like citizens, Sweet Home businesses also pay to use the City's sewer system and are impacted by increasing rates necessary to cover major loans.
- City of Sweet Home Staff- Staff benefit from the grants obtained to update the aging WWTP which aids in keeping costs low and provides staff with greater efficiencies in operating the new plant (saving time and financial resources).
- City of Sweet Home City Council - The Sweet Home City Council is responsible for the fiscal stability of the city's operations which includes the sewer funds and associated rates. Grants reduce necessary loans which in turn, limits the necessary utility fee increases in the future.

Issues and Financial Impacts:

Acceptance of the $7.0 million grant from the State, along with the City's wastewater funds set aside in reserves allows the City fund 100% of the WWTP Upgrades Phase I. The City has also applied for federal funding for the project from USDA for approximately $30 million, and is seeking to secured financing for WWTP Upgrades Phase 2.

Elements of a Stable Solution:

Approve and secure any grant and outside resource funding available to protect the community and improve the WWTP.

Options:

1. *Do Nothing.* The City would not be able to draw from the $7.0 million available grant funds requiring in-house financing or short-term loans to cover costs.
2. *Move to authorize the Mayor and City Manager to sign an intergovernmental agreement with the Oregon Business Development Department.* The City would begin drawing from the allowed funds cover WWTP Phase I construction costs.
3. *Reject the intergovernmental agreement presented and negotiate new terms.* Council could direct staff to reject the current proposal and negotiate new terms with the OBDD office.

Recommendation:

Staff recommends *Option 2 – Move to authorize the Mayor and City Manager to sign an intergovernmental agreement with the Oregon Business Development Department.* The best thing for all stakeholders and the general community would be for the Council to accept the terms listed. The City would begin drawing from the allowed funds cover WWTP Phase I construction costs.

Recipient: City of Sweet Home

Project Number: C2021657

CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1. ☐ **Contract** signed and dated by the authorized official. Please return signature page only.
2. ☐ **Signature Card** with certification by the authorized official. Please return the complete document.
3. ☐ **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.
4. ☐ **Disbursement Schedule Form**. The contract contains a condition that requires submittal of an estimated schedule of disbursement requests. Submittal must occur prior to the first disbursement of funds. The attached form in Excel format may be used to provide the required information and includes anticipated number, submission dates, and amounts.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200 SALEM OR 97301-1280

City of Sweet Home	93-6002263
Recipient	Federal Tax ID Number
Wastewater Treatment Plant Upgrades	C2021657
Project Name	Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

☐ **Use New EFT Account:** A **Direct Deposit Form (SFMS ACH-1)** *completed by Financial Institution Representative* has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services
SFMS Operations / ACH Coordinator
155 COTTAGE ST NE STE U60
SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

☐ **Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

☑ Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number 4543.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s)	Kelsey Young	Matthew Brown
Signature(s)		
Title(s)	City Manager	Interim Finance Director

September 27 2022	541-367-5128	
Date	Telephone Number	Fax Number

GRANT AGREEMENT

Project Name: Wastewater Treatment Plant Upgrades

Project Number: C2021657

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and the City of Sweet Home ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

Pursuant to Oregon Laws 2021, Chapter 560, (the "Act"), OBDD is authorized to make an award to assist in financing the costs of completing the Project.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: $12,230,858.

Grant Amount: $7,000,000

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 30 June 2023

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Conditions Precedent. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient; and

(2) Such other certificates, documents, opinions, and information as OBDD may reasonably require.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Default or Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project

C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

D. Unexpended Grant Moneys. Any Grant moneys disbursed to Recipient, and any interest earned by Recipient on the Grant moneys, that are not used as set out herein or that remain after the Project is completed or this Agreement is terminated shall be immediately returned to OBDD.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.

B. Organization and Authority.

(1) The Recipient is a Municipality, and validly organized and existing under the laws of the State of Oregon.

(2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.

(3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body that was adopted in accordance with applicable law.

(4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid, and binding, and enforceable in accordance with their terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Defaults.

(1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.

(2) The Recipient has not violated and has not received notice of any claimed violation of any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

H. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings, or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road, water, and wastewater systems of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) Oregon Tax Laws, (as defined in Section 5.G).

(2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.

(3) State labor standards and wage rates found in ORS Chapter 279C.

(4) [Reserved]

These laws, rules, regulations, and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.

(2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.

(3) Permit OBDD to conduct inspection of the Project at any time.

(4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.

(6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.

(7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. The Project will be owned by Recipient for not less than ten years following the Project Close-Out Deadline. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended, or supplemented.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Close-Out Deadline. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. For a period of not less than ten years following the Project Close-Out Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage, or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating, and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.

G. Sales, Leases and Encumbrances. For a period of not less than ten years following Project Close-Out Deadline, except as specifically described in Exhibit B (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for

purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.

H. Books and Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

I. Inspections; Information. The Recipient shall permit OBDD, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments, and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.

J. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers, and records until the issues are resolved.

K. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

L. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

N. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.

O. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 7 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:

(1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.

(2) Barring Recipient from applying for future awards.

(3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract

(4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold, or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this

Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

(1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:
Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient:
City Manager
City of Sweet Home
3225 Main St.
Sweet Home, OR 97386

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to

recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules, or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

Signature page follows.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development
Department

CITY OF SWEET HOME

By: _____
Chris Cummings, Deputy Director

By: _____
Kelcey Young,City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 25 August 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Financing Proceeds" means the proceeds of the Grant.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient will complete prep work at the wastewater treatment plant which includes but is not limited to demo of existing buildings and preparation for new structures and paths. The Recipient will also complete the first phase of construction for the wastewater treatment plant which includes but is not limited to upgrading influent pump station, a new electrical and blower building and new site electrical, SCADA instrumentation and controls. The Recipient will also use a portion of the Grant Amount to complete phase one engineering and get through 60% of phase two.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	**Other / Matching Funds**
Activity	Approved Budget	Approved Budget
Engineering/Architecture	$2,290,858	$0
Construction	$4,709,142	$3,650,858
Construction Contingency	$0	$1,580,000
Legal	$0	$0
Total	$7,000,000	$5,230,858

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
Recipient **City of Sweet Home**	**Project Number** **C2021657**

Signatures of Delegated Authorized Individuals to Request Payments
(Two signatures are required to request disbursement of funds)

Greg Springman - Public Works Director Typed Name and Title (1) a _____ Signature (Highest Elected Official must **not** sign here)	**Kelsey Young - City Manager** Typed Name and Title (1) b _____ Signature (Highest Elected Official must **not** sign here)
Additional Signatures (if desired)	
Matt Brown - Interim Finance Director Typed Name and Title (1) c _____ Signature (Highest Elected Official must **not** sign here)	Typed Name and Title (1) d _____ Signature (Highest Elected Official must **not** sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. **Greg Mahler - Mayor - 9/27/2022** Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must **not** be listed in item (1) a through (1) d above)	**Agency Use Only: Date Received:**

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item #	Explanation
(1) a-d	Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
(2)	Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
(3)	Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
775 SUMMER ST NE STE 200
SALEM OR 97301-1280

Proposed Disbursement Schedule

Project Name:	**Wastewater Treatment Plant Upgrades**
Recipient:	**City of Sweet Home**
Project Number:	**C2021657**
Award Amount:	**$7,000,000**

#	Month / Year	Amount ($)	Activities Associated with Disbursement
1	August 2022	$1,800,000	West Yost Engineering Services (thru 6/30/22)
2	Sept 2022	$100,000	Phase 1 Bidding & Contracts, Phase 2 Design
3	Oct 2022	$150,000	Phase 1 Bidding & Contracts, Phase 2 Design
4	Nov 2022	$200,000	Phase 1 Construction, Phase 2 Design
5	Dec 2022	$400,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
6	Jan 2023	$600,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
7	Feb 2023	$750,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
8	Mar 2023	$750,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
9	Apr 2023	$750,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
10	May 2023	$1,000,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
11	June 2023	$500,000	Phase 1 Construction, Phase 1 Owner-Supplied Electrical Equipment, Phase 2 Design
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
		$7,000,000	**$0**
		TOTAL	**REMAINING FUNDS**

REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: September 27th, 2022 **SUBMITTED BY:** Jason Ogden, Captain **REVIEWED BY:** Jeff Lynn, Chief of Police	**TITLE:** OLCC New Liquor License **ATTACHMENTS:** OLCC Application	**TYPE OF ACTION:** _ RESOLUTION ☑ MOTION _ OTHER
RELEVANT CODE/POLICY: ORS 471.166	**TOWARD COUNCIL GOAL:** 4: Economic Strength	

PURPOSE OF THIS MEMO: The Rio Theatre is applying for a new liquor license. The current owner, Erika Baham, has applied for an "Full On-Premises" liquor license. The location of the business is 1439 Main Street, Sweet Home.

BACKGROUND/CONTEXT: The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. The Rio Theatre is applying for a new liquor license. As with any new liquor license, the owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. The owner, Erika Baham, has applied for a Full On-Premises liquor license. This type of license allows liquor, beer, and wine to be sold for on premises consumption only. This type of license is appropriate for this type of business.

The Police Department received this investigation September 14th, 2022 and has conducted an investigation into this request. As part of the investigation the owner, Erika Baham, was contacted. The business has a concession sales area directly south of the main doors. The alcohol is to be stored and sold from behind that counter. The business will have adult employees (18 and over) who will have their OLCC server's licenses. The business is aware that only those with a license can conduct alcohol sales.

The business has an automated system set up and ready to use. The system consists of alcohol input devices that are position high on the west wall of the sales concession area, unreachable by patrons. There will be two alcohol dispensing machines, which allow an employee to select the type of alcoholic beverage, and automatically measures and pours the contents of the beverage. The wall devices would hold liquor bottles upside down and allow the controlled transfer of alcohol from the bottles to the dispensing machines once a beverage is selected by an employee.

The business plans to use clear cups with lids, which are different from the opaque cups currently used for soft drinks, and the patrons would be required to keep the alcohol on the premises, within the enclosed structure of the building. Patrons will not be allowed to order more than two shots of alcohol (for mixed drinks) per showing.

The business as well is also considering installing a small beer dispensing machine (keg), and something similar for wine, but would store and serve them from behind the counter in the concession area as well.

OLCC was also contacted, and I did not see any concerns listed from them on the application.

Based upon review of the investigation, we did not observe any issues with the current or intended alcohol service/sales plan.

I found no reason to recommend denial to the Sweet Home City Council.

STAKEHOLDERS:

- *Rio Theatre* - A liquor license and the ability to sell liquor, beer, and wine as part of a theatre business.
- *Citizens/Community* – Rio Theatre creates additional opportunities and choices for the community.

ISSUES & FINANCIAL IMPACTS:

- Denial of an OLCC liquor license could have a negative impact on sales for Rio Theater.
- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

OPTIONS:

1. *Do Nothing*.
2. *Direct further investigation prior to City's recommendation*
3. *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Rio Theatre.*

RECOMMENDATION:

Staff recommends option #3 **-** *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Rio Theatre.*

Blumenshine 20220618?

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM
RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:
☐ Brewery 1st Location
Brewery Additional location (2nd) ☐ (3rd) ☐
☐ Brewery-Public House (BPH) 1st location
BPH Additional location (2nd) ☐ (3rd) ☐
☐ Distillery
☐ Full On-Premises, Commercial
☐ Full On-Premises, Caterer
☐ Full On-Premises, Passenger Carrier
☒ Full On-Premises, Other Public Location
☐ Full On-Premises, For Profit Private Club
☐ Full On-Premises, Nonprofit Private Club
☐ Grower Sales Privilege (GSP) 1st location
GSP Additional location (2nd) ☐ (3rd) ☐
☐ Limited On-Premises
☐ Off-Premises
☐ Warehouse
☐ Wholesale Malt Beverage & Wine
☐ Winery 1st Location
Winery Additional location (2nd) ☐ (3rd) ☐ (4th) ☐ (5th) ☐

CITY AND COUNTY USE ONLY

Date application received and/or date stamp:

Name of City or County: _____

Recommends this license be:
☐ Granted ☐ Denied

By: _____

Date: _____

OLCC USE ONLY

Date application received: 05/06/2022

Date application accepted: 05/06/2022

License Action(s): N/O

2. Identify the applicant(s) applying for the license(s). ***ENTITY (example: corporation or LLC) or INDIVIDUAL(S)***[1] applying for the license(s):

Rio Theatre, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)
Rio Theatre

4. Business Address (Number and Street Address of the Location that will have the liquor license)
1439 Main Street

City	County	Zip Code
Sweet Home	Linn	97386

[1] **Read the instructions on page 1 *carefully*.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Rio Theatre			
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) PO Box 121			
City Sweet Home	State OR	Zip Code 97386	
9. Phone Number of the Business Location 541-367-7419	**10.** Email Contact for this Application and for the Business sales@sweethomerio.com		
11. Contact Person for this Application Erika Baham	Phone Number 541-401-9975		
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one ***INDIVIDUAL who is authorized to sign for the entity*** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. ***Applicants are still responsible for all information on this form.***

App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
Erika S. Baham	Erika S Baham	March 25, 2022	
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)

OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

CCH 07/12/2022 ZB

1. Name (Print):	Baham (Last)	Erika (First)	Sue (Middle)

2. Other names used (maiden, other): Robeck

3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐
If yes, you must list your SSN: 565-75-2898

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a).

4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☑

5. Date of Birth (DOB):	Aug (mm)	24 (dd)	1969 (yyyy)

6. Driver License or State ID #: 5008732 7. State OR

8. Contact Phone: 541-401-9975

9. E-mail Address: erika@be-accountable.net

10. Mailing Address:	PO Box 121 (Number and Street)	Sweet Home (City)	OR (State)	97386 (Zip Code)

11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?

No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.

OREGON LIQUOR CONTROL COMMISSION

INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, **currently hold** or **have you previously held** a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, ***may not*** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Baham (Last)	Erika (First)	Sue (Middle)

Signature: Erika S Baham **Date:** March 25, 2022

This box for OLCC use ONLY

N Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Rio Theatre, LLC Phone: 541-367-7419

Trade Name (dba): Rio Theatre

Business Location Address: 1439 Main Street

City: Sweet Home ZIP Code: 97386

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	1:30	to	9:00
Monday	5:30	to	9:00
Tuesday	5:30	to	9:00
Wednesday	2:30	to	6:00
Thursday	5:30	to	9:00
Friday	6:30	to	10:00
Saturday	1:30	to	10:00

Outdoor Area Hours:

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

The outdoor area is used for:

- ☐ Food service Hours: _____ to _____
- ☐ Alcohol service Hours: _____ to _____
- ☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☑ Yes ☐ No If yes, explain: Often we are closed Tuesdays and Thursdays.

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☑ Other: Movies/cinema

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

Restaurant: _____ Outdoor: _____

Lounge: _____ Other (explain): Theatre (2 screens)

Banquet: _____ Total Seating: 200

OLCC USE ONLY

Investigator Verified Seating: ___(Y) X (N)

Investigator Initials: ZB

Date: 07/12/2022

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Erika A Bahrami **Date:** March 25, 2022

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action - Mahler WRF Improvements Project proposal for owner-supplied equipment
Preferred Agenda:	September 28, 2022
Submitted By:	Trish Rice, Engineering Tech 2
Reviewed By:	Christy Wurster, City Manager Pro Tem Greg Springman, Public Works Director
Type of Action:	Resolution ___ Motion _X_ Roll Call ___ Other ___
Relevant Code/Policy:	N/A
Towards Council Goal:	1.1 Develop specific steps for implementation of the adopted infrastructure master plans.
Attachments:	Integrator of Record proposal for owner-supplied equipment

Purpose of this RCA:

Staff is requesting Council authorization to proceed with purchasing owner-supplied equipment for the Mahler Water Reclamation Facility Improvements Project, Phase 1, to be installed by the Phase 1 construction contractor upon delivery.

Background/Context:

The City has been in design for wastewater treatment plant capacity and process improvements to meet DEQ requirements since 2018. Phase 1 was out to bid at the time of this writing with bid opening on September 22. The Phase 1 construction contract includes installation of owner-supplied equipment along with the heavy construction elements. This request pertains to the owner-supplied equipment.

A detailed description of the pre-ordering plan has been prepared by our Integrator of Record, The Automation Group (TAG), and reviewed by our Engineer of Record, West Yost. TAG solicited bids for the equipment as detailed in the attached proposal and evaluated the bids in coordination with West Yost to ensure compatibility with the project design intent.

The proposal will cost $2,461,967.77 which includes purchasing the motor control centers, main plant switchgear, backup power generator; control software; in-house manufacturing of the plant control panels; and integration services for all of the above. It also includes performance & payment bonds, and a 4% contingency provide for any minor issues during installation.

The proposal is a task order under the City's existing contract with TAG. West Yost has provided a letter of recommendation.

The equipment will be provided to the Phase 1 construction contractor as owner-supplied equipment, to be installed by the construction contractor. (The Aug 8 staff report erroneously reported equipment being installed in Phase 2.) The construction contract is currently planned for a 12-month duration, however due to the quoted lead times, a change order to extend the construction contract will probably be needed.

The Challenge/Problem:

To make efficient use of limited funds to complete needed wastewater treatment improvements and satisfy DEQ requirements and state funding timelines.

Stakeholders:

- *City Residents*. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- *Council Members*. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- *Public Works Department Staff.* This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.
- *Management Team*. Comprised of five department heads, each with a responsibility to the citizens and City Manager to run their day-to-day operations as efficiently as possible.
- *Oregon DEQ*. The WWTP upgrade project is required to comply with DEQ regulations.

Issues and Financial Impacts:

The proposal will cost $2,461,967.77. Due to quoted lead times, a change order to extend the construction contract will probably be needed.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed facility improvements and make full use of the funding from the State of Oregon for this project.

Options:

1. *Option 1 – Do Nothing.* This will result in project delays and regulatory action by DEQ.
2. *Option 2 – Move to authorize staff to execute the task order with The Automation Group as presented.* Staff will execute the task order authorizing TAG to proceed with equipment purchases.
3. *Option 3 – Move to negotiate the task order with The Automation Group.* Staff will revisit the task order with TAG to address Council's concerns, then bring it back to Council to reconsider approval. This may result in cost increases due to fluctuating market prices.

Recommendation:

Staff recommends *Option 2 – Move to authorize staff to execute the task order with The Automation Group as presented.*

WEST YOST
Water. Engineered.

5 Centerpointe Drive
Suite 130
Lake Oswego OR 97035

503.451.4500 phone
530.756.5991 fax
westyost.com

September 21, 2022

Project No.: 936-50-21-09
SENT VIA: EMAIL

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

SUBJECT: Mahler WRF Owner-Provided Electrical Equipment Recommendation of Award

Dear Mr. Springman:

The Automation Group (TAG) was contracted as the City's Integrator-of-Record through a competitive selection process in 2021. In this role, TAG provides SCADA programming, controls and other services at the City's Mahler Water Reclamation Facility (MWRF).

In their role as the City's Integrator-of-Record, TAG has been working with West Yost's design team on the MWRF Improvements Project (Project). The Project has been broken into two phases to assure the City is able to fully utilize $7 Million in outside grant funding. The City will receive and open bids for the MWRF Phase 1 Improvements Project on Thursday, September 22, 2022, at 2PM. The Phase 2 Improvements are currently being designed and will be advertised for Bids in 2023. A major element of the MRWF Phase 1 Improvements is construction of the Main Electrical and Blower (MEB) Building that will house the main electrical equipment for the plant.

To mitigate risk associated with current market conditions and long equipment order lead times, West Yost recommends that the major electrical equipment items listed below be procured by the Owner rather than having the Phase 1 Contractor procure the equipment. Under this approach, the following electrical equipment would be procured by TAG through their Integrator-of-Record contract, including:

- MRWR Phase 1 Motor Control Centers
- MWRF Main Switchgear
- MWRF Standby Generator
- MRWF Phase 1 SCADA, Controls and Programming Services

TAG's proposal for providing the electrical equipment and special services listed above is included as Attachment A and totals $2,461,967.77. Following is an overview of the bid process and pricing for each of the items described above.

MWRF PHASE 1 MOTOR CONTROL CENTERS

Motor Control Centers (MCCs) are the main breakers supplying power and control of motors located throughout the MWRF. Two (2) MCCs are included in the MWRF Phase 1 Improvements: MCC 200 and MCC 300. MCC 200 is located in the MEB Building along with the Main Switchgear. MCC 300 is located in the South Electrical Building (SEB) on the lower plant site that is the existing electrical building serving the MWRF. The SEB will be remodeled and re-purposed as part of the MWRF Phase 1 Improvements.

West Yost and TAG recommend the City proceed sole-source procurement of Allen Bradley Intellicenter MCCs for the MWRF Improvements Project for the following reasons:

- MCCs at the City's water treatment plant (WTP) are Allen Bradley, providing advantages in matching the existing architecture and SCADA controls at both City's major treatment facilities and helping to streamline communications and controls to maximize the ability of staff to operate and maintain both facilities.
- Allen Bradley MCCs can pass large amounts of data for motoring, alarming and predictive modeling to identify problems before they cause downtime. Data is native across the system and allows profiles to be added on through simple check boxes. Other MCCs will only provide simple start stop functions and require high end gateways requiring additional programming to provide the same alarming and diagnostic data that is native to Allen-Bradley MCCs. As a result, programming costs for Allen-Bradley MCCs will be lower than other MCC options.
- Allen Bradley Intellicenter MCCs come with highly beneficial diagnostic software to display on SCADA that is not provided by other MCC suppliers.
- The MWRF has space constraints throughout the design that can be met by Allen-Bradley MCCs but is not assured with other MCC suppliers.
- Allen Bradley Intellicenter MCCs have a huge installation base in the Western United States, including over 70 percent of municipal wastewater treatment plants. As a result, Allen-Badley offers a large service network and local spare parts available to the City when issues arise at the MWRF.

West Yost recommends the City proceed with sole-source procurement of Allen-Bradley MCC 200 and MCC 300 and supplied as Owner-provided equipment through The Automation Group serving as the City's Integrator-of-Record in the amount of $539,580.00.

MWRF MAIN SWITCHGEAR

The main switch gear is the equipment that receives power from the utility transformer and distributes it to MCCs located throughout the MWRF. TAG received two (2) bids for the main switchgear from Siemens and Eaton, as summarized in Attachment A.

Eaton submitted the lowest bid and had the lowest lead time, but they also took exception to West Yost's design that requires a single unit that simplifies installation and minimizes work required by the electrical sub-contractor. West Yost's team estimates the additional cost for installation of the Eaton switch gear is $45,000 to $70,000. This would need to be negotiated as a change order with the MWRF Phase 1 Contractor, which carries additional pricing risk.

Siemens submitted a bid that complies with the West Yost electrical design to deliver the switchgear as a single unit that will be easy for the electrical sub-contractor to install and will not require a change order. While the Seimens lead time is longer, TAG has confirmed that is an actual lead time based on current market conditions.

West Yost recommends the City proceed with procurement of MWRF main switchgear from Siemens for $462,748.50.

MWRF STANDBY GENERATOR

A new 900 KW standby generator is required for the MWRF improvements. TAG obtained bids from four (4) companies for the generator as summarized in Attachment A. The lowest bid was received from Cummins, which is a highly reputable company providing generators similar in size at municipal facilities throughout the Western United States. Lead times are in a similar range for all four suppliers.

West Yost recommends the City proceed with procurement of the MWRF 900 KW standby generator from Cummins in the amount of $327,690.00.

MRWF PHASE 1 SCADA, CONTROLS AND PROGRAMMING SERVICES

As the City's Integrator-of-Record, TAG will provide owner-supplied controls and programming for the MWRF Improvements Project. West Yost recommends this approach, so the City has more control of the overall facility integration at the MWRF and the City's water treatment plant. Services to be provided by TAG are summarized in Attachment A.

West Yost recommends the City proceed with Owner-supplied controls and programming provided by TAG, the City's Integrator-of-Record, in the amount of $968,308.39.

TAG TOTAL CONTRACT AMOUNT AND ADDITIONAL COSTS

In addition to the above items, TAG has also included line items in their proposal for the following:

- **Bonds:** Performance and Payment Bonds in the amount of $71,707.80.
- **Owner-Controlled Contingency:** A contingency budget in the amount of $91,933.08 is included in TAG's proposal. Contingency funds will be used to address design modifications of the electrical equipment as Phase 2 design is finalized and will only be used if authorized by the City.

Based on the above discussion, West Yost recommends the City proceed with procurement of Owner-provided electrical equipment in the amount of $2,461.967.77. The proposed equipment procurement contracts for these equipment and services between the City and TAG are included in Attachment B.

Sincerely,
WEST YOST

Preston Van Meter, PE
Project Manager
RCE #51615PE

cc: Steven Haney, City of Sweet Home Utilities Manager
Trish Rice, City of Sweet Home Engineering Technician
Brooke Barry, West Yost Deputy Project Manager
Bill Schilling, West Yost MWRF Phase 1 Design Manager
Jane Costello, West Yost MWRF Phase 2 Design Manager
Gary Jenks, The Automation Group
Ben Perry, Landis Consulting Electrical Project Manager
Mark Boettcher, Landis Consulting Electrical Project Engineer

Attachment A. The Automation Group (TAG) Proposal

Attachment B. Procurement Task Order

Attachment A

The Automation Group (TAG) Proposal

The Automation Group, Inc.
www.tag-inc.us
CCB #172838
Phone: 541-359-3755

Quote #220919G
Sept. 19, 2022

Trish Rice
City of Sweet Home

RE: Sweet Home WWTP - Phase 1 Owner Supplied Equipment

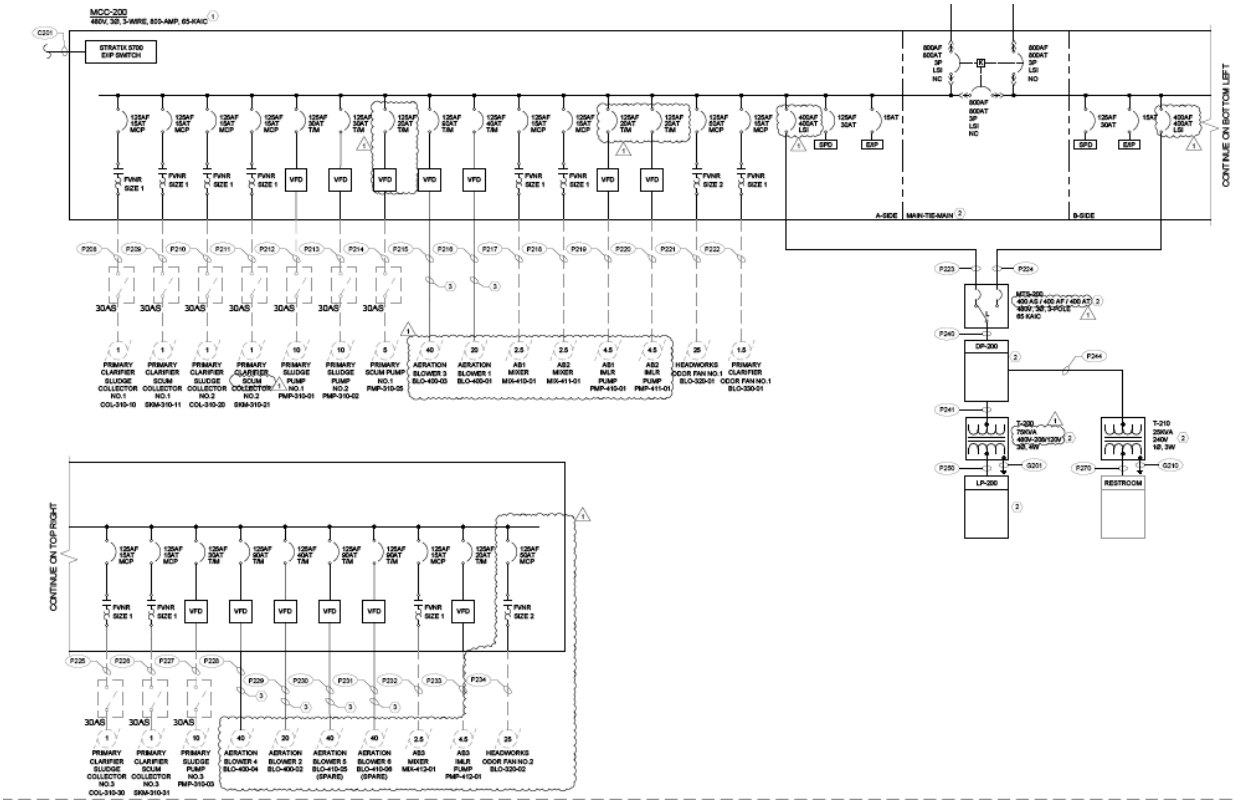
Project Scope:
TAG is providing a Quote to supply the following Materials and services for Phase 1 of the Waste Water Treatment Facility.

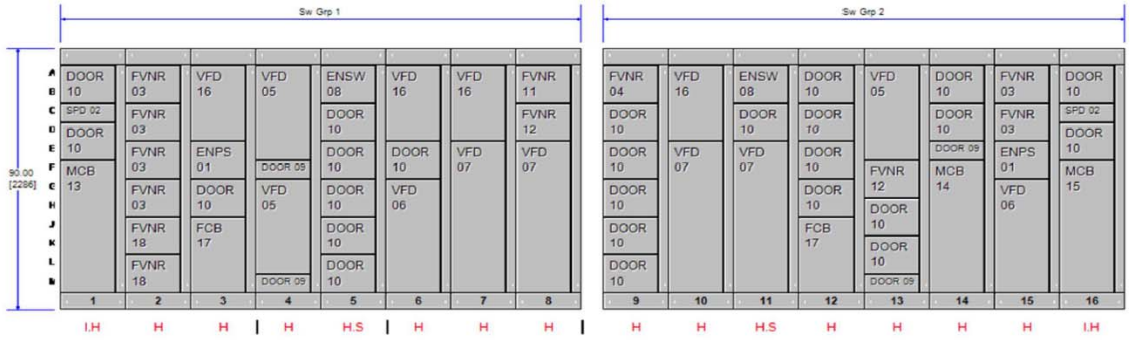
Fee Schedule:

Items	Cost $
PHASE 1	
MCCs 200 & 300 (42 to 44 Weeks Lead Time)	$539,580.00
Switch Gear - Siemens	$462,748.50
Generator - Cummins	$327,690.00
SCADA, Panels, Software & Services	$968,308.39
Owner Controlled Contingency (4%)	$91,933.08
Performance and Payment Bonds (3%)	$71,707.80
Phase 1	**$2,461,967.77**

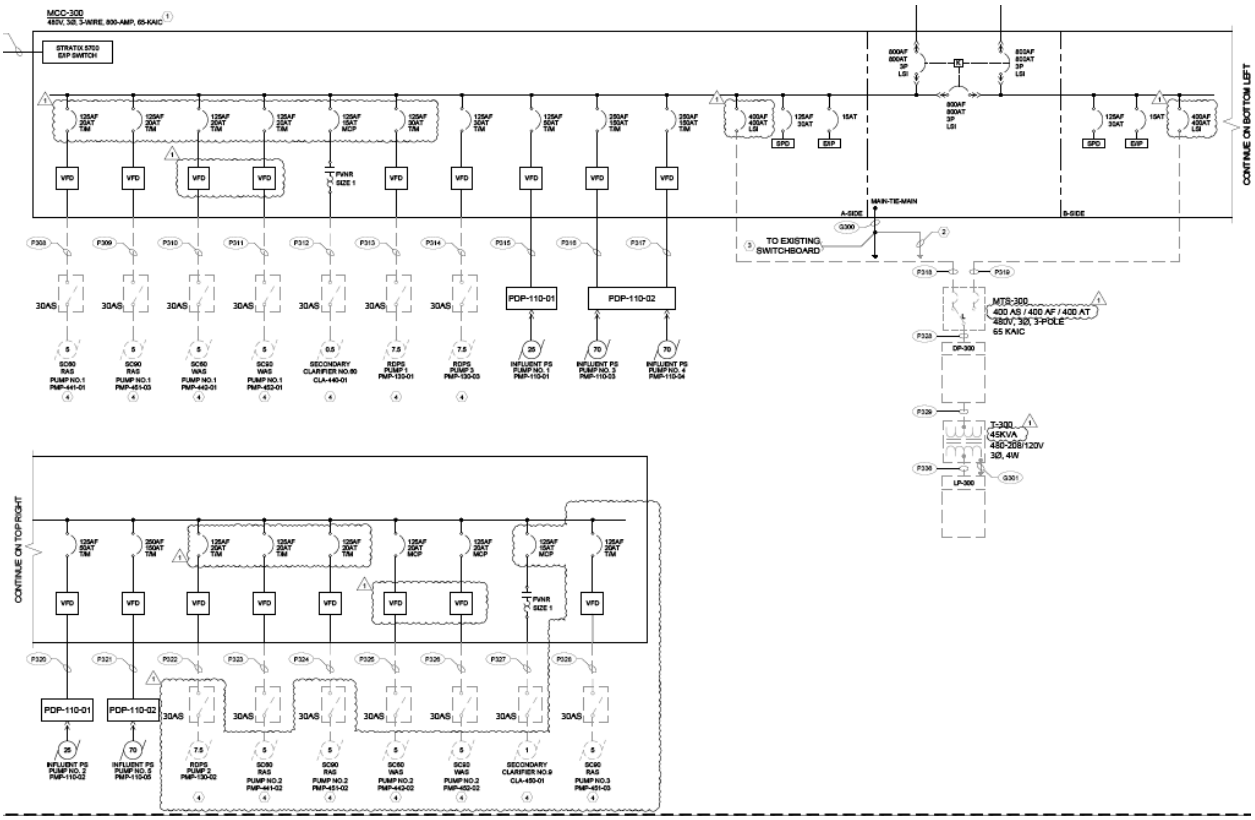
1. MCCs 200 & 300:

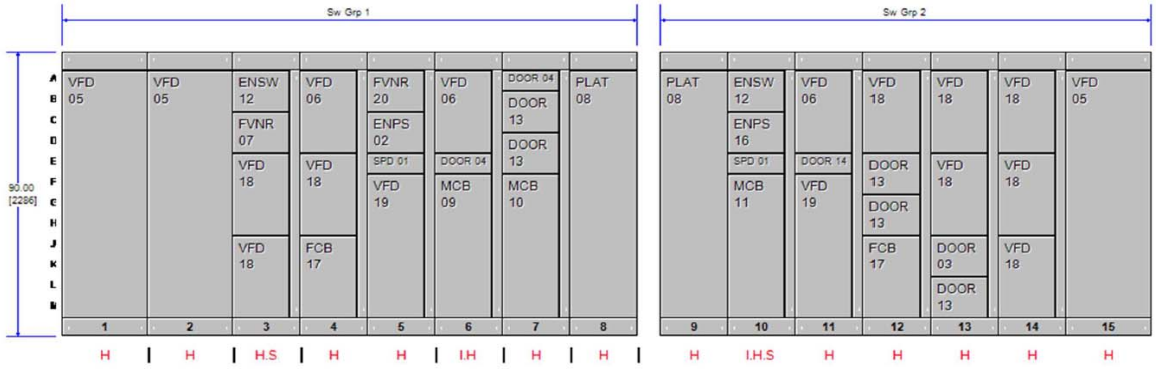
- MCC 200 – per Electrical Engineers 1-line below





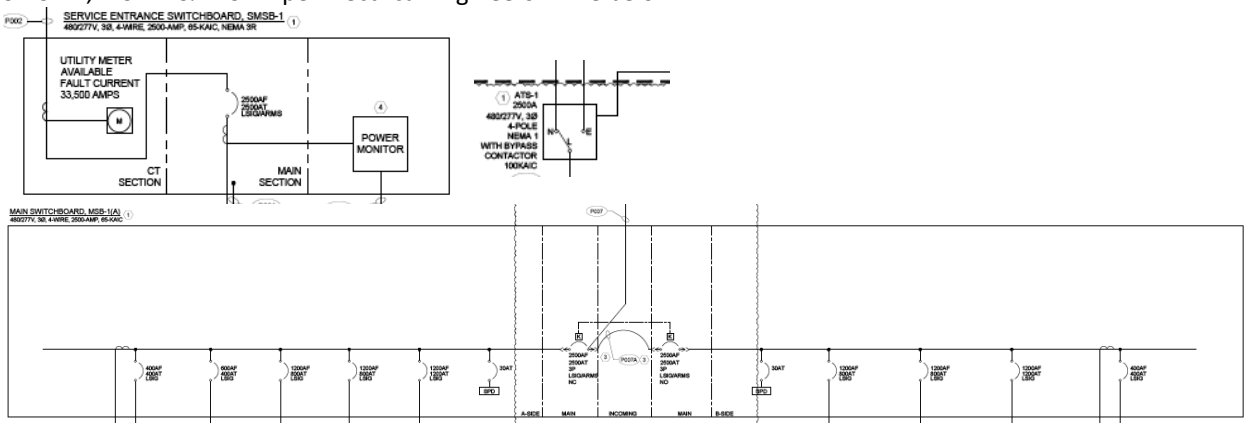
- MCC 300 – per Electrical Engineers 1-line below





2. Switch Gear:

- SMSB-1, MSB-1 & ATS-1– per Electrical Engineers 1-line below



- **Bidding area comparisons**
-

Switch Gear	Cost $	Lead Times
PHASE 1		
Siemens	$462,748.50	61-63 Weeks
Eaton * See Notes Below	$384,814.15	48-50 Weeks
Square D (Requested Bid - No Response)	No Bid	

- **Notes:**
  - Eaton took an exception to 1 complete lineup and will require a Change Order from the Electrical Contractor to provide and install a tie between the separate sections onsite. Anticipated costing could be between $45-70k depending on approach and material pricing at that time.

3. Generator:

- Cummins
  - DQFAC, Commercial Diesel Generator Set, 900kW Standby 60Hz
    - U.S. EPA, Stationary Emergency Application
    - 900DQFAC, Diesel Genset, 60Hz, 900kW
    - Duty Rating - Standby Power (ESP)
    - Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency
    - Fuel Tank - Sub Base, 1500 Gallon, UL142 Compliant
    - Compliance - Fuel Tank
    - Listing, ULC - S601 - 07
    - Listing - UL 2200
    - Alarm - High Fuel Fill
    - Fuel Tank Connection - Dual Stub Up
    - Control Mounting - Left Facing
    - PowerCommand 3.3 Controller, Paralleling Capable

- Analog Meters - AC Output
- LCD Control Display
- Stop Switch - Emergency, Externally Mounted
- Signals - Auxiliary, 8 Inputs/8 Outputs
- Relays - Paralleling Circuit Breaker Control
- Control Display Language - English
- Circuit Breaker or Entrance Box or Terminal Box - Left Only
- Circuit Breaker - 1600, Left, 3P, UL 600, IEC 415, UL Serv Ent 100%
- Circuit Breaker or Entrance Box or Terminal Box, Right-None
- Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011
- Bottom Entry, Left
- Load Connections-None
- Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Left
- Engine Air Cleaner - Normal Duty
- Engine Cooling - Radiator, Enhanced High Ambient Air Temperature, Ship Fitted
- Shutdown - Low Coolant Level
- Sight Glass - Coolant Level
- Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature
- Voltage - 277/480, 3 Phase, Wye, 4 Wire
- Test Record - Strip Chart
- Test Record - Safety Shutdowns
- Cummins Certified Test Record
- Standby 5 Year 2500 Hour Parts+Labor+Travel
- Alternator - 60Hz, 3 Phase, Wye, Extended Range, 105/80C
- Literature - English
- Packing - None, Base Mounted Housing
- Alternator Heater, 120 Volt AC
- Steel Sound Attenuated Level 2 Enclosure, with Exhaust System
- Enclosure Color - Green, Steel
- Vibration Isolators - Earthquake Certified
- Cooling Air Outlet - Horizontal, Sound Attenuated

- Battery Group34: C34-HC
- Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz 1
- Telematics – Cloud - Wi-Fi + Cellular + Ethernet connectivity – Modbus + J1939 (Private – NA variant)
- Startup Service and 4-Hr Load Bank Test, Demonstration and Testing

- **Bidding area comparisons**

Generator	Cost $	Lead Times
PHASE 1		
MTU - 1000kw	$353,952.75	70-80 Weeks
Cummins - 900kw	$327,690.00	64-72 Weeks
Cat - 1000kw	$495,173.90	70-80 Weeks
Kohler - 900kw	$377,051.65	56-58 Weeks

4. Breakdown of SCADA, Panels, Software & Services

Items	Cost $
PHASE 1	
Harmonic Filters	$142,204.40
Main Rack in Admin - MR100	$320,352.77
Network Panels - NIP 100,200,300,400	$127,846.84
CP300 Main Control Panel	$54,719.66
Software, Thin Clients and HMI - Eng PC - KVMs	$136,634.72
System Setup, Device Scanning, Area Programming P1, PM, Reports	$126,550.00
Startup Services - Onsite Testing, Certification, System Online	$51,600.00
Project Closeout - O&Ms - As-Builts	$8,400.00

Harmonic Filters:

- Harmonic Filters – VFD Harmonic Mitigation – w/Rockwell UI Connection

Network Rack MR100:

- Stratus Redundant Server Hardware
  - HMI
  - Historian
  - Asset center
  - Directory Server
  - Thin Manager Server
  - Dream Reports
- AB Control Logix Redundant PLC System
- Fiber Patch Panel
- Copper Patch Panel
- Fiber/Copper Switches
- TosiBox for Remote Communications
- Hardware Alarm Dialer
- UPS
- KVM

Network Panels - NIP 100,200,300,400:

- Fiber Patch Panel
- Copper Patch Panel
- Fiber/Copper Switches
- UPS

CP300 Main Control Panel:

- PLC Remote Chassis
- Power Supplies
- Thin Client

Software, Thin Clients and HMI - Eng PC - KVMs:

- HMI Server Software for Stratus Server
    - HMI
    - Historian
    - Asset center
    - Directory Server
    - Thin Manager Server
    - Dream Reports
- Engineering Workstation
    - Studio Software (For HMI DEV)
    - Studio 5000 (For PLC Dev)
    - FTView Client
- Lab HMI Thin Clients with Keyboard, (2) Monitors and Mouse

System Setup, Device Scanning, Area Programming P1, PM, Reports:

- Project Management
- Contractor interface for Controls
- System Design Setup
    - MCC Config and Scanning for PLC tree with AOPs
    - Switch Gear Scanning for PLC tree with AOPs (Power Monitor)
    - Main HMI Network Panel Server
    - Software loading and configuration
    - VFD Setup AOPs and Mapping
    - SCADA Screen Symposium with Operations
    - MCC Design

- System Programming Phase 1
    - Process PLC Programming
    - Process HMI Programming
    - Dream Reports Programming

Startup Services - Onsite Testing, Certification, System Online:

- Startup Services
    - I/O Checkout with Contractor
    - PLC Startup
    - HMI Startup
    - VFD Certified Startup

Project Closeout:

- O&Ms
- As-Builts

Clarification/Exclusions:

- Generator Fuel to be Provided by City
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Thank you,

Gary Jenks

Gary Jenks
(541) 912-3766
gjenks@tag-inc.us

Attachment B

Procurement Task Order

City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386

Mahler Water Reclamation Facility (MWRF)

Owner-Provided Electrical Equipment Procurement Task Order

Task Order Document for the provision of Goods and Special Services to be provided by the City Integrator-of-Record – The Automation Group, Inc (TAG)

September 2022

WEST YOST
Water. Engineered.

5 Centerpointe Dr #130,
Lake Oswego, OR 97035
(530) 756-5905
FAX (530) 756-5991

MWRF Owner-Provided Electrical Equipment Procurement Task Order
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Sample AIS Certification Forms

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P520 – AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT TASK ORDER

This Procurement Agreement is by and between **the City of Sweet Home** ("Buyer") and **The Automation Group, Inc.** ("Seller") for the Mahler Water Reclamation Facility (MWRF) Improvements Project.

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Task Order and the Supplementary Conditions of the Procurement Task Order.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT TASK ORDER

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Task Order Documents. The Goods and Special Services are generally described as follows:

1. **Goods and Special Services:** Provision of electrical equipment including:

a. MWRF Phase 1 Motor Control Center (MCC) 200 and MCC 300

b. MWRF Main Switchgear

c. MWRF Standby Generator

d. MWRF Phase 1 SCADA, Controls and Programming Services, and Startup Services.

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Mahler Water Reclamation Facility Improvements Project (Project).**

1.03 *Engineer*

A. Buyer has retained **West Yost Associates, Inc.** ("Engineer"), to prepare Procurement Task Order Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Task Order Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

The Point of Destination is designated as: **Mahler Water Reclamation Facility, 1357 Pleasant Valley Road, Sweet Home, OR 97386.**

ARTICLE 2—PROCUREMENT TASK ORDER TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Task Order Documents, are of the essence of the Procurement Task Order.

2.02 *Schedule of Procurement Task Order Times*

A. The following schedule sets forth the Procurement Task Order Times:

Milestone	Date or Days	Notes
MWRF Phase 1 MCC 200 and MCC 300	**308**	Timeframe includes submittal reviews by Engineer and re-submittals by Seller.
MRWF Main Switchgear	**294**	Delivery timeframe offered by Seller following Submittal and Shop Drawing favorable review.
MWRF Standby Generator	**504**	Notice to Proceed for commencement of Special Services shall be issued separately by the Buyer.
SCADA and Control Panel hardware	**540 Days**	Following Buyer NTP for commencement of Special Services
SCADA Programming Services	**540 Days**	Final Inspection and Acceptance will be determined by the Buyer following installation of Goods.

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall base procurement of electrical equipment on MWRF Phase 1 final Task Order documents dated August 2022.

B. *Engineer's Review*: It is the intent of the parties that provision of Goods and Special Services under this Procurement Task Order will be based on the MWRF Phase 1 100% Design Documents issued by the Engineer. It is acknowledged that MWRF Phase 2 design will be ongoing and that some Shop Drawings and Submittals may be required related thereto. Parties agree that an Owner-Controlled Contingency of $91,933.08 included in the Budget will be used to address equipment modifications related to MRWF Phase 2 design.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Task Order. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $200 for each Day that expires after the time specified in Paragraph 2.02 for Delivery of Goods to the Point of Destination following approval of Submittals and Shop Drawings.

ARTICLE 3—PROCUREMENT TASK ORDER PRICE

3.01 *Procurement Task Order Price and Total Price*

A. The Procurement Task Order Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

B. Buyer shall pay Seller a Lump Sum of **$2,461,967.77 (two million four-hundred sixty-one thousand, nine-hundred sixty-seven dollars and seventy-seven cents)** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Task Order Documents.

C. The Procurement Task Order Price is comprised of a combination of Goods and Special Services as follows:

1. Goods shall include Motor Control Centers 200 and 300, MWRD Main Switchgear, MWRD Standby Generator and Control Panel Hardware. The Task Order Amount allocated for Goods is $2,111,776.89.

2. Special Services shall include MWRF Phase 1 SCADA programming, trouble-shooting and other services associated with completion and commissioning of the MWRD Phase 1 Improvements Project. The Task Order Amount allocated for Special Services is $186,550.00.

3. Performance and Payment Bonds. The Task Order Amount allocated for Bonds is $71,707.80.

4. Owner-Controlled Contingency. The Task Order Amount allocated for Contingency is $91,933.08.

3.02 *Procurement Task Order Price and Total Price—Based on Attached Bid*

A. For furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents, Buyer shall pay Seller the prices stated in Seller's Bid, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **No alternates.**

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. **Payment Schedule 1 for Goods:** Seller may submit an Application for Payment requesting the stated percentage of Procurement Task Order Price for MCC 200, MCC 300, Main Switchboard and Standby Generator based upon the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Advance for purchase of Goods provided with proof of purchase	60
2. Freight on Board (FOB) delivery of Goods to Point of Destination along with provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Task Order Documents.	40
Total Procurement Task Order Price for Goods (Lump Sum)	**100**

B. **Payment Schedule 2 for Special Services:** Seller may submit an Application for Payments on a monthly basis for SCADA Programming and other Special Services up to 100% of the Task Order Amount allocated for Special Services.

C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest as the rate of 6 percent per annum.

ARTICLE 5—RESERVED

ARTICLE 6—PROCUREMENT TASK ORDER DOCUMENTS

6.01 *List of Procurement Task Order Documents*

A. The Procurement Task Order Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Task Order.
3. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
4. Exhibits to this Procurement Agreement (enumerated as follows):
    a. Attachment A, The Automation Group Phase 1 Owner Provided Equipment Letter Proposal
    b. Mahler WRF Improvements Project Phase 1 Final Task Order Documents dated August 2022 (bound separately).
5. The following which may be delivered or issued on or after the Effective Date of the Procurement Task Order and are not attached hereto:
    a. Change Orders;
    b. Change Directives; and
    c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Task Order Documents other than those listed above.

D. The Procurement Task Order Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Task Order Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Task Order.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Task Order.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Task Order Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Task Order Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Task Order.

7. Seller's entry into this Procurement Task Order constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Task Order Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Task Order. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Task Order execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Task Order to the detriment of Buyer, (b) to establish bid or Task Order prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Task Order.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Task Order. If Buyer (Project Owner) assigns this Procurement Task Order to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Task Order.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Task Order is **September 28, 2022**.

Buyer	Seller
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	

P610 – PERFORMANCE BOND FOR PROCUREMENT TASK ORDER

Seller	**Surety**
Name: **The Automation Group, Inc.** Address *(principal place of business)*: **4678 Isabelle Street** **Eugene, OR 97402**	Name: **KPD Insurance** Address *(principal place of business)*: **KPD Insurance** **1111 Gateway Loop, Springfield, OR 97477**
Buyer Name: **City of Sweet Home** Mailing address *(principal place of business)*: **1400 24th Ave** **Sweet Home, OR 97386**	**Procurement Contract** **Description *(name and location)*:** furnishing electrical equipment and special services **Project:** Mahler Water Reclamation Facility Improvements Project **Point of Destination:** 1357 Pleasant Valley Road, Sweet Home, OR 97386 **Procurement Contract Price:** $2,461,967.77 **Effective Date of Procurement** September 28, 2022

Bond

Bond Amount: **$2,461,967.77**

Date of Bond: **September 28, 2022**

(Date of Bond cannot be earlier than Effective Date of Procurement Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 15

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Seller as Principal	Surety
(Full formal name of Seller)	*(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Task Order, which is incorporated herein by reference.

2. If the Seller performs the Procurement Task Order, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Buyer Default under the Procurement Task Order, the Surety's obligation under this Bond will arise after:

    3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Task Order, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;

    3.2. The Buyer declares a Seller Default, terminates the Procurement Task Order, and notifies the Surety; and

    3.3. The Buyer has agreed to pay the Balance of the Procurement Task Order Price in accordance with the terms of the Procurement Task Order to the Surety or to a seller selected to perform the Procurement Task Order.

4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Task Order;

    5.2. Undertake to perform and complete the Procurement Task Order itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a Task Order for performance and completion of the Procurement Task Order, arrange for a Task Order to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Task Order, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Task Order Price incurred by the Buyer as a result of the Seller Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:

        5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Task Order, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Task Order. Subject to the commitment by the Buyer to pay the Balance of the Procurement Task Order Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Task Order;

   7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Task Order, actual damages caused by delayed performance or non-performance of the Seller.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Task Order, and the Balance of the Procurement Task Order Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Task Order or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Procurement Task Order Price*—The total amount payable by the Buyer to the Seller under the Procurement Task Order after all proper adjustments have been made including allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Task Order.

    14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Task Order or to perform and complete or comply with the other material terms of the Procurement Task Order.

    14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Task Order.

    14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Task Order.

    14.5. *Procurement Task Order*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Task Order Documents and changes made to the Procurement Contract.

    14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Task Order.

    14.7. *Procurement Task Order Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **None**

P615 – PAYMENT BOND FOR PROCUREMENT TASK ORDER

Seller	**Surety**
Name: **The Automation Group, Inc.** Address *(principal place of business)*: **4678 Isabelle Street** **Eugene, OR 97402**	Name: **KPD Insurance** Address *(principal place of business)*: **KPD Insurance** **1111 Gateway Loop, Springfield, OR 97477**
Buyer Name: **City of Sweet Home** Mailing address *(principal place of business)*: **1400 24th Ave** **Sweet Home, OR 97386**	**Procurement Task Order** **Description *(name and location)*:** furnishing electrical equipment and special services **Project:** Mahler Water Reclamation Facility Improvements Project **Point of Destination:** 1357 Pleasant Valley Road, Sweet Home, OR 97386 **Procurement Task Order Price:** $2,461,967.77 **Effective Date of Procurement** September 28, 2022

Bond

Bond Amount: **$2,461,967.77**

Date of Bond: **September 28, 2022**

(Date of Bond cannot be earlier than Effective Date of Procurement Task Order)

Modifications to this Bond form:

☐ None ☐ See Paragraph 17

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Seller as Principal	Surety
_____ *(Full formal name of Seller)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Task Order, which is incorporated herein by reference, subject to the following terms.

2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Task Order, then the Surety and the Seller shall have no obligation under this Bond.

3. If there is no Buyer Default under the Procurement Task Order, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Task Order, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.

4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct Task Order with the Seller

        5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct Task Order with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Buyer to the Seller under the Procurement Task Order will be used for the performance of the Procurement Task Order and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Task Order are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.

10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Procurement Task Order. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Procurement Task Order or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Task Order, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Task Order or to perform and complete or comply with the other material terms of the Procurement Task Order.

    16.2. *Claim*—A written statement by the Claimant including at a minimum:

        16.2.1. The name of the Claimant;

        16.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Task Order;

16.2.4. A brief description of the labor, materials, or equipment furnished;

16.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Task Order;

16.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.2.7. The total amount of previous payments received by the Claimant; and

16.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.3. *Claimant*—An individual or entity having a direct Task Order with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Task Order. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement, architectural and engineering services required for performance of the work of the Seller and the Seller's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Task Order.

16.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Task Order.

16.6. *Procurement Task Order*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Task Order Documents and all changes made to the Procurement Task Order.

16.7. *Procurement Task Order Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

17. Modifications to this Bond are as follows: **None**

P625 – BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer:	City of Sweet Home	Buyer's Project No.:	
Engineer:	West Yost Associates	Engineer's Project No.:	936-50-21-09
Seller:	The Automation Group, Inc.	Seller's Project No.:	
Project:	Mahler Water Reclamation Facility Improvements Project		
Contract Name:	Mahler WRF Owner-Provided Electrical Equipment Procurement		

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

☐ All Goods ☐ The following specified portions of the Goods: **[Specify]**

Date of delivery of the Goods to the Point of Destination: **[Date]**

Date of Buyer's visual inspection of the Goods: **[Date]**

Date of this Acknowledgment: **[Date]**

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: ☐ None ☐ As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

[List, if any, or indicate None]

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

Buyer

By (signature): _____

Name (Printed): _____

Title: _____

Date: _____

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P700 – STANDARD GENERAL CONDITIONS OF THE PROCUREMENT TASK ORDER

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Procurement Bidding Requirements or Procurement Task Order Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Task Order Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Task Order Documents.

2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Task Order Documents.

3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.

5. *Buyer*—The individual or entity purchasing the Goods and Special Services, which is the City of Sweet Home.

6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Task Order, ordering an addition, deletion, or revision in the Goods and Special Services.

7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Task Order Documents or an adjustment in the Procurement Task Order Price or the Procurement Task Order Times, issued on or after the Effective Date of the Procurement Task Order. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Task Order Price or Procurement Task Order Times, or both, or other relief with respect to the terms of the Procurement Task Order. A demand for money or services by a third party is not a Claim.

9. *Days* – shall be defined as a calendar day.

10. *Effective Date of the Procurement Task Order*—The date indicated in the Procurement Agreement on which the Procurement Task Order becomes effective.

11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions,

including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Task Order. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement, which is West Yost Associates, Inc.

14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Task Order Price or Procurement Task Order Times.

15. *Goods*—The tangible and movable personal property that is described in the Procurement Task Order Documents, regardless of whether the property is to be later attached to realty.

16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Milestone*—A principal event specified in the Procurement Task Order that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.

19. *Notice of Award (NOA)* —The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.

20. *Notice to Proceed (NTP)* — The written notice, by Buyer to Seller, directing Seller to begin activities associated the Task Order.

21. *Oregon Business Development Department (OBDD)* – lending agencies providing funding for the Project, otherwise known as the Oregon Infrastructure Finance Authority of the Business Development Department.

22. *Operations Contractor* — the third-party company responsible for operating the facilities, which is Delta Environmental, Inc.

23. *Oregon Health Authority (OHA)* — regulatory agency responsible for public health systems in the State of Oregon.

24. *Oregon Revised Statues (ORS)* – laws and regulations in the State of Oregon, which shall be the governing rules related to the Project.

25. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

26. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Task Order Price and Procurement Task Order Times,

identifies the parties and the Engineer, and designates the specific items that are Procurement Task Order Documents.

27. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Task Order Documents (including all Addenda).

28. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

29. *Procurement Task Order*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

30. *Procurement Task Order Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Task Order. Shop Drawings and other Seller submittals are not Procurement Task Order Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

31. *Procurement Task Order Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents.

32. *Procurement Task Order Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

33. *Procurement Drawings*—That part of the Procurement Task Order Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.

34. *Procurement Specifications*—That part of the Procurement Task Order Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

35. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.

36. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.

39. *Seller*—The individual or entity furnishing the Goods and Special Services.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted

by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Task Order Documents.

41. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Task Order Documents.

42. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Task Order Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Task Order Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Task Order Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

43. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Task Order.

44. *Supplementary Conditions*—The part of the Procurement Task Order that amends or supplements these General Conditions.

45. *TBD*— "to be determined"

46. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

47. United States— each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Task Order Documents.

B. *Intent of Certain Terms or Adjectives*

1. The Procurement Task Order Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Task Order Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement

Task Order Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Task Order Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:

   a. do not conform to or comply with the requirements of the Procurement Task Order Documents;

   b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Task Order Documents; or

   c. in the case of Special Services, have not been completed.

3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Task Order Documents.

C. *Procurement Task Order Price or Procurement Task Order Times*: References to a change in "Procurement Task Order Price or Procurement Task Order Times" or "Procurement Task Order Times or Procurement Task Order Price" or similar, indicate that such change applies to (1) Procurement Task Order Price, (2) Procurement Task Order Times, or (3) both Procurement Task Order Price and Procurement Task Order Times, as warranted, even if the term "or both" is not expressed.

D. Unless stated otherwise in the Procurement Task Order Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Task Order Documents in accordance with such recognized meaning.

1.03 *Defined Terms Related to American Iron and Steel*

A. American Iron and Steel (AIS) - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for "iron and steel products," meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

B. Coating - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place

outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the external surface of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

C. Construction Materials - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

D. Seller's Certification - Documentation submitted by the Seller that all Iron and Steel products installed were Produced in the United States.

E. De Minimis - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of De Minimis components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such De Minimis components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

F. Electrical Equipment - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

G. Engineer's Certification - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

H. Iron and Steel products - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

I. Manufacturer - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Buyer, Seller or any subSeller has contracted to furnish materials or equipment to be incorporated in the project by the Buyer, Seller, or a subSeller.

J. Manufacturer's Certification - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier,

distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

K. Manufacturing Processes - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

L. Mechanical Equipment - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

M. Minor Components - Components within an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the De Minimis definition in that De Minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

N. Municipal Castings - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

O. Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

    1. The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and

    2. The cost to pour and cast to create those components (e.g. labor and energy).

    3. Not included in the cost are:

        a. The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and

        b. The cost to assemble the internal workings into the hydrant body.

P. Produced in the United States - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

Q. Reinforced Precast Concrete – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

R. Steel - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

S. Structural Steel - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Task Order requires Seller to furnish such bonds).

B. *Evidence of Seller's Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Task Order), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.

C. *Evidence of Buyer's Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Task Order), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

A. Buyer shall furnish to Seller three printed copies of the Procurement Task Order (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic

portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Procurement Task Order, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Procurement Task Order does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

A. Within 15 days after the Effective Date of the Procurement Task Order, Seller shall submit to Buyer and Engineer for timely review:

1. a progress schedule of activities, consistent with the Procurement Task Order Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Task Order Documents.

a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Task Order Times.

b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Task Order, nor interfere with or relieve Seller from Seller's full responsibility therefor.

c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.

2. a preliminary schedule of Submittals.

B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

A. Within 20 days after the Procurement Task Order Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT TASK ORDER DOCUMENTS

3.01 *Intent*

A. The Procurement Task Order Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Task Order Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Unless otherwise stated in the Procurement Task Order Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Task Order Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.

D. The Procurement Task Order supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Procurement Task Order Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Task Order Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Task Order Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Task Order Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Task Order Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Task Order Documents*: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Task Order Documents, or between the Procurement Task Order Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer or by an amendment or supplement to the Procurement Task Order Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Task Order Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Task Order Documents, the provisions of the Procurement Task Order Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Task Order Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Task Order Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Task Order Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Task Order Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Task Order Price or Procurement Task Order Times, either may make a Claim for such adjustment as provided in Article 12.

C. If a submitted matter in question concerns terms and conditions of the Procurement Task Order Documents that do not involve (1) the performance or acceptability of the Goods and

Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

A. Seller and its subcontractors and suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Task Order Documents, reuse any such Procurement Task Order Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Task Order Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Task Order. Nothing herein precludes Seller from retaining copies of the Procurement Task Order Documents for record purposes.

3.06 *American Iron and Steel (AIS) Requirements*

A. The Seller acknowledges to and for the benefit of the City of Sweet Home ("Buyer") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Seller pursuant to this Agreement. The Seller hereby represents and warrants to and for the benefit of the Buyer and the State that (a) the Seller has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Seller will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Buyer or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Seller shall permit the Buyer or State to recover as damages against the Seller any loss, expense, or cost (including without limitation attorney's fees) incurred by the Buyer or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Buyer). While the Seller has no direct contractual privity with the State, as a lender to the Buyer for the funding of its project, the Buyer and the Seller agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this

paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Task Order Times*

A. The Procurement Task Order Times will commence to run on the Effective Date of the Procurement Task Order.

4.02 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Task Order Times.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Task Order Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.

2. Proposed adjustments in the progress schedule that will change the Procurement Task Order Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Task Order Times may only be made by a Change Order.

4.04 *Delays*

A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Task Order Price or Procurement Task Order Times.

B. Seller shall not be entitled to an adjustment in Procurement Task Order Price or Procurement Task Order Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.

C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Task Order Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Task Order Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
3. inspection delays by governmental authorities, and custom delays;
4. international shipping delays;
5. acts or failures to act of third-party entities; and
6. acts of war or terrorism.
7. Weather-Related Delays

    a. If "abnormal weather conditions" as set forth in Paragraph 4.04.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Task Order Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

    b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

        1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

            i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1.0** inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

            ii) Ambient outdoor air temperature for 60 minutes between the hours of 10:00 a.m. and 3:00 p.m. is equal to or less than the following low temperature threshold: **15** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.

        2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the City of Sweet Home Public Works Department.

        3) Seller shall anticipate the number of foreseeable bad weather days per month indicated in the table below —Foreseeable Bad Weather Days.

        4) Seller shall include the following Foreseeable Bad Weather Days in the Progress Schedule as follows:

            i) January – 3 Days

            ii) February – 2 Days

            iii) March – 1 Day

            iv) April – 1 Days

            v) May – 0 Days

vi) June – 0 Days

vii) July – 1 Days

viii) August – 2 Days

iv) September – 1 Days

v) October – 1 Day

vi) November – 2 Days

vii) December – 3 Days

5) In each month, every bad weather day exceeding the number of Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Seller of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Seller's then-current Progress Schedule's critical path for the Project.

6) If mutually agreed upon by Buyer and Seller, working hours during days with anticipated abnormal weather periods can be adjusted to allow work earlier or later in the day depending on the type of abnormal weather expected.

D. *Adjustments of Procurement Task Order Times or Procurement Task Order Price—General Provisions*: Seller's entitlement to an adjustment of Procurement Task Order Times or Procurement Task Order Price is limited as follows:

1. Seller's entitlement to an adjustment of the Procurement Task Order Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.

2. Seller shall not be entitled to an adjustment in Procurement Task Order Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Task Order Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Task Order Times or Procurement Task Order Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Task Order Times or Procurement Task Order Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Task Order Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Task Order Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Task Order Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Task Order. These bonds must remain in effect until three years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Task Order.

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).

2. *Required Payment Bond Form*: The payment bond that Seller furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Task Order.

C. All bonds must be in the form specified by Buyer prior to execution of the Procurement Task Order, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Task Order.

F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.

H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance—General Provisions*

A. Buyer and Seller shall obtain and maintain insurance as required in this procurement Task Order and City of Sweet Home Special Provisions.

B. Seller's insurance required by the Task Order shall be primary over Buyer's insurance and shall include a waiver of subrogation against Buyer and Engineer.

C. All insurance required by the Task Order to be purchased and maintained by Buyer or Seller shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Task Order shall have an A.M. Best rating of A-VII or better.

D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Task Order.

E. Seller shall deliver to Buyer, with copies to each additional insured identified in the Task Order, certificates of insurance and endorsements establishing that Seller has obtained and is maintaining the policies and coverages required by the Task Order. Upon request by Buyer or any other insured, Seller shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Seller, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Task Order.

F. Buyer shall deliver to Seller, with copies to each additional insured identified in the Task Order, certificates of insurance and endorsements establishing that Buyer has obtained and is maintaining the policies and coverages required of Buyer by the Task Order (if any). Upon request by Seller or any other insured, Buyer shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Buyer may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Task Order.

G. Failure of Buyer or Seller to demand such certificates or other evidence of the Seller's full compliance with these insurance requirements, or failure of Buyer or Seller to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Seller's obligation to obtain and maintain such insurance.

H. In addition to the liability insurance required to be provided by Seller, the Buyer, at Buyer's option, may purchase and maintain Buyer's own liability insurance. Buyer's liability policies, if any, operate separately and independently from policies required to be provided by Seller, and Seller cannot rely upon Buyer's liability policies for any of Seller's obligations to the Buyer, Engineer, or third parties.

I. Seller shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Buyer and Engineer (and any other individuals or entities identified in the General Conditions as additional insureds on Seller's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

J. If either party does not purchase or maintain the insurance required of such party by the Task Order, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

K. If Seller has failed to obtain and maintain required insurance, Seller's entitlement to enter or remain at the Site will end immediately, and Buyer may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Buyer's termination rights under Article 14.

L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Task Order Price will be adjusted accordingly.

M. Buyer does not represent that insurance coverage and limits established in this Task Order necessarily will be adequate to protect Seller or Seller's interests. Seller is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Seller deems necessary.

N. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Buyer and other individuals and entities in the Task Order or otherwise.

O. All the policies of insurance required to be purchased and maintained under this Task Order will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each additional insured.

6.03 Seller's Insurance

A. *Required Insurance*: Seller shall purchase and maintain Worker's Compensation, Commercial General Liability, Builders Risk and other insurance pursuant to the specific requirements set forth herein.

B. *General Provisions*: The policies of insurance required by this Paragraph 5.03 must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Article 13), and longer if expressly required elsewhere in this Task Order, and at all times thereafter when Seller may be correcting, removing, or replacing defective Work as a warranty or correction

obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Task Order;

4. apply with respect to the performance of the Work, whether such performance is by Seller, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Seller's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Task Order, must:

1. include and list as additional insureds the following:

a. BUYER: "City of Sweet Home, its officers, employees, agents, and consultants"; AND

b. ENGINEER: "West Yost Associates Inc., its officers, employees, agents, and consultants"; AND

c. any individuals or entities identified as additional insureds herein.

2. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

3. not seek contribution from insurance maintained by the additional insured; and

4. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Seller's acts or omissions, or the acts and omissions of those working on Seller's behalf, in the performance of Seller's operations.

D. Other Additional Insureds: As a supplement to the provisions of Paragraph 5.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds the Buyer and Engineer.

E. *Workers' Compensation and Employer's Liability Insurance:* Seller shall purchase and maintain Worker's Compensation and Employer's Liability Insurance. This insurance shall protect SELLER against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. SELLER shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" and waiver of subrogation endorsements. The liability limits, as required by state law shall be not less than:

1. Workers' Compensation: Statutory

2. Employer's Liability: $1,000,000 each occurrence

F. *Commercial General Liability—Claims Covered:* Seller shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Seller, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Seller's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance must be maintained for three years after final payment.

   b. Seller shall furnish Buyer and each other additional insured (as identified in the General Conditions or elsewhere in the Task Order) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Seller's contractual indemnity obligations in Paragraph 7.107.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Seller demonstrates to Buyer that the specified ISO endorsements are not commercially available, then Seller may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability Insurance Coverage:* This insurance shall be occurrence type written in comprehensive form and shall protect SELLER, BUYER, and ENGINEER as additional insureds, against claims arising out of performance of the Work. The policy shall also include personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

1. Combined Single Limit for each occurrence: $2,000,000

2. General aggregate: $2,000,000

I. *Automobile Liability:* Seller shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

J. Umbrella Liability Insurance: Seller shall purchase and maintain umbrella liability insurance. This insurance shall protect SELLER, BUYER, and ENGINEER as additional insureds, against claims in excess of the limits provided under workers' compensation and employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits for bodily injury and property damage shall be not less than:

1. Combined Single Limit for each occurrence: $5,000,000
2. General aggregate: $5,000,000

K. *Pollution Liability Insurance:* If not otherwise included in the Seller's Commercial General Liability Insurance coverage, Seller shall purchase and maintain pollution liability insurance for claims arising from the discharge, dispersal, release, escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water including groundwater. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for regulatory fines and/or the investigation, defense, or settlement of claims. The liability limits for pollution shall not be less than:

1. Combined Single Limit for each occurrence: $5,000,000
2. General aggregate: $5,000,000

L. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Seller shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Buyer, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Buyer of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	$ 1,000,000
Aggregate	$ 2,000,000

M. *Unmanned Aerial Vehicle Liability Insurance:* If Seller uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Seller shall obtain UAV liability insurance in the amounts stated; name Buyer, Engineer, and all individuals and entities identified in the General Conditions as additional insureds; and provide a certificate to Buyer confirming Seller's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$ 100,000
General Aggregate	$ 250,000

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Seller shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the General Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the General Conditions.

B. *Property Insurance for Facilities of Buyer Where Work Will Occur*: Buyer is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Article 13.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Buyer will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Article 13. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Buyer's procurement of such property insurance.

D. *Partial Occupancy or Use by Buyer*: If Buyer will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, , then Buyer (directly, if it is the purchaser of the builder's risk policy, or through Seller) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Task Order do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Seller elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Seller's expense.

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Buyer and Seller.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Buyer-furnished or assigned property; (b) spare parts inventory required within the scope of the Task Order; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Sellers, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of $2,000,000.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of $2,000,000.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Task Order.

7. allow for partial occupancy or use by Buyer by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Buyer's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Buyer, Seller, Subcontractors (of every tier), and any other individuals or entities required by this Task Order to be insured under such builder's risk policy. Parties required to be insured will be referred to collectively as "insureds." In addition to Buyer, Seller, and Subcontractors of every tier, include as insureds the following:

a. West Yost Associates, Inc.
Charles Duncan, President
2020 Research Park Drive, Suite 100
Davis, CA 95618
503.756.5905; CDuncan@westyost.com

11. include, in addition to the Task Order Price amount, the value of the following equipment and materials to be installed by the Seller but furnished by the Buyer or third parties:

    a. Electrical motor control centers, control panels and other equipment to be supplied by Buyer's Integrator-of-Record, such sublimit will be a minimum of $3,000,000.

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $5,000,000.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained, at Contactor's expense, in accordance with Paragraph 5.04 (or an installation floater policy if authorized), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

    1. Buyer and Seller waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the General Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

    2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Buyer or Seller as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Buyer covering any loss, damage, or consequential loss to Buyer's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Buyer; or to part or all of the completed or substantially completed Work, during partial occupancy or use, after Substantial Completion, or after final payment pursuant to Paragraph 13.05, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Seller, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written Task Order executed prior to the loss, damage, or consequential loss.

    1. Buyer waives all rights against Seller, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 5.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Buyer's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Seller shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Buyer, Seller, all individuals or entities identified in the General Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 5.04 will be adjusted and settled with the Seller and Buyer. Seller and Buyer shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer to the Seller and Buyer as the fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. Seller and Buyer receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Task Order or applicable Laws and Regulations.

C. If no other special agreement is reached, Seller shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

A. Except to the extent stated elsewhere in the Procurement Task Order Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.

B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.

C. If an invention, design, process, product, or device is specified in the Procurement Task Order Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights, or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Task Order Documents.

D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Task Order Documents.

6.02 *Seller's Infringement*

A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against

all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.

C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Task Order Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.

B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.01 *Performance of Obligations*

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Task Order Documents.

B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Task Order Documents.

C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Task Order.

B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Task Order Documents, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Task Order Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Task Order if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Task Order Price or Procurement Task Order Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

D. Seller shall comply with all applicable state and federal regulations as required by the Oregon Infrastructure Finance Authority of the Business Development Department and Oregon Health Authority, including, but not limited to:

1. Design and fabrication shall comply with application sections of ORS Chapter 333 Division 61 for Drinking Water, establishing design and construction standards for drinking water systems in Oregon.

2. State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

3. State labor standards and wage rates found in ORS 279C.

4. Manufacturer's certification of compliance with the American Iron and Steel (AIS) requirements of Section 746, Division A, Title VII of the Consolidated Appropriations Act of 2017.

   a. "Iron and steel products" are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

   b. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

   c. "Minor components" are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Task Order Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Task Order Documents.

B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Task Order Documents.

C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Task Order Price, except as noted in the General Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Task Order Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Task Order Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.

3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Task Order Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Seller shall submit the number of copies required in the Procurement Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

a. Seller shall submit the number of Samples required in the Procurement Specifications.

b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Task Order Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's favorable review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Task Order Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Task Order Documents.

2. Engineer's favorable review will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's favorable review of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's favorable review of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Task Order Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Task Order Documents in a Field Order or other appropriate Procurement Task Order modification.

5. Engineer's favorable review of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's favorable review of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Task Order Documents, will not, under any circumstances, change the Procurement Task Order Times or Procurement Task Order Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, acceptance or favorable review of a Shop Drawing or Sample will result in such item becoming a Procurement Task Order Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

3. If Seller requests a change of a previously favorably reviewed Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:

a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Task Order Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either

Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Task Order Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Operations Contractor, Project Owner, and any assignee of Buyer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Task Order Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.

B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.

E. No partial deliveries will be allowed, unless permitted or required by the Procurement Task Order Documents or agreed to in writing by Buyer.

F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Task Order Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Task Order Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;

2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Task Order Documents and the Procurement Task Order Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents:

1. observations by Buyer, Engineer, or Project Owner;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer or Project Owner;

4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;

5. the end of the correction period established in Paragraph 9.04;

6. the issuance of a notice of acceptance;

7. any inspection, test or approval by others; or

8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Task Order Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Task Order Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Task Order Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Task Order Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.

6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Task Order.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Task Order Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.

2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been

delivered to Buyer, Seller shall promptly, and within the Procurement Task Order Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.

2. Seller shall promptly provide conforming Special Services acceptable to Buyer.

3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Task Order, and equitably reduce the Procurement Task Order Price.

D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.

B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Task Order.

B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Task Order, are set forth in the Procurement Task Order Documents.

C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Task Order, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Task Order Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.

B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.

C. Engineer may authorize minor deviations or variations in the Procurement Task Order Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.

D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.

E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Task Order, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Task Order*

A. The Procurement Task Order may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.

B. If an amendment or supplement to the Procurement Task Order includes a change in the Procurement Task Order Price or the Procurement Task Order Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Procurement Task Order that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Task Order without the recommendation of the Engineer.

11.02 *Change Orders*

A. Buyer and Seller shall execute appropriate Change Orders covering:

1. Changes in Procurement Task Order Price or Procurement Task Order Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;

2. Changes in Procurement Task Order Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;

3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.

B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

A. A Change Directive will not change the Procurement Task Order Price or the Procurement Task Order Times but is evidence that the parties expect that the modification ordered or

documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Task Order Price and Procurement Task Order Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Task Order Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Task Order Price.

B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Task Order Times or Procurement Task Order Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Task Order Price or the Procurement Task Order Times and are compatible with the design concept as indicated by the Procurement Task Order Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.

B. If Seller believes that a Field Order justifies an adjustment in the Procurement Task Order Price or Procurement Task Order Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

A. Without invalidating the Procurement Task Order and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Task Order Times or Procurement Task Order Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Task Order Documents.

11.06 *Buyer's Contingency Allowance*

A. The Buyer's Contingency Allowance, if any such, is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.

B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Task Order.

11.07 *Unauthorized Changes in the Goods and Special Services*

A. Seller shall not be entitled to an increase in the Procurement Task Order Price or an extension of the Procurement Task Order Times with respect to any work performed that is not required by the Procurement Task Order Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Task Order Price*

A. The Procurement Task Order Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Task Order Price must comply with the provisions of Article 12.

B. An adjustment in the Procurement Task Order Price will be determined as follows:

1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;

2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or

3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Task Order Times*

A. The Procurement Task Order Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Task Order Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Task Order (including, but not limited to, Procurement Task Order Price or Procurement Task Order Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.

B. Claimant shall deliver to Engineer and the other party to the Procurement Task Order written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.

D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Task Order Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.

G. If a submitted matter in question concerns terms and conditions of the Procurement Task Order Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Task Order Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

J. No Claim for an adjustment in Procurement Task Order Price or Procurement Task Order Times will be valid if not submitted in accordance with Article 12.

12.02 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective

Date of the Procurement Task Order. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Task Order. Timely submission of the request will stay Engineer's decision from becoming final and binding.

B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:

1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or

3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Task Order Documents and also as Buyer or Engineer may reasonably require.

B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.

D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;

    b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Task Order Documents; and

    c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Task Order; or

    b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.

4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or

    b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or

    c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Task Order; or

    d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Task Order Price; or

    e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

a. the Goods and Services are non-conforming, requiring correction or replacement;

b. the Procurement Task Order Price has been reduced by Change Orders;

c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Task Order Documents.

13.03 *Basis and Amount of Progress Payments*

A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Task Order Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Task Order Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;

c. Seller has failed to provide and maintain required bonds or insurance;

d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. the Goods and Special Services are non-conforming, requiring correction or replacement;

f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

g. the Procurement Task Order Price has been reduced by Change Orders;

h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;

i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

j. liens have been filed in connection with the Procurement Task Order, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.

B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Task Order Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.

C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Task Order Documents, and that Seller has fulfilled all other obligations under the Procurement Task Order Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.

D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.

E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.

F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

A. Buyer has the right to cancel the Procurement Task Order, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Task Order Price of such Goods.

14.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Procurement Task Order for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Task Order Times and Procurement Task Order Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Task Order; and

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Task Order, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Task Order for cause by declaring a breach if Buyer fails to comply with any material provision of the

Procurement Task Order. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Task Order, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Task Order for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Task Order Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Task Order, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

A. Whenever any provision of the Procurement Task Order requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

A. This Procurement Task Order is to be governed by the law of the state in which the Goods are to be installed.

B. In the case of any conflict between the express terms of this Procurement Task Order and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Task Order will apply.

15.03 *Computation of Time*

A. When any period of time is referred to in the Procurement Task Order by number of days, it will be computed to exclude the first and include the last day of such period. If the last day

of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Task Order, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Task Order in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Task Order, as well as all continuing obligations indicated in the Procurement Task Order, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Task Order or of the services of Seller.

15.06 *Entire Agreement*

A. Buyer and Seller agree that this Procurement Task Order is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Task Order may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Task Order.

15.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Task Order.

15.10 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Seller for any claims, costs, losses, or damages sustained by Seller on or in connection with any other project or anticipated project.

15.11 *Assignment of Task Order*

A. Unless expressly agreed to elsewhere in the Task Order, no assignment by a party to this Task Order of any rights under or interests in the Task Order will be binding on the other party

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Task Order.

15.12 *Severability*

A. Any provision of this Task Order 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.

SAMPLE AIS CERTIFICATION LETTERS

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

<<Date>>

<<Company Name>>
<<Address>>
<<City State Zip>>

SUBJECT:

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,
<<Company Name>>

Name - *Signed by company representative*

Title

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

<<Date>>

<<Company Name>>
<<Address>>
<<City State Zip>>

SUBJECT:

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,
<<Company Name>>

Name - *Signed by company representative*

Title

ORDINANCE BILL NO. 5 FOR 2022

ORDINANCE NO. 1305

SWEET HOME ORDINANCE REPEALING SHMC TITLES 16, 17, AND PORTIONS OF TITLE 15, REPLACING THEM WITH A NEW DEVELOPMENT CODE, AND ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN, COMPREHENSIVE PLAN MAP, AND ZONING MAP

WHEREAS, the City of Sweet Home, in an effort to provide for the welfare, safety and health of the citizens of Sweet Home, has previously adopted a zoning ordinance and other land use ordinances that were codified in Sweet Home Municipal Code (SHMC) as Titles 16 (titled Land Divisions and Line Adjustments), 17 (titled Zoning Ordinance), and Chapters 15.12 (titled Flood Hazard Area Regulations) and 15.20 (titled Historic Resources) of Title 15; and

WHEREAS, over time, the City has evolved, and the current Code no longer meets the needs for the City's growth and development; and

WHEREAS, the City's population is approaching 10,000, which makes certain State land use regulations applicable; and

WHEREAS, the City wishes to repeal the existing Titles 16 and 17, and Chapters 15.12 and 15.20 of Title 15, and adopt in its entirety a new Sweet Home Development Code that accomplishes the goals and intents of applicable Oregon rules, regulations, statutes, the City's Comprehensive Plan, and reflects and adopts best practices across the State; and

WHEREAS, the Comprehensive Plan must also be revised to assure consistency between the new Development Code and the Comprehensive Plan; and

WHEREAS, the new Sweet Home Development Code will create more predicable outcomes through clear standards and fully comply with all State rules, regulations, and statutes; and,

WHEREAS, starting April 19, 2021, and ending June 2, 2022, the City of Sweet Home Planning Commission held a series of public meetings to review drafts of the new Sweet Home Development Code, all of which were open to the public; and,

WHEREAS, all the changes necessary to implement the new Sweet Home Development Code were compiled into a single Land Use Application, Legislative Amendment 22-01 (LA-22-01); and,

WHEREAS, on August 4, 2022, the City of Sweet Home Planning Commission held a public hearing regarding the Application LA22-01, after which the Commission recommended to the Sweet Home City Council that the City Council approve the repeal of the current Land Use Development Code and adopt the proposed Sweet Home Development Code, amendments to the Comprehensive Plan, amendments to the Comprehensive Plan Map, and amendments to the Zoning Map; and,

WHEREAS, the City Council held a public hearing on August 23, 2022 regarding Application LA22-01, after which the Council approved the application; and,

WHEREAS, City residents were notified on June 29, 2022 through a Measure 56 compliant notification process, and the Department of Land Conservation and Development (DLCD) received notice on June 22, 2022, more than 35 days in advance of the Planning Commission public hearing on August 4, 2022,

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. The current SHMC Titles 16 and 17, and Chapters 15.12, and 15.20 of Title 15 are hereby repealed, along with the sections of their adopting ordinances that pertain thereto.

Section 2. SHMC Title 17, titled Sweet Home Development Code is created to read as follows:

SWEET HOME DEVELOPMENT CODE

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17.02 PURPOSE AND SCOPE

17.02.010 TITLE

This document shall be known as the **Sweet Home Development Code.** Further, the regulations contained herein this Title may be referred to as the "Development Code" or "Code."

17.02.020 PURPOSE

This Development Code is enacted to:

A. Implement the goals and policies of The City of Sweet Home Comprehensive Land Use Plan;

B. Promote the public health, safety, prosperity, and general welfare of the community; and

C. Provide methods of administering and enforcing the provisions of this Development Code.

17.02.030 CONFORMANCE REQUIRED

The use of all land, as well as the construction, reconstruction, enlargement, structural alteration, movement, use, or occupation of any structure within The City of Sweet Home shall conform to the requirements of this Code.

17.02.040 ADMINISTRATION

The Development Code shall be administered by the City Manager of The City of Sweet Home. Unless otherwise specifically prohibited by Charter, the City Manager is granted the authority to delegate his/her duties under this Code.

17.02.050 VIOLATIONS

A. *Enforcement*. It shall be the duty of the City Manager, or other designated agents of The City, to enforce this Code. All officials, employees, and contract employees of The City of Sweet Home who have the authority to issue permits shall comply with the provisions of this Code and shall not issue or approve any permit, certificate or license for any use, building, or purpose, which violates or fails to comply with conditions or standards imposed by this Code. Any permit, certificate or license issued in conflict with the provisions of this Code, intentionally or otherwise, shall be void.

B. *Penalty.* Violation of this title constitutes a violation and may be prosecuted under the provisions of Sweet Home Municipal Code Chapter 9.36 as now enacted or hereafter amended. Each day's violation is a separate offense.

C. *Inspection and Right of Entry*. Whenever there is reasonable cause to suspect a violation of this Development Code, or when necessary to investigate an application or revocation of an approval under procedures prescribed in this Development Code, officials responsible for enforcement or administration of this Development Code may enter onto a site or structure for the purpose of investigation, provided it shall be done in a reasonable manner. No premises shall be entered without first attempting to obtain the consent of the owner or occupant. If consent cannot be obtained, the responsible official shall secure an inspection warrant from a court of competent jurisdiction before further attempts to gain entry and shall have recourse to every other remedy provided by law to secure entry.

D. *Alternative remedy.* In case a structure is located, constructed, maintained, repaired, altered, or used, or land is used in violation of this title, the structure or land thus in violation shall constitute a nuisance. The City may, as an alternative to other remedies that are legally available for enforcing this title, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, enjoin, abate or remove the unlawful location, construction, maintenance, repair, alteration or use. For abatement The City may follow the procedure set out in Sweet Home Municipal Code Article II of Chapter 8.04 as now enacted or hereafter amended, except no hearing need be held before abatement occurs if a hearing before the Planning Commission or City Council has already been held on the issue in dispute and the body has made a final decision thereon. The City can recover its expenses as set forth in the abatement procedure.

E. Permits or approval, including renewals and extensions, shall not be issued for development on property in which uncorrected code violations exist except to the extent the permits or approvals are needed to correct the violation.

17.02.060 INTERPRETATION

A. Authority. The provisions of this Development Code shall be interpreted as minimum requirements. When this Development Code imposes a greater restriction than is required by other provisions of law, or by other regulations, resolutions, easements, covenants or agreements between parties, the provisions of this Development Code shall control. When a certain provision of the Development Code conflicts with another provision of this Development Code, or is unclear, the correct interpretation of the Code shall be determined by the City Manager. The Manager may request that City Legal Counsel, the Community and Economic Development

Director, the Planning Commission, or the City Council resolve the conflict or uncertainty.

B. Process. The City shall keep a record of all such interpretations made by The City including the reasoning behind the interpretation. Requests by the public for an interpretation shall be processed as a Type I application.

17.02.070 EFFECT ON OTHER PUBLIC AND PRIVATE REGULATIONS AND RESTRICTIONS

It is not the intent of the Development Code to interfere with other laws or Codes relating to the use of structures, vehicles, or land, or relating to the construction or alteration of any buildings or improvements. It is not the intent of this Development Code to interfere with any easement, deed restriction, covenant or other legally enforceable restriction imposed on the use or development of land more restrictive than the provisions of this Development Code. Further, it is not the intent of this Development Code to enforce deed restrictions, covenants, and similar legal instruments.

17.02.080 CONFLICTING REGULATIONS

All other codes, ordinances or parts of codes or ordinances in conflict herewith are hereby repealed.

17.02.090 SEVERABILITY AND VALIDITY

If any article, section, sentence, clause, or phrase of this Development Code is held by a court of competent jurisdiction to be invalid, for any reason, said decision shall not affect the validity of the remainder of this Development Code. The City Council of The City of Sweet Home, Oregon hereby declares that it would have adopted this Development Code, and each article, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more article, section, sentence, clause or phrases might be declared invalid.

17.02.100 FEES

A. Purpose. Fees are for the purpose of defraying administrative costs.

B. General Provisions:

1. Payment. Fees shall be payable at the time of application and shall be as set forth by Resolution of the City Council. There shall be no fee required for an application initiated by the Planning Commission or the City Council.
2. Failure to Pay. The failure to submit the required fee with an application or notice of appeal, including return of checks unpaid or

other failure of consideration, shall be a defect and result in an incomplete application.

3. Refunds. Fees are not refundable unless the application is withdrawn prior to the notification of the application or hearing.
4. Fee Reduction. The City Council may reduce or waive the fees upon showing of just cause to do so.

17.02.110 NONDISCRIMINATION

The city shall not discriminate based on race, religion, national origin, age, color, gender, sexual orientation, physical disability, or socio-economic status in the administration or enforcement of this code.

17.04 DEFINITIONS

17.04.010 GRAMMATICAL INTERPRETATION

A. Interpretation. Words used in the masculine include the feminine, and feminine the masculine. Words used in the present tense include the future, the singular number includes the plural, and the word "shall" be mandatory and not discretionary. Where terms or words are not defined, they shall have their ordinary accepted meanings within the context of their use.

B. Headings. If there is any conflict or inconsistency between the heading of an article, section or paragraph of this Development Code and the context thereof, the said heading shall not be deemed to affect the scope, meaning or intent of such context.

C. General and Specific Terms. The definitions in this Section include those that are applicable to the entire Development Code and those terms that apply to specific Sections. For example, “Recreational Vehicle” refers to recreational vehicles located within The City; “Recreational Vehicle (FHO)” refers to recreational vehicles located within the Flood Hazard Area Overlay Zone. Terms used in specific sections are identified as follows:

(NRO)	Natural Resource Overlay Zone Chapter 17.28
(FHO)	Flood Hazard Area Overlay Zone; Chapter 17.30
(HPO)	Historic Property Overlay Zone, Chapter 17.32
(SIGN)	Signs; Chapter 17.50
(WTCF)	Wireless Telecommunications Facilities; Chapter 17.80

17.04.020 DEFINITIONS

The following words and phrases, when used in this Development Code, shall have the meanings ascribed to them in this Chapter, except in those instances where the context clearly indicates a different meaning.

ABANDONED SIGN (SIGN) - A sign structure with a display surface associated with a use of a property that has ceased for a period of at least six months.

ABUT OR ABUTTING - Adjacent, contiguous, or adjoining exclusive of street right-of-way with a common boundary line, except that where two or more lots adjoin only a corner or corners, they shall not be considered as abutting unless the common property line between the two parcels measures at least eight feet in a single direction.

ACCESS - The way or means by which pedestrians, bicycles and vehicles shall have safe, adequate, and usable ingress and egress to property.

1. Alternate Property access by a means other than the proposed approach or access connection. It may include an existing public right-of-way, another location on the subject street or highway, an easement across adjoining property, a different street, a service road, a local road, or an alley, and may be in the form of a single or joint approach.
2. Control Where the right of access between a property abutting the highway and the highway has been acquired by a roadway authority, or eliminated by law, pursuant to access or approach spacing standards.
3. Easement An access conveyed for the purpose of providing vehicle, bicycle, and/or pedestrian access from a public street to a lot or parcel across intervening property under separate ownership from the parcel being provided access. Cross access easement is an easement providing vehicular access between two or more separate sites, so that the driver need not enter the public street system between sites.
4. Point A connection providing for the movement of vehicles between a lot or parcel and a public roadway.
5. Reasonable Access that does not require excessive out-of-direction travel or pose a safety hazard.
6. Spacing / Intersection Spacing The minimum required distance from an intersection of a public or private street to the nearest driveway or other access connection, measured from the closest edge of the pavement of the intersecting street to the closest edge of the pavement of the connection along the traveled way.
7. Way A walkway or multi-use path connecting two rights-of-way to one another where no vehicle connection is made.

ACCESS MANAGEMENT - Regulation of access to streets, roads, and highways from abutting property and public and private roads and driveways.

ACCESSORY BUILDING, STRUCTURE - A detached, subordinate building or portion of a main building, the use of which is incidental to that of the main building or to the use of the land but does not include dwellings or living quarters.

ACCESSORY DWELLING - An interior, attached or detached residential structure that is used in connection with, or that is accessory to, a single-family dwelling.

ACCESSORY USE - A use incidental, appropriate and subordinate to the main use of the parcel, lot or building.

ACCESSWAY - An unobstructed way or required width containing a paved drive or roadway, which provides vehicular access within a development.

ADJACENT - In near, or close, proximity.

ADEQUATE ACCESS - Direct routes of travel between destinations.

ADEQUATE AREA - Space sufficient to provide all required public services to standards defined in this Development Code.

ADVERSE - Acting against or contrary to, as to cause harmful interference or conflict.

ADVERSE IMPACT - An impact that is detrimental to or contrary to the desired effect or so opposed as to cause harmful interference. A negative effect that is detrimental to the public welfare or injurious to people, property, or the community environment.

AGRICULTURE - The use of land, typically larger than one acre, for the primary purpose of deriving income from growing plants, crops, orchards, or fruit production.

ALLEY - A minor public or private accessway affording only secondary means of access to the back or side of property otherwise abutting a public street.

ALTERED OR ALTERATION - Any change or repair, which is intended to prolong the life of a supporting component of a building, such as bearing walls, columns, beams, or girders; or any excavation, grading, or contouring of land, which changes the topography, slope, and/or drainage flow from natural conditions.

ALTERED (SIGN) - The modification of the size, shape, or height of a sign, including the replacement of the display surface materials with other comparable materials and the sign structure. This does not include normal maintenance and repair of an existing sign.

ALTERATION (HPO) - A change, addition, or modification to the exterior of a building.

AMUSEMENT OR RECREATIONAL SERVICES - Establishments engaged in providing entertainment for a fee and including, but not limited to, such activities as dance halls; studios; theatrical productions; bands, orchestras, and other musical entertainment; commercial facilities such as arenas, rings, rinks and racetracks; public golf courses; coin operated devices; amusement parks; membership sports and health clubs; swimming pools; and expositions.

ANTENNA, WIRELESS TELECOMMUNICATIONS - The physical device, commonly in the form of a metal rod, wire panel or dish, through which electromagnetic, wireless telecommunications signals authorized by the Federal Communications Commission are transmitted or received. Antennas used by amateur radio operators, police, fire, and AM radio are excluded from this definition.

APARTMENT - A dwelling unit in a multiple-family building.

APPLICANT - The owner of record, contract purchaser, or legal representative or designee.

APPEAL - A request for a review, by a higher review authority, of any land use decision or interpretation of any provision of this Development Code.

APPEAL (FHO) - A request for a review of the interpretation of any provision of this Code or a request for a variance.

APPROACH OR DRIVEWAY APPROACH - That portion of land which accesses onto a public or private street.

APPROVAL AUTHORITY - The person or body authorized to make application decisions.

AREA OF SHALLOW FLOODING (FHO) - A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD (FHO) - The land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard".

ATTACHED WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A wireless telecommunications facility that is affixed to an existing structure, other than a wireless telecommunications tower.

AUTOMOBILE WRECKING YARD - A building or lot used for dismantling or disassembling of motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles, or their parts.

AWNING - A permanent roofed structure which may be free-standing or partially attached to a building for the purpose of providing shelter.

BANKFULL STAGE - The elevation at which water overflows the natural banks of the stream.

BASE FLOOD (FHO) - The flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - (FHO) - The elevation to which floodwater is anticipated to rise during the base flood.

BASEMENT - A portion of a building which has less than one-half (1/2) or more of its height measured from finished floor to finished ceiling below the average elevation of the adjoining grade.

BASEMENT (FHO) - Any area of the building having its floor subgrade (below ground level) on all sides.

BED AND BREAKFAST ESTABLISHMENT - A building or premises used for the provision of lodging and meals, usually breakfast, for compensation.

BICYCLE FACILITIES – Improvements that provide for the needs of bicyclists, including bikeways and bicycle parking.

BIKEWAY - The general term for the five basic types of bikeways:

1. Bike Lanes - A hard surfaced or paved facility, either separated physically from a road or separated by paint stripes, and which is designated specifically for use by bicyclists.
2. Cycle Track - A hard surfaced or paved facility separated physically from a road or street, and which is designated specifically for two-way use by bicyclists
3. Shoulder Bikeways are where bicyclists travel within the roadway's paved shoulder. Typically, shoulder bikeways are four to six feet in width.
4. Shared Roadways are roadways where bicyclists and motor vehicles share the travel lane.
5. Multi-Use Paths are separated from vehicular traffic. They are two-way pathways about 10 feet wide used by pedestrians, bicyclists, and joggers.

BIOENGINEERING – A method of erosion control and landscape restoration using live plants, such as willows.

BLOCK - A tract of land bound on four sides by streets or bounded by streets and other such features as the city limits or physical barriers such as bodies of water or canyons.

BOARDING AND/OR ROOMING HOUSE - A building where lodging, with or without meals, is provided for compensation. This term shall not include Nursing Homes or Group Care Homes.

BUFFERS OR BUFFERING - Distance, landscaping, walls, berms, or other measures used to physically separate one land use from another.

BUILDING - Any structure enclosed with walls, excluding canvas or fabric, including windows and doors, having a roof and permanent foundation, conforming to the design and construction requirements of the Oregon Residential Structural Specialty Code, built, and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind. Trailers, with or without wheels, shall not be considered as buildings, except those manufactured homes sited in accordance with standards in this Development Code shall be considered a building.

BUILDING (FHO) - See ***STRUCTURE***.

BUILDING ADMINISTRATOR/INSPECTOR - A designated person with duties and authority to enforce all building codes and the provisions of this Development Code.

BUILDING COVERAGE - The maximum percent of a lot that may be covered with all buildings on the lot and based on the ground floor area.

BUILDING ENVELOPE - The land area, outside of all required setbacks, which is available for construction of a primary structure on a particular property.

BUILDING HEIGHT - The vertical distance from the average ground level measured five feet away from the foundation of a building to the highest point of the coping of a flat roof, deck line of a mansard roof, or to the middle height between the eaves and ridge of a pitch or hip roof. If a building is divided into units or segments by means of masonry walls or firewalls and parapets, each unit shall be calculated separately relative to building height.

BUILDING LINE - A line that is adjacent to the front side of a main building parallel to the front lot line.

BUILDING OFFICIAL - An individual empowered by the City Council to administer and enforce building regulations.

BUILDING, PRIMARY - A building within which is conducted the principal use permitted on the lot, as provided in this title.

CAPACITY - Maximum holding or service ability, as used for transportation, utilities, parks, and other public facilities. See also, definition of “Occupancy” in applicable building codes.

CARPOOL - Two or more persons commuting in a single vehicle.

CARPORT - A stationary structure consisting of a roof with its supports anchored and not more than one wall or storage cabinet substituting for a wall and used for covering a vehicle parking space.

CEMETERY - Land used or intended to be used for the burial of the dead, and dedicated for cemetery purposes, including a columbarium, crematory, mausoleum, or mortuary, when operated in conjunction with and within the boundary of such cemetery.

CHANGE OF USE - Change in the primary type of use on a site as defined and administered by the Building Official.

CITY - The City of Sweet Home, Oregon.

CITY COUNCIL OR COUNCIL - The legally elected City Council of The City of Sweet Home, Oregon.

CITY MANAGER - The individual employed by the City Council of The City of Sweet Home, Oregon as the City Manager.

CLEARANCE (SIGN) - The distance measured from the highest point of the grade below the sign to the lowest point of the sign.

CLEAR-VISION AREA - A triangular area on a lot at the intersection of two streets or a street and a railroad. Two sides are lines measured from the corner intersection of the right-of-way lines for a specific distance. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides. Where the lines at the intersections have rounded corners the right-of-way lines will be extended in a straight line to a point of intersection.

CLINIC - A facility for delivering ambulatory patient-centered care by a group of physician(s), dentist(s), or other licensed practitioner(s) on an out-patient basis and not involving overnight housing of patients.

CLINIC, LARGE ANIMAL - A business establishment in which veterinary services are rendered to large animals including livestock with no overnight boarding.

CLINIC, SMALL ANIMAL - A business establishment in which veterinary services are rendered to small domestic pets with no overnight boarding.

CLUB - A facility owned or operated for a social, fraternal, religious, educational, or recreational purpose, to which membership is required for participation and which is neither operated primarily for profit nor to render a service which is customarily carried on by a business.

CO-LOCATION (WTCF) - A wireless telecommunications facility comprised of a single telecommunications tower or building supporting one or more antennas, dishes or similar devices owned or used by more than one provider.

COMMUNITY CENTER - A facility owned and operated by a governmental agency or a non-profit community organization which is open to any resident of the neighborhood in which the facility is located or to any resident of The City or surrounding area, provided that the primary purpose of the facility is for assembly and provided further that no permanent or temporary commercial eating or drinking facilities shall be operated on the premises.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR - The individual holding the position of the Community and Economic Development Director for The City of Sweet Home, Oregon.

COMPREHENSIVE PLAN - The Comprehensive Plan of The City of Sweet Home, Oregon.

CONDOMINIUM - A type of residential development utilizing zero lot lines, individual ownerships of units and common ownership of open space and other facilities, and which are regulated, in part by O.R.S. Chapter 100.

COUNTY ASSESSOR - The County Assessor of Linn County, Oregon.

CRITICAL FACILITY (FHO) - Means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

CULTURAL RESOURCE INVENTORY (HPO) - Historical buildings or sites identified as “significant” on the Goal 5 historical resource inventory.

CURB LINE - The line indicating the edge of the vehicular roadway within the overall right-of-way. *Also,* the face of the curb that delineates the roadway line from block to block, excluding pedestrian and parking bulb outs.

CUT - Any act by which earth, sand, gravel, rock, or any other similar material is excavated or removed from a site or parcel of land and includes the conditions resulting there from.

DAY CARE FACILITY - An institution, establishment, or place, appropriately licensed by the State of Oregon and not a part of a public-school system that provides childcare to three or more children not of common parentage, including a childcare center, certified family childcare home, and registered family child care home. It includes those known under a descriptive name, such as nursery school, preschool, kindergarten, child play school, before or after school care, or child development center, except those excluded under ORS 329A.250. This term applies to the total childcare operation and includes the physical setting, administration, staff, equipment, program, and care of children.

DAY NURSERY - Any institution, establishment, or place, including nursery schools or private kindergartens, in which are commonly received at one time three or more children not of common parentage, under the age of six years for a period or periods not exceeding 12 hours for the purpose of being given board, care or training apart from their parents or guardians for compensation or reward.

DECLARANT - The person who files a declaration under ORS 92.075.

DECLARATION - The instrument described in ORS 92.075 by which the subdivision or partition plat was created.

DEDICATION - The designation of land by its owner for any public use as reflected on a subdivision or partition plat, deed, or other recording with the County. The term may also be used for dedications to a private homeowners' association.

DELINEATION - An analysis of a resource by a qualified professional that determines its boundary according to an approved methodology.

DEMOLISH (HPO) - To raze, destroy, dismantle, deface or in any other manner cause partial or total destruction of a landmark or any building within an historic zone.

DENSITY - The number of residential dwelling units per acre of land.

1. Gross density is calculated based on the total property acreage of each tax lot multiplied by the allowed units per acre.
2. Net density is calculated on the total acres, minus any floodplain, dedicated right-of-way, or other proposed or required dedications or allocations of land to uses other than the allowed residential units, except garages and other typical residential accessory uses.

DEVELOPMENT - Any human-caused change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, or drilling operations.

DEVELOPMENT (FHO) - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DISCRETIONARY - A permit action or decision that involves substantial judgment or discretion.

DISPLAY SURFACE (SIGN) - The area made available by the sign structure for the purpose of displaying the message.

DLCD – Oregon Department of Land Conservation and Development.

DRIVEWAY - A private way used by vehicles and pedestrians to gain access from an approved public access or right-of-way onto a lot or parcel of land.

DRIVEWAY, JOINT USE– When land uses on two or more parcels share one driveway.

DWELLING, MULTI-FAMILY - A structure containing three or more dwelling units. The land underneath the structure is not divided into separate lots.

DWELLING, SINGLE-FAMILY - A detached structure on a lot or parcel that is comprised of a single dwelling unit.

DWELLING, SINGLE-FAMILY ATTACHED - A dwelling unit that is part of a row of two or more attached dwelling units, where each unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit.

DWELLING, TWO-FAMILY (DUPLEX) - A building designed or used as two attached residential dwelling units, neither of which meets the definition of an accessory dwelling unit.

DWELLING UNIT - A building, or a portion thereof that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. A recreational vehicle is not a Dwelling Unit.

EASEMENT - A grant of the right to use a strip of land for designated purposes.

ENCROACHMENT - Advancement of a surrounding or adjacent use or structure onto another property, right-of-way or a natural resource or hazard.

ERECT - To build, construct, attach, place, suspend or affix.

EXCAVATION - The removal of organic or inorganic material (e.g., soil, sand, sediment, muck) by human action.

EXPOSED ILLUMINATION - A light source that is seen such as neon, fiber optics, LED, bare bulbs, or similar light sources.

EXTERNAL ILLUMINATION - An external light source directed to illuminate the exterior surface of the sign.

FAMILY - Persons living together in a dwelling unit as a single housekeeping unit.

FARMING – To engage in the cultivation of crops or the raising of animals. Farm Use as defined in ORS 215.203 including non-farm uses authorized by ORS 215.213 and ORS 215.283.

FENCE - Any permanent partition, structure, or gate erected as a dividing marker, barrier, or enclosure, including hedges, or living bushes or shrubs, encircling either wholly or any portion of any area.

FENCE, SIGHT OBSCURING - A continuous fence, wall, evergreen planting or combination thereof, constructed and/or planted so as to effectively screen the particular use from view.

FILL - Any act by which earth, sand, gravel, rock, or any other similar material is deposited, placed, pulled, or transported to raise the land to a higher level or grade.

FLOOD OR FLOODING (FHO)

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
   a. The overflow of inland or tidal waters.
   b. The unusual and rapid accumulation or runoff of surface waters from any source.
   c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph 1.b., of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph 1.a., of this definition.

FLOOD ELEVATION STUDY (FHO) - An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - (FHO) - The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD INSURANCE STUDY (FIS) - (FHO) - See ***FLOOD ELEVATION STUDY***.

FLOOD PROOFING (FHO) - Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODWAY (FHO) - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

FLOOR AREA - The area of the building, exclusive of porches and exterior stairs, which shall extend to the exterior faces of all walls. Floor area shall include all levels within a structure, including mezzanines and additional stories above the first floor, and including basements improved for regular human occupancy. Within a residential structure, floor area does not include garages or carports.

FLOOR ELEVATION - The height above mean sea level of the first floor of a building that is not a basement.

FLOOR, HABITABLE - Any floor area intended to be used for residential living purposes, which includes working, sleeping, eating, cooking, or recreating, or a combination thereof. A floor area used only for storage purposes is not a “habitable floor”.

FRONTAGE - The linear edge of a property along the property line abutting a street, or private accessway.

FUNCTIONALLY DEPENDENT USE (FHO) - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

GARAGE, PRIVATE - A detached accessory building or portion of a main building for the parking of automobiles of the occupants of the premises.

GARAGE, PUBLIC - A building other than a private garage used for the care, repair, parking, or storage of automobiles.

GRADE – GROUND LEVEL **-** The average elevation of the finished ground level at the centers of all walls of a building, except that if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground level.

HARD SURFACE - An area surfaced with asphalt, concrete, paving blocks, or an equivalent substance approved by the City Engineer but shall not include gravel.

HEDGE - A row of bushes or small trees planted close together which may form a barrier, enclosure or boundary in the front yard or street side yard.

HIGH GROUNDWATER - The near surface groundwater which can present a problem to land development and engineering construction.

HALF-STORY - Means that part of any building wholly or partly within the roof frame and not occupying more than two-thirds of the floor area immediately below it.

HANDOFF (WTCF)- Refers to the process of transferring an active call or data session from one cell in a cellular network to another or from one channel in a cell to another.

HEIGHT (SIGN) - The distance measured from the highest point of the natural grade below the sign to the highest attached component of the sign.

HIGHEST ADJACENT GRADE (FHO) - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE (FHO) - Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    a. By an approved state program as determined by the Secretary of the Interior or
    b. Directly by the Secretary of the Interior in states without approved programs.

HISTORIC ZONE (HPO) - A geographically definable area, the boundaries of which have been adopted by the City Council pursuant to provisions in Chapter 17.215.

HOME OCCUPATION - A lawful occupation carried on by a resident of a dwelling, where the occupation is secondary to the main use of the property as a residence.

HOTEL OR MOTEL - Any building or portion thereof designed or used to offer guest rooms or suites for temporary lodging, with or without meals, for compensation but excluding any institution in which human beings are housed or detained under legal restraint.

HOUSE OF WORSHIP - A permanently located building primarily used for religious worship. This definition shall also include accessory buildings for related religious activities and a residence.

ILLUMINATED (SIGN) - A sign that contains or consists of lights or a light source including the following:

IMPERVIOUS AREA - An area with minimal infiltration of surface water into the underlying soil and shall include pavement, such as concrete, asphalt, gravel, roadways, structures, and roofs or other similar surfaces that limit water penetration.

IMPERVIOUS SURFACE - Any material (e.g., rooftops, asphalt, concrete) which reduces or prevents absorption of water into soil.

IMPROVED STREET - A hard surfaced roadway with sidewalk, curb and gutter.

INTERNAL ILLUMINATION (SIGN) - A source of illumination from within a sign.

INTERESTED PERSON - A person who has legal standing in a land use decision and may appeal a decision by virtue of their participation in the public hearing process for that decision.

INTERMITTENT RUNOFF - The officially designated natural or manmade, open drainage channel or course necessary to convey stormwater runoff

INTERSECTION - An at-grade connection of a public or private approach road to the highway.

JUNK YARDS - The use of property for the storage of salvage materials, including scrap metals or other scrap materials; or, for the dismantling or "wrecking" of automobiles or other vehicles or machinery, whether such uses are conducted as a business for profit or otherwise.

KENNEL - Any premises where four or more dogs, cats, or other small animals or any combination thereof, are kept commercially or permitted to remain for compensation, propagation, training, or sale, except not including a clinic for small or large animals.

LANDMARK (HPO) - Any site, object, building, or structure designated by the City Council pursuant to provisions in Chapter 17.32.

LANDSCAPING - The term includes trees, grass, shrubs, flowers, water features, garden areas, the arrangement of paths, walkways, fountains, patios, decks, fencing, street and yard furniture, ornamental concrete or stonework, decorative retaining walls, earth forms, such as grading, mounding, contouring, and terracing, exterior use of artificial turf or carpeting, artificial plants, shrubs, or flowers. Both native and non-native vegetation may constitute landscaping materials. This definition pertains to complete site modifications other than buildings and parking areas and driveways.

LAND DIVISION - Any partition or subdivision of a parcel or lot.

LAND USE - The activity or activities that occur on a piece of land. Activities may be individually identified as primary or accessory uses.

LAND USE DECISION - A final decision or determination made by The City of Sweet Home that concerns the adoption, amendment, or application of the Statewide Planning Goals, the Comprehensive Plan, or any land use regulation (i.e., this Development Code) where the decision requires the interpretation or exercise of policy or legal judgment. Decisions requiring Quasi-Judicial review by The City are considered Land Use Decisions. Decisions subject to Administrative review are considered Limited Land Use Decisions, pursuant to ORS 197.015.

LAWN - Any grass or similar materials usually maintained as a ground cover of less than six inches in height. For purposes of this chapter, lawn is not considered native vegetation regardless of the species used.

LATTICE TOWER (WTCF) - A support structure constructed of vertical metal struts and cross braces forming a triangular or square structure which often tapers from the foundation to the top.

LCDC - Oregon Land Conservation and Development Commission.

LEGISLATIVE PROCESS - A process that leads to the adoption of rules or policies that have broad implications for a large geographic area or for the community as a whole.

LETTER OF MAP CHANGE (LOMC) - (FHO) - Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

1. Conditional Letter of Map Amendment (CLOMA): A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. Conditional Letter of Map Revision (CLOMR): A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. Conditional Letter of Map Revision based on Fill (CLOMR-F): A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. Letter of Map Amendment (LOMA): An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. Letter of Map Revision (LOMR): A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
6. Letter of Map Revision based on Fill (LOMR-F): A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. PMR: A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective baes flood elevations, or the special flood hazard area.

LIVESTOCK - Animals of the bovine species, horses, mules, asses, sheep, goats and swine.

LOADING SPACE - An off-street space or berth on the same lot with a building, or contiguous to a group of buildings, used for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley, or other appropriate means of access.

LOT - A unit of land created by a subdivision as defined in ORS 92.010 in compliance with all applicable zoning and subdivision codes; or created by deed or land sales contract if there were no applicable zoning, subdivision, or partitioning codes, exclusive of units of land created solely to establish a separate tax account. Such lots may consist of a single lot of record; a portion of a lot of record; or a combination thereof. Lots created judicially may be considered legal lots only if established as part of a formal judicial decree or settlement.

LOT AREA - The total horizontal area contained within the lot lines of a lot, excluding street or alley rights-of-way, and the portion of a flag lot within the pole or driveway area.

LOT, CORNER - A lot abutting upon two or more streets at their intersection, or upon two parts of the same street, such streets or parts of the same street forming an interior angle of less than 135 degrees within the lot lines.

LOT COVERAGE - That portion of the total lot area covered by structures and paving expressed as a percentage of the total lot area.

LOT DEPTH - The horizontal mean average distance between the front and rear lot lines.

LOT, FLAG - A lot created which is behind a lot fronting on a street and which is connected to that street by a driveway located on a narrow strip of land. The strip of land may be a portion of the lot behind the street-fronting lot, or an access easement over the street-fronting lot.

LOT, INTERIOR - A lot or parcel of land other than a corner lot.

LOT LINE - A line that defines a boundary of a lot.

LOT LINE, FRONT - The boundary line of a lot that abuts a street other than a side or rear yard line. For a corner lot, the shortest property line along a street, other than an alley. If two or more street lot lines are of equal length, the location of the architectural front of the home, either existing or proposed by the owner, shall be considered the front lot line. If the lot does not abut a street, the longest boundary line closest to the street, other than the pole portion of a flag lot, shall be the front lot line.

LOT LINE, REAR - A lot line not abutting a street which is opposite and most distant from the front lot line, and not intersecting a front lot line, except on a corner

lot. In the case of irregular, triangular or other shaped lots, a line ten feet in length within the lot parallel to and at a maximum distance from the front lot line.

LOT LINE, SIDE - Any lot line not a front or rear line.

LOT, THROUGH - Any lot, except a corner lot, that abuts two or more streets and/or highways.

LOT OF RECORD - A legally created lot held in separate ownership as shown on the records of the County prior to the time of the passage of an ordinance or regulation establishing a new zoning district, or new standards within an existing district, within which it is located regardless of lot's compliance with standards of the new regulation.

LOT WIDTH - The average horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line.

LOWEST FLOOR (FHO) - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Code.

MAINTAIN - To cause or allow to continue in existence. When the context indicates, the word shall mean to preserve and care for a structure, improvement, condition, or area to such an extent that it remains attractive, safe and presentable and carries out the purpose for which it was installed, constructed or required.

MAJOR PUBLIC IMPROVEMENT (HPO) - The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property within a zone or on a landmark site, except for the repair or maintenance of existing public improvements.

MANUFACTURED DWELLINGS

1. Manufactured Home - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.
2. Mobile Home - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities that is intended for human occupancy, that is being used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976, and met the

construction requirements of Oregon mobile home law in effect at the time of construction.

3. Residential (Travel) Trailer - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962.

MANUFACTURED DWELLING (FHO) - A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with “manufactured home”.

MANUFACTURED HOME PARK - Any place where four or more manufactured dwellings are located within 500 feet of one another on a lot under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person.

MANUFACTURED DWELLING PARK OR SUBDIVISION (FHO) - A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

MARQUEE (SIGN) - A permanent roofed structure attached to and supported by the building and projecting over public property.

MASS MOVEMENT - The slow or rapid, natural or artificially induced movement of rock, soil or fill downslope in response to gravity. The major geologic types of mass movement include earthflow, slump, rockslide, rockfall and mudflow.

MEAN SEA LEVEL (FHO) - For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

MINI-STORAGE WAREHOUSE - An area or areas located within an enclosed building or structure used only in connection with a residential land use for the storage of nonflammable or non-explosive materials.

MITIGATION - Compensating for impacts to a significant natural resource or its buffer including restoration, creation or enhancement. Some examples of mitigation actions are construction of new wetlands to replace an existing wetland that has been filled, replanting trees, removal of nuisance plants and restoring streamside vegetation where it is disturbed.

MOBILE HOME PARK - See ***MANUFACTURED HOME PARK***.

MOBILE HOME SPACE - A plot of land within a manufactured or mobile home park designed for the placement of one mobile home.

MODULAR HOME - A structure for residential use that has sleeping, cooking, and plumbing facilities, and is constructed off-site in compliance with the Uniform Building Code (Oregon State Structural Code) and designed to be transported to a site for installation and/or assembly of modular components to form a permanent structure.

MONOPOLE (WTCF) - A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

MOTEL - See ***HOTEL***.

MURAL (SIGN) - Artwork on the inventory of and under the ownership of the Sweet Home Active Revitalization Effort (SHARE) - Mural Committee, a part of the Sweet Home Economic Development Group (SHEDG).

NATIVE VEGETATION - Plants identified as naturally occurring and historically found within The City of Sweet Home.

NATURAL GRADE (SIGN) - The elevation of the original or undisturbed natural surface of the ground.

NATURAL RESOURCE - An area of any locally inventoried wetland, pond, stream, channel, river, lake, or habitat area.

NATURAL RESOURCE ENHANCEMENT - A modification of a natural resource to improve its quality.

NATURAL RESOURCE OVERLAY - A designation given to all significant wetlands and riparian corridors delineated on the Significant Natural Resources Map.

NEARBY USES - Activities or uses within one quarter mile of a development which can be reasonably expected to be used by pedestrians and within one mile of a development which can reasonably expected to be used by bicyclist.

NEIGHBORHOOD ACTIVITY CENTERS - Schools, parks, and other similar sites.

NEW CONSTRUCTION - Structures for which construction was initiated on or after the effective date of this Development Code.

NEW CONSTRUCTION (FHO) - For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on

or after the effective date of a floodplain management regulation adopted by City of Sweet Home and includes any subsequent improvements to such structures.

NONCONFORMING SIGN (SIGN) - A sign lawfully existing at the time this chapter becomes effective which does not conform to the requirements of this chapter.

NON-CONFORMING SITE CONDITIONS - A legally established site that does not conform to the landscaping, parking, or other site development standards of the zone in which it is located.

NON-CONFORMING STRUCTURE OR LOT - A lawful existing structure or lot at the time this chapter or any amendment thereto becomes effective which does not conform to the dimensional or similar standards of the zone in which it is located.

NON-CONFORMING USE - A lawful existing use at the time this chapter or any amendment thereto becomes effective which does not conform to the use requirements of the zone in which it is located.

NURSING HOME – A profit or nonprofit facility licensed by the State of Oregon providing long-term skilled nursing care and/or intermediate nursing care to the aged, ill, or disabled.

OCCUPANCY - The purpose for which a building, or part of a building, is used or intended to be used.

OFFICIAL ZONING MAP - The Map established by adoption by the City Council on which plan locations, particularly of streets, are indicated with detail and exactness to furnish the basis for property acquisition, building restrictions, building permits, zoning or other uses or activities, the original of which shall be kept on file at City Hall.

OPEN SPACE - Land that is not covered by buildings, paving, or other hard surfaces, unless such hard surfaces are part of an approved landscape plan, and such land is intended to remain open for visual and/or active or passive recreational use.

OPEN STORAGE - To put aside or accumulate property for use when needed or later, or for disposal, in an area that is exposed to the public view from a public street.

OWNER - The owner of record of real property as shown on the latest tax rolls or deed records of the county, or a person who is purchasing a parcel or property under written contract.

PARCEL - A single unit of land that is created by a partitioning of land, or a unit of land created by deed or land sale contract prior to adoption of local planning,

zoning or partitioning regulations. Parcel does not include a unit of land created solely to establish a separate tax account.

PARKING AREA, PRIVATE - An open area, building or structure, other than a street or alley, used for the parking of the automobiles of residents and guests of a building.

PARKING AREA, PUBLIC - An open area, building or structure, other than a private parking area, street or alley, used for the parking of automobiles and other motor vehicles and available for use by persons patronizing a particular building, establishment or area.

PARKING SPACE - A durable, dustless, concrete or asphalt paved, and marked surface area, but excluding paved area necessary for access and maneuvering into and out of the space. The following are not considered parking spaces for the purposes of OAR 660-12-045(5) (c): park and ride lots, ADA accessible parking, and parking for carpools and vanpools.

PARTITION - To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition" does not include:

1. Divisions of land resulting from lien foreclosures, divisions of land resulting from contracts for the sale of real property and divisions of land resulting from the creation of cemetery lots; or
2. Any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by any applicable zoning regulation; or
3. A sale or grant by a person to a public agency or public body for state highway, county road, or other right-of-way purposes provided that such road or right-of-way complies with the applicable comprehensive plan and ORS 215.213 (2)(p) to (r) and 215.283 (2)(q) to (s).

PATHWAY - A pedestrian facility that is entirely separate from the roadway and generally serves as an on-site pedestrian system within a development or park.

PEDESTRIAN CONNECTION - A continuous, unobstructed, reasonably direct route intended and suitable for pedestrian use between two points. Pedestrian connections include but are not limited to sidewalks, walkways, accessways, stairways and pedestrian bridges.

PEDESTRIAN WAY - A right-of-way for pedestrian traffic.

PERMANENT (SIGN) - Any sign intended to be used for a period greater than 60 days.

PERMIT (NOUN) - Any action granting permission to do an act or to engage in activity where such permission is required by this Code.

PERMITTED USE - Those uses permitted in a zone that are allowed without obtaining a conditional use permit.

PERMITTEE - The person who is proposing to use or develop property for which use, or development, requires a permit or the person who is using the property or development subject to a permit issued for the property.

PERSON - Every individual, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government or any group of combination acting as a unit.

PETS - Dogs or cats, excluding large or exotic varieties normally located in the wild or displayed by zoological societies; birds, excluding poultry; turtles, fish, lizards, non-poisonous reptiles and snakes, and rodents when contained and housed within a residence and not present in sufficient numbers as to constitute a nuisance to neighbors or to constitute a business.

PLAN MAP - An officially adopted map of The City, including urban growth boundary, showing land use designations and other graphic information which is part of The City's Comprehensive Plan.

PLANNED ROAD OR STREET - A highway, road, street, or alley identified in an adopted corridor plan, comprehensive plan or transportation system plan in accordance with administrative procedures of OAR 660-012 and ORS Chapter 197, but that has not been constructed.

PLANNED DEVELOPMENT - A type of development of a site which, as a single project, is based on a design which incorporates all elements of land, structures and uses in conformance with the applicable standards of this Code.

PLANNING COMMISSION OR COMMISSION - The Planning Commission of The City of Sweet Home, Oregon.

PLANTER STRIP - A landscape area for street trees and other plantings within the public right-of-way, usually a continuous planter area between the street and a sidewalk.

PLAT - A map, diagram, drawing, re-plat or other writing containing all of the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision, condominium division or land partition.

1. A tentative plat is one that is prepared for review and considered by The City for compliance with development regulation standards.
2. A final plat is one that is prepared for recordation with the County after The City has approved the tentative plat. A final plat must substantially conform to the specifications as approved for the tentative plat.

PONDING - The local accumulation of rainwater on the surface of the ground or to rising groundwater which has surfaced.

PROFESSIONAL OFFICE - An office occupied by medical professionals, accountants, attorneys, architects, professional engineers or surveyors or persons engaged in similar occupations.

PROPERTY (OR LOT) BOUNDARY - The division line between two units of land.

PROPERTY (OR LOT) LINE ADJUSTMENT - The relocation of a common property line between two abutting properties.

PROVIDER (WTCF) - A company holding a Federal Communications Commission (FCC) license that is in business to provide telecommunications services.

PUBLIC FACILITIES AND SERVICES - Projects, activities, and facilities which are necessary for the public health, safety, and welfare.

QUALIFIED NATURAL RESOURCE PROFESSIONAL - An individual who has proven expertise and vocational experience in a given natural resource field. A qualified professional conducting a wetland delineation must have the delineation approved by the Oregon Division of State Lands.

QUASI-JUDICIAL REVIEW - A decision affecting land use within The City which requires the interpretation and/or amendment of existing standards or maps contained in this Code.

REASONABLY DIRECT - A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users.

RECREATIONAL VEHICLE - A vacation trailer, vehicle, or portable unit, which is either self-propelled, towed, or carried by a motor vehicle, which is:

1. Built on a single chassis;
2. Less than four hundred (400) square feet;
3. Designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use; and
4. Not designed or intended as a permanent dwelling.

5. A recreational vehicle does not meet the definition for a manufactured home or mobile home.

RECREATIONAL VEHICLE (FHO) - A vehicle which is:
1. Built on a single chassis.
2. 400 square feet or less when measured at the largest horizontal projection.
3. Designed to be self-propelled or permanently towable by a light duty truck.
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

RECREATION PARK - Any area for picnicking or overnight camping by the general public or any segment of the public.

RECREATIONAL FACILITY - A recreation facility under private ownership and operated by a profit or nonprofit organization, open to bona fide members, and providing one or more type of recreation activity.

RECREATIONAL RETAIL - An establishment engaged in selling goods or merchandise when associated with a recreational development, marina and docks, and other similar uses.

RECREATIONAL VEHICLE, PARK - A lot, which is designed and operated for compensation as a place for temporary or short-term parking of occupied recreational vehicles.

RECREATIONAL VEHICLE, STORAGE - A lot which is designed and operated for compensation as a place for temporary or long-term storage of unoccupied recreational vehicles.

RESIDENTIAL CARE FACILITY - As used in ORS 197, a residential facility is a residential treatment or training home, or adult foster home, licensed by the State of Oregon, which provides care, treatment, or training for six (6) to fifteen (15) individuals, and which may also provide housing for staff persons who provide services to those individuals. For the purposed of this Development Code, a residential facility is considered to be a form of multi-family residential development.

RESIDENTIAL CARE HOME - As used in ORS 197, a residential facility is a residential treatment or training home, or adult foster home, licensed by the State of Oregon, which provides care, treatment, or training for five (5) or fewer individuals, and which may also provide housing for staff persons who provide services to those individuals. For the purposes of this Development Code, a residential care home is considered to be a form of single-family dwelling unit.

RESORT - A facility for transient guests where the primary attraction is generally recreational features or activities.

RETAINING WALL – A structure that holds back any material (usually earth) and prevents it from sliding or eroding away.

REVIEW AUTHORITY - The individual, Board, Planning Commission, or City Council who has authority to decide on a land use application as defined by this Development Code.

RIGHT-OF-WAY - Real property or an interest in real property owned by a roadway authority for the purpose of constructing, operating, and maintaining public facilities.

RIPARIAN BOUNDARY - An imaginary line that is a certain distance upland from the top of the bank and encompasses everything within the area between the wetland and the upper edge of the riparian area. The City of Sweet Home has adopted the safe harbor setback methodology for this identification.

RIPARIAN CORRIDOR - A Goal 5 resource that includes the water areas, fish habitat, riparian areas and wetlands within the riparian corridor boundary. For purposes of this chapter, riparian areas are identified on the Significant Natural Resource Overlay Zone Maps, as adopted in the Comprehensive Plan.

ROADWAY - The portion of a right-of-way that is improved for motor vehicle and bicycle travel, subject to applicable state motor vehicle licensing requirements. Roadway includes vehicle travel lanes and on-street parking areas. Roadway does not include area devoted to curbs, parking strips, or sidewalks.

ROADWAY AUTHORITY - The City or other agency with jurisdiction over a road or street.

SCHOOL, ELEMENTARY, JUNIOR HIGH OR HIGH SCHOOL - A public, private, or parochial institution offering instruction in the several branches of learning and study in accordance with the rules and regulations of the State Department of Education.

SCHOOL, TRADE OR COMMERCIAL - A building where the instruction is given to pupils for a fee in money or otherwise, which fee is the principal reason for the existence of the school.

SEMI-PUBLIC USE - A structure or use intended or used for a semi-public purpose by a church, lodge, club, or any other non-profit organization.

SENIOR HOUSING – Senior housing is housing that is suitable for the needs of an aging population. In senior housing there is an emphasis on safety, accessibility, adaptability, and longevity that many conventional housing options

may lack. Housing arrangements may include independent living (apartments), nursing and rehabilitation care and continuing care communities.

SERVICE STATION (AUTOMOBILE) - A place or station designed and used primarily for the supplying of motor fuel, oil, lubrication, and accessories to motor vehicles, but excluding major repair and overhauling.

SETBACK - The minimum allowable horizontal distance from the point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure.

SHARED DRIVEWAY - A driveway used to access two or more parcels.

SHARED PARKING -Required parking facilities for two or more uses, structures, or lots or parcels, which are satisfied jointly with the same facilities.

SHOPPING CENTER - A retail store or combination of stores, usually including a grocery store, which provide goods for sale to the public.

SHRUBS - For the purpose of the Natural Resource Zone, a woody vegetation usually greater than three feet, but less than 20 feet tall, including multi-stemmed shrubs and small trees and saplings.

SIDEWALK - A publicly or privately paved pedestrian walkway within or adjacent to a street right-of-way or private street.

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SIGN (SIGN) - Any object or device or part thereof that is used to advertise or identify an object, person, institution, organization, business, product, service, event, or location by means including words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images.

SIGN STRUCTURE (SIGN) - Any structure which supports a sign.

SIGNIFICANT NATURAL RESOURCE - Significant wetlands and riparian corridors within The City of Sweet Home's Urban Growth Boundary and designated on the Significant Natural Resources Map.

SIGNIFICANT WETLANDS - A wetland mapped on The City of Sweet Home Local Wetlands Inventory which meets the primary criteria of the Oregon Division of State Lands Administrative Rules for Identifying Significant Wetlands.

SITE DEVELOPMENT - Any human-caused change to improved or unimproved property, including, but not limited to, land surface mining, grading, filling, excavating, tree cutting, clearing, construction, installation, or alteration of a building or other structure, paving, landscaping, establishment or termination of an access or outdoor storage on the land.

SITE PLAN OR DEVELOPMENT PLAN - A drawing or graphic depiction or plan, prepared to scale, showing accurately and with complete scaled dimensioning, all existing and proposed uses, buildings, paving, and landscaping proposed for a specific parcel of land.

SPACE, MANUFACTURED HOME - An area or lot reserved exclusively for the use of a manufactured home occupant.

SPECIAL FLOOD HAZARD AREA (FHO) - See ***AREA OF SPECIAL FLOOD HAZARD*** for this definition.

START OF CONSTRUCTION - The date a building permit is issued, provided that the actual start of construction, repair, reconstruction, placement, or other improvement occurs within 180 days of the permit date.

START OF CONSTRUCTION (FHO) - Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATE AND FEDERAL NATURAL RESOURCE AGENCIES - The Oregon Division of State Lands, Oregon Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Department of Agriculture Natural Resources Conservation Service, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency.

STORY - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the top-most story shall be that portion of a building included between the upper surface of the top-most floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six feet above grade as defined herein, such basement or cellar shall constitute a story.

STREAM - A channel such as a river or creek that carries flowing surface water, including perennial streams and intermittent streams with defined channels, and excluding human-made irrigation and drainage channels.

STREAMBANK EROSION - The loss of land by stream action.

STREET OR ROAD - A public thoroughfare or right-of-way dedicated, deeded or condemned for use as such which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, or road.

1. Alley - A narrow street through a block used primarily for access by service vehicles to the back or side of properties fronting on another street.
2. Arterial-A Street used primarily for through traffic external to The City. Arterials are intersected by collector streets and typically have limited direct access to abutting properties.
3. Collector-A Street used to some extent for through traffic and also for local circulation and access to abutting properties.
4. Cul-de-sac (dead-end) - A short street with one end open to traffic and the other terminated by a vehicle turn-around.
5. Frontage - A minor street parallel to and adjacent to an arterial or major collector street intended to provide access to abutting properties and providing protection from through traffic.
6. Half-street - A portion of the standard full width of a street, usually along the edge of a development where the remaining portion of the street could be provided in another development. A half-street improvement could include up to one half the total design width, plus sufficient additional width past the centerline to ensure proper design and construction of the centerline crown, as defined by the City Engineer.
7. Limited Access Street - A means of access to property that is limited by law for public roads or by posting by an owner for private roads.
8. Local-A Street used exclusively for access to abutting properties.
9. Private-A Street which is privately owned and maintained.
10. Stub Street - A temporary street ending where the street will be extended through adjacent property in the future, as those properties develop. Not a permanent street-end or dead-end street.
11. Through Street-A Street that connects to other streets at both ends or is planned to do so in the future, pursuant to a comprehensive plan, transportation system plan, access management plan, or land use approval.

STRUCTURAL ALTERATION - Any change to the supporting members of a structure including foundations, bearing walls or partitions, columns, beams, girders, or structural change in the roof or in the exterior walls.

STRUCTURE - Anything that is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. Structure does not include at-grade paved areas or

vegetative landscaping materials.

STRUCTURE (FHO) - For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

SUBDIVIDE LAND - To divide land into four or more lots within a calendar year, or to affect a subdivision of land, as defined below.

SUBDIVISION - Either an act of subdividing land, or an area or tract subdivided as defined in this Development Code. A subdivision means the division of land into more than three lots within a calendar year.

SUBSTANTIAL DAMAGE (FHO) - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT - Receipt of a valid public works permit or building permit for construction activities, other than a grading permit, is deemed to constitute “substantial development”.

SUBSTANTIAL IMPROVEMENTS

1. Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:
    a. Before the improvement or repair is started; or
    b. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
2. The term does not, however, include either:
    a. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
    b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

SUBSTANTIAL IMPROVEMENT (FHO) - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TENTATIVE PLAN - A tentative plan is the application, supplemental data and map showing the general design of a proposed subdivision or partition, submitted to The City for approval under the provisions of ORS 92.44 and the Sweet Home Development Code

TINY HOME - A permanent one-family dwelling of 400 sq. ft. or less that will be permanently anchored to the ground and able to follow the 2018 International Residential Code (IRC) with Appendix Q, allowing for ladder access to sleeping lofts and reduced ceiling height limits. It requires permanent utility connections and fixtures as defined by standard plumbing and electrical code.

TOP OF BANK - A distinct break in slope between the stream bottom and the surrounding terrain, which corresponds with the bankfull stage, which is the two-year high-water mark, of the stream.

TRANSPORTATION FACILITIES - A physical facility used to move people and goods from one place to another (i.e., streets, sidewalks, pathways, bike lanes, transit stations, bus stops, etc.).

TRANSPORTATION IMPROVEMENTS - Facility improvements include, but are not limited to:

1. Normal operation, maintenance, repair, and preservation activities associated with existing transportation facilities.
2. Installation of culverts, pathways, medians, fencing, guardrails, lighting, and similar types of improvements within the existing right-of-way
3. Projects specifically identified in The City's adopted Transportation System Plan
4. Landscaping as part of a transportation facility.
5. Measures necessary for the safety and protection of property or the public.
6. Construction of a street or road as part of an approved subdivision or partition consistent with The City's adopted Transportation System Plan.
7. Construction of a street or road as part of an approved subdivision or land partition approved in accordance with the applicable land division code.

TREES - For the purpose of the Natural Resource Zone, a woody plant five inches or greater in diameter at breast height and 20 feet or taller.

USE - The purpose for which land or a building is arranged, designed, or intended for which either land or a building is or may be occupied.

UTILITIES - Any water, gas, sewer, storm drainage, electrical, telephone, or communication service, and all persons, companies, and agencies supplying the same.

URBAN GROWTH BOUNDARY - An adopted boundary around The City which defines the area in which The City expects to grow, where public facilities will be extended, and where joint planning responsibilities are exercised with Linn County.

VACATION - A procedure to revert public lands, including right-of-way, easements, and other public places, to adjoining private property ownerships.

VARIANCE - A grant of relief from the requirements of this Development Code which permits development in a manner that would otherwise be prohibited by this Development Code.

VARIANCE (FHO) - A grant of relief by The City of Sweet Home from the terms of a flood plain management regulation.

VIOLATION - The division or use of land or structures, or the construction of, addition to, or alteration of, structures in a manner that does not fully comply with the provisions of this Development Code.

VIOLATION (FHO) - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Code is presumed to be in violation until such time as that documentation is provided.

VISUAL COMPATIBILITY CHARACTERISTICS (WTCF) - Characteristics that minimize the visual impact of a tower or antennas.

WALL - A structure of brick, stone, etc., that surrounds an area or separates one area from another.

WAREHOUSE - A place for the safekeeping of goods and materials necessary for the proper functioning of an industrial or commercial enterprise. Also, a facility designed and intended to be used for the rental of storage units to individuals for the safekeeping of personal items.

WETLAND BOUNDARY - The edges of a wetland as delineated by a qualified professional.

WETLANDS - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. For purposes of this title, Riparian Areas are identified on the Significant Natural Resource Overlay Zone Maps, as adopted in the Comprehensive Plan.

WETLANDS-JURISDICTIONAL - A wetland subject to rules and regulations identified in Section 404 of the US Clean Water Act and Oregon's Fill and Removal statute.

WIRELESS TELECOMMUNICATIONS (WTCF) - The transmission, via radio frequency electromagnetic waves, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

WIRELESS TELECOMMUNICATIONS ACCESSORY STRUCTURE/ EQUIPMENT (WTCF) - Equipment shelters or radio equipment necessary for the operation of wireless telecommunications in addition to the antenna and tower.

WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER (WTCF) - The structure in which the electronic radio equipment and relay equipment for a wireless telecommunications facility is housed.

WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A facility consisting of the equipment and structures involved in receiving and or transmitting telecommunications or radio signals.

WIRELESS TELECOMMUNICATIONS SUPPORT FACILITY (WTCF) - A wireless telecommunication tower.

WIRELESS TELECOMMUNICATIONS TOWER (WTCF) - A structure intended to support equipment used to transmit and/or receive telecommunications signals including monopoles, guyed and lattice towers, but not excluding any other approved structure.

WORK OF ART (SIGN) - A work made and\or valued primarily for an artistic rather than practical function.

WRECKING YARD - See ***JUNK YARD***.

YARD - Any open space on the same lot with a building or group of buildings, which is unoccupied and unobstructed by any structure from the ground upward to the sky, other than by landscaping or a permitted fence, and except for the projections as permitted in this Development Code.

1. Yard, Corner Lot - The front yard is adjacent to the shortest lot line along a street. The rear yard is opposite the front yard. The street side yard is adjacent to the longest lot line along a street. The side yard is opposite the street side yard.
2. Exterior Yard - A yard area abutting a street right-of-way created by a setback line.
3. Front Yard - A yard between side lot lines and measured horizontally at right angles to the front lot line from the front lot line to the nearest point of a building. Any yard meeting this definition and abutting on a street other than an alley shall be considered a front yard.
4. Yard, Front-Inset - A yard on a flag lot, or similarly configured lot, paralleling the street and at the rear of another lot.
5. Interior Yard - A yard area adjacent to a property line created by a setback line that may be either a side yard or rear yard abutting another property.
6. Rear Yard - A yard opposite the Front Yard.
7. Side Yard - A yard that is not a Front Yard or Rear Yard.
8. Street Facing Side Yard - An exterior side yard facing a street that is not a front yard. For corner lots, usually the largest street facing dimension of the property.

ZERO LOT LINE SUBDIVISION OR PARTITION - A type of residential subdivision or partition utilizing zero lot lines between dwelling units and providing for individual ownership of each lot.

ZERO SETBACK - A property line having no setback therefrom permitting building locations on the property line and may equally divide a common wall between buildings on adjacent properties.

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17.06 CITY COMPREHENSIVE PLAN AND ESTABLISHMENT OF ZONES

17.06.010 ADOPTION OF COMPREHENSIVE PLAN

A. The purpose of this Chapter is to promote the public health, safety and general welfare of The City of Sweet Home and to assist in implementing the adopted Statewide Planning Goals.

B. The Comprehensive Plan as amended and approved by ordinance by the City Council is the official guide for decisions related to land use, and by this reference is made a part thereof.

17.06.020 CLASSIFICATION OF ZONES

For the purposes of this title, the following zones are established:

Zone	*Abbreviation*	*Zone*	*Abbreviation*
Residential Low-Density	R-1	Industrial	I
Residential Medium-Density	R-2	Public Facility	PF
Residential High-Density	R-3	Recreation Commercial	RC
Residential Mixed Use	MU	Mixed Use Employment	MUE
Commercial Central	C-1	Natural Resources Overlay	NRO
Commercial Highway	C-2	Flood Hazard Overlay	FHO
Commercial Neighborhood	C-3	Historic Property Overlay	HPO

17.06.030 LOCATION OF ZONES

The boundaries for the zones listed in this title are indicated on The City Zoning Map of 2003 and all amendments made, which are adopted by reference. The boundaries shall be modified in accordance with zoning map amendments which shall be adopted by reference.

17.06.040 ZONING MAPS

A zoning map or zoning map amendment adopted by this title or by an amendment thereto shall be prepared by authority of the City Council. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained at City Hall as long as this title remains in effect.

17.06.050 ZONING OF ANNEXED AREAS

All areas annexed to The City shall continue to be zoned under the existing county zoning, unless the area or a part of the area is specifically placed in a zone or zones by the City Council, after receiving and considering the recommendations of The City's Planning Commission.

17.06.060 LOCATION OF ZONE BOUNDARIES

A. Boundaries. The boundaries for the zones listed in this Development Code are indicated on the Zoning Map of The City of Sweet Home, which is hereby adopted by this reference and hereinafter referred to as the "Zoning Map" in this Development Code. The boundaries shall be modified, only in accordance with the Sweet Home Comprehensive Plan land use designations and policies, with zone map amendments and adopted by ordinance.

B. Zoning Map. The official "Zoning Map" shall be maintained on file at City Hall as long as this Development Code remains in effect. Amendments thereto shall be endorsed on the map with the number of the ordinance by which the change was made. Failure to revise the map shall not affect the validity of any zone change.

C. Boundary Resolution. The City Council shall resolve any dispute over the exact location of a zone boundary. In interpreting the location of such boundaries on the Sweet Home Zoning Map, the City Council shall rely on the Sweet Home Comprehensive Plan Map and the following guidelines for the location of zone boundaries:

1. Rights-of-Way. Boundaries indicated as approximately following the center lines of streets, highways, railroad tracks, alleys, irrigation canals, bridges, or other right-of-way shall be construed to follow such center lines. Whenever any public right-of-way is lawfully vacated, the lands formerly within the vacated right-of-way shall automatically be subject to the same land use district designation that is applicable to lands abutting the vacated areas.
2. Parcel, Lot and Tract. Boundaries indicated as approximately following the boundaries of a parcel, lot, or tract shall be construed as following such boundaries.
3. Jurisdiction Boundary. Boundaries indicated as approximately following a city or county boundary, or the urban growth boundary, shall be construed as following said boundary.
4. Natural Features. Boundaries indicated as approximately following a river, stream, drainage channel, drainage basin, topographic contour or other changeable natural feature not corresponding to any feature listed in subsections C.1. through 3. immediately above, shall be construed as following such feature.

17.08 USES - GENERAL

17.08.010 INTERPRETATIONS OF USES

A. Types of Uses. Within each zone, uses are classified as "permitted," "special permitted" and "conditional." Further, uses are functionally classified by description of the activity, such as "single-family residence."

B. Interpretation of Uses. Where a use is not defined in Chapter 17.04, the words of this Development Code describing such use are to be given their ordinarily accepted meaning, except where the context in which they are used otherwise clearly requires an alternative interpretation.

C. Prohibited Uses. A use not specifically identified as permitted, special permitted or conditionally permitted within a zone, or otherwise allowed through interpretation, shall be considered a prohibited use.

D. City Authorization. The City may permit uses in a zone similar to uses permitted outright in that zone.

17.08.020 PERMITTED USES - ALL ZONES

The following uses and activities are permitted in all zones:

A. Placement and maintenance of underground or above ground wires, cables, pipes, guys, support structures, pump stations, drains, and detention basins within rights-of-way by public agencies and utility companies for telecommunications, or electrical power transmission, or transmission of natural gas, petroleum products, geothermal water, water, wastewater, sewage and rainwater.

B. Railroad tracks and related structures and facilities located within rights-of-ways controlled by railroad companies.

C. Surfaced travel lanes, curbs, gutters, drainage ditches, sidewalks, transit stops, landscaping and related structures and facilities located within rights-of-way controlled by a public agency.

D. Expansion of public right-of-way and widening or adding improvements within the right-of-way, provided the right-of-way is not expanded to more width than prescribed for the street in the Public Facilities segment of the Comprehensive Plan.

17.08.030 PROHIBITED USES

The following uses are prohibited regardless of the underlying zone:

A. The use of private property for the burial of human remains, and family burial grounds.

B. Breeding, raising and/or keeping of swine.

C. Commercial feed lots, dairies, and auction yards for livestock.

D. Rendering plants, slaughterhouses, and meat packing plants.

17.10 RESIDENTIAL LOW-DENSITY ZONE (R-1)

17.10.010 PURPOSE

The purpose of the R-1 zone is to provide areas suitable and desirable for single-family homes, associated public service uses and duplexes on corner lots. The R-1 zone is most appropriate in areas which have developed or will develop with single-family homes at a density which warrants provision of public water and sewer facilities.

17.10.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-1 zone:

A. Single-family dwelling.

B. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.

C. Residential care homes, licensed by the State of Oregon.

D. Day care facility; day nursery for 12 or fewer children.

E. Open space and parks identified in The City's adopted Parks Master Plan.

17.10.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-1 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions, subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured homes on individual lots, subject to provisions in Chapter 17.66.

G. Home occupations, subject to the provisions of Chapter 17.68.

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H. Residential accessory structures, subject to the provisions in Chapter 17.70.

I. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

J. Temporary uses, subject to provisions in Chapter 17.74.

17.10.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Cemetery.

B. Houses of worship, club, lodge, fraternal organization.

C. Community center.

D. Hospital and medical clinics.

E. Private golf course, country club or recreational club.

F. Public school and private schools, except trade schools.

G. Public utility facility.

H. Bed and breakfast establishments and short-term rentals, subject to provisions in Chapter 17.76.

I. Secondary use on a lot without a primary use.

J. Amateur radio, police, and fire antennas.

K. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.10.050 DENSITY REGULATIONS

A. Single Family and Manufactured Homes - No more than one dwelling per lot or parcel, other than an approved residential accessory dwelling unit.

B. Duplex – No more than one duplex per ~~corner~~ lot or parcel.

C. Residential Development – Maximum of 5.4 dwelling units per net acre. Duplexes shall count as one dwelling unit for purposes of density calculation.

17.10.060 DIMENSIONAL STANDARDS

A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-1 zone:

Minimum Lot Area & Width	
Single Family Dwelling, Manufactured Home	7,000 square feet
Duplex	7,000 square feet
Other Uses	Sufficient to meet density and development requirements
Minimum Width at Building Line	70-feet
Minimum Setbacks	
Front Yard	15-feet
Garage, Carport	20-feet to entrance
Side Yard (Interior)	5-feet minimum any side 12-feet both sides combined
Side Yard (Street)	15 feet
Rear Yard	15 feet
Maximum Structure Height	
Primary Building	30 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	40%

B. On a flag lot, or similarly configured lot, the inset front yard setback shall be a minimum of 15 feet.

C. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from the street abutting the front yard and 20 feet from the street abutting the street side yard.

17.10.070 DEVELOPMENT STANDARDS

All development in the R-1 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

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).

17.12 RESIDENTIAL MEDIUM-DENSITY ZONE (R-2)

17.12.010 PURPOSE

The purpose of the R-2 zone is to provide areas suitable and desirable for single-family homes, duplexes, condominiums, town houses and appropriate community facilities.

17.12.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-2 zone:

A. Single-family dwelling.

B. Single-family attached dwellings.

C. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.

D. Residential care homes, licensed by the State of Oregon.

E. Day care facility; day nursery for 12 or fewer children.

F. Open space and parks identified in The City's adopted master parks plan.

17.12.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-2 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured homes on individual lots, subject to provisions in Chapter 17.66.

G. Home occupations, subject to the provisions of Chapter 17.68.

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H. Residential accessory structures, subject to the provisions in Chapter 17.70.

I. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

J. Temporary uses, subject to provisions in Chapter 17.74.

17.12.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Multi-family dwellings.

B. Cemetery.

C. Houses of worship, club, lodge, fraternal organization.

D. Community center.

E. Hospital and medical clinics.

F. Professional office, except for animal clinic.

G. Private golf course, country club or recreational club.

H. Public school and private schools, except trade schools.

I. Public utility facility.

J. Bed and breakfast establishments, and short-term rentals subject to provisions in Chapter 17.76.

K. Secondary use on a lot without a primary use.

L. Amateur radio, police and fire antennas.

M. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.12.050 DENSITY REGULATIONS

A. Single Family and Manufactured Homes, Duplexes - No more than one residential structure per lot or parcel, other than an approved residential accessory dwelling.

B. Other Residential Development – Maximum of 12.0 dwelling units per net acre.

17.12.060 DIMENSIONAL STANDARDS

A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-2 zone:

Minimum Lot Area & Width	
Single Family	5,000 square feet
Duplex	5,000 square feet
Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	2,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet
Minimum Setbacks	
Front Yard	15 feet
Garage	20 feet to the entrance
Side Yard (Interior)	5 feet
Side Yard (Street)	15 feet
Rear Yard	15 feet
Attached Side Yard	0 feet/10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single-family Attached, Duplex	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

B. On a flag lot, the inset front yard setback shall be a minimum of ten feet.

C. No building shall be located closer than one-half the distance of the right-of-way projected for the abutting street, based on the street classification, plus the required front setback from a centerline of a street other than an alley.

17.12.070 DEVELOPMENT STANDARDS

All development in the R-2 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

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).

17.14 RESIDENTIAL HIGH-DENSITY ZONE (R-3)

17.14.010 PURPOSE

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.

17.14.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-3 zone:

A. Single-family dwelling.

B. Single-family attached dwellings.

C. Duplex dwelling, including those duplexes created though conversion of an existing detached single-family dwelling.

D. Multi-family dwelling.

E. Residential care homes and facilities, licensed by the State of Oregon.

F. Day care facility; day nursery for 12 or fewer children.

G. Open space and parks identified in The City's adopted Parks Master Plan.

17.14.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-3 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured dwelling park, subject to the provisions of Chapter 17.64.

G. Manufactured homes on individual lots, subject to the provisions of Chapter 17.66.

H. Home occupations, subject to the provisions of Chapter 17.68.

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I. Residential accessory structures, subject to the provisions in Chapter 17.70.

J. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

K. Temporary uses, subject to provisions in Chapter 17.74.

17.10.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Cemetery.

B. Houses of worship, club, lodge, fraternal organization.

C. Community center.

D. Hospital and medical clinics.

E. Professional office, except for animal clinics.

F. Private golf course, country club or recreational club.

G. Public school and private schools, except trade schools.

H. Public utility facility.

I. Bed and breakfast establishments and short-term rentals, subject to provisions in Chapter 17.76.

J. Secondary use on a lot without a primary use.

K. Amateur radio, police, and fire antennas.

L. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.14.050 DENSITY REGULATIONS

A. Single Family Attached and Detached Homes, Duplexes – 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.

B. Multi-family – Maximum of 28 units per net acre.

17.14.060 DIMENSIONAL STANDARDS

Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-3 zone:

Minimum Lot Area & Width	
Single Family	5,000 square feet
Duplex	5,000 square feet
Attached Dwelling	2.000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet
Minimum Setbacks	
Front Yard	15 feet
Garage	20 feet to the entrance
Side Yard (Interior)	5 feet (per story)
Side Yard (Street)	15 feet
Rear Yard	15 feet
Attached Side Yard	0 feet 10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single family Attached, Duplex, Multi-family	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

17.14.070 DEVELOPMENT STANDARDS

All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

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).

17.16 MIXED-USE ZONE (MU)

17.16.010 PURPOSE

The Mixed-Use Zone is intended to provide areas appropriate for centralized commercial facilities to serve the needs of area residents and provide a variety of housing opportunities in support of commercial activities.

17.16.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the MU zone:

A. Single-family, attached dwellings; and, duplex dwelling, including those duplexes created though conversion of an existing detached single-family dwelling.

B. Multi-family dwellings.

C. Residential care homes and facilities, licensed by the State of Oregon.

D. Day care facility; day nursery for 12 or fewer children.

E. Open space and parks identified in The City's adopted Parks Master Plan.

F. Nursing homes, assisted living centers, convalescent homes, housing specifically designed for, and occupied by, individuals 55 years of age and older, and similar facilities.

G. Retail trade establishments engaged in selling goods or merchandise to the general public, for personal or household consumption such as retail groceries, hardware stores, department stores and sporting goods stores.

H. Retail service establishments offering services and entertainment to the general public for personal or household consumption such as eating and drinking establishments, motels and hotels (but excluding recreational vehicle parks and campgrounds), banks, real estate, and financial services.

I. Business service establishments engaged in rendering services to other businesses on a fee or contract basis such as building maintenance, employment services, and consulting services.

J. Professional offices and clinics for medical, dental, legal, engineering and other professions

K. Public and private utility buildings and structures, including but not limited to electric substations, telephone exchanges, and communications antennas or towers.

L. Publicly owned and operated facilities or structures, including government offices and stations, public use buildings and recreation sites, excluding water and sewage treatment facilities.

17.16.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the MU zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions, subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Residential accessory structures, subject to the provisions in Chapter 17.70.

G. Temporary uses, subject to provisions in Chapter 17.74.

17.16.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, subject to provisions in Chapter 17.78.

B. Public and private schools, pre-schools, kindergartens, elementary, middle and high schools, including business, art, dancing, trade, technical, or similar schools.

C. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.16.050 DENSITY REGULATIONS

The maximum allowable density shall be 16 dwelling units per net acre for single family attached homes, and 32 dwelling units per net acre for multi-family development.

17.16.060 DIMENSIONAL STANDARDS

Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the MU Zone:

Minimum Lot Area	
Attached Single Family	2,000 square feet
Other Residential	5,000 square feet
Nonresidential Development	5,000 square feet
Minimum Lot Dimension Requirements	
Lot Width: Attached/Other/Nonresidential	25 feet/50 feet/50 feet
Lot Depth: Attached/Other/Nonresidential	80 feet//100 feet/100 feet
Minimum Setbacks	
Front Yard	10 feet
Garage, carport	20 feet to entrance
Side Yard	5 feet
Side Yard (adjacent to “R” zone)	5 feet + 5 feet per story
Side Yard (Street)	10 feet
Rear Yard	5 feet
Rear Yard (adjacent to “R” zone)	5 feet + 5 feet per story
Maximum Structure Height	
Primary Structure	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	75%

17.16.070 DEVELOPMENT STANDARDS

Unless otherwise amended by Chapter 17.106, all development in the MU Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

A. Off-street Parking. Uses identified in the MU 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. Outdoor Storage and Display. Outdoor storage and display of merchandise, material, or equipment shall be permitted only when such storage is incidental to a permitted use located on the same property, and provided that:

1. The storage area shall be completely enclosed by sight obscuring fences, walls, or buildings or a combination thereof. Said walls or fences shall be not less than six feet in height.
2. There shall be no outdoor storage of merchandise, materials, equipment, or other goods to a height greater than that of any enclosing fence, wall, or building.
3. Outdoor display of limited commercial goods may be permitted in front of the building, such as adjacent to the sidewalk, provided that the sidewalk is not obstructed, or the sidewalk is widened to create additional space outside of the normal 5-foot walkway.

G. Mixing Uses. Residential and commercial uses may be mixed either on the entire site, within a building or both. No more than 90% of the development shall be a single use, as measured by square footage of building floor area or square footage devoted to a use or activity.

H. 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).

17.18 COMMERCIAL CENTRAL ZONE (C-1)

17.18.010 PURPOSE

The purpose of the C-1 zone is to provide an area suitable and desirable for retail and service enterprises, offices, financial institutions and public service uses which are appropriate in the intensively developed commercial center of the community in order to meet shopping and other business needs of area residents. The C-1 zone is appropriate only in the downtown area of The City.

17.18.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the C-1 zone:

A. Dwellings located above a first-floor commercial business.

B. Parking lot.

C. Family day care center; not a home occupation.

D. Community center.

E. Bus depot, taxicab stand.

F. Club, lodge, fraternal organization.

G. Newspaper office, print shop.

H. Motel, hotel, rooming/boarding house establishment.

I. A commercial enterprise which may be classified as belonging to one of the following use groups:

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store;
2. Automobile, boat, truck or trailer sales establishment; provided any associated repair shall be incidental to the operation and that all sales, service, storage, repair and display shall occur within an enclosed building;
3. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith;
4. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-1 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop;

5. Eating or drinking establishments such as restaurant, tavern or cocktail lounge;
6. Office, business or professional;
7. Financial institution, such as bank; and
8. Indoor commercial amusement or recreation establishment such as bowling alley, theater, or pool hall.

J. Antique shop or second-hand store; provided, all business, service, storage, sales, repair, and display shall be conducted entirely within an enclosed building.

17.18.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the C-1 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned developments, subject to the applicable provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Bed and breakfast, and short-term rentals within a pre-existing residence, subject to the provisions of Chapter 17.76.

G. Temporary uses, subject to provisions in Chapter 17.74.

H. Affordable Housing, subject to provisions in Chapter 17.72.

17.18.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, nonprofit religious or philanthropic institution.

B. Governmental structure or use of land.

C. Public utility facility.

D. Automobile service station: provided, that no major automobile repair, overhaul or reconstruction shall be permitted; and provided, further, that any incidental automobile repair shall be performed entirely within an enclosed building.

E. Any use permitted in a C-1 zone with customer drive-in service facilities, per requirements in Chapter 17.18.060.

F. Small animal clinic or animal hospital; provided, all animals shall be always kept within an enclosed building.

G. Amateur radio antennas.

H. Commercial radio stations and antennas.

I. Marijuana retailer or medical dispensary.

J. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.18.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-1 Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	0 feet
Side Yard	0 feet
Street Side Yard	0 feet
Rear Yard	0 feet
Front Yard (adjacent to “R” zone)	20 feet
Side Yard (adjacent to “R” zone)	10 feet
Street Side Yard (adjacent to “R” zone)	15 feet
Rear Yard (adjacent to “R” zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	40 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

C. Setbacks for Automobile Service Stations. Freestanding gasoline pumps and pump islands may occupy a required front or street side yard; provided, they are a minimum of 15 feet from the property line separating the yard from the street.

17.18.060 DEVELOPMENT STANDARDS

All development in the C-1 Zone shall comply with the following specific standards:

A. Off-street Parking. 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. Site Development Review. All new development and expansion of an existing structure or use in the C-1 Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Outdoor Storage and Display. Permanent outdoor storage and display of merchandise, material, or equipment shall be prohibited. Temporary outdoor display of merchandise shall be allowed, provided the display is limited to business hours.

H. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

I. Drive-Through Facilities. Drive-up, drive-in and drive-through facilities (e.g., associated with restaurants, banks, car washes and similar uses) are permitted only when accessory to a primary commercial “walk-in” use, and shall conform to all of the following standards:

1. The facility receives access from an alley or driveway, and not a street;
2. None of the drive-up, drive-in or drive-through facilities (e.g., driveway queuing areas, window, teller machines, service windows, drop-boxes, and similar facilities) are located within 20 feet of a street and shall not be oriented to a street corner. Walk-up only teller machines and kiosks are exempted from this requirement;

3. The facility is subordinate to a primary permitted use. **Subordinate** means all components of the facility, in total, occupy less street frontage than the primary commercial or public/institutional building; and
4. No more than one drive-up, drive-in or drive-through facility shall be permitted on one block, or for 300 linear feet along the same street frontage, whichever is less.

J. 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).

17.20 COMMERCIAL HIGHWAY ZONE (C-2)

17.20.010 PURPOSE

The purpose of the C-2 zone is to provide areas suitable and desirable for highway related commercial enterprises intended to meet the business needs of area residents and highway travelers. The C-2 zone is appropriate in areas along or near U.S. Highway 20 east and west of downtown Sweet Home which have developed with commercial activities, or which have potential for such activity as long as sufficient vehicular access control is maintained.

17.20.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the C-2 zone:

A. Parking lot.

B. Day care center.

C. Community center.

D. Bus depot, taxicab stand.

E. Club, lodge, fraternal organization.

F. Newspaper office, print shop.

G. Commercial enterprises with customer drive-in service facilities, pursuant to requirements in Chapter 17.18.060.

H. Automobile service station, provided, any incidental automobile repair shall be performed entirely within an enclosed building.

I. Automobile, boat, truck, trailer sales, service, rental, display, storage, and repair.

J. Cabinet or similar woodworking shop.

K. Cold storage plant, ice processing plant.

L. Feed, seed store.

M. Heavy equipment, implement, machinery sales, service, rental, display, storage, and repair.

N. Lumber, building materials sales and storage.

O. Outdoor commercial amusement or recreation establishment such as miniature golf course or drive-in theater, but excluding uses such as race track or automobile speedway.

P. Plumbing, heating, electrical or paint contractor's storage, sales or repair shop.

Q. Tire sales, repair shop.

R. Truck terminal, freight depot.

S. Warehouse, storage area including mini-storage.

T. Wholesale establishment.

U. Motel, hotel, rooming/boarding house establishment.

V. A commercial enterprise which may be classified as belonging to one of the following use groups:

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store.
2. Automobile, boat, truck, or trailer sales establishment; provided any associated repair shall be incidental to the operation and that all sales, service, storage, repair, and display shall occur within an enclosed building.
3. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith.
4. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-2 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop.
5. Eating or drinking establishments such as restaurant, tavern, or cocktail lounge.
6. Office, business or professional, including medical clinics.
7. Small animal clinic or animal hospital; provided, all animals shall be always kept within an enclosed building.
8. Financial institution, such as bank.
9. Indoor commercial amusement or recreation establishment such as bowling alley, theater, or pool hall.

W. Antique shop or second-hand store; provided, all business, service, storage, sales, repair, and display shall be conducted entirely within an enclosed building.

17.20.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the C-2 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Bed and breakfast, and short-term rentals within a pre-existing residence, subject to the provisions of Chapter 17.76.

G. Temporary uses, subject to provisions in Chapter 17.74.

H. Affordable Housing, subject to provisions in Chapter 17.72.

17.20.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, nonprofit religious or philanthropic institution.

B. Governmental structure or use of land.

C. Public utility facility.

D. Machine and welding shops, sheet metal, wood, fiberglass manufacturing and other similar uses.

E. Amateur radio antennas.

F. Commercial radio stations and antennas.

G. Marijuana retailer or medical dispensary.

H. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.20.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-2 Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	20 feet
Side Yard	0 feet
Street Side Yard	20 feet
Rear Yard	0 feet
Side Yard (adjacent to "R" zone)	10 feet
Rear Yard (adjacent to "R" zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	35 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

C. Setbacks for Automobile Service Stations. Freestanding gasoline pumps and pump islands may occupy a required front or street side yard; provided, they are a minimum of 15 feet from the property line separating the yard from the street.

17.20.060 DEVELOPMENT STANDARDS

All development in the C-2 Zone shall comply with following specific standards:

A. Off-street Parking. 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. Site Development Review. All new development and expansion of an existing structure or use in the C-2 Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Outdoor Storage and Display. Outdoor storage shall be limited to those items normally displayed, e.g., automobiles for an automobile dealership. Permanent outdoor storage of merchandise, material, or equipment shall be permitted, provided the storage area is surrounded by a sight-obscuring fence. Temporary outdoor display shall be allowed, provided the display of merchandise is limited to business hours.

H. Exterior Lighting. Exterior lighting shall be in such a manner so as not to face directly, shine or reflect glare onto a street, a highway, or a lot in a residential zone.

I. 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).

17.22 INDUSTRIAL ZONE (I)

17.22.010 PURPOSE

The purpose of the Industrial zone is to provide areas suitable and desirable for all types of industrial activity; provided that, development controls are utilized to minimize possible harmful effects related to air and water pollution and to potential nuisance hazards such as fire, explosion, or noise. The I zone is appropriate in those large areas already developed for industrial use and in those areas possessing site characteristics suitable for industry, such as good access to highway and rail facilities, readily available water and sewer systems, level, and well drained sites, and little or no potential hazard to nearby residential or commercial areas.

17.22.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the I zone:

A. Manufacturing and Assembly, Secondary Processing

1. Food processing, including canning, freezing, drying, dairy products and similar food processing and preserving, beverage bottling facility, including warehousing and distribution, but excluding processes which involve the slaughter of animals.
2. Textile mill products including apparel and other finished products made from fabrics and similar materials.
3. Furniture and fixtures including retail wood products.
4. Printing, publishing, and allied industries.
5. Rubber and miscellaneous plastics.
6. Leather and leather goods but excluding a tannery.
7. Cement, glass, clay, and stone products manufacturing.
8. Fabricated metal products.
9. Electrical and electronic equipment, machinery and supplies but excluding batteries.
10. Battery manufacture, sales, and service.
11. Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks.
12. Freight terminals, including loading docks, storage, warehousing and wholesale distribution, cold storage lockers and similar personal storage facilities such as mini-storage warehouses.
13. Other manufacturing, wholesaling, or distributing activities similar to those listed.

B. Wholesale trade and distribution facilities, but excluding trade and distribution involving:

1. Metals and minerals.
2. Scrap and waste material.
3. Farm-product raw materials.
4. Chemicals and allied products.
5. Petroleum and petroleum products.

C. Public and private utility facilities, including water and sewage treatment facilities, substations, pumping stations and similar facilities with outdoor equipment storage permitted.

D. Commercial radio stations and antennas, or other wireless telecommunications facilities.

17.22.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the I zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Temporary uses, subject to provisions in Chapter 17.74.

F. Affordable Housing, subject to provisions in Chapter 17.72.

17.22.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Manufacturing and related uses including:

1. Cement, lime or similar products manufacture;
2. Explosives storage or manufacture;
3. Petroleum products manufacture or refining;
4. Pulp mill;
5. Rendering plant, tannery, slaughterhouse;
6. Smelting, refining of metallic ore; and

7. Other uses similar to the above which may possess characteristics injurious to public health and safety due to emission of smoke, noise, dust, odor, refuse, fumes, vibration or similar hazard.

B. Automobile wrecking yard, junkyard.

C. Public utility or safety facility.

D. A single-family dwelling occupied by the owner, manager, night watchperson or caretaker of the industrial establishment.

E. Marijuana producer, marijuana processor, marijuana wholesaler, a marijuana laboratory, a marijuana test facility, a marijuana grow site, and a marijuana processor site.

F. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.22.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the I Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	20 feet
Side Yard	0 feet
Street Side Yard	20 feet
Rear Yard	0 feet
Side Yard (adjacent to “R” zone)	20 feet
Rear Yard (adjacent to “R” zone)	20 feet
Maximum Structure Height	
Principal and Accessory Building	80 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

17.22.060 DEVELOPMENT STANDARDS

All development in the I Zone shall comply with the following specific standards shall apply:

A. Off-street Parking. Parking, driveway and loading improvements 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 the provisions contained in Chapter 17.52.

D. Landscaping. Landscaping improvements shall conform to the provisions contained in Chapter 17.54.

E. Yards and Lots. Yards and lots shall conform to provisions contained in Chapter 17.56.

F. Site Development Review. All new development and expansion of an existing structure or use in the I Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

H. Limitations on Use. Uses permitted outright involving manufacture and all conditional uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality and any other public agency having appropriate regulatory jurisdiction. Prior to approval of conditional use permits or zoning permits, evidence shall be submitted to The City indicating that the proposed activity has been approved by all appropriate regulatory agencies.

I. 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).

17.24 PUBLIC FACILITY ZONE (PF)

17.24.010 PURPOSE

The purpose of the Public Facility zone is to provide areas appropriate for specific public and semi-public uses and to ensure their compatibility with adjacent uses. It is intended that this zone be applied to individual parcels shown to be an appropriate location for a certain public or semi-public use.

17.24.020 PERMITTED USES

The following uses are permitted in the PF zone and subject to a Site Development Review:

A. Educational facilities, including:

1. Kindergartens;
2. Elementary, junior high and high schools;
3. Stadiums and athletic fields;
4. Playgrounds;
5. Open space.

B. Municipal service facilities, including:

1. Fire and Police stations.
2. City Hall.
3. Community centers and recreational facilites
4. Sewage treatment facilities.
5. Water treatment facilities.
6. Public Works Shops.
7. Wireless Telecommunication Facilities.
8. Libraries.
9. Parks and Open Space

17.24.030 SPECIAL PERMITTED USES

The following uses, when developed under the special development requirements, are permitted in the PF zone:

A. Property line adjustments, subject to the provisions in Chapter 17.92.

B. Partitions, subject to the provisions in Chapter 17.58.

C. Subdivisions, subject to the applicable provisions of Chapter 17.58.

D. Affordable Housing, subject to provisions in Chapter 17.72.

17.24.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Fraternal and civic organizational facilities

B. Hospitals and overnight clinics

C. Semi-public facilities such as houses of worship, cemeteries, monasteries, and similar.

D. Any other use that is compatible with the purpose and intent of the zone, and that would have off-site impacts that would not significantly exceed those that are typical of the other conditionally permitted uses listed in this section.

17.24.050 DIMENSIONAL STANDARDS

The following dimensional standards shall be required for all development in the Public Facility Zone:

Minimum Lot Area	Sufficient to allow the use and comply with setback requirements.
Minimum Setbacks (to Use)	
Front Yard – Adjacent to Non-residential	None
Front Yard - Adjacent to Residential	15-feet
Side Yard – Adjacent to Non-residential	None
Side Yard - Adjacent to Residential	15 feet
Rear Yard – Adjacent to Non-residential	None
Rear Yard – Adjacent to Residential	15 feet
Maximum Structure Height	60 feet
Maximum Lot Coverage	80%

17.24.060 DEVELOPMENT STANDARDS

All development in the Public Facility Zone shall comply with the applicable provisions of Chapter 2.40 of this Code. In addition, the following specific standards shall apply:

A. Off-street Parking. All 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 Section 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. Site Development Review. All new development or expansion of an existing structure or use shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

H. 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).

17.26 RECREATION COMMERCIAL ZONE (RC)

17.26.010 PURPOSE

The purpose of the RC zone is to provide and maintain areas which possess unique characteristics for recreation-related commercial and residential development, and which are suitable and desirable for recreation businesses for tourists and recreationists in the area. A high standard is essential in order to maintain and enhance the appearance of the area and its unique value to the community.

17.26.020 PERMITTED USES

In an RC zone, the following uses and their accessory uses are permitted outright:

A. Motel, hotel or resort.

B. Recreational vehicle park.

C. Recreational vehicle park with owner time share.

D. Museum or art gallery.

E. Community center, meeting facility, convention center or similar use.

F. Residential uses related to or in conjunction with a recreational development.

G. Eating and drinking establishment.

H. Recreational retail, such as ski, hiking, climbing or similar equipment.

I. Arts and crafts workshops and retail sales.

J. Amusement or recreation services.

K. Recreational teaching facilities.

L. Single-family and duplex dwellings, including those duplexes created through conversion of an existing detached single-family dwelling, on legal lots of record at the time of enactment of this Chapter.

17.26.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the RC zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Residential accessory dwellings, subject to provisions of Chapter 17.72.

G. Bed and breakfast within a pre-existing residence, subject to the provisions of Chapter 17.76.

H. Temporary uses, subject to provisions in Chapter 17.74.

17.26.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Listed permitted uses in the I zone.

B. Recreation oriented uses or activities not listed as permitted.

C. Residential uses not related to or in conjunction with a recreational development.

D. Public storage facility.

E. Non-recreational retail.

F. Governmental structure or use of land, or public utility facility.

G. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.26.050 SPECIAL STANDARDS

In the RC zone, the following special standards shall apply unless modified as a part of a planned development.

A. Single-family dwellings, duplexes and accessory uses shall meet the following minimum standards.

1. Minimum lot size shall be 5,000 square feet.
2. Minimum lot width shall be 50 feet.
3. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be a minimum of 15 feet;
    b. Side shall be a minimum five feet with a combined minimum of 13 feet;
    c. Street side shall be minimum of 15 feet;
    d. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    e. Rear shall be a minimum of 20 feet.
4. Building height shall not exceed 30 feet.
5. Building coverage shall not exceed 35% of the land area.
6. A carport or garage is required.
7. Off-street parking will be based on The City parking standards.

B. Single-family attached dwellings shall meet the following standards.

1. Minimum lot size shall be 2,000 square feet per unit.
2. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be 15 feet;
    b. Sides between units shall be zero;
    c. Sides on exterior boundaries shall be five feet;
    d. Street side shall be a minimum of 15 feet;
    e. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    f. Rear shall be a minimum of 15 feet.
3. Building height shall not exceed 40 feet.
4. Building coverage shall not exceed 70% of the land area.
5. Off-street parking will be based on The City parking standards.

C. Multi-family dwellings and accessory uses shall meet the following standards.

1. Minimum lot size shall be 1,500 square feet per unit.
2. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be 20 feet;
    b. Side shall be a minimum ten feet;
    c. Street side shall be minimum of 15 feet;
    d. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    e. Rear shall be a minimum of 20 feet.
3. Building height shall not exceed 40 feet.
4. Building coverage shall not exceed 60% of the land area.
5. Off-street parking will be based on The City parking standards.

D. Commercial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designed as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 45 feet.
4. Yard setbacks:
   a. Front, from either a public or private street, shall be 20 feet; and
   b. Sides, none, except if abutting residential zones, and then the side yard shall be at least ten feet. The required side yard shall be increased by one-half foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential zones, and then the rear yard shall be at least ten feet. The required rear yard shall be increased by one-half foot for each foot that the building height exceeds 20 feet.

17.26.060 DEVELOPMENT PLAN REVIEW

In the RC Zone, submittal of a plan for development on a specific piece of property shall comply with the following.

A. The site plan, with proposed land uses, shall include accurate measurements from property lines to and between all structures.

B. Building types, with approximate dimensions should be submitted. The plans should indicate the general height, bulk and appearance of buildings.

C. Vehicular and pedestrian access and circulation must be included on the plan.

D. The configuration, including a count and size of all spaces and aisle widths, of all parking areas should be included.

E. Existing natural features such as streams, riparian zone, wetlands, and topography must be shown before construction and include proposed impacts to the natural resources.

F. Proposals for landscaping, fencing or other barriers should be included on the plan.

G. Proposals for the location, size, height, and lighting of signs should be submitted.

H. Proposals for the provision of water, fire suppression, sewage, storm drainage, exterior lighting and solid waste must be submitted.

17.26 MIXED-USE EMPLOYMENT ZONE (MUE)

17.26.010 PURPOSE

The purpose of the Mixed-Use Employment zone is to provide a mix of business and professional services, research facilities, offices, retail and services firms and limited manufacturing opportunities. While primarily intended as an employment center, opportunities will be available for residential development as either a separate or ancillary use. It is expected that industrial uses will likely locate near or adjacent to the existing rail line, while residential and commercial facilities will gravitate toward the South Santiam River.

17.26.020 PERMITTED USES

In an MUE zone, the following uses and their accessory uses are permitted outright:

A. Residential Uses

1. Single family detached and attached homes.
2. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.
3. Multi-family homes.
4. Residential care homes and facilities, licensed by the State of Oregon.

B. Commercial Uses

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store;
2. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith;
3. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-1 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop;
4. Eating or drinking establishments such as restaurant, tavern or cocktail lounge; except drive-up, -in or -through facilities shall not be permitted
5. Office, business or professional;
6. Financial institution, such as bank; except drive-up, -in or -through facilities shall not be permitted
7. Indoor commercial amusement or recreation establishment such as bowling alley, theater or pool hall.
8. Motel, hotel or resort.
9. Recreational vehicle park.
10. Small scale food/beverage manufactures – i.e., bakeries, microbreweries – where primary retail sales are on-site.

C. Industrial Uses

1. Manufacturing, fabrication, assembling and packaging activities, including accessory storage, for the following products and/or materials: cloth, fiber, fur and hair; electrical and communication equipment; cosmetics, drugs and pharmaceuticals; food, beverage, dairy products; and medical, dental, optical precision and surgical instruments and equipment
2. Research and scientific laboratories
3. Wholesale distribution and warehousing facilities (limited to properties adjacent to railroad right-of-way)
4. Wineries, breweries, and distilleries
5. Other employment uses that are compatible with the purpose and intent of the zone, and having limited off-site impacts. The intent is to permit flexibility in allowing appropriate uses generated by emerging technologies. For example, server farms or call centers would be consistent with provision.

D. Public and Community Related Uses

1. Art galleries, libraries, and museums
2. Community center, meeting facility, convention center or similar use.
3. Hospital, health, and medical clinics
4. Golf courses and country clubs
5. Public and private parks.

17.26.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the MUE zone:

A. Property line adjustments, subject to the provisions in Chapter 17.92.

B. Partitions, subject to the provisions in Chapter 17.58.

C. Subdivisions, subject to the provisions in Chapter 17.58.

D. Planned development, subject to the provisions in Chapter 17.60.

E. Cottage cluster development, subject to the provisions in Chapter 17.62.

F. Home occupations, subject to the provisions in Chapter 17.68.

G. Residential accessory dwellings, subject to the provisions in Chapter 17.72.

H. Temporary uses, subject to the provisions in Chapter 17.74.

17.26.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Manufacturing, fabrication, assembling, processing, canning, packaging, compounding, storage, and treatment activities for the following activities and/or materials: brick, concrete, cement, clay, mortar, plaster, and tile; chemicals and floor coverings; extraction or removal of sand, gravel, topsoil, clay, dirt, precious metals, gems or other natural resources; and paper

B. Houses of worship, including cemeteries and customary accessory buildings and uses, per Chapter 17.76.

C. Clubs, lodges. Clubs, lodges, fraternal institutions, and other places of assembly for membership groups.

D. Governmental structure or use of land, or public utility facility.

E. Utilities and communication facilities, such as telephone exchanges, electric substations, and television stations

F. Public and private schools, kindergarten, elementary, middle, and high schools

G. Colleges and trade schools

H. Marijuana retailer or medical dispensary.

I. Any other use that is compatible with the purpose and intent of the zone, and that would have off-site impacts that would not significantly exceed those that are typical of the other conditionally permitted uses listed in this section.

17.26.050 DEVELOPMENT STANDARDS

In the MUE zone, the following special standards shall apply unless modified as a part of a planned development.

A. Single-family dwellings and duplex dwellings shall meet the following minimum standards.

1. Minimum lot size shall be 5,000 square feet.
2. Minimum lot width shall be 50 feet.
3. Minimum yard setbacks:
    a. Front - 15 feet.
    b. Side – 5 feet.
    c. Street side - 15 feet.

d. Garage - 20 feet to entrance
e. Rear - 15 feet.

4. Building height – 30 feet residence, 20 feet – accessory building.
5. Building coverage shall not exceed 40% of the land area.

B. Single-family attached dwellings shall meet the following standards.

1. Minimum lot size shall be 2,000 square feet per unit.
2. Minimum yard setbacks:
   a. Front - 15 feet.
   b. Sides between units – 0 feet
   c. Sides on exterior boundaries – 5 feet
   d. Street side - 15 feet
   d. Garage - 20 feet to entrance
   e. Rear - 15 feet.
3. Building height shall not exceed 40 feet, 20 feet – accessory building.
4. Building coverage shall not exceed 70% of the land area.

C. Multi-family dwellings and accessory uses shall meet the following standards.

1. Minimum lot size shall be 1,500 square feet per dwelling unit.
2. Minimum yard setbacks:
   a. Front - 20 feet.
   b. Side – 10 feet.
   c. Street side - 15 feet
   d. Garage - 20 feet to entrance
   e. Rear - 20 feet.
3. Building height shall not exceed 40 feet, 20 feet – accessory building.
4. Building coverage shall not exceed 60% of the land area.

D. Commercial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designed as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 45 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 15 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 15 feet. The required rear yard shall be

increased by one foot for each foot that the building height exceeds 20 feet.

5. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

E. Industrial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designated as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 60 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 20 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 20 feet. The required rear yard shall be increased by one foot for each foot that the building height exceeds 20 feet.
5. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

F. Public, public facility, and similar types of uses shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designated as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 50 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 20 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 20 feet. The required rear yard shall be increased by one foot for each foot that the building height exceeds 20 feet.

17.26.060 SPECIAL DEVELOPMENT REQUIREMENT

With the exception of constructing a single-family home or duplex, or conversion of an existing single-family detached dwelling into a duplex, a Planned Development shall be required for any proposed project or development exceeding one acre in size.

17.28 NATURAL RESOURCES OVERLAY ZONE (NRO)

17.28.010 PURPOSE

The NRO zone is designed to protect identified significant natural resources in The City of Sweet Home. The intent of this zone is to ensure reasonable economic use of property while protecting valuable natural resources. Requirements in this Chapter apply only to that portion of a property located within the NRO zone.

17.28.020 ESTABLISHMENT AND APPLICABILITY

The NRO zone is an overlay zone is used and applied to any parcel having one of the following identified natural resources:

A. Significant wetlands, as mapped in The City's Local Wetlands Inventory (LWI).

B. Riparian corridors, as mapped in The City's Riparian Inventory.

17.28.030 ACTIVITIES SUBJECT TO REVIEW

In the NRO zone, the following actions are subject to review. These shall be processed as a Type I application and subject to the standards contained in this Chapter and applicable provisions of the underlying zone:

A. New structural development.

B. Exterior expansion of any building or structure.

C. Increases in impervious surfaces or storage areas.

D. Grading, excavation or fill.

E. Removal of native vegetation.

17.28.040 EXCEPTIONS IN THE RIPARIAN ZONE

The following activities may be excepted from the requirements of this Chapter, if administrative review finds that they meet the standards listed in this Chapter.

A. Drainage facilities, utilities, and irrigation pumps.

B. Unimproved streets, roads, driveways, or paths.

C. Water-related and water-dependent uses.

D. Replacement of existing structures with structures in the same location that do not disturb additional riparian surface area.

E. Removal of non-native vegetation and replacement with native plant species.

F. Alteration of the area by placement of structures or impervious surfaces within the Riparian Zone upon demonstration that equal or better protection for identified resources will be ensured through restoration of riparian areas, enhanced buffer treatment or similar measures; providing that, the alterations not exceed 50% of the width of the riparian area, measured from the upland edge of the Zone.

17.28.050 AGENCY REVIEW

Decisions made by The City of Sweet Home under this Chapter do not supersede the authority of the state or federal agencies which may regulate or have an interest in the activity in question.

A. It is the responsibility of the landowner or applicant to ensure that any necessary state or federal permits or clearances are obtained.

B. The City will notify the Division of State Lands for development permits and other land use decisions affecting inventoried wetlands.

17.28.060 GENERAL DEVELOPMENT STANDARDS

A. The City of Sweet Home has adopted safe harbor setback methodology for the identification of significant riparian corridors and significant wetlands. These resources are identified on the Local Wetlands Inventory and Riparian Inventory Maps. Property owners are responsible to have a qualified professional identify the wetlands boundary on the affected property.

Natural Area	***Width of Vegetated Corridor, per side***
South Santiam River	75'
Ames Creek and Wiley Creek	50'

B. Setbacks for structures within a riparian corridor are measured from the top of bank, which is the line of ordinary high water in a two-year event.

C. For an exception to be allowed, the applicant shall comply with the following requirements:

1. Demonstrate that no other practicable access to the buildable area exists.
2. Design roads, driveways, and paths to be the minimum width necessary while allowing for safe passage of vehicles and/or pedestrians.

3. Consider the need for future extensions of shared access, access easements or private streets to avoid subsequent encroachments into a significant natural resource.
4. During construction, no stockpiling of fill materials, parking or storage of equipment shall be allowed within a significant natural resource.
5. Erosion control measures, such as silt fences and biofilter bags, shall be used to reduce the likelihood of sediment and untreated stormwater entering a significant natural resource.
6. Utilities and drainage facilities: Public and private utilities or drainage facilities may be placed when it is shown that no other practicable alternative location exists. If a utility or drainage facility is allowed, the following standards shall apply:
    a. Demonstrate that no other practicable access exists.
    b. The corridor necessary to construct utilities shall be the minimum width practical to minimize intrusion into a significant natural resource.
    c. Removal of trees and native vegetation shall be avoided unless absolutely necessary. Native vegetation shall be used to restore the vegetative character of the construction corridor.
    d. The existing grade of the land shall be restored after construction.
    e. No stockpiling of fill materials, parking or storage of equipment shall be allowed within a significant natural resource.
7. Structures or other non-conforming alterations existing fully or partially within a significant Natural Resource may be expanded provided the expansion occurs outside of a significant natural resource. Substantial improvement of a non-conforming structure in a significant natural resource shall require compliance with the standards of this Chapter.
8. Existing lawn within a significant natural resource may be maintained, but not expanded within the limits of a significant natural resource. Development activities shall not justify replacement of native vegetation, especially riparian vegetation, with lawn.

D. Vegetation Removal and Replacement

1. Removal of non-native vegetation and replacement with native plant species is permitted.
2. The replacement vegetation shall at a minimum:
    a. Cover the area from which vegetation was removed.
    b. Maintain or exceed the density of the removed vegetation.
    c. Maintain or improve the shade provided by the vegetation.

E. Trees in danger of falling and thereby posing a hazard to life or property may be removed, following consultation and approval from a licensed professional, and the Community Development Director or designee.

F. The control or removal of nuisance plants should primarily be by non-chemical means (e.g., hand-pulling).

1. If non-chemical means fail to adequately control nuisance plant populations, environmentally safe herbicides may be used.
2. No pre-emergent herbicides or auxin herbicides that pose a risk of contaminating water should be used.
3. Herbicide applications must be applied according to manufactured specifications.

17.28.070 VARIANCES

A variance to the provisions of this Chapter may be applied for to consider claims of map errors verified by DSL, and when necessary to allow reasonable economic use of the subject property. Permanent alteration of the significant natural resource by an action requiring a variance is subject to the mitigation procedures and criteria of this chapter. Variances shall be processed per provisions in Chapter 17.106.

17.28.080 MITIGATION STANDARDS

When impacts to any identified significant natural resource occur, mitigation will be required.

A. For impacts to wetlands, the following standards and criteria shall apply.

1. The applicant must obtain a fill and removal permit from the Oregon Division of State Lands and U.S. Army Corps of Engineers.
2. The applicant must provide an approved mitigation plan that complies with all Oregon Division of State Lands and U.S. Army Corps of Engineers wetland regulations.

B. For impacts to riparian corridors, the following standards and criteria shall apply:

1. A mitigation plan prepared by a qualified professional shall be submitted to The City. The mitigation plan shall meet the following criteria:
   a. Mitigation for impacts to a non-wetlands riparian area shall require a minimum mitigation area ratio of one to one.
   b. The mitigation plan shall document:
      (1) The location of the impact.
      (2) The existing conditions of the resource prior to impact.
      (3) The location of the proposed mitigation area.
      (4) A detailed planting plan of the proposed mitigation area with species and density.
      (5) A narrative describing how the resource will be replaced.

2. Mitigation shall occur on-site and as close to the impact area as possible. If this is not feasible, mitigation shall occur within the same drainage basin as the impact.
3. All vegetation planted within the mitigation area shall be native to the region. Species to be planted in the mitigation area shall replace those impacted by the development activity.
4. Trees shall be planted at a density of not less than five per 1,000 square feet. Shrubs shall be planted at a density of not less than ten per 1,000 square feet.

17.28.09 PLAN AMENDMENT OPTION

A. Any owner of property affected by the NRO Zone may apply for a Zone amendment. The amendment must be based on a specific development proposal. The effect of the amendment would be to remove the NRO Zone from all or a portion of the property. The applicant shall demonstrate that such an amendment is justified by completing an Environmental, Social, Economic and Energy (ESEE) Consequences Analysis prepared in accordance with Oregon Administrative Rules. If the application is approved, then the ESEE analysis shall be incorporated by reference into the applicable Sweet Home Inventory and the Maps shall be amended.

B. The ESEE analysis shall adhere to the following requirements.

1. The ESEE analysis must demonstrate to the ultimate satisfaction of the Sweet Home City Council that the adverse economic consequences of not allowing the conflicting use are sufficient to justify the loss, or partial loss, of the resource.
2. The ESEE analysis must demonstrate why the use cannot be located on land outside of the natural resource area.
3. The ESEE analysis shall be prepared by a qualified professional experienced in the preparation of Goal 5 ESEE analyses, with review by DLCD.

17.30 FLOOD HAZARD OVERLAY ZONE (FHO)

17.30.010 STATUTORY AUTHORIZATION

The State of Oregon has in O.R.S. 197.175, Cities' and Counties' Planning Responsibilities delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the public health, safety and general welfare of its citizenry.

17.30.020 FINDINGS OF FACT

A. The flood hazard areas of The City are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

17.30.030 STATEMENT OF PURPOSE

It is the purpose of this Chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;

F. To help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;

G. Notify potential buyers that the property is in a special flood hazard area;

H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions;

I. Participate in and maintain eligibility for flood insurance and disaster relief.

17.30.040 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this chapter includes methods and provisions for:

A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage;

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

17.30.050 DEFINITIONS

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage.

APPEAL. A request for a review of the interpretation of any provision of this Chapter or a request for a variance.

AREA OF SHALLOW FLOODING. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD. The land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. ***SPECIAL FLOOD HAZARD AREA*** is synonymous in meaning and definition with the phrase ***AREA OF SPECIAL FLOOD HAZARD***.

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE). The elevation to which floodwater is anticipated to rise during the base flood.

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

BUILDING. See ***STRUCTURE***.

CRITICAL FACILITY. A facility for which even a slight chance of flooding might be too great. ***CRITICAL FACILITIES*** include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

FLOOD or ***FLOODING.***

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
    a. The overflow of inland or tidal waters.
    b. The unusual and rapid accumulation or runoff of surface waters from any source.
    c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in subsection 1.b. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subsection 1.a. of this definition.

FLOOD ELEVATION STUDY. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM). The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A ***FIRM*** that has been made available digitally is called a ***DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)***.

FLOOD INSURANCE STUDY (FIS). See ***FLOOD ELEVATION STUDY***.

FLOODPROOFING. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as ***REGULATORY FLOODWAY***.

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    a. By an approved state program as determined by the Secretary of the Interior, or
    b. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP CHANGE (LOMC). An official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of ***LOMCs***:

1. ***CONDITIONAL LETTER OF MAP AMENDMENT (CLOMA).*** A ***CLOMA*** is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1% annual chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. ***CONDITIONAL LETTER OF MAP REVISION (CLOMR).*** A ***CLOMR*** is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. ***CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F).*** A ***CLOMR-F*** is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. ***LETTER OF MAP AMENDMENT (LOMA).*** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. ***LETTER OF MAP REVISION (LOMR).*** A ***LOMR*** is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. ***LOMRs*** are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The ***LOMR*** officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The ***LOMR*** is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
6. ***LETTER OF MAP REVISION BASED ON FILL (LOMR-F).*** A ***LOMR-F*** is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. ***PMR.*** A ***PMR*** is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. ***PMRs*** are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building

access or storage in an area other than a basement area is not considered a building's ***LOWEST FLOOR***, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter.

MANUFACTURED DWELLING. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term ***MANUFACTURED DWELLING*** does not include a "recreational vehicle" and is synonymous with ***MANUFACTURED HOME***.

MANUFACTURED DWELLING PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

MEAN SEA LEVEL. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION. For floodplain management purposes, ***NEW CONSTRUCTION*** means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by The City and includes any subsequent improvements to such structures.

RECREATIONAL VEHICLE. A vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA. See ***AREA OF SPECIAL FLOOD HAZARD*** for this definition.

START OF CONSTRUCTION. Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The ***ACTUAL START*** means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory

buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the ***ACTUAL START OF CONSTRUCTION*** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

VARIANCE. A grant of relief by The City from the terms of a floodplain management regulation.

VIOLATION. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Chapter is presumed to be in violation until such time as that documentation is provided.

17.30.060 LANDS TO WHICH CHAPTER APPLIES

This Chapter shall apply to all special flood hazard areas within the jurisdiction of The City.

17.30.070 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Linn County, Oregon and Incorporated Areas", dates of September 29, 2010 and the revised

date December 27, 2012, with accompanying Flood Insurance Rate Maps (FIRMs) 41043C0895G, 41043C0911G, 41043C0912G, 41043C0913G, 41043C0914G, 41043C0916G, 41043C0917G, 41043C0918G, and 41043C0919G are hereby adopted by reference and declared to be a part of this Chapter. The FIS and FIRM panels are on file at City Hall, 3225 Main Street, Sweet Home, Oregon.

17.30.080 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in O.R.S. Chapter 455 that The City administers and enforces the State of Oregon Specialty Codes, The City does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this Chapter is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

17.30.090 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

A. *Compliance*. All development within special flood hazard areas is subject to the terms of this Chapter and required to comply with its provisions and all other applicable regulations.

B. *Penalties for noncompliance.* No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation and may be prosecuted under the provisions of Chapter 9.36 and any amendments thereto. Abatement of the violations of this Chapter 17.30 can be accomplished by any remedy open to The City, including using the procedures set out in Chapter 8.04 for abatement of nuisances. Each day that a violation exists is a separate offense. Nothing contained herein shall prevent The City from taking such other lawful action as is necessary to prevent or remedy any violation.

17.30.100 ABROGATION AND SEVERABILITY

A. *Abrogation.* This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

B. *Severability*. This Chapter and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Chapter.

17.30.110 INTERPRETATION

In the interpretation and application of this Chapter, all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

17.30.120 WARNING AND DISCLAIMER OF LIABILITY

A. *Warning*. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

B. *Disclaimer of liability*. This Chapter shall not create liability on the part of The City, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

17.30.130 DEVELOPMENT PERMIT REQUIREMENT

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Chapter 17.30.070. The permit shall be for all structures, including manufactured homes, as set forth in Chapter 17.30.030, and for all other development.

17.30.140 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Manager, and the City Manager's designee, is hereby appointed to administer, implement, and enforce this Chapter by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

17.30.150 APPLICATION FOR DEVELOPMENT PERMIT

A. Application for a development permit shall be made on forms furnished by the building inspection program and may include, but not be limited to, plans in

duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question, existing or proposed structures, fill, storage of materials and drainage facilities.

B. Specifically, the following information is required:

1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Certification by a registered design professional that the floodproofing methods for any nonresidential structure meet the floodproofing criteria; and
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

17.30.160 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator, or their designee, shall include, but not be limited to:

A. *Permit review*. Review all development permits to determine that:

1. The permit requirements of this Chapter have been satisfied;
2. All other required local, state, and federal permits have been obtained and approved;
3. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of Chapter 17.30.220 are met; and
4. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of Chapter 17.30.190.G. below; and
5. Provide to building officials the Base Flood Elevation (BFE) and freeboard, applicable to any building requiring a development permit.
6. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in Chapter 17.30.030.
7. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in Chapter 17.30.190.A.
8. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

B. *Information to be obtained and maintained*. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

1. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with Chapter 17.30.190.G.
2. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of Chapters 17.30.220 and 17.30.170.B.2. are adhered to.
3. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
4. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
5. Maintain all Elevation Certificates (EC) submitted to The City.
6. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this Chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with Chapter 17.30.190.G.
7. Maintain all floodproofing certificates required under this Chapter.
8. Record and maintain all variance actions, including justification for their issuance.
9. Obtain and maintain all hydrologic and hydraulic analyses performed as required under Chapter 17.30.220.
10. Record and maintain all substantial improvement and substantial damage calculations and determinations as required under Chapter 17.30.160.F.
11. Maintain for public inspection all records pertaining to the provisions of this Chapter.

C. *Community boundary alterations*. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately

represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

D. *Watercourse alterations.*

1. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:
   a. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
   b. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.
2. The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under subsection E. below. Ensure compliance with all applicable requirements in subsection E. below and Chapter 17.30.190.A.

E. *Requirement to submit new technical data*.

1. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions, as soon as practicable, but not later than six months after the date such information becomes available. A community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.
2. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
   a. Proposed floodway encroachments that increase the base flood elevation; and
   b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
3. An applicant shall notify FEMA within six months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

4. The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR-F.
5. The Floodplain Administrator shall be under no obligation to sign the community acknowledgement form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

F. *Substantial improvement and substantial damage assessments and determinations*. Conduct Substantial Improvement (SI) (as defined in Chapter 17.30.030) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with subsection B. above. Conduct Substantial Damage (SD) (as defined in Chapter 17.30.030) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in Chapter 17.30.050) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

17.30.170 ESTABLISHMENT OF DEVELOPMENT PERMIT

A. *Floodplain development permit required.* A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in Chapter 17.30.050. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in Chapter 17.30.030, including fill and other development activities.

B. *Application for development permit*. Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of Chapter 17.30.160.B.
2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
3. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-

residential structure meet the floodproofing criteria for non-residential structures in Chapter 17.30.210.C.3.

4. Description of the extent to which any watercourse will be altered or relocated.
5. Base flood elevation data for subdivision proposals or other development when required per Chapters 17.30.160.A. and 17.30.190.F.
6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
7. The amount and location of any fill or excavation activities proposed.

17.30.180 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

A. *Conditions for variances.*

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of subsections 3., 5., and C. below. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increase.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:
   a. A showing of good and sufficient cause;
   b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
   c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of subsections 2. through 4. above are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

B. *Appeal Board.*

1. The City Council shall hear and decide appeals and requests for variances from the requirements of this Chapter.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of this Chapter.
3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this Chapter:
    a. The danger that materials may be swept onto other lands to the injury of others;
    b. The danger to life and property due to flooding or erosion damage;
    c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
    d. The importance of the services provided by the proposed facility to the community;
    e. The necessity to the facility of a waterfront location, where applicable;
    f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
    g. The compatibility of the proposed use with existing and anticipated development;
    h. The relationship of the proposed use to the Comprehensive Plan;
    i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
    j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
    k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.
5. Upon consideration of the factors of subsection A. above, the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this Chapter.
6. The City shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

C. *Variance notification.* Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with Chapter 17.30.160.B.

17.30.190 PROVISIONS FOR FLOOD HAZARD REDUCTION—GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

A. *Alteration of watercourses.* Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with Chapters 17.30.160.D. and 17.30.160.E.

B. *Anchoring.*

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured dwellings shall be anchored per Chapter 17.30.210.C.4.

C. *Construction materials and methods.*

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

D. *Utilities and equipment.*

1. *Water supply, sanitary sewer, and on-site waste disposal systems*.
   a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
   b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
   c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.
2. *Electrical, mechanical, plumbing, and other equipment*.
   a. Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities

shall meet all the requirements of this section if replaces as part of a substantial improvement.

b. If replaced as part of substantial improvement, shall meet all the requirements of this section.

E. *Tanks.*

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. *Subdivision proposals and other proposed developments.*

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include within such proposals, base flood elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
   a. Be consistent with the need to minimize flood damage.
   b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
   c. Have adequate drainage provided to reduce exposure to flood hazards.

G. *Use of other base flood data*.

1. When base flood elevation data has not been provided in accordance with Chapter 17.30.050 the Local Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source, in order to administer this section and Chapter 17.30.210. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of subsection F. above.
2. Base flood elevations shall be determined for development proposals that are five acres or more in size or are 50 lots or more, whichever is lesser in any A Zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided base level engineering data, and photographs of past flooding, and the like where available. In unnumbered A Zones, when no base flood elevation data is available, the minimum elevation requirement is two feet above the

highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. *Structures located in multiple or partial flood zones*. In coordination with the State of Oregon Specialty Codes:

1. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
2. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

17.30.200 CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

17.30.210 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the general standards contained in Chapter 17.30.190.

A. *Flood openings.*

1. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.
2. Enclosed areas below the base flood elevation, including crawl spaces shall:
   a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of flood waters;
   b. Be used solely for parking, storage, or building access;
   c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
      i. A minimum of two openings,
      ii. The total net area of non-engineered openings shall be not less than one square inch for each square foot of enclosed

area, where the enclosed area is measured on the exterior of the enclosure walls,

iii. The bottom of all openings shall be no higher than one-foot above grade,

iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of flood water into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. *Garages.*

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
   a. If located within a floodway the proposed garage must comply with the requirements of Chapter 17.30.220;
   b. The floors are at or above grade on not less than one side;
   c. The garage is used solely for parking, building access, and/or storage;
   d. The garage is constructed with flood openings in compliance with subsection A. above to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood water;
   e. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
   f. The garage is constructed in compliance with the standards in Chapter 17.30.190 and
   g. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in subsection C.6. below or non-residential structures in subsection C.3. below depending on the square footage of the garage.

C. *For riverine (non-coastal) special flood hazard areas with base flood elevations.* In addition to the general standards listed in Chapter 17.30.190 the following specific standards shall apply in riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. *Before regulatory floodway*. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other

development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

2. *Residential construction.*
   a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
   b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in subsection A. above.
3. *Non-residential construction.*
   a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
      i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); or, together with attendant utility and sanitary facilities;
      ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
      iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
      iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth Chapter 17.30.160.B.
   b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in subsection A. above.
   c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as one foot below).
   d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.

e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

4. *Manufactured dwellings.*
   a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with subsection A. above;
   b. The bottom of the longitudinal chassis frame beam shall be at or above base flood elevation;
   c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques); and
   d. Electrical crossover connections shall be a minimum of 12 inches above Base Flood Elevation (BFE).
5. *Recreational vehicles.* Recreational vehicles placed on sites are required to:
   a. Be on the site for fewer than 180 consecutive days; and
   b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
   c. Meet the requirements of subsection C.4. above, including the anchoring and elevation requirements for manufactured dwellings.
6. *Appurtenant (accessory) structures.* Relief from elevation or floodproofing requirements for residential and non-residential structures in riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
   a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in Chapter 17.30.220;
   b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
   c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet;
   d. The portions of the appurtenant structure located below the base flood elevation must be built using flood resistant materials;

e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood;
f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in subsection A. above;
g. Appurtenant structures shall be located and constructed to have low damage potential;
h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with Chapter 17.30.190.E.;
i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

17.30.220 FLOODWAYS

Located within the special flood hazard areas established in Chapter 17.30.050 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, Section 65.12 are fulfilled.
   a. If an encroachment proposal resulting in an increase in base flood elevation meets the following criteria:
      i. Is for the purpose of fish enhancement,
      ii. Does not involve the placement of any structures (as defined in Chapter 17.30.030) within the floodway,

iii Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,

iv. Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,

v. Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and

vi. Has evidence to support that no existing structures will be negatively impacted by the proposed activity; then an approved CLOMR may be required prior to approval of a floodplain permit.

B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:

1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
   a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and subsection A.2. above, it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;
   b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
   c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by The City and anchored per Chapter 17.30.210.C.4.;
   d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes

a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;

e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;

f. Electrical crossover connections shall be a minimum of 12 inches above the base flood elevation; and

g. Any other requirement deemed necessary by The City.

3. If the requirements of subsection A. above are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of Chapters 17.30.190 and 17.30.210.

17.32 HISTORICAL PROPERTY OVERLAY ZONE (HPO)

17.32.010 PURPOSE

The purpose of this Overlay Zone is to:

A. Promote the historic, educational, architectural, cultural, economic, and general welfare of the public through the preservation, restoration and protection of those buildings, structures, sites, zones, and objects of historic interest within The City;

B. Foster civic pride in the accomplishments of the past; and

C. Carry out the provisions of the Land Conservation and Development Commission Goal 5.

17.32.020 CONFORMANCE REQUIRED

No land shall be used, and no building, site, object, zone, or structure of significance, or part thereof, shall be demolished, moved, or altered, nor shall any new construction take place within a zone or on a landmark site except in conformity with this Development Code.

17.32.030 DEFINITIONS

The following definitions shall apply to this Section::

ALTERATION - A change, addition, or modification to the exterior of a building.

CULTURAL RESOURCE INVENTORY - Historical buildings or sites identified as "significant" on the Goal 5 historical resource inventory.

DEMOLISH - To raze, destroy, dismantle, deface or in any other manner cause partial or total destruction of a landmark or any building within an historic zone.

HISTORIC ZONE - A geographically definable area, the boundaries of which have been adopted by the City Council pursuant to provisions in Chapter 17.32.

LANDMARK - Any site, object, building, or structure designated by the City Council pursuant to provisions in Chapter 17.32.

MAJOR PUBLIC IMPROVEMENT - The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property within a zone or on a landmark site, except for the repair or maintenance of existing public improvements.

17.32.040 LANDMARK AND ZONE DESIGNATION

A. Process. The process for designating a landmark or historic zone may be initiated by the City Council, the Planning Commission, or by any interested person who applies for designation to the City Manager or designee. At the time of application, The City shall provide the property owner and applicant with information regarding the benefits and restriction of designation.

B. Information. The following information shall be required in an application:

1. The applicant's name and address;
2. The owner's name and address, if different from the applicant;
3. A written description of the boundaries of the proposed zone or the location of the proposed landmark;
4. A map illustrating the boundaries of the proposed zone or the location of the proposed landmark;
5. A statement explaining the following:
   a. The reason(s) why the proposed zone or landmark should be designated;
   b. The reason(s) why the boundaries of the proposed zone are appropriate for designation;
   c. The potential impact, if any, which designation of the proposed zone or landmark would have on the residents or other property owners in the area.
6. Any other information deemed necessary by The City.

C. City Council Action. Within seven days of receipt of a complete application, the City Manager or designee shall forward the request to the City Council. The City Council shall hold a public hearing within 45 days of receipt of the application pursuant to Chapter 17.132 of this Development Code. The City Council shall make a written record approving, approving with conditions, disapproving, or postponing final action on the request.

D. Decision Criteria. The City Council shall consider the following criteria in determining whether to approve a proposed landmark or zone:

1. Association with the life or activities of a person, group, organization, or institution that has made a significant contribution to The City, county, state, or nation;
2. Association with an event that has made a significant contribution to The City, county, state, or nation;
3. Association with broad patterns of political, economic, or industrial history in The City, county, state, or nation;
4. Significance as an example of a particular architectural style, building type and/or convention;
5. Significance due to quality of composition, detailing, and/or craftsmanship;

6. Significance as an example of a particular material and/or method of construction;
7. Significance because the resource retains its original design features, materials, and/or character;
8. Significance as the only remaining, or one of the few remaining resources of a particular style, building type, design, material, or method of construction;
9. Significance as a visual landmark;
10. Significance because existing land-use surrounding the resource contribute to the integrity of the historic period represented;
11. Significance because the resource contributes to the continuity or historic character of the street, neighborhood, and/or community;
12. Significance because the property is 50 years old or older in conjunction with other criteria listed above;
13. The resource is listed on the National Register of Historic Places.

E. Removal of Designation. The process for removing a landmark or historic zone designation may be initiated by the City Council, the Planning Commission, or by any interested person who submits to the City Manager or designee an application for removal of the designation. The City Council may amend or rescind its designation by following procedures required by this Development Code for designating a landmark, including the adoption of appropriate findings.

17.32.050 DEMOLITION AND MOVING

A. City Manager Approval. No person shall move, demolish, or cause to be demolished a landmark or a significant resource in an historic zone, unless a permit to do so has first been obtained from the City Manager or designee. Application for a permit shall be on a form provided by The City.

B. Review Process. Upon receipt of a completed application, the City Manager or designee shall include the demolition request on the agenda for consideration at the next available Planning Commission meeting. The Planning Commission shall hold a public hearing pursuant to Chapter 17.130 of this Development Code within 45 days after a completed application has been received by The City. The Planning Commission shall request comments from any historical commission recognized by The City.

C. Decision Criteria. In determining whether the requested demolition or moving is appropriate, the Planning Commission shall consider the following:

1. Plans, drawings, and photographs submitted by the applicant.
2. Information presented at the public hearing concerning the proposal.
3. The purpose of this chapter as set forth in Chapter 17.32.010.
4. The criteria used in the original designation of the resource.

5. If within an historic zone, the resource's contribution to the zone and the subsequent integrity of the zone if the resource is demolished or moved.
6. Whether denial of the request will involve substantial hardship to the applicant.
7. Whether issuance of the permit would act to the substantial detriment of the public welfare and be contrary to the purpose and scope of this Development Code.
8. The economic, social, environmental and energy consequences of demolishing or moving the resource compared to preserving it.
9. The physical condition of the resource.
10. Comments from the historical commission.

D. Planning Commission Approval. The Planning Commission may approve the demolition or moving request after considering the criteria in this section. If no appeal is filed, the City Manager or designee shall issue the permit in compliance with all other codes and ordinances of The City.

E. Planning Commission Denial. The Planning Commission may disapprove the demolition or removal request if after considering the criteria in this section it determines that, in the interest of preserving historical or architectural values, the resource should not be demolished or moved.

F. Planning Commission Postponement. The Planning Commission may postpone taking final action on a request for issuance of a demolition or moving permit for a period fixed by the Planning Commission as follows:

1. No more than 60 days following the date of public hearing. Further postponements may be made for a period not to exceed a total of 120 days from the date of hearing, if the Planning Commission makes the findings specified in item (2) of this Subsection.
2. Further postponements as stated above may only be made if the Planning Commission finds:
    a. There is a program or project underway that could result in public or private acquisition of the landmark or resource; and
    b. There is a reasonable ground for believing the program or project may be successful.
3. After granting a further postponement, the Planning Commission may order the City Manager or designee to issue the permit if it finds:
    a. All programs or projects to save the resource have been unsuccessful;
    b. The application for demolition or moving has not been withdrawn; and
    c. The application otherwise complies with City Codes and state law.

G. Appeals. A decision by the Planning Commission to approve, disapprove or postpone issuance of a demolition or moving permit or to grant a further

postponement may be appealed to the City Council by any aggrieved party who appeared orally or in writing, in person or through an attorney at the Planning Commission hearing and presented or submitted testimony related to the request under consideration.

H. Final Decision. If no decision on the application is made by the Planning Commission within the periods specified above, the City Manager or designee shall issue the permit.

I. Alternative Actions. At the time a demolition or moving application is made the City Manager or designee shall review alternatives to demolition or moving with the owner of the resource, including local, state and federal preservation programs.

J. Additional Requirements. During a period of postponement, the Planning Commission may require the property owner to:

1. List the resource for sale with a real estate agent for a period of not less than 90 days. The real estate agent shall advertise the resource in local and state newspapers of general circulation in the area for a minimum of 10 days over a 5-week period.
2. Give public notice by posting the hearing notice on-site in addition to a "For Sale" sign which shall read: HISTORIC BUILDING TO BE MOVED OR DEMOLISHED - FOR SALE. Lettering on the sign shall be at least one foot in height. The sign shall be provided by The City and be posted in a prominent and conspicuous place within ten feet of a public street abutting the premises on which the resource is located. The applicant is responsible for assuring that the sign is posted for a continuous 90-day period in conjunction with (1) above.
3. Prepare and make available any information related to the history and sale of the property to all individuals, organizations, and agencies who inquire.
4. Assure that the owner has not rejected the highest bona fide offer for sale and removal of the resource.

K. Press Notification. Prior to issuance of a demolition permit, the Community and Economic Development Director or designee shall issue a press release to local and state newspapers of general circulation in the county. The press release shall include, but is not limited to, a description of the significance of the resource, the reasons for the proposed demolition or removal, and possible options for preserving the resource.

L. Permit Conditions. As a condition for approval of a demolition permit, the Planning Commission may:

1. Require photographic documentation, preparation of architectural drawings, and other graphic data or history as it deems necessary to

preserve an accurate record of the resource. The historical documentation materials shall be the property of the county or other party determined appropriate by the Planning Commission.

2. Require that specific artifacts, materials, or equipment be protected and saved. The owner may keep all such materials. The applicant shall be provided with a list of persons capable of salvaging the resource.

M. Dangerous Building. This Development Code shall not be construed to make it unlawful for any person, without prior approval of the Planning Commission, to comply with an order by the City Council to remove or demolish any landmark determined by the City Council to be dangerous to life, health, or property.

17.32.060 EXTERIOR ALTERATION AND NEW CONSTRUCTION

A. Scope. No person shall alter a landmark or any significant resource in an historic zone nor shall any new building or structure be constructed in an historic zone or on a landmark site unless approval is first obtained under this section. In addition, no major public improvements shall be made on a landmark site or in an historic zone unless approved by the Planning Commission.

B. Application Process. An application for alteration of a landmark or new construction in a historic zone or on a landmark site shall be made to the City Manager or designee. The application shall be on a form provided by The City.

C. Approval Requirements. The City Manager or designee shall approve the alteration request if:

1. There is no change in the appearance or material of the resource as it exists; **or**
2. The proposed alteration duplicates or restores the affected exterior features and materials as determined from historic photographs, original building plans, or other evidence of original features or materials.

D. Planning Commission Action. If a request for alteration does not meet the provisions of subsection (C) of this Section, the City Manager or designee shall forward the application to the Planning Commission. The Planning Commission, after notice and public hearing held in accordance with provisions in Chapter 17.130 of this Development Code, shall approve or disapprove issuance of the requested permit. The Planning Commission may attach conditions to the approval which must be adhered to for the approval to remain valid.

E. Decision Criteria. The Planning Commission shall consider the following criteria in determining whether to approve an alteration request:

1. The purpose of this Chapter.

2. The use of the resource, the reasonableness of the proposed alteration, and the relationship of these factors to the public interest in the preservation of the resource.
3. The value and significance of the resource.
4. The physical condition of the resource.
5. The effect of requested changes related to the original exterior design, arrangement, proportion, detail, scale, color, texture, and/or materials.
6. Pertinent aesthetic factors as identified by the Planning Commission.
7. Economic, social, environmental and energy consequences of the proposed alteration.
8. Any design guidelines adopted by the Planning Commission.

F. Repair and Maintenance Provisions. Nothing in this Development Code shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature which does not involve a change in design, material or appearance of such feature or which the City Manager or designee shall determine is required for the public safety due to an unsafe or dangerous condition.

17.32.070 NOTICE AND PUBLIC HEARING

The hearing shall be conducted as a Type III hearing and subject to the notice, procedural and appeal provisions for such actions.

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17.40 GENERAL PROVISIONS

17.40.010 PURPOSE

The purpose of this Article is to:

A. Carry out the Comprehensive Plan with respect to development standards and policies.

B. Promote and maintain healthy environments and minimize development impacts upon surrounding properties and neighborhoods.

17.40.020 APPLICATION OF STANDARDS

A. Application. The standards set forth in this Article shall apply to partitions; subdivisions; developments; commercial and industrial projects; single family dwellings, duplexes and multi-family dwellings.

B. Alternatives to Standards. The application of these standards to a particular development shall be modified as follows:

1. Development standards which are unique to a particular use, or special use, shall be set forth within the applicable zone or in this Chapter.
2. Those development standards which are unique to a particular zone shall be set forth in the Chapter governing that zone.

17.40.030 APPLICATION OF PUBLIC FACILITY STANDARDS

Standards for the provision and utilization of public facilities or services available within The City of Sweet Home shall apply to all land developments in accordance with the following table of reference. No development permit shall be approved unless the following improvements are provided prior to occupancy or operation, or unless future provision is assured through a bond, deposit, agreement or similar instrument approved by The City.

Public Facilities Improvement Requirements Table – Table 17.40.1

Land Use Activity	Fire Hydrant	Street Improvement	Water Hookup	Sewer Hookup	Storm Drain	Street Lights	Bike and Pedestrian
Single Family Home, Duplex	No, Unless required by Fire Code	C-2	Yes	Yes	Yes	**No**	C-2
Multi-Family Dwelling	Yes	Yes	Yes	Yes	Yes	Yes	Yes (4+ units)
New Commercial Building	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Commercial Expansion	C-1	C-3	Yes	Yes	Yes	Yes	C-4
New Industrial Building	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Industrial Expansion	C-1	C-4	Yes	Yes	Yes	Yes	C-4
Partition (Without public utilities)	No, must comply with Fire Code	C-2	No	No	No, must accommodate drainage on-site	No	C-4
Partition (With public utilities)	No, Unless required by Fire Code	C-2	C-3	C-3	Yes	No	C-2
Subdivision, PD & Mnf. Home Park	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Legend: No = Not required Yes = Required C = Conditional, as noted:

C-1 Fire Hydrants for Commercial or Industrial Expansions: One or more fire hydrants are required when the total floor area of a new or expanded building exceeds 2,500 square feet, or the proposed use is classified as Hazardous (H) in the Uniform Building Code or Uniform Fire Code.

C-2 Street Improvements for Single Family Dwellings, Duplex Dwellings and Partitions:

1. New single-family dwellings and duplex dwellings on an existing parcel less than 2.0 acres in size and fronting an existing street which does have a full street improvement including sidewalks, as required in the City's street design standards and Chapter 17.42.040, shall dedicate the needed right-of-way and shall install the full improvement along a parcel's frontage.
2. If there is no adjacent improvement, a right-of-way permit fee, in accordance with the City's adopted connection fees, will be required in lieu of constructing the improvement.
3. If a street extension to serve the residence is necessary, the owner must provide the necessary right-of-way dedication and street improvement to city street standards along the full frontage of the parcel.
4. A partition to parcels of 2.0 acres or larger does not require street improvements. A partition to parcels smaller than 2.0 acres requires street improvements.

C-3 Partitions – Wells are only allowed per Municipal Code provisions.

C-4 Street Improvements for Commercial or Industrial Expansions: The City will require improvement to full City standards when the use meets either of the following criteria:

1. The use generates an average of 100+ trips per day per 1000 gross square feet of building as documented in the *Trip Generation Manual* of the Institute of Transportation Engineers, or other qualified source; **or**
2. The use includes daily shipping and delivery trips by vehicles over 20,000 pounds gross vehicle weight.

17.42 STREET STANDARDS

17.42.010 PURPOSE

A. To provide for safe, efficient, convenient multi-modal movement in The City of Sweet Home.

B. To provide adequate access to all proposed developments in The City of Sweet Home.

C. To provide adequate area in all public rights-of-way for sidewalks, bikeways, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way.

D. For purposes of this Chapter:

1. "Adequate access" means direct routes of travel between destinations; such destinations may include residential neighborhoods, parks, schools, shopping areas, and employment centers.
2. "Adequate area" means space sufficient to provide all required public services to Standards defined in this Development Code or The City's most current Engineering Standards.

17.42.020 SCOPE

The provisions of this Chapter shall be applicable to:

A. The creation, dedication or construction of all new public or private streets, bikeways, or accessways in all subdivisions, partitions or other developments in The City of Sweet Home.

B. The extension or widening of existing public or private street rights-of-way, easements, or street improvements including those which may be proposed by an individual or The City, or which may be required by The City in association with other development approvals.

C. The construction or modification of any utilities, sidewalks, or bikeways in public rights-of-way or street easements.

17.42.030 GENERAL PROVISIONS

The following provisions shall apply to the dedication, construction, improvement or other development of all public streets in The City of Sweet Home. Unless otherwise modified through provisions in this Chapter, all streets shall be designed in conformance with the specific requirements of The City's Transportation System Plan and most current Engineering Standards.

A. Street Layout. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land to be served by the streets.

B. Continuation. Development proposals shall provide for the continuation of all streets, bikeways and accessways within the development and to existing streets, bikeways, and accessways outside the development.

C. Future Street Extensions. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage or area attractors such as schools and shopping centers, these facilities shall be platted to a boundary of the subdivision or development. Further, the street may be platted without a turnaround unless the Public Works Department or local Fire District finds a turnaround is necessary for reasons of traffic safety.

D. Dead End Streets. The following shall apply:

1. Dead end streets can be allowed only when the extension of street is not possible due to one or more of the following reasons:
    a. A natural feature, such as a wetland, stream or steep slope makes it impractical for the street to be extended.
    b. An existing structure or use is located on an adjacent parcel within the alignment of the proposed street.
    c. An existing deed restriction or covenant or political boundary does not allow the extension of the street.
    d. The alignment is approved as part of a Planned Development.
2. Reserve strips and street plugs may be required to preserve the objectives of dead-end streets.

E. Alignment. All streets other than local streets or cul-de-sacs, shall be in alignment with existing streets by continuation of the centerlines to the maximum extent feasible. The staggering of street alignments resulting in “T” intersections shall be avoided wherever practical. However, when not practical, the staggering of street alignments resulting in "T" intersections shall meet with the approval of the City Engineer and ensure compliance with accepted traffic safety standards.

F. Intersection Angles. Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 80 degrees shall require approval of the City Engineer. All tangent calculations and curb radii shall comply with Engineering Standards.

G. Existing Streets. Whenever existing public streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of subdivision, partitioning, or development.

H. Half-Streets. Half-streets may be approved where essential to the reasonable development of an area and when The City finds it to be practical to require the dedication of the other half when the adjoining property is developed. Whenever a half-street is adjacent to a tract to be developed, the other half of the street shall be dedicated. Specific improvement requirements are contained in Chapter 17.42.050. Reserve strips and street plugs may be required to preserve the objectives of half-streets.

I. Cul-de-sacs. Cul-de-sacs are not encouraged and allowed only where no other reasonable alternative exists. Where permitted, a cul-de-sac shall have maximum lengths of 800 feet and terminate with a circular turn-around. Cul-de-sacs over 400 feet in length shall provide accessways to provide connectivity to adjacent streets and uses, unless physical constraints preclude a pedestrian/bicycle accessway. The Fire Code may establish additional standards.

J. Street Names. Street names and numbers shall conform to regulations contained in the Sweet Home Municipal Code Chapter 12.20.

K. Grades and Curves. Grades shall conform with City of Sweet Home Engineering Standards.

L. Marginal Access Streets. If a development abuts or contains an existing or proposed arterial street, The City may require marginal access streets, reverse

frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

M. Lots Abutting a Partial Street. Development of property abutting an existing public street which does not meet the minimum right-of-way standards, shall include sufficient yard setback equal to the minimum yard requirements of the zoning district, plus, the additional land required to meet the minimum right-of-way width.

N. Unimproved Street. Development of property adjacent to an unimproved right-of-way shall require the installation of an improved surface to meet fire code requirements and the submittal of a non-remonstrance agreement to participate in future street improvements.

17.42.040 STREETS

The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical and drainage conditions, public convenience and safety, the proposed use of land to be served by the streets, and full land utilization which will not result in tracts of vacant inaccessible land. Street design standards are intended to provide city staff with standards and guidelines for protecting the function and integrity of The City's transportation system. There are two types of Improved Type Standards for City streets:

- **Improved streets** are Urban Standard roadways that provide paved travel lanes, curb and gutter or infiltration basin drainage, pedestrian sidewalks, bike lanes, and landscaped planter areas. **Improved streets** are also Rural Standard roadways that provide paved travel lanes, roadside ditch or infiltration basin drainage, pedestrian sidewalks, shared road & bike lanes, and sometimes beautification planter areas.
- **Unimproved streets** are Rural Standard roadways that provide paved travel lanes, roadside ditch drainage, however no pedestrian sidewalks or bike lanes, and no landscaped planter areas.

The following table implements the standards of the Transportation System Plan.

Standards	***Major Arterial***	***Minor Arterial***	***Collector***	***Local Street***	***Residential Neighborhood Street ******
ROW Width	80' (max)	70' (max)	60' (max)	50' (max)	20' (min)
Curb to curb width	60' (max)	40' (max)	40' (max)	36' (max)	20' (min)
Travel Lane width	11' (min)	10.5' (min)	10' (min)	7' (min)	7' (min)
Number of lanes	4 (max)	3 (max)	2 (min)	2 (max)	2 (min)
Median/center turn width (max)	12'	11.5'	Not required	Not required	Not required
Bike Lane width (min)	2 @ 6'	2 @ 6'	1 @ 6'	7'	Not required
Parking width (max)	8'	8'	8'	7'	Not required
Curb *	6"	6"	6"	6"	Not required
Planting Strip width (min)**	7'	7'	7'	3'	3'
Sidewalk width (min)	8'	7'	6'	5'	Not required
System spacing	1 mile	½ mile	½ mile	250'	100'
Design speed - (max)	40 mph	35 mph	25 mph	25 mph	20 mph
Access management: intersection spacing (min)****	300'	100'	100'	75'	50'
Access Management: driveway spacing	No direct driveway access	Shared driveway access	Shared driveway access	Direct access allowed	Direct access allowed

* Other City approved alternatives may be proposed, such as "Green Streets" standards, as defined by Portland Metro Green Streets handbook, and subsequent updates. A green street can be defined as a street designed to integrate a system of storm water management within its right of way, and to:

- Reduce the amount of water that is piped directly to streams and rivers.
- Be a visible component of a system of "green infrastructure" that is incorporated into the aesthetics of the community.

- Make the best use of the street tree canopy for storm water interception as well as temperature mitigation and air quality improvement.
- Ensure the street has the least impact on its surroundings, particularly at locations where it crosses a stream or other sensitive area.

** Planting strips may include filtration strips and swales.
*** Allowed only within a Planned Development.
**** Measured as adjacent edge to edge of right-of-way, with the higher street category controlling.

17.42.050 HALF STREET DEVELOPMENT AND IMPROVEMENT

Half-Street development conditions typically occur in areas where existing travel lanes are pre-existing and development occurs on one side of the right-of-way only.

A. Extension of Roadways. In areas where street pavement, curbs, stormwater drainage, and sidewalks do not exist; sidewalk, curb, drainage system and driveway construction shall be required in the following conditions:

1. When located adjacent to existing street improvements of sidewalk, curb, drainage system and street paving.
2. When as a property lot of an existing subdivision, lot frontages were not constructed within or around the perimeter of the subdivision.
3. When located on a corner of two public street rights-of-way, both of which do not have existing sidewalk, curb and drainage. Corner development will set line and grade for the remainder of street block segment.
4. When located on a corner of two public street rights-of-way, only one of which has sidewalk, curb and drainage, the undeveloped adjacent side shall be constructed to match line and grade of the abutting roadway right-of-way and shall provide linkages in the sidewalk network.
5. When located on the opposite side of the public right-of-way from an existing system of sidewalk, curb and drainage, development of street structure shall match both vertical and horizontal alignments.
6. When commercial development projects are constructed, or when existing commercial projects are redeveloped, reconstructed or modified, and could provide access to the roadway frontage for vehicles and pedestrians, regardless of adjacent roadway conditions such improvements shall be provided. Not providing access to the right-of-way frontage will not remove the requirement for development of pedestrian access along that frontage.

B. Layout Standards. Half-Street improvements shall follow the existing grade and curvature alignment of the roadway and right-of-way. Half-Street Improvements have 3 different scenarios.

1. Half-Street improvements in the truest condition shall extend to the centerline of the right-of-way. In cases where the roadway is not centered in the right-of-way the improvement will terminate as close as practical to the center of the roadway. The Public Works Director shall review the project for consideration of alternative options.
2. The equivalent of a Quarter-Street Improvement is where the roadway is in good condition, at the right slope and elevation, and nothing needs to be changed or updated, then the roadway may be sawcut along the edge of pavement or Fog Line. The new construction improvements shall meet flush with the existing roadway surface and be sealed with a tack coat and sand seal on the joint.
3. The equivalent of a Three-Quarter-Street Improvement is where the roadway is in bad enough shape in any form, that the improvement shall extend across the centerline to cover the opposite lane area. This applies also when development happens in category 1 and 2 roadways (grass and gravel respectively) that undergo improvements for access without the benefit of subdivision requirements.
4. Where the existing roadway is at adequate elevation relative to the adjoining property, the half-street improvement may meet the edge of existing pavement or roadway structure. If pavement degradation or excavations are significant to the roadway frontage, the developer may be required to complete finish paving to the centerline of the street.
5. When one end of the roadway section is at a lower elevation and remainder is higher than the abutting property, the half-street improvement will require the excavation of the full width of the travel lanes and the lowering of the roadway surface.
6. When both ends of the roadway section are at the higher incorrect elevation, the roadway does not need to be constructed. In this case street improvements will have to be accomplished in a comprehensive neighborhood street improvement project, taking into account driveway apron slopes, stormwater drainage and property area drainage inlets, etc.

17.42.060 MODIFICATION OF RIGHT-OF-WAY AND IMPROVEMENT WIDTH

The City may allow modification to the public street standards of Chapter 17.42.040 when **both** of the following criteria are satisfied:

A. The modification is necessary to provide design flexibility in instances where:

1. Unusual topographic conditions require a reduced width or grade separation of improved surfaces; or
2. Parcel shape or configuration precludes accessing a proposed development with a street which meets the full standards of this Chapter; or
3. A modification is necessary to preserve trees or other natural features determined by The City to be significant to the aesthetic character of the area.

B. Modification of the standards of Chapter 17.42.040 shall only be approved if The City finds that the specific design proposed provides adequate vehicular access based on anticipated traffic volumes.

17.42.070 CONSTRUCTION SPECIFICATIONS

Construction specifications for all public streets shall comply with the criteria of the most recently adopted public works/street standards of The City of Sweet Home.

17.42.080 SIDEWALKS

Public sidewalk improvements are required for all property development in The City of Sweet Home and along Arterial and Collector streets. Sidewalks may be deferred by The City where future road or utility improvements will occur and on property in the rural fringe of The City where urban construction standards have not yet occurred. The property owner is obligated to provide the sidewalk when requested by The City or is obligated to pay their fair share if sidewalks are installed by The City at a later date.

A. Sidewalks shall be constructed within the street right-of-way. Sidewalk easements shall only be accepted where the Public Works Department determines that full right-of-way acquisition is impractical.

B. Sidewalks shall connect to and align with existing sidewalks. Sidewalks may transition to another alignment as part of the approval process.

C. Sidewalks width and location, including placement of any landscape strip, shall comply with City of Sweet Home Engineering Standards.

D. Planter strips and the remaining right-of-way shall be landscaped and maintained as part of the front yard of abutting properties. Maintenance of sidewalks and planters shall be the continuing obligation of the abutting property owner.

E. Mid-block Crosswalks. The City may require mid-block crosswalks for long blocks or to provide access to schools, parks, shopping centers, public transportation stops or other community services.

F. Internal pedestrian circulation and accessways shall be provided within all commercial, multifamily and planned developments.

17.42.090 BIKEWAYS

Bikeways are required along Arterial and Collector streets. Bikeways shall comply with City Engineering Standards. Developments adjoining existing or proposed bikeways shall include provisions for connection and extension of such bikeways through dedication of easements or rights-of-way.

17.42.100 PRIVATE STREETS

Private streets shall only be permitted as part of an approved Planned Development. At a minimum, the streets shall conform to the Residential Neighborhood Street requirements unless otherwise modified by the decision.

17.42.110 PRIVATE ACCESS EASEMENT (JOINT USE DRIVEWAY)

A private access easement (joint use driveway) created as the result of an approved land division shall conform to the following.

A. Width. Where permitted, the access easement shall comply with the following standards:

1. Minimum easement width: 20 feet

2. Minimum paved width: For private access of 150’ or less and serving one dwelling - 12 feet; serving two dwellings - 16 feet. For private access of more than 150’ – 16 feet.
3. Maximum length: 200 feet
4. No more than 2 single-family detached dwellings or 2 duplexes shall have their sole access to the easement. Easements serving more than 2 homes or 2 duplexes shall comply with the provisions for a Residential Neighborhood Street.

B. Surface Improvement. The surface width noted in A.1. above shall be improved with either asphalt or concrete for the entire length of the private access easement.

C. Maintenance. Provision for the maintenance of a private access driveway shall be provided in the form of a maintenance agreement, homeowners’ association, or similar instrument acceptable to The City. The applicable document shall be recorded against the deed record of each parcel, and if appropriate, placed on the final partitioning plat.

D. Turn-around. A turn-around shall be required for any access easement which is the sole access, and which is either in excess of 150 feet or which serves more than one dwelling. Turn-arounds shall comply with the requirements of the Sweet Home Fire District.

E. Fire Lanes. All private access easements shall be designated as fire lanes and signed for "no parking." All private access easements and joint use driveways shall comply with International Fire Code.

F. Easement Required. Where The City approves a private access easement or joint use driveway, the property owners shall record an easement with the deed allowing joint use of and cross access between adjacent properties. The owners of the properties agreeing to joint use of the driveway shall record a joint maintenance agreement with the deed, defining maintenance responsibilities of property owners. The applicant shall provide a fully executed copy of the agreement to The City for its records, but The City is not responsible for maintaining the driveway or resolving any dispute between property owners.

17.42.120 LOTS AND PARCELS SERVED BY PRIVATE ACCESS EASEMENTS

The following shall apply to all lots and parcels that are accessed by either a private street or private access easement:

A. Lot and Parcel Size. The easement containing the private access easement shall be excluded from the lot or parcel size calculation.

B. Setbacks. The line fronting along a private street or private access easement shall be considered a property line. Setbacks to the garage and home shall be measured from this easement line.

C. Lot Depth and Width. Where required by the underlying zone, the lot width shall be measured along the easement boundary and the lot depth shall be measured from the easement boundary to the rear lot line.

17.42.130 TRAFFIC IMPACT STUDY

The purpose of this subsection is to coordinate the review of land use applications with roadway authorities and to implement Section OAR 660-012-00451.E. of the state Transportation Planning Rule, which requires The City to adopt a process to apply conditions to development proposals in order to minimize impacts and protect transportation facilities. The following provisions also establish when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; the required contents of a Traffic Impact Analysis; and who is qualified to prepare the analysis.

A. When a Traffic Impact Analysis is Required. The City or other road authority with jurisdiction may require a Traffic Impact Analysis (TIA) as part of an application for development, a change in use, or a change in access. A TIA shall be required where a change of use or a development involves one or more of the following:

1. A change in zoning or a plan amendment designation;
2. Operational or safety concerns documented in writing by a road authority;
3. An increase in site traffic volume generation by 300 Average Daily Trips (ADT) or more;
4. An increase in peak hour volume of a particular movement to and from a street or highway by 20 percent or more;

5. An increase in the use of adjacent streets by vehicles exceeding the 20,000-pound gross vehicle weights by 10 vehicles or more per day;
6. Existing or proposed approaches or access connections that do not meet minimum spacing or sight distance requirements or are located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, creating a safety hazard;
7. A change in internal traffic patterns that may cause safety concerns; or
8. A TIA required by ODOT pursuant to OAR 734-051.

B. Traffic Impact Analysis Preparation. A professional engineer registered by the State of Oregon, in accordance with the requirements of the road authority, shall prepare the Traffic Impact Analysis.

17.44 OFF-STREET PARKING AND LOADING

17.44.010 PURPOSE

The purpose of this Chapter is to provide adequate areas for the parking, maneuvering, loading and unloading of vehicles for all land uses in The City of Sweet Home.

17.44.020 SCOPE

A. Application. Except as modified or restricted elsewhere within this Development Code, the provisions of this Chapter shall apply to the following types of development:

1. Any new building or structure erected after the effective date of this Development Code.
2. The construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure.

B. Change of Use Exception. A change in the use of an existing building or structure to another use permitted in the underlying zone **shall not** require additional parking spaces or off-street loading areas.

17.44.030 LOCATION

Off-street parking and loading areas shall be provided on the same lot with the main building or structure or use except that:

A. Yards. Off-street parking areas may be located in a required yard setback for multi-family residential, commercial and industrial uses with an approved 10-foot landscaped buffer.

B. Residential. In residential zones, automobile parking for dwellings and other uses permitted in a residential zone may be located on another lot if such lot is within 200 feet of the lot containing the main building, structure or use, and if guaranteed by access easement or other recorded agreement prior to development. In no case shall the parking requirements at the off-site location be reduced, unless otherwise approved as joint-use parking.

C. Parking. Driveways may be used for off-street parking for single-family and duplex dwellings.

D. Non-Residential. In non-residential zones, parking may be located off the site of the main building, structure or use if it is within 500 feet of such site. In no case shall the parking requirements at the off-site location be reduced, unless otherwise approved as joint-use parking.

17.44.040 JOINT USE

Parking area may be used for a loading area during those times when the parking area is not needed or used. Parking areas may be shared between uses where hours of operation or use are staggered such that peak demand periods do not occur simultaneously. The requirements of this Chapter may be reduced accordingly. Such joint use shall not be approved unless satisfactory evidence is presented which demonstrates the access and parking rights of all parties.

17.44.050 GENERAL PROVISIONS OFF-STREET PARKING AND LOADING

A. Parking Required. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Development Code.

B. Interpretation of Parking Requirements. Requirements for types of buildings and uses not specifically listed herein shall be determined by the City Planner based upon the requirements of comparable uses listed and expectations of parking and loading need.

C. Multiple Use Facilities. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the uses computed separately, unless a reduction is approved for shared parking pursuant to Chapter 17.44.040.

D. Storage Prohibited. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons, and employees only, and shall not be used for storage of vehicles or materials.

17.44.060 OFF STREET AUTOMOBILE AND BICYCLE PARKING REQUIREMENTS

A. Vehicle Parking Spaces. Provisions for off street vehicle and bicycle parking shall comply with the following minimum requirements:

VEHICLE AND BICYCLE PARKING SPACE REQUIREMENTS

	Land Use Activity	Vehicle Spaces	Bicycle Spaces	Measurement
A.	Single family and Duplex	2 spaces per single family dwelling unit; two spaces total for a duplex	0	None
B.	Multi-family dwellings (3 or more units)	Studio – 1 space/unit 1-2 bedroom – 1.5 spaces/unit 3+ bedroom – 2 spaces/unit	0.25	Per dwelling unit
C.	Hotel, motel, boarding house	1 space per guest room plus 1 space for the owner or manager	1	Per 20 guest rooms
D.	Club, lodge	Spaces sufficient to meet the combined minimum requirements of the uses being conducted, such as hotel, restaurant, auditorium, etc.	2	Per 20 vehicle spaces
E.	Hospital, nursing home	1 space per two beds and 1 space per 2 employees	0.5	Per five beds
F.	Public assembly, churches, auditorium, stadium, theater	1 space per 4 seats or every 8 feet of bench length, or 60 sq. ft. of area w/o fixed seats	1	Per 20 vehicle spaces
G.	Preschool, kindergarten, elementary, junior high school	Greater of 2 spaces per classroom, or the requirement for a place of public assembly	2	Per classroom
H.	High school		1	Per classroom

		Greater of 8 spaces per classroom, or the requirement for a place of public assembly		
I.	Bowling alley, skating rink, community center	1 space per 100 sq. ft. plus 1 space per two employees	1	Per 20 vehicle spaces
J.	Retail store, except as provided in "K"	1 space per 500 sq. ft. plus 1 space per 2 employees	1	Per 20 vehicle spaces
K.	Service or repair shop, retail store handling exclusively bulky merchandise such as automobiles or furniture	1 space per 800 sq. feet of gross floor area, plus 1 space per 2 employees	1	Per 30 vehicle spaces
L.	Bank; office buildings; medical and dental clinic	1 space per 400 sq. ft. of gross floor area, plus 1 space per 2 employees	1	Per 20 vehicle spaces
M.	Eating and drinking establishment	Greater of 1 space per 4 seats, or, 1 space per 400 sq. ft. of gross floor area	1	Per 20 vehicle spaces
N.	Wholesale establishment	1 space per 1,000 sq. ft. of gross floor area, plus 1 space per 800 sq. ft. of retail area	1	Per 30 vehicle spaces
O.	Municipal and governmental	1 space per 800 square feet, plus 1 space per 2 employees	1	Per 20 vehicle spaces
P.	Manufacturing and processing:	One space per employee during the largest shift, plus,		
	0-24,900 sq. ft.	1 space per 800 sq. ft.	1	Per 20 vehicle spaces
	25,000-49,999 sq. ft.	1 space per 900 sq. ft.	1	Per 20 vehicle spaces
	50,000-79,999 sq. ft.	1 space per 1000 sq. ft.	1	Per 20 vehicle spaces
	80,000-199,999 sq. ft.	1 space per 1,200 sq. ft.	1	Per 20 vehicle spaces
	200,000 sq. ft. and over	1 space per 2,000 sq. ft.	1	Per 20 vehicle spaces

Q.	Warehousing and storage distribution, terminals	One space per employee during the largest shift, plus,		
	0-49,999 sq. ft.	1 space per 3,000 sq. ft.	1	Per 30 vehicle spaces
	50,000 sq. ft and over	1 space per 5,000 sq. ft.	1	Per 30 vehicle spaces

B. Bicycle Spaces. Bicycle parking development requirements

1. Space Size. Each bicycle parking space shall be a minimum of six feet long and two feet wide and be accessible by a minimum five-foot aisle.
2. Location. All bicycle parking shall be within 100 feet from a building entrance(s) and located within a well-lit area. Any long-term bicycle parking spaces shall be sheltered from precipitation.

C. Maximum Vehicle Parking Spaces. The minimum spaces identified under item A. in this Section, shall not be increased by more than 30%.

17.44.070 OFF-STREET LOADING REQUIREMENTS

Commercial or industrial buildings between 10,000 to 25,000 square feet in area shall require a loading space. This initial loading space may incorporate the parking area. One additional space shall be required for each additional 25,000 square feet of gross floor area, or any portion thereof. The minimum loading space dimensions shall be 12 feet wide, 30 feet long, and 14 feet vertical clearance.

17.44.080 PARKING AND LOADING AREA DEVELOPMENT REQUIREMENTS

All parking and loading areas shall be developed and maintained as follows:

A. Surfacing. All driveways, parking and loading areas shall have a durable hard surface of asphaltic cement or concrete. Surface improvements shall conform to the following:

1. Paving Improvements. Paving shall comply with adopted Engineering Standards of The City of Sweet Home.

2. Timing. Unless modified by a variance or a site development review, or, bonded per City requirements, all driveways and off-street parking and loading areas shall be improved prior to occupancy of the primary structure.
3. Surfacing Options for Industrial Zone – The City Engineer may allow the use of a graveled parking area in the industrial zones, provided surface drainage is addressed per Engineering Standards and at least 20-feet of each access driveway connecting with a public street is paved.

B. Parking Spaces. Parking spaces shall be a minimum 9-feet wide and 20-feet in length. Up to 20% of the parking area may contain "compact spaces" with dimensions of 8.5-feet in width and 18-feet in length.

C. Driveways. The following standards shall apply to all driveways:

1. Single Family Residence, and Duplex Dwellings
   a. If one driveway is installed, no driveway width shall be less than 12 feet nor exceed 24 feet as measured at the property line. For lots or parcels exceeding 100-feet in width, the driveway width shall not exceed 36-feet.
   b. If more than one driveway is installed, for property with 50 to 100 feet of frontage, the maximum width for each driveway is 20 feet and no more than two driveways may be permitted. For frontage in excess of 100 feet, each additional 100 feet or fraction thereof shall be considered as separate frontage.
   c. Driveways shall be limited to off-street parking, and, the parking and storage of recreational vehicles.
2. Multi-Family, Commercial, Industrial and Public Uses
   a. Without adjacent parking (minimums):
      (i) One-way: 12 feet
      (ii) Two-way: 24 feet
   b. With adjacent parking:

Parking Angle	Driveway Width
0 to 40	12 feet*
41 to 45	13 feet*
46 to 55	15 feet*
56 to 70	18 feet*
71 to 90	26 feet

*One-way only driveways

   c. There shall be a minimum separation of 22 feet between all

driveways.

3. General Standards.

a. *Distance from intersection.* All driveways shall be located the maximum distance which is practical from a street intersection and in no instance shall the distance from an intersection be closer than the following measured from the nearest curb return radius, which is the nearest beginning point of the arc of a curb:

Local street	20 feet
Collector street	30 feet
Arterial street	40 feet

Where streets of different functional classification intersect, the distance required shall be that of the higher classification.

b. *Number of accesses permitted.* Access points to a public street shall be the minimum necessary to provide reasonable access while not inhibiting the safe circulation and street carrying capacity.

c. *Double frontage properties.* Properties which have frontage on more than one street may be restricted to access on the streets of a lower classification through site plan review or other review procedures.

d. *Joint access encouraged.* Common accessways at a property line shall be encouraged and, in some instances, may be required, in order to reduce the number of access points to street. Construction of common accessways shall be preceded by recording of joint access and maintenance easements.

e. *Maximum slope.* Access and approach grades shall not exceed 10% slope except as otherwise approved by the City Engineer.

f. *Access to state highways.* Access to designated state highways shall be subject to the provisions of this chapter in addition to requirements of the Highway Division, Oregon Department of Transportation. Where regulations of The City and state may conflict, the more restrictive requirement shall apply.

D. Screening. When any public parking or loading area is within or adjacent to a residential zone, such parking or loading area shall be screened from all residential properties with an ornamental fence, wall or hedge of at least 4 feet in height. The screening shall otherwise comply with applicable height limitations and clear vision requirements.

E. Lighting. Any light used to illuminate a parking or loading area shall be arranged to be directed entirely onto the loading or parking area, shall be deflected away from any residential use and shall not cast a glare or reflection onto moving vehicles on public rights-of-way.

F. Driveway Required. Groups of more than four parking spaces shall be so located and served by a driveway that their use will require no backing movements or maneuvering within a street right-of-way.

G. Traffic Safety. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrians and vehicular traffic on the site.

H. Curbing. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or a bumper rail at least 4" high, located a minimum of 3 feet from the property line, to prevent a motor vehicle from extending over an adjacent property or a street.

17.46 STORM DRAINAGE AND GRADING

17.46.010 PURPOSE

To provide for the drainage of surface water from all residential, commercial and industrial development; to minimize erosion; to reduce degradation of water quality due to sediments and pollutants in storm water runoff.

17.46.020 SCOPE

The provisions of this Chapter shall apply to all partitions, subdivisions, multi-family developments, commercial developments and industrial development; and to the reconstruction or expansion of such developments.

17.46.030 PLAN FOR STORM DRAINAGE AND EROSION CONTROL

No construction of any facilities in a development included in Chapter 17.90 shall be permitted until a storm drainage and erosion control plan, designed in accordance with The City's Engineering Standards, for the project is prepared by an engineer registered in the State of Oregon and is approved by The City. This plan shall contain at a minimum:

A. The methods to be used to minimize the amount of runoff, siltation, and pollution created from the development both during and after construction.

B. Plans for the construction of storm sewers, open drainage channels and other facilities which depict line sizes, profiles, construction specifications and other such information as is necessary for The City to review the adequacy of the storm drainage plans.

C. Calculations used by the engineer in sizing storm drainage facilities.

17.46.040 GENERAL STANDARDS

A. Design Standards. All development shall be planned, designed, constructed and maintained to:

1. Protect and preserve existing natural drainage channels to the maximum practicable extent;
2. Protect development from flood hazards;

3. Provide a system by which water within the development will be controlled without causing damage or harm to the natural environment, or to property or persons within the drainage basin;
4. Assure that waters drained from the development are substantially free of pollutants, through such construction and drainage techniques as sedimentation ponds, reseeding, phasing or grading;
5. Assure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development;
6. Avoid placement of surface detention or retention facilities in road rights-of-way.

B. Public Easements. In the event a development or any part thereof is traversed by any water course, channel, stream or creek, gulch or other natural drainage channel, adequate easements for storm drainage purposes shall be provided to The City. This shall not imply maintenance by The City.

C. Obstruction of Channel. Channel obstructions are not allowed except as approved for the creation of detention or retention facilities approved under the provisions of this Development Code and in compliance with City Engineering Standards.

D. City Inspection. Prior to acceptance of a stormwater system by The City, it shall be flushed and inspected by The City. All costs shall be borne by the developer.

17.46.050 GRADING

A. Grading Permits are required for the following activities and shall be subject to City of Sweet Home Public Works Standards.

1. Grading in excess of 50 cubic yards;
2. Grading potentially impacting, Riparian Areas, Drainage ways, Flood Hazard Areas or Greenways;
3. Grading that could possibly impact adjacent properties;
4. Grading proposed over public storm drains, sanitary sewers or water lines;
5. Grading requiring tree removal;
6. Other areas with potential impacts as determined by The City as part of a land use review;
7. Land partitions and subdivisions.

B. If the approved grading activity is associated with a building permit, a final grading inspection shall be required prior to issuance of certificate of occupancy.

17.48 UTILITY LINES AND FACILITIES

17.48.010 PURPOSE

To provide adequate services and facilities appropriate to the scale and type of development.

17.48.020 STANDARDS

A. Design and Location. The location, design, installation and maintenance of all utility lines and facilities shall be carried out with minimum feasible disturbances of soil and site.

B. Private Utilities. All development which has a need for electricity, gas and communications services shall install them pursuant to the requirements of the district or company serving the development. Except where otherwise prohibited by the utility district or company, all such facilities shall be underground.

C. Water Service Required. All development which has a need for public water shall install the facilities pursuant to the requirements of The City. Installation of such facilities shall be coordinated with the extension of necessary sanitary sewer services and storm drainage facilities.

D. Sanitary Sewer Required. All development which has a need for public sanitary sewers shall install the facilities pursuant to the requirements of The City. Installation of such facilities shall be coordinated with the extension of necessary water services and storm drainage facilities.

E. Street Lights. When required, the installation of street lights shall be pursuant to the requirements of The City Engineering Standards and the requirements of the utility company serving the development.

F. Easements, General. Easements shall be provided along property lines as deemed necessary by The City, special districts, and utility companies. Easements for special purpose uses shall be of a width deemed appropriate by the responsible agency. Such easements shall be designated on the final plat of all subdivisions and partitions.

17.48.030 PUBLIC FACILITY IMPROVEMENTS

All public facility improvements shall be designed and constructed in compliance with adopted City of Sweet Home Engineering Standards. The Director of Public Works (or designee) shall determine compliance with these standards. These standards are considered requirements and may not be altered pursuant to provisions in this Development Code.

17.50 SIGNS

17.50.010 PURPOSE.

A. The purpose of this chapter is to provide reasonable and necessary regulations for the design, construction, placement and maintenance of signs to protect the public health, safety and general welfare of the community. The regulations allow a variety of sign types and sizes. The sign standards are intended to allow for signs with adequate visibility to adjacent streets, but not necessarily to streets farther away.

B. The regulations for signs have the following specific objectives:

1. To ensure that signs are designed, constructed, installed and maintained to ensure public and traffic safety and enhance the appearance of The City;
2. To reflect and support the desired character and development patterns of the community;
3. To provide for adequate and effective signs without dominating the visual landscape;
4. To balance the needs of business with the desire to preserve and enhance the visual character of The City;
5. To allow clear visibility of traffic signs and signal devices, pedestrians, driveways, intersections and other necessary clear vision areas.

17.50.020 DEFINITIONS.

ABANDONED SIGN. A sign structure with a display surface associated with a use of a property that has ceased for a period of at least six months.

ALTERED. The modification of the size, shape, or height of a sign, including the replacement of the display surface materials with other comparable materials and the sign structure. This does not include normal maintenance and repair of an existing sign.

AWNING. A permanent roofed structure which may be free-standing or partially attached to a building for the purpose of providing shelter.

CLEARANCE. The distance measured from the highest point of the grade below the sign to the lowest point of the sign.

CURB LINE. The face of the curb that delineates the roadway line from block to block, excluding pedestrian and parking bulb outs.

DISPLAY SURFACE. The area made available by the sign structure for the purpose of displaying the message.

ERECT. To build, construct, attach, place, suspend or affix, including the painting of wall signs.

HEIGHT. The distance measured from the highest point of the natural grade below the sign to the highest attached component of the sign.

ILLUMINATED. A sign that contains or consists of lights or a light source including the following:

EXPOSED ILLUMINATION. A light source that is seen such as neon, fiber optics, LED, bare bulbs, or similar light sources.

EXTERNAL ILLUMINATION. An external light source directed to illuminate the exterior surface of the sign.

INTERNAL ILLUMINATION. A source of illumination from within a sign.

MARQUEE. A permanent roofed structure attached to and supported by the building and projecting over public property.

MURAL. Artwork on the inventory of and under the ownership of the Sweet Home Active Revitalization Effort (SHARE) - Mural Committee, a part of the Sweet Home Economic Development Group (SHEDG).

NATURAL GRADE. The elevation of the original or undisturbed natural surface of the ground.

NONCONFORMING SIGN. A sign lawfully existing at the time this chapter becomes effective which does not conform to the requirements of this chapter.

PERMANENT. Any sign intended to be used for a period greater than 60 days.

SIGN. Any object or device or part thereof that is used to advertise or identify an object, person, institution, organization, business, product, service, event or location by means including words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images.

SIGN STRUCTURE. Any structure which supports a sign.

WORK OF ART. A work made and\or valued primarily for an artistic rather than practical function.

17.50.030 GENERAL STANDARDS.

A. It is unlawful for any person to erect, repair, alter, relocate or maintain within The City, any sign except as provided in this chapter.

B. Signs shall not be attached to an approved sign without permits to ensure compliance with this chapter.

C. Signs, along with their supports, braces, guys, anchors and electrical equipment, shall be kept fully operable, in good repair and maintained in a safe condition.

D. The display surfaces of signs shall be kept clean and legible.

E. Signs which do not conform to this chapter but which existed and were maintained as of the effective date of the ordinance codified in this chapter shall be considered nonconforming signs.

F. Any nonconforming sign that is altered or relocated shall immediately comply with all provisions of this chapter.

G. Sign area includes the area within a perimeter enclosing the limits of words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images used to advertise or identify an object. The area of a sign with no such perimeter or the area of a sign with irregular shape shall be computed by enclosing the surface area within a known geometric size or shape. The measurable area shall not include the essential sign structure, foundations, supports, pole covers, or decorative roofing provided there is no advertising copy, symbols or logos present.

17.50.040 DESIGN AND CONSTRUCTION

Signs shall be designed and constructed to comply with the provisions of this chapter and of building codes, as adopted in Title 15 for the use of materials, loads and stresses. Illuminated signs may require an electrical permit that must be obtained from the appropriate governmental agency, currently the Linn County Building Department.

A. All signs are subject to Sweet Home Building Inspection Program permit or a zoning permit, unless specifically exempted by this chapter.

B. Where a permit is required, construction documents shall include a site plan and show the dimensions, material and required details of construction, including loads, stresses and anchors.

C. Signs shall be designed and constructed for wind and seismic load and working stresses to meet building codes.

D. LED signs shall have photocell(s) that dim to 50% levels during the night hours.

E. Guy wires are permitted for support of a sign only in instances in which no other means of safe support exists.

F. Trusses and frames which support signs, excepting sandwich board signs, will be enclosed with the supporting structures constructed as a part of the continuation of the sign.

17.50.050 TYPES OF SIGNS

A. Awning Sign. Any sign that is displayed on or is a part of a fabric, metal or other structural awning material supported entirely from the exterior wall of a building.

B. Directional Sign. An on-premise sign designed to be read by a person already on the premises and used only to identify and locate an office, entrance, exit, telephone or similar place, service or route.

C. Double Faced Sign. When two display surfaces supported by the same sign structure are placed back-to-back, or the distance between each sign face does not exceed two feet at any point, the display surfaces shall be regarded as a single sign.

D. Flexible Sign. A windsock, flag, pennant, streamer, banner or similar sign or structure that identifies the building or the business and/or attracts attention to the business and is constructed of cloth, canvas or similar material.

E. Group Sign. A sign identifying a group of businesses located on the same property, such as a shopping center shall be considered independent of the permitted sign area for the individual businesses.

F. Household Sign. A sign placed at a ~~single-family~~ residence identifying the occupants.

G. Marquee Sign. A sign placed under a marquee or awning.

H. Projecting Sign. A sign that projects from and is supported by a wall of a building or structure and perpendicular or nearly perpendicular to the structure or wall.

I. Reader Board. A sign designed so that the message may be changed by removal or addition of specially designed letters that attach to the display surface of the sign.

J. Sandwich Board Sign. A temporary sign of A-frame construction, usually two sided, designed for placement on the sidewalk in front of a place of business.

K. Temporary Sign. Any sign, regardless of construction material, which is not permanently mounted.

L. Wall Sign. A display surface attached flat onto a building or structure.

M. Window Sign. A sign placed in or on a window or glass door in a building.

17.50.060 EXEMPTIONS

A. The following are not included as signs:

1. Flags of nations, states, and cities;
2. Window displays that are not signs;
3. Works of art.

B. Signs exempt from the Building Inspection Program permits include the following:

1. Signs painted directly on a structure. The Planning Office will issue a sign permit for these signs;
2. Signs erected by a transportation authority;
3. Signs that are replaced or are upgraded with no change to the frame or anchorage.

17.50.070 MARQUEE SIGNS

No part of a sign located under a marquee or awning shall project more than 12 inches below the marquee or awning and shall be at least eight feet above grade.

17.50.080 TEMPORARY SIGNS

A. Temporary signs in a residential zone must be removed within 60 days of being placed on a property.

B. Temporary signs may not be located on private property without consent of the property owner or their agent.

17.50.090 PROHIBITED SIGNS

No sign shall be constructed, erected or maintained that:

A. Intends to be, is an imitation of, or resembles an official traffic sign or signal;

B. By reason of its size, location, movement, content, coloring or manner of illumination:

1. May be interpreted as a traffic control device;
2. Blocks from view any traffic signal or street sign; or
3. May pose a hazard to pedestrians or vehicular traffic.

C. Is affixed to a utility pole;

D. Is affixed to a mural;

E. Is attached to or painted on vehicles visible from the right-of-way unless the vehicle

is used for transport in the normal day-to-day operations of a business;

F. Projects any sound that may create a safety hazard;

G. Shines directly into any adjacent residential quarters or onto vehicle drivers;

H. Obstructs any fire escape, window, door or opening used as a means of egress;

I. Prevents free passage from one part of a roof to any other part of the roof or any opening required for ventilation;

J. Substantially obstructs the view of a sign on adjoining property when viewed from a distance of 200 feet at any point four feet above the grade of the traffic lane closest to the street property line.

17.50.100 SIGNS IN RESIDENTIAL ZONES

In an R-l, R-2 and R-3 zones, the following signs shall be allowed:

A. A household sign not exceeding six inches by 18 inches in size per dwelling unit, is not illuminated and is located entirely within the property lines of the lot;

B. The maximum square footage of signs in a residential zone shall not exceed 60 square feet;

C. Neighborhood organizations may place signs on private property with owner approval, provided that the sign does not exceed 18 inches by 24 inches in size, and is not illuminated;

D. Commercial and professional uses and residential care facilities allowed in a residential zone may have one of the following principal signs:

1. One monument or ground-mounted sign with up to 32 square feet of sign area and a maximum of five feet in height, or
2. Signs attached to the structure not to exceed a maximum combined sign area of 12 square feet for each principal use in the building;

E. Multi-family dwellings and subdivisions may have two monument or ground-mounted signs up to a total of 32 square feet of sign area and a maximum of five

feet in height located at the principal entrances to the multi-family dwelling or subdivision;

F. A temporary sign shall not exceed six square feet in area;

G. A directional sign shall not exceed two square feet in area.

17.50.110 SIGNS IN COMMERCIAL AND INDUSTRIAL ZONES

A. The total square footage of signs for each property may not exceed an area equal to one square foot for each linear foot of public frontage of the property. Regardless of frontage, all properties are allocated at least 50 square feet of signage.

B. In addition to square footage authorized for each property based on public frontage, an additional square footage for each business, as identified by a current certificate of occupancy, located on that property, is authorized as follows:

1. If a business is located less than 50 feet from a public right-of-way, that business is allocated an additional 16 square feet of sign area, regardless of frontage.
2. If a business is located more than 50 feet but less than 100 feet from a public right-of-way, that business is allocated an additional 32 square feet of sign area, regardless of frontage.
3. If a business is located more than 100 feet but less than 200 feet from a public right-of-way, that business is allocated an additional 100 square feet of sign area, regardless of frontage.
4. If a business is located more than 200 feet from a public right-of-way, that business is allocated an additional 200 square feet of sign area, regardless of frontage.

C. A group sign, excluded from any square footage authorized, may not exceed an area equal to one square foot for each foot of public frontage of the property or 200 square feet, whichever is the least.

D. Temporary and flexible signage is not included in the allocated square footage on a property in these zones.

E. Signs in these zones may be illuminated.

F. Signs in the Central Commercial (C-l) zone must conform to the following standards:

1. Every sign must maintain a minimum horizontal distance between the sign and the curb line of not less than two feet;
2. A sign projecting more than two-thirds of the distance from the property line to the curb line shall have a minimum clearance of at least 12 feet;
3. A sign projecting less than two-thirds of the distance from the property line to the curb line shall have a minimum clearance of at least eight feet.

G. Signs in the Highway Commercial (C-2) and Recreational Commercial (RC) and Industrial(M) zones must conform with the following standards:

1. No sign shall be located so it will extend beyond the property lines;
2. Signs shall meet one of the following standards:
   a. The display surface of the sign must have a minimum clearance of 12 feet if located within five feet of the property line;
   b. If a display surface has a clearance of less than 12 feet, all parts of the sign shall be located a minimum of five feet behind the property line.

H. Signs in the Neighborhood Commercial (C-3) zone must conform with the following standards:

1. No more than one sign, not to exceed 25 square feet in area.
2. The sign shall be placed flat against the building.

17.50.120 SIGNS ON PUBLIC PROPERTY

A. The City or another public agency sign shall be allowed to be erected, installed, replaced, or maintained in or on any public property, including streets.

B. Temporary signs may not be located in public rights-of-ways, except as allowed by this section:

1. Flexible signs in existing pole hole locations in sidewalks, or as approved in the future by the appropriate jurisdiction, as long as the display surface does not exceed 12 inches in width, three feet in length, and is not located in an area that will block the view of vehicular or pedestrian traffic;

2. In the Central Commercial zone, sandwich board signs may be placed on the sidewalk as long as they do not exceed six square feet in size, three feet in height, and are not located in an area that will block the view of vehicular or pedestrian traffic. Placement of a sandwich board must maintain a clear pedestrian passage area of at least four feet for Americans with Disabilities Act passage clearance. Placement should take into consideration curb parking and the ability to open car doors.

C. Banners for special events may be placed over rights-of-ways at locations with permanent attachments with approval of the jurisdictions having authority of the right-of-way and the structure where the banner will be attached.

17.50.130 SPECIAL SIGNS

Signs that either do not lend themselves to the ordinary processes of measurement because they are integrated into the design of the building structure or signs designed for a special purpose that makes strict application to this chapter difficult may be permitted as a conditional use when the Planning Commission finds such signs conform with the intent of this chapter and are appropriate to the type of development or structure to which they are related.

17.50.140 ENFORCEMENT

A. All required permits must be obtained prior to placement of the sign.

B. Signs that do not comply with this chapter or that are abandoned are declared a nuisance and The City may cause the removal of the sign.

C. The City may use Chapter 8.04.020 for the abatement procedures for this Chapter.

D. If the owner of the sign, or the owner of the premises upon which the sign was located, does not pay the costs of removal, The City may dispose of the sign.

17.50.150 INTERPRETATION

Where the conditions imposed by any provision of this chapter are less restrictive than comparable conditions imposed by any other applicable codes, the provisions which are more restrictive shall govern.

17.50.160 VARIANCES - SIGNS

Any allowance for signs not complying with the standards set forth in these regulations shall be by variance. Variances to Chapter 17.50 shall be processed according to the variance procedures in Chapter 17.106; **however**, the variance request shall be subject to the following criteria:

A. There are unique circumstances of conditions of the lot, building or traffic pattern such that the existing sign regulations create an undue hardship;

B. The requested variance is consistent with the purpose of the Section as stated in Chapter 17.50.010; and

C. The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to the business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this Chapter.

D. The granting of the variance shall not decrease traffic safety nor detrimentally affect any other identified items of public welfare.

E. The variance will not result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, franchise store signs) shall not be listed or considered as a reason for a variance.

F. The variance request shall not be the result of a self-imposed condition or hardship.

17.52 FENCING AND SCREENING

17.52.010 PURPOSE

Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access, lessen solar access, hinder the safe movement of pedestrians and vehicles, and create an unattractive appearance. These standards are intended to promote the positive aspects of fences and to limit the negative ones.

For purposes of this Chapter, "front yard" means a yard extending across the full width of a lot or parcel of land and extending from the front lot line to the entire actual front building line or shall be the same as the respective front setbacks required by the underlying zone, whichever is less. The following standards shall apply to all fences, hedges, and walls.

17.52.020 GENERAL STANDARDS

Construction of fences and walls shall conform to all of the following requirements:

A. Permits Required. No person shall construct or reconstruct any fence or wall without first obtaining a permit.

B. Clear Vision Areas. All fences, hedges, and walls adjacent to a roadway intersection shall comply with clear vision requirements.

C. Land Use Approval. The Planning Commission may require installation of walls and/or fences as a condition of development in a land use approval. When so conditioned by a land use action, no further land use review is required for the fence or wall.

D. Measuring Fence Height. Fence height shall be measured from the average height of the grade adjacent to where the fence is to be located. If a fence is to be constructed on top of a berm, the height shall be measured from the bottom of the berm. Where the natural grade changes (i.e., hillside or swale) the fence, hedge, and wall height shall change with the grade.

E. Temporary Fences. A temporary fence may be constructed with wire, rolled plastic, wood or other suitable material as determined by the City Manager or designee. The City Manager or designee shall establish the time duration for a temporary fence not to exceed 12 months. All temporary fences, prior to installation, must first have the approval of the City Manager or designee.

F. Hedges. Hedges located within five feet of a property line abutting a street shall not exceed a maximum height of three and one-half feet.

G. Gates. Gates shall not open or swing into public right-of-way.

17.52.030 MATERIALS

Fences and walls shall comply with the materials standards set forth in this subsection.

A. Fences. Fences shall be constructed of materials specifically designed and manufactured for fencing purposes, including, but not limited to, wood, wrought iron, vinyl, aluminum, and chain link (with a top rail support). Materials not specifically designed as fencing material, include, but are not limited to, corrugated cardboard, corrugated metal, plywood, wooden pallets, concrete rubble, and junked material, are prohibited.

B. Walls. Walls shall be constructed of materials specifically designed and manufactured for use as walls, including, but not limited to, masonry, rock, concrete, concrete block, or other similar materials.

C. Hazardous Materials. Fences and walls shall not be constructed of or contain any material that will do bodily harm, such as electric or barbed wire, broken glass, spikes, or any other hazardous or dangerous materials, except as follows:

1. Barbed wire is permitted on top of a six-foot tall fence in the industrial (M) zone. The total height of the fence and barbed wire is limited to seven feet. Barbed-wire-only fences are prohibited except as allowed in subsection “a.” below:
    a. Livestock Containment. Where cattle, sheep, horses or other livestock are permitted or existed when the property was annexed to The City, barbed wire is permitted when used to contain or restrict livestock provided that the fences are posted at 15-foot intervals with clearly visible warnings of the hazard.

2. Above ground electrically charged fences are only permitted when used to pasture or control livestock, for farming or other similar agricultural uses in zones where such uses are permitted and when the following standards can be met:
   a. On boundary fences, the electrically charged wires shall be located on the inside face of the fence posts;
   b. The electrically charged fence shall not exceed four feet in height;
   c. The electrically charged fence shall be a pulsed charge system, and not a continuous charge system; and
   d. Warning signs stating, “Warning, Electric Fence” shall be posted at intervals not less than 15 feet.

17.52.040 LOCATION AND HEIGHT - RESIDENTIAL ZONES

Residential Zoning Districts (R-1, R-2, R-3, MU). The maximum height of a fence and wall within residential zoning districts shall be as follows:

A. Fences and Walls

1. Front Yard Abutting Street. Fences and walls within a front yard abutting a street shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
2. Side and Rear Yards Abutting Street.
   a. Fences and walls located less than three feet from a street property line shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
   b. Fence and walls located more than three feet from the street property line shall not exceed a maximum height of seven feet.
3. Interior Side and Rear Yards. Fences and walls located at a property line not abutting a street shall not exceed a maximum height of seven feet.
4. Through lots. Fences and walls shall be constructed in accordance with the front setbacks required by underlying zone on both streets.
5. Flag lots. On flag lots, the maximum height of a front yard fence or wall shall not exceed seven feet, provided the front yard of the flag lot is abutting interior side or rear yards on all sides.
   a. Fences and walls located in the portion of the pole that abut a front or corner side yard (i.e. from the street property line to the front

building line of the adjacent property, or respective front setbacks required by underlying zone, whichever is less) shall not exceed a maximum height of three and one half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).

17.52.050 LOCATION AND HEIGHT – NON-RESIDENTIAL ZONES

The maximum height of fences and walls within the commercial and industrial zones, shall be as follows.

A. *Yards Abutting Street*
   1. Fences and walls located less than five feet from a street property line shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
   2. Fences and walls located more than five feet from the street property line shall not exceed a maximum height of seven feet.

B. *Interior Side and Rear Yards*. Fences and walls located at a property line not abutting a street shall not exceed a maximum height of seven feet.

C. *Barbed Wire*. Barbed Wire may be used in the City Limits.

17.52.060 PLACEMENT OF FENCING ON PUBLIC RIGHTS-OF-WAY OR EASEMENTS

Fences may be constructed on public rights-of-way and/or easements subject to certain restrictions. Construction of fences on public rights-of-way or easements requires permission from the appropriate public agency. The City allows placement of fences on public rights-of-way and certain easements, provided that action does not impair The City's ability to address its public functions and the permit holder agrees to remove the fence upon request.

17.52.070 PATHWAY FENCING

A. When residential construction includes a pathway or walkway intended to be constructed adjacent to these pedestrian type features, the Applicant shall install along the full length of the property frontage intersecting or encountering these features, a fence composed of metal, rock or vinyl material with the supporting wood treated posts placed on an adequate concrete footing. Pathway or walkway type fencing shall be installed in such a fashion as to provide better visibility from

adjacent homes or buildings and to assure public safety and avoid a tunneling effect associated with tall fences bordering narrow pathways.

B. See-through pathway fencing shall not exceed five feet in height and solid fencing shall not exceed four feet in height the length of the property frontage intersecting or encountering the pathway, walkway or greenbelt.

17.52.080 FENCES REQUIRED FOR SIGHT-OBSCURING PURPOSES

A. Sight obscuring fences shall be constructed of an aluminum mesh fencing with slats or other solid non-vision-type fencing of such design and material that will retain its attractiveness with nominal maintenance.

B. The following uses are declared to require sight obscuring fences: junkyards, wrecking yards, equipment or vehicle salvage storage yards, auction blocks, lumberyards, sanitary landfills, recycling collection stations and other uses determined to be similar in nature to the aforementioned as determined by the community and economic development director or designee.

17.52.090 FENCE ADVERTISING OR SIGNAGE

A. Except as noted in item “B.”, no signage may be installed on fencing except for advisory purposes (such as “no trespassing”) consistent with the sign code provisions in this Development Code. No such sign shall exceed two square feet and no such sign shall be located closer than 20 feet from any other sign posted on the same fence.

B. Signs may be placed on the interior side of fences delineating athletic fields, such as the outfield fence at a baseball park.

17.52.100 SWIMMING POOL FENCING

All swimming pools shall be enclosed by a locking fence of at least six (6) feet in height. An existing structure or structures may be incorporated into the fence design.

17.54 LANDSCAPING

17.54.010 PURPOSE

A. Landscaping Guidelines. To guide the planting and maintenance of landscaping materials.

B. Appearance. To enhance the appearance of The City, provide areas for outdoor recreation and to:

1. Provide shade and windbreaks where appropriate to conserve energy in building and site design;
2. Buffer and screen conflicting land uses;
3. Provide for the landscaping of parking areas to facilitate vehicular movement and break up large areas of impervious surface.
4. Promote public safety through appropriate design principles.

C. Erosion Control. To prevent or reduce erosion potential on steep terrain by providing appropriate landscape materials.

17.54.020 SCOPE

A. Landscaping Required. All construction, expansion, or redevelopment of structures or parking lots for commercial, multi-family, or industrial uses shall be subject to the landscaping requirements of this Section. No building permit shall be issued for new construction or for additions to existing buildings without compliance with this Section.

B. Plan Submittal. With the exception of land divisions, landscaping plans shall be submitted for all Type II and Type III land use applications.

17.54.030 MINIMUM AREA REQUIREMENTS

Landscaped areas may include landscaping around buildings; in open spaces and outdoor recreation areas; in islands and perimeter planting areas in parking and loading areas; and in areas devoted to buffering and screening as required in this Section and elsewhere in this Code. The following area requirements shall be the minimum areas devoted to landscaping:

A. Multi-Family Developments. A minimum of 25% of the gross land area shall be devoted to landscaping in multi-family developments. Interior courtyards, atriums, solar greenhouses and roof gardens may be included with general landscaped areas in the calculation of this percentage.

B. Mixed Used Developments. A minimum of 15% of the gross land area shall be devoted to landscaping in mixed use combining commercial and residential development. Otherwise, single uses in the MUE zone are subject to the landscaping requirements for that type of use.

C. Commercial Developments. Except for land in the C-1 zone, a minimum of 10% of the gross land area shall be devoted to landscaping in commercial developments.

D. Industrial Developments. A minimum of 10% of the gross land area shall be devoted to landscaping in industrial developments.

E. Expansions. For expansions of existing developments and parking lots, the minimum new landscaped area shall be determined by: first calculating the percentage of the increase of total floor area or parking area; multiplying the gross site area by this percentage of increase; multiplying the resulting area by the minimum percentage for the type of development, as noted above.

17.54.040 GENERAL PROVISIONS

A. Landscaped Area. For purposes of satisfying the minimum requirements of this Code, a "landscaped area" must be planted in lawn, ground cover plants, shrubs, annuals, perennials or trees, or desirable native vegetation, or be used for other landscape elements as defined in this Code.

B. Submittal Requirements. A submitted landscaping plan shall include the following:

1. Type, variety, scale and number of plants used;
2. Placement and spacing of plants;
3. Size and location of landscaped areas;
4. Contouring, shaping and preparation of landscaped areas;
5. Use and placement of non-plant elements within the landscaping.
6. Method of irrigation.
7. Significant Trees.

a. The existing significant trees identified by their common names, along with the size of such significant trees. Existing significant trees shall include any trees which were removed within the one-year period prior to the date the application was first submitted.
b. Which significant trees are proposed to be removed or have been removed within the past year.
c. Which significant trees are to be left standing and what steps will be taken to protect and preserve those trees.
d. Location, size and type of replacement trees proposed to be added, if any.
e. As used herein, "significant trees" are trees having a height of more than fifty (50) feet and/or having a trunk whose diameter is more than twelve (12) inches at ground level.
f. The above provisions include and apply to all significant trees located on the subject property or on any adjacent public right-of-way

C. Existing Vegetation. The landscape design shall incorporate existing significant trees and vegetation preserved on the site.

17.54.050 PLANTING AND MAINTENANCE

A. Planting Height. No sight-obscuring plantings exceeding 30 inches in height shall be located within any required vision clearance area.

B. Plant Materials. Plant materials shall not cause a hazard. Landscape plant materials over walks, pedestrian paths and seating areas shall be pruned to a minimum height of eight feet. Landscape plant materials over vehicular traffic areas shall be pruned to a minimum height of 15 feet.

C. Utility Interference. Landscape plant materials shall be selected which do not generally interfere with utilities above or below ground.

D. Installation. Landscape plant materials shall be properly guyed and staked to current industry standards as necessary. Stakes and guy wires shall not interfere with vehicular or pedestrian traffic.

E. Suitability. Plant materials shall be suited to the conditions under which they will be growing. As an example, plants to be grown in exposed, windy areas that will not be

irrigated should be sufficiently hardy to thrive under these conditions. Plants should have vigorous root systems, and be sound, healthy, free from defects, diseases, and infections.

F. Deciduous Trees. Deciduous trees should be fully branched, have a minimum caliper of 1 1/4 inches, and a minimum height of 8-feet at the time of planting.

G. Evergreen Trees. Evergreen trees shall be a minimum of 6 feet in height, fully branched at time of planting.

H. Shrubbery. Shrubs shall be supplied in a minimum 1-gallon containers or 8-inch burlap balls with a minimum spread of 12 to 15 inches.

I. Ground Cover. Ground cover plants shall be spaced in accordance with current nursery industry standards to achieve covering of the planting area. Rows of plants are to be staggered for a more effective covering. Ground cover shall be supplied in a minimum 4-inch size container or a 2 ¼-inch container or equivalent if planted 18 inches on center.

J. Irrigation. All developments are required to provide appropriate methods of irrigation for the landscaping. Sites with over 1,000 square feet of landscaped area shall be irrigated with automatic sprinkler systems to insure the continued health and attractiveness of the plant materials. Sprinkler heads shall not cause any hazard to the public. Irrigation shall not be required in wooded areas, wetlands, floodplains, or along natural drainage channels or stream banks.

K. Re-planting. Trees or shrubbery which die-off shall be replaced with a new plant of the same or similar type. Replacement is ultimately the responsibility of the property owner.

L. Maintenance. Landscaping shall be continually maintained. Appropriate methods of care and maintenance of landscaped plant material shall be provided by the owner of the property.

M. Plant Protection. Landscape plant material shall be protected from damage due to heavy foot traffic or vehicular traffic by protective tree grates, pavers or other suitable methods.

17.56 YARD AND LOT STANDARDS

17.56.010 NEW BUILDINGS SHALL BE ON A LOT

Every building erected shall be located on a lot as herein defined.

17.56.020 YARDS APPLY ONLY TO ONE BUILDING

No required yard or other open space or required driveway provided around or for any building or structure for the purpose of complying with the provisions of this Development Code shall be considered as providing a yard or open space for any other building. No yard or other required space on an adjoining lot shall be considered as providing a yard or open space on the lot whereon the building is to be erected.

17.56.030 FRONT YARD PROJECTIONS

The following features, when not more than one story high, may project into the front yard setback area, provided the projection shall come no closer than 10 feet from the property line: planter boxes, chimneys and flues, steps, cornices, eaves, gutters, belt courses, leaders, sills, pilasters, lintels, and other ornamental features, uncovered porches, covered but unenclosed porches.

17.56.040 SIDE YARD PROJECTIONS

A. Cornices, eaves, gutters and fire escapes may project into a required side yard not more than one-third of the width of the required side yard.

B. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features may project not more than 1.5 feet into a required side yard, provided the chimneys and flues shall not exceed 6 feet in width.

C. Uncovered decks and patios attached to the main building, and no more than 3-feet in height when measured directly beneath the outside edge of the deck or patio, may be extended to the side yard property line. This provision shall exclude street side yards.

17.56.050 REAR YARD PROJECTIONS

A. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, gutters and other ornamental features, may project not more than 1.5 feet into a required rear yard, provided the chimneys and flues shall not exceed 6 feet in width.

B. A fire escape, balcony, outside stairway, cornice or other unenclosed, unroofed projections may project not more than 5 feet into a required rear yard.

C. The following features, when not more than one story high, may project into the rear yard setback area: planter boxes, chimneys and flues, steps, cornices, eaves, gutters, belt courses, leaders, sills, pilasters, lintels, and other ornamental features, uncovered porches, covered but unenclosed porches.

D. No permitted projection into a required rear yard shall extend within 10-feet of the center line of an alley or within 5-feet of a rear lot line if no alley exists.

17.56.060 VISION CLEARANCE

A clear vision area shall be maintained where streets and private points of access intersect. The clear vision area shall conform to the following:

A. Measurement. A clear vision area at an intersection shall be the triangular area established according to the following procedure:

1. A line extending a certain number of feet from the intersection along a public street right-of-way;
2. A line extending a certain number of feet from the intersection along the intersecting access;
3. A third line that creates the triangular clear vision area by connecting the ends of the lines described in 1. and 2., above.

B. Street-Driveway. The clear vision area for a street-driveway intersection shall be 10 feet along the driveway from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the driveway.

C. Street-Alley. The clear vision area for street-alley intersections shall be 10 feet along the alley from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the alley.

D. Street-Private Access Easement. The clear vision area for street-access easement intersections shall be 10 feet along the access easement from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the access easement.

E. Corner Lots (Street-Street Intersection). The clear visions area for corner lots shall be 20 feet along the right-of-way of each intersecting street.

F. Prohibited Development. A clear vision area shall contain no planting, fence, wall, structure, or temporary or permanent obstruction exceeding 36 inches in height, measured from the top of the curb or, where no curb exist, from the established street centerline grade, except that the following may be allowed in the clear vision area:

1. Trees, provided all branches and foliage are removed to a height of eight feet above grade;
2. Telephone, power, and cable television poles; and
3. Telephone switch boxes provided they are less than ten inches wide at the widest dimension.

G. Exemption. Clear visions areas shall not be required at intersections containing traffic signals.

17.58 LAND DIVISIONS

17.58.010 PURPOSE

The purpose of this Chapter is to provide for the orderly, safe and efficient division of land within The City.

17.58.020 SCOPE

The provisions of this Chapter shall apply to all partitions and subdivisions within The City of Sweet Home. The following shall determine the appropriate process and design standards:

A. Partition. A land division creating two or three parcels within a calendar year shall be processed as a Partition and subject to the design and improvement standards for a Partition.

B. Subdivision. A land division creating four or more lots within a calendar year shall be processed as a Subdivision and subject to the design and improvement standards for a Subdivision.

C. Serial Partition. If a Partition results in the creation of a large parcel that can be subsequently divided so that there is the potential to create more than three parcels from the original, the request shall be processed as a Subdivision and subject to the design and improvement standards for a Subdivision.

17.58.030 STANDARDS FOR LOTS OR PARCELS

The following standards shall apply to all partitions and subdivisions.

A. Minimum Lot Area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. Access easements, or the access strip to a flag lot, shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Development Code.

B. Lot Width and Depth. The depth of a lot or parcel shall not be more than three times the width. Lots or parcels created for commercial, industrial or public uses shall be exempt from width to depth ratio provisions.

C. Access. All new lots or parcels shall access a public street. Except that, residential lots or parcels may be accessed by a private access easement developed in accordance with the provisions of Chapter 17.42 when it is determined that a public street access is:

1. Infeasible due to parcel shape, terrain, or location of existing structures;
2. Unnecessary to provide for the future development of adjoining property.
3. No more than 10% of the lots within a subdivision may be accessed by a private street or private access easement.

D. Flag Lots. Flag lots shall be subject to the following development standards:

1. The access strip shall be a minimum of 20 feet in width. The improved surface shall be a minimum of 14 feet in width.
2. The access strip shall not be included in the lot area calculation.
3. If the length of the access strip exceeds 150 feet, the parcel or lot shall include a turn-around area per applicable fire district requirements.

E. Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from traffic arteries, adjacent non-residential activities, or to overcome specific disadvantages of topography. Screening or buffering, pursuant to the provision of Chapter 17.54, may be required during the review of the land division request.

F. Lot Side Lines. The side lines of lots, as far as practicable, shall run at right angles to the public street, private street or private access easement upon which the lot or parcel faces.

G. Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Easement width shall conform to adopted Engineering Standards.

17.58.040 ADDITIONAL STANDARDS FOR SUBDIVISIONS

A. General. The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic - including pedestrian and bicyclist - and recognition of limitations and opportunities of topography.

B. Sizes. Blocks shall not exceed 1,000 feet in between street lines with a preferred length of 500 feet. Exceptions are permitted for blocks adjacent to arterial streets, or, if the previous development pattern or topographical conditions justify a greater length. The recommended minimum distance between collector street intersections with arterial streets is 1,800 feet.

C. Traffic Circulation. The subdivision shall be laid out to provide safe, convenient, and direct vehicle, bicycle and pedestrian access to nearby residential areas; neighborhood activity centers (e.g., schools and parks); shopping areas; and employment centers; and provide safe, convenient and direct traffic circulation. At a minimum, "nearby" means the distance from the subdivision boundary – 1/4 mile for pedestrians, and one mile for bicyclists.

D. Connectivity. To achieve the objective in "C. Traffic Circulation" above, The City may require the following:

1. Stub-end Streets: Where the potential exists for additional residential development on adjacent property. The City may require reserve strips and streets plugs to preserve the objectives of street extensions.
2. Accessways: Public accessways to provide a safe, efficient and direct connection to cul-de-sac streets, to pass through oddly shaped or blocks longer than 600-feet, to provide for networks of public paths creating access to nearby residential areas, neighborhood activity centers (e.g., schools and parks); shopping areas; and employment centers.

E. Collector and Arterial Connections. Accessway, bikeway, or sidewalk connections with adjoining arterial and collector streets shall be provided if any portion of the site's arterial or collector street frontage is over 600 feet from either a subdivision access street or other accessway. The placement of an accessway may be modified or eliminated if natural features (e.g., adverse topography, streams, wetlands) preclude such a connection.

F. Design Standards. Pedestrian/bicycle accessways shall meet the following design standards:

1. Minimum dedicated width: 10 feet
2. Minimum improved width: 8 feet
3. The accessway shall be designed to prohibit vehicle traffic.

17.58.050 IMPROVEMENT REQUIREMENTS - PARTITION

During the review of partition proposals, The City shall require, as a condition of approval, the following improvements:

A. Private Access. Where included, private driveways serving flag lots, or private easements shall be surfaced per the requirements of this Development Code.

B. Street Frontage Improvements. The following improvements shall be required:

1. Consistent with the adopted transportations plans, sufficient land shall be dedicated to establish the appropriate right-of-way width.
2. If the street frontage of the subject property is less than or equal to 250 feet and does not connect to existing improvements, the applicant shall sign a non-remonstrance agreement with The City of Sweet Home. This agreement shall stipulate that the applicant, or future property owner, will agree to participate in right-of-way improvements. The agreement may include provisions for the following: street paving, curbing, sidewalks, water lines, storm sewer facilities and sanitary sewer facilities. The agreement shall be recorded at the County Clerk's Office at the time of the recording of the final plat.
3. If the street frontage of the subject property exceeds 250 feet, or extends an existing dedicated right-of-way, the applicant shall improve the following:
    a. Public streets upon which the property fronts to public standards, including: surfacing from center line to curb, installation of curbing, storm sewers, sanitary sewers, water lines and other necessary public utilities per approved master plans. Where a master plan has not been adopted, the developer shall enter into a non-remonstrance agreement consistent with item (B)(2), above.
    b. Sidewalks, meeting City standards, along public street frontage. Sidewalk construction may be deferred until such time a building permit is issued.
    c. The installation of storm sewers, sanitary sewers, water lines and other utilities necessary to serve parcels accessing off of the new street.

C. Public Facilities. Sewer, Water, and Storm Drainage facilities may be required on and adjacent to the project. The developer shall submit engineering plans or facility improvement plans to The City for review. The plans shall address the required

improvements contained in this Article, and any conditions of approval, and shall conform with City Engineering Design Standards. The plans shall be reviewed and approved prior to the recording of the final partition plat.

D. Completion Requirements. All required improvements shall be completed prior to the issuance of any building permits for the subject property. Alternatively, improvements required under this Section may be assured through a performance bond or other instrument acceptable to The City prior to the approval of the final plat of the partition.

17.58.060 IMPROVEMENT REQUIREMENTS - SUBDIVISION

A. Improvements. The following improvements shall be required for all subdivisions:

1. Frontage Improvements. Half-street improvements designed to The City's Engineering Standards shall be required for all public streets on which a proposed subdivision fronts. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as The City shall determine to be reasonably necessary to serve the development or the immediate neighborhood.
2. Project Streets. Streets within the subdivision shall be constructed as required by City Engineering Standards.
3. Monuments. Monuments shall be established as required by the Engineering Design Standards.
4. Surface Drainage and Stormwater System. Drainage facilities shall be provided within the subdivision and to connect the subdivision drainage to drainageways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall be constructed in accordance with the Engineering Design Standards. In the circumstance where existing stormwater lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.
5. Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided conforming to Engineering Design Standards. The City may require that the developer construct sewage lines of a size in excess of that necessary to adequately service the development in question, where such facilities are or will be necessary to serve the entire area within which

the development is located when the area is ultimately developed. The City may also require that the construction take place as an assessment project with such arrangement with the developer as is desirable to assure his share of the construction. In the circumstance where existing sanitary sewer lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.

6. Water System. Water lines with valves and fire hydrants serving the subdivision and connecting the subdivision to The City mains shall be installed in conformance with the Engineering Design Standards. The design shall take into account provisions for extension beyond the subdivision to adequately grid The City system and to serve the area within which the development is located when the area is fully developed. However, The City will not expect the developer to pay for the extra cost of mains exceeding eight inches in size. In the circumstance where existing water lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.
7. Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision. Sidewalks shall be constructed at time of development of the subdivision.
8. Street Lights. The installation of street lights is required at locations, and of a type required by City standards.
9. Street Signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by The City and shall be of a type required by City standards.
10. Other Requirements:
    a. Curb cuts and driveway installations are not required of the developer at the time of development, but if installed, shall be according to The City standards.
    b. Street tree planting is not required of the developer, but, if planted, shall be according to City requirements and of a species compatible with the width of the planting strip and underground facilities. At least one tree will be located in the planting strip. An additional tree shall be planted either in the planting strip or yard adjacent to the street or streets. Trees must be planted and viable prior to occupancy.

B. Completion of Improvements. All improvements required under this Chapter shall be completed to City standards, or assured through a performance bond or other

instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision. In no case shall the bond exceed 5% of the remaining project improvements as determined by the City Engineer.

17.58.070 IMPROVEMENT PROCEDURES

In addition to Engineering Design Standards, improvements installed by a developer for any land division, either as a requirement of these regulations or the developer's option, shall conform to the requirements of this Development Code, the improvement standards and specifications adopted by The City, and shall be installed in accordance with the following procedures:

A. City Approval Required. Improvement work shall not commence until plans are approved by The City. All plans shall be prepared in accordance with requirements of The City.

B. Notification. Improvement work shall not commence until The City has been notified in advance; and, if work has been discontinued for any reason, it shall not be resumed until The City has been notified.

C. Inspections. Improvements shall be constructed under the inspection and to the satisfaction of the Public Works Director or designee. The City may require changes in typical street sections and improvements if unusual conditions arise during construction to warrant such changes.

D. Installation of Utilities. All underground utilities, sanitary sewers, and storm drains installed by the developer shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed to a length eliminating the necessity for disturbing the street improvements when service connections are made.

E. As-Built Drawings. A map or plan showing all public improvements as built shall be filed with the Department of Public Works upon completion of the improvements.

17.60 PLANNED DEVELOPMENT (PD)

17.60.010 PURPOSE

The purpose of Planned Development regulations is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Developments are intended to allow substantial flexibility in planning and designing a proposal. This flexibility often is in the form of relief from compliance with conventional zoning ordinance site and design requirements. This flexibility must result in a development that is better planned, contains more amenities, and ultimately more desirable to live in than one produced in accordance with typical subdivision controls.

While greater density or more lenient siting requirements may be granted, the Planned Development should contain features not normally required of traditional developments. This requires greater scrutiny on the part of The City to assess a proposal. To realize these objectives and enable thorough analysis of a Planned Development, more information is demanded about the proposal than would be required if development were being pursued under conventional subdivision requirements.

17.60.020 OBJECTIVES

Through proper planning and design, each Planned Development should include features which further, and are in compliance with, the following objectives:

A. To design developments that are architecturally and environmentally innovative, and that achieves better utilization of land than is possible through strict application of standard zoning and subdivision controls.

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B. To encourage land development that, to the greatest extent possible, preserves natural vegetation, respects natural topographic and geologic conditions, and refrains from adversely affecting flooding, soil, drainage, and other natural conditions.

C. To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

D. To provide for abundant, accessible, and properly located open and recreation space.

E. To ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction.

F. To enable land developments to be completely compatible and congruous with adjacent and nearby land developments.

17.60.030 OWNERSHIP

The site of the Planned Development must be under single ownership and/or unified control.

17.60.040 USES PERMITTED – RESIDENTIAL ZONES

Planned Developments within the R-1, R-2 and R-3 zones shall be limited to the following uses:

A. Residential Uses.

B. Recreational facilities including, but not limited to, tennis courts, swimming pools, and playgrounds.

C. Open space.

D. Schools, libraries, community halls, and churches.

E. Offices, buildings, and facilities required for the operation, administration, and maintenance of any Planned Development and for recreation purposes, such as golf courses, recreation rooms, and vehicle storage areas.

F. Commercial uses identified as permitted uses in the C-1 Zone provided:

1. Commercial establishments shall be designed to be an integral part of the general plan of development for the Planned Development and provide facilities related to the needs of the prospective residents.
2. Commercial establishments and their parking areas shall not occupy more than one-half (1/2) acre per fifty (50) dwelling units.
3. Commercial establishments will be located, designed, and operated to

efficiently serve frequent trade and to serve the needs of persons residing in the Planned Developments.

4. Commercial establishments will not, by reason of their location, construction, or operation, have adverse effects on residential uses within or adjoining the district, or create traffic congestion or hazards to vehicular or pedestrian traffic.

17.60.050 USES PERMITTED – OTHER ZONES

Planned Developments located within the zones not identified in Chapter 17.60.040 shall be limited to any uses identified within the respective zone.

17.60.060 DEVELOPMENT REQUIREMENTS

Planned Developments shall comply with the following requirements:

A. Relationship to Standards of the Underlying Zoning District. In cases of conflict between standards of the underlying zone and the Planned Development provisions, the Planned Development provisions shall apply.

B. Minimum Site Area. If the Planned Development will result in common open space being privately maintained, the Planned Development shall contain sufficient area to provide a minimum of fifty (50) residential units based on the density requirements of this Section.

C. Site Adaptation: To the maximum extent possible, the plan and design of the development shall assure that natural or unique features of the land and environment is preserved.

D. Residential Density: Permitted dwelling density of development in all Planned Developments shall be determined in accordance with the following procedures:

1. Determine total gross site area (G.S.A.)
2. Multiply the G.S.A. by .85 to determine the Net Site Area (N.S.A.).
3. Deduct from the N.S.A. any proposed commercial areas or nonresidential uses to determine Net Developable Site Area (N.D.S.A). Open space areas and hillside areas which will be in open space areas are not required to be deducted.
4. Determine maximum density of development in accordance with the

applicable method below:

a. R-1 Zone: Multiply NDSA by 6 units per acre.
b. R-2 Zone: Multiply NDSA by 10 units per acre.
c. R-3 Zone: Multiply NDSA by 16 units per acre.

Note: each duplex counts as one unit.

E. Lot Area. Except as otherwise required by these provisions, the minimum lot area, width, frontage, and yard requirements otherwise applying to individual buildings in the zone in which a Planned Development is proposed do not apply within a Planned Development.

F. Lot Arrangement: All residential buildings shall be located adjacent to an open space area, recreational area or recreational facility. If direct access to these areas is not provided for each residential building, then a walkway or sidewalk accessing such facilities shall be located no more than 200-feet from any residential building.

G. Housing Types. With the exception of manufactured homes, there are no restrictions as to housing types, provided, multiple family units shall be limited to no more than 10% of the total housing units in the R-1 zone, 30% of the units in the R-2 zone; and, 30% of the units in the R-3 zone.

H. Structure Setback Provisions: Yard setbacks for lots on the perimeter of the project shall be a minimum of 20-feet. Detached structures on individual lots shall maintain a minimum front, side or rear yard setback of five feet. A minimum yard setback of 20-feet shall be required for any garage structure whose opening faces onto a public street. Otherwise, the minimum setbacks of the underlying zone do not apply.

I. Common Open Space: At least 20% of the gross acreage shall be devoted to open space, outdoor recreational areas or recreational facilities. At least one-half of the designated open space shall contain slopes less than 10%. Open space may include pedestrian access routes, bicycle trails, natural or landscaped buffer areas, recreational facilities and buildings and similar areas reserved for common use. Streets and on-street parking spaces shall not be considered open space.

If buildings, structures, or other improvements are to be made in the common open space, the developer shall provide a bond or other adequate assurance that the buildings, structures, and improvements will be completed. The City shall release the bond or other assurances when the buildings, structures, and other

improvements have been completed according to the development plan.

J. Circulation:

1. Roads and pedestrian and bikeway paths shall be an integrated system designed to provide efficient and safe circulation to all users. Pedestrian/bikeway paths shall be integrated into the open space areas.
2. Pedestrian/bikeways shall be clearly signed and have adequate crossing facilities where warranted.

K. Off-Street Parking. Off-street parking requirements shall be as specified in Chapter 17.44 of this Development Code. Parking may be provided on each lot or in clustered parking areas. Additional off-street parking for guests and recreational vehicles may be required if warranted by reduced lot sizes and/or traffic volumes.

L. Utilities. In addition to other requirements set forth herein, the following shall apply:

1. All sewer and water provisions shall be approved by The City before construction of such improvements.
2. All utility services shall be placed underground.
3. Provisions shall be made for fire prevention, including service water lines, fire hydrant location, and emergency access for fire-fighting equipment.
4. Provision shall be made for control of site storm water drainage.

M. Homeowners Association - A non-profit incorporated homeowners' association, or an alternative acceptable to The City, shall be required for improving, operating, and maintaining common facilities, including open space, drives, service and parking areas, and recreation areas. The following shall be observed in the formation of a homeowner's association:

1. A homeowner's association shall be set up before approval of the final plat, or any portion thereof.
2. Membership shall be mandatory for each homeowner and any successive buyer.
3. The open space restrictions shall be in perpetuity.
4. The homeowner's association shall be responsible for liability insurance, applicable taxes, and the maintenance of recreational and other facilities.
5. Homeowners shall pay their pro-rated share of the cost or the assessment levied by the association shall become a lien on the property.

6. The association shall be able to adjust the assessment to meet changes needed.
7. No change in open space use or dissolution of homeowner's association shall occur without a public hearing before the Planning Commission and approval by the City Council.

17.60.070 CONDITIONS OF APPROVAL

The Planning Commission may impose reasonable conditions upon its approval. Such conditions may include conditions necessary to ensure that public services and facilities are available to serve the proposed development; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to ensure compliance with the design standards contained within this Section; and, to ensure the Planned Development will be developed as approved by The City.

17.60.080 MODIFICATION OF AN APPROVED PLANNED DEVELOPMENT

A new public hearing shall be required if any one of the following changes is proposed to an approved planned development site plan:

A. An increase or decrease in the number of dwelling units, not including conversion of an existing or planned single-family detached residence into a duplex.

B. A decrease in the open space or recreational space.

17.62 COTTAGE CLUSTER DEVELOPMENTS

17.62.010 PURPOSE

This Section establishes standards for cottage cluster development as an alternative development type that provides usable common open space in residential development; allows for a variety of housing types both detached as well as attached; promotes interaction and safety through design; ensures compatibility with surrounding neighborhoods; and provides opportunities for creative infill development. It is intended to be a flexible development alternative similar to the planned development alternative whereby many of the standards of the underlying zone do not apply in consideration for the provision of open space and other unique design features. Successful cottage cluster development projects include the following design principles:

A. Shared Open Space and Active Commons. The shared common space binds the cottage development together and gives it vitality. Residents surrounding this space share in its management, care and oversight, thereby enhancing a sense of security and identity.

B. Common Buildings. An advantage of living in a cottage development is being able to have shared buildings such as a tool shed, outdoor barbeque, picnic shelter, or a multipurpose room.

C. Adequate Parking. Parking areas should be screened from adjacent parcels and adjoining public streets. Locating parking areas away from the homes can allow more flexible use of a site, limit the dominance of garages and driveways, decrease the amount of hard surface, and allow more light into homes.

D. Front Porches. The front porch is a key element in fostering neighborly connections. Its placement, size, and relation to the interior and the public space are important to creating strong community connections.

E. Smaller, High-Quality, Well-Designed Dwellings. Smaller, high-quality houses, together with the common open area and cottage development elements, help ensure the intensity of development is compatible with the surrounding neighborhood.

17.62.020 PERMITTED COTTAGE CLUSTER BUILDING TYPES

A. Cottage cluster development cottages.

B. Two-unit structures.

C. Community Building with common areas but excluding commercial uses.

D. Accessory Structures.

E. Shared accessory structures, including parking and storage buildings, but excluded from the common area.

17.62.030 SITE REQUIREMENTS

A. Ownership. Ownership may be a common lot, fee simple lots with a homeowner's association holding common areas, or condominium ownership of the whole development. Any development meeting the definition of a "Planned Development" or "Condominium" per state statute shall comply with all applicable provisions of state law. If condominium ownership, common areas shall be designated as 'general common elements and private yard spaces shall be designated as 'limited common elements for purposes of ORS Chapter 100 Condominium Law.

B. Development Standards

1. The parent parcel shall be at least 30,000 square feet. The parent parcel may be divided into individual cottage lots and shared common areas consistent with The City's regulations.
2. Cottage lots. There is no minimum lot size for the individual cottage lots.
3. Density. The planned development standards shall apply.
4. There is no minimum lot width or depth for the individual cottage lots.
5. There is no maximum lot coverage for the individual cottage lots.
6. The maximum structure height is 25-feet.
7. Minimum setbacks are as follows:

Front	15-feet
Side	5-feet
Rear	10-feet

Street-side	10-feet
Garage Entrance	20-feet

8. Interior units on a common lot or separate lots shall be spaced at least 10 feet apart. If individual lots are created, the applicant may create an attached lot line configuration between units to maximize usable private area and provide privacy.

C. Lot/Cottage Arrangement

1. Cottage cluster developments shall contain a minimum of four cottages and no more than allowed in the underlying zone by density.
2. Cottages shall be arranged around a common open space, and each cottage shall have frontage on the common open space.
3. Units along the public right-of-way shall have their primary entrance facing the public right-of-way.
4. A community building may be provided adjacent to or at the edge of the central common area as part of the cottage development.

D. Private and Common Space.

1. Common Space.
   a. Common space is a defining characteristic of a cottage housing development. A minimum of 400 square feet of common open space per unit shall be provided.
   b. The common space shall include a sidewalk or walk connecting to each cottage front entrance facing the common area.
2. Private Space. A minimum of 250 square feet of usable private open space shall be provided adjacent to each unit.

E. Frontage, Access, Parking, and Vehicular Circulation.

1. The parent parcel shall have frontage on a public street.
2. If individual lots are created within the development, each lot shall abut a common area, but is not required to have public street frontage.
3. Access to individual dwelling units will be provided meeting city and fire district standards.
4. A minimum of two off street parking spaces per unit shall be provided.

5. Parking and/or garage structures shall be located behind or to the side of the residential area and open space.
6. Parking areas, shared parking structures, and garages shall be screened from public streets by landscaping or architectural screening.
7. If the property has frontage on a public alley, access and parking may be provided from the alley.
8. If individual lots are created, parking and access shall be provided in a common area with access easement.

F. Screening and Landscaping. To ensure that cottage developments do not create adverse visual impacts for residents of both the cottage development and adjacent properties the following requirements shall be adhered to:

1. Where feasible, cottage developments shall be designed to retain existing significant trees (at least twelve inches in diameter) that do not pose a safety hazard.
2. Landscaping located in common open spaces shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs.
3. Boundaries between cottage developments and neighboring properties shall be screened with landscaping and fencing as identified in G.2., below, in order to reduce the appearance of bulk or intrusion onto adjacent properties or may be otherwise treated through increased building setbacks or architectural techniques to meet the intent of this section. Additional screening and buffering may be required to help mitigate any compatibility issues between the cottage cluster development and adjacent properties.

G. Fences.

1. No fence taller than 3 feet in height shall be located between the front wall of a cottage or community building and the common open space.
2. A sight-obscuring fence at least 6-feet high shall be placed along the property line adjacent to any residential single-family use.

H. Utilities.

1. Streets. Street improvements shall be required for all cottage cluster developments. Street improvements shall include street widening, curb, gutters, and sidewalks. All street improvements shall comply with the

current Design Standards and Construction Standards of The City of Sweet Home Department of Public Works.

2. Water. An individual water meter servicing each dwelling unit will be required unless there is an ownership association or the property is under a single ownership in which case a single water meter servicing an individual building of multiple units is allowed. All water system improvements shall comply with City of Sweet Home Public Works Department requirements.
3. Sewer. Service laterals may be extended from a sewer main in the public right-of-way. Sewer mains may be extended in the driving and circulation areas in a public utility easement, with service laterals to individual units. Private sewer laterals may be extended across common areas, but shall not cross individual building lots. All sanitary sewer design and construction shall comply with City of Sweet Home wastewater requirements.
4. Gas/Electric/Phone/Cable/Utility Pedestals. These utility services may be extended from the public right-of-way across common areas to individual lots, or extended in a utility easement to individual lots.
5. Trash Storage. Any areas where communal trash and recycling are stored shall be screened by a sight-obscuring fence and/or vegetation. In addition, a trash and recycling plan will be required.
6. Mailboxes. Mailboxes are subject to post office requirements.
7. Storm water. The development of the property shall comply with all city regulations regarding storm water drainage including on-site detention and water quality requirements. All storm water system improvements shall comply with the current City of Sweet Home design and construction standards.

I. Addressing. All units within the cottage cluster development shall be addressed consistent with City standards.

17.62.040 BUILDING REQUIREMENTS

A. Cottages.

1. Building footprint. Cottages shall have a maximum building footprint of 1,000 square feet. An attached garage is not included in this maximum, but shall not exceed 300 square feet per unit.
2. Porches. Attached, covered porches are required and shall have minimum depth of 6 feet and shall be a significant feature of the structure.

3. Other design requirements. Cottages shall contain a variety of designs that include articulation of facades; changes in materials, texture, color, and window treatments; and other architectural features so all units do not appear identical. Cottage development structures shall provide for substantial exterior architectural elements that are consistent with traditional northwest cottage design and small home craftsmanship design elements. Roofs of cottage developments shall have eaves to efficiently shed rain and provide protection for exterior walls.
4. Height. Cottages shall comply with the height limitation of 25 feet and are limited to a maximum of single story plus a loft.
5. Street facing facades. The street facing facades of cottages in a cottage development shall avoid blank walls that appear to "turn their backs" to the street. This shall be avoided by providing design features such as windows, change in building material, entryway, porches or similar features.

B. Two-Unit Structures

1. Attached two-unit structures are allowed and must be similar in appearance to detached cottages.
2. Attached two-unit structures shall have one primary shared entry facing the common open space.

C. Community Buildings.

1. A community building shall be of similar scale, design, and height as the cottages.
2. Commercial uses are prohibited in the community building.

D. Accessory Structures.

1. Accessory structures such as garages, carports, storage or tool sheds shall not exceed 300 square feet per unit, or 600 square feet per accessory structure that is shared by two or more dwelling units.
2. The design of accessory structures must be similar or compatible with that of the cottages in the development.

E. Existing Dwellings on the Site. Existing dwellings may be incorporated into the development as a residence or community building, and may be nonconforming to standards. Noncompliance may not be increased.

F. Renovation and Expansion.

1. Renovations shall be in keeping with the size and architectural character of the new development.
2. A covenant restricting any increases in unit size after initial construction beyond the maximum allowed by this Section shall be recorded against the property.

17.62.050 PROCESS

Cottage cluster development applications shall be processed per the planned development requirements in Chapter 17.110.

17.64 MANUFACTURED DWELLING PARKS

17.64.010 SCOPE

Oregon Revised Statutes (ORS), Chapter 446 and Oregon Administrative Rules (OAR), Chapter 918, and Chapter 10 of the Oregon Manufactured Dwelling and Park Specialty Code (OMDS) specify the standards and regulations for Manufactured Dwelling Parks in the State of Oregon.

A. Permitted Housing. There are no restrictions provided no manufactured dwelling shall be more than 10 years in age at time of placement.

B. Minimum Site Area. The minimum area for a park shall be one acre.

C. Density. Maximum density of the park shall not exceed 8 units per net acre.

D. Access. Manufactured Dwelling Park access shall occur from a public Collector or Arterial street.

E. Permitted Uses: Manufactured Dwelling Parks may contain manufactured dwellings and accessory structures, community laundry and recreation facilities and other common buildings for use by park residents only, and one residence other than a manufactured dwelling for the use of a caretaker or a manager responsible for maintaining or operating the park.

F. Conditions. Upon granting site plan approval for a manufactured dwelling park, the Planning Commission may require establishment of deed covenants, conditions and restrictions (CC&Rs) or other conditions including but not limited to any of the following where such are deemed necessary for the mitigation of adverse impacts on an adjacent area:

1. Limit the type of units to be installed.
2. Additional landscaping or screening on the park boundary.
3. Increased setbacks from park boundaries.

G. Improvement Standards. Park standards shall conform to The Oregon Manufactured Dwelling and Park Specialty Code within the Park boundary and shall conform to City Standards when abutting public streets. Parks shall also meet all requirements of the Sweet Home Fire District.

H. Streets. Public streets located within the Park and the first 100 feet of private Park streets connecting to a public street shall conform to City standards. Other private streets within the Park shall be no less than 30 feet in paved width in accordance with Oregon Manufactured Dwelling and Park Specialty Code (2002) Table 10-C.

J. Perimeter Setbacks. Distance of a manufactured dwelling or accessory structure from an exterior park boundary shall be 20 feet.

K. Unit Separation. Manufactured dwellings must be separated from other dwellings by a minimum of 10 feet.

L. Caretaker or On-Site Manager Required. Manufactured Home Parks of 10 units or more must include a caretaker unit or on-site manager.

M. Parking. Parks must include a carport or garage for each unit, or a covered parking space for each unit.

N. Storage Facilities Required. Parks must include a storage shed for each unit.

O. Landscaping. All common areas within a Manufactured Dwelling Park shall be landscaped and maintained by the Park owner in conformance with an approved landscape and irrigation plan submitted as part of the application. Landscaping shall include street trees within a public right-of-way in accordance with adopted street tree regulations of The City.

P. Perimeter Property Screening. The entire perimeter of the manufactured dwelling park shall be screened except for driveways and Clear Vision Areas. The following minimum standards shall apply:

1. One row of evergreen shrubs shall be planted which will grow to form a continuous hedge at least six feet in height and be at least 80 percent opaque, as seen from a perpendicular line of sight, within two years of planting; or
2. A minimum of a six-foot high wood fence or masonry wall shall be constructed, measured as provided in Chapter 17.52, providing a uniform sight obscuring screen; or

3. An earth berm combined with evergreen plantings or wood fence or masonry wall shall be provided which shall form a sight and noise buffer at least six feet in height.
4. The remaining area treated with attractive, living ground cover (i.e., lawn, evergreen shrubs, etc.).

Q. Utilities. All manufactured dwelling parks must provide each lot or space with storm drainage, municipal sanitary sewer, electric, telephone, and municipal water, with easements dedicated where necessary to provide such services. All such utilities shall be located underground. Utilities shall be connected in accordance with state requirements and the manufacturer's specifications.

R. Design and Submission Requirements. The submittal shall include sufficient information to indicate compliance with the requirements in Chapter 17.66.

17.66 MANUFACTURED HOMES ON INDIVIDUAL LOTS

17.66.010 SCOPE

The provisions of this Chapter are applicable to all manufactured homes sited on individual lots in The City of Sweet Home. Manufactured homes sited in approved mobile/manufactured home parks or manufactured home subdivisions are not affected by the provisions of this Chapter.

17.66.020 GENERAL STANDARDS

Manufactured homes are permitted in all residential zones, in accordance with the following general standards, and the design compatibility standards set forth in this Chapter. The minimum lot area, setback, and height standards of the subject zone shall also apply to manufactured homes sited on individual lots.

A. Size. The manufactured home shall be multi-sectional and have at least 1,000 square feet of gross floor area.

B. Performance Standards. The exterior thermal envelope must meet the standards specified by state law for single family dwellings, as defined in ORS 455.010.

C. Removal of Towing Equipment. All towing hitches, wheels, running lights, and other towing related equipment shall be removed within thirty (30) days after installation of the manufactured home.

D. Foundations. The manufactured home shall be placed on an excavated and back filled foundation with no more than 12 inches of inclosing material exposed above grade. Where the building site has a sloped grade, no more than 12 inches of the inclosing material shall be exposed on the uphill side of the home. If the home is placed on a basement, the twelve (12) inch limitation shall not apply. Furthermore, the twelve (12) inch limitation shall not apply if the requirements of the Flood Hazard District mandate that the home be elevated more than twelve (12) inches above grade.

The foundation shall meet building code and Flood Hazard Area (if applicable) standards. The base of the manufactured home shall be enclosed continuously at the perimeter with either concrete, concrete block, brick, stone, or a combination thereof.

E. Utilities. The manufactured home shall be provided with storm drainage, sanitary sewer, electric, telephone, and potable water utility services with easements dedicated where necessary to provide such services. All such utilities shall be located underground unless waived by the City Building Official where underground service would require an exception to local prevalent conditions. Manufactured homes shall not be occupied purposes unless connected to local water, sewer, and electrical systems.

F. Historical Sites. No manufactured home shall be located on property containing a historic landmark, or, on a lot or parcel immediately adjacent to property containing a historic landmark. For the purpose of this Chapter, a historic landmark is property designated by the Sweet Home Comprehensive Plan as containing a significant historical resource.

G. Roofing. The manufactured home must have a composition asphalt, fiberglass, shake, or tile roof with a nominal pitch of three (3) feet in height for each twelve (12) feet in width.

H. Exterior Siding and Finish. The exterior siding of the manufactured home must have the same appearance as materials commonly used on residential dwellings.

I. Garage or Carport. A garage or carport of like material and color of the manufactured home is required. The garage or carport shall be placed on the property prior to occupancy of the manufactured home.

J. Off-Street Parking. Parking and improvements shall be as specified in Chapter 17.44.

17.68 HOME OCCUPATIONS

17.68.010 STANDARDS

Home occupations may be allowed as an accessory use on any property on which there is a residence, subject to the following standards and restrictions:

A. Staffing.

1. If no person is employed other than a member of the family residing on the premises, the home occupation is allowed as a permitted use.
2. If persons other than a member of the family residing on the premises are proposed to be employed, a Conditional Use Permit is required.

B. Character. The character and primary use function of the residence and premises shall not be changed by the use of colors, materials design, construction, lighting, landscaping or lack of landscaping.

C. Noise. A home occupation shall not create noise of a type, duration or intensity that is detectable to normal sensory perception, off the premises of the home occupation.

D. Equipment and Process Restrictions. No home occupation conducted within a single-family detached residence or an accessory structure shall create vibration, glare, fumes, odors, or electrical interference detectable to the normal sensory perception, off the property. In the case of electrical interference, nothing shall be used which creates visual or auditory interference in any radio or television off the premises.

E. Hazards. No equipment, process or material shall be used which will change the fire rating or structure separation, fire wall, or ventilation requirements for the structure in which the home occupation is located. No hazardous materials shall be used or stored on the property on which a home occupation located in quantities not typical of those customarily used in conjunction with activities or primary uses allowed in the zoning district.

F. Signs. Signing shall be as provided in Chapter 17.50.

G. On-Premise Client Contact. Customer and client contact shall be primarily by telephone or mail, and not on the premises of the home occupation, except those home occupations, such as tutoring, counseling or personal services, which cannot be conducted except by personal contact. Services or sales conducted on the premises shall be by appointment only, and shall not be oriented toward, or attract, off-the-street customer or client traffic.

H. Prohibited Businesses. The repair and/or maintenance of automobiles, trucks, recreational vehicles, trailers, motorcycles, farm equipment, boats, lawn mowers and similar equipment shall be prohibited.

I. Vehicles. Only one vehicle associated with the home occupation may be parked on the property or adjacent street.

J. Storage and Use of Yard Areas. Storage of tools, equipment and materials, and display of merchandise and all other activities associated with a home occupation, except as provided above for parking, shall be contained and conducted wholly within covered and enclosed structures and shall not be visible from the exterior of the containing structure(s). Home occupations which involve the care of children by a babysitter, as defined in Chapter 17.04.020, may use yard areas for playground equipment.

K. Day Care. Day care facilities with8 or fewer children shall not be subject to the provisions in this Section.

17.68.020 PROCESS

Home occupations are allowed as an accessory use to any residential use in The City, subject to provisions in this Chapter, with the exception of a home occupation utilizing staff other than family members residing on the property, in which case a Conditional Use Permit is required. The standards of this Section shall govern all home occupations.

17.70 RESIDENTIAL ACCESSORY STRUCTURES

17.70.010 SINGLE FAMILY RESIDENCES

Residential accessory structures for attached or detached single family homes and duplexes, excluding Accessory Dwelling Units as defined in Chapter 17.72, shall be subject to the following regulations.

A. Dimensions and Design Requirements. Residential accessory structures shall be subject to the following requirements:

Structure Size and Finish [1] [2]	**Location on Property**	**Area Coverage for Accessory Structure** [1]	**Maximum Height**
Up to 200 sf	Side or Rear Yard	No Maximum	10 feet[3]
200 to 600 sf	Side or Rear Yard	50% of Yard	20 feet[3]
Over 600 sf	Side or Rear Yard	35% of Yard	Shall not exceed height of primary residence

1. Up to 10,000 square feet of lot area, maximum size is 1,200 square feet; over 10,000 square feet of lot area, the structure may be increased an additional 100 square feet for each 1,000 square feet of lot size.
2. For any accessory structure located on a lot of 10,000 or less, the exterior siding shall have the same appearance as materials commonly used on residential dwellings. Otherwise, there are no restrictions.
3. The greater of 20 feet, or the height of the primary residence.

B. Setbacks. Accessory structures shall comply with the following setbacks:

1. Front and/or Street Side Yard: Comply with requirements of underlying zone.
2. Side Yard: 5-feet plus 1-foot for every foot above 8-feet.
3. Rear Yard: 10-feet plus 1-foot for every foot above 15-feet.

C. Multiple Accessory Structures. There shall be no limit to the number of structures, provided the structures in combination comply with the area coverage

requirements. When there is more than one accessory structure within a yard, all provisions in this Chapter shall apply and shall be based on the total square footage of all accessory structures within the yard.

D. Prohibited Structures. The use of metal shipping containers, railroad box cars, manufactured homes and similar buildings as an accessory structure shall be prohibited.

17.70.020 MULTIPLE FAMILY DEVELOPMENTS

There shall be no limit to the size, number, location or exterior finish of accessory structures for multiple family developments, provided, the accessory structures shall comply with all setback, height restrictions and other dimensional and design requirements for the primary structure(s).

17.72 SPECIAL RESIDENTIAL DWELLINGS

17.72.010 RESIDENTIAL ACCESSORY DWELLING UNITS

Where identified as an allowed use, a maximum of one accessory dwelling is allowed per legal single-family dwelling. The unit may be a detached building, in a portion of a detached accessory building (e.g., above a garage or workshop), or a unit attached or interior to the primary dwelling (e.g., an addition or the conversion of an existing floor); subject to the following standards:

A. A detached accessory dwelling shall not exceed 75% of the primary dwelling's floor area and shall comply with the lot coverage requirements.

B. An attached or interior accessory dwelling shall not exceed 40% of the dwelling's floor area. However, accessory dwellings that result from the conversion of a level or floor (e.g., basement, attic, or second story) of the primary dwelling may occupy the entire level or floor, even if the floor area of the accessory dwelling exceeds 40% of the floor area.

C. A detached accessory dwelling shall have a roof with a minimum pitch of three feet in height for each 12 feet in width.

D. An accessory dwelling shall be placed on a foundation that meets the requirements of all applicable building codes.

E. Parking shall be increased for the primary dwelling if needed so that the primary dwelling is provided two off-street parking spaces.

F. Unless otherwise specified, accessory dwellings shall meet all other development standards (e.g., height, setbacks, lot coverage, etc.) for accessory buildings in the zoning district.

17.72.020 ATTACHED DWELLINGS

Attached dwelling units are single family homes on individual platted lots that are attached to a similar unit on one or two sides. Where permitted as a special use, attached dwelling units shall meet the following use and development standards:

A. Permitted Development. Any number of attached dwellings may be built contiguous with one or both sides of a separate platted lot with one dwelling per lot.

B. Setbacks

1. Zero side yard units shall comply with the setback requirements for the front yard, rear yard and yard adjacent to a street in the applicable zone.
2. Interior side yard requirements of the applicable zone shall be met when any part of an exterior wall faces, but is not contiguous to, a side lot line. Otherwise, the interior side yard requirements shall not apply.

C. Building Separation. Buildings on adjacent properties, but not attached to each other, shall be separated by a distance of at least ten feet.

D. Accessory Buildings. The provisions of this section apply to accessory as well as main buildings.

17.72.030 AFFORDABLE HOUSING PROVISIONS

A. Purpose. To implement Oregon State Legislature Bills SB 8 and HB 2008, as well as enhance affordable housing opportunities in Sweet Home and open opportunities for affordable housing on land not currently zoned for residential development.

B. Applicability

1. All land in the City of Sweet Home currently zoned C-1, C-2, and PF may be developed for affordable housing without a zone change application or process provided all conditions of this section and state law are met.

2. All land in the City of Sweet Home currently zoned I may be developed for affordable housing without a zone change application and only if the property is: (a) publicly owned;(b) adjacent to lands zoned for residential uses or schools; and (c) not specifically designated for heavy industrial uses.

3. The land is owned by religious organizations or government agencies; or, non-profit organizations with housing development as their primary goal.

4. The project shall develop affordable housing for those individuals or households with a combined annual income at or below 60% of the most recent Linn County median income.

C. Application Requirements

1. Application shall be made on forms prescribed by the City and shall demonstrate that all state and Residential Medium Density (R-3) Zone requirements are met. The following exceptions apply to the R-3 zone requirements:
   a. Density may increase by 150 percent of the existing density.
   b. Structures may be increased in height by 24 additional feet.

2. The parcel(s) proposed for affordable housing development shall not contain slopes greater than 25%, be located within the City's 100-year floodplain or be identified as hazardous land.

3. The site, when developed, shall meet all state and county requirements for public safety, health, and habitability, and as well as city utility, street, and water drainage requirements.

D. Affordable Housing shall be administered through the Site Design Review process contained in Chapter 17.102.

17.74 TEMPORARY USES

17.74.010 PURPOSE

The purpose of these regulations is to provide standards for the establishment of temporary businesses and similar uses within The City of Sweet Home.

17.74.020 PERMITTED USES

Where allowed, the following temporary uses shall be permitted subject to the following limitations and requirements:

A. Tree and Fireworks. Christmas tree or fireworks sales are permitted subject to the following:

1. The sales shall be limited to Commercial or Industrial zones, except that sales may occur on those properties containing public or semi-public uses, such as schools or churches, regardless of the underlying zone.
2. Unless otherwise excepted by provisions in this Section, the sales activity shall be subject to provisions in Chapter 17.74.020.B.
3. Temporary uses located within Residential zones (on properties with public or semi-public uses) shall not operate beyond 9:00 PM.

B. Commercial Activities. Amusement and recreational services and retail sales and services are permitted in the Commercial zone, subject to the following:

1. The business may be operated from a vehicle, temporary structure or a vacant building.
2. The activity is located on the same lot for no more than 90 days in any calendar year.
3. The required parking for the primary uses on the same lot is not reduced below Development Code requirements.
4. The use does not block driveways, driveway entrances or parking aisles.
5. The activity conforms to all signage requirements in Chapter 17.50.
6. The activity conforms to all setback requirements applicable to the lot.
7. The operator of a temporary use shall obtain a Transient Merchant permit (see Chapter 5.12 of this Code) and all permits required by other agencies including those required for food handling and sales, and the sale of fireworks.

C. Food Services. Food services shall be subject to the requirements in B., except that they may be located on the same lot for 180-days with unlimited renewals.

D. Temporary Construction Facilities. Mobile offices, temporary power equipment and temporary structures used by personnel and to store equipment during construction, provided the structures are located on the construction site and not used as dwellings. There is no restriction as to the zoning.

E. Yard Sales and Auctions. Yard sales or auctions in any zone, provided there are not more than four sales in a calendar year, with each sale not to exceed three consecutive days. Merchandise and signs shall remain on private property. This Section does not limit the number of times, or duration, that public agencies may conduct sales or auctions regard agency land, equipment, supplies or other materials.

F. Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival and set forth reasonable types of uses, appropriate zones for such uses, and any time restrictions the City Council finds necessary to protect the health, safety and welfare of the public.

G. RVs as Temporary Habitation. The use of trailers, detached campers, recreational vehicles, fifth-wheelers, motorized dwellings, travel trailers, tent trailers and similar recreational facilities for temporary habitation is limited to 30 consecutive days or a total of 60 days in a calendar year within The City limits and shall require a Temporary RV Permit from The City, and must comply with chapter 10.28 of this Code.

17.76 BED AND BREAKFAST ESTABLISHMENTS

17.76.010 PURPOSE

The purpose of this Chapter is to provide development guidelines and operating requirements for a bed and breakfast establishment within The City.

17.76.020 GENERAL PROVISIONS

Where allowed, the following provisions shall apply:

A. Location. The establishment shall be located along, or within 300 feet, of a collector or arterial street.

B. Rooms. The bed and breakfast establishment shall be limited to a maximum of two guest rooms in the R1 zones and four guest rooms in all other zones.

C. Room Restrictions. No guest room shall be located within a basement.

D. Building Modification. The guest rooms utilized by the establishment shall be part of the primary residential use and not specifically constructed for rental purposes. In no case shall the residential character be modified or altered to accommodate the establishment.

E. Parking. In addition to the parking requirements for the residence, one additional parking space shall be required for each guest room. The parking space(s) shall comply with the following improvement provisions:

1. No parking shall be permitted within the designated front yard setback.
2. Parking located within the side yard or rear yards shall be screened from adjacent residential zoned property. Screening shall be provided by a six-foot sight-obscuring wood or chain-link fence; or, vegetative hedge.

F. Signs. Signs shall be limited to one non-illuminated wall-mounted sign not to exceed eight (8) square feet in area. Signs must comply with chapter 17.50 of this Code.

17.76.030 OPERATION REQUIREMENTS

The following shall continually apply to the operation of the establishment:

A. Owner/Operator. The establishment shall be maintained and operated solely by the on-premise owner of the residence containing the bed and breakfast.

B. Retail Activity. No retail or other sales shall be permitted unless clearly incidental and directly related to the conduct of the establishment (e.g., coffee cups or t-shirts with the business logo).

C. Receptions. The establishment shall not be used by the public or paying guests for the hosting of receptions, weddings, private parties or similar functions.

D. Meals. Meals shall be limited to breakfast and snacks and shall be served only to overnight guests. The operator shall be responsible for obtaining necessary food service permits.

E. Safety. The improvements, maintenance and operation of the establishment shall continually comply with applicable building code, fire safety and health regulations.

17.78 HOUSES OF WORSHIP

17.78.010 ALLOWED USES

Where identified as a permitted or conditionally permitted use, a house of worship, church, non-profit religious or philanthropic institution; may include the following activities and uses customarily associated with the practices of the religious activity:

A. Worship services.

B. Religion classes.

C. Weddings.

D. Funerals.

E. Meal programs.

F. Child care, but not including private or parochial school education for prekindergarten through grade 12 or higher education.

G. House or residence for clergy, religious leaders.

17.78.020 SPECIAL HOUSING PROVISIONS

A. Houses of worship may provide housing or space for housing in a building that is detached from the place of worship, provided:

1. At least 50% of the residential units provided under this paragraph are affordable to households with incomes equal to or less than 60% of the median family income for the county in which the real property is located;
2. The real property is in an area zoned for residential use that is located within the urban growth boundary; and
3. The housing or space for housing complies with applicable land use regulations and meets the standards and criteria for residential development for the underlying zone.

B. Housing and space for housing provided under subsection A., above, must be subject to a covenant appurtenant that restricts the owner and each successive

owner of the building or any residential unit contained in the building from selling or renting any residential unit described in subsection A.1., of this section as housing that is not affordable to households with incomes equal to or less than 60% of the median family income for the county in which the real property is located for a period of 60 years from the date of the certificate of occupancy.

17.80 WIRELESS TELECOMMUNICATIONS FACILITIES

17.80.010 PURPOSE

The purpose of this section is:

A. To minimize adverse health, safety, public welfare or visual impacts of towers, through careful design, siting, landscaping and innovative visual compatibility techniques.

B. To encourage shared use/co-location of towers and antenna support structures as a primary option rather than construction of additional single-use towers.

C. To encourage utilization of technological designs that will either eliminate or reduce the need for construction of new tower facilities.

D. To avoid potential damage to property caused by facilities, by ensuring such structures are sound and carefully designed, constructed, modified, maintained and removed when no longer used or are determined to be structurally unsound.

E. To ensure that towers are compatible with surrounding land uses.

17.80.020 DEFINITIONS

For the purpose of this Development Code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANTENNA, WIRELESS TELECOMMUNICATIONS - The physical device, commonly in the form of a metal rod, wire panel or dish, through which electromagnetic, wireless telecommunications signals authorized by the Federal Communications Commission are transmitted or received. Antennas used by amateur radio operators, police, fire and AM radio are excluded from this definition.

ATTACHED WIRELESS COMMUNICATION FACILITY - A wireless telecommunications facility that is affixed to an existing structure, other than a wireless telecommunications tower.

CO-LOCATION - A wireless telecommunications facility comprised of a single telecommunications tower or building supporting one or more antennas, dishes or similar

devices owned or used by more than one provider.

HANDOFF - Refers to the process of transferring an active call or data session from one cell in a cellular network to another or from one channel in a cell to another.

LATTICE TOWER - A self-supported structure constructed of vertical metal struts and cross braces forming a triangular or square structure which often tapers from the foundation to the top.

MONOPOLE - A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

PROVIDER - A company holding a Federal Communications Commission (FCC) license that is in business to provide telecommunications services.

VISUAL COMPATIBILITY TECHNIQUES – Design, engineering and construction techniques that minimize the visual impact of a tower or antennas.

WIRELESS TELECOMMUNICATIONS - The transmission, via radio frequency electromagnetic waves, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

WIRELESS TELECOMMUNICATIONS ACCESSORY STRUCTURE/EQUIPMENT - Equipment shelters or radio equipment necessary for the operation of wireless telecommunications in addition to the antenna and tower.

WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER - The structure in which the electronic radio equipment and relay equipment for a wireless telecommunications facility is housed.

WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A facility consisting of the equipment and structures involved in receiving and or transmitting telecommunications or radio signals.

WIRELESS TELECOMMUNICATIONS SUPPORT FACILITY - A wireless telecommunication tower.

WIRELESS TELECOMMUNICATIONS TOWER - A structure intended to support equipment used to transmit and/or receive telecommunications signals including monopoles, guyed and lattice towers, but not excluding any other approved structure.

17.80.030 REVIEW PROCEDURES

A. Wireless telecommunications facilities, hereby referred to as "WTCF" and/or "facilities" within this section, require a conditional use permit, unless located within an industrial zone.

B. The process of review is dependent on the type of facility proposed (i.e. co-located/attached or freestanding) and its proposed location.

1. Notice. When mailed notice of a public hearing or an administrative action relating to a wireless communication facility is required by this chapter, the notice shall be sent to owners of record of property where the property is located as follows:
   a. Within 300 feet from the exterior boundary of the subject property when the proposed WTCF meets the height requirement of this chapter; and
   b. For WTCFs that exceed the height requirement of this chapter, an additional 50 feet of notice area is required for every ten-foot increment in height.
2. Action by the Planning Commission. Applications to site a WTCF through means other than attachment shall be processed as a Conditional Use subject to the Type III process in Chapter 17.126, unless located within an industrial zone.
3. Uses prohibited. Wireless telecommunications facilities shall be prohibited in the Natural Resources Overlay Zone.

17.80.040 SITING PREFERENCES

WTCFs shall be sited in accordance with the following priorities, in order of their preference. If the applicant proposes a facility on lower priority preferences, the applicant shall prove conclusively, that each of the higher priorities has been considered and found to be not feasible.

A. Priority #1. Use of an attached wireless communication facility whereby transmission and reception devices are placed on existing structures which are

consistent in height with and situated similarly to types normally found in the surrounding area, such as telephone, electrical or light poles.

B. Priority #2. Co-location by placement of antennas or other transmission and reception devices on an existing tower, building or other structure, such as a utility pole, water tank or similar existing structure.

C. Priority #3. Siting of a new tower, in a visually subordinate manner, using visual compatibility techniques.

D. Priority #4. Siting of a new tower in a visually dominant location, but employing visual compatibility techniques.

E. Priority #5. Siting of a tower in a visually dominant location, not employing visual compatibility techniques.

17.80.050 STANDARDS AND REQUIREMENTS

A. General; Conflict. All facilities shall meet all requirements established by the other provisions of SHMC that are not in conflict with the requirements contained in this chapter.

B. General; Compliance. All facilities shall comply with all federal, state and city codes, including, but not limited to, Federal Communication Commission and Federal Aviation Administration standards.

C. Access. Access shall meet the standards of the underlying zone.

D. Height.

1. Except as specified in Chapter 17.80.090, height of a facility shall be measured from the natural, undisturbed ground surface below the center of the base of the proposed facility to the top of the facility or if higher, the tip of the highest antenna or other transmission or reception device.
2. No WTCF shall exceed the height standard of this chapter, except where attached to an existing structure that exceeds that height and the attached antennas do not increase the total height of that structure by more than ten feet.

E. Co-location.

1. New facilities, if technically feasible, will be designed and constructed for three antennas/providers to co-locate on the facility and to allow antennas mounted at varying heights.
2. The owner of a facility may not deny a wireless telecommunications provider the ability to co-locate on its wireless communication facility at a fair market rate or at another cost agreed to by the affected parties.
3. A facility may be attached to any existing structure as long as the height of that structure is not increased by more than ten feet and so long as it meets all relevant requirements of this section.
4. Co-location shall not be precluded simply because a reasonable fee or shared use is charged or because reasonable costs necessary to adopt the existing or proposed uses to a shared tower. The Planning Commission may consider expert testimony to determine whether the fees and costs are reasonable.
5. Co-location costs that exceed new tower development costs are considered to be unreasonable.

F. Construction. All facilities must meet the requirements of the *Uniform Building Code* and/or the *Oregon Structural Specialty Code*.

G. Design. Where possible new facilities will be located in such a manner that they blend in with the background around them, using techniques to ensure visual compatibility characteristics.

1. All new WTCF towers shall be a monopole or lattice tower structure constructed out of metal or other nonflammable material.
2. All accessory structures (i.e. vaults, equipment rooms, utilities and equipment enclosures) shall be concealed, camouflaged, shall be consistent with the underlying zone or shall be placed underground.
3. Visible exterior surfaces of accessory facilities (i.e. vaults, equipment rooms, utilities and equipment enclosures) shall be constructed out of nonreflective materials.
4. Unless constructed of a naturally dull or non-reflective material, WTCFs shall be initially painted and thereafter repainted as necessary with a “flat” paint. The color shall be one that will minimize the facility’s visibility to the maximum extent feasible.

H. Landscaping. All WTCF shall be installed in such a manner as to maintain and enhance existing vegetation. Where no vegetation exists, a landscaping plan must be submitted for the site.

I. Lighting. No lighting shall be permitted on a WTCF except as required for security and as required by the Federal Aviation Administration. Security lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto any street or a lot in a residential zone.

J. Location. No telecommunications facility shall be installed on an exposed ridge line unless it blends with the surrounding existing natural and human-made environment in such a manner as to be visually compatible with the environment.

K. Setbacks. Facilities shall be set back at least 25% of the tower height from all property lines or shall meet the setbacks of the underlying zone, whichever is greater.

L. Safety. All WTCF shall maintain in place a security program that will deter unauthorized access and vandalism.

M. Underground equipment shelters. Underground equipment shelters should be considered.

N. Signs.

1. Signs shall comply with the requirements set forth in this chapter.
2. All telecommunications facilities shall be clearly identified as to the location and operator so as to facilitate emergency response.

17.80.060 ATTACHED TELECOMMUNICATIONS FACILITIES

All attached facilities shall be located and designed to appear an integral part of the structure.

A. Roof mounted antennas and all building mounted accessory equipment shall be located no closer to the nearest edge of the roof than the height of the antenna or accessory equipment, whichever is greater.

B. Wall mounted antennas shall be architecturally integrated into the building.

C. Wall mounted antennas shall be located no more than 4-feet from the wall face.

D. Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

17.80.070 ABANDONMENT OF FACILITIES

Wireless telecommunications facilities that do not have functioning antennas for a period of six months shall be considered abandoned and shall be removed by the owner or operator within 60 days thereafter.

17.80.080 APPLICATION

A. Application requirements.

1. One copy of the narrative on eight and one-half inch by 11-inch sheets;
2. A development site plan drawn to scale with sheet size not to exceed24 inches by 36 inches. Where necessary, an overall plan with additional detail sheets may be submitted;
3. All information necessary to evaluate the request;
4. One set of the plan shall be reduced to fit on eight and one-half inch by 11-inch sheets of paper. Names and numbers must be legible on this sheet size; and
5. After the application is accepted as complete, any revisions may require a new application, additional filing fees and rescheduling of the public hearing.

B. Development plan required. All applications shall be accompanied by a development plan drawn to scale showing the following:

1. Use or uses;
2. Location of the proposed facility and relevant dimensions;
3. Height of the proposed facility;
4. Setbacks for the proposed facility;
5. A photo simulation of the proposed WTCF for the maximum number of providers;
6. Dimensions and location of areas to be reserved for vehicular and pedestrian access and circulation;

7. A landscaping plan that indicates how the facility will be screened from adjoining uses;
8. A fencing plan that indicates the location, height and design of any proposed fencing;
9. A lighting plan that indicates the type and location of any proposed lighting;
10. A sign plan that indicates the size, location, and design of any proposed signage;
11. Drawings demonstrating the materials, color and design of the proposed facility;
12. A map showing all existing wireless communication facility sites operated by the provider within two miles of the Sweet Home boundary, or the top of the nearby ridges, whichever is greater, including a description of the facility at each location;
13. A propagation study indicating the proposed facility and the adjacent hand-off sites;
14. If provider proposes to construct a new facility (tower), all applications shall include findings that demonstrate that it is not legally or technically feasible to co-locate:
    a. Documentation of the efforts that have been made to co-locate on existing or previously approved towers;
    b. Each provider shall make a good faith effort to contact the owner(s) of all existing or approved towers and shall provide a list of all owners contacted in the area, including the date, form of contact and the result of contact; and
    c. Documentation as to why co-locating on an existing or proposed tower or attachment to existing structures within one-half mile of the proposed site is not feasible.
15. Such other pertinent information shall be included as may be considered necessary by the review authority to make a determination that the contemplated arrangement or use makes it necessary and desirable to apply regulations and requirements differing from those ordinarily applicable under this chapter and the subdivision provisions.

C. Narrative required. A written statement shall include the following information:

1. The name and contact information for the provider;
2. A description of the character of the proposed facility;
3. Analysis of how the application meets the review criteria;
4. Applicants/providers shall provide evidence of legal access to the proposed

wireless telecommunications facility;

5. The applicant/provider shall provide evidence that legal access to the facility site will be maintained for the duration of the facility's operation;
6. Where a proposed wireless telecommunications facility is located on a property not owned by the provider, the applicant/provider shall present documentation that the owner of the property has granted an easement or entered into a lease for the proposed facility and that vehicular access is provided to the facility;
7. The applicant shall provide evidence that describes the facility tower's structural capacity to carry the antennas of at least three wireless telecommunications providers;
8. The applicant shall provide evidence of steps the provider will take to avoid interference with normal radio and television reception in the surrounding area and with any public safety agency or organization, per FCC requirements;
9. The applicant shall demonstrate that the WTCF is intended to provide service primarily within the community. The City reserves the right to deny a permit if it is shown that the facility is not intended to provide service primarily within the community.
10. The applicant/provider shall demonstrate that the WTCF must be located where it is proposed in order to service the provider's service area. There shall be an explanation of why a facility at this proposed site is technically necessary;
11. If the applicant/provider proposes a new tower or co-located facility, the applicant shall provide evidence that the facility's height is the lowest height at which the gap in coverage can be filled;
12. All applications shall include evidence that at least one provider will use the proposed facility and provide wireless telecommunications service immediately upon completion of the facility. The City reserves the right to deny applications that propose a facility without a provider.
13. The application shall include a written agreement that WTCFs owned by the provider, that do not have an operating antenna for a period of six months, shall be considered abandoned and shall be removed by the operator within 60 days.
14. The application shall include a written agreement from the property owner that if the provider fails to remove an abandoned WTCF, the property owner has full legal and fiscal responsibility for the WTCF removal.

17.80.090 SPECIAL REVIEW CRITERIA

A. Residential zones. A wireless telecommunications facility is not allowed in any residential zone unless it is an attached WTCF that meets the requirements of this section.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* A facility that is attached to an existing structure may not exceed the height of the existing structure, unless findings are made by the Planning Commission that such an increase will have a minimal impact on the appearance of the structure.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

B. Commercial Zones. A wireless telecommunications facility in any commercial zone must be either an attached WTCF or a monopole, and that meets the requirements of this section.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* The height of a WTCF shall not exceed 80 feet.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter. The accessory structure shall be screened by an evergreen material with an ultimate height of at least eight feet and a planted height of at least three feet. The landscaping must be protected and maintained.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

C. Industrial zones.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* Facilities shall not exceed 100 feet.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter. The accessory structure shall be screened by an evergreen material with an ultimate height of at least eight feet and a planted height of at least three feet. The landscaping must be protected and maintained.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

17.82 GENERAL STANDARDS

17.82.010 LOTS OF RECORD

A. A parcel is a legal lot of record for purposes of this Development Code when the lot conforms to all zoning requirements, subdivision requirements, and Comprehensive Plan provisions, if any, in effect on the date when a recorded separate deed or contract creating the separate lot or parcel was signed by the parties to the deed or contract.

B. Lots in recorded plats may be combined under a single ownership for the purpose of developing the combined property, subject to approval of a property line adjustment.

C. The use or development of any legal lot of record shall be subject to the regulations applied to the property when such development or use is commenced, irrespective of the lot width, street frontage, depth or area, but subject to all other regulations.

17.82.020 EXCEPTIONS TO LOT SIZE REQUIREMENTS

This section shall apply in the event that a lot or the aggregate of contiguous lots held in a single ownership as recorded in the office of the Recorder of the county and located in The City as of January 1, 1971, or the date of annexation of the property to The City, whichever is later, has an area or dimension which does not meet the lot size requirements of the zone in which the property is located. In this case, the holdings may be by a use permitted in the zone subject to the other requirements of the zone. If there is an area deficiency, residential use shall be limited to a single-family dwelling, or to the number of dwelling units consistent with the lot area per dwelling unit requirement of the zone.

17.82.030 LOTS ABUTTING A PARTIAL STREET

New structures which are proposed to be constructed on lots abutting an existing public street which does not meet the minimum standards of Chapter 17.42 for right-of-way width shall provide setbacks sufficient to allow for the future widening of the right-of-way. Building permits shall not be issued unless a yard setback equal to the minimum yard requirements of the zoning district plus the required minimum additional right-of-way width is provided.

17.82.040 PROTECTION OF RUNOFF CAPACITY OF NATURAL DRAINAGE CHANNELS

A property owner shall not allow the water carrying capacity of any drainageway within his property to deteriorate and subsequently contribute to flood hazard. The property owner shall remove excess debris from the channel including dead vegetation. Neither shall any fill or garbage be dumped in any drainageway. Failure to maintain the water carrying capacity of the drainageway shall empower The City to enter the property and take whatever action is necessary to ensure that the carrying capacity of the drainageway is not impaired and then assess the real property and improvements for the cost of The City's actions. Grading permits may be required and are subject to provisions in Chapter 17.46.

17.82.050 FARM USES AND LIVESTOCK

If permitted in the zone, allowed as an accessory use, or otherwise permitted as a commercial or industrial activity, the following limitations shall apply:

A. Crops, Orchards and Gardens. The growing of crops, orchard products, vegetables or similar food items for personal use shall be permitted.

B. Livestock, Chickens, Rabbits and Similar. The breeding, raising, boarding, or selling of horses, cows, bulls, mules, sheep, goats, alpacas, llama, emus, bees, or other similar farm animals are subject to provisions in Title 6 of the Sweet Home Municipal Code.

17.82.060 GENERAL EXCEPTION TO BUILDING HEIGHT LIMITATIONS

Projections such as chimneys, spires, domes, elevator shaft housing, towers, aerials, flagpoles, and other similar objects not used for human occupancy may be constructed to a height not to exceed 1.25 times the height limit for the zone.

17.82.070 HEIGHT EXCEPTIONS FOR PUBLIC BUILDINGS

Public or quasi-public buildings, religious buildings, hospitals, and educational institutions when permitted in a zone may be constructed to a height not to exceed 1.75 times the height limit for the zone, provided all the required yards are increased one foot for each two feet of additional building height above the height regulation for the zone.

17.82.080 ADDITIONS TO EXISTING STRUCTURES

When structures exist at the time a zone is adopted which do not comply with an individual yard setback restriction, additions to such structures not conforming to the yard setbacks shall be allowed, provided:

A. The setback distance will not be decreased by the addition.

B. The addition conforms to all other provisions of the zoning district.

C. The addition shall not be greater than forty (40) percent of the square footage on the ground level of the existing structure.

17.82.090 MISCELLANEOUS EXCEPTIONS TO SETBACK REQUIREMENTS

Setback limitations stipulated elsewhere in this Development Code may be modified as follows:

A. Bus Shelters. Bus shelters which are intended for use by the general public and are under the ownership and/or control of a city, county, state or municipal corporation shall be exempt from setback requirements, provided they do not violate clear-vision provisions in Chapter 17.56.

B. Underground Structures. Side and rear yards of underground structures may be reduced to 3 feet except:

1. Where the perimeter wall of the structure is above the natural elevation of the adjacent ground, in which case the setback provisions of the district shall apply.
2. All openings into the structure, including doors, windows, skylights, plumbing, intake and exhaust vents, shall meet the minimum setbacks of the district.

C. Public Dedication. Setback restrictions of this Development Code shall not apply to existing structures where the setback is reduced by a public dedication.

D. Special Right-of Way. The placement of buildings and the establishment of yards shall conform the right-of-way widths for existing and proposed street alignments shown on the Sweet Home Street Plan.

E. Commercial & Industrial Setbacks. In commercial or industrial districts where an interior yard is not required and a structure is not located at the property line, it shall be set back at least three (3) feet from the property line to accommodate access to the building.

F. Drainageway Setback Provisions

1. All fish-bearing streams and all year-round flowing streams shall have a minimum setback of 50-feet from the top of each bank and 75-feet for the South Santiam River. Additional setbacks may be required for riparian areas, wetlands and floodplains. Building Permit applications and land use applications to The City shall clearly indicate the boundary limits for riparian areas, wetlands and floodplains. Alteration of these areas, other than for continuation of agricultural use, by grading or placement of structures or impervious surfaces is prohibited unless approved by The City in accordance with the procedures of this Development Code and State Law.
2. All other intermittent drainageways and watercourses shall have a minimum setback that includes the vegetative fringe, top of bank or a minimum 15 feet from the center of the drainageway whichever is greater.

17.82.100 NONCONFORMING USES

A. Continuation. A nonconforming use may be continued although not in conformity with the regulations for the zone in which the use is located.

B. Discontinuation. If a nonconforming use is discontinued for a period of more than one year, the use shall not be resumed unless the resumed use conforms with the requirements of the Development Code.

C. Restoration. If a nonconforming use is damaged or destroyed by fire, other casualty or natural disaster, such use may be restored or replaced provided physical restoration or replacement is lawfully commenced within one year of the damage or destruction. The City may administratively grant a one time, one-year extension to this requirement.

D. Alteration and Change of Use. Alterations or changes in a nonconforming use may be permitted to reasonably continue the use. Such alterations or changes are subject to the Nonconforming Use provisions in Chapter 17.108.

E. Exemptions. Non-conforming single-family homes or duplex dwellings in a non-residential zone may be modified, or expanded in compliance with development requirements of the R-3 Zone without the need to comply with the requirements and procedures in Chapter 17.108. Conversions of non-conforming single- family homes to duplexes in non-residential zones are similarly permitted without the need to comply with the requirements an procedures of Chapter 17.108 when they do not increase the nonconformance.

ARTICLE IV – REVIEW PROCEDURES

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17.90 APPLICATIONS - GENERAL

17.90.010 SUMMARY OF APPLICATION TYPES

A. General. With the exceptions noted below, all development permits and land use actions are processed under the administrative procedures provided for in this Chapter. There are four types of actions, each with its own procedures.

B. Building Permit. Building permits are subject to provisions of the Uniform Building Code and are processed administratively. Therefore, these actions are not considered land use actions and subject to appeal. The procedures in this Chapter only apply if an action is necessary to site the use or vary a requirement of the Development Code.

17.90.020 TYPE OF ACTIONS

A. Type I Action. A ministerial action reviewed by staff based on clear and objective standards. Conditions are limited to those that ensure compliance with Development Code requirements and implement these standards. Decisions are memorialized on the relevant permit form or other order and notice provided to applicant. Appeal is to the Planning Commission.

B. Type II Action. A ministerial action reviewed by staff based on clear and objective standards, but with limited discretion. Conditions are limited to those that ensure compliance with Development Code requirements and implement these standards. Notice of the decision is sent to the applicant, and adjacent property owners who submitted comments, after a decision is reached. Appeal is to the Planning Commission.

C. Type III Action. A Type III action is a quasi-judicial review in which the Planning Commission applies a mix of objective and subjective standards that allow discretion. Public notice and a public hearing are provided. Appeal of a Type III decision is to the City Council.

D. Type IV Action. A Type IV action can be either quasi-judicial or legislative actions. The quasi-judicial process applies to map amendments for individual properties. Plan and zone amendments or text amendments that impact larger areas are legislative actions. These later amendments must be initiated by City staff, Planning Commission, or City Council, although a private party may suggest such amendments. Both actions require hearings before both the Planning Commission and City Council with the Planning Commission providing an advisory role and the City Council rendering the Final Decision. Public notice is provided for both and public

hearings. Appeal of the decision is to the Land Use Board of Appeals (LUBA).

17.90.030 TABLE OF LAND USE APPLICATION PROCEDURES

Land Use Action	Type	Staff	Planning Commission	City Council
Property Line Adjustment	Type - I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Home Occupation	Type - I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Interpretations	Type – I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Partition	Type - II	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Adjustment	Type - II	Final Decision unless appealed	Appeal – Staff Decision	Appeal - Planning Commission Decision
Site Development Review	Type III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Conditional Use	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Variance	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Nonconforming Uses	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Subdivision & Planned Development	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Comp. Plan Map Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed
Zone Map Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed

Text Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed
Annexation	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed

17.90.040 OTHER REVIEWS

The City shall process the following activities administratively. These are non-discretionary actions by City staff whose decision is final and not subject to appeal:

A. Building permits

B. Sign permits

C. Fence permits

D. Temporary Use

17.90.050 EXPIRATION OF APPROVAL AND TIME EXTENSION

A. Time Limit. Unless otherwise specifically stated, Type I and Type II approvals shall be effective for two years following final approval. The applicant or developer shall exercise the approved decision within this time period. Type III time limits shall be dependent upon the type of application and applicable conditions. Type IV approvals shall have no time limits. If the approval period is allowed to lapse, the applicant must resubmit the proposal, including all applicable fees. The applicant will be subject to all applicable standards currently in effect.

B. Time Extension. Extensions may be granted in accordance with the original procedure for the application. Requests for extension of approval time shall be submitted, in writing, 30 days prior to the expiration date of the approval period.

C. Decision. For a time extension request, the only matter to be considered is the extension. Approval shall be based on a determination that the approved application cannot proceed due to circumstances beyond the applicant's control.

D. Conditions of Approval. During the review of an extension request, the conditions of approval may be revised to reflect Development Code changes and/or changes in site or area conditions.

E. Number of Extensions. No more than two extensions shall be granted. Any further action shall require the submittal of a new application and fee.

F. Time Extension Provisions for Subdivisions and Planned Developments. The Planning Commission may extend the approval period for any subdivision or PD for not more than two additional years. The Planning Commission may grant the request for extension if the circumstances are the same and the findings of fact are still appropriate. The Planning Commission may modify the original conditions of approval as part of any time extension review.

17.90.060 EXERCISING A LAND USE APPROVAL

Unless otherwise specifically stated, exercising a land use decision shall be subject to the following regulations.

A. Building Permit. Except for manufactured home parks, when a building permit is required as part of an approved land use, the decision shall be considered exercised with the first placement or permanent construction of a structure on a site. This may include the pouring of slabs or footings, any work beyond the stage of excavation, including the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; the installation of driveways or walkways; the excavation for a basement, footings, piers or foundations or the erection of temporary forms; the construction of accessory buildings, such as garages or sheds not occupied as dwelling units or not used as part of the main structure.

B. Manufactured Home Parks. The decision shall be considered exercised with the beginning of construction of facilities for servicing the site on which the manufactured homes are to be placed. This shall include, at a minimum, the construction of streets with final site grading, or, the pouring of concrete pads, or, the extension or installation of utilities.

C. Specific Use. If the approval does not require a building permit, the decision shall be considered exercised if the use or activity which was approved is in operation within the allotted time limit.

17.90.070 MODIFICATION OF DECISIONS

A. Except as noted in “B.”, below, modifications to a final approved land use application shall be processed as a new application. However, the review

of the modified request shall be limited to the proposed modification(s) with a determination on whether the change or changes comply with the decision criteria. Further:

1. The modified request shall be considered a new application, with new notice, final decision date and rights of appeal.
2. Conditions of approval may be revised to address the modified findings.
3. The City may establish a reduced fee for an application to modify a decision.

B. Modification of a final approved plan or existing development by the Planning Commission may be processed as a Type II decision by the City Planner only if the following threshold criteria can be met:

1. There will be no change in land use;
2. The proposed change does not result in an increase in the overall impacts to adjacent properties;
3. There is no increase in the amount of operational activity;
4. The proposed change does not violate the standards of the land use zone;
5. The proposed change does not result in a change to lot or parcel boundary lines.

17.92 PROPERTY LINE ADJUSTMENTS

17.92.010 APPLICABILITY

A Property Line Adjustment is a change to a property boundary that only extinguishes property lines or modifies existing lots or parcels and does not create a new parcel of land. This may include the elimination of property boundaries to consolidate lots or parcels.

17.92.020 PROCESS

A Property Line Adjustment application shall be reviewed in accordance with the Type I review procedures specified in Chapter 17.122.

17.92.030 APPLICATION

An application for a Property Line Adjustment shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Chapter. Notice shall be subject to the provisions in Chapter 17.122.

17.92.040 SUBMITTAL REQUIREMENTS

The following information and material must be submitted by the applicant:

A. The application must be signed by the owners of all lots affected by the application.

B. In addition, the following information shall be submitted by the applicant:

1. Copies of the officially recorded title transfer instrument (deed, warranty deed, or contract) that shows the legal description for the affected parcels.
2. Plan, map or other document showing the properties before and after the adjustment.
3. A written statement which explains the applicants' reasons for adjusting the boundaries and demonstrating that the adjustment conforms to City land use regulations of the applicable zone.

17.92.050 DECISION CRITERIA

Approval of a property line adjustment shall require compliance with the following criteria:

A. A property line adjustment cannot create or vacate a parcel. Creation or vacation of a parcel requires approval of a land division.

B. Following the adjustment, all lots or parcels must comply with the area and dimension standards of the applicable zone. For existing non-conforming lots or parcels, the adjustment shall not increase the degree of non-conformance of the subject property or surrounding properties.

C. If there are existing structures on the lots or parcels, the boundary adjustment shall not reduce required setbacks or place a boundary beneath a structure.

17.92.060 IMPLEMENTATION

After a property line adjustment is approved, the new boundary becomes effective only after the following steps are completed:

A. A legal description of the adjusted lots is recorded with the Linn County Clerk.

B. If required by ORS Chapter 92, or the County Surveyor, a final map and boundary survey are prepared and all new boundaries are monumented as required by ORS Chapters 92 and 209. The final map is submitted to The City for signatures and approval as outlined in Chapter 17.98.

17.94 HOME OCCUPATION

17.94.010 APPLICABILITY

The purpose of this Section is to provide a means to allow residents to create and operate a business within their residence without creating significant impacts on adjacent properties.

17.94.020 PROCESS

A. No Employees. A Home Occupation where there are no employees other than family members residing in the residence or no more than one vehicle associated with the home occupation shall be reviewed in accordance with the Type I review procedures specified in Chapter 17.122.

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B. With Employees. Home Occupations proposed to have employees in addition to family members residing in the residence or more than one vehicle associated with the home occupation shall be reviewed as a Conditional Use in accordance with the Type III review procedures specified in Chapter 17.104.

17.94.030 APPLICATION

Any application for a Home Occupation use shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section.

17.94.040 SUBMITTAL REQUIREMENTS

The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. If appropriate, a preliminary plan should show pertinent information to scale to facilitate the review of the proposed development.

17.94.050 DECISION CRITERIA

A. No Employees. The proposed home occupation must comply with the requirements in Chapter 17.68.

B. With Employees. In addition to requirements in in Chapter 17.68, the proposed home occupation must comply with the Conditional Use criteria.

17.96 INTERPRETATIONS

17.96.010 APPLICABILITY

The purpose of this Section is to provide a means to resolve potentially conflicting and unclear Development Code requirements and identify uses not specifically listed in a particular zone, but which are similar in character, scale and performance to the permitted uses specified therein.

17.96.020 PROCESS

Interpretation requests shall be reviewed in accordance with the Type I review procedures in Chapter 17.122.

17.96.030 APPLICATION

Any application for an Interpretation shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section. Notice shall be subject to the provisions in Chapter 17.122.

17.96.040 DECISION CRITERIA

The City Manager or designee is authorized to make such an appropriate interpretation of the Development Code provided that the applicant demonstrates that the proposed use satisfies the following criteria:

A. The interpretation is consistent with the purpose of the Development Code and any appropriate purpose statement in an underlying zoning district or development requirement.

B. The resulting interpretation conforms to the applicable standards and limitations of the underlying zoning district. In approving an application for a similar use, The City may determine whether the use is prohibited or classified as permitted, special use or conditionally permitted in a specified zone.

17.98 PARTITIONS

17.98.010 APPLICABILITY

A partition is required for any land division which creates two or three parcels in a calendar year.

17.98.020 PROCESS

Preliminary plats for partitions shall be reviewed in accordance with the Type II review procedures in Chapter 17.124.

17.98.030 APPLICATION

An application for a Partition shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.124.

17.98.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit a preliminary plan and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The applicant shall submit one 11" x 17" copy of the preliminary plan along with one digital copy. The plan shall include the following information:

1. General Information. The following general information shall be shown on the tentative plan:
   a. Vicinity map showing all streets, property lines, streams, and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property and of all proposed parcels.
2. Existing Conditions:
   a. Location of all existing easements within the property.
   b. Location of City utilities (water, sanitary sewer, storm drainage) within or adjacent to the property proposed for use to serve the development.
   c. The location and direction of water courses or drainage swales on the subject property.
   d. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

3. Proposed Plan:
   a. Locations, approximate dimensions and area in square feet of all proposed parcels. All parcels shall be numbered consecutively.
   b. Location, width and purpose of any proposed easements.

B. At the discretion of the City, specific requirements may be waived provided there is sufficient information to allow processing of an application.

17.98.050 DECISION CRITERIA

Approval of a partition shall be subject to the following decision criteria:

A. Each parcel shall satisfy the dimensional standards of the applicable zone, unless a variance from these standards is approved.

B. The parcels shall meet the Development Standards for Land Division of Chapter 17.58.

C. Existing dwellings and accessory structures shall comply with the setback requirements of the applicable zone, including accessory structures which have a setback established by the building size, unless a variance from the requirements is approved.

D. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped, not developed to their maximum density, or landlocked, consideration will be given to extending appropriate access to those properties in accordance with provisions in Chapters 17.42 and 17.44.

17.98.060 FINAL PLAT APPROVAL

A. Survey. A final survey of the approved plat shall be recorded within two years of the final decision. Failure to record a plat within the required time period shall void the approval and require a new partitioning application.

B. Final Approval. The City Manager shall sign the final plat if the plat substantially conforms to the approved preliminary plat, and if the conditions of approval are satisfied.

C. Final Plat. The final plat shall conform to the requirements in ORS Chapter 92 and applicable County surveying requirements.

D. Recording of Approved Plat. The final Plat shall be recorded with Linn County and a copy of the recorded document shall be submitted to The City. The applicant shall be responsible for all recording fees.

E. Sale and Development. No parcel shall be sold, transferred or assigned until the final approved Plat is recorded and evidence of the recording is submitted to The City. Building permits shall not be issued prior to recording of the final plat if the proposed structure will violate this Code absent recording the partition.

F. Validity. Partition approval is valid in perpetuity upon recording of the final surveyed plat.

17.98.070 EXPEDITED LAND DIVISION

When an expedited land division for residential use is requested by an Applicant, The City shall use the procedures for expedited land divisions specified under ORS 197.365 in lieu of the procedures described in Chapter 17.98, if the application complies with the conditions and standards of ORS 197.360 through 197.380.

17.100 ADJUSTMENTS

17.100.010 APPLICABILITY

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, maximum building heights and other development standards that apply to various uses. For lands or uses with unique characteristics the intent and purpose of the development standards may be maintained while allowing for a modification to the requirements. An Adjustment may be approved for those requests resulting in no more than a 10% change in a *quantifiable* standard.

17.100.020 PROCESS

Adjustments applications shall be reviewed in accordance with the Type II review procedures specified in Chapter 17.124.

17.100.030 APPLICATION

An application for an Adjustment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.124.

17.100.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development.

1. General Information. The following general information shall be shown on the site plan:
   a. Vicinity map showing all streets, property lines and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property.
   e. Location of all existing easements and City utilities (water, sanitary sewer, storm drainage) within the property.
   f. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

g. A site plan or other information clearly indicating the proposed adjustment, including dimensions if applicable.

B. At the discretion of The City, specific requirements may be waived provided there is sufficient information to allow processing of an application.

17.100.050 ADJUSTMENT APPLICABILITY

An applicant may propose a modification from a standard or requirement of this Development Code, except when one or more of the following apply:

A. The proposed request would allow a use which is not permitted in the district.

B. Another procedure and/or criterion is specified in the Development Code for modifying or waiving the particular requirement or standard.

C. Modification of the requirement or standard is prohibited within the district.

D. Adjustments are not allowed for sign standards, or minimum lot sizes.

17.100.060 DECISION CRITERIA

Approval of an Adjustment shall require compliance with the following:

A. The particular proposed development otherwise clearly satisfies the intent and purpose of the provision being adjusted.

B. The proposed development will not unreasonably impact adjacent existing or planned uses and development.

C. The Adjustment does not expand or reduce a quantifiable standard by more than 10% and is the minimum necessary to achieve the purpose of the Adjustment.

D. There has not been a previous land use action prohibiting an application for an Adjustment.

17.102 SITE DEVELOPMENT REVIEW

17.102.010 PURPOSE

A. The Site Development Review is intended to:
   1. Guide future growth and development in accordance with the Comprehensive Plan and other related regulations;
   2. Provide an efficient process and framework to review development proposals;
   3. Ensure safe, functional, energy-efficient developments which are compatible with the natural and man-made environment; and
   4. Resolve potential conflicts that may arise between proposed developments and adjacent uses.

B. The site development review provisions relate to physical characteristics of a property, proposed site improvements, and proposed buildings. The site development review provisions do not deal with the use of property. Use is regulated by the provisions of each individual zone.

17.102.020 PROCESS

Site Development Review applications shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.102.030 APPLICATION

An application for Site Development Review shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.102.040 APPLICABILITY OF PROVISIONS

A. Site Development Review is applicable to all new industrial, commercial, mixed use, and multi-family developments and expansions involving a 10% or more increase in total square footage of existing industrial, commercial, mixed use, and multi-family structures.

B. All of the provisions and regulations of the underlying zone shall apply unless modified by other Sections of this Development Code.

C. Expansions of 10% or less shall be permitted and processed as a building permit, provided the expansion and associated use(s) comply with all applicable development requirements such as parking, setbacks, height restrictions.

D. A Site Development Review shall not be required for a change in use from a permitted use identified in the underlying zone to another permitted use within the same zone

17.102.050 SUBMITTAL REQUIREMENTS

A. The following information shall be submitted as part of a complete application for Site Development Review. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. At the discretion of The City, the information may be submitted graphically or by written summary.

1. Site Analysis
   a. Existing site topography;
   b. Identification of areas exceeding 10% slopes;
   c. Site drainage and identified flood zones;
   d. Existing structures, roadway access and utilities; and
   e. Existing and proposed streets, bikeways, and pedestrian facilities within 300 feet.
2. Site Plan
   a. Proposed grading and topographical changes;
   b. All proposed structures including finished floor elevations, setbacks, exterior elevations, and exterior finishing.
   c. Vehicular and pedestrian circulation patterns, parking, loading and service areas;
   d. Proposed access to public roads and highways, railroads or transportation systems;
   e. Site drainage plan including methods of storm drainage, sanitary sewer system, water supply system and electrical services.
   f. Proposed landscape plan, to include appropriate visual screening and noise buffering, where necessary, to ensure compatibility with surrounding properties and uses;
   g. Proposed on-premise signs, fencing or other fabricated barriers, together with their heights and setbacks;
   h. Proof of ownership and signed authorization for the proposed development if applicant is not the owner of the site; and
   i. A schedule of expected development.
   j. A traffic impact analysis if requested by the City Manager or designee.
   k. Other appropriate studies and information that may be required by The City to adequately evaluate the project.

17.102.060 DECISION CRITERIA

The review of a Site Plan shall be based upon the following criteria:

A. The proposed use is allowed in the zone and complies with the underlying development standards, such as setbacks, height restrictions, parking and so forth.

B. The proposed use will not create adverse negative impacts on the surrounding area

C. Provisions for public utilities, including drainage and erosion control needs;

D. Parking, traffic safety, and connectivity of internal circulation to existing and proposed streets, bikeways and pedestrian facilities.

E. Provision for adequate noise and/or visual buffering from non-compatible uses including using site and landscaping design to provide needed buffering;

F. Protections from any potential hazards.

17.104 CONDITIONAL USE

17.104.010 APPLICABILITY

A conditional use is one which is generally acceptable as a land use activity in a particular zone, but due to certain aspects of the activity, buffering, screening, time limitations or other conditions are necessary to ensure compatibility with adjacent property. Conditional uses are presumed to be allowed unless conditions to ensure their compatibility cannot be established.

17.104.020 PROCESS

Conditional Use shall be reviewed in accordance with the Type III review procedures specified in Chapter 17.126.

17.104.030 APPLICATION

An application for a conditional use shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.104.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development.

1. General Information. The following general information shall be shown on the site plan:
   a. Vicinity map showing all streets, property lines, streams, flood zones, and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property and of any proposed parcels or lots.
   e. Location of all existing easements within the property.
   f. Location of City utilities (water, sanitary sewer, storm drainage) within the property.
   g. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

h. A site plan clearly indicating the proposed location of the proposed conditional use including the dimensions of any existing, expanded, or new structure proposed to house the conditional use along with all site improvements including parking, lighting, screening, landscaping, etc.

17.104.050 DECISION CRITERIA

A Conditional Use shall be approved if the applicant provides supporting evidence that all the requirements of this Development Code relative to the proposed use are satisfied, and demonstrates that the proposed use also satisfies the following criteria:

A. The use is listed as a conditional use in the underlying district and complies with the development requirements of the underlying zone.

B. The characteristics of the site are suitable for the proposed use considering size, shape, location, topography, and location of improvements and natural features.

C. The proposed development is timely, considering the adequacy of transportation systems, public facilities and services, existing or planned for the area affected by the use.

D. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the underlying zone.

E. Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards, or other reasonable conditions of approval that include but are not limited to those listed in this chapter.

17.104.060 CONDITIONS OF APPROVAL

In approving a conditional use permit application, the Planning Commission may impose, in addition to those standards and requirements expressly specified by this chapter, additional conditions determined to be necessary to assure that the proposed development meets the decision criteria as well as the best interests of the surrounding properties, the neighborhood, and The City as a whole.

A. These conditions may include, but are not limited to, the following:

1. Requiring larger setback areas, lot area, and/or lot depth or width;
2. Limiting the hours, days, place and/or manner of operation;
3. Requiring site or architectural design features that minimize environmental impacts such as noise, vibration, exhaust/emissions, light, glare, erosion, odor or dust;
4. Limiting the building height, size or lot coverage, or location on the site;
5. Designating the size, number, locations and/or design of vehicle access points, parking areas, or loading areas;
6. Increasing the number of required parking spaces;
7. Requiring street rights-of-way to be dedicated and streets, sidewalks, curbs, planting strips, pathways or trails to be improved, so long as findings in the development approval indicate how the dedication and/or improvements, if not voluntarily accepted by the applicant, are roughly proportional to the impact of the proposed development;
8. Limiting the number, size, location, height and lighting of signs;
9. Limiting or setting standards for the location, design, and/or intensity of outdoor lighting;
10. Requiring fencing, screening, landscaping, berms, drainage, water quality facilities or other facilities to protect adjacent or nearby property, and the establishment of standards for their installation and maintenance;
11. Designating sites for open space or outdoor recreation areas;
12. Requiring the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas, drainage areas, and historic or cultural resources;
13. Requiring ongoing maintenance of buildings and grounds;
14. Setting a time limit for which the conditional use is approved.

B. Uses existing prior to the effective date of this Chapter and classified in Title 17 as a conditional use shall meet the criteria for modification of approved plans and developments.

C. The Planning Commission may require the applicant of an approved conditional use permit to enter into an agreement with The City for public facility improvements.

17.106 VARIANCE

17.106.010 APPLICABILITY

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, maximum building heights and other development standards that apply to various uses. For lands or uses with unique characteristics the intent and purpose of the development standards may be maintained while allowing for a variance to requirements. A Variance may be approved for those requests resulting in greater than a 10% change in a quantifiable standard.

17.106.020 PROCESS

Variance applications shall be reviewed in accordance with the Type III review procedures specified in Chapter 17.126.

17.106.030 APPLICATION

An application for a Variance shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.106.040 SUBMITTAL REQUIREMENTS

The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development. The following general information shall be shown on the site plan:

A. Vicinity map showing all streets, property lines and other pertinent data to locate the proposal.

B. North arrow and scale of drawing.

C. Tax map and tax lot number or tax account of the subject property.

D. Dimensions and size in square feet or acres of the subject property.

E. Location of all existing easements and City utilities (water, sanitary sewer, storm drainage) within the property.

G. Existing use of the property, including location of existing structures with dimensions of the structures and distances from property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

H. A site plan or other information clearly indicating the proposed variance, including dimensions if applicable.

17.106.050 VARIANCE APPLICABILITY

A. Under the following provisions, a property owner or his designate may propose a modification or variance from a standard of this Development Code, except when one or more of the following apply:

1. The proposed variance would allow a use which is not permitted in the district.
2. Another procedure and/or criterion is specified in the Development Code for modifying or waiving the particular requirement or standard.
3. Modification of the requirement or standard is prohibited within the district.

B. Variances to the sign regulations are subject to provisions in Chapter 17.50.

17.106.060 DECISION CRITERIA

The Planning Commission may allow a Variance from a requirement or standard of this Development Code after a public hearing conducted in accordance with the Type III review procedures provided that the applicant provides evidence that the following circumstances substantially exist:

A. The variance is necessary because the subject Development Code provision does not account for special or unique physical circumstances of the subject site, existing development patterns, or adjacent land uses. A legal lot determination may be sufficient evidence of a hardship for purposes of approving a variance.

B. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity or district. An economic hardship shall not be the basis for a variance request.

C. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the

property is located, or otherwise conflict with the objectives of any City plan or policy.

D. The need for the variance is not self-imposed by the applicant or property owner (for example, the variance request does not arise as a result of a property line adjustment or land division approval previously granted to the applicant).

E. The variance requested is the minimum variance which would alleviate the identified hardship.

F. All applicable building code requirements and engineering design standards shall be met.

17.108 NONCONFORMING USES

17.108.010 APPLICABILITY

Within the zoning districts established by this Development Code, uses and structures may exist which were lawful before the date of adoption or amendment of this Development Code but which are prohibited or restricted current Code requirements. This Section allows nonconforming uses and structures to be altered, restored or replaced subject to satisfaction of the review criteria. No alteration of a nonconforming use shall be permitted except in compliance with this Chapter.

17.108.020 PROCESS

Proposed alterations of nonconforming uses shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.108.030 APPLICATION

An application for an alteration or expansion of a nonconforming use shall be filed with the City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126. The application shall contain sufficient information and/or plans to address the decision criteria.

17.108.040 DECISION CRITERIA

The alteration of a nonconforming use or structure may be authorized provided that the applicant demonstrates that the proposal satisfies the following criteria:

A. That the alteration of structures would not result in an increase in nonconformity of the structure.

B. A change in use to another non-conforming use shall be permitted if it is of the same or less intensity of use.

C. Conversion of an existing detached single-family dwelling to a Duplex is allowed, for a total of two dwelling units on a property, provided that the conversion does not increase nonconformance with applicable clear and objective standards in this code.

17.108.050 CONDITIONS OF APPROVAL

In approving the alteration, restoration, or replacement of a nonconforming use, the City Manager or designee may impose such conditions as it deems appropriate to ensure that the intent of this Section is carried out.

17.110 SUBDIVISIONS AND PLANNED DEVELOPMENTS

17.110.010 APPLICABILITY

All Subdivisions and Planned Developments (PD) shall conform to all applicable standards of the underlying zone, as well as the development standards and other provisions of this Development Code unless otherwise modified by provisions in this Section.

17.110.020 PROCESS

Preliminary plats for Subdivisions and Planned Developments shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.110.030 APPLICATION

An application for a Subdivision or Planned Development shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.110.040 SUBMITTAL REQUIREMENTS

The following submittal requirements shall apply to all Preliminary Plat applications for subdivisions or Planned Development.

A. All applications shall be submitted on forms provided by The City along with the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria.

B. Applicants for subdivisions shall submit one 11” x 17” copy of the preliminary plan along with one digital copy. The preliminary plan shall include the following:

1. General Information. The following general information shall be shown on the tentative plan:
   a. Vicinity map showing all streets, property lines, streams, flood plain and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.

d. Dimensions and size in square feet or acres of the subject property.
e. Name of the Subdivision or Planned Development.

2. Existing Conditions:
   a. Location of all existing easements within the property.
   b. Location of City utilities (water, sanitary sewer, storm drainage) within or adjacent to the property proposed for use to serve the development.
   c. The location and direction of water courses or drainage swales on the subject property.
   d. Existing use of the property, including location of existing structures. It should be noted whether the existing structures are to remain or be removed from the property.
   e. Direction of drainage and approximate grade of abutting streets.
   f. Proposed streets, approximate grade, and radius of curves.
   g. Any other legal access to the subdivision other than a public street.
   h. Contour lines related to an established bench mark on City datum, having the following minimum intervals:
      (i) Areas with less than 5% slope: One-foot contours
      (ii) Areas with slope between 5% and 10%: Two-foot contours.
      (iii) Areas with slope greater than 10%: Five-foot contours.

3. Proposed Plan:
   a. Locations, approximate dimensions and area in square feet of all proposed lots. All lots shall be numbered consecutively.
   b. Location, width and purpose of any proposed easements.
   c. All areas to be offered for public dedication.
   d. If any portion of the property is not proposed to be included in the subdivision or any public dedication, that portion shall be identified as a remnant parcel. A draft subdivision or development plan shall be included showing how the proposed subdivision will provide needed access and utilities to serve future development of the remnant parcel.
   e. Proposed phasing

C. The following supplemental information shall be required for all Planned Development Preliminary Plan applications:

1. Proposed uses on the property, including sites, if any, for attached dwelling units, recreational facilities, parks and playgrounds or other public or semi-public uses, with the purpose, condition and limitations of such reservations clearly indicated.

2. Designation of the location of the building pads, or areas, or setback lines or setback standards for all buildings to be constructed.
3. Architectural renderings of the proposed residential and commercial buildings and structures
4. The approximate location and dimensions of all commercial, mixed-use, or multi-family structures proposed to be located on the site.
5. Calculations justifying the proposed density of development as required by Chapter 17.60.
6. Landscaping plan indicating location of existing vegetation and proposed improvements.
7. Statement of improvements to be made or installed including streets, sidewalks, bikeways, trails, lighting, tree planting, landscaping, and time such improvements are to be made or completed.
8. Written statement outlining proposals for ownership and maintenance of all open space areas and any commonly owned facilities.

17.110.040 DECISION CRITERIA - SUBDIVISION

A. Each parcel shall satisfy the dimensional standards of the applicable zone, unless a variance from these standards is approved.

B. The parcels shall meet the Development Standards for Land Division of Chapter 17.58.

C. Existing buildings shall comply with the setback requirements of the applicable zone, unless a variance from the requirements is approved.

D. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped or landlocked, consideration will be given to extending appropriate access to those properties in accordance with adopted City policy.

17.110.050 DECISION CRITERIA – PLANNED DEVELOPMENT

Approval of a Planned Development shall require compliance with the following:

A. Conformance with provisions of Chapter 17.60 (Purpose Statement) and Chapter 17.110 (Objectives of this Chapter).

B. The proposal shall comply with the applicable development and layout provisions contained in Chapter 17.60.

C. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped or landlocked, consideration will be given to extending appropriate access to those properties in accordance with adopted City policy.

17.110.050 FINAL PLAT REQUIREMENTS

A. The final plat shall be submitted to The City in a form and with information consistent with Linn County survey and map standards and State laws regarding plats of record and surveys. Where the Development Code directly conflicts with State or County laws, codes or regulations, the provisions of the State and County laws, codes or regulations shall apply.

B. The applicant shall submit two identical reproducible copies of the final plat for signature. The plats shall be mylar, meeting the requirements of the County Surveyor.

C. All monumentation shall meet the requirements of State law including provisions for post-monumentation.

D. Endorsements required: The following endorsements represent the minimum required for a final plat. Additional endorsements required by State or County, or City laws, codes or regulations shall also be supplied. Signature blanks for these endorsements shall be provided on the final plat.

1. City Manager or designee.
2. Public Works Director or designee
3. Signature blanks for the Mayor with acceptance declaration for dedications of land to public use (other than public utility easements).

E. Supplemental Information with Final Plat:

1. An amended title report or subdivision guarantee, as appropriate, issued by a title insurance company in the name of the owner of the land, showing all parties with a title or interest in the property and whose consent is necessary, as well as all existing easements, restrictions, covenants and other encumbrances pertaining to the subject property.
2. Copy of any dedication requiring separate documents.
3. Where applicable, all Homeowner's Agreements, Articles and By-Laws shall be submitted with the final plat for review by the City Attorney.

a. The final plat shall not be approved by The City until the Homeowner's Association Agreement, Articles and By-Laws are approved.
b. The Homeowner's Association Agreement shall be consistent with State law, including ORS 94.
c. A Certificate of Formation of a non-profit corporation for the Homeowner's Association, with a State Seal, shall be submitted with the final plat for review by The City.
d. Signed, original documents of the Homeowner's Association Agreement, Articles and By-Laws and the certificate of Formation shall be recorded with the final plat.

4. Maintenance Agreements for common property or common access easements shall be submitted with the final plat for review by the City Attorney.

17.110.060 PROCESS FOR FINAL PLAT APPROVAL

A. Within two years of the Final Decision, a final approved plat (or first phase) shall be recorded with the County. If the first phase final plat is not recorded within two years, the preliminary approval shall lapse and a new application shall be required. All phases of an approved plat shall be recorded within 10 years of the final date of decision.

B. A final plat shall be submitted to the City Manager. After the final plat has been submitted, the City Staff shall review and compare it with the approved tentative plat to ascertain whether the final plat conforms substantially to the approved tentative plat and with such conditions of approval as may have been imposed.

C. No final plat shall be approved unless:

1. The plat is in substantial conformance with this Development Code and the provisions of the tentative plat as approved, including any conditions imposed in connection therewith;
2. The plat contains land free and clear of all liens and encumbrances. All dedications to the public of all public improvements, including but not limited to streets, roads, bikeways, sidewalks, paths, and sewage disposal and water supply systems, the donation of which is required by this Development Code or was made a condition of the approval of the tentative plat;
3. Any common areas or improvements to be held jointly by the future owners of the lots or by a Home Owners Association are indicated on the plat with the appropriate references to the structure of

ownership. Any bylaws or agreements subject to approval by The City will be approved before the City Manager signs the plat.

4. The City has received adequate assurances that the applicant has agreed to make all public improvements which are required as conditions of approval of the tentative plan, including but not limited to streets, alleys, pedestrian ways, bikeways, storm drainage, sewer and water systems. The provisions for providing adequate assurance are found in the Public Works Design Standards.

D. If The City finds that conditions specified in subsection C. of this section have not been met, the applicant shall be advised of the changes that must be made and afforded the opportunity to comply. Rejection of a final plat shall not affect the tentative plan approval.

E. When The City finds that the final plat is in substantial conformity to the approved tentative plan and is otherwise in lawful form, the City Manager shall sign and date all two reproducible copies of the plat.

F. Following endorsement of the plat by the City Manager, and the City Engineer, the applicant shall submit the plats to the Linn County Surveyor for final review and compliance with applicable state and county regulations.

G. Effective Date for Final Plat Approval. The approval process for a development shall become final upon the recording of the approved final plat together with any required documents with the County. Approved final plats shall become void one year after final City approval if they are not recorded.

17.112 COMPREHENSIVE PLAN MAP AMENDMENT

17.112.010 APPLICABILITY

The Comprehensive Plan Map designates property for long term development purposes. A Plan Map amendment is required to change the designation of property.

17.112.020 PROCESS

Amendments to the Comprehensive Plan map shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

17.112.030 APPLICATION

An application for a map amendment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128.

17.112.040 SUBMITTAL REQUIREMENTS

The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Comprehensive Plan map amendment.

17.112.050 DECISION CRITERIA

Plan map amendment proposals shall be approved if the applicant provides evidence substantiating the following:

A. All information and analysis must justify the proposed change relative to the Map designation to which the property is proposed to change, and to the Map designation from which the property is changing. The analysis must address the impacts from decreasing acreage of one map designation and increasing acreage for the proposed map designation.

B. Compliance is demonstrated with the Statewide Land Use Planning Goals and Guidelines and any relevant Administrative Rules applying to the subject properties or to the proposed land use designation. If the proposed designation requires an exception to the Goals, the applicable criteria in the Land Conservation and Development Commission (LCDC) Administrative Rules for the type of exception needed shall also apply.

C. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated.

D. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan.

E. The Plan provides more than the projected need for lands in the existing land use designation.

F. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity or significantly adversely affect existing or planned uses on adjacent lands.

G. Public facilities and services, including transportation facilities, necessary to support uses allowed in the proposed designation are available, or, will be available in the near future.

17.114 ZONE MAP AMENDMENT

17.114.010 APPLICABILITY

The Zone Map establishes zone for individual properties. A zone change approval is required to change the zoning of any property.

17.114.020 PROCESS

Zone changes shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

17.114.030 APPLICATION

An application for a zone change shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128.

17.114.040 SUBMITTAL REQUIREMENTS

The applicant shall submit an application and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Zone Map amendment.

17.114.050 DECISION CRITERIA

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.

B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.

D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.

17.116 TEXT AMENDMENTS

17.116.010 PROCESS

Amendments to the Comprehensive Plan and Development Code texts shall be reviewed as a Type IV application as specified in Chapter 17.128.

17.116.020 APPLICATION

A Plan or Development Code text amendment can only be initiated by the Planning Commission or City Council. Private citizens, however, may suggest text changes. Upon direction of either the Planning Commission or City Council, City staff shall establish a file and set a schedule to review the proposed changes. Notice shall be subject to the provisions in Chapter 17.128.

17.116.030 DECISION CRITERIA

Amendments to the Comprehensive Plan or Development Code text shall be approved if the evidence can substantiate the following:

A. The proposed amendment will not adversely impact the following:

1. Traffic generation and circulation patterns;
2. Demand for public facilities and services;
3. Level of park and recreation facilities;

B. A demonstrated need exists for the proposed amendment.

C. The proposed amendment complies with all applicable Statewide Planning Goals and administrative rule requirements. In addition, amendments to the Development Code shall conform with applicable City Comprehensive Plan policies.

D. The amendment is appropriate as measured by at least one of the following criteria:

1. It corrects identified error(s) in the provisions of the plan.
2. It represents a logical implementation of the plan.
3. It is mandated by changes in federal, state, or local law.
4. It is otherwise deemed by the City Council to be desirable, appropriate, and proper.

17.118 ANNEXATIONS

17.118.01 AUTHORITY OF CITY TO ANNEX

The boundary of The City may be extended by the annexation of territory not currently within The City but located within the urban growth boundary and contiguous to The City or separated from it by a stream or right-of-way only.

17.118.02 PROCESS

Annexations shall be reviewed in accordance with the requirements of ORS 222.111 through 222.183 as may be amended, and The City's Type IV review procedures specified in Chapter 17.128. A concurrent development proposal is not required to annex property.

17.118.03 APPLICATION

An application for an annexation shall be filed with The City and accompanied by the appropriate fee. Requirements for an application are found in ORS 222.111 through 222.183 as may be amended. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of both the Statute and this Section. Notice shall be subject to the provisions in Statute and Chapter 17.128.

17.118.04 DECISION CRITERIA

Annexation shall be approved if the evidence can substantiate the following:

A. The property abuts The City limits.

B. Public facilities are available or can be extended in the future to serve the property.

C. Public access is available or may be extended in the future to serve the property.

17.118.05 EFFECTIVE DATE OF ANNEXATION

The annexation shall be complete from the date of filing with the Secretary of State as provided in ORS 222.150, 222.160, 222.170, 111.900 and the requirements of this Chapter. Thereafter, the annexed territory shall be and remain part of The City. The date of such filing shall be the effective date of annexation.

17.118.06 ZONE DESIGNATION OF ANNEXED PROPERTY

Unless a request to amend the Comprehensive Plan map and Zone map is made in conjunction with the annexation, the City Council shall establish a zone that corresponds to the underlying plan designation.

17.120 GENERAL ADMINISTRATIVE PROVISIONS

17.120.010 MULTIPLE APPLICATIONS

Applications for more than one land use action and permit for the same property may, at the applicant's discretion, be heard or reviewed concurrently. Multiple land use requests involving different processing Types shall be heard and decided at the higher processing Type. For example, an application involving a Conditional Use (Type III) with an Adjustment (Type II) shall be reviewed and decided as a Type III request.

17.120.020 GENERALIZED AREA

Applications involving multiple properties may be aggregated if, in the opinion of the City Manager or designee, a better understanding of the entire land use proposal is served by combining requests. A Final Decision, unless appealed, shall be granted for each request and each request is appealable individually.

17.120.030 APPLICATION FORMS

All applications shall be on forms supplied by The City and include the necessary requirements, submittal information and fees.

17.120.040 TIME LIMIT

A. The City shall take final action on all land use actions, limited land use actions or zone change applications including all appeals, within 100 days of completion of the application for all applications listed under O.R.S. 197.311 or within 120 days of completion of the application for all other land use actions, limited land use actions or zone change applications that do not also require a comprehensive plan amendment. Applications or appeals which require consideration by agencies or entities outside the City jurisdiction are excepted from this deadline. The 120-day deadline may be extended at the request of the applicant.

B. If an application is incomplete, The City shall notify the applicant within 30 days of receipt of the application and allow the applicant to submit the missing information. If the applicant refuses to submit the missing information, the application shall be deemed incomplete and no further action shall be taken. If the applicant agreed to supply the missing

information, the application shall be deemed complete for the purpose of subsection A of this section when the missing information is supplied.

C. If the application was complete when first submitted, or if the applicant supplies requested additional information within 180 days of initial submittal, approval or denial of the application shall be based upon the standards and conditions which were in effect at the time of submittal.

D. If for any reason it appears that a final action may not be completed within the 120-day period, and unless the time period is voluntarily extended by the applicant, the following procedures shall be followed regardless of other processes set forth elsewhere in this Development Code.

1. The City staff shall notify the City Council of the timing conflict by the 85th day. The Mayor shall set a time for an emergency meeting within the 120-day period.
2. Public notice shall be mailed to affected parties as specified in Chapter 17.126 except the notice shall be for a period of 10 days
3. The City Council shall hold in a public hearing on the specified date, in accordance with the provisions of Chapter 17.132 and render a decision approving or denying the request within the 120-day period. Such action shall be the final action by The City on the application.

E. If an application is not acted upon within the time period specified in subsection A. of this section:

1. The City shall refund to the applicant either the unexpended portion of any application fees previously paid or 50% of the total amount of the fees, whichever is greater.
2. The applicant may apply in the Circuit Court of Linn County for a writ of mandamus to compel The City to issue the approval.

17.120.050 NATURE OF APPEAL HEARINGS

Any Planning Commission or City Council hearing on an appeal shall be held *de novo*, meaning new testimony may be submitted along with the existing record.

17.120.060 NOTICE

All mailed notices shall include an affidavit confirming the date and time the notice was mailed along with a list of those to receive notice. Failure to receive a notice shall not invalidate the mailed notice.

17.122 TYPE I APPLICATION AND REVIEW PROCEDURES

17.122.010 PROCEDURE FOR TYPE I ACTION

A. Decision Authority. Applications subject to a Type I review shall be reviewed and decided by the City Manager or designee.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Decision. The City Manager or designee shall review the application and shall make a decision based on an evaluation of the proposal and on applicable clear and objective standards as set forth in this Development Code.

D. Notice. Notice of the decision is provided only to the applicant.

E. Appeals. All Type I land use decisions may be appealed to the Planning Commission. The appeal shall be submitted within 12 days of the date the decision is mailed on forms provided by The City.

F. Planning Commission Hearing and Notice of Appeal. If a Type I decision is appealed, City staff shall schedule a hearing before the Planning Commission. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the original decision. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.130.

G. Planning Commission Action. The Planning Commission action on a Type I appeal shall be in the form of a decision. Within 7 days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

H. Appeals. All appeals of Type I land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed.

I. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type I decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision on appeal. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

J. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

K. Appeal of City Council Decision. All appeals heard by 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.

17.124 TYPE II APPLICATIONS AND REVIEW PROCEDURES

17.124.010 PROCEDURE FOR TYPE II ACTION

A. Decision Authority. Applications subject to a Type II procedure shall be reviewed and decided by the City Manager or designee.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Hearing Option. The City Manager or designee may request a public hearing before the Planning Commission. A public hearing may also be requested by the applicant. The procedures for conducting the public hearing shall comply with the standards in Chapter 17.130.

D. Notice. Before making a Type II decision, The City shall mail notice of the application to:

1. All owners of record of real property within 100-feet of the subject site.
2. Any person who submits a written request to receive a notice.
3. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with The City, or required by State statute.
4. The road authority, and rail authority and owner, when there is a proposed development abutting or affecting their transportation facility and allow the agency to review, comment on, and suggest conditions of decision for the application.
5. The City may notify other affected agencies, as appropriate, for review of the application.

E. The notice of a pending Type II decision in item E. above shall include the following:

1. Provide a 14-day period for submitting written comments before a decision is made on the land use application.
2. Identify the specific land use decisions or decisions requested.
3. Describe the street address or other easily understandable reference to the location of the site.
4. List the relevant decision criteria by name and number of Development Code sections.

5. State the place, date and time the comments are due, and the person to whom the comments should be addressed.
6. Include the name and telephone number of a contact person regarding the Administrative Decision.
7. State that if any person fails to address the relevant decision criteria with enough detail, they may not be able to appeal to the Land Use Board of Appeals or Circuit Court on that issue. Only comments on the relevant decision criteria are considered relevant evidence.
8. State that all evidence relied upon by The City to make this decision is in the public record, available for public review. Copies of this evidence can be obtained at a reasonable cost from The City. application
9. State that after the comment period closes, The City shall issue a decision. The decision shall be mailed to the applicant and to any person or agency who submitted written comments or who is otherwise legally entitled to notice.

F. Decision. The City Manager or designee shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Development Code.

G. Notice of Decision. Within five working days after a decision is made, a Notice of Decision shall be sent by mail to:

1. The applicant and all owners or contract purchasers of record of the site that is the subject of the application.
2. Any person or agency who submits a written request to receive notice, or provides comments during the application review period.
3. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with The City, and other agencies that were notified or provided comments during the application review period.

H. Appeals and Reconsideration. All Type II land use decisions may be appealed to the Planning Commission. The appeal shall be submitted within 12 days of the date the decision is mailed.

I. Planning Commission Hearing and Notice of Appeal. If a Type II decision is appealed, City staff shall schedule a hearing before the Planning Commission. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the original decision. This notice shall be mailed at least

10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

J. Planning Commission Action. The Planning Commission action on a Type II appeal shall be in the form of a decision. Within five working days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

K. Appeals. All appeals of Type II land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed on forms provided by The City.

L. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type II decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision on appeal. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

M. Notice of City Council Decision. Within five working days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

N. Appeal of City Council Decision. All appeals heard by 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.

17.124.020 CONDITIONS OF APPROVAL

A. Authorization for Conditions. Approvals of a Type II action may be granted subject to conditions. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall either

ensure compliance with the standards of the Development Code; or fulfill the need for public service demands created by the proposed use.

B. Timing of Conditions. Whenever practical, all conditions of approval required by The City shall be completed prior to the issuance of an occupancy permit. When an applicant demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, The City may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. Bonding shall comply with adopted City regulations and procedures.

C. Modify Conditions. A request to change or alter conditions of approval shall be processed as a new Type II action.

17.126 TYPE III APPLICATIONS AND REVIEW PROCEDURES

17.126.01 PROCEDURES FOR TYPE III ACTIONS

A. Decision Authority. Applications subject to a Type III procedure shall be reviewed and decided by the Planning Commission.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Planning Commission Hearing and Notification Area. City staff shall schedule a hearing before the Planning Commission. Written notice of the public hearing shall be mailed at least twenty (20) days prior to the hearing date to the applicant, owners of property within 300 feet of the boundaries of the subject property and to affected county and state agencies, including highways and roads. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. The notice of a pending Type III hearing shall include the following:

1. Explain the nature of the application.
2. Cite the applicable criteria from the Development Code.
3. Identify the location of the property.
4. State the date, time and location of the Planning Commission hearing.
5. Include the name of The City representative to contact and the telephone number where additional information may be obtained;
6. State that 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;
7. State that a copy of the application, all documents and evidence relied upon by the applicant and application criteria are available for inspection at no cost and a copy will be available at reasonable cost;

8. State that a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and a copy will be provided at reasonable cost;
9. Include a general explanation of the requirements for submission of testimony and the procedure for conduct of hearing.

E. Planning Commission Action. The Planning Commission action on a Type III request shall be in the form of a decision. Decisions are to be signed by the Planning Commission Chair or acting Planning Commission Chair. Within 7 days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

F. Appeals. All appeals of Type III land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed.

G. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type III decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

H. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

I. Appeal of City Council Decision. All appeals heard by 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.

17.126.020 CONDITIONS OF APPROVAL

A. Authorization for Conditions. Approvals of any Type III action may be granted subject to conditions. Conditions shall be designed to protect public

health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall either ensure compliance with the standards of the Development Code; or fulfill the need for public service demands created by the proposed use.

B. Timing of Conditions. Whenever practical, all conditions of approval required by The City shall be completed prior to the issuance of an occupancy permit. When an applicant demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, the City Manager or designee may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. Bonding shall comply with adopted City regulations and procedures.

C. Modify Conditions. A request to change or alter conditions of approval shall be processed as a new Type III action.

17.126.030 CALL UP BY THE CITY MANAGER

A. After consultation with the City Attorney, the City Manager may call up a decision by the Planning Commission on a quasi-judicial land use application for review by the City Council.

B. On receiving a call by the City Manager, the Community and Economic Development Department shall provide to the City Council the application and all other documents constituting the entire record for the quasi-judicial land use request.

C. The City Manager shall set a date and time for a public hearing before the City Council to consider the call under the notice of public hearing per Chapter 17.126.01 and the process listed in Chapter 17.132. The decision resulting from this public hearing by the City Council shall constitute the final City decision.

D. A call by the City Manager stays all proceedings by all parties in connection with the matter until the City Council has made a decision on the application.

17.128 TYPE IV APPLICATIONS AND REVIEW PROCEDURES

17.128.010 PROCEDURES FOR TYPE IV ACTIONS (QUASI-JUDICIAL)

A. Decision Authority. Zone Changes and Comprehensive Plan Map amendments initiated at the request of a property owner are quasi-judicial applications and subject to a Type IV procedure and shall be reviewed and decided by the City Council with the recommendation of the Planning Commission.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Planning Commission Hearing and Notice. City staff shall schedule a hearing before the Planning Commission. The City Council and Planning Commission hearings can be combined if approved by the Mayor. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Notice of the public hearings before the Planning Commission and City Council for a Type IV land use action, shall be published in a newspaper of general circulation in The City at least 20 days prior to each public hearing. Affected property owners within 300-feet of the subject property shall be notified by mail at least 20 days prior to the initial Planning Commission hearing. Mailed notice of a pending Type IV hearing shall include the following:

1. Identify the specific land use decisions or decisions requested.
2. Describe the street address or other easily understandable reference to the location of the site.
3. List the relevant decision criteria by name and number of Development Code sections.
4. State the place, date and time of the Planning Commission hearing.
5. Include the name and telephone number of a contact person regarding the Administrative Decision.

6. State that if any person fails to address the relevant decision criteria with enough detail, they may not be able to appeal to the Land Use Board of Appeals or Circuit Court on that issue. Only comments on the relevant decision criteria are considered relevant evidence.
7. State that all evidence relied upon by The City to make this decision is in the public record, available for public review. Copies of this evidence are available for inspection at no cost and a copy can be obtained at a reasonable cost.

E. Planning Commission Action. The Planning Commission action on a Type IV request shall be in the form of a recommendation to the City Council. Within 7 days of the Planning Commission decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the Planning Commission decision. The notice shall specify findings justifying the recommendation to approve or deny the request and any recommended conditions of approval.

F. City Council Hearing. Subsequent to the Planning Commission hearing, City staff shall schedule a hearing before the City Council. Notice shall be provided as per Chapter 17.126.01. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. The City Council and Planning Commission hearings can be combined if approved by the Mayor.

G. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval. City Council approval shall be in the form of an ordinance; a denial shall be in a form acceptable to the City Council.

H. 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.

I. Joint Notice Publication. The City has the option of publishing a single notice for both the Planning Commission and City Council hearings, provided the notice is set to publish at least 20-days prior to the Planning Commission hearing.

17.128.020 PROCEDURES FOR TYPE IV ACTIONS (LEGISLATIVE)

A. Procedures. Type IV legislative applications may be initiated by either a majority vote of the City Council or a majority vote of the Planning Commission. Citizens may suggest possible amendments to either body.

B. Time Limit. Type IV legislative actions are not subject to the 120-day time limit.

C. Agency Referrals. Referrals will be sent to interested agencies such as city departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Public Hearings by Planning Commission. A public hearing shall be held by the Planning Commission. Notice of the time, place and purpose of the Planning Commission's hearings shall be given by publication of a notice in a newspaper of general circulation in The City not less than 20 days prior to the date of hearing.

E. Planning Commission Action. The Planning Commission action on a Type IV legislative request shall be in the form of a recommendation to the City Council. Within 7 days of the Planning Commission decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the Planning Commission decision. The notice shall specify findings justifying the recommendation to approve or deny the request and any recommended conditions of approval.

F. Public Hearing by City Council. Following Planning Commission action, the City Council shall hold a public hearing to consider the Planning Commission's recommendation on proposed amendments. Notice of the time, place and purpose of the City Council hearings shall be given by publication of a notice in a newspaper of general circulation in The City not less than 10 days prior to the date of hearing.

G. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval. City Council approval shall be

in the form of an ordinance; a denial shall be in a form acceptable to the City Council.

H. Appeals. All Type IV land use decisions by 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.

I. Joint Hearing and Notice of Publication. The Planning Commission and City Council hearings can be combined if approved by the Mayor. The City has the option of publishing a single notice for both the Planning Commission and City Council hearings, provided the notice is set to publish at least 20-days prior to the Planning Commission hearing.

17.130 PUBLIC HEARING - PLANNING COMMISSION

17.130.01 GENERAL PROVISIONS

A. Timing. Land use actions which require a public hearing by the Planning Commission under the provisions of this Development Code shall be initially heard by the Planning Commission within 45 days of the receipt of an application which is deemed complete.

B. Planning Commission Decisions. The Planning Commission shall prepare and adopt written findings for approval or denial, and any conditions of approval. All decisions shall require an order.

C. Hearing Action. The Planning Commission may continue a public hearing for additional information, testimony, or for decision only, to its next regular meeting or to a special meeting. In no instance, however, shall the hearing be continued more than 30 days beyond the initial hearing date.

D. Continuance and Open Record. Unless there is a continuance, if a participant so requests before the conclusion of the initial evidentiary hearing, the record shall remain open for at least seven days after the hearing for the receipt of additional written testimony.

E. Type I and Type II Appeals. Appeal of a Type I or Type II action shall be heard by the Planning Commission. Findings of the Planning Commission on such appeals shall be final unless further appealed to the City Council

F. Type III Action. The decisions of the Planning Commission on applications for Type III actions shall be final unless appealed to the City Council.

G. Type IV Actions. The recommendations of the Planning Commission on applications for Type IV actions shall be referred to the City Council for final determination. Notice of the Planning Commission recommendation is required but shall not be subject to appeal.

17.130.020 PLANNING COMMISSION HEARING PROCEDURES

A public hearing before the Planning Commission shall be conducted under the following procedures unless modified by the Planning Commission for a specific hearing:

A. Open the public hearing and announce the purpose.

B. Call for abstentions and objections to jurisdiction; and, *ex parte* contacts, conflicts of interest or bias on behalf of the Planning Commission members.

C. Receive the staff report and recommendation.

D. Applicant addresses Planning Commission.

E. Those in favor of the application address the Planning Commission.

F. Those not in favor of the application address Planning Commission.

G. Those not necessarily in favor or opposed address the Planning Commission.

H. Clarifying questions of proponents and opponents from the Planning Commission directed through the Chair.

I. Applicant rebuttal.

J. Staff comments and recommendation based on the testimony.

K. Close of public testimony.

L. Deliberation of Planning Commission of findings of fact.

M. Decision of Planning Commission.

N. Close hearing.

17.130.030 EVIDENCE

A. Acceptance of Evidence. All evidence offered and not objected to may be received unless excluded by the Planning Commission on its own motion. Evidence may be received subject to a later ruling as to its admissibility.

B. Exclusion of Evidence. The Planning Commission may exclude irrelevant, unduly repetitious, immaterial or cumulative evidence; but erroneous admission of evidence by the Planning Commission shall not preclude action or cause reversal on appeal unless shown to have substantially prejudiced the rights of a party. Evidence may be received in written form.

C. Public Record. All evidence shall be offered and made a part of the public record in the case.

D. Use of Other Information. The Planning Commission may take notice of judicially recognizable facts, and members may take notice of general, technical or scientific facts within their specialized knowledge. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision unless appealed, of the material so noticed, and they shall be afforded an opportunity to contest the facts so noticed. The Planning Commission members may utilize their experience, technical competence and specialized knowledge in evaluation of the evidence presented.

E. Rights of Participants. Every party is entitled to an opportunity to present evidence, and all interested persons shall be allowed to testify.

F. LUBA Appeal. An issue which may be the basis for an appeal to the Land Use Board of Appeals (LUBA) may be raised not later than the close of the record at or following the final evidentiary hearing on the proposal before The City. Such issues shall be raised with sufficient specificity so as to afford the City Council or Planning Commission, and the parties, an adequate opportunity to respond to each issue.

G. *Ex parte* Contacts. Ex parte contacts with a member of the decision-making body shall not invalidate a final decision or action of said body. The member receiving the information shall report the information for the record at the hearing. The Chair shall allow rebuttal of the content at the first hearing where action will be considered or taken.

17.130.040 LIMITS ON ORAL TESTIMONY

The Planning Commission Chair may set consistent, reasonable time limits for oral presentations to the end that parties are encouraged to submit as much evidence as possible in writing prior to the hearing.

17.130.050 EXHIBITS

All exhibits received shall be marked so as to provide identification upon review. Such exhibits shall be retained by The City.

17.130.060 RECORD OF HEARING

A record of the proceeding shall be made by written, mechanical or electronic means.

17.132 REVIEW AND PUBLIC HEARINGS BY CITY COUNCIL

17.132.010 GENERAL PROVISIONS

A. Timing. All hearings or reviews required by the City Council shall be heard within 30 days of the Planning Commission's written decision or appeal request. In no instance, however, shall this period extend the date of the hearing and final action beyond 120 days from the date of the initial submission of a complete application, unless voluntarily agreed to by the applicant.

B. City Council Decisions. The City Council shall prepare and adopt written findings for approval or denial, and any conditions of approval, within 14 days of the hearing by the City Council. In no case, however, shall this decision and the preparation of written findings extend beyond 120 days from the date of initial submittal of a complete application, unless voluntarily agreed to by the applicant. Amendments to adopted maps and texts shall require an ordinance; other decisions shall require an order.

17.132.020 CITY COUNCIL REVIEW OF APPEALS

A. Appeals. The City Council shall hear the appeals of Planning Commission decisions, including appeals of Type II decisions rendered by staff and appealed to the Commission. the City Council action on such appeals shall be the final action of The City on the request.

B. Submission of New Testimony and De Novo Hearings. The City Council shall admit additional testimony and other evidence by holding a de novo hearing. The hearing procedures shall be the same as for a Planning Commission hearing found in Chapter 17.130.020. Further, submittal and review of evidence shall comply with provisions in Chapter 17.130.030.

C. City Council Action. The City Council may affirm, rescind, or amend the action of the Planning Commission and may grant approval subject to conditions necessary to carry out the decision. The City Council may also remand the matter back to the Planning Commission for additional information, subject to the agreement of the applicant to extend the 120-day review period.

Section 3. Table 11 of the Sweet Home Comprehensive Plan, titled “Comprehensive Plan Land Designations for Economic Development,” is amended such that the term “Recreation Commercial” is changed to “Mixed Use Employment.”

Section 4. The City of Sweet Home Comprehensive Plan map is amended such that all properties currently designated “Planned Recreation Commercial” are now designated “Mixed Use Employment.”

Section 5. The City of Sweet Home Zoning map is amended such that all properties currently zoned “R-3 (Medium Density Residential)” are now designated “R-2 (Medium Density Residential),” and all properties currently zoned “R-2 (High Density Residential)” are now designated “R-3 (High Density Residential).”

Section 6. The City of Sweet Home Zoning map is amended such that all properties currently zoned “R-4 (Mixed Use Residential)” are now designated “MU (Mixed Use).”

Section 7. The City of Sweet Home Zoning map is amended such that all properties currently zoned “RMT (Residential Industrial Transition)” are now designated “R-2 (Medium Density Residential).”

Section 8. Any violations of the repealed code titles that happened before the effective date of this ordinance, may be enforced, prosecuted and/or abated using the former code provisions, unless the new SHMC provisions invalidate the violation.

Section 9. Should any section, clause, or provision of this ordinance be declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the Ordinance as a whole or of the remaining sections. Each section, clause, and phrase are declared severable.

Section 10. This ordinance takes effect and becomes operative 30 days after the day on which it is passed by the Council.

PASSED by the Council and approved by the Mayor this __ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Manager - Ex Officio City Recorder

ORDINANCE BILL NO. 6 FOR 2022

ORDINANCE NO. 1306

AN ORDINANCE ANNEXING TERRITORY WITHIN THE URBAN GROWTH BOUNDARY AND AMENDING THE OFFICIAL ZONING MAP AND DECLARING A NEED FOR AN EXPEDIENCY CLAUSE

WHEREAS, the applicant, Katherine E. Thrash, applied for Annexation and Zone Change, application AX ZC22-01, and requested a zone map change for an area consisting of 174,896 square feet (3.97 acres) located at 1118 47th Avenue, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from Linn County's Urban Growth Area-Farm/Forest Zone to the City of Sweet Home's Low Density Residential (R-1) Zone. The subject property is identified on the Linn County Assessor's Map as 13S01E33D Tax Lot 03800; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on September 1, 2022 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 September 1, 2022 meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on September 13, 2022, with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The City Council approved this application by motion at their September 13, 2022 meeting; and

WHEREAS, the proposed annexation and R-1 zoning is needed to connect the subject property to City water and sewer services;

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 annexation and zone change application AX ZC22-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.20.020 as the City Zoning Map including all subsequent amendments, for an area consisting of 174,896 square feet (3.97 acres) located at 1118 47th Avenue, Sweet Home, OR 97386.; and identified on the Linn County Assessor's Map as 13S01E33D Tax Lot 03800. The Official Zoning Map shall be amended from Linn County's Urban Growth Area-Farm/Forest Zone to the City of Sweet Home's Low Density Residential (R-1) Zone for the subject property as shown on Exhibit B.

Section 3: Expediency Clause. Whereas there is a possibility of a failed septic system, it is in the best interest of the residents of the City to complete the annexation of the subject property in an expedient manner. It is hereby adjudged and declared that an emergency exists, and existing conditions are such that this ordinance is needed to be immediately enforced upon its passage. Therefore, this ordinance shall take effect and be in full force and effect from and after its passage and approval.

Passed by the Council and approved by the Mayor this _____ day of _____ 2022.

_____

Mayor

ATTEST:

_____

City Manager - Ex Officio City Recorder

Exhibit A to Order of Approval for AX ZC22-01

The review and decision criteria for a conditional use permit are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Criteria for Annexation Request: AX 22-01

A. Upon receiving any petition for annexation of territory to the city, or before initiating any such action on its own motion, the Council shall refer the proposal for annexation to the Planning Commission for its consideration and recommendation. [SHMC 17.104.010(A)]

Staff Findings: The subject property is located with the City's UGB, and annexation would bring the subject property into the City limits. The Planning Commission will consider this matter on September 1, 2022.

B. The Planning Commission shall review the proposal for annexation, hold such hearings as it deems proper, make such finding of facts as it deems proper and make recommendations to the Council. [SHMC 17.104.010(B)]

C. ORS 222.120. Procedure for annexation without election; hearing; ordinance subject to referendum. [Relevant Sections]

- **a. Except when expressly required to do so by the city charter, the legislative body of a city is not required to submit a proposal for annexation of territory to the electors of the city for their approval or rejection.** [ORS 222.120(1)]
- **b. When the legislative body of the city elects to dispense with submitting the question of the proposed annexation to the electors of the city, the legislative body of the city shall fix a day for a public hearing before the legislative body at which time the electors of the city may appear and be heard on the question of annexation.** [ORS 222.120(2)]
- **c. The city legislative body shall cause notice of the hearing to be published once each week for two successive weeks prior to the day of hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for a like period.** [ORS 222.120(3)]
- **d. After the hearing, the city legislative body may, by an ordinance containing a legal description of the territory in question:** [ORS 222.120(4)]
  - **i. Declare that the territory is annexed to the city where electors or landowners in the contiguous territory consented in writing to such annexation, as provided in ORS 222.125 or 222.170, prior to the public hearing held under subsection (2) of this section;** [ORS 222.120(4)(b)]

Staff Findings: The provisions of SHMC 17.104.010 do not require that this annexation proposal be submitted to the electors of the City for their approval or rejection. The Planning Commission will hold a public hearing on September 1, 2022 and will make a recommendation to the City Council. The City Council will hold a hearing on this matter on September 13, 2022 at 6:30 PM.

Notice of both public hearings will be published in the New Era Newspaper on July 20, 2022 and August 31, 2022. Notice of the public hearing was posted in four city locations: City Hall, City Library, Post Office, and the community bulletin board at the northeast corner of 18th Ave and Long Street.

If this annexation is approved, the City will follow the procedures for adopting an ordinance and providing notification to affected parties as describes in the SHMC and ORS 222.

D. In the event that the Council finds that immediate action is necessary to initiate proceedings for annexation, either before the proposal is referred to the Planning Commission, or before recommendations are received from the Planning Commission, the Council may proceed, but the Planning Commission shall be promptly advised, so that it may have an opportunity to make recommendations to the Council during the Council proceedings. [SHMC 17.104.010(C)]

Staff Findings: The Planning Commission will review this application and make a recommendation to City Council. The applicant did not request that immediate action be taken under this section. Staff recommends that the Planning Commission make a recommendation on this matter at their September 1, 2022 meeting so that the City Council may consider the recommendation at their September 13, 2022 hearing.

E. When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies. [ORS 222.111(1)]

F. A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed. [ORS 222.111(2)]

G. A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation. [OAR 660-014-0060]

Staff Findings: The subject property is contiguous to the city limits of Sweet Home to the south and to the north. The north property line borders Kalmia Street, which is within the jurisdiction of the City of Sweet Home; however, the southern portion of the subject property in located in Linn County. This is considered contiguous under ORS 222.111(1).

The SHMC does not provide specific criteria for annexations; however, as discussed below, the City of Sweet Home Comprehensive Plan requires that upon annexation that the zoning of the subject property be changed to a City zoning classification that is consistent with the Sweet Home Comprehensive Plan Map. This application for an annexation is therefore linked to the application for a zone change. For this reason, staff recommends that these applications be either both approved, or both denied. This annexation proceeding was initiated at the request of the property owner.

This annexation decision will be made in conformance with the City's acknowledged comprehensive plan; and therefore, would comply with the Oregon Statewide Planning Goals pursuant to OAR 660-014-0060.

Criteria for Zone Change Request: ZC 22 -01

H. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

a. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]

i. Upon annexation, all lands shall be zoned consistently with the Comprehensive Plan and its designations and should be based on public need, special studies or other information which will serve as the factual basis to support the change. [SHCP Chapter 2; Land Use Element, Policy 16]

ii. Table 1. Summary of Comprehensive Plan Land Use Designations

Land Use Designation	Purpose
Low Density Residential	**To provide appropriate lands for low density, single-family homes. This category has the lowest density of the residential designations, providing larger lots for single-family homes.**

The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will guide the uses and standards for the corresponding zone in the Zoning Code. [SHCP Chapter 2; Land Use Element, Portion of Table 1: Summary of Comprehensive Plan Land Use Designations]

Staff Findings: The Comprehensive Plan Map Designation of the subject property is Low Density Residential. See Attachment B. The goals and polices of the Comprehensive Plan are implemented through the application of zoning that implements the Comprehensive Plan Map designation of the property. The Low Density Residential (R-1) Zone implements the Low Density Residential Comprehensive Plan Map designation.

Based on a review of the Sweet Home Local Wetlands Inventory Map and the National Wetlands Inventory Map, the subject property does not contain inventoried wetlands. As a result, it would not be appropriate to apply the Natural Resources Zone to the property. The subject property is located outside of the 100-year floodplain.

Based on the above findings, the application of the R-1 Zone to the subject property would be consistent with the goals and policies of the Comprehensive Plan. The application complies with this criterion.

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; [SHMC 17.12.025(B)]

Staff Findings: The subject property is located within the City's Urban Growth Boundary, which has been identified as the planned location for urban development in the City. The subject property is contiguous to the Sweet Home City Limits. For these reasons, staff finds that the application complies with this criterion.

c. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]

Staff Findings: The Engineering Department provided comments to this annexation and zone change proposal which are included in Section II of the Staff Report. The subject property is currently served by City sewer. The applicant is seeking to include Russell Tract 31, property described in Tax Lot 3800 and connect to City water. Costs associated with the extension of water and other services would be the responsibility of the property owner. The staff engineer's comments were amended on September 2, 2002 as follows: In the Annexation request for 1118 47th Avenue, CEDD-ES needs to clarify that the property has city sewer service available in 47th Avenue. At this time however, the property is not connected for use, and is on a private septic system. Water is available also at the corner of 47th Avenue and Kalmia Street, but also is not currently connected.

The subject property contains approximately 3.97-acres; and if approved, it would be possible to divide the property into lots as small as 8,000 square feet through a future subdivision or partition application process. The applicant has not requested a subdivision or partition at this time. If the applicant seeks to divide the property in the future, approval of those applications may require sidewalk or road improvements as required under the Sweet Home Municipal Code. A host of other development permits may also be required upon future development of the property; however, no specific development has been proposed at this time.

The subject property contains one single-family dwelling and accessory structures. Utilities and services could be efficiently provided to the subject property.

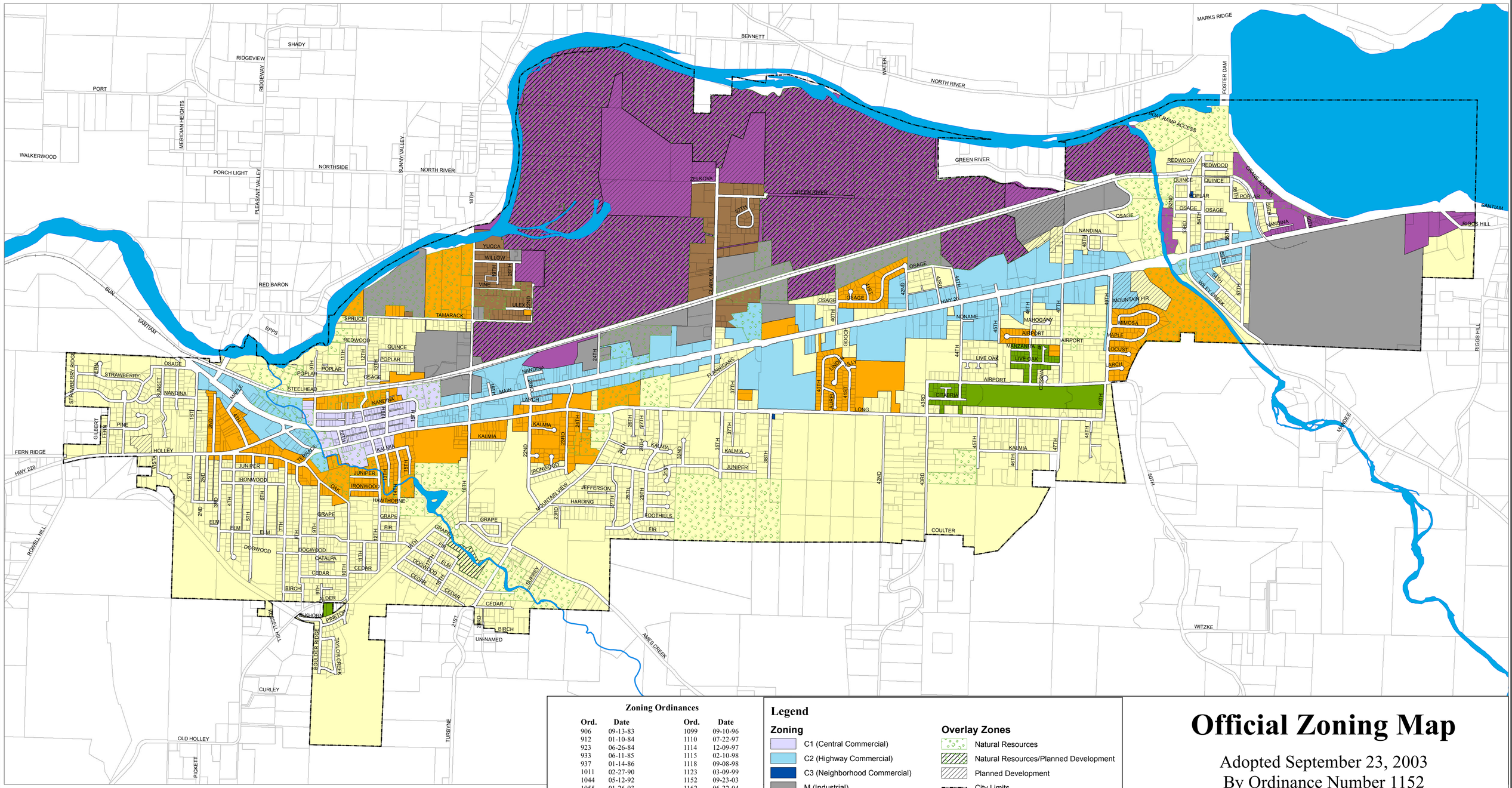
d. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals. [SHMC 17.12.025(D)]

Staff Findings: This criterion does not apply to a zone change, because the proposal does not require an amendment to the City's Comprehensive Plan Map. The Comprehensive Plan Map designates the subject property as Low Density Residential, and the applicant is proposing to apply the corresponding

Low Density Residential (R-1) zone. The proposed zoning is consistent with the City's Comprehensive Plan; which has been acknowledged to be consistent with the Statewide Planning Goals.

EXHIBIT B

Sweet Home Zoning



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Reproduced by PR 3/26/15 from original by SV 01/09/09

Created By:

City of Sweet Home
Community Development

541-367-8113

Zoning Ordinances

Ord.	Date	Ord.	Date
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1011	02-27-90	1123	03-09-99
1044	05-12-92	1152	09-23-03
1055	01-26-93	1162	06-22-04
1060	06-22-93	1169	03-22-05
1069	04-26-94	1178	01-10-06
1070	04-26-94	1181	03-14-06
1080	11-08-94	1192	07-24-07
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1102	04-22-97	1206	12-25-08
1105	05-27-97		

Legend

Zoning

- C1 (Central Commercial)
- C2 (Highway Commercial)
- C3 (Neighborhood Commercial)
- M (Industrial)
- R1 (Low Density Residential)
- R2 (High Density Residential)
- R3 (Medium Density Residential)
- RC (Recreation Commercial)
- RMT (Residential Industrial Transition)

Overlay Zones

- Natural Resources
- Natural Resources/Planned Development
- Planned Development
- City Limits
- Taxlots
- Lakes, Rivers, Streams
- Railway

Official Zoning Map

Adopted September 23, 2003
By Ordinance Number 1152
Updated by Later Zoning Ordinances

0 — 0.5 — 1 Miles

1 inch equals 0.16 miles

452

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

Staff Report Presented to the Planning Commission

REQUEST: This is an application to annex an approximately 174,896 square foot (3.97-acre) property, located in the City of Sweet Home's Urban Growth Boundary, into the City limits of Sweet Home. The application also requests to change the zoning of the property from Linn County's Urban Growth Area-Farm/Forest Zone to the City of Sweet Home's Low Density Residential (R-1) Zone.

APPLICANT/ PROPERTY OWNER:	Katherine E Thrash
FILE NUMBERS:	AX ZC 22-01
PROPERTY LOCATION:	1118 47th Avenue, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E33D Tax Lot 3800.
REVIEW AND DECISION CRITERIA:	Sweet Home Municipal Code Section(s): 17.104.010 and 17.12.025; ORS 222.111
PLANNING COMMISSION HEARING DATE &TIME:	September 1, 2022 at 6:30 PM
CITY COUNCIL HEARING DATE &TIME:	September 13, 2022 at 6:30 PM
LOCATION OF BOTH HEARINGS:	City Hall Council Chambers 3225 Main Street, Sweet Home, Oregon 97386
STAFF CONTACT:	Angela Clegg, Associate Planner Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov
REPORT DATE:	August 25, 2022

I. PROJECT AND PROPERTY DESCRIPTION

This is an application to annex an approximately 174,896 square foot (3.97-acre) property located in the City of Sweet Home's Urban Growth Boundary into the City limits of Sweet Home. The application also requests to change the zoning of the property from Linn County's Urban Growth Area-Farm/Forest Zone to the City of Sweet Home's Low Density Residential (R-1) Zone.

The proposed annexation, if approved, would modify the City Limit line to incorporate the subject property. The applicant is seeking annexation in order to include Russell Tract 31, property described in Tax Lot 3800 and connect to City water services.

ZONING AND COMPREHENSIVE PLAN DESIGNATIONS:

Property	Zoning Designation	Comprehensive Plan Designation
Subject Property	Current: Linn County UGA-Farm/Forest Proposed: Low Density Residential (R-1)	Low Density Residential
Property North	Low Density Residential (R-1)	Low Density Residential
Property East	Linn County UGA-Farm/Forest and Low Density Residential (R-1)	Low Density Residential
Property South	Linn County UGA-Farm/Forest and Low Density Residential (R-1)	Low Density Residential
Property West	Low Density Residential (R-1)	Low Density Residential

Floodplain: Based on a review of the FEMA FIRM Maps; Panel 41043C0918G dated September 29, 2010, the subject property is not located in the 100-year floodplain.

Wetlands: The subject property does not contain wetlands on the Sweet Home Local Wetland Inventory. The property also does not contain wetlands identified on the National Wetlands Inventory (NWI) Map.

Services: The subject property is currently served by City sewer. The Subject Property has access to City water and sewer.

The subject property has frontage along 47th Avenue and Kalmia Street.

PROCESS AND NOTICE TIMELINES:

Application Received:	July 6, 2022
DLCD 35-Day Notice:	July 6, 2022
Mailed Notice:	July 11, 2022
Notice Published in New Era:	July 20, 2022
Planning Commission Hearing:	September 1, 2022
City Council Hearing:	September 13, 2022
120-Day Completion Deadline:	November 8, 2022

Mailed notice was sent to property owners and residents within 300 feet of the property as well as applicable service agencies and interested parties. Notice was provided as required by SHMC 17.12.120 and ORS 222.120(3).

II. COMMENTS

Adam Leisinger Building Division:	Building Program has no issues with this request for Annexation.
Trish Rice Public Works:	The Public Works Department has no issues with this request for Annexation.
Joe Graybill Engineering Division:	Regarding the annexation request for the property at 1118 47th Ave, CEDD-ES have no concerns. Portions of the property are already within the City Limits and the residence has been receiving city sewer service.
Linn County:	No comments as of the issue of this Staff Report.
Fire Department:	No comments as of the issue of this Staff Report.
Public Comments:	No comments as of the issue of this Staff Report.

III. REVIEW AND DECISION CRITERIA

The review and decision criteria for a conditional use permit are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Criteria for Annexation Request: AX 22-01

A. Upon receiving any petition for annexation of territory to the city, or before initiating any such action on its own motion, the Council shall refer the proposal for annexation to the Planning Commission for its consideration and recommendation. [SHMC 17.104.010(A)]

Staff Findings: The subject property is located with the City's UGB, and annexation would bring the subject property into the City limits. The Planning Commission will consider this matter on September 1, 2022.

B. The Planning Commission shall review the proposal for annexation, hold such hearings as it deems proper, make such finding of facts as it deems proper and make recommendations to the Council. [SHMC 17.104.010(B)]

C. ORS 222.120. Procedure for annexation without election; hearing; ordinance subject to referendum. [Relevant Sections]

- **a. Except when expressly required to do so by the city charter, the legislative body of a city is not required to submit a proposal for annexation of territory to the electors of the city for their approval or rejection.** [ORS 222.120(1)]
- **b. When the legislative body of the city elects to dispense with submitting the question of the proposed annexation to the electors of the city, the legislative body of the city shall fix a day for a public hearing before the legislative body at which time the electors of the city may appear and be heard on the question of annexation.** [ORS 222.120(2)]
- **c. The city legislative body shall cause notice of the hearing to be published once each week for two successive weeks prior to the day of hearing, in a newspaper of general circulation in the city, and shall cause notices of the**

hearing to be posted in four public places in the city for a like period. [ORS 222.120(3)]

d. **After the hearing, the city legislative body may, by an ordinance containing a legal description of the territory in question:** [ORS 222.120(4)]
    i. **Declare that the territory is annexed to the city where electors or landowners in the contiguous territory consented in writing to such annexation, as provided in ORS 222.125 or 222.170, prior to the public hearing held under subsection (2) of this section;** [ORS 222.120(4)(b)]

Staff Findings: The provisions of SHMC 17.104.010 do not require that this annexation proposal be submitted to the electors of the City for their approval or rejection. The Planning Commission will hold a public hearing on September 1, 2022 and will make a recommendation to the City Council. The City Council will hold a hearing on this matter on September 13, 2022 at 6:30 PM.

Notice of both public hearings will be published in the New Era Newspaper on July 20, 2022 and August 31, 2022. Notice of the public hearing was posted in four city locations: City Hall, City Library, Post Office, and the community bulletin board at the northeast corner of 18th Ave and Long Street.

If this annexation is approved, the City will follow the procedures for adopting an ordinance and providing notification to affected parties as describes in the SHMC and ORS 222.

D. In the event that the Council finds that immediate action is necessary to initiate proceedings for annexation, either before the proposal is referred to the Planning Commission, or before recommendations are received from the Planning Commission, the Council may proceed, but the Planning Commission shall be promptly advised, so that it may have an opportunity to make recommendations to the Council during the Council proceedings. [SHMC 17.104.010(C)]

Staff Findings: The Planning Commission will review this application and make a recommendation to City Council. The applicant did not request that immediate action be taken under this section. Staff recommends that the Planning Commission make a recommendation on this matter at their September 1, 2022 meeting so that the City Council may consider the recommendation at their September 13, 2022 hearing.

E. When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies. [ORS 222.111(1)]

F. A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed. [ORS 222.111(2)]

G. A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation. [OAR 660-014-0060]

Staff Findings: The subject property is contiguous to the city limits of Sweet Home to the south and to the north. The north property line borders Kalmia Street, which is within the jurisdiction of

the City of Sweet Home; however, the southern portion of the subject property in located in Linn County. This is considered contiguous under ORS 222.111(1).

The SHMC does not provide specific criteria for annexations; however, as discussed below, the City of Sweet Home Comprehensive Plan requires that upon annexation that the zoning of the subject property be changed to a City zoning classification that is consistent with the Sweet Home Comprehensive Plan Map. This application for an annexation is therefore linked to the application for a zone change. For this reason, staff recommends that these applications be either both approved, or both denied. This annexation proceeding was initiated at the request of the property owner.

This annexation decision will be made in conformance with the City's acknowledged comprehensive plan; and therefore, would comply with the Oregon Statewide Planning Goals pursuant to OAR 660-014-0060.

Criteria for Zone Change Request: ZC 22 -01

H. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

a. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]

i. Upon annexation, all lands shall be zoned consistently with the Comprehensive Plan and its designations and should be based on public need, special studies or other information which will serve as the factual basis to support the change. [SHCP Chapter 2; Land Use Element, Policy 16]

ii. Table 1. Summary of Comprehensive Plan Land Use Designations

Land Use Designation	Purpose
Low Density Residential	**To provide appropriate lands for low density, single-family homes. This category has the lowest density of the residential designations, providing larger lots for single-family homes.**

The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will guide the uses and standards for the corresponding zone in the Zoning Code. [SHCP Chapter 2; Land Use Element, Portion of Table 1: Summary of Comprehensive Plan Land Use Designations]

Staff Findings: The Comprehensive Plan Map Designation of the subject property is Low Density Residential. See Attachment B. The goals and polices of the Comprehensive Plan are implemented through the application of zoning that implements the Comprehensive Plan Map designation of the property. The Low Density Residential (R-1) Zone implements the Low Density Residential Comprehensive Plan Map designation.

Based on a review of the Sweet Home Local Wetlands Inventory Map and the National Wetlands Inventory Map, the subject property does not contain inventoried wetlands. As a

result, it would not be appropriate to apply the Natural Resources Zone to the property. The subject property is located outside of the 100-year floodplain.

Based on the above findings, the application of the R-1 Zone to the subject property would be consistent with the goals and policies of the Comprehensive Plan. The application complies with this criterion.

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; [SHMC 17.12.025(B)]

Staff Findings: The subject property is located within the City's Urban Growth Boundary, which has been identified as the planned location for urban development in the City. The subject property is contiguous to the Sweet Home City Limits. For these reasons, staff finds that the application complies with this criterion.

c. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]

Staff Findings: The Engineering Department provided comments to this annexation and zone change proposal which are included in Section II of this Staff Report. The subject property is currently served by City sewer. The applicant is seeking to include Russell Tract 31, property described in Tax Lot 3800 and connect to City water. Costs associated with the extension of water and other services would be the responsibility of the property owner.

The subject property contains approximately 3.97-acres; and if approved, it would be possible to divide the property into lots as small as 8,000 square feet through a future subdivision or partition application process. The applicant has not requested a subdivision or partition at this time. If the applicant seeks to divide the property in the future, approval of those applications may require sidewalk or road improvements as required under the Sweet Home Municipal Code. A host of other development permits may also be required upon future development of the property; however, no specific development has been proposed at this time.

The subject property contains one single-family dwelling and accessory structures. Utilities and services could be efficiently provided to the subject property.

d. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals. [SHMC 17.12.025(D)]

Staff Findings: This criterion does not apply to a zone change, because the proposal does not require an amendment to the City's Comprehensive Plan Map. The Comprehensive Plan Map designates the subject property as Low Density Residential, and the applicant is proposing to apply the corresponding Low Density Residential (R-1) zone. The proposed zoning is consistent with the City's Comprehensive Plan; which has been acknowledged to be consistent with the Statewide Planning Goals.

IV. CONCLUSION AND RECOMMENDATION

Pursuant to SHMC 17.104.010(B), the role of the Planning Commission is to "review the proposal for annexation, hold such hearings as it deems proper, make such finding of facts as it deems proper and make recommendations to the Council."

Staff recommends that the Planning Commission adopt the findings listed in Section III, above.

Based on those findings, staff recommends that the Planning Commission move to recommend that the City Council approve application AX ZC22-01 (Option 1 below).

Options**:**

After opening the public hearing and receiving testimony, the Planning Commission's options include the following:

1. Move to recommend that the City Council approve application AX ZC22-01;
2. Move to recommend that the City Council deny application AX ZC22-01;
3. Other.

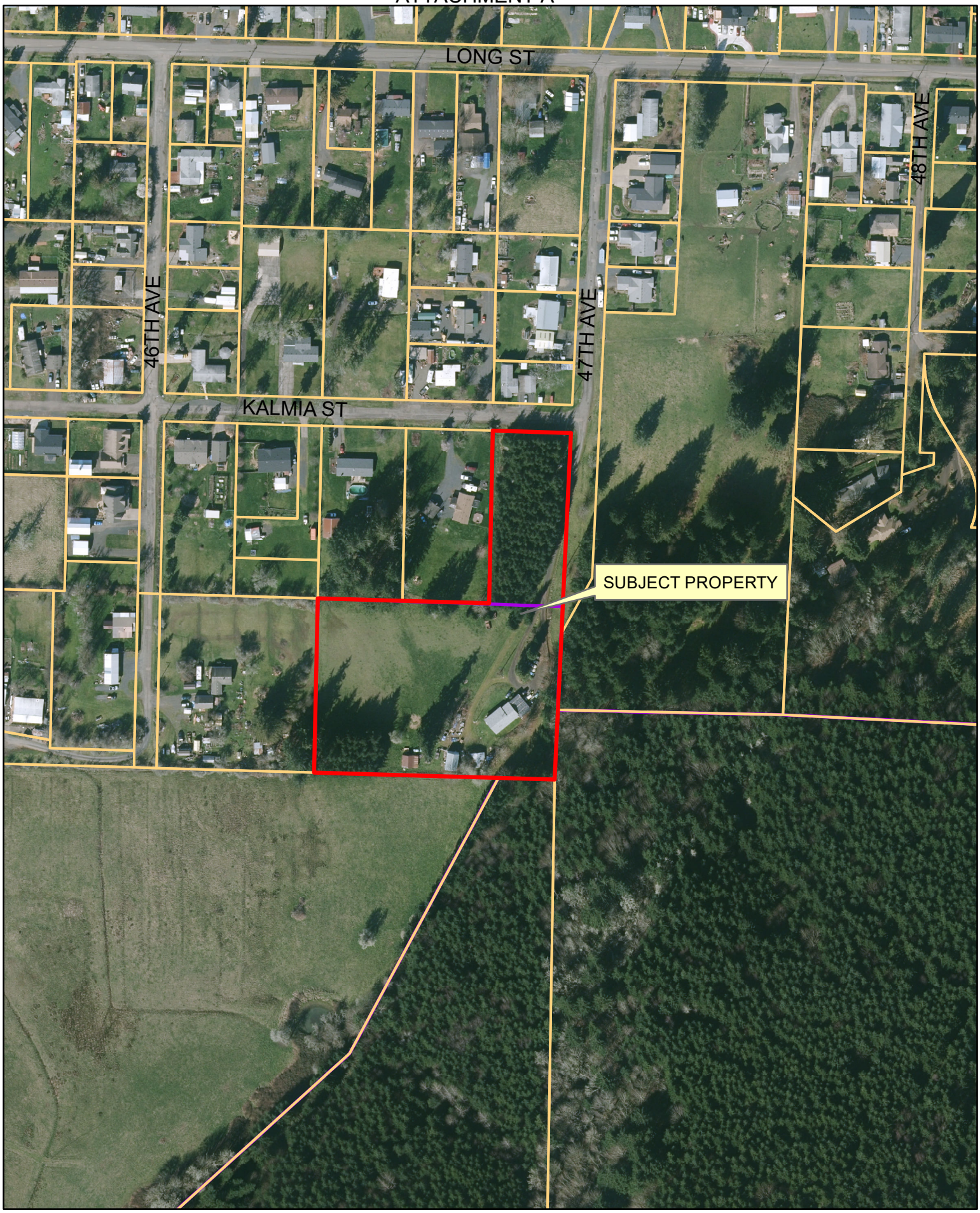
V. PROCESS MOVING FORWARD

The City Council will hold a public hearing on September 13, 2022 and will consider the recommendation of the Planning Commission. If this application is approved, the City Council will read and adopt an ordinance to formally annex the property and apply the proposed City zoning. Staff would provide notice of the decision as required by the SHMC and ORS.

VI. ATTACHMENTS

A. Subject Property Map
B. Comprehensive Plan Map
C. Zoning Map
D. Planning Record Dated as of August 25, 2022; Including Applications and Supporting Documentation

ATTACHMENT A



Subject Property Map
AX ZC22-01

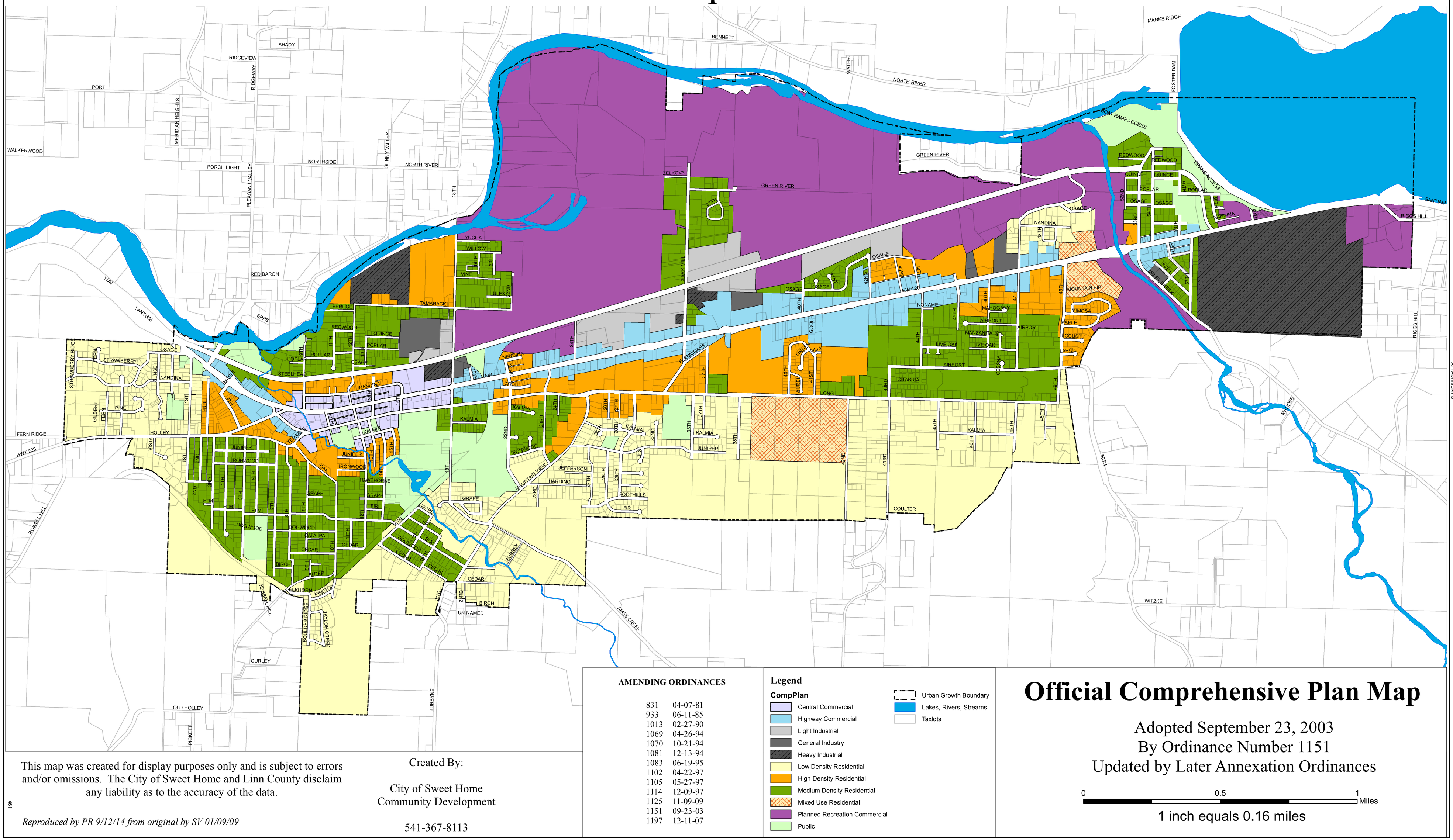
N

1 inch = 217 feet

Date: 7/8/22

ATTACHMENT B

Sweet Home Comprehensive Plan



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City of Sweet Home
Community Development

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AMENDING ORDINANCES

831	04-07-81
933	06-11-85
1013	02-27-90
1069	04-26-94
1070	10-21-94
1081	12-13-94
1083	06-19-95
1102	04-22-97
1105	05-27-97
1114	12-09-97
1125	11-09-09
1151	09-23-03
1197	12-11-07

Legend

CompPlan

- Central Commercial
- Highway Commercial
- Light Industrial
- General Industry
- Heavy Industrial
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- Planned Recreation Commercial
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- Lakes, Rivers, Streams
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Official Comprehensive Plan Map

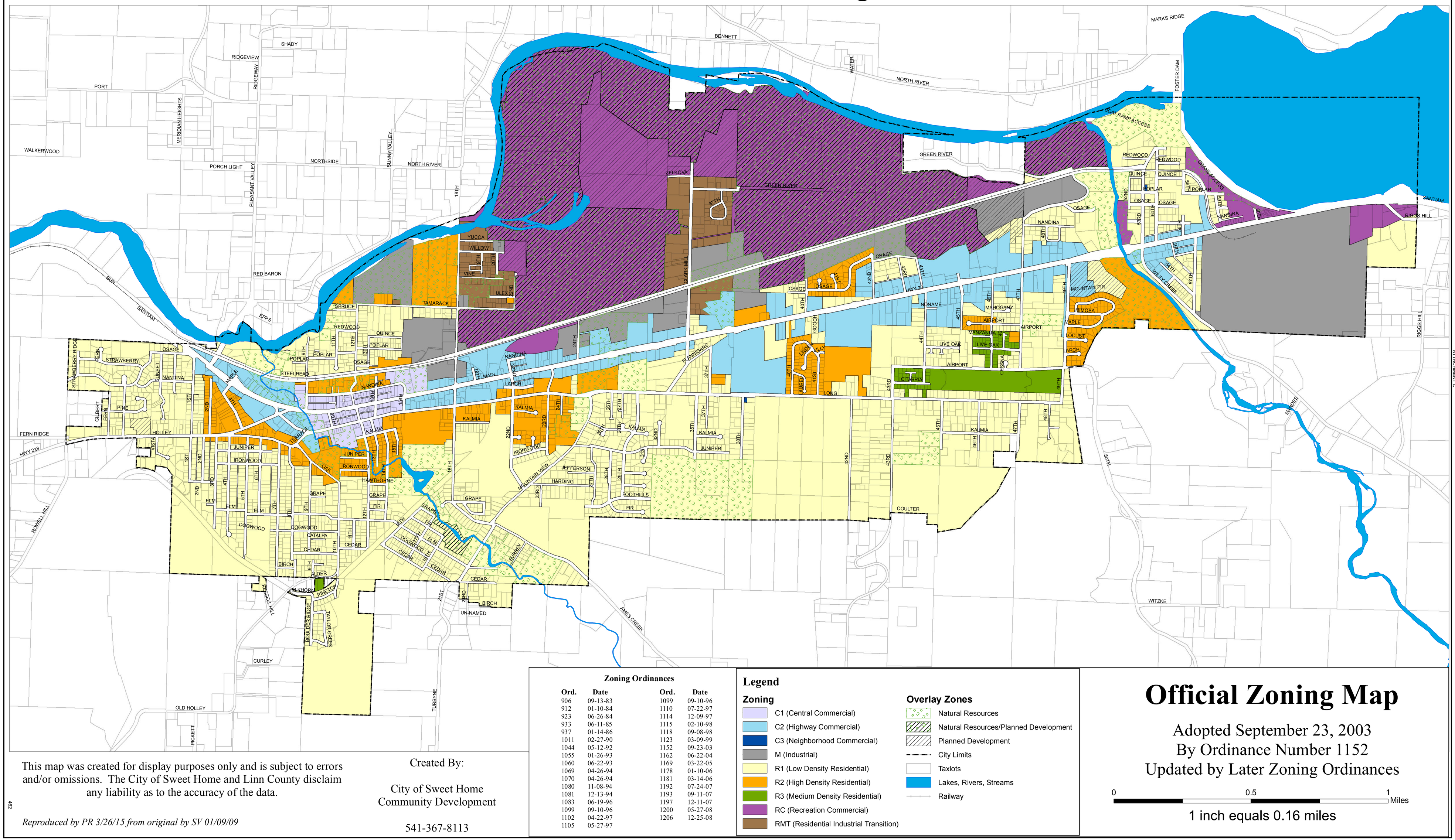
Adopted September 23, 2003
By Ordinance Number 1151
Updated by Later Annexation Ordinances

0 0.5 1 Miles

1 inch equals 0.16 miles

ATTACHMENT D

Sweet Home Zoning



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1105	05-27-97		

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Zoning

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Adopted September 23, 2003
By Ordinance Number 1152
Updated by Later Zoning Ordinances

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1 inch equals 0.16 miles

462

ATTACHMENT D

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

Application for an Amendment to the Comprehensive Plan or Zoning Maps or Text

Date Received: 07.06.22
Date Complete: _____
File Number: AX ZC22-01
Map/Text Amendment Application Fee $: $1,030.00
Zoning Application Fee $: $1,030.00 $1,545.00
Receipt #: _____
Planning Commission Hearing Date: 09.01.22
City Council Hearing Date: _____

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

Applicant's Name: KATHERINE E THRASH
Property Owner: KATHERINE E THRASH
Applicant's Address: 1118 47th AVE Sweet Home, OR 97386
Owner's Address: 1118 47th AVE Sweet Home, OR 97386
Applicant's Phone and e-mail: 541 409-1226 KETHRASH@COMCAST.NET
Owner's Phone and email: 541-409-1226 KETHRASH@comcast.net

Comprehensive Plan Map or Zoning Map Amendment

Subject Property Address: 1118 47TH AVE Sweet Home, OR 97386
Subject Property Assessor's Map and Tax Lot: 13S 1E 33 D TL 3800
Subject Property Size: THREE(3) ACRES AND TRACT 31 RUSSELL TRACTS total 3.97 acres.
Current Zoning Classification: Farm/Forest
Current Comprehensive Plan Classification: _____

Purpose of Request

Release ORDINANCE BILL #23 FOR 1981 ORDINANCE #847 SO AS TO INCLUDE RUSSELL TRACT 31 AND property described IN TAX LOT 3800 IN THE Annexation into the City of Sweet Home.

Zoning or Comprehensive Plan Text Amendment

Sections proposed to be changed: _____
Proposed language for change. _____ Attach proposed text to this form.

Purpose of Request

To Annex Property Described IN Tax lot 3800 INTO THE City of Sweet Home. Russell TRACT 31 and THREE ACRES Described total 3.97 Acres are within the URBAN Growth Boundary.

Submittal Requirements

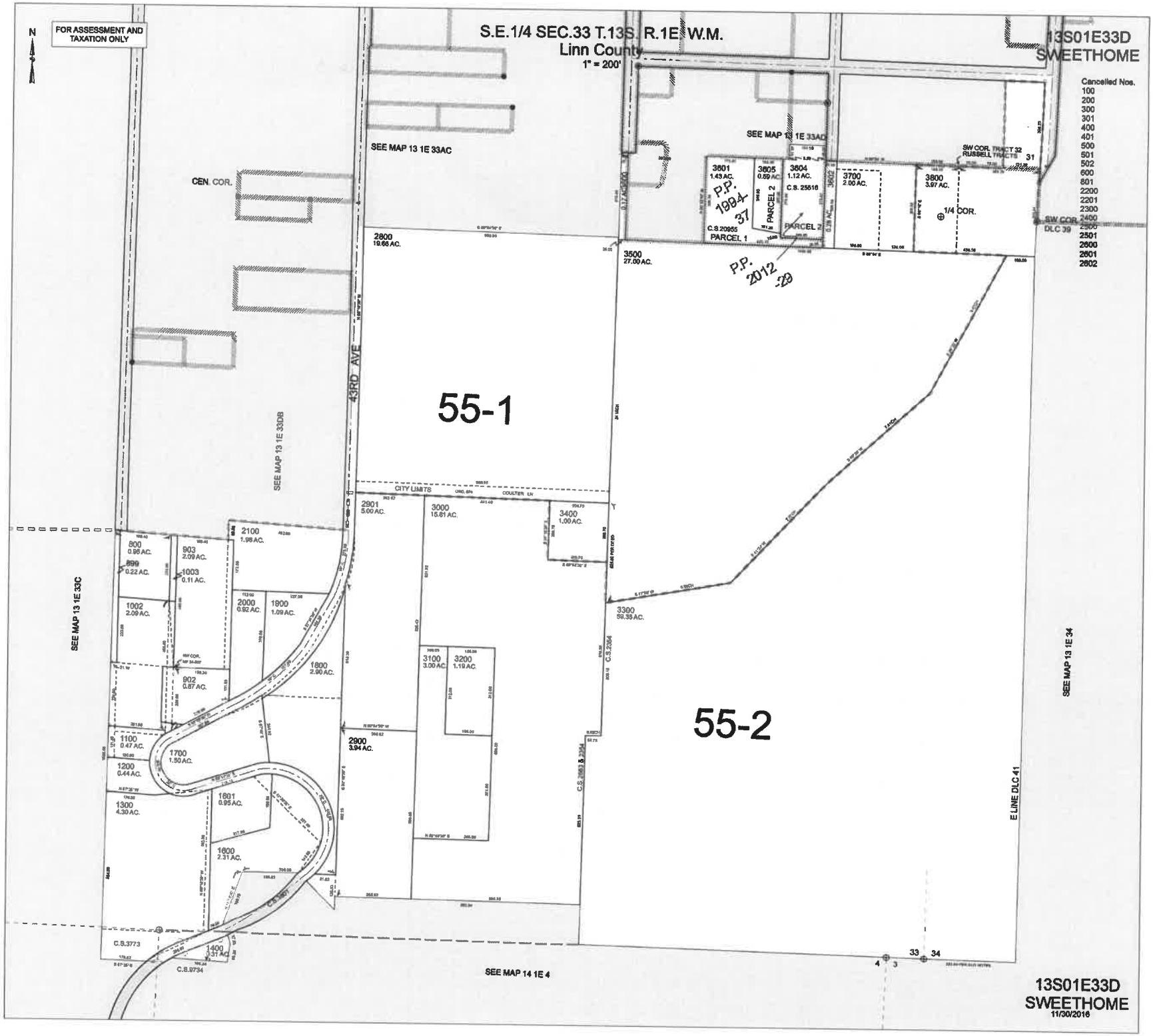
The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

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

Applicant's Signature: Katherine E Thrash Date: July 6, 2022

Property Owner's Signature: Katherine E Thrash Date: July 6, 2022

Amendment to the Comprehensive Plan or Zoning Application Form 6/8/20


FOR ASSESSMENT AND TAXATION ONLY
S.E.1/4 SEC.33 T.13S. R.1E. W.M.
Linn County
1" = 200'
13S01E33D
SWEETHOME
Cancelled Nos.
100
200
300
301
400
401
500
501
502
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2201
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2400
2500
2501
2600
2601
2602
SEE MAP 13 1E 33AC
SEE MAP 13 1E 33AD
CEN. COR.
SW COR. TRACT 32 RUSSELL TRACTS
SW COR. DLC 39
1/4 COR.
43RD AVE
SEE MAP 13 1E 33DB
55-1
55-2
CITY LIMITS
COULTER LN
P.P. 1994 37
P.P. 2012 29
PARCEL 1
PARCEL 2
C.S. 20955
C.S. 25616
C.S. 22364
C.S. 3773
C.S. 9734
E LINE DLC 41
SEE MAP 13 1E 33C
SEE MAP 13 1E 34
SEE MAP 14 1E 4
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3500 27.00 AC.
3601 1.43 AC.
3605 0.59 AC.
3604 1.12 AC.
3700 2.00 AC.
3800 3.97 AC.
2901 5.00 AC.
3000 15.61 AC.
3400 1.00 AC.
3300 59.39 AC.
3100 3.00 AC.
3200 1.19 AC.
2900 3.94 AC.
2100 1.98 AC.
800 0.95 AC.
899 0.22 AC.
903 2.09 AC.
1003 0.11 AC.
1002 2.09 AC.
2000 0.92 AC.
1900 1.09 AC.
1800 2.90 AC.
902 0.87 AC.
1100 0.47 AC.
1700 1.50 AC.
1200 0.44 AC.
1300 4.30 AC.
1601 0.95 AC.
1600 2.31 AC.
1400 0.31 AC.
33
34
4
3
13S01E33D
SWEETHOME
11/30/2016

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

263604 OFFICE OF COUNTY ASSESSOR, LINN COUNTY, OREGON

THK

13	1E	33	D			3800	~~55-3~~ ~~55-1~~ ~~55-2~~ 55-2		
TWP.S	RG.	SEC.	1/4	1/16		TAX LOT NO.	Tr 31 ~~(Adj Ac) 3.05~~ SECTION OR LOT	TOWNSHIP OR BLOCK	RANGE WM.
MAP NO.							~~113-4~~ Russell Tracts		
ACCOUNT NO.							CODE NO. ADDITION	CITY	

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DATE OF ENTRY ON THIS CARD	DEED RECORD VOLUME	DEED RECORD PAGE	ACRES REMAINING
↓					
	Beg at the SW cor of Tract 32 of Russell Tracts in T 13 S, R 1 E	~~1-1-60~~	~~287~~	~~40~~	
	th N 89°54' W 148.38 ft	11-29-63	~~297~~	~~45~~	
	th S 0°16' E 309.50 ft		JV	22394	
	th S 89°54' E p11 to the S 1i of Russell Tracts 426.06 ft to the E 1i of the Newton Russell DLC #41 in sd T and R				
	th N 1°08' E along the E 1i of C1 41 309.54 ft to the S 1i of Russell Tracts				
	th N 89°54' W 285.29 ft to pob				
	JV 34071	4-16-65			~~(Adj) 3.05~~
	~~That pt. in 55-2 1.0 Ac.~~				
	~~That pt. in 113-4 2.05 Ac.~~				
	JV B 25968	3-7-77	~~Ord# 674 annex~~		
	Also Tax Lot 13 1E33A ~~3800~~ 9600		~~Ord# 682 w/dr fr R.F.~~		
	(being Tr 31, Russell Tracts M-511-82 JVD 8272	12-29-82	~~297~~	~~45~~	
			~~MF326~~	~~164~~	Oth Ctf
	W/dr fr City of Sweet Home, Ord #847, MF328-24 JVD 9389 (for 1983-84)	4-6-83	code change		
	JVE 23679	9-5-89	~~MF505~~	~~459~~	Agts add
	Data:	3-7-90	~~MF521~~	~~563~~	BS
	~~Data~~	1-31-95	~~731~~	~~411~~	WD
	~~Data~~	7-25-95	~~MF753~~	~~405~~	
	Annex to Sweet Home RFPD by Ord.96-041 (M-138-96) EV 1996-225	6-11-96	code	chng	
	Recomputed to show TOTAL Ac of Tax Lot _____ EV 1996-225	6-11-96	recompute		3.97

ORDINANCE BILL NO. 23 for 1981

ORDINANCE NO. 847

AN ORDINANCE TO WITHDRAW CERTAIN TERRITORY THAT WAS ERRONEOUSLY INCLUDED IN THE HEALTH HAZARD ANNEXATION OF THE FOSTER-MIDWAY AREA, AND DECLARING AN EMERGENCY.

Whereas, the Health Division of the Oregon State Department of Human Resources determined that a danger to public health existed in a certain area known as the Foster-Midway area; and

Whereas, in accordance with the health hazards annexation law of the State of Oregon, Oregon Revised Statutes 222.850 to 222.915, the City of Sweet Home annexed the said Foster-Midway area by Ordinance No. 674, passed and approved on December 28, 1976; and

Whereas, there was erroneously included in the area that the Health Division found to have conditions evidencing a danger to public health, and therefore, erroneously included in the area annexed by said Ordianace No. 674, the territory described as follows:

Tract 31, RUSSELL TRACTS, Linn County, Oregon.

AND ALSO:
Beginning at the Southwest corner of Tract 32, of Russell Tracts in Township 13 South, Range 1 East of the Willamette Meridian, Linn County, Oregon; and running thence North 89° 54' West 148.38 feet; thence South 0°16' East 309.50 feet to a 3/4 inch pipe; thence South 89°54' East, parallel to the South line of Russell Tracts, 426.06 feet to the East line of the Newton Russell Donation Land Claim No. 41 in said township and range; thence North 1°08' East along the East line of Claim No. 41, a distance of 309.54 feet to the South line of Russell Tracts; thence North 89°54' West 285.29 feet to the place of beginning.

Whereas, Homer I. Pack and Betty D. Pack, being the owners of all of the real property in the said territory hereinabove described have petitioned the Council of the City of Sweet Home to withdraw said territory from the City of Sweet Home; and

Whereas, the Assistant Director for Health, Health Division, Department of Human Resources, State of Oregon, has given her written consent to the withdrawal of the said territory from the City of Sweet Home; now, therefore,

THE CITY OF SWEET HOME DOES ORDAIN:

Section 1. Territory Withdrawn. The territory described below is hereby withdrawn from the City of Sweet Home in accordance with 1981 Oregon Laws, Chapter 888, which has been enacted and added to and made a part of Oregon Revised Statutes 222.850 to 222.915; and said territory is described as follows:

Tract 31, RUSSELL TRACTS, Linn County, Oregon.

AND ALSO:
Beginning at the Southwest corner of Tract 32, of Russell Tracts in Township 13 South, Range 1 East of the Willamette Meridian, Linn County, Oregon; and running thence North 89° 54' West 148.33 feet; thence South 0°16' East 309.50 feet to a 3/4 inch pipe; thence South 89°54' East, parallel to the South line of Russell Tracts, 426.06 feet to the East line of the Newton Russell Donation Land Claim No. 41 in said township and range; thence North 1°08' East along the

East line of Claim No. 41, a distance of 309.54 feet to the South line of Russell Tracts; thence North 89°54' West 285.29 feet to the place of beginning.

Section 2. Record. The city recorder shall file with the Secretary of State of Oregon a copy of this ordinance, a copy of the consent of the Assistant Director of the Health Division, and a copy of the petition of the owners of the real property in the said territory, requesting that it be withdrawn from the City of Sweet Home. The City of Sweet Home shall also file a copy of this ordinance, which contains the legal description of the territory to be withdrawn, and an accurate map of the territory to be withdrawn, with the Linn County Assessor and also with the Department of Revenue, State of Oregon. The city recorder shall also file a copy of this ordinance with the Linn County Clerk.

Section 3. Emergency Clause. It is hereby adjudged and declared that existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health, and safety. Therefore, an emergency is hereby declared to exist, and this ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

PASSED by the Council and approved by the Mayor this 29th day of September, 1981.

Robert D. Harbaugh
Mayor

ATTEST:

Randall B. Lance Pro-Tem
City Manager

January 28, 1983
STATE OF OREGON
County of Linn
MF 328 Page 24

MEMORANDUM

TO: City Council
FROM: Cindi Robeck, Accounting Supervisor
DATE: September 27, 2022
SUBJECT: Community Services Consortium

As authorized by the City Council, the City signed an agreement with the Community Services Consortium (CSC) to provide assistance for water and sewer utilities at no cost to the City.

In addition to customers contacting CSC on their own, the Utility Billing staff has provided the contact information to individuals needing help with their water and sewer bills.

The CSC has been a great resource for the citizens of Sweet Home. To date, CSC has pledged over $21,000 to help with water and sewer bills.

SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
1950 Main Street
Sweet Home, OR 97386
(541) 367-5181 Fax (541) 367-5235

	This Month	Last Month	Last Year	Year to Date	
	08/31/22	07/30/22	06/31/21	08/31/22	5 Year
Call Volume	865	951	786	6100	4839
CAD Calls	1509	1763	1391	11004	9449
ONIBR Person Crimes	20	20	15	122	94
ONIBR Person Crimes Cleared	14	19	12	100	66
ONIBR Property Crimes	67	84	43	408	294
ONIBR Property Crimes Cleared	13	11	11	96	90

Trends:

As of August 8th, 2022, the Sweet Home Police Department has finally reached full staffing. Three of our four new officers have started attending the Oregon Basic Police Academy. They will be in training at the academy through mid-January 2023.

Attached to this report is a breakdown of the calls for service during August 2022. The two primary areas of concern in the July 2022 report were the increase in Person Crimes and Property Crimes. Person Crimes stayed the same this month, however we had a significant decrease in the Property Crimes category. We hope this trend continues and will continue to monitor the numbers for any changes.

Subject: FW: Comcast Programming Update (Olympic Channel)
Date: Wednesday, September 14, 2022 at 8:25:06 AM Pacific Daylight Time
From: Christy Wurster
To: Julie Fisher
Attachments: image001.png, image004.png, image002.jpg

From: Acker, Sheri <Sheri_Acker@comcast.com>
Sent: Wednesday, August 24, 2022 9:27 AM
Subject: Comcast Programming Update (Olympic Channel)

Dear Franchise Administrator,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Effective September 30, 2022, the Olympic Channel will cease operations.

Feel free to contact me at (503) 985-2138 or Samantha_Ridderbusch@comcast.com if you have any questions.

Sincerely,

Samantha Ridderbusch
Director, Government & Regulatory Affairs
Oregon/SW Washington Region

COMCAST