



CITY OF SWEET HOME CITY COUNCIL AGENDA

August 10, 2021, **7:00 PM REVISED TIME**

Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Mission Statement

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

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID:473 954 605#

Call to Order and Pledge of Allegiance

Roll Call

Recognition of Visitors and Hearing of Petitions:

- a) Police Department Swearing-In Ceremony

Consent Agenda:

Approval of Minutes:

- a) [2021-07-27 City Council Work Session \(pg. 3\)](#)
- b) [2021-07-27 City Council Meeting \(pg. 5\)](#)

Old Business:

- a) [Police Department Traffic Data Review \(pg. 10\)](#)
- b) [Request for Council Action - Premium Pay for Employees Working During COVID-19 \(pg. 21\)](#)

New Business:

- a) [Request for Council Action - 2021 Overlay Project Contract Award \(pg. 24\)](#)
- b) [Request for Council Action - 24th Avenue Land Exchange Agreement \(pg. 74\)](#)
- c) [Request for Council Action - Water Meter Modernization Authorization \(pg. 132\)](#)
- d) [Fiscal Year 2021 End-of-Year Report \(pg. 135\)](#)

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

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.

Second Reading of Ordinance Bills

- a) [Request for Council Action - Zone Map Amendment for Sweet Home Sanitation \(pg. 139\)](#)

Third Reading of Ordinance Bills (Roll Call Vote Required)

Reports of Committees:

Ad Hoc Committee on Health
Administrative and Finance/Property
Area Commission on Transportation
Chamber of Commerce
Council of Governments
Legislative Committee
Library Advisory Board
Park and Tree Committee
Solid Waste Advisory Council
Youth Advisory Council

Reports of City Officials:

Mayor's Report
a) [If I Were Mayor Contest Winner Madalyn Coleman \(pg. 154\)](#)
City Manager's Report

Department Director's Reports (1st meeting of the Month)

Library Services Director
Community and Economic Development Director
a) [CEDD July Monthly Report \(pg. 156\)](#)
Public Works Director
a) [Public Works Monthly Report of Activities - July 2021 \(pg. 161\)](#)
City Attorney

Council Business for Good of the Order

Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

July 27, 2021, 5:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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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.

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This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon public meeting law, and has been approved by the Mayor as Chairperson of the meeting.

Cell phones should not be used in the Council Chambers by city staff or Council during this meeting for any reason, including text messages, emails, or phone calls. If a member of the public needs to utilize their cell phone for a call, please exit the Council Chambers.

Call to Order and Pledge of Allegiance

The meeting was called to order at 5:09 PM.

Roll Call

PRESENT

Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez (Online)
Councilor Dylan Richards

ABSENT

Councilor Susan Coleman

STAFF

City Manager Ray Towry
Finance Director Brandon Neish
Community and Economic Development Director Blair Larsen
Administrative Services Manager Julie Fisher
Communications Specialist Lagea Mull
Operations Manager Steven Haney

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New Business:

a) ARPA Premium Pay Discussion

City Manager Towry presented the American Rescue Plan Act Premium Pay Discussion. Premium pay and Cost of Living Expenses (COLA's) were discussed with consideration of the equity between represented and unrepresented staff due to the differences in contract language. Finance Director Neish and CEDD Larsen elaborated on ARPA funds and the 5 total allowable expenditures. Initial consideration of providing premium pay could help represented employees with the COLA cap in their contract. Premium pay would be calculated at their July 1 rate of pay. The required ARPA money needed to pay those premiums was estimated and presented to Council. Base rates would not change, this would be a one time premium pay. Consensus of the Council was to approve the Premium Pay at 5%. Discussion ensued regarding staff dedication during COVID-19, fires, and emergency cooling stations. Staff has been willing to step up and serve the community in these hard times. Each Councilor stated they value the employees and feel this one time bonus will circulate in the community and benefit not only the employees but also the local businesses. The item will come before Council on August 10th for decision.

Old Business:

a) Debt & Capital Project Discussion

Finance Director Neish presented an outline of Capital Projects that would qualify for ARPA funds and additional projects that Council may want to seeking other funding to complete. Staff split projects into Round #1 and #2. Round #1 was suggested to include Small Diameter Water Line Replacement, Water Meter Modernization Project, and WTP Fluoride System Replacement. Round #2 would include WTP Raw Water Control Valve Replacement, Installation of a Self-Service Bulk Water Station, Canyon Creek Pump Station and WTP Turbidimeters Meter Replacement. These projects would be completed with American Rescue Plan Act funding. Council discussion ensued about the importance of the Emergency Generator Project and prioritizing that project above the Bulk Water Fill Station. The Consensus of the Council was to move forward with the Small Diameter Water Main Replacement and the Emergency Generator Project with the ARPA Funds.

Adjournment

With no further business, the meeting adjourned at 6:18 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

July 27, 2021, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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Call to Order and Pledge of Allegiance

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

Mayor Mahler stated an item of business would be added to the agenda under New Business, item d) Resolution No. 21 for 2021 – A Resolution Establishing Salary Schedules for Non-Represented Employees.

Roll Call

PRESENT

Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Dylan Richards

ABSENT

Councilor Susan Coleman

STAFF

City Manager Ray Towry
Police Chief Jeff Lynn
Finance Director Brandon Neish

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Community and Economic Development Director Blair Larsen
Public Works Director Greg Springman
Administrative Services Manager Julie Fisher
Communications Specialist Lagea Mull
City Attorney Robert Snyder

MEDIA
Benny Wolcott

Motion to approve the absence of Councilor Coleman from the 07/27/20 Work Session and Regular Meeting. Motion made by Councilor Trask, Seconded by Councilor Gourley.
Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

Consent Agenda:

Motion to approve the Consent Agenda and Approval of Minutes. Motion made by Councilor Trask, Seconded by Councilor Richards.
Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

Approval of Minutes

- a) 2021-07-13 City Council Work Session Minutes
- b) 2021-07-13 City Council Minutes

Recognition of Visitors and Hearing of Petitions:

None

Old Business:

None

New Business:

- a) Downtown Lounge Public Address System Application
Police Chief Jeff Lynn presented the request to Council for approval of a Public Address System Permit for the Downtown Lounge. Katherine Julian has submitted the permit to amplify music over 1000' for an Oregon Jamboree after party at the Downtown Lounge. Police Chief Jeff Lynn reported he had no issues with the request. Past police records showed there were no noise complaints during the 2019 Downtown Lounge After Party Event. The request was amended to Include Thursday evening 8pm till midnight.
Motion to approve the Public Address Permit for the Downtown Lounge. Motion made by Councilor Richards, Seconded by President Pro Tem Gerson.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards
- b) Request to Review and Amend City Code Pertaining to Bees and Beekeeping
Community and Economic Development Director Blair Larsen present Council with a request to consider changing the current City Code pertaining to bees and beekeeping. Ken Bronson, local beekeeper, gave information to the Council regarding regulations in other cities that are not as restrictive as Sweet Home. Fran Bronson spoke on how honey bees were introduced to the Governor's garden and have not caused any issues with any of the visitors. Don Heribson and Richard Little both spoke in favor of updating the ordinance and offered their expertise to aid staff in the revision.

Motion to Direct Staff to draft an Ordinance amending SHMC 6.04.020 (L). Motion made by Councilor Richards, Seconded by Councilor Gourley.

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

- c) Request for Council Action - Resolution No. 20 for 2021 - A Resolution Adopting a Supplemental Budget for the State Gas Tax Fund

Finance Director Neish reported that a position became vacant in streets due to an employee taking a Fleet Maintenance position. The position remained vacant due to concerns regarding the COVID-19 pandemic and the effects on state gas tax funds. Staff is requesting approval from Council to fill that vacancy back to per COVID operating levels.

Motion to approve Resolution No. 20 for 2021 - A Resolution Adopting a Supplemental Budget for the State Gas Tax Fund. Motion made by Councilor Gourley, Seconded by Councilor Richards.

Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

- d) Request for Council Action – Resolution No. 21 for 2021 – A Resolution Establishing Salary Schedules for Non-Represented Employees.

City Manager introduced the request stating the City has worked hard to build trust between management and employees. An unintended difference in language between the two contracts in calendar year vs fiscal year would give management staff a higher percentage COLA than represented staff. Management is requesting Council revised the management's COLAs to match those of the AFSCME employees and instead of 5.45% increase, would be 1.25% increase.

Motion to approve Resolution No. 21 for 2021. Motion made by Councilor Gourley, Seconded by Councilor Gerson.

Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

- a) Public Hearing for Zone Map Amendment Application ZMA21-02

The Public Hearing was opened at 7:14 PM. Mayor Mahler read the Public Hearing Disclosure Statement.

Declarations of City Council regarding Exparte Information, Personal Bias, Conflict of Interest: None

Staff Report: Community and Economic Development Director Blair Larsen presented the Staff Report and reported the findings and decision of the Planning Commission Public Hearing.

Testimony of the Applicant: Michael Grove, Sweet Home Sanitation, explained the proposal is to add an additional scale which will help customers get in and out quickly and preventing back up off of 18th Avenue.

Additional Testimony: There was no additional testimony in favor, opposition or neutral testimony.

The Public Hearing was closed at 7:21 PM.

Motion to move Ordinance Bill No 6 for 2021 - An Ordinance Amending the Official Zoning Map to first reading. Motion made by President Pro Tem Gerson, Seconded by Councilor Richards.

Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards

Ordinance Bill No. 6 for 2021 was read in its entirety.

Motion to move Ordinance Bill No. 6 for 2021 to second reading on August 10, 2021. Motion made by President Pro Tem Gerson, Seconded by Councilor Richards.

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

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Willow-Yucca Street Neighborhood Local Improvement District (LID)

Ordinance Bill No. 3 was read by title only for its third and final reading.

James Mellein spoke in favor of the LID, asking the Council for a yes vote. He spoke regarding his views of affordability, accessibility, and the importance of clean water on demand.

Motion to Approve Ordinance Bill No. 3 for 2021 and begin the process of financing and constructing the improvements. Motion made by Councilor Trask, Seconded by Councilor Gourley.

Roll Call Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Richards

Voting Nay: Councilor Sanchez

Reports of Committees:

Area Commission on Transportation

Councilor Richards reported attending a meeting with Representative Jamie Cate and Senator Fred Girod. All parties have suggested a new traffic study. Councilor Sanchez, who also attended the meeting agreed and stated it would be good for the community to be ready with a plan in the case any funding opportunities became available.

Chamber of Commerce

Councilor Richard reported on the Chamber Banquet and that the event went well.

Reports of City Officials:

Mayor's Report

Mayor Mahler commended the Chamber of Commerce for a successful Annual Chamber Awards Banquet.

Mayor Mahler announced County Commissioner Sprenger will announce a decision regarding the sale of the mill property soon, hopefully next week.

City Manager's Report

City Manager Towry thanked staff and Council for taking care of issues while he was on vacation. While in Washington, he visited the Walla Walla facility for the homeless. He was impressed with the site and felt it would be a good model for Sweet Home. CM Towry asked permission of the Council to commission a field trip to visit the facility. The Mayor, Councilor

Gourley, Councilor Trask, Chief Lynn, CSO Sean Morgan, someone from the Community at Large, and someone from the Chamber of Commerce Board of Directors could attend. The Council agreed.

City Manager Towry reported staff is working with the Regional Solutions Team and an ODOT representative to find solutions to traffic safety on Main Street. All parties have suggested a new traffic plan.

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

Finance Director

- a) June 2021 Monthly Report (pg. 52)

A written report was included in the packet.

Police Chief

- a) Police Department Monthly Report (pg. 64)

A written report was included in the packet.

Councilor Gerson asked Chief Lynn about how the Oregon Jamboree will affect the homeless.

A hole in the Annex wall was reported to staff who will investigate.

City Attorney

None

Council Business for Good of the Order

Councilor Gerson asked about the successfulness of the vacant building ordinance and registration.

Mayor Mahler announced County Commission Sprenger will announce a decision regarding the sale of the mill property next week.

Adjournment

With no further business, the meeting was adjourned at 7:59 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

900 Block of Main Street Eastbound (Subway)
Total Vehicles
June 2021

Speed Limit 25

Speed Range	Number of Vehicles
0-5	3,017
6-10	7,842
11-15	12,666
16-20	19,866
21-25	50,508
26-30	106,579
31-35	75,037
36-40	18,728
41-45	2,650
46-50	364
51-55	167
56-60	92
61-65	45
66-70	20
71-75	6
76-80	1
81-85	1
86-90	2
91-95	1
96-100	0
>100	0
Total	297,592

Speed 0-25: 93,899
Speed 26-30: 106,579

Speeders: 97,114

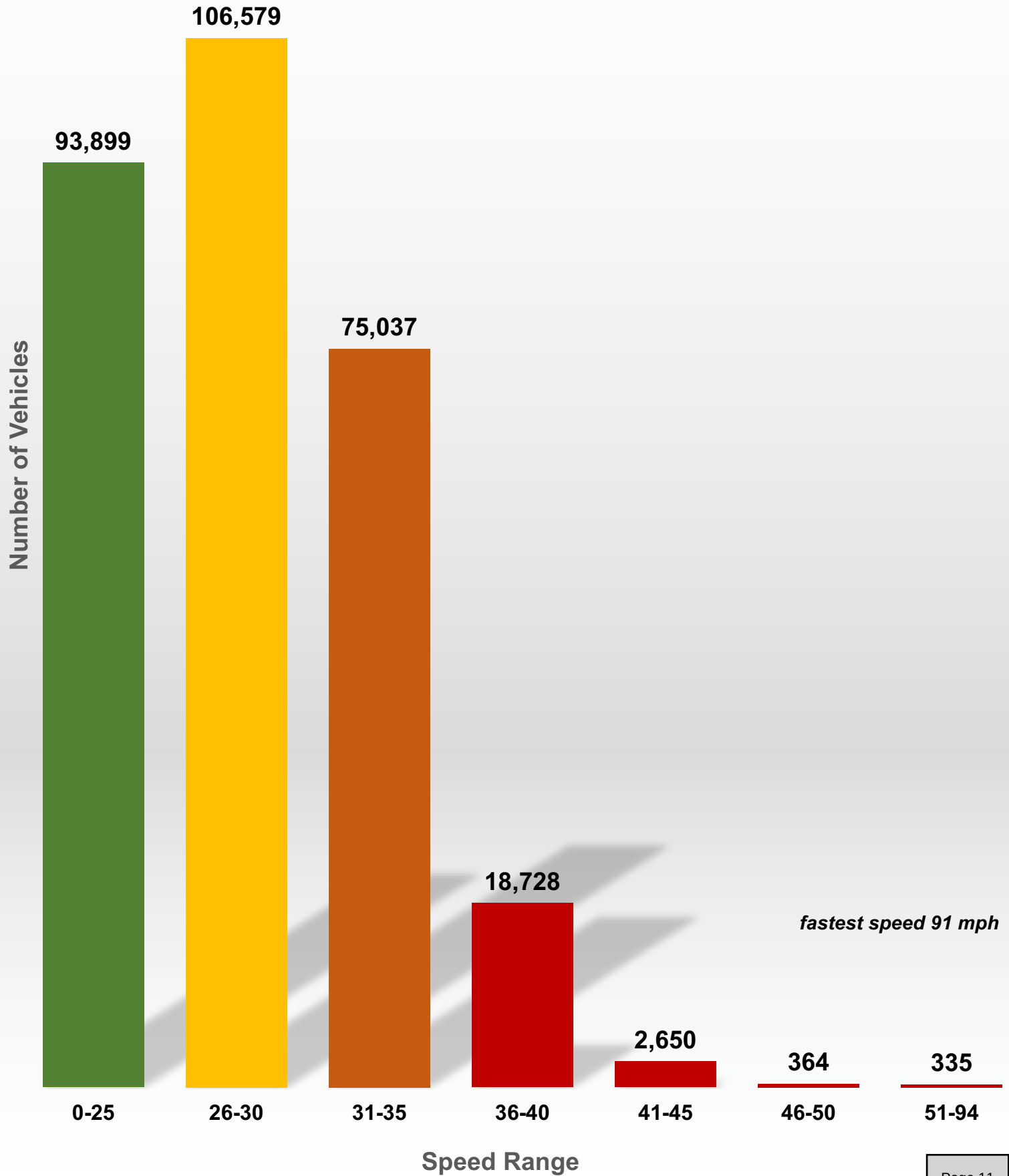
Fastest Speed 91

900 Block of Main Street Eastbound (Subway)

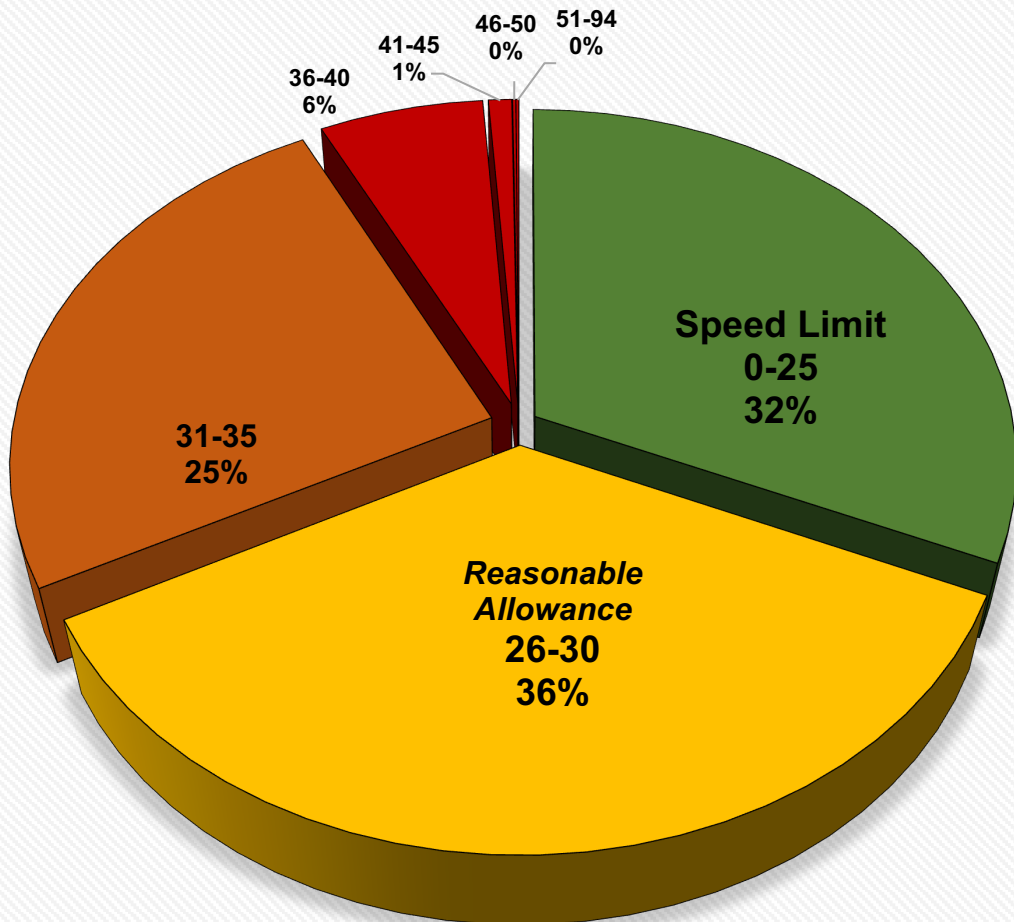
June 2021

Speed Limit 25

Total Vehicles: 297,592



**Percentage of Total Vehicles
in Speed Ranges
900 Block Main St Eastbound
June 2021**



■ 0-25 ■ 26-30 ■ 31-35 ■ 36-40

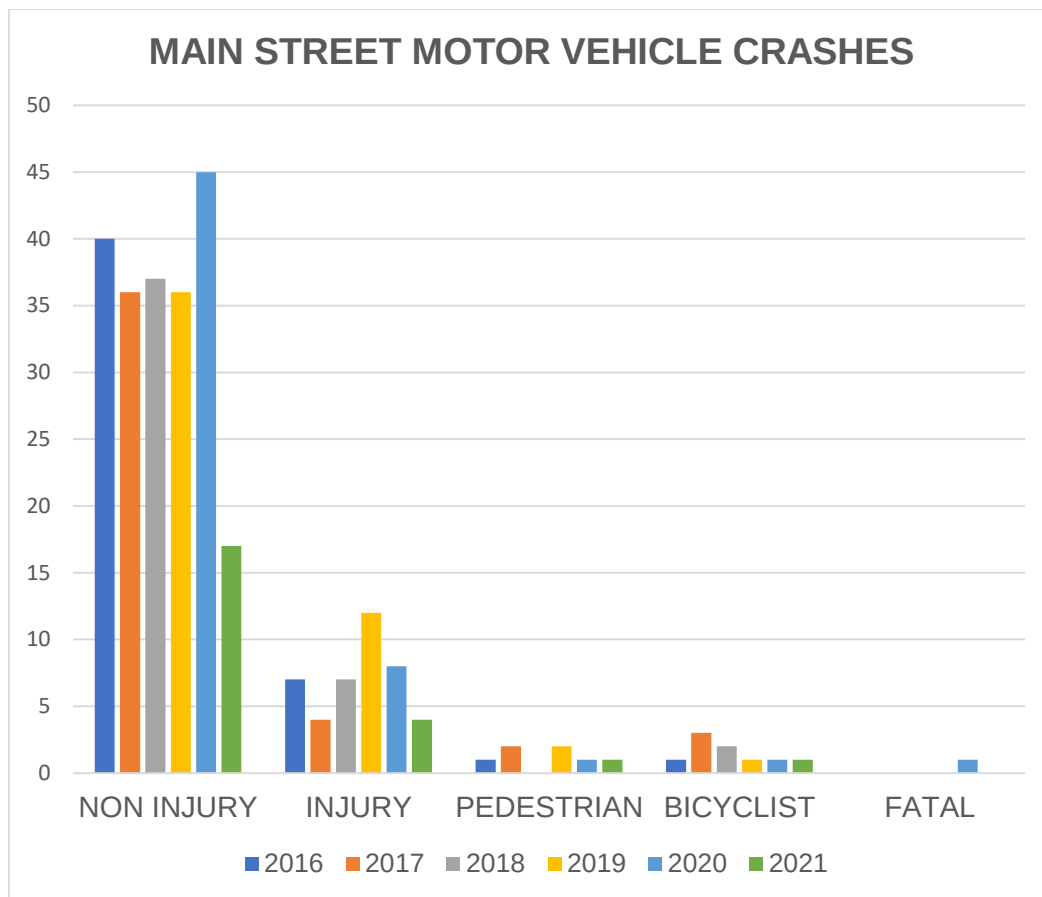
SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
1950 Main Street
Sweet Home, OR 97386
(541) 367-5181 Fax (541) 367-5235

TRAFFIC DATA REVIEW

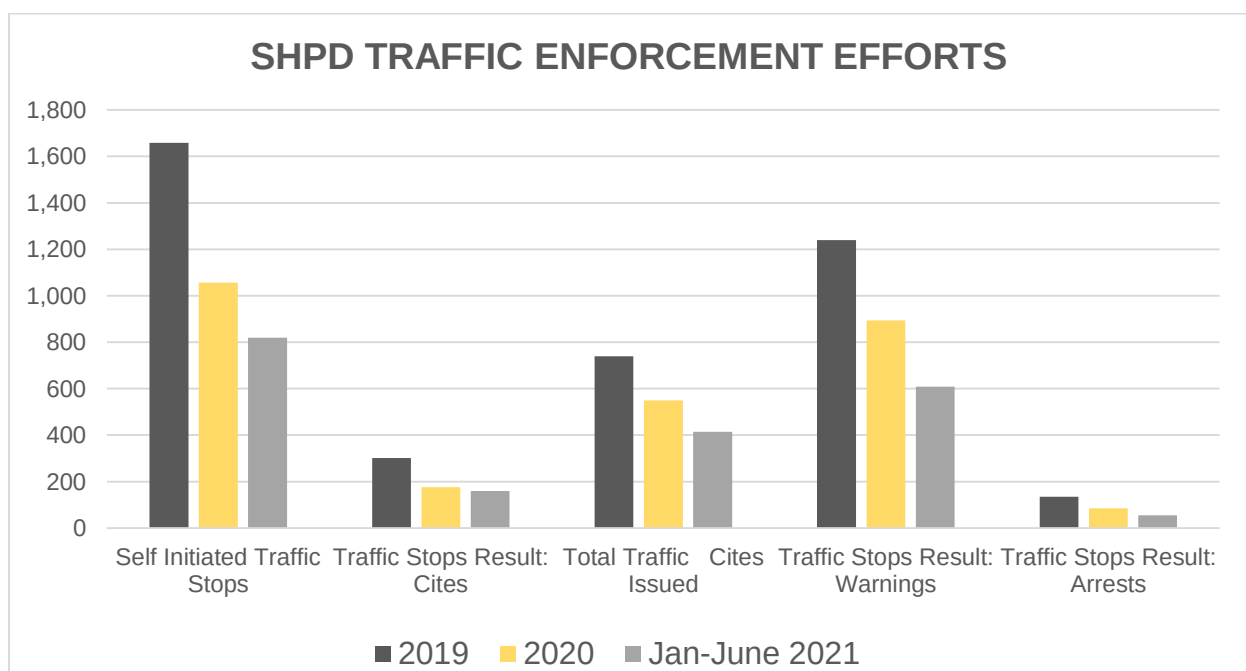
Traffic enforcement, particularly speeding issues along Main Street, remains a point of concern to the City Council and to many citizens. As Council is aware, the City acquired six (6) Portable Radar Speed Signs that are moveable and that can be relocated as needs arise. The intent has been to use the Radar Speed Signs to gather traffic information such as speed and volume of traffic in specific areas. Data collection plays a significant role in determining the validity of the traffic speed concerns and our department's response. Because of our limited resources, identifying the problem areas in the community will allow us to focus our enforcement efforts. Two signs have been in place and gathering data. Attached are several charts depicting the data that was collected by the Radar Speed Signs on Main Street. That data is for the month of June 2021 and is broken down into two locations, the 900 block of Main Street, and the 3200 block of Main Street. It should be noted that during the month of June, we were having issues with the accuracy of the time listed by the radar signs.

The data that has been focused on included both the volume of traffic as well as the overall percent of vehicles traveling in excess of 5 mile per hour over the speed limit. The data for the 900 block of Main Street revealed the volume of traffic to be 297,592 with 32% of the vehicles traveling above 30 miles per hour. The data for the 3200 block of Main Street revealed the volume of traffic to be 304,213 with 16% of the vehicles traveling above 50 miles per hour.

Traffic volume and speed are often viewed due to their potential correlation with traffic crashes involving vehicles and/or pedestrians. The below information is historical data for traffic collisions along Main Street.



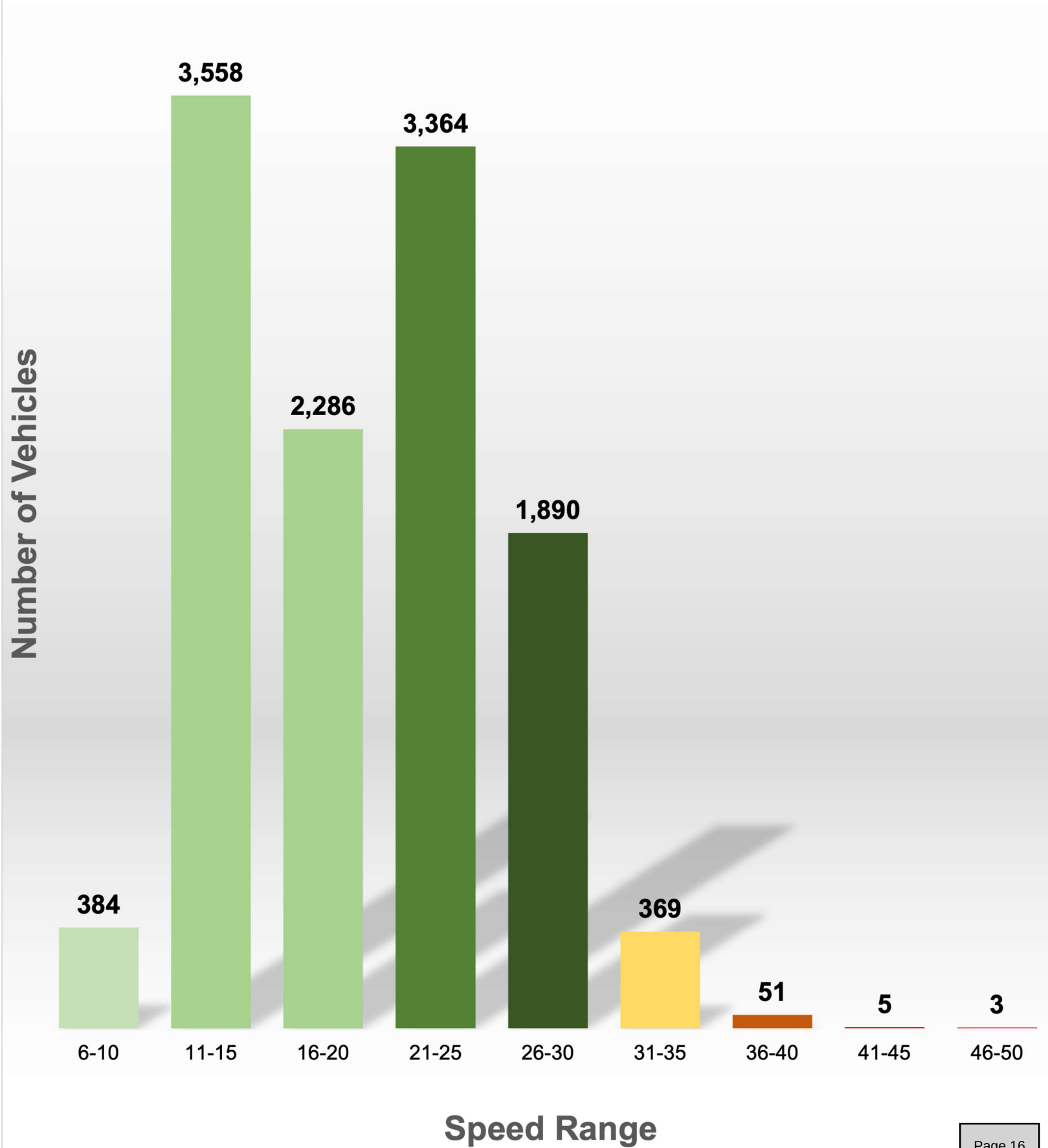
With these concerns in mind, when we have a full team of two officers on duty, one is to be assigned to focus on traffic enforcement along Main Street. Their focus will continue to be on gaining compliance whether that is through a citation or a verbal warning. Below is a graph depicting the traffic enforcement efforts of our department. Traffic enforcement through the first six months of 2021 has increased significantly from 2020. Officers will continue their work to deter speeding on Main Street, with a focus on the downtown corridor.



During the July 13th, 2021, City Council Meeting, a discussion involving traffic concerns on 1st Avenue took place. The most recent traffic data that we have acquired on 1st Avenue was during March of this year. That data, as well as traffic crash data associated with 1st Avenue, has also been attached to this report.

The information presented is intended to be a reference as the City discusses the traffic concerns in our community. Traffic enforcement is a significant piece of the puzzle to address these concerns, but it's not a solve-all. Dialogue needs to take place with community leaders, community members and the Oregon Department of Transportation. By utilizing a cohesive approach, improvements can be made.

1st Avenue Radar Data
03/09/2021 - 03/16/2021
Speed Limit 25

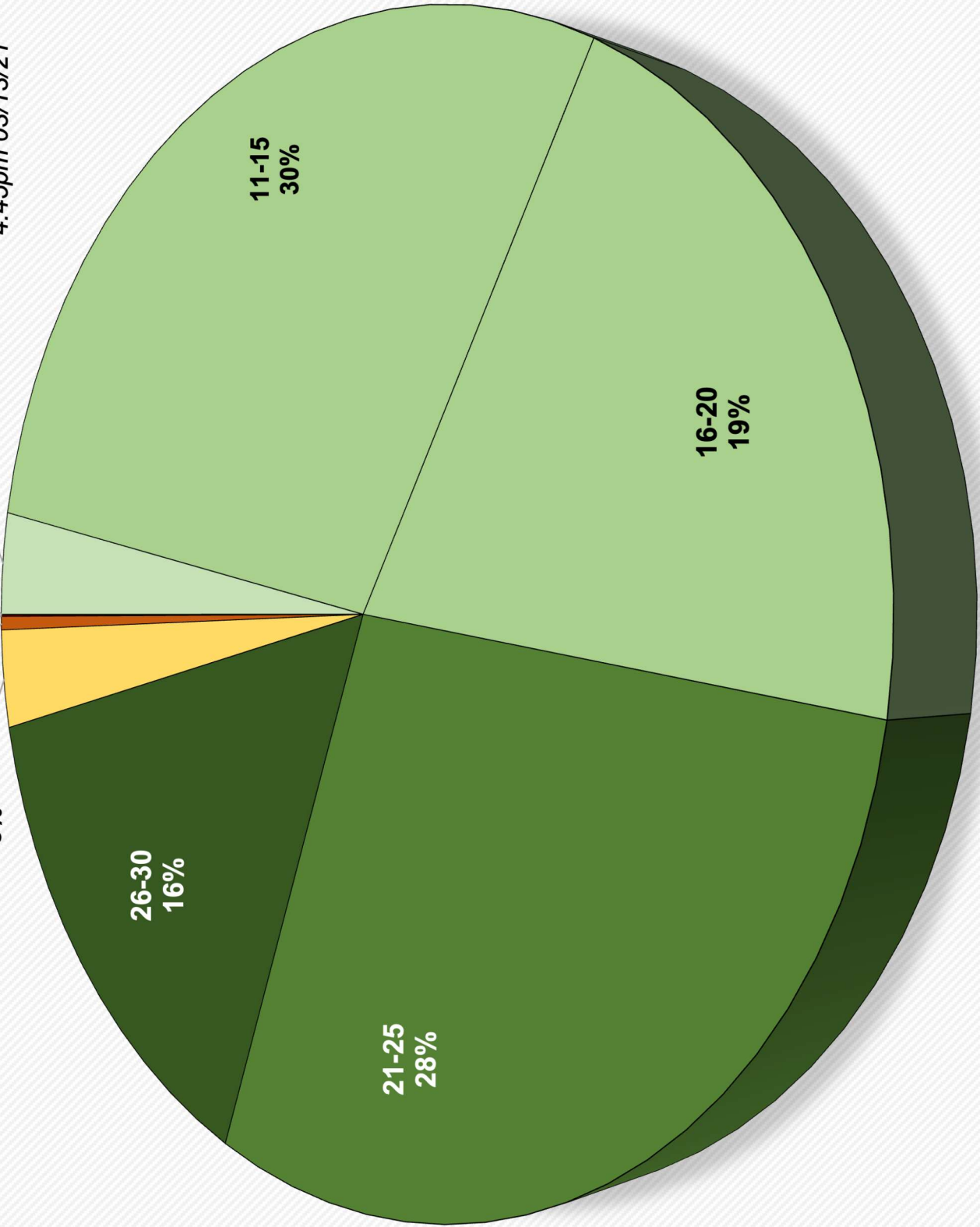


Percentage of Total Vehicles in Speed Ranges

Total Vehicles: 11,910

Speed 0-25: 81%
26-30: 16%

fastest speed 48 mph
4:45pm 03/13/21



- 6-10
- 11-15
- 16-20
- 21-25
- 26-30
- 31-35
- 36-40
- 41-45
- 46-50

3200 Block of Main Street Westbound (South Fork)
Total Vehicles
June 2021

Speed Limit 45

Speed Range	Number of Vehicles
0-5	860
6-10	2,677
11-15	5,920
16-20	8,891
21-25	8,003
26-30	8,949
31-35	12,432
36-40	26,522
41-45	84,828
46-50	96,579
51-55	38,728
56-60	7,816
61-65	1,306
66-70	263
71-75	71
76-80	39
81-85	66
86-90	110
91-95	96
96-100	40
>100	17
Total	304,213

Speed 0-45: 159,082

Speed 46-50: 96,579

Speeders: 48,552

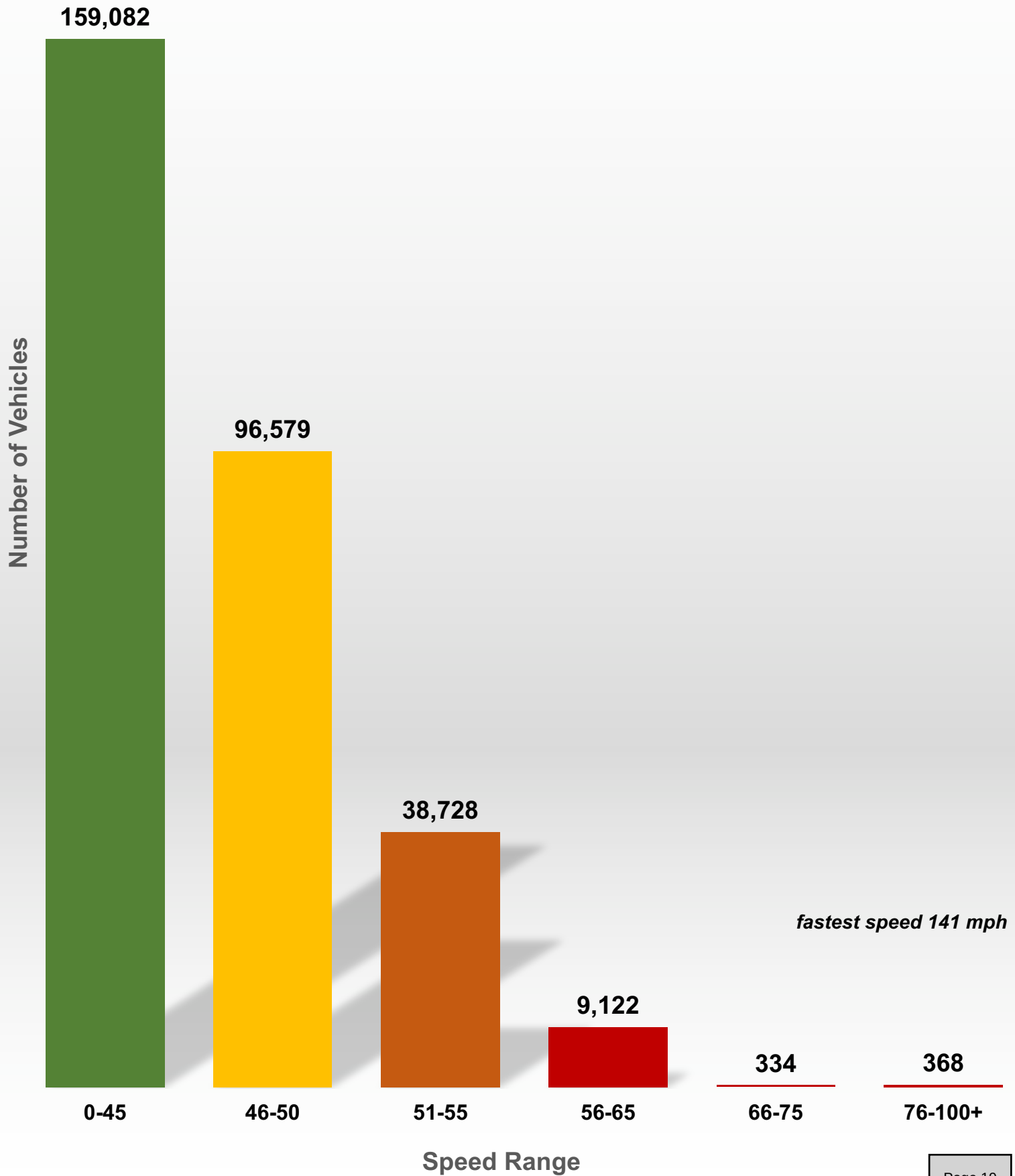
Fastest Speed 141

3200 Block Main Street Westbound (South Fork)

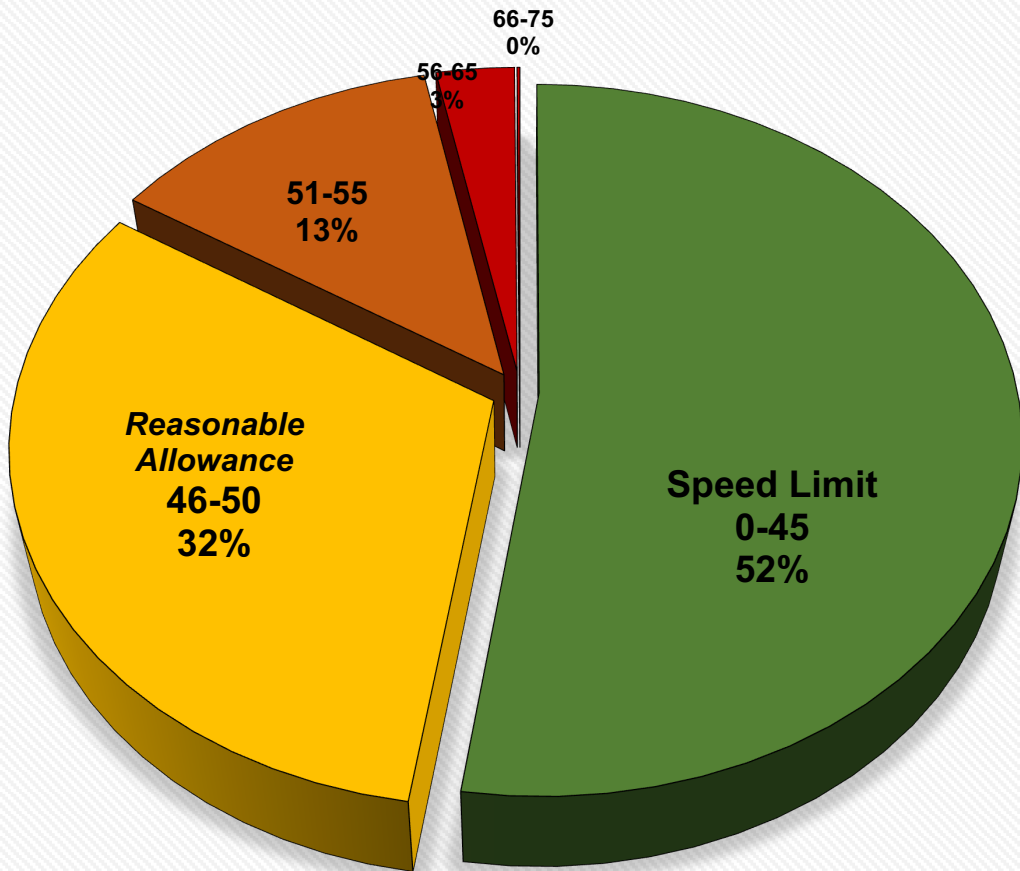
June 2021

Speed Limit 45

Total Vehicles: 304,213



**Percentage of Total Vehicles
in Speed Ranges
3200 Block Main St Westbound
June 2021**



■ 0-45 ■ 46-50 ■ 51-55 ■ 56-65 ■ 66-75



REQUEST FOR COUNCIL ACTION

Title: Premium pay for employees working during COVID-19

Preferred Agenda: August 10, 2021

Submitted By: Brandon Neish, Finance Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: SHMC § 2.48.030 – Adoption and Amendment of Rules
Sweet Home Charter Section 6
Sweet Home Personnel Policy Section 3 (c)

Towards Council Goal: Goal 2.3: Invest in long-term staff stability & training

Attachments: - None -

Purpose of this RCA:

To review premium pay for employees who worked through the COVID-19 pandemic.

Background/Context:

In March 2019, the Federal government and the State of Oregon declared states of emergency related to COVID-19. On March 19, 2019, the City of Sweet Home followed suit with its own emergency declaration. Since then, the coronavirus pandemic has ravaged various elements of our daily lives. Businesses and employees alike have endured multiple closures, restrictions, and layoffs. Through it all, fifty-eight dedicated public servants worked tirelessly to maintain essential services for the community of Sweet Home, minimizing interruption to services the community needs and expects all while managing a changing world and a year in which change was inevitable.

In March 2021, the United States Congress passed, and the President signed the American Rescue Plan Act (ARPA) of 2021. As part of ARPA, municipalities received \$130.2 billion with Sweet Home slated to receive approximately \$2.2 million to use for any of four specific purposes. One of those options is to provide “premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic.” The City Council first heard a proposal from City staff regarding ARPA funds to provide employees a premium during a work session held on July 27, 2021. The City Council evaluated the proposal and indicated that they would be interested in seeing a full proposal during their next City Council meeting.

If providing premium pay using ARPA dollars, total, annual pay for an employee cannot exceed 150% of the state’s average annual wage. This excludes six employees across the City from receiving premiums from ARPA funds. Of the remaining staff, 5% of the prior fiscal year salary

plus associated retirement contributions totals \$141,055.00, prorated based on time served during the pandemic (March 2020 to June 2021, sixteen months). For the other six employees who worked during the pandemic, the cost of providing a premium using City funds is \$35,366 (includes retirement contributions standard with pay to employees).

The Challenge/Problem:

How does the City of Sweet Home reward its employees for their efforts during a dangerous pandemic?

Stakeholders:

- City of Sweet Home Citizens – During the pandemic, City employees kept essential services running and worked with citizens to navigate uncharted waters. Public Works kept water flowing to homes and sewer service operational; Finance staff worked with residents and businesses to minimize and/or eliminate penalties and keep utility services on; Police Officers and Dispatchers continued to engage with the public and provide emergency services; Library staff continued to operate the Library and provide books to those who needed it the most with being stuck at home. This non-exhaustive list is only a fraction of the work done during one of the most challenging years on record.
- City of Sweet Home Staff – Employees across the City handled drastic operational changes with poise and efficiency, never missing a beat to keep services going. This premium goes only part way in recognizing their efforts, thanking them for continually risking their own health to help others and making it through some of the toughest times in recent memory.
- Sweet Home City Council – The City Council benefited from employees' continued engagement and support. Council goals were met during the pandemic because of the team under them.

Issues and Financial Impacts:

72% of the total funds needed for premiums to employees would come from American Rescue Plan funds. Since budget was not established for those funds, additional expenditure authority would be necessary to utilize the funding in the current fiscal year. The remainder (28%) would come from a mix of existing expenditure authority and transfer appropriations as needed from contingency funds.

Elements of a Stable Solution:

One of the City Council's goals is to invest in long-term stability amongst staff. This premium demonstrates to employees the thanks and admiration the Council has publicly stated in a tangible form.

Options:

1. Do Nothing – Employees would not receive a premium for their support during the pandemic.
2. Move to approve premium pay for employees using ARPA funds only. – Fifty-two employees would receive 5% of their prior fiscal year BASE salary paid in a lump sum on their August 2021 paycheck. Subsequent budget authority would be necessary to allocate the funds.
3. Move to approve premium pay for all employees. – All City employees would receive 5% of their 2020-21 BASE salary paid in a lump sum on their August 2021 paycheck. Those not eligible to receive ARPA funds would be paid from City resources.
4. Move to approve premium pay for employees at a determined percentage using ARPA funds only. – The City Council could choose to revise the premium from 5% to an alternate percentage. All other conditions of option 2 above would remain.
5. Move to approve premium pay for all employees using a determined percentage. – The City Council could choose to revise the premium from 5% to an alternate percentage. All other conditions of option 3 above would remain.

6. Request staff return with additional information. – The City Council could determine it needs additional information before a decision can be made. Council would direct staff to complete necessary research and calculations and return with information during the August 24th Council meeting.

Recommendation:

Staff recommends either option 2 or 3, move to approve premium pay for... Staff believes that the City's workforce deserves these funds as thanks for their efforts during a trying time.



REQUEST FOR COUNCIL ACTION

Title: 2021 Overlay Project Contract Award

Preferred Agenda: August 10, 2021

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

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: n/a

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

Attachments: Bid tabulation
Contract document
Construction plans

Purpose of this RCA:

Staff requests authorization to execute the contract for the 2021 Overlay Project Phase 2.

Background/Context:

On April 27, 2021, City Council authorized posting a bid solicitation for the 2021 Overlay Project Phase 2. On June 22, 2021, City Council directed staff to amend the scope of the project. A mandatory pre-bid meeting was held with contractors on June 25, 2021 and was attended by three bidders. The engineer's estimate was \$593,340. The bids closed July 16 and we received three bids. Knife River is the low bidder at \$559,420.

The Challenge/Problem:

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

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life.
- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents' quality of life.
- Sweet Home City Staff – City Staff have an interest in completing projects that empower them to meet the Council's goals and which reduce staff time spent repairing poor quality streets.

Issues and Financial Impacts:

Knife River bid \$559,420. There is \$600,000 budgeted for overlays using ODOT exchange funds. The budget provides a 7.1% contingency, which is less than the usually recommended 10-15% construction contingency.

Elements of a Stable Solution:

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

Options:

1. Option 1 – Award the contract to Knife River. Staff will execute the contract and give the contractor notice to proceed, with a 7.1% contingency not to exceed the budgeted \$600,000.
2. Option 4 – Reject all bids and cancel the project. This option will delay the completion of needed streets work. The project will remain in the CIP and the unspent overlay funds will go into the ending fund balance and be available for re-budgeting.
3. Option 5 – Reject all bids and re-bid the project. This option will delay the completion of needed streets work and would likely result in more expensive bids.

Recommendation:

Staff recommends Option 1 – Award the contract to Knife River.

			Knife River		North Santiam		Wildish	
ITEM DESCRIPTION WITH BID UNIT PRICE			UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization, Cleanup, Traffic & Erosion Control	LS	1	LUMP SUM	\$ 60,740.00		LUMP SUM	\$ 58,100.00
Bid Schedule A. Kalmia St and 45th, 46th, 47th Aves								
2	Road Surface Pretreatment	SY	8,465	\$ 0.78	\$ 6,602.70	\$ 1.10	\$ 9,311.50	\$ 1.00 \$ 8,465.00
3	Level 2, 1/2" ACP Mixture	TON	1,540	\$ 97.90	\$ 150,766.00	\$ 114.50	\$ 176,330.00	\$ 105.00 \$ 161,700.00
4	Full Rebuild - Aggregate Base	TON	435	\$ 75.20	\$ 32,712.00	\$ 77.50	\$ 33,712.50	\$ 100.00 \$ 43,500.00
5	Valve Can Adjustment	EA	13	\$ 147.00	\$ 1,911.00	\$ 125.00	\$ 1,625.00	\$ 300.00 \$ 3,900.00
6	Manhole Adjustment	EA	9	\$ 217.00	\$ 1,953.00	\$ 200.00	\$ 1,800.00	\$ 1,500.00 \$ 13,500.00
7	Driveway	TON	85	\$ 202.00	\$ 17,170.00	\$ 210.00	\$ 17,850.00	\$ 350.00 \$ 29,750.00
Schedule A Subtotal					\$ 211,114.70		\$ 240,629.00	\$ 260,815.00
Bid Schedule F. 42nd Ave South of Long St								
8	Road Surface Pretreatment	SY	2,785	\$ 0.94	\$ 2,617.90	\$ 2.22	\$ 6,182.70	\$ 1.00 \$ 2,785.00
9	Level 2, 1/2" ACP Mixture	TON	465	\$ 96.20	\$ 44,733.00	\$ 118.30	\$ 55,009.50	\$ 105.00 \$ 48,825.00
10	Full Rebuild - Aggregate Base	TON	20	\$ 91.00	\$ 1,820.00	\$ 146.00	\$ 2,920.00	\$ 200.00 \$ 4,000.00
11	Valve Can Adjustment	EA	6	\$ 147.00	\$ 882.00	\$ 125.00	\$ 750.00	\$ 300.00 \$ 1,800.00
12	Manhole Rim Adjustment	EA	4	\$ 217.00	\$ 868.00	\$ 200.00	\$ 800.00	\$ 1,500.00 \$ 6,000.00
13	Driveway	TON	35	\$ 226.00	\$ 7,910.00	\$ 245.00	\$ 8,575.00	\$ 350.00 \$ 12,250.00
Schedule F Subtotal					\$ 58,830.90		\$ 74,237.20	\$ 75,660.00
Bid Schedule G. Locust St and 54th Ave								
14	Road Surface Pretreatment	SY	970	\$ 1.74	\$ 1,687.80	\$ 5.00	\$ 4,850.00	\$ 5.00 \$ 4,850.00
15	Level 2, 1/2" ACP Mixture	TON	215	\$ 112.50	\$ 24,187.50	\$ 192.00	\$ 41,280.00	\$ 120.00 \$ 25,800.00
16	Full Rebuild - Aggregate Base	TON	5	\$ 91.00	\$ 455.00	\$ 390.00	\$ 1,950.00	\$ 200.00 \$ 1,000.00
17	Manhole Rim Adjustment	EA	1	\$ 217.00	\$ 217.00	\$ 200.00	\$ 200.00	\$ 1,500.00 \$ 1,500.00
18	Driveway	TON	20	\$ 200.00	\$ 4,000.00	\$ 265.00	\$ 5,300.00	\$ 700.00 \$ 14,000.00
Schedule G Subtotal					\$ 30,547.30		\$ 53,580.00	\$ 47,150.00
Bid Schedule H. Larch St and Locust St off 49th								
19	Road Surface Pretreatment	SY	3,115	\$ 1.04	\$ 3,239.60	\$ 1.20	\$ 3,738.00	\$ 2.00 \$ 6,230.00
20	Level 2, 1/2" ACP Mixture	TON	510	\$ 91.80	\$ 46,818.00	\$ 119.00	\$ 60,690.00	\$ 120.00 \$ 61,200.00
21	Full Rebuild - Aggregate Base	TON	15	\$ 91.00	\$ 1,365.00	\$ 111.00	\$ 1,665.00	\$ 200.00 \$ 3,000.00
22	Valve Can Adjustment	EA	5	\$ 147.00	\$ 735.00	\$ 125.00	\$ 625.00	\$ 300.00 \$ 1,500.00
23	Manhole Rim Adjustment	EA	2	\$ 217.00	\$ 434.00	\$ 200.00	\$ 400.00	\$ 1,500.00 \$ 3,000.00
24	Pedestrian Ramp	EA	4	\$ 9,850.00	\$ 39,400.00	\$ 10,500.00	\$ 42,000.00	\$ 16,500.00 \$ 66,000.00
Schedule H Subtotal					\$ 91,991.60		\$ 109,118.00	\$ 140,930.00
Bid Schedule J. Vine St. off of 18th								
25	Road Surface Pretreatment	SY	1,615	\$ 1.10	\$ 1,776.50	\$ 3.34	\$ 5,394.10	\$ 1.00 \$ 1,615.00
26	Level 2, 1/2" ACP Mixture	TON	350	\$ 98.20	\$ 34,370.00	\$ 161.00	\$ 56,350.00	\$ 120.00 \$ 42,000.00
27	Full Rebuild - Aggregate Base	TON	20	\$ 91.00	\$ 1,820.00	\$ 133.00	\$ 2,660.00	\$ 200.00 \$ 4,000.00
28	Road Base Regrade	LS	1	LUMP SUM	\$ 8,270.00	LUMP SUM	\$ 7,200.00	LUMP SUM \$ 7,000.00
29	Valve Can Adjustment	EA	1	\$ 147.00	\$ 147.00	\$ 125.00	\$ 125.00	\$ 300.00 \$ 300.00
30	Manhole Rim Adjustment	EA	2	\$ 217.00	\$ 434.00	\$ 200.00	\$ 400.00	\$ 1,500.00 \$ 3,000.00
31	Driveway	TON	20	\$ 355.00	\$ 7,100.00	\$ 380.00	\$ 7,600.00	\$ 700.00 \$ 14,000.00
Schedule J Subtotal					\$ 53,917.50		\$ 79,729.10	\$ 71,915.00

Bid Schedule K. Poplar St west of 9th Ave									
32	Road Surface Pretreatment	SY	500	\$ 0.90	\$ 450.00	\$ 6.40	\$ 3,200.00	\$ 6.00	\$ 3,000.00
33	Level 2, 1/2" ACP Mixture	TON	80	\$ 149.00	\$ 11,920.00	\$ 220.00	\$ 17,600.00	\$ 180.00	\$ 14,400.00
34	Full Rebuild - Aggregate Base	TON	1	\$ 91.00	\$ 91.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00
35	Valve Can Adjustment	EA	1	\$ 147.00	\$ 147.00	\$ 125.00	\$ 125.00	\$ 300.00	\$ 300.00
36	Manhole Rim Adjustment	EA	1	\$ 903.00	\$ 903.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
37	Pedestrian Ramp	EA	2	\$ 9,850.00	\$ 19,700.00	\$ 10,200.00	\$ 20,400.00	\$ 16,500.00	\$ 33,000.00
38	Driveway	TON	15	\$ 240.00	\$ 3,600.00	\$ 275.00	\$ 4,125.00	\$ 700.00	\$ 10,500.00
	Schedule K Subtotal				\$ 36,811.00		\$ 46,800.00		\$ 63,700.00
Bid Schedule M. Nandina St between 54th & 56th									
39	Road Surface Pretreatment	SY	450	\$ 3.20	\$ 1,440.00	\$ 7.40	\$ 3,330.00	\$ 3.00	\$ 1,350.00
40	Level 2, 1/2" ACP Mixture	TON	80	\$ 124.25	\$ 9,940.00	\$ 238.00	\$ 19,040.00	\$ 180.00	\$ 14,400.00
41	Full Rebuild - Aggregate Base	TON	20	\$ 91.00	\$ 1,820.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
42	Manhole Rim Adjustment	EA	1	\$ 217.00	\$ 217.00	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00
43	Driveway	TON	10	\$ 205.00	\$ 2,050.00	\$ 230.00	\$ 2,300.00	\$ 700.00	\$ 7,000.00
	Schedule M Subtotal				\$ 15,467.00		\$ 28,870.00		\$ 28,250.00
	Total Bid Project Cost				\$ 559,420.00		\$ 691,063.30		\$ 876,420.00
						Knife River	North Santiam	Wildish	

CONTRACT DOCUMENT

FOR CONSTRUCTION OF

**CITY OF SWEET HOME
FY 2021 Overlay Program Project Phase 2**

Department of Public Works, Engineering Division
1400 24th Avenue
Phone 541.367.6359

Issued July 8, 2021
Incorporates Addendum #4

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INSTRUCTIONS TO BIDDERS.....	3
BID	4
CONTRACT	7
BID BOND.....	9
PAYMENT BOND.....	10
PERFORMANCE BOND	13
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM	16
BID FORM.....	17
PREVAILING WAGE for PUBLIC WORKS CONTRACTS.....	19
PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION	19
PUBLIC WORKS BOND.....	20
RECIPROCAL PREFERENCE LAW	20
PROJECT DRAWINGS (SEPARATE ATTACHMENT)	21
SPECIAL PROVISIONS I	22
SPECIAL PROVISIONS II	28

INSTRUCTIONS TO BIDDERS

Sealed bids for the **FY 2021 Overlay Program Project Phase 2** will be received on behalf of the City of Sweet Home by Greg Springman at 1400 24th Avenue, Sweet Home, OR 97386 until bid closing time of **2:00 PM local time on Friday, July 16, 2021**. **Immediately following the closing time, the bids shall be opened and publicly read.** The outside of the Bid envelopes shall be clearly marked **FY 2021 Overlay Program Project Phase 2** and show (1) the Bidder's name, (2) the Bid Opening time and date and (3) the Bidders CCB license number, and shall be delivered to the City of Sweet Home by or before the above listed bid closing time.

The City will require that for projects greater than \$100,000, the "First-Tier Subcontractor Disclosure Form" as contained in the bidding documents, be submitted with the bid documents in a separate sealed envelope by the Bid Closing or within two working hours of the Bid Closing, not later than **4:00 PM local time Friday, July 16, 2021**. The envelope shall be clearly marked "**Disclosure Form for FY 2021 Overlay Program Project Phase 2**", and shall include (1) Bidders name, and (2) the submittal time and date deadline. Bidders who fail to submit the required disclosure will be considered non-responsive. **Submittals by Facsimile or Electronic Data Interchange (EDI) will not be accepted.**

Contract specifications, and plan sets – in PDF file format –, may be obtained from the Bids and RFPs menu off the Government on the City of Sweet Home website at <https://www.sweethomeor.gov/rfps>. Questions about the project elements may be directed to Trish Rice, Engineering Technician, Sweet Home Public Works, 1400 24th Avenue, Sweet Home, Oregon, 97386, contact by phone at 541-818-8037, or email price@sweethomeor.gov. **Questions must be submitted by 4:00pm on Tuesday, July 6, 2021.**

Each bidder must possess or have access to the 2021 Oregon Standard Specifications for Construction. These are available online at: https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board for construction projects or licensed with the Landscape Contractors Board for landscaping projects.

Bidders Checklist: All prospective bidders must include the following:

- Each bid must contain a statement as to whether the Bidder is a resident Bidder, as defined in ORS 279C.365. In determining the lowest responsible bidder, the City of Sweet Home will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.
- All bids shall contain a statement declaring that the Bidder agrees to comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of prevailing wages and the Bureau of Labor and industries fee.
- The project bid document set, with names and corporate information of the bidder, schedule of prices completely filled out, additional addendum items if any; however, project drawings do not need to be included.
- The First-Tier Subcontractor Disclosure Form as noted above.
- Each bid must contain Surety and Bond information.
- A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Sweet Home within ten (10) days after the date of the Notice of Award.

The City may reject any bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all submittals upon a finding of the City that it is in the best interest to do so, as determined solely by the City.

BID

To the Honorable Mayor and City Council
City of Sweet Home, Oregon 97386

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that the bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid. The bidder has received and considered the following Addenda to specifications, if any, of revisions and/or additions to the plans;

No. _____ to No. _____, inclusive; Plan Revision Sht. No. _____; Plan Addition Sht. No. _____.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier subcontractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

The Bidder further declares that the only persons or parties interested in this bid are those named herein: that this bid is in all respects fair and without fraud: that it is made without collusion with any official of the City of Sweet Home, and that the bid is made without any connection or collusion with any person making another bid on this Contract.

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data, which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions, have been utilized.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Sweet Home, Oregon, will be executed within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Sweet Home the Performance and Payment Bond required by Subsection 00130.4 of the Oregon Standard Specifications for Construction (as revised), the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Sweet Home to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Sweet Home shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Sweet Home's judgment, is in the City of Sweet Home's own best interest. In submitting this Bid, it is understood that the City of Sweet Home reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

The mandatory pre-bid meeting will be held beginning at the City of Sweet Home Public Works Department at 1400 24th Avenue and then proceeding into the field, starting at

1:00pm on Friday, June 25, 2021 (Time & Date)

Questions about the project elements must be submitted by

4:00pm on Tuesday, July 6, 2021 (Time & Date)

Sealed bids will be received at the City of Sweet Home Public Works Department at 1400 24th Avenue until

2:00pm on Friday, July 16, 2021 (Time & Date)

with 1st Tier Subcontractor Disclosure Forms until

4:00pm on Friday, July 16, 2021 (Time & Date)

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed issued on or near;

July 27, 2021 (Date)

and, to complete the construction, in all respects by;

November 12, 2021 (Date)

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:

(Days)

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Sweet Home, Oregon, as provided under Subsection 00180.85 of the Oregon Standard Specifications.

BID BOND

Accompanying this bid is a certified check, cashier's check or Bidder's Bond in the sum of

Dollars & Cents (\$), (10% of total contract price)

according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this bid, the Surety which will provide the Performance and Payment Bond will be:

(Name)

(Address)

(City, State)

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words shall govern.

BIDDER

The name of the Bidder submitting this bid is:

(Name)

(Address)

(City, State, Zip)

(Telephone)

(Email)

(Federal Tax ID No)

(Construction Contractor Board No)

(Workers' Comp Ins. Co.)

(Workers' Comp Policy/Binder No)

The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) **is / is not** a resident Bidder. If the bidder is non-resident, indicate _____5_____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals, are as follows:

If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20____.

(Signature of Bidder)

(Title)

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

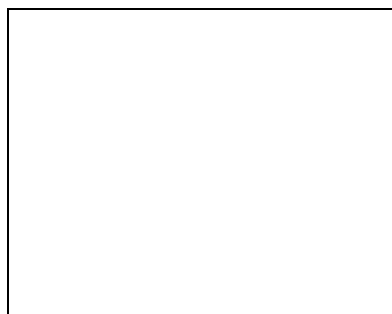
(Name of Corporation)

(By)

(Title)

(Attest)

Secretary (Mandatory Signature)



(SEAL)

CONTRACT

THIS CONTRACT, made between the CITY OF SWEET HOME, a municipal corporation, hereinafter called "Owner" and _____, hereinafter called "Contractor".

WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the 2021 Oregon Standard Specifications for Construction, the Special Specifications bound herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the Oregon Standard Specifications for Construction, the Special Specifications, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City.

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

The Contractor agrees to protect, indemnify, and hold harmless the Owner, its officers, agents, and employees harmless against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the Owner or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS 279C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the Owner hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279C as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the Owner further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C as though each obligation or condition were set forth fully herein.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279A to 279C relating to Public Contracts, Purchasing, and Prevailing Wage Rates for work performed under the Contract with the Owner are made part of this Contract as completely as if the same were fully set forth herein.

In consideration of the faithful performance of all of the obligations herein set out and in consideration of the faithful performance of this Contract, the Owner agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said bid.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the

Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, including those incurred on appeal.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, the Contract and affixed their respective official seals.

CONTRACTOR:

OWNER:

CITY OF SWEET HOME, OREGON:

APPROVED AS TO FORM:

City Attorney

DATE: _____

DATE: _____

By: _____

By: _____

Public Works Director

Title: _____

By: _____

City Manager

By: _____

Title: _____

(Note: Signatures of two officers are required for a corporation.)

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

BID BOND

DATE. _____

BOND NO. _____.

AMOUNT OF BID: _____ (\$).

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety)

a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as SURETY, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

_____ Dollars & Cents (\$ _____), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for _____, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this _____ day of _____, 20____

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the payment of labor, materials, and equipment furnished for the use in the performance of the Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments, hereto, upon amendment to the Contract not increasing the Contract Price more than twenty five percent (25%). The term "amendment wherever used in this Bond, and whether referring to this Bond, the Contract, or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

With respect to the Owner, this obligation shall be null and void if the Contractor: 1) promptly makes payment, directly or indirectly, for all sums due Claimants, and 2) defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract.

With respect to Claimants, this obligation shall be null and void if the contractor promptly makes payment, directly or indirectly, for all sums due.

A Claimant is defined as persons claiming to have supplied labor or materials, for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, State Department of Unemployment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction contract, has a right of action on the Contractor's Board as provided in ORS 279C.380 only if: 1) the person or the assignee of the person has not been paid in full; and 2) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and the Secretary of State, in the Construction Contract with a state agency, or the clerk or auditor if the public body is other than a state agency.

The intent of this Bond shall be to include without limitation, the terms 'labor, materials or equipment, that part of water, gas, power, light, heat, oil. Gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or

expenses including attorneys' fees which the Owner may incur in connection with its defense of any such right of action.

No suit or action shall be commence on this Bond by any Claimant: 1) Unless claimant shall have given written notice to the Contractor and the Secretary of State, if the Contractor with a state agency, or the clerk or auditor of the public body which let the Contract if the public body is other than a state agency, within one hundred twenty (120) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location. 2) After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

When the Claimant has satisfied the conditions of the above, the Surety shall promptly and at the Surety's expense take the following actions: 1) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amount that are undisputed and the basis for challenging any amount that are disputed. 2) pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of the bond and any amendment thereto as outlined above, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Surety shall not be liable to the Owner, Claimants or others for obligation of the contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, otherwise have obligations to Claimants under this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions: 1) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

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

(Owner)

FY 2021 Overlay Program Project Phase 2

(Project)

None

(Bond Modifications)

PERFORMANCE BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), (total contract price)

to the Owner for the performance of the Construction Contract and any extension thereof, and during the twelve (12) month guaranty period which contract, extension and guaranty are incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in the following paragraph.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after: 1) The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and 2) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in the above paragraph; and 3) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

When the Owner has satisfied the conditions of the above paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions: 1) Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or 2) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in the following paragraph in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or 4) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: 4a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or 4b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

If the Surety does not proceed as provided in the above paragraph with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to

enforce any remedy available to the Owner. If the Surety proceeds as provided in the above paragraph, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under the second above paragraph, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for: 1) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; 2) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under the second above paragraph; and 3) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted with two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions: 1) Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

2) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

3) Contractor Default; Failure of the contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction contract.

4); Owner Default; Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction contract or to perform and complete or comply with the other terms thereof.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

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

(Owner)

FY 2021 Overlay Program Project Phase 2

(Project)

None

(Bond Modifications)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **FY 2021 Overlay Program Project Phase 2**

Bid Closing Date & Time: Friday, July 16, 2021, 2:00 PM.

Bid Open Time: Friday, July 16, 2021, 2:00 PM.

Subcontractor Disclosure Due Date & Time: Friday, July 16, 2021, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name), _____ (Phone #).

BID FORM

	ITEM DESCRIPTION WITH BID UNIT PRICE	UNIT	APPROX QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Mobilization, Cleanup, Traffic & Erosion Control	LS	1	LUMP SUM	

Bid Schedule A. Kalmia St and 45th, 46th, 47th Aves					
2	Road Surface Pretreatment	SY	8,465		
3	Level 2, 1/2" ACP Mixture	TON	1,540		
4	Full Rebuild - Aggregate Base	TON	435		
5	Valve Can Adjustment	EA	13		
6	Manhole Adjustment	EA	9		
7	Driveway	TON	85		
	Total Bid Project Cost, Schedule A				

Bid Schedule F. 42nd Ave South of Long St					
8	Road Surface Pretreatment	SY	2,785		
9	Level 2, 1/2" ACP Mixture	TON	465		
10	Full Rebuild - Aggregate Base	TON	20		
11	Valve Can Adjustment	EA	6		
12	Manhole Rim Adjustment	EA	4		
13	Driveway	TON	35		
	Total Bid Project Cost, Schedule F				

Bid Schedule G. Locust St and 54th Ave					
14	Road Surface Pretreatment	SY	970		
15	Level 2, 1/2" ACP Mixture	TON	215		
16	Full Rebuild - Aggregate Base	TON	5		
17	Manhole Rim Adjustment	EA	1		
18	Driveway	TON	20		
	Total Bid Project Cost, Schedule G				

Bid Schedule H. Larch St and Locust St off 49th					
19	Road Surface Pretreatment	SY	3,115		
20	Level 2, 1/2" ACP Mixture	TON	510		
21	Full Rebuild - Aggregate Base	TON	15		
22	Valve Can Adjustment	EA	5		
23	Manhole Rim Adjustment	EA	2		
24	Pedestrian Ramp	EA	4		
	Total Bid Project Cost, Schedule H				

Bid Schedule J. Vine St. off of 18th					
25	Road Surface Pretreatment	SY	1,615		
26	Level 2, 1/2" ACP Mixture	TON	350		
27	Full Rebuild - Aggregate Base	TON	20		
28	Road Base Regrade	LS	1	LUMP SUM	
29	Valve Can Adjustment	EA	1		
30	Manhole Rim Adjustment	EA	2		
31	Driveway	TON	20		
	Total Bid Project Cost, Schedule J				

Bid Schedule K. Poplar St west of 9th Ave					
32	Road Surface Pretreatment	SY	500		
33	Level 2, 1/2" ACP Mixture	TON	80		
34	Full Rebuild - Aggregate Base	TON	1		
35	Valve Can Adjustment	EA	1		
36	Manhole Rim Adjustment	EA	1		
37	Pedestrian Ramp	EA	2		
38	Driveway	TON	15		
	Total Bid Project Cost, Schedule K				

Bid Schedule M. Nandina St between 54th & 56th					
39	Road Surface Pretreatment	SY	450		
40	Level 2, 1/2" ACP Mixture	TON	80		
41	Full Rebuild - Aggregate Base	TON	20		
42	Manhole Rim Adjustment	EA	1		
43	Driveway	TON	10		
	Total Bid Project Cost, Schedule M				

Total Bid Project Cost				
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PREVAILING WAGE for PUBLIC WORKS CONTRACTS
OREGON BOLI SPECIFICATIONS

All the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Sweet Home shall be complied with.

Each worker in each trade or occupation employed in the performance of this contract either by the contractor, subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the work on this contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.838 and 279C.840.

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes two rates publications (and amendments to both) that are available by calling 971-673-0839 or online at the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

Prevailing wage rates that apply to this contract are the **January 1, 2021, Prevailing Wage Rates for Public Works Contracts** in Oregon and the **October 1, 2020, PWR Apprenticeship Rates**.

FY 2021 Overlay Program Project Phase 2 does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.

If the contractor fails to pay for any labor or services, the City can pay for this labor or services and withhold these amounts from payments due the contractor. ORS 279C.520; OAR 839-025-0020(2)(b).

The contractor shall pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540.

The contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

Contractors and subcontractors are required to prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845; OAR 839-025-0010). Contractor payment will be withheld until the City is in receipt of these certified weekly payroll reports. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

Contractors and subcontractors which are on BOLI's List of PWR Contractors Ineligible to Receive Public Works Contracts, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest, are ineligible to receive public works contracts until removed from the list. The current version of the list is available on the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>

PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

Oregon BOLI Law ORS 279C.530

The contractor shall make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)

All subject employers working under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

PUBLIC WORKS BOND

Oregon Public Contracting Law

In addition to the required payment bond and performance bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor and every subcontractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, to be used exclusively for unpaid wages determined to be due by BOLI.

The contractor shall include in every subcontract a provision requiring the subcontractor to have said Public Works Bond filed with the Construction Contractor's Board before starting work on the project, unless the subcontractor is exempt. The contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/Documents/public-works-bond.pdf>.

RECIPROCAL PREFERENCE LAW

Oregon's Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. For example, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

OAR 125-246-0310: Reciprocal Preferences.

- (1) When evaluating offers according to OAR 125-247-0255 through 125-247-0260, 125-249-0390 or 125-249-0640 through 125-249-0660, Authorized Agencies must add a percentage increase to the Offer of a Nonresident Offeror equal to the percentage, if any, of the preference that would be given to that Offeror in the state in which the Offeror resides. An Authorized Agency may rely on the list maintained by the Department according to ORS 279A.120(4) to determine:
 - (a) Whether the Nonresident Offeror's state gives preference to in-state Offerors; and if so,
 - (b) The amount of such preference (Percentage).
- (2) Authorized Agencies must add a percentage to the Offer that matches the Percentage described in Section (1) before determining Tie-Offers in accordance with OAR 125-246-0300.

The National Association of Procurement Officials (NASPO) has gathered information on preference laws of all states. See <https://www.naspo.org/research-innovation/state/OR> for more details. This list is for your use in making contract awards under Oregon's reciprocal preference law. If you are in need of any assistance in the application of this law, please call or contact the State Procurement Office:

State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry Street SE, U-140,
Salem, OR 97301-4285.
Tel: 503-378-4642.

PROJECT DRAWINGS (SEPARATE ATTACHMENT)

CONSTRUCTION DETAILS

See Attached.

SPECIAL PROVISIONS I
GENERAL REQUIREMENTS AND INFORMATION

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project.

NOTE: All codes, standards, workmanship, material testing, general items, products, execution, special provisions, measurement and payments etc., are well documented in the Specifications noted above, and are NOT repeated here, but are included herein in whole or in part as reference and shall be applicable.

DESCRIPTION NARRATIVE OF WORK

The project work is the AC Paving Overlay, application of tack coat, construction of transitions, construction of pedestrian ramps, and related utility work on various city streets as noted in the schedule listing below. All quantities are estimated.

Schedule A is the Paving Improvement Work on Kalmia Street between 45th Street and 47th Street, and 45th Avenue, 46th Avenue, and 47th Avenue between Long Street and Kalmia Street, and 46th Ave south of Kalmia St. The Work in this Schedule includes the pretreatment of 8,465 square yards of roadway, full rebuild of sections of road requiring 435 tons of aggregate base, placement of 1,540 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 230 tons of Level 2 Asphalt Concrete, and the adjustment of 13 valve cans and 9 manhole lids.

Schedule F is the Paving Improvement Work on 42nd Avenue South of Long Street. The Work in this Schedule includes the pretreatment of 3,750 square yards of roadway, full rebuild of sections of road requiring 20 tons of aggregate base, and the placement of 820 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 35 tons of Level 2 Asphalt Concrete, and the adjustment of 6 valve cans and 4 manhole lids.

Schedule G is the Paving Improvement Work on Locust Street and 54th Avenue. The Work in this Schedule includes the pretreatment of 970 square yards of roadway, full rebuild of sections of road requiring 5 tons of aggregate base, and the placement of 215 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 20 tons of Level 2 Asphalt Concrete, and the adjustment of 2 manhole lids.

Schedule H is the Paving Improvement Work on Larch Street and Locust Street East of 49th Avenue. The Work in this Schedule includes the pretreatment of 3,115 square yards of roadway, full rebuild of sections of road requiring 15 tons of aggregate base, and the placement of 515 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. The Work includes the construction of 4 ADA Compliant Pedestrian Ramps. In addition, this Schedule includes the adjustment of 3 valve cans and 2 manhole lids.

Schedule J is the Paving Improvement Work on Vine Street East of 18th Avenue. The Work in this Schedule includes the pretreatment of 1,615 square yards of roadway, regrading the road base of Sections of Vine Street, full rebuild of sections of road requiring 20 tons of aggregate base, and the placement of 355 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 20 tons of Level 2 Asphalt Concrete, and the adjustment of 1 valve can and 2 manhole lids.

Schedule K is the Paving Improvement Work on Poplar Street West of 9th Avenue. The Work in this Schedule includes the pretreatment of 500 square yards of roadway, full rebuild of sections of road requiring 1 tons of aggregate base, and the placement of 110 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. The Work includes the construction of 2 ADA Compliant Pedestrian Ramps. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 15 tons of Level 2 Asphalt Concrete, and the adjustment of 1 valve can and 1 manhole lids.

Schedule M is the Paving Improvement Work on Nandina Street East of 54th Avenue. The Work in this Schedule includes the pretreatment of 450 square yards of roadway, full rebuild of sections of road requiring 5 tons of aggregate base, and the placement of 80 tons of Level 2 Asphalt Concrete on roadways and raising the gravel shoulder to match the new road surface. In addition, this Schedule includes the overlay of gravel driveways requiring an additional 10 tons of Level 2 Asphalt Concrete, and the adjustment of 1 manhole lid.

TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received at the City of Sweet Home Public Works Department at 1400 24th Avenue, Sweet Home, Oregon, at which time as noted in the bid documents, the sealed bids will be publicly opened and read. Bids submitted after the specified time will not be received or opened.

The City of Sweet Home reserves the right to accept the bids and award a contract to the lowest responsible bidder; to postpone the acceptance of the Bid and the award of the contract for a period not to exceed thirty (30) calendar day; or to reject any and all bids received and further advertise the project for bids. The City of Sweet Home may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

The City of Sweet Home reserves the right to accept all, or any component in part, any Bid Schedule (e.g. A, B,...) grouped bid items, or individual bid items as noted in the specifications.

CONSTRUCTION SCHEDULE

The work, as described in these Plans and Specifications, is to begin no earlier than that approved by City Council and noted in the Notice to Proceed. Following the Award of Contract, and prior to issuance of the Notice to Proceed, a Pre-Construction meeting will be held, at which the Contractor shall submit a written Work Schedule, Traffic Control Schedule, Erosion Control Plan, or other documents to the Engineer. The Work Schedule shall specify the project work days to be utilized within the allowable completion time. Failure to complete the work within the completion time prescribed shall be considered cause for assessing liquidated damages, as set forth in Paragraph "LIQUIDATED DAMAGES" of these Special Provisions.

The construction schedule, as approved by the Engineer, will be an integral part of the Contract and will establish interim contract completion dates for the various activities. "Day" used throughout the Contract, unless otherwise stated, means "calendar day". Should any activity not be completed within five (5) days after the stated scheduled date, the Engineer shall have the right to order the Contractor to expedite completion of the activity by whatever means the Engineer deems appropriate and necessary without additional compensation to the Contractor.

It is expressly understood, and agreed, that failure by the Engineer to exercise the option to either order the Contractor to expedite an activity, or to expedite the activity by other means, shall not be considered precedent setting for any other activities.

TYPE OF BID

The Bid for the work is to be submitted on a unit price basis as called for in the Bid. The estimate of quantities of work to be done as tabulated in the Bid, and although stated with as much accuracy as possible, is approximate only, and is assumed solely for the convenience of the Contractor while assembling the Bid.

BASIS OF AWARD

Award, if made, will be to a lowest responsible bidder (as defined by O.R.S.) for any combination of schedules as stated above which is determined by the City to be in the City's best interest to award.

PERMITS

The contractor shall be responsible for acquiring any permits necessary for the completion of the work, i.e. fill & grade, water & wastewater plumbing, stormwater, or building construction on private property.

INCIDENTAL ITEMS

It is the intent of these documents that the bid items listed in the Bid shall provide full and complete payment for this project, as described in the Plan and Specifications. Payment for any incidental items, whether noted on the Plans and Specifications or not, which are necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be considered to have been included with the Bid.

PREQUALIFICATION

Prequalification is not required for this project.

When they occur if stated in the Instructions to Bidders, statements on standard ODOT or AGC Form 40 forms must be received by the City of Sweet Home on the date stated. Prequalification shall state the bidder's experience in handling work of this type and magnitude, availability of equipment and supervisory personnel, giving references on previous similar projects, etc. Bids that are submitted by Contractors that have not prequalified will be considered non-responsive, and the bid will not be opened. Faxed Prequalification statements will not be accepted.

UTILITIES

The utilities shown on the Plans are located to the best degree possible from the information available, but are not guaranteed to be either accurate or complete. The existence of existing utility conflicts, not indicated on the Plans, shall not be the basis of extra work claims except that the cost of extra materials actually required to perform the work, and incorporated into the work, may be submitted for reimbursement in accordance with the General Conditions. The decision of the Engineer, as to the validity of such claims, shall be final. IN ACCORDANCE WITH ORS 757.542 TO 757.562 inclusive, it shall be the responsibility of the Contractor to notify all utility companies and organizations of his intention to begin construction. The Contractor alone shall be responsible for protecting all utilities and replacing utilities damaged by the Contractor during construction.

LIMITATION / SUBMISSION REQUIREMENTS

The City of Sweet Home reserves the right to:

- Accept or reject any or all bids received as a result of the RFB,
- Negotiate with qualified Bidders, as allowed by law.
- Cancel any RFB, in part or in whole, if it is determined to be in the best interest of the City to do so,
- Award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects,
- The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

SAFETY REQUIREMENTS

The Contractor shall have the sole responsibility for complying with the requirements of the Oregon Occupational Safety and Health Code, particularly Division 3, OAR 437-003, "Construction". Failure of the Contractor to comply with specific requirements shall be the Contractor's liability. No liability for safety violations will be assumed by the Engineer, City, or other involved parties. The Contractor shall comply with all Federal, State, County and City regulations.

PROTECTION OF FACILITIES

The Contractor shall make provisions for protection of all work during the period of construction, and shall repair or replace any facilities damaged by flood, fire, vandalism, neglect, or other means prior to acceptance of the completed facility by the Owner.

INSPECTION/ENGINEER

The term Inspector, Engineer, or the authorized representative of the Owner, for the purposes of approving materials and workmanship, shall be the City of Sweet Home.

SPECIFICATIONS

The Contractor shall perform all work in conformance with the construction drawings, special provisions and in compliance with the Oregon Standard Specifications for Construction (as revised) as if said specifications were bound herewith, or as they may be modified by the Special Provisions herein.

PROJECT WARRANTY

In addition to other specific warranties required by these Specifications, all work, including material and workmanship supplied by the Contractor shall be warranted to be free of defect for one (1) year from the date the written Final Acceptance by the City of Sweet Home. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs, and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his surety shall be liable for the cost thereof.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

This shall include all temporary protection and direction of traffic per Oregon Standard Specifications for Construction, ODOT specifications, and as shown on the drawings or as stated herein. Traffic Control shall be per current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Traffic control devices which are expected to be in place for the duration of the project may be shown on the drawings. The Contractor shall provide such other traffic control devices as may be required at locations where construction is of short duration (i.e., street intersections and access to private property).

Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Night time protection with lighted barricades may be required. Emergency vehicles must have access or have access provided when needed.

A traffic control plan shall be submitted to the Engineer for review and approval. Following approval, the plan SHALL BE ADHERED TO AT ALL TIMES. The Contractor may find it necessary to consider various traffic control options for different stages of construction. Limited street closure to through traffic will not be allowed on this project. The Contractor must submit and receive approval from the Engineer prior to any modifications to the approved plan. If, in the opinion of the Engineer, the Contractor fails to comply with the drawings or the approved traffic control plan, or fails to protect the public safety, in addition to other penalties as described in the Standard Construction Specification, payment for this item shall be reduced at the discretion of the Engineer.

The Contractor shall furnish the Engineer with the name and phone number of a responsible person with authority to ensure that the provisions of the plan are complied with, particularly with regard to 24 hour availability to provide a one (1) hour response to problems. The Contractor shall, at all times, protect access to private property.

Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be out of use. Maintaining access at all times to adjoining properties shall be incidental to the Contract and no extra payment shall be made for work relating to maintaining access, including temporary rock or asphalt necessary for the convenience and safety of the public.

EROSION CONTROL

As required per DSL, COE, DEQ, and any other National permits. All construction activities shall conform to City NPDES permit and Stormwater Control Best Management Practices.

Erosion control measures shall protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas. Material deposits in excess must be removed by the contractor. The City of Sweet Home will

not provide removal. This will include control of runoff from any areas used for staging when or if the staging area is in a portion of the street right-of-way.

FINAL CLEANUP

Final cleanup of all work sites or staging areas shall remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities. This may also include periodic street sweeping regularly since there are local residents within the work zone.

LIQUIDATED DAMAGES

Liquidated Damages will **not** be necessary on this project.

On projects if they were to occur, and would be as noted in the Instructions to Bidders, liquidated damages would be assessed as described in Section 00180.85 of the Oregon Standard Specifications for Construction. Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Two Hundred Dollars (\$200) per day per Schedule for each and every day that the project remains uncompleted beyond the time period outlined in the Construction Schedule.

BONDING REQUIREMENTS

A performance bond and payment bond in the amount of 100% of the contract price shall be furnished to the City of Sweet Home upon executing the contract.

A warranty bond for one year is required from the date of the acceptance by the City. The City of Sweet Home shall be named on the bond as the project Owner.

QUALITY CONTROL TESTING

The Owner reserves the right to perform any testing as may be required to determine compliance with the specifications. Costs for such testing shall be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Noncomplying Work shall be corrected and testing will be repeated until the Work complies with the specifications. Contractor shall pay any costs for retesting non-complying Work.

The Contractor shall cooperate in every respect with the activities of the testing agency.

PROPERTY PIN AND SURVEY/GPS MONUMENT PROTECTION

All property pins adjacent to and within the work area shall be protected from disturbance. If property corners are disturbed during the course of the work, and are not specifically referenced in the Bid Tabulations as requiring setting or resetting, they shall be replaced by a licensed surveyor at the Contractor's expense.

The care and protection, and replacement of damaged or dislodged property monumentation shall also apply to all City and Linn County Survey Markers, GPS Monuments, DLC Corner Monuments, and other position control points.

PRE-BID MEETING

A mandatory Pre-Bid meeting will be held at 1:00 pm on Friday, June 25, 2021 at Sweet Home Public Works, 1400 24th Avenue, Sweet Home OR 97386. The meeting will begin in the office and proceed into the field.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting will be required on this project after the bidder award. When it occurs as noted in the Instructions to Bidders, the meeting will be located at City Hall, and scheduled to take place anytime within ten (10) working days following the Notice of Award. Weather and or other construction scheduling issues may modify this time frame. The Construction Contract and the Notice to Proceed will generally be issued at the meeting.

FY 2021 Overlay Program Project Phase 2 – incorporating Addendum #4

Contract Documents
Page 26 of 30

RETAINAGE

To ensure the proper performance of the Contract, the Owner shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

WAGES AND SALARIES

Attention of Contractors is particularly called to the requirements concerning wages to be paid to certain categories and classifications of employees.

DISPOSAL OF EXCESS MATERIAL

All excess trench excavation, existing sidewalk or curb, and other materials designated to be removed under the contract shall be disposed of off site at the Contractor's expense and in a legal manner. Fill permits, stating Contractor provided quantity, transportation carrier, and fill destination, if within the City Limits, shall be acquired by the City as needed.

PAYMENT

The contractor shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

The quantities listed in the bid schedule do not govern final payment. Payments to the contractor will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement. When items of work are not listed in the bid schedule, the work shall be considered incidental and no separate payment shall be paid.

If the contract cost is determined wholly or in part, on a lump-sum basis, Engineer may use unit prices bid by Contractor in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the unit price may be used in making progress estimates.

END OF GENERAL REQUIREMENTS AND INFORMATION

SPECIAL PROVISIONS II

TECHNICAL SPECIFICATIONS

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project. The cost of other items not specifically called for in the Bidder's Bid will be considered incidental to the Project and no additional payments will be made.

NOTE: All codes, standards, workmanship, material type, material testing, general items, products, execution, special provisions, measurement and payments etc. related to the items noted below, are well documented in the Standard Specifications 00100 through 03010 and are NOT repeated here, but are included herein by reference.

Notification to immediately adjacent corner residents shall be made in writing by the contractor 48 hours in advance of the work. Notification shall state Project Name, Contractor Company Name, contact and phone, City Contact and Phone, the date of the work scheduled and a request to keep parked vehicles out of the corner area. Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be impacted.

Following this section is a map(s) showing the project work site location in Sweet Home.

Bid Items.

BID ITEM NO. 1 – Mobilization, Cleanup, Traffic & Erosion Control.

This item shall include all mobilization and final cleanup within the project area. This will also include periodic street sweeping and to provide final cleanup of all work sites or staging areas to remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities, since there are local residents within the work zone. This includes any staging area required.

This item shall include all Work Zone Traffic Control required by the City of Sweet Home, OHSA MUTCD, and Oregon Department of Transportation Standards. This bid item shall be considered full pay for all labor, materials, and equipment required to plan for, coordinate, sign, flag, detour, or direct traffic impacted by this project in accordance with Section 00225 of the ODOT Standard Specifications. A general traffic control plan shall be submitted – and approved – to the City prior to the beginning of work.

Adequate warning protection will be required for any material stored in a staging area in the right-of-way, or along the longitudinal cut drop off running lengthwise on the roadway. Night time protection of stored materials with lighted barricades may be required. This will include control of runoff from any areas used for staging when or if the staging area is a portion of the street right-of-way. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal.

Access for all residents must be maintained at all times, provide written notice to the resident when specific driveways may be out of use. Emergency vehicles must have access or have access provided when needed.

This item shall include erosion control measures to protect runoff into catchbasins or drainage ditches located on the local streets where the work will be performed. Bio-Filter bags or other forms of sediment barriers may be used.

BID ITEM No. 2, 8, 14, 19, 25, 32, 39. – Road Surface Pretreatment.

This per square yard bid item is for the cleaning of the road surface and application of tack coat on all roadways per Oregon Standard Section 00730. Application rate shall be 0.08 gal/square yard. Tack Coat shall only be applied to clean dry surfaces, all loose material should be removed prior to application. Payment for Road Surface Pretreatment shall be at the Unit Price as stated on the Bid Form for the Project, and shall include, but not limited to, all labor, materials, equipment, and permitting required to complete the Work. No additional measurement for this item will occur.

This material is for the roadway travel lane areas only, it is not necessary to use on driveway aprons.

BID ITEM NO. 3, 9, 15, 20, 26, 33, 40. – Level 2, 1/2" ACP Mixture.

This per Ton bid item shall include the wearing course lift of 2" thick, Level 2 Asphalt Concrete Pavement per Oregon Standard Section 00744. It shall be used for all roadway areas and work area shoulder excavations and infills. See plan set for details. This bid item includes edge widening lifts, pre-level applications necessary for the primary overlay lift, and raising the gravel shoulder to match the new road surface. City and Contractor to verify locations. Payment for Level 2, 1/2" ACP Mixture shall include, but not limited to, all labor, material, equipment, and permitting required to complete the Work. No separate measurement for these items will occur.

This bid item includes the base lift(s) of Level 2, 1/2" ACP Mixture required for the Full Rebuild and the Road Base Regrade areas. Level 2, 1/2" ACP Mixture required under the Driveways Bid Item shall be measured and paid under the Driveways Bid Item.

BID ITEM NO. 4, 10, 16, 21, 27, 34, 41. – Full Rebuild - Aggregate Base.

This per Ton bid item shall include the placement of all compacted aggregate base, as well as, all excavation, sawcutting, and demolition of existing roadway surfaces required for the placement of Aggregate Base. Payment for Aggregate Base shall include, but not limited to, all labor, material, equipment, and permitting required to complete the Work. No separate measurement for these items will occur. Aggregate Base required under the Driveways Bid Item shall be measured and paid under the Driveways Bid Item.

Aggregate Base included in under this line item be 3/4"-0 and be used as the base in roadways and driveways. Place as shown on Plan Set or as directed by City. Use of 1"-0 is an acceptable alternative. Material used shall be per Oregon Standard Section 02640.

Excavation included under this line item shall include all materials and debris removed as necessary to perform the work. This material includes all existing concrete, roadway asphalt, base rock, gravel roadway or topsoil and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within City of Sweet Home limits, a Fill & Grade permit will be necessary from the City Building Program office in City Hall, 3225 Main St (Contact 541-367-7993 for additional information).

Sawcutting included under this line item shall include all concrete or asphalt saw cutting necessary to separate sections to be removed. All roadway locations shall be cut in a straight line, parallel to the travel lane alignment. All driveway aprons shall be cut in a straight line, perpendicular to the travel path where possible, or as specified.

BID ITEM NO. 28. – Road Base Regrade.

This lump sum bid item shall include all saw cutting, removal of existing asphalt, grading and compaction of the existing road base. Road base shall be reshaped per the Plan Set or as directed by the City. The existing roadway shall be sawcut and the asphalt concrete removed. The existing road bases shall then be regraded per plan set or as directed. All Road Base Regrade work must be approved by City before the asphalt overlay is placed. Payment shall include, but not be limited to, all labor, material, equipment, and permits required to complete the Work. No separate measurement for these items shall occur.

BID ITEM NO. 5, 11, 22, 29, 35. – Valve Can Adjustment.

This per unit bid item shall include all valve cans that fall within the overlay. Adjustment all cans to match new road surface elevation or as directed by City. Work shall be conducted per OSSC Section 00490. Payment shall include, but not be limited to, all materials, labor, equipment, and permitting required to complete the Work. No separate measurement for these items shall occur. Blowoff assemblies shall be counted as two valve cans.

BID ITEM NO. 6, 12, 17, 23, 30, 36, 42. – Manhole Rim Adjustment.

FY 2021 Overlay Program Project Phase 2 – incorporating Addendum #4

Contract Documents
Page 29 of 30

This per unit bid item shall include all manholes that fall within the overlay. Adjust all manhole rims to match new road surface elevation or as directed by City. **Adjustments of nominal 2” or less shall use cast iron or steel risers. Adjustments of nominal 3” or greater shall use concrete risers.** Work shall be conducted per OSSC Section 00490. Payment shall include, but not be limited to, all materials, labor, equipment, and permitting required to complete the Work. No separate measurement for these items shall occur.

BID ITEM NO. 24, 37. – Pedestrian Ramp.

This per unit bid item shall include all materials and labor required to construct an American Disability Act (ADA) compliant pedestrian ramp. This item includes the demolition of the existing ramp and all form work required to construct the ramp. Ramp design, form work, and construction shall conform to all ADA and ODOT requirements. Non-compliant ramps will not be accepted and shall be replaced at the Contractors expense. Payment shall include, but not be limited to, all materials, labor, equipment, and permitting required to complete the Work. No separate measurement for these items shall occur.

BID ITEM NO. 7, 13, 18, 31, 38, 43. – Driveways.

This per ton bid item shall include the wearing course lift of 2” thick, Level 2 Asphalt Concrete Pavement, per Oregon Standard Section 00744. It shall be used for all driveway apron areas. Pave only to the property line or position per direction from City. Existing driveways of asphalt or concrete that extend to the roadway do not need to be overlaid. This bid item includes any pre-level applications necessary for the primary overlay lift. City and Contractor to verify locations. Payment for Driveways shall include, but not limited to, all labor, material, equipment, and permitting required to complete the Work. No separate measurement for these items will occur.

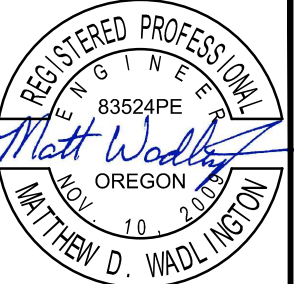
END OF GENERAL TECHNICAL REQUIREMENTS

The map displays the state of Oregon with its major cities and highways. A red arrow points to the project location near Sweet Home. The map includes the following labels:

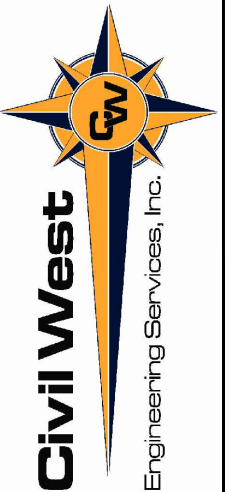
- Cities:** SEASIDE, LONGVIEW, TILLAMOOK, PORTLAND, THE DALLES, PENDLETON, LA GRANDE, LINCOLN CITY, SALEM, ALBANY, CORVALLIS, SWEET HOME, EUGENE, SPRINGFIELD, BEND, COOS BAY, MYRTLE POINT, ROSEBURG, HANDBON, PORT ORFORD, GOLD BEACH, GRANTS PASS, BROOKINGS, ASHLAND, MEDFORD, ALAMATH FALLS, CRESCENT CITY, BURNS JUNCTION, BURNS, ONTARIO.
- Highways:** 101, 5, 20, 99W, 17E, 38, 42, 97, 30, 20, 5, 199.
- Geographical Features:** PACIFIC OCEAN, WASHINGTON, CALIFORNIA, NEVADA.
- Project Location:** Indicated by a red arrow pointing to SWEET HOME.



PROJECT NO. 2817-003
JUNE 28, 2021



RENEWS: 06/30/2022



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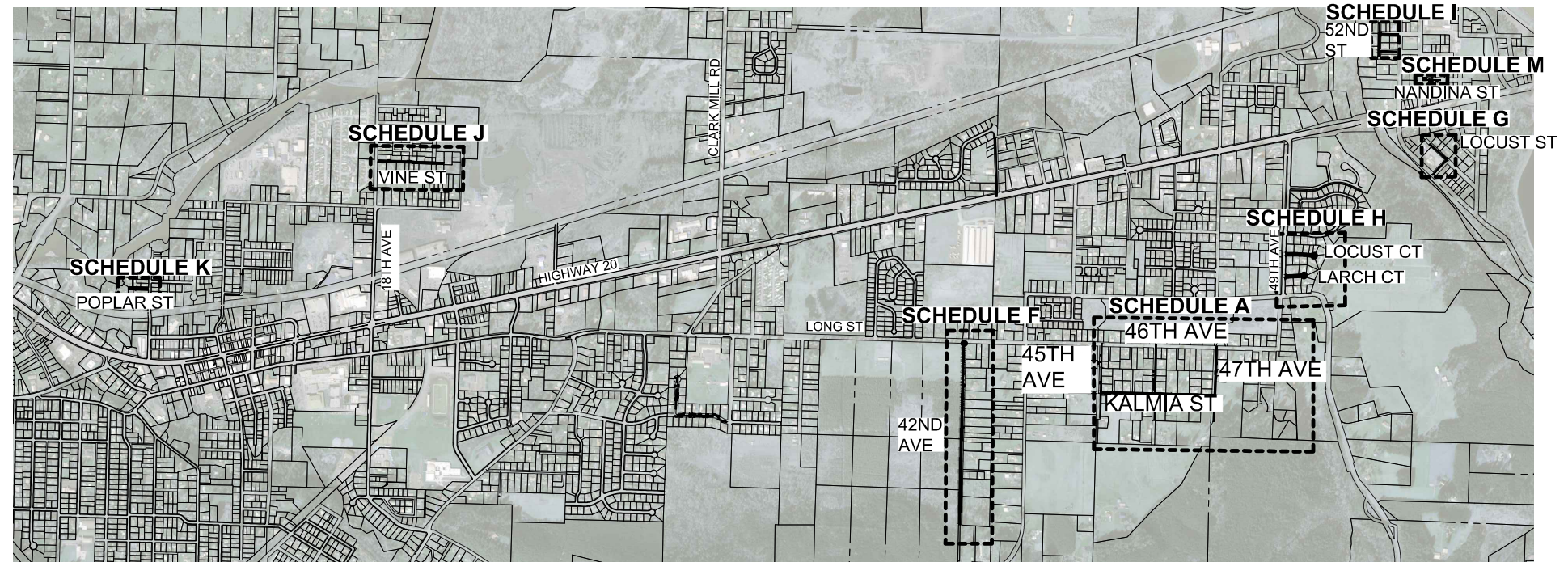
200 Perry St.
Albany, Oregon 97321

	CATCH BASIN	
	MANHOLE	
	VALVE CAN (WATER, GAS etc...)	

PROPERTY LINE/ROW

1. OREGON LAW REQUIRES YOU TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090 AND ORS 757.542 THROUGH ORS 757.562 AND ORS 757.993. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER BY CALLING (503) 246-1987.
2. THE CONTRACTOR SHALL CONTACT 'ONE CALL' FOR UTILITY LOCATES PRIOR TO EXCAVATION OR START OF CONSTRUCTION. (1-800-332-2344)
3. THE OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS ARE NOT SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PAVING IMPROVEMENT ROUTES.
4. THE EXISTING VALVE BOXES AND MANHOLES MAY NOT BE SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PAVING IMPROVEMENT ROUTES. CONTRACTOR SHALL LOCATE PRIOR TO THE START OF CONSTRUCTION AND PROTECT AS REQ'D FOR A COMPLETED PAVING IMPROVEMENT PROJECT.
5. ALL MATERIALS AND WORK SHALL BE AS SPECIFIED AND CONFORM TO THE LATEST EDITION OF THE OREGON STANDARD SPECIFICATIONS (OSS) FOR CONSTRUCTION AND THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA).

SHEET NO.	SHEET TITLE
G1	COVER SHEET, INDEX, LEGEND, LOCATION, & VICINITY MAP
A	KALMIA ST, 45TH, 46TH, & 47TH
F	42ND SOUTH OF LONG ST
G	LOCUST ST & 54TH AVE
H	LARCH ST & LOCUST ST
J	VINE ST
K	POPLAR ST
M	NANDINA ST
D1	TYPICAL STREET SECTIONS
D2	TRANSITION DETAILS
D3	ODOT VALVE CAN DETAIL
D4	ODOT SEWER MANHOLE DETAIL
D5	STORM DRAIN MANHOLE
D6	ODOT RD 920
D7	ODOT RD 922
D8	ODOT RD 378



NOT TO SCALE

REV.	DATE	DESCRIPTION	BY
Designed By:		Drawn By:	Checked By:
Project No:			

CITY OF SWEET HOME
LINN COUNTY, OREGON

2021 PAVEMENT OVERLAY PROJECT PH. 2

COVER SHEET, INDEX, LEGEND,
LOCATION, + VICINITY MAP

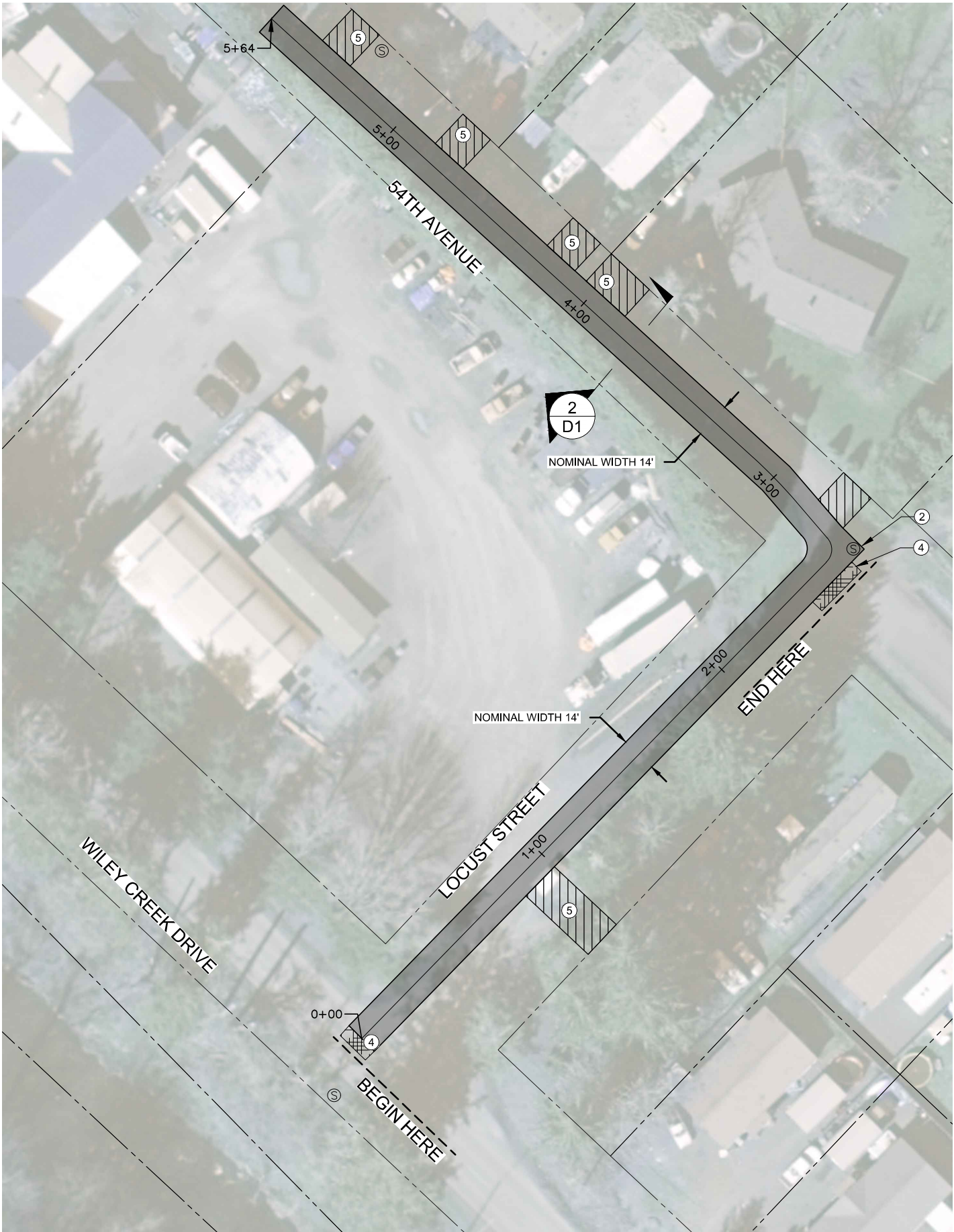
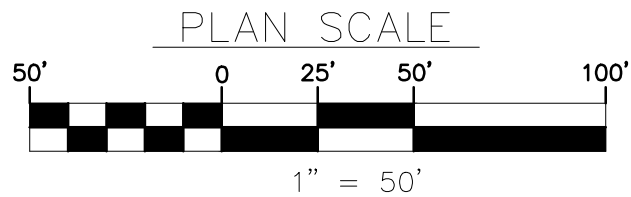
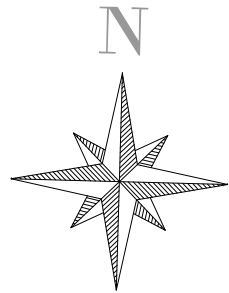
G1

JUNE 28, 20

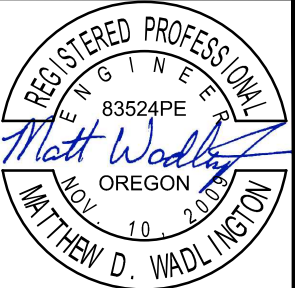
Page 58

1. BEGIN AND END OF CONSTRUCTION SHALL BE TAPERED TO MATCH EXISTING PAVEMENT.
2. EXISTING SEWER AND STORM DRAIN MANHOLES; VALVE CANS; AND ALL OTHER UTILITIES ALONG ROAD IMPROVEMENT AREA AS INDICATED ON THE PLANS ARE TO BE VERIFIED IN FIELD AND SHALL BE PROTECTED IN PLACE OR REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER BY CONTRACTOR. ADDITIONAL UTILITIES MAY EXIST AT THE SITES.
3. CONTRACTOR TO RAISE EXISTING UTILITIES TO MATCH NEW ASPHALT SURFACE.
4. EXISTING MONUMENTS SHALL BE PROTECTED IN PLACE AND RAISED TO MATCH NEW ASPHALT SURFACE.
5. CONTRACTOR TO MAINTAIN ONE LANE OF TRAFFIC OPEN AT ALL TIMES DURING COURSE OF CONSTRUCTION.
6. CONTRACTOR TO PROVIDE A CLEAN TRANSITION BETWEEN NEW IMPROVEMENTS AND EXISTING SITE SURFACES. CONTRACTOR SHALL PAY SPECIAL ATTENTION TO TRANSITIONS AT CROSS STREETS AND DRIVEWAYS.
7. ALL CROSS STREETS AND DRIVEWAYS ARE IDENTIFIED AT THE APPROXIMATE LOCATIONS. ACTUAL WIDTH OF DRIVEWAYS AND CROSS STREETS MAY VARY. CONTRACTOR SHALL FIELD VERIFY.
8. PAVEMENT MARKINGS SUCH AS STOP BARS, CROSS WALKS ETC. SHALL BE FIELD VERIFIED AND SHALL BE REPLACED BY THE CONTRACTOR AFTER COMPLETION OF OVERLAY RESURFACING. ADDITIONAL PAVEMENT MARKINGS MAY EXIST AT THE SITES.
9. OVERLAYED SURFACE SHALL BE CURED AND OPEN TO TRAFFIC BY 5:00 PM EACH DAY.

	KEYED NOTES
①	VALVE CAN PROTECT IN PLACE, RAISE AS NECESSARY, SEE SHEET D3
②	MANHOLE PROTECT IN PLACE, RAISE AS NECESSARY, SEE SHEETS D4 & D5
③	STORM DRAIN CATCH BASIN PROTECTION TYPICAL.
④	OVERLAY TRANSITION, SEE DETAIL 1 SHEET D2
⑤	GRAVEL DRIVEWAY APRON, SEE DETAIL 2 SHEET D2



LOCUST ST & 54TH AVE



RENEWS: 06/30/2022



200 Ferry St.
Albany, Oregon 97321
541-266-8601
www.civilwest.com

REV.	DATE	DESCRIPTION	BY

Designed By:	ERM	Drawn By:	ERM	Checked By:	MDW
Project No: 2817-003					

CITY OF SWEET HOME
LINN COUNTY, OREGON

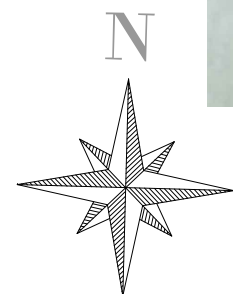
2021 PAVEMENT OVERLAY PROJECT PH. 2

LOCUST ST + 54TH AVE

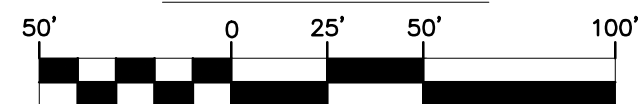
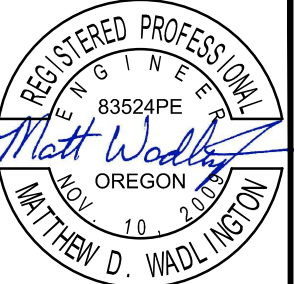
Sheet No.	G
Date	JUNE 28, 20

1. BEGIN AND END OF CONSTRUCTION SHALL BE TAPERED TO MATCH EXISTING PAVEMENT.
2. EXISTING SEWER AND STORM DRAIN MANHOLES; VALVE CANS; AND ALL OTHER UTILITIES ALONG ROAD IMPROVEMENT AREA AS INDICATED ON THE PLANS ARE TO BE VERIFIED IN FIELD AND SHALL BE PROTECTED IN PLACE OR REPAIRED TO PRE-CONSTRUCTION CONDITION OR BETTER BY CONTRACTOR. ADDITIONAL UTILITIES MAY EXIST AT THE SITES.
3. CONTRACTOR TO RAISE EXISTING UTILITIES TO MATCH NEW ASPHALT SURFACE.
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②	MANHOLE PROTECT IN PLACE, RAISE AS NECESSARY, SEE SHEETS D4 & D5
③	STORM DRAIN CATCH BASIN PROTECTION TYPICAL.
④	OVERLAY TRANSITION, SEE DETAIL 1 SHEET D2
⑤	GRAVEL DRIVEWAY APRON, SEE DETAIL 2 SHEET D2
⑥	REMOVE EXISTING PEDESTRIAN RAMP, CONSTRUCT ADA COMPLIANT PEDESTRIAN RAMP, SEE SHEETS D6 & D7



LARCH ST & LOCUST ST


$$1'' = 50'$$


RENEWS: 06/30/2022



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CITY OF SWEET HOME
LINN COUNTY, OREGON

2021 PAVEMENT OVERLAY PROJECT PH. 2

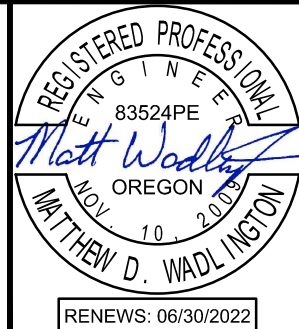
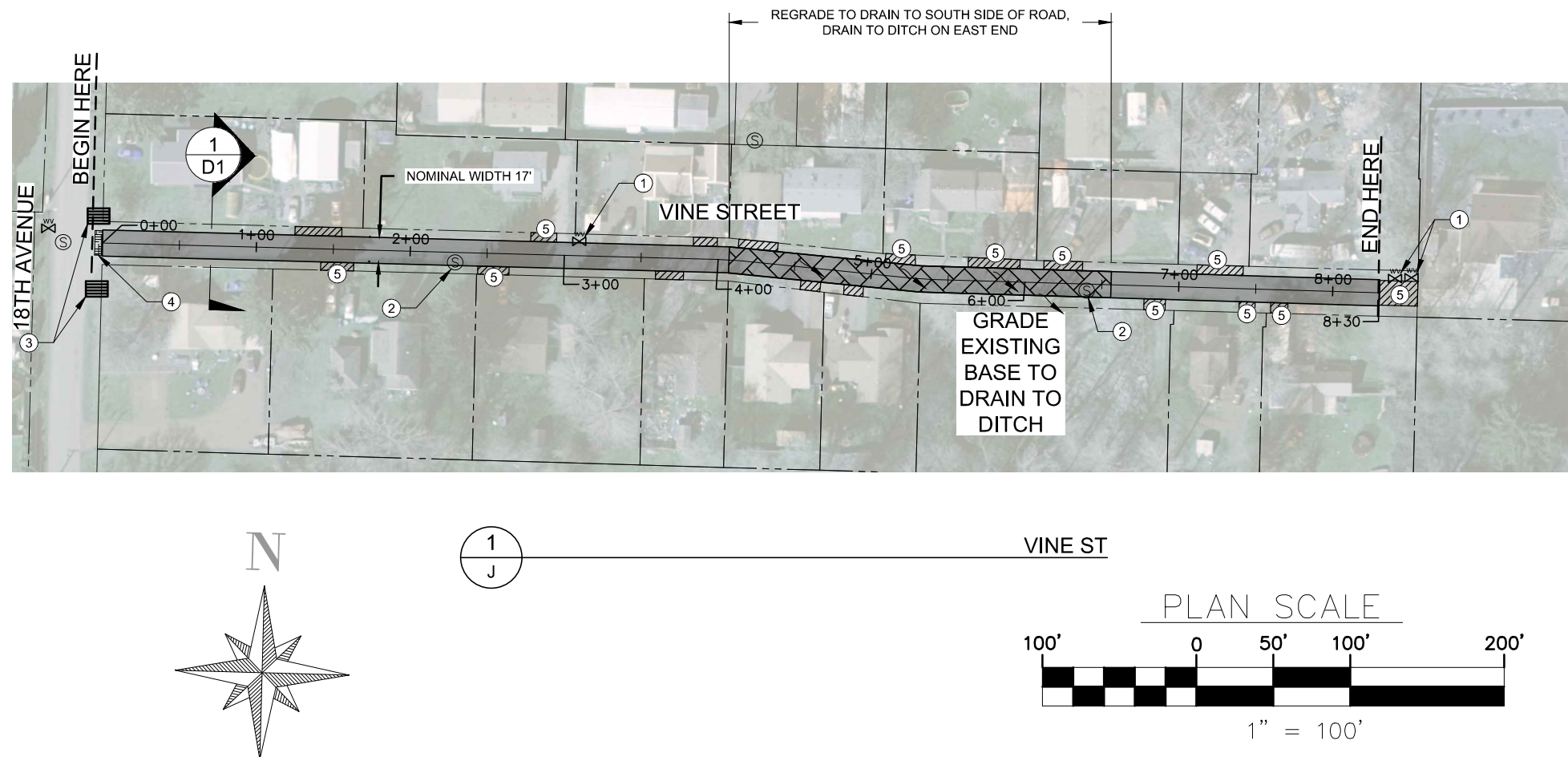
LARCH ST + LOCUST ST

Sheet No.	H
Date	JUNE 28, 20

SHEET NOTES:

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CITY OF SWEET HOME LINN COUNTY, OREGON	REV.	DATE	DESCRIPTION	BY		
2021 PAVEMENT OVERLAY PROJECT PH. 2	Designed By:	ERM	Drawn By:	ERM	Checked By:	MDW
	Project No:		2817-003			
VINE ST						

Date

Sheet No.

J

JUNE 28, 20

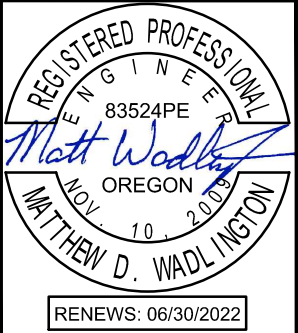
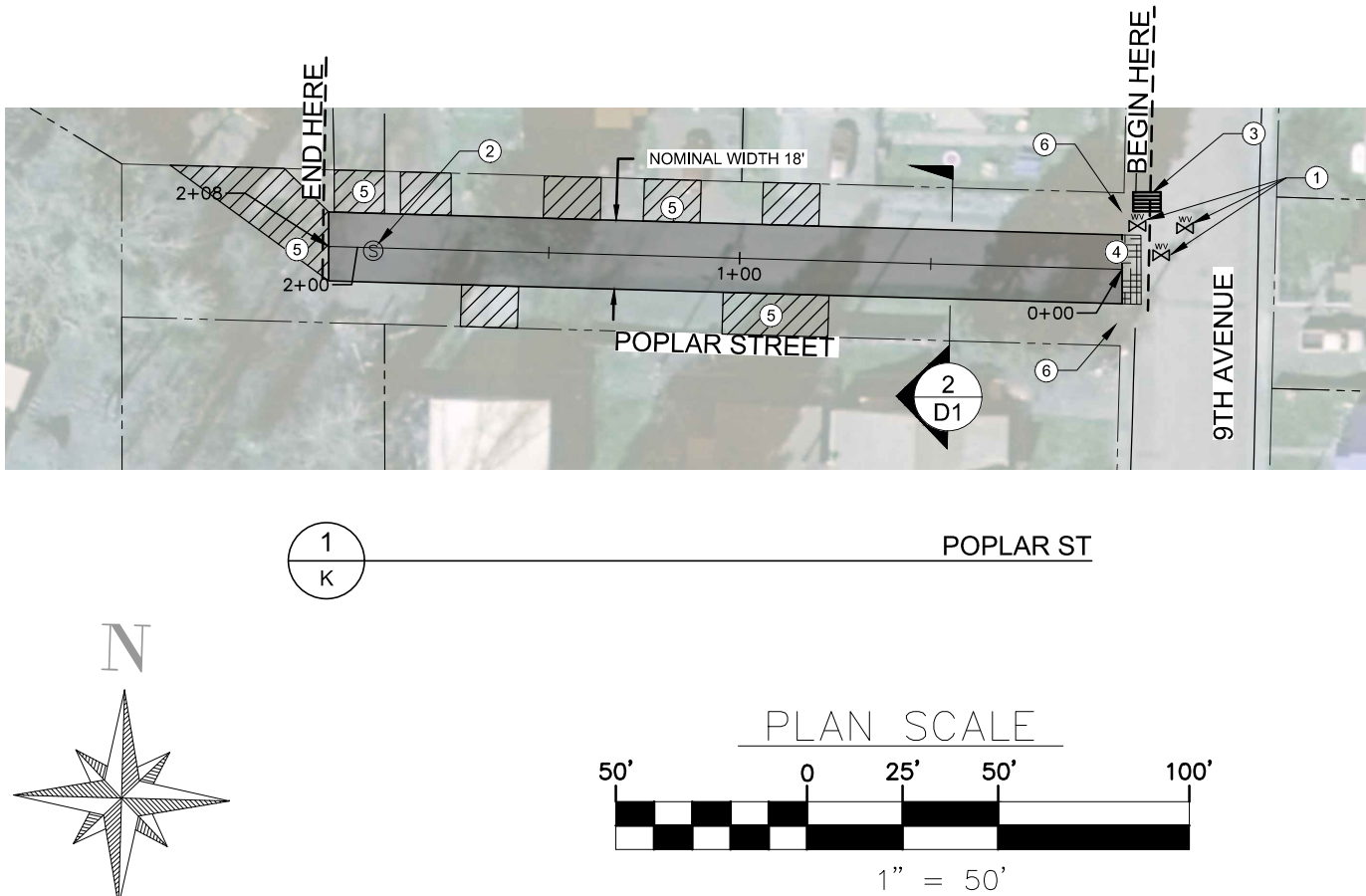
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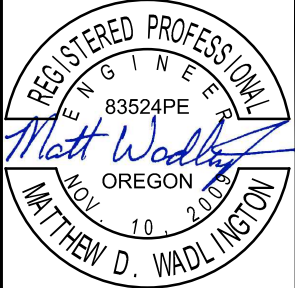
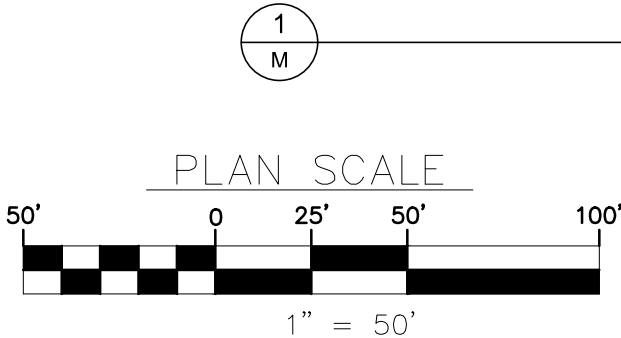
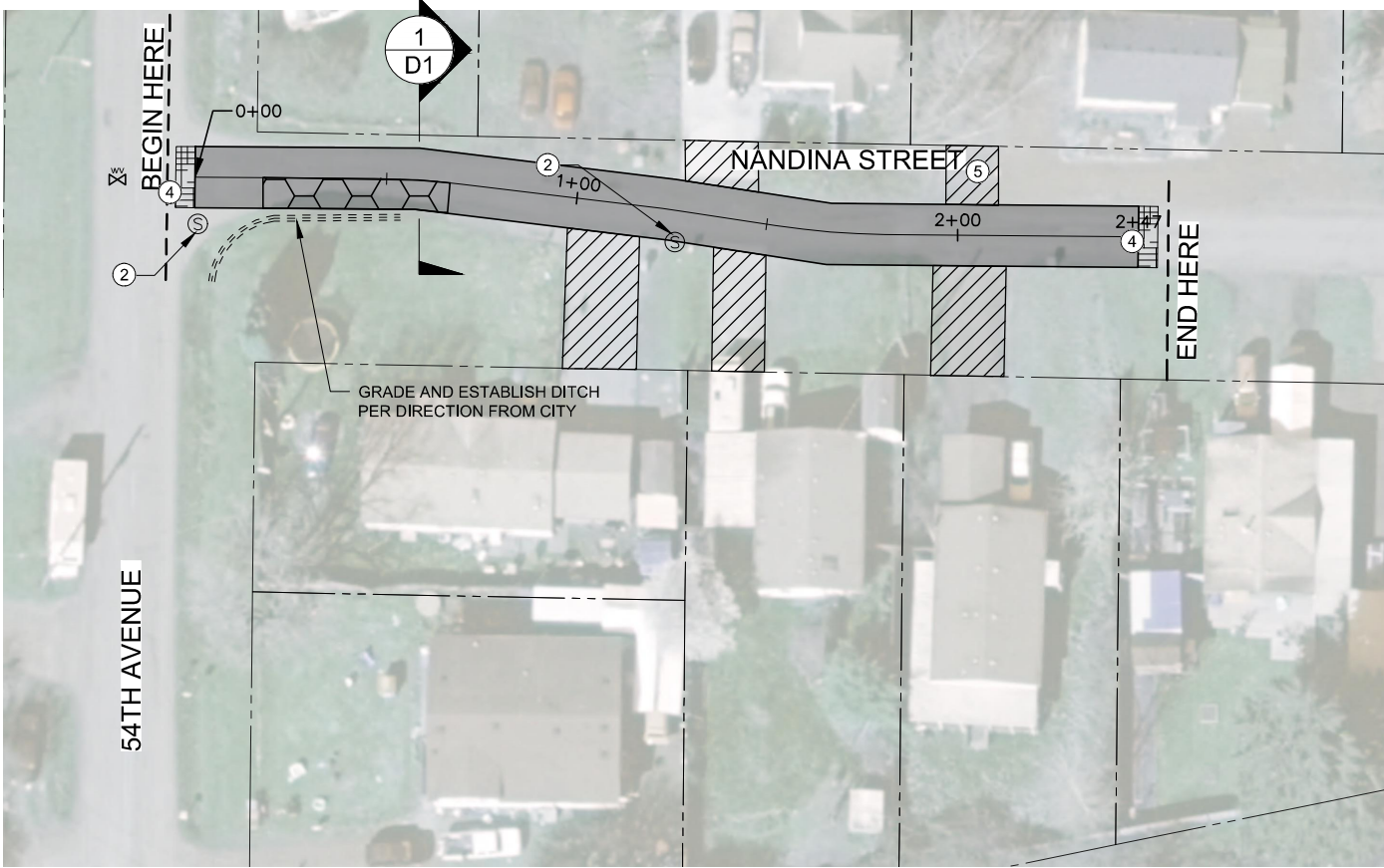
CITY OF SWEET HOME LINN COUNTY, OREGON	2021 PAVEMENT OVERLAY PROJECT PH. 2	POPLAR ST
Date	Sheet No.	K
JUNE 28, 20	Page	1

DATE:6/28/21 FILE:O:\CW_Projects\2817 Sweet Home\2817-003 2021 Pavement Overlay\04 Final Design\Drawings\Drawings\Overlays.dwg

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RENEWS: 06/30/2022

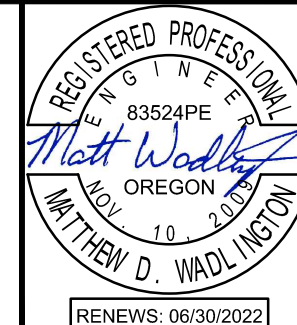
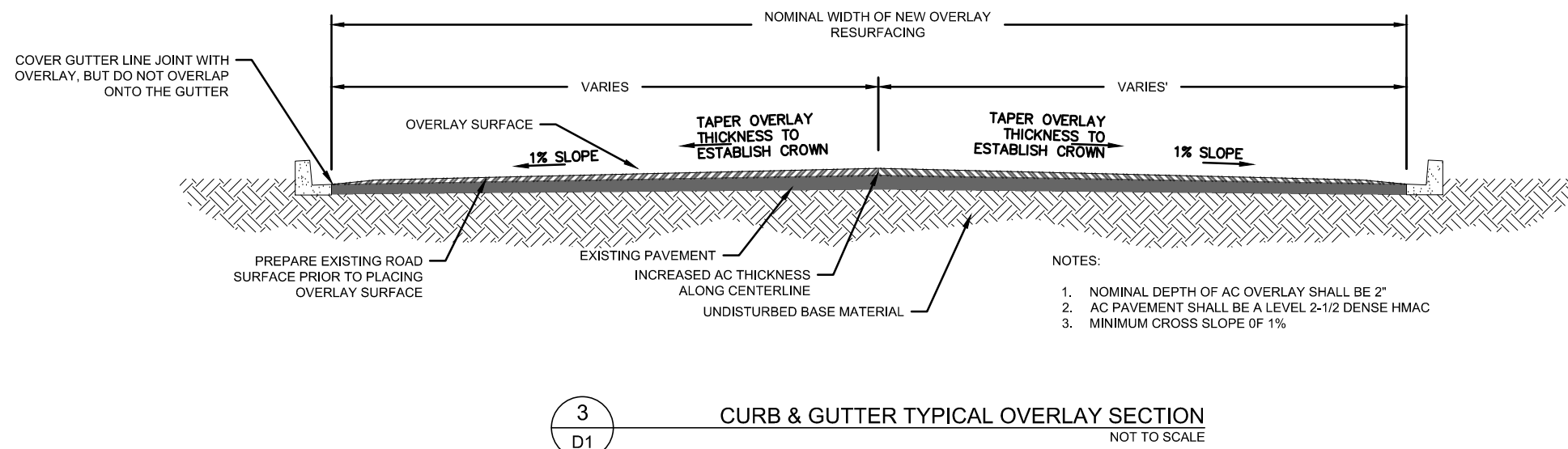
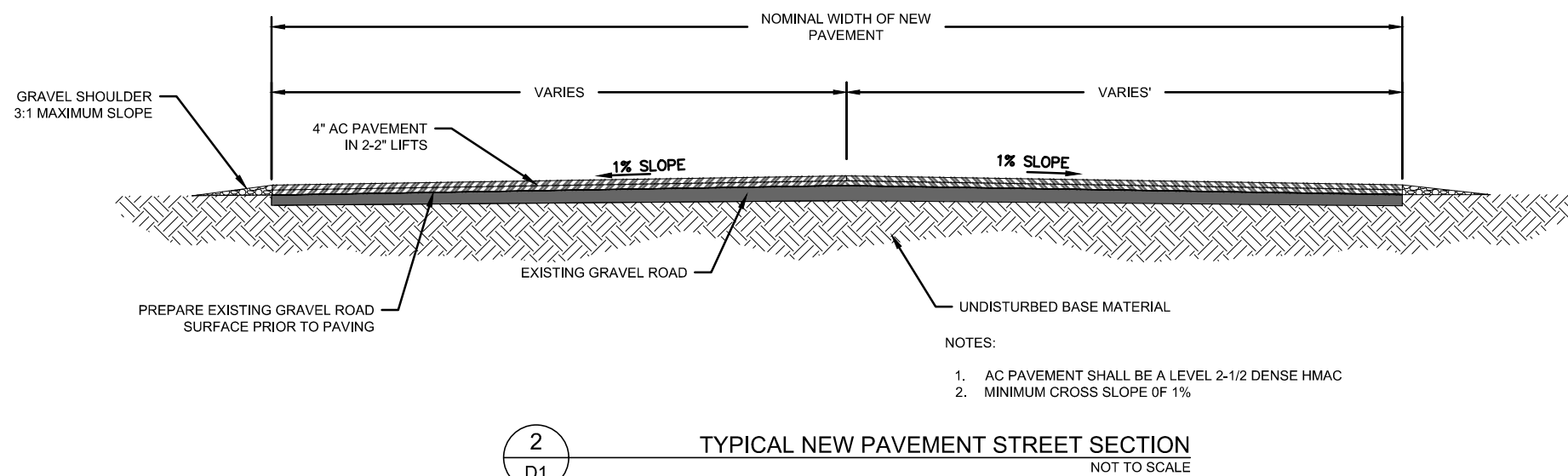
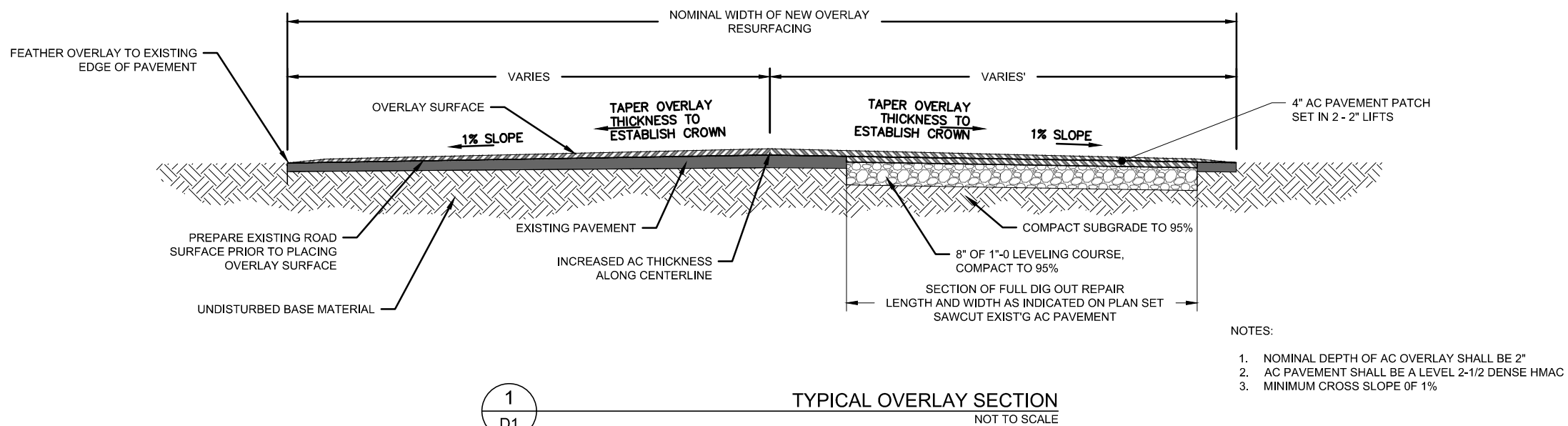


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CITY OF SWEET HOME LINN COUNTY, OREGON	2021 PAVEMENT OVERLAY PROJECT PH. 2	NANDINA ST
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Sheet No.	M
Date	JUNE 28, 20



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REV.	DATE	DESCRIPTION	BY

Designed By:	ERM	Drawn By:	ERM	Checked By:	MDW
Project No: 2817-003					

CITY OF SWEET HOME
LINN COUNTY, OREGON

2021 PAVEMENT OVERLAY PROJECT PH. 2

TYPICAL STREET SECTIONS

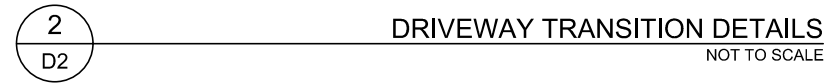
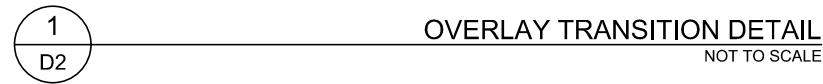
D1

JUNE 28, 20



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Engineering Services, Inc.

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REV.	DATE	DESCRIPTION	BY
Designed By: ERM		Drawn By: ERM	Checked By: MDW
Project No: 2817-003			

CITY OF SWEET HOME
LINN COUNTY, OREGON

2021 PAVEMENT OVERLAY PROJECT PH. 2

TRANSITION DETAILS

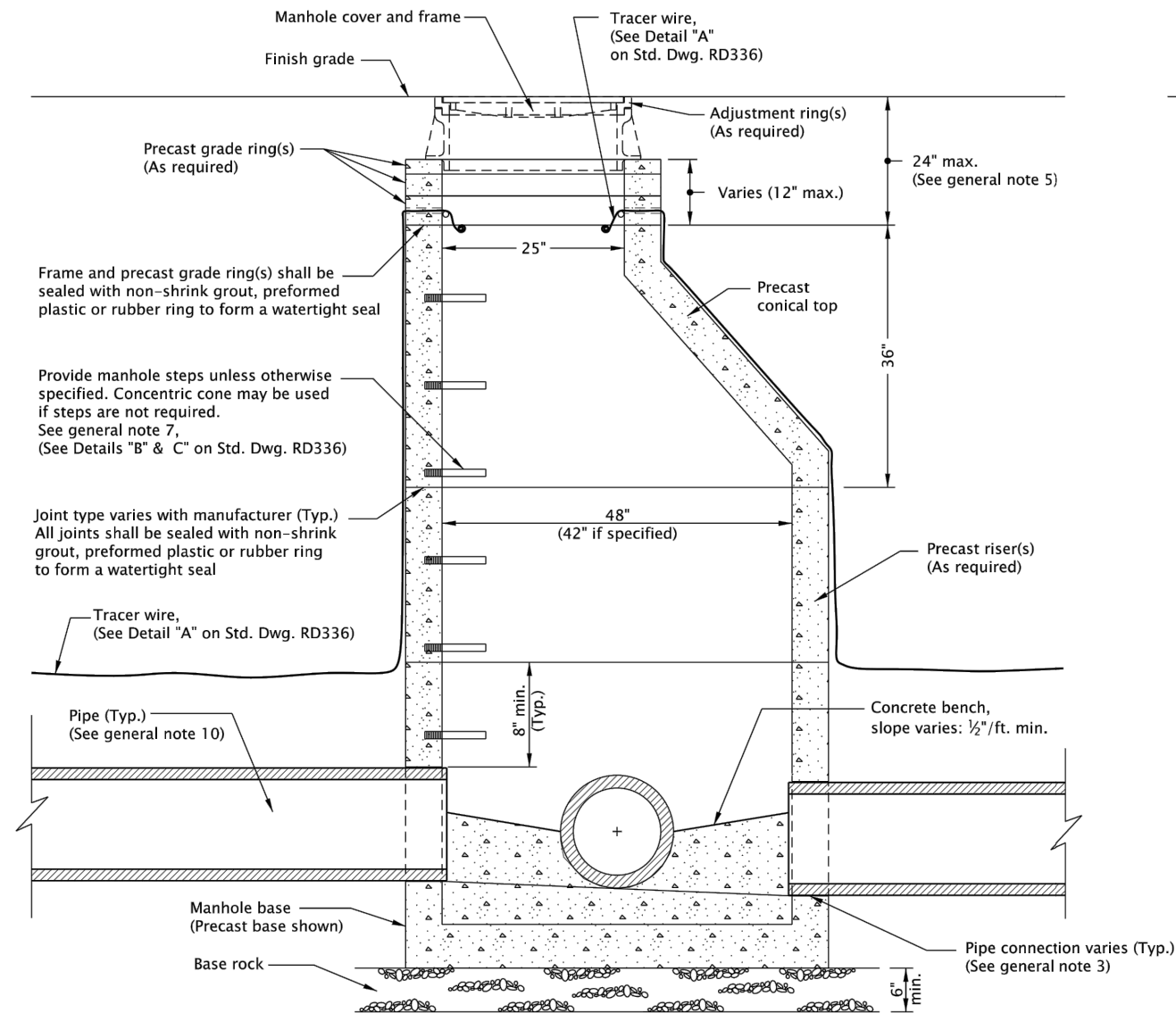
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Date	JUNE 28, 20



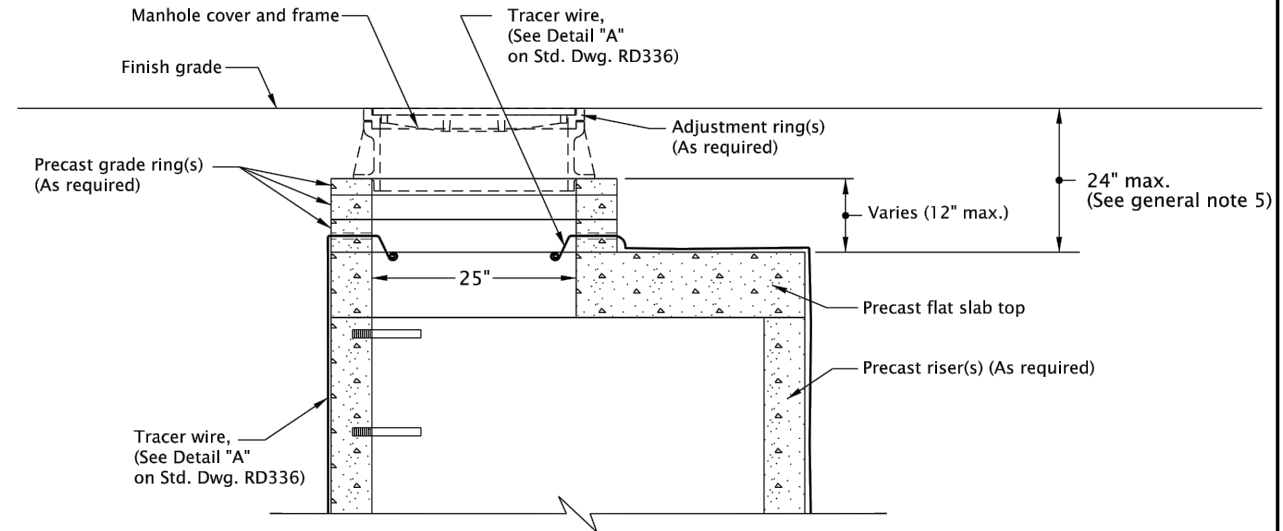
- RD258



RD338



MANHOLE WITH PRECAST CONICAL TOP



MANHOLE WITH PRECAST FLAT SLAB TOP

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. All precast products shall conform to requirements of ASTM C478. 2. Standard precast manhole section diameter shall be 48". Use 42" if specified by the Engineer. 3. See Std. Dwg. RD345 for pipe to manhole connections. 4. See Std. Dwg. RD344 for manhole base section. 5. Adjust 24" maximum. 6. All connecting pipes shall have a tracer wire, or approved alternate. 7. See Std. Dwg. RD336 for manhole steps. | <ol style="list-style-type: none"> 8. See Std. Dwg. RD336 for details not shown. 9. See Std. Dwg. RD356 for manhole covers and frames, manhole adjustment rings, etc. 10. Max. pipe diameter varies with pipe material. 11. See Std. Dwg. RD342 for shallow manholes. 12. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans. 13. This detail limited to interior drop of 24".
See Std. Dws. RD350 or RD352 for drop manhole details for drops in excess of 24". |
|---|---|

The selection and use of Standard Drawing, while designed in accordance with generally accepted engineering principles and practice is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

SDR DATE	21-JUN-2019
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	

OREGON STANDARD DRAWINGS

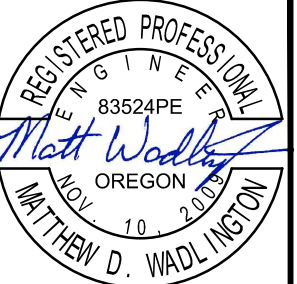
STANDARD
SANITARY SEWER MANHOLE

2021

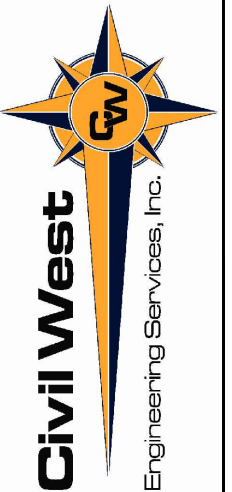
DATE	REVISION DESCRIPTION

Effective Date: June 1, 2021 – November 30, 2021

RD338



RENEWS: 06/30/2022



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Designed By:			ERM	Checked By: MDW
			ERM	
Project No:			2817-003	

CITY OF SWEET HOME
LINN COUNTY, OREGON

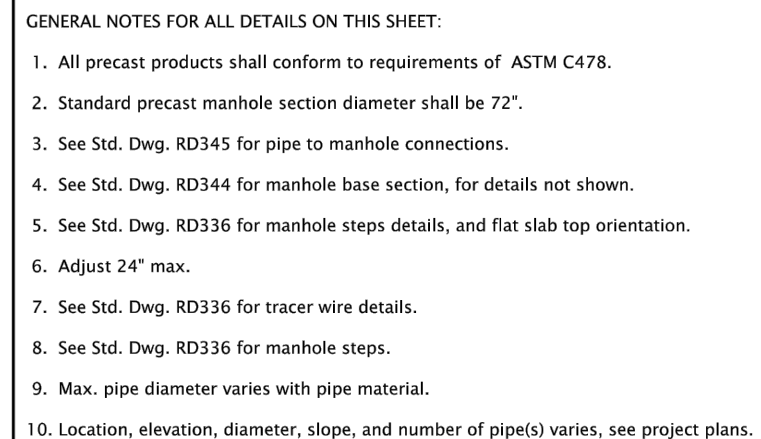
2021 PAVEMENT OVERLAY PROJECT PH. 2

ODOT SEWER MANHOLE DETAIL

Sheet No.	D4
Date	JUNE 28, 2024

rd340.dgn 20-JUL-2020

RD340



CALC. BOOK NO. N/A	SDR DATE 16-JAN-2019
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The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

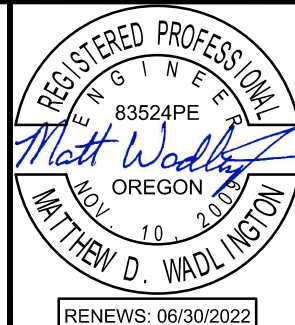
STORM SEWER POLLUTION
CONTROL MANHOLE

2021

DATE	REVISION DESCRIPTION

Effective Date: June 1, 2021 – November 30, 2021

RD340

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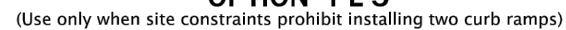
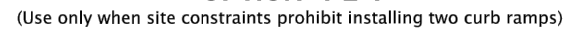
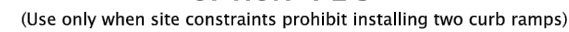
Project No.: _____
 Drawn By: ERM Checked By: MDW

CITY OF SWEET HOME
LINN COUNTY, OREGON

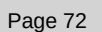
2021 PAVEMENT OVERLAY PROJECT PH. 2

STORM DRAIN MANHOLE

Sheet No.	D5
Date	JUNE 28, 20



- RD922





REQUEST FOR COUNCIL ACTION

Title: 24th Avenue Land Exchange Agreement

Preferred Agenda: August 10, 2021

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: Sweet Home Charter Chapter II, Section 3

Towards Council Goal: Goal #4: Economic Strength

Attachments: Land Exchange Agreement with Exhibits A, B, and C
Appraisal Report
Partition Planning Application
Conditional Use Planning Application

Purpose of this RCA:

The purpose of this RCA is to authorize the City Manager to sign a land exchange agreement with Reliable Welding, Inc. (2324 Main Street) that is necessary to expand 24th Avenue from the current 42-foot-wide right-of-way to a 82-foot right-of-way. This expanded road is needed to provide access into the County-owned former Weyerhaeuser Mill site to the north and the City-owned property beyond (the former Knife River/Morse Brothers quarry).

Background/Context:

The former Weyerhaeuser mill site currently owned by Linn County has long been vacant, and many efforts have been and continue to be made to redevelop the property. One of the weaknesses of that property is that the current access off Tamarack Street is small and inadequate for large scale redevelopment. At the same time, access to the City's property to the north is limited to Zelkova, another narrow street that is inadequate for the planned redevelopment of that property into the future home of the Oregon Jamboree.

For the past couple of years, City Officials and Staff have been working toward creating a sufficiently large right-of-way that can serve both properties. 18th Avenue and Tamarack were considered but are too small for the planned uses and the number of properties along those roads makes widening them complex and difficult. Similarly, Clark Mill Road and Zelkova Street are inadequate, and widening would impact many private parcels. 24th Avenue can be expanded with approval of only three property owners: Linn County, the City of Sweet Home, and Reliable Welding, Inc. Staff identified this as the preferred option.

The extension of 24th Avenue to the north will require a railroad crossing. Albany & Eastern Railroad and ODOT have agreed to the City's plan, and a crossing order is pending.

Oregon state law required an appraisal of the properties involved in the land swap, which was completed in March 2020, and is attached to this RCA. That appraisal found that the properties are roughly equal in value. Oregon Law also requires that the cost of the appraisal be borne equally by both sides. The total cost of the appraisal was \$3,500.

City Staff negotiated the attached exchange agreement with the owners of Reliable Welding, Inc., Nick and Dan Hutchins. They required that a 60-foot-wide strip of land (currently a part of the City Public Works Yard) be conveyed in a parcel separate from their existing property, both sides to sign an environmental indemnity agreement, and for the City to pay \$1,750. In exchange, they will give to the City a 49-foot-wide strip of land along 24th Avenue that will be used to widen the right-of-way. The agreement also states that the physical status quo of the properties will remain until either party begins development.

Linn County is currently reviewing proposals for the development of its property and has included the extension of 24th Avenue through the property as a requirement.

The Challenge/Problem:

How does the City provide sufficient street access for future development on the County's mill property and the City's quarry property? How does the City ensure transportation access for the future site of the Oregon Jamboree?

Stakeholders:

- Reliable Welding, Inc. – Reliable Welding deserves the continued enjoyment of their property and fair compensation for any portion contributed to the right-of-way, and the inconvenience of a changing intersection that they neither need nor asked for.
- Sweet Home Residents – Residents deserve responsible use of City funds and development that serves their needs and interests.
- Sweet Home Visitors – Visitors are attracted by well-planned developments that provide desired amenities.
- Sweet Home City Council – The Council is responsible for decisions regarding the disposition and development of City property, including public rights-of-way. The Council has also set goals regarding economic development.
- Sweet Home Staff – Staff need direction and support from the Council in order to accomplish the Council's goals and protect the public's interests.
- Sweet Home Businesses – Sweet Home Businesses benefit from the additional visitors and traffic brought by events like the Jamboree and the development of large parcels of land, such as the County's mill property.
- The Oregon Jamboree – The Jamboree desires an improved, more permanent venue to put on its event and other similar events in the future.
- Linn County – Linn County is interested in access improvements that promote the development of its property. This interest also applies to future purchasers of the property.

Issues and Financial Impacts:

The City has already paid \$3,500 for an appraisal, of which half will be repaid by Reliable Welding. The additional \$1,750 to Reliable Welding may be paid using the Economic Development Fund, which has sufficient budgeted funds to handle this amount. The City will also bear the cost of a land survey and recording with the County, which is expected to amount to approximately \$3,000, which may also be paid out of budgeted funds in the Economic Development Fund.

Elements of a Stable Solution:

A stable solution would provide sufficient vehicular access to the City's and County's lands in a just and fair manner.

Options:

1. Do Nothing – Leave the properties as they are and provide no additional access. This will also result in the abandonment of the City's efforts to create a rail crossing for 24th Avenue.
2. Authorize the City Manager to sign the Exchange Agreement, Partition Application and Conditional Use Application – This will allow Staff to proceed with the negotiated agreement and increase the width of 24th Avenue.
3. Direct Staff to research other options – Direct staff to research other ways to provide sufficient access to the City's and County's property.

Recommendation:

Staff recommends option 2, Authorize the City Manager to sign the Exchange Agreement, Partition Application and Conditional Use Application.

EXCHANGE AGREEMENT

The City of Sweet Home, a political subdivision of the State of Oregon, hereinafter referred to as CITY and RELIABLE WELDING, INC., an Oregon corporation, hereinafter referred to as RELIABLE enter into this real property exchange agreement on the last date indicated below:

RECITALS:

WHEREAS, CITY is the owner of real property located at 1400 24th Avenue Sweet Home OR 97386;

WHEREAS, RELIABLE is the owner of real property located at 2324 Main Street Sweet Home OR 97386;

WHEREAS, Said two properties are in close proximity to each other and both parties desire to exchange a parcel of their property for a parcel of the other party's real property as set forth in the attached diagram marked Exhibit A (approximate area only) with the exact areas exchanged to be in accordance to the survey to be made for the parties;

WHEREAS, On Exhibit A, a parcel in gold color therein named Exchange Area is to be exchanged for Parcel 2 and Parcel 3 in green color which are to be created in this exchange along with an access easement from Parcel 2 over Parcel 3 to 24th Avenue;

WHEREAS, CITY is uniquely benefitted and the public interest furthered by this exchange in that CITY is acquiring real property that can be used to widen 24th Avenue to provide the needed street width to develop the large acreage at the end of 24th Avenue owned by the CITY;

WHEREAS, RELIABLE is benefitting by the exchange in acquiring real property that will enlarge its real property holdings near its current lot;

WHEREAS, RELIABLE needs to have access to its properties off of 24th Avenue;

WHEREAS, Until CITY or RELIABLE start to excavate their exchanged property the parties agree to keep the physical status quo concerning their exchanged property, in other words, the fence will remain in place, RELIABLE will continue to use Exchange Area as an access area and CITY will continue to park on Parcel 2 and Parcel 3 with no rent due either party for said usage.

WHEREAS, The parties have executed an agreement titled Environmental Indemnity Agreement which is attached hereto and marked Exhibit C.

NOW, THEREFORE, for the promises and consideration set forth herein the parties agree as follows:

1. RELIABLE will convey Exchange Area to CITY in exchange for CITY conveying to RELIABLE Parcel 2 and Parcel 3 plus \$1,750.00.
2. CITY will obtain the survey, process the necessary partition application with the City, prepare the access easement and deeds and record them for the transfers at its own cost and upon its own schedule.
3. CITY will pay one half of the appraisal cost which is \$1,750.00 and RELIABLE will pay one half of the appraisal cost which is \$1,750.00.
4. If a party wants title insurance that party will pay for their own title insurance.
5. This Agreement is personal to the parties and cannot be assigned and time is of the essence of this Agreement.
6. This Agreement can be terminated prior to the deeds being signed by either party without cause upon reimbursement to the other party for any above-described costs that the other party has incurred.
7. The Agreement is subject to the creation of Parcel 2 and Parcel 3 with the access easement which requires approval by the Sweet Home Planning Commission.
8. The parties agree that the physical status quo of the exchanged properties shall remain the same until CITY or RELIABLE (or its successors) start excavation on their respective property and that this provision survives the deed exchange.
9. CITY shall provide access via driveway curb cut along 24th Avenue for the properties of RELIABLE as shown on Exhibit B.
10. Exhibits A, B, and C are hereby made a part hereof.
11. This Agreement is subject to approval by Sweet Home City Council.

Date: _____

Date: _____

City of Sweet Home

Reliable Welding, Inc.

Raymond Towry, City Manager

Nickey B. Hutchins, President

EXHIBIT C
ENVIRONMENTAL INDEMNITY AGREEMENT

I. PARTIES

This Environmental Indemnity Agreement is made and entered into between the following parties:

The City of Sweet Home, an Oregon municipal corporation (hereinafter “the City”)

Reliable Welding, Inc., an Oregon corporation (“Reliable Welding”)

Danley P. Hutchins, Linda L. Hutchins, Nickey B. Hutchins, and Juanita G. Hutchins (collectively “Hutchins”)

II. RECITALS

- A. The City is the owner of that certain property located at 1320 24th Avenue, Sweet Home, Oregon. This property is approximately 4.48 acres in size and is identified as Tax Lot 2201 on Linn County Tax Assessment Map 13 1E 29 (“Property 1”).
- B. Reliable Welding is the owner of adjoining property to the south located at 2324 Main Street, Sweet Home, Oregon. This property is approximately .31 acres in size and is identified as Tax Lot 1400 on Linn County Tax Assessment Map 13S 1E 32BA (“Property 2”).
- C. The City intends to widen 24th Avenue north of Main Street (State Highway 20) and has requested that Reliable Welding convey 4,152 square feet of property along its eastern boundary (the “Exchange Area”).
- D. In exchange, for the Exchange Area of Property 2, the City has offered to convey via partition two parcels along the southern end of Property 1 totaling 13,977.3 square feet to Hutchins. The two parcels of land are depicted in the attached Property Exhibit as “Proposed Parcel 2” – 8,863.49 square feet – and “Proposed Parcel 3” – 5,113.81 square feet (collectively “the Parcels”).
- E. The Parcels currently provide a parking area for Property 1. Property 1 was previously operated as a truck stop and fueling station for the Willamette Industries Mill from 1940 to 1973 and was a truck maintenance and fueling area for the Wimer Logging Truck Shop from 1986 to 2002. The Parcels were subject to extensive environmental testing and remediation efforts, with several underground storage tanks and some contaminated soil removed between 1988 and 2001, and approximately 110 tons of contaminated soil removed from the property in 2005. On January 15, 2021, the Oregon Department of Environmental Quality issued a No Further Action letter for the southern portion of Property 1, concluding that the contaminant concentrations on the property are below occupation-based concentrations and that the site requires no further action under Oregon Environmental Cleanup Law unless new or previously undisclosed information becomes available or more contamination is discovered.

- F. The Exchange Area currently provides parking for Property 2.

III. AGREEMENT

1. Recitals. The foregoing Recitals are incorporated into and made part of this Environmental Indemnity Agreement.
2. City Indemnity. The City hereby agrees to indemnify, hold harmless and defend (by counsel of Hutchins' choice) Hutchins, their employees, agents, heirs, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Parcels of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under, or from the Parcels, or (b) any activity carried on or undertaken on or off the Parcels, whether prior to the Exchange or during the period when the City continues to use the Parcels, and whether by the City or any predecessor in title or any employees, agents, contractors or subcontractors of the City or any predecessor in title, or any third persons occupying or present on the Parcels, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials located or present on or under the Parcels. The foregoing indemnity shall further apply to any residual contamination on or under the Parcels, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. The City hereby acknowledges and agrees that, notwithstanding any other provision of the Exchange Agreement, this Environmental Indemnity or any of the other document to the contrary, the obligations of the City shall be its unlimited obligation. Notwithstanding the foregoing, the preceding indemnity shall not apply to any release or discharge of Hazardous Materials which occurs after the Parcels have been conveyed to Hutchins and the City has ceased to make any use of the Parcels, unless the release or discharge is the result of the activities of the City, its employees, agents, contractors or subcontractors.
3. Reliable Welding Indemnity. Reliable Welding hereby agrees to indemnify, hold harmless and defend (by counsel of the City's choice) the City, its employees, agents, heirs, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Exchange Area of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Exchange Area, or (b) any activity carried on or undertaken on or off the Exchange Area, whether prior to the Exchange or during the period when Reliable Welding continues to use the Exchange Area, and whether by Reliable Welding or any predecessor in title or any employees, agents, contractors or subcontractors of Reliable Welding or any predecessor in title, or any third persons occupying or present on the Exchange Area, in connection with the handling, treatment, removal, storage, decontamination, clean-up,

transport or disposal of any Hazardous Materials located or present on or under the Exchange Area. The foregoing indemnity shall further apply to any residual contamination on or under the Exchange Area, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Reliable Welding hereby acknowledges and agrees that, notwithstanding any other provision of the Exchange Agreement, this Environmental Indemnity or any of the other document to the contrary, the obligations of Reliable Welding shall be its unlimited obligation. Notwithstanding the foregoing, the preceding indemnity shall not apply to any release or discharge of Hazardous Materials which occurs after the Exchange Area has been conveyed to the City and Reliable Welding has ceased to make use of the Exchange Area except as a part of the City's transportation infrastructure, unless the release or discharge is the result of the activities of Reliable Welding, its employees, agents, contractors or subcontractors.

4. City Obligation to Remedy. In the event (i) contamination of the Parcels by any Hazardous Materials is discovered to have occurred which causes the Parcels to be in violation of the Hazardous Materials Laws, or (ii) any change occurs in Hazardous Materials Laws which causes the Parcels to be in violation of Hazardous Materials Laws, the City shall promptly take any and all steps necessary to bring the Parcels into compliance with Hazardous Materials Laws as then in effect, including, without limitation, removal, containment or any other remedial action required by applicable governmental authorities. Notwithstanding the foregoing, the preceding obligation to remedy shall not apply to any release or discharge of Hazardous Materials which occurs after the Parcels have been conveyed to Hutchins and the City has ceased to make any use of the Parcels, unless the release or discharge is the result of the activities of the City, its employees, agents, contractors or subcontractors. In addition, this provision does not obligate the City to engage in removal, containment or other remedial action required by applicable government authorities to make the Parcels suitable for residential use.
5. Reliable Welding Obligation to Remedy. In the event (i) contamination of the Exchange Area by any Hazardous Materials is discovered which causes the Exchange Area to be in violation of Hazardous Materials Laws, or (ii) any change occurs in Hazardous Materials Laws which causes the Exchange Area to be in violation of Hazardous Materials Laws, Reliable Welding shall promptly take any and all steps necessary to bring the Exchange Area into compliance with Hazardous Materials Laws as then in effect, including, without limitation, removal, containment or any other remedial action required by applicable governmental authorities. Notwithstanding the foregoing, the preceding obligation to remedy shall not apply to any release or discharge of Hazardous Materials which occurs after the Exchange Area has been conveyed to the City and Reliable Welding has ceased to make use of the Exchange Area except as a part of the City's transportation infrastructure, unless the release or discharge is the result of the activities of Reliable Welding, its employees, agents, contractors or subcontractors. In addition, this provision does not obligate Reliable Welding to engage in removal, containment or other remedial action required by applicable government authorities to make the Exchange Area suitable for residential use.
6. Construction. This Environmental Indemnity Agreement shall be construed to provide the indemnified parties with the maximum protection possible against environmental

liabilities of every kind related to the Parcels and Exchange Area. In the event of a conflict between any provision of this Environmental Indemnity Agreement and any provision of the Exchange Agreement, the provision offering the indemnified party the most protection under the circumstances shall control. In the event any provision of this Environmental Indemnity Agreement shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, the balance of the terms of this Environmental Indemnity Agreement shall remain in full effect and shall be construed to provide the indemnified party with the maximum protection possible.

7. Governing Law. This Environmental Indemnity Agreement shall be governed by and construed according to Oregon law.
8. Legal Proceedings. If any proceeding is commenced for the purpose of enforcing any provision of this Environmental Indemnity Agreement, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees in such proceeding, and any appeal thereof, in addition to the costs and disbursements allowed by law.
9. Counterparts. This Environmental Indemnity Agreement may be executed in counterparts, including counterparts received by facsimile or electronic transmission, each counterpart constituting an original.

DATED this ____ day of _____, 2021.

CITY:
City of Sweet Home, an Oregon
municipal corporation

Raymond Towry, City Manager

RELIABLE WELDING:
Reliable Welding, Inc., an Oregon
corporation

Nickey B. Hutchins, President

HUTCHINS:

Danley P. Hutchins

Linda L. Hutchins

Nickey B. Hutchins

Juanita G. Hutchins

APPRAISAL REPORT

Two Properties Involved in the
24th Avenue Land Swap
Sweet Home, Oregon

VALUATION DATE

March 6, 2020

PREPARED FOR

Blair Larsen
Community & Economic Development Director
City of Sweet Home

PREPARED BY

William E. Adams, MAI
1809 Sunburst Terrace NW
Salem, Oregon 97304

File No.: 191103a

◆ **William E. Adams, MAI** ◆
Real Estate Appraisal & Consultation
1809 Sunburst Terrace NW
Salem, OR 97304
Office: (503) 585-6656
Mobile: (503) 510-1104
Email: 1billadams@comcast.net

March 16, 2020

Blair Larsen, JD/MPA
Community & Economic Development Director
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

RE: Appraisal Assignment --- 24th Avenue Land Swap in Sweet Home, Oregon

Dear Mr. Larsen:

At your request, I have prepared the following appraisal report regarding two properties located in Sweet Home, Oregon. The properties are to be involved in a land swap. **Property 1** involves a 13,977 SF industrial-zoned parcel located along the west side of 24th Avenue within the City's 4.48-acre corporation yard. This 13,977 SF parcel will be partitioned from the larger City property and placed into two adjacent tax lots. At the City's direction, these two newly-partitioned tax lots will be valued as a single property. **Property 2** involves a 4,152 SF commercial-zoned segment of a 16,989 SF property under two separate but related ownerships located at the northwest corner of 24th Avenue and Main Street (State Highway 20). These two parcels are specifically under the ownership of the Hutchins Trust (tax lot 1301) and Reliable Welding Inc. (tax lot 1400). The City intends to obtain the 4,152 SF segment in order to integrate the land into the 24th Avenue right of way. In exchange, the City will give the 13,977 SF City parcel to the owners of the Hutchins Trust and Reliable Welding properties. For the purpose of this appraisal assignment, Property 2 is also referenced as the Hutchins/Reliable property.

The valuation date for this assignment is March 6, 2020, coinciding with the appraiser's property inspection date. For this assignment, the market value of the simple interest is appraised for each property. The intended use of this appraisal is for documentation of land values relating to the proposed land swap. The intended user of this appraisal report is solely the client (city of Sweet Home).

This report is prepared in compliance with the current Uniform Standards of Professional Appraisal Practice (USPAP), as formulated by The Appraisal Foundation; and the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute.

The appraisal is prepared in accordance with USPAP Standards Rule 2-2(a). For this assignment, the Sales Comparison Approach is used to value each subject property. Given each subject's attributes and the report's intended use, the Cost and Income approaches are not appropriate. The scope of work utilized for this assignment is considered typical for each subject's property type and this report's intended use.

The appraiser has sufficient education and experience in valuing similar properties to satisfy the competency rule of the Uniform Standards. The reported values were not based on requested values and the appraiser was acting independently of the client during the course of this assignment.

Reference to the Assumptions and Limiting Conditions section of the attached report is recommended for a complete understanding of the basis on which the values of the subject properties are predicated.

By mutual agreement with the client, certain extraordinary assumptions and hypothetical conditions (as defined by USPAP) are utilized. Please note that the 4,152 SF segment (Property 2) within the Hutchins/Reliable property is estimated by first valuing the 16,989 SF land within the two tax lots (parent parcel) and the resulting unit value is applied to the 4,152 SF segment. The client indicates that any site improvements situated within the 4,152 SF area are not to be valued. Only land value is to be estimated. Similarly, the appraiser is to disregard any existing site improvements situated on the 16,989 SF city-owned parcel and only estimate its land value.

The 13,977 SF city-owned parcel (Property 1) proposed for land swap is currently a portion of a 4.48-acre tax lot. The client indicates that the city-owned land proposed for this land swap will be severed from the larger city property (parent parcel) and partitioned into two adjacent tax lots. At the client's direction, this appraisal is predicated on the hypothetical condition that the 13,977 SF land area proposed for land swap is already partitioned and suitable for separate sale or exchange. This property is to be valued as having legal access to 24th Avenue, available municipal utilities within the 24th Avenue right of way, and have conforming zoning & comprehensive plan designations.

Property 2 currently consists of two related but separate ownership vestings and tax lots. The client has instructed the appraiser to value the two adjoining tax lots as one parcel given the related ownerships. The appraiser is valuing Property 2 under this premise as an extraordinary assumption, with no consideration to any site improvements situated on the property or any potential damages to the balance of the property resulting from the loss of the 4,152 SF portion to be granted to the City for road widening purposes.

This appraisal assignment is not to be used for condemnation purposes as the scope of work and directions provided by the City do not meet current law for an eminent domain action. The client is aware of the process the appraiser must follow for condemnation and cites that the specific scope of work and intended use of the appraisal do not warrant compliance with eminent domain requirements.

Blair Larsen
RE: 24th Avenue Land Swap
March 16, 2020
Page Three

After considering all of the data assembled for this appraisal assignment, the Market Value of each subject's fee simple estate as of the March 6, 2020 valuation date is estimated to be:

Property 1 – 13,977 SF owned by city of Sweet Home	\$24,500
Property 2 – 4,152 SF owned by Hutchins Trust and Reliable Welding Inc.	\$24,000

The reasoning and analysis leading to these conclusions are discussed in the following appraisal report.

Sincerely,



William E. Adams, MAI

TABLE OF CONTENTS

INTRODUCTION

Scope Of The Appraisal	1
Definitions	2
Assumptions And Limiting Conditions	3
Appraiser's Certification.....	6

AREA AND PROPERTY DESCRIPTIONS

Area And Neighborhood Analysis	7
Area Map.....	7
Location Map.....	8
Subject Photographs.....	11
Property Exhibits	16
Plat Maps	16
Zoning Map	18
Comprehensive Plan Map.....	18
Land Swap Exhibit	19
Property Descriptions	20

ANALYSES AND CONCLUSIONS

Highest And Best Use Analysis	25
Valuation Analysis	27
Land Sales Maps	30
Land Value Estimates	35

ADDENDA

Professional Qualifications

SCOPE OF THE APPRAISAL

The city of Sweet Home intends to widen 24th Avenue north of Main Street (State Highway 20) in Sweet Home. The City's corporation yard includes extensive frontage along the west side of 24th Avenue. This city-owned parcel totals 4.48 acres and is zoned Industrial (M) by the City. Directly south of the corporation yard are two adjoining tax lots fronting Main Street and having separate but related ownerships. The westerly tax lot is owned by the Hutchins Trust and the easterly parcel (also containing frontage on 24th Avenue) is owned by Reliable Welding Inc. These two tax lots total 16,989 SF and are similarly zoned C-2 (Highway Commercial) by the City. The city wishes to obtain the easterly 4,152 SF portion of this commercial property and has offered to compensate the property owners by giving them 13,977 SF of adjacent land from the City's corporation yard property. This land swap is being performed by willing sellers and not under the process of eminent domain. Specifically, the land swap includes the 13,977 SF (Property 1) owned by the City in exchange for the 4,152 SF (Property 2) owned by the Hutchins Trust and Reliable Welding Inc. This appraisal assignment involved the following scope of work.

- A physical inspection of each subject property was performed by William E. Adams, MAI on March 6, 2020. During the course of this appraisal assignment, the appraiser interviewed Blair Larsen of the City of Sweet Home. Given the intended use of the appraisal, no interviews were conducted with representatives of either the Hutchins Trust or Reliable Welding Inc.
- A search of all available resources was made to identify market trends, comparable sales data, and other significant factors affecting each subject's value.
- Market data were verified, photographed, and physically inspected. Market data was confirmed by a party to the transaction and supplemented by information obtained from the local multiple listing service (MLS), deeds, county records, or other informed parties.
- Each subject's highest and best use was determined as if vacant.
- The Sales Comparison Approach is used to estimate each subject's market value. This appraisal report is prepared in accordance with USPAP Standard Rule 2-2(a). Certain extraordinary assumptions and hypothetical conditions (as defined by USPAP) are employed for this assignment and the reader of this report is encouraged to review these conditions & assumptions as they influence each property's value.
- Interviews were conducted with persons considered informed regarding the subject property and similar properties, including real estate professionals, property owners, and various departments of the city of Sweet Home and Linn County.

DEFINITIONS

Market Value is the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (a) *both the buyer and seller are typically motivated;*
- (b) *both parties are well informed or well advised, and acting in what they consider their best interests;*
- (c) *a reasonable time is allowed for exposure in the open market;*
- (d) *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- (e) *the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹*

Fee Simple Estate is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.²

Leased Fee Estate is an ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.³

Leasehold Estate is the right held by the lessee (tenant) to use and occupy real estate for a stated term and under the conditions specified in the lease.⁴

As Is Market Value is the estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.⁵

Extraordinary Assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in the analysis.⁶

Hypothetical Condition is a condition that is presumed to be true when it is known to be false. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.⁷

1 Rules and Regulations, Federal Register, Vol. 55, #165, p. 34696

2 The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, the Appraisal Institute, p 90.

3 Ibid., p. 128

4 Ibid., p. 128

5 Ibid., p. 13

6 Ibid., p. 73

7 Ibid., p. 113

DEFINITIONS (Cont.)

Highest and Best Use is defined as “the reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financially feasible, and maximally productive”.⁸

Marketing Time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing period differs from **exposure time**, which is always presumed to precede the effective date of an appraisal.⁹

Based on the market conditions, market data and each subject’s attributes discussed in this appraisal report, a marketing time between 3 months and one year from this report’s valuation date is considered reasonable. Given market conditions evident prior to the report’s valuation date, each subject’s exposure period is estimated to be similar to each property’s marketing period. These time estimates presume that each subject property is aggressively marketed at the appraised value through normal marketing channels appropriate for the property type.

ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions and Limiting Conditions

1. The report and all matters contained within are prepared on behalf of the addressee only. No responsibility is assumed for its possession, use or reliance on either factual data or conclusions by anyone other than the addressee. It is intended for use only for the purpose stated herein, and only in its entirety.
2. No opinion as to title is rendered. The estimated value(s) is based on the assumption that the property(s) is free of liens such as mortgages, deeds of trust, and judgments, and is not burdened by any other encumbrances including easement restrictions, special assessments, bonds, leases or other similar matters, except those specifically noted in the report.
3. The sketches and maps in the report are prepared to aid the reader in visualizing the property(s), and are based on field investigations conducted for this assignment. Dimensions and descriptions are based on public records, the property inspection, and information furnished by others, and are not meant to be used as references in matters of survey.
4. Information supplied by others and considered in the valuation is believed to be reliable, but no further responsibility is assumed for its accuracy.
5. No responsibility is assumed for matters which are legal in nature, including the validity or accuracy of each property's legal description.

⁸ Ibid., p. 109

⁹ Ibid., p. 140

ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

6. The value of oil, gas and mineral rights, if any, was not considered in the value(s) estimated in this appraisal assignment. Furthermore, this report does not value any furnishings, fixtures or equipment located within the subject property(s), except those items typically sold as part of a real property transaction for the subject's property type(s).
7. The appraisal report is prepared in accordance with USPAP Standard Rule 2-2(a). Retained in the appraiser's bulk file are interview notes, maps and illustrations not included in the appraisal report, as well as third-party reports, area data and duplicative property, market and cost data that may or may not have been used for the development of the value conclusion(s).
8. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The descriptions and resulting comments presented in this report are the results of routine observations made during the appraisal process. The appraiser is not qualified to make any type of environmental judgment regarding the subject property(s). The value(s) estimated in this report is predicated on the assumption that there are no such materials in, on, or near the property(s) that would cause a loss in value.
9. The estimates contained in this report are the opinions of the appraiser, based upon his independent interpretation of the data provided to or accumulated by him, and are not intended in any way to constitute a guarantee of value.
10. No encroachment of real property improvements is assumed to exist.
11. The appraiser disclaims responsibility for the ability or inability of the present owner, or any future purchaser or lessee, to obtain the permits, licenses, environmental impact studies, or other approvals necessary for the successful operation of the property(s) for its highest and best use, or to the use contemplated by any owner, purchaser or lessee. The appraiser disclaims responsibility for, and renders no opinion on, conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes, which conformity cannot be assumed without provision of specific professional or governmental inspection.
12. Those who use this report are cautioned that any forecasts shown herein are intended to illustrate the attitudes and projections of those persons and entities comprising the real estate market at the date of valuation. Such attitudes and projections change from time to time consistent with changes in the real estate market, supply and demand, investor attitudes, and general economic conditions. However, the projections shown are thought to approximate investor attitudes and current trends and conditions at the date of valuation. Inasmuch, however, as the projections are based upon assumptions and estimates of future events, no opinion is offered or expressed on the achievability of the projections and estimates.
13. Testimony or participation in any litigation or arbitration by reason of this appraisal shall not be required unless arrangements have previously been made.

ASSUMPTIONS AND LIMITING CONDITIONS (Cont.)

14. The Americans with Disabilities Act (ADA) became effective February 26, 1992. The appraiser has not made a specific survey or analysis of the subject property to determine whether or not the physical aspects of the improvements (if any) meet the ADA accessibility guidelines.

15. This appraisal assumes competent management and/or ownership of the subject property(s).

Hypothetical Conditions and Extraordinary Assumptions

By mutual agreement with the client, certain extraordinary assumptions and hypothetical conditions (as defined by USPAP) are utilized. Please note that the 4,152 SF segment (Property 2) within the Hutchins/Reliable property is estimated by first valuing the 16,989 SF land within the two tax lots (parent parcel) and the resulting unit value is applied to the 4,152 SF segment. The client indicates that any site improvements situated within the 4,152 SF area is not to be valued. Only land value is to be estimated. Similarly, the appraiser is to disregard any existing site improvements situated on the 16,989 SF city-owned parcel and only estimate its land value.

The 13,977 SF city-owned parcel (Property 1) proposed for land swap is currently a portion of a 4.48-acre tax lot. The client indicates that the city-owned land proposed for this land swap will be severed from the larger city property (parent parcel) and partitioned into two adjacent tax lots. At the client's direction, this appraisal is predicated on the hypothetical condition that the 13,977 SF land area proposed for land swap is already partitioned and suitable for separate sale or exchange. This property is to be valued as having legal access to 24th Avenue, available municipal utilities within the 24th Avenue right of way, and have conforming zoning & comprehensive plan designations.

Property 2 currently consists of two related but separate ownership vestings and tax lots. The client has instructed the appraiser to value the two adjoining tax lots as one parcel given the related ownerships. The appraiser is valuing Property 2 under this premise as an extraordinary assumption, with no consideration to any site improvements situated on the property or any potential damages to the balance of the property resulting from the loss of the 4,152 SF portion to be granted to the City for road widening purposes.

APPRAISER'S CERTIFICATION

I do hereby certify that, except as otherwise noted in this appraisal report:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest with respect to the parties involved.
4. I have no bias with respect to the property(s) that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results. Future employment is not dependent upon reporting a specified value(s). Neither employment nor compensation are dependent upon the approval of a loan application.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value(s) or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and the Standards of Professional Practice; and the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice ("USPAP").
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
10. I made a personal exterior inspection of the property(s) that is the subject of this report as well as exterior inspections of the market data utilized in the analysis. Given the scope of work for this appraisal assignment, interior inspections of the properties being appraised were not necessary.
11. No one other than the undersigned provided assistance in preparing this appraisal report.
12. I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without prior written consent of William E. Adams, MAI.
13. I have acquired through study and practice the necessary knowledge and experience to complete this assignment competently.
14. I have not performed a prior appraisal or other service involving this property(s) during the past three years.

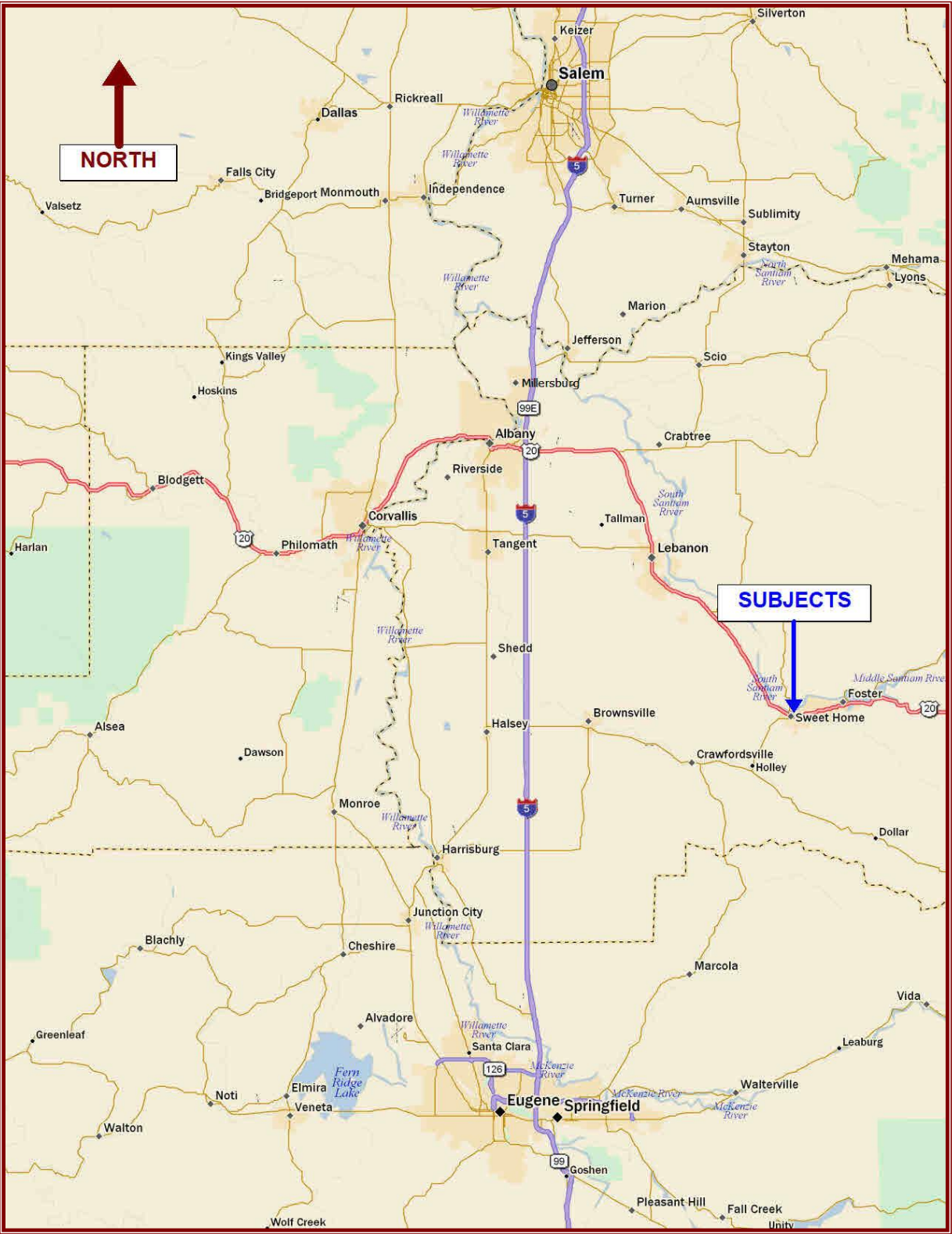


William E. Adams, MAI

Oregon General Appraisal Certificate C00495

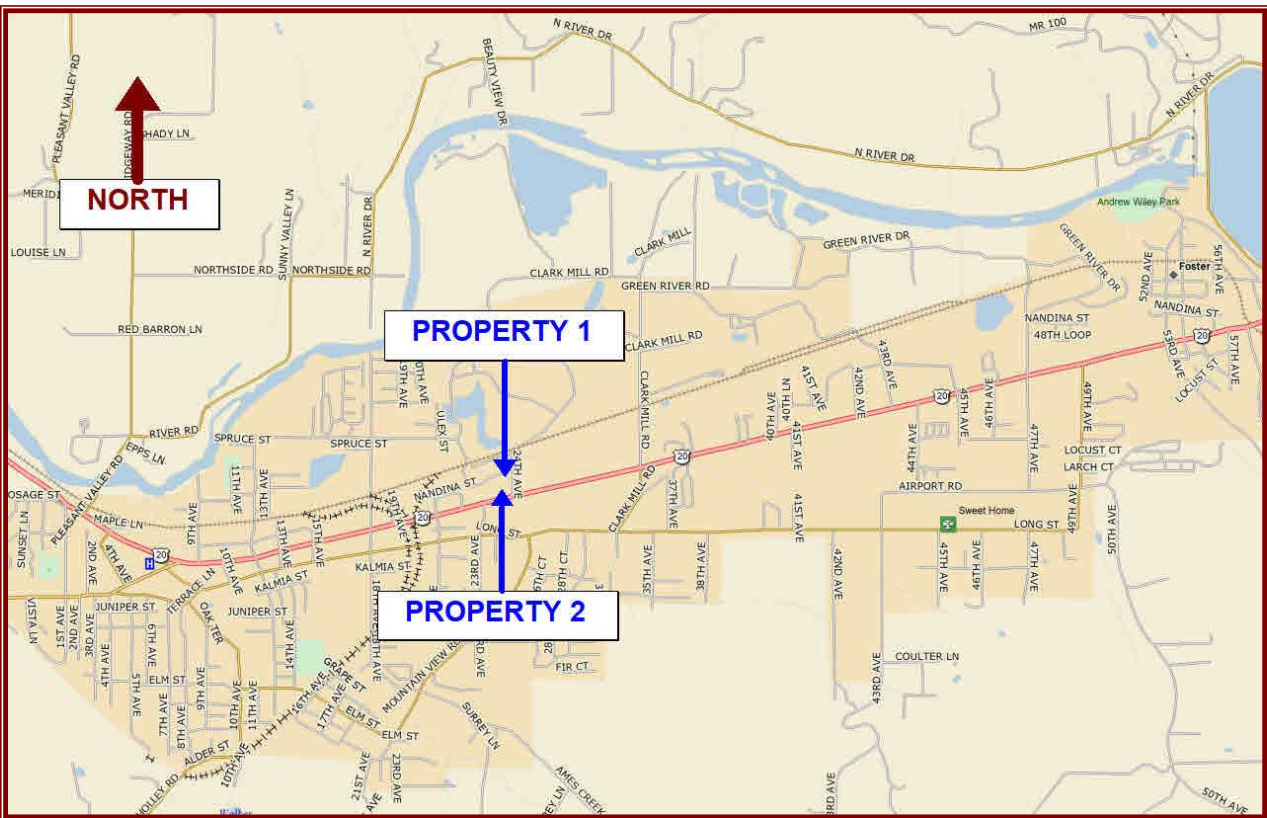
Expires 11-30-2020

AREA AND NEIGHBORHOOD ANALYSIS



AREA MAP

AREA AND NEIGHBORHOOD ANALYSIS (Cont.)



LOCATION MAP

Area Analysis

The subject properties are situated in the rural community of Sweet Home within Linn County. Sweet Home is situated approximately 12 miles southeast of Lebanon and 25 miles southeast of Albany (county seat). The Portland Metropolitan Area is approximately 88 miles to the north via Interstate 5 which travels through Albany.

Sweet Home's 2019 population (as of July 1) totaled 9,340 residents, up 1.2 percent from the previous year. Linn County's 2019 population totaled 126,550 residents, up 0.8 percent from 2018.

Sweet Home was historically a timber town with multiple mills and good proximity to large tracts of timberland. The town's presence along State Highway 20 provides good access to timberlands further east in the Cascade range & its foothills, as well as direct access to Interstate 5 and other sawmills in Linn County. During the past few decades, the timber industry has continued to decline in Oregon and this region, with the closure of numerous sawmills and related plants. Today, Sweet Home is a rural community with an increased diversity of land uses. While many residences still commute to jobs in Lebanon & Albany, Sweet Home has a variety of employment opportunities due to the growth of its commercial base during the past decade.

AREA AND NEIGHBORHOOD ANALYSIS (Cont.)

Sweet Home is situated near a number of recreation opportunities. Recreation and tourism has increased in recent years in the region and traffic flow through Sweet Home has benefited a number of commercial businesses along the highway.

Weyerhaeuser still maintains a mill in this community and is the largest manufacturing employer. Other large employers serving Sweet Home include the local school district and city government.

Sweet Home has witnessed some growth in its commercial and industrial sectors in recent years, with increases in commercial development primarily occurring along the Highway 20 commercial corridor. This corridor provides an array of commercial retail, office, and service uses catering to both area residents and the highway traveler. Large retailers in the community include Safeway, Thriftway, and Bi-Mart. Both Dollar Tree and Dollar General opened stores in this community within the past few years. New commercial activity has involved retail buildings and a number of remodeling projects. Some commercial-zoned parcels with old structures have witnessed building demolitions in order to better utilize the underlying land for a new commercial use. The inventory of vacant commercial land being marketed for sale is not excessive, nor is the inventory of existing commercial buildings being marketed for sale or lease. Some industrial-building vacancy is evident, but the inventory is not excessive. Sweet Home's industrial land base is primarily situated north of the Highway 20 commercial corridor. Available industrial land is primarily large acreage parcels rather than small industrial sites suitable for service and light industrial uses.

With regard to residential growth, Sweet Home is witnessing increased development activity during the past few years, but still not achieving pre-recession levels. Speculative residential development is not as prevalent in Sweet Home as in other larger Linn County communities.

Overall, Sweet Home is recognized as a stable rural community. Growth is expected to occur at modest rates in the near future. The City provides municipal water, sanitary sewer, and storm drainage services to property located within the city limits. The City indicates that adequate utility capacity is present to accommodate additional growth in the foreseeable future.

Neighborhood Analysis

The two subject properties are located along the Highway 20 (Main Street) corridor in Sweet Home with Property 1 specifically situated one parcel north of Highway 20 along 24th Avenue and Property 2 situated at the northwest corner of 24th Avenue and Highway 20. Along the Main Street/Highway 20 commercial corridor are a variety of commercial uses with structures ranging from below-average to average quality & condition. A few rural residences are also present along the highway in this vicinity as well as municipal uses. A new Dollar Tree store was recently constructed on the east side of 24th Avenue, directly east of the subject properties.

24th Avenue extends north of Highway 20 to the railroad tracks within ¼ mile to the north. Along 24th Avenue are some industrial service uses, undeveloped land, and the City's corporation yard. The road currently terminates at the railroad tracks, with a former mill site located north of the railroad tracks.

AREA AND NEIGHBORHOOD ANALYSIS (Cont.)

According to the City, the former mill site and adjoining land north of the railroad tracks are targeted as a new location for the annual Oregon Jamboree. The widening project of 24th Avenue is intended to provide improved access to this event facility. The City's Comprehensive Plan designation for the land along 24th Avenue and the former mill site is Recreation Commercial, which is intended to support the event property and adjoining lands anticipated to transition to uses supporting the facility.

Property 1 is the 13,977 SF south portion of the City corporation yard property. Uses adjoining Property 1 include the balance of the corporation yard to the north, commercial and service uses to the south (fronting Highway 20), the new Dollar Tree store on the east side of 24th Avenue, and a light industrial use to the west (also fronting Highway 20).

Property 2 consists of the two adjoining commercial-zoned parcels fronting Highway 20 and under the Hutchins Trust & Reliable Welding ownerships. Uses adjoining these two properties consist of a hair salon to the west, the City's corporation yard to the north, the new Dollar Tree store on the east side of 24th Avenue, and both a retail store & old dwelling on the south side of Highway 20.

Land along the highway corridor in the subject's vicinity is zoned C-2 (Commercial Highway) while land north of this corridor is primarily zoned M (Industrial). A few undeveloped commercial parcels are present along the commercial corridor, but the inventory of parcels being marketed for sale is limited. Development in this vicinity has occurred consistent with existing zoning. The neighborhood has a relatively level terrain, good visibility & access, no amenity features, and no adverse land uses or businesses that negatively impact marketability, value, or development potential.

SUBJECT PHOTOGRAPHS (Taken March 6, 2020)



Northerly view of Property 1's 24th Avenue frontage. (A12-498)



Southerly view of Property 1's 24th Avenue frontage. (A12-499)

SUBJECT PHOTOGRAPHS (Cont.)



View of Property 1 from road frontage. (A12-500)



Easterly view of Property 1 taken near west boundary. (A12-501)

SUBJECT PHOTOGRAPHS (Cont.)



View of Hutchins Trust/Reliable Welding Property taken from
24th Avenue & Main Street intersection. (A12-491)



Easterly view of property's Main Street frontage. (A12-487)

SUBJECT PHOTOGRAPHS (Cont.)



View of Hutchins/Reliable property from 24th Avenue frontage. (A12-494)



Northerly view of subject's 24th Avenue frontage. (A12-492)

SUBJECT PHOTOGRAPHS (Cont.)

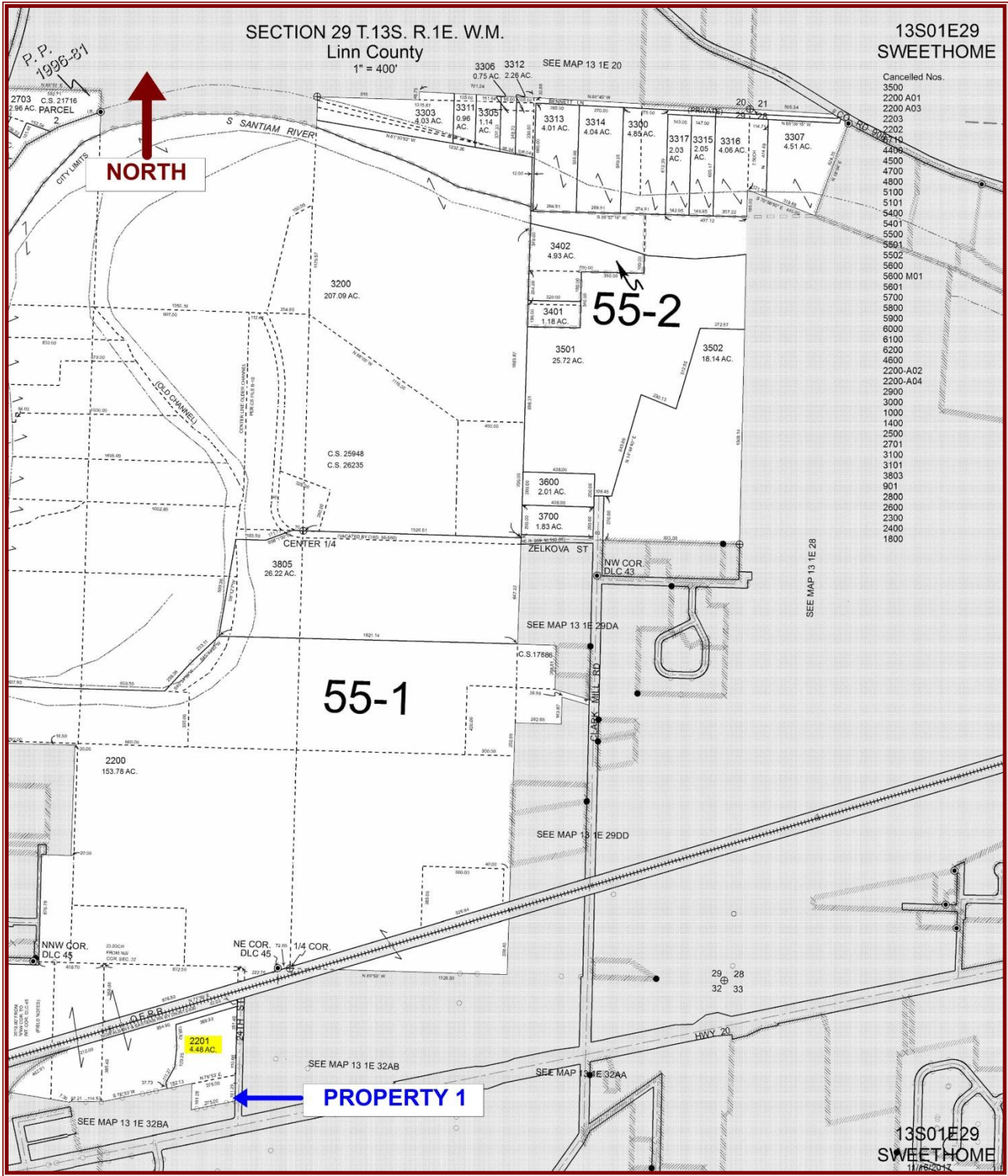


Northerly view of Property 2 proposed for land swap. (A12-493)



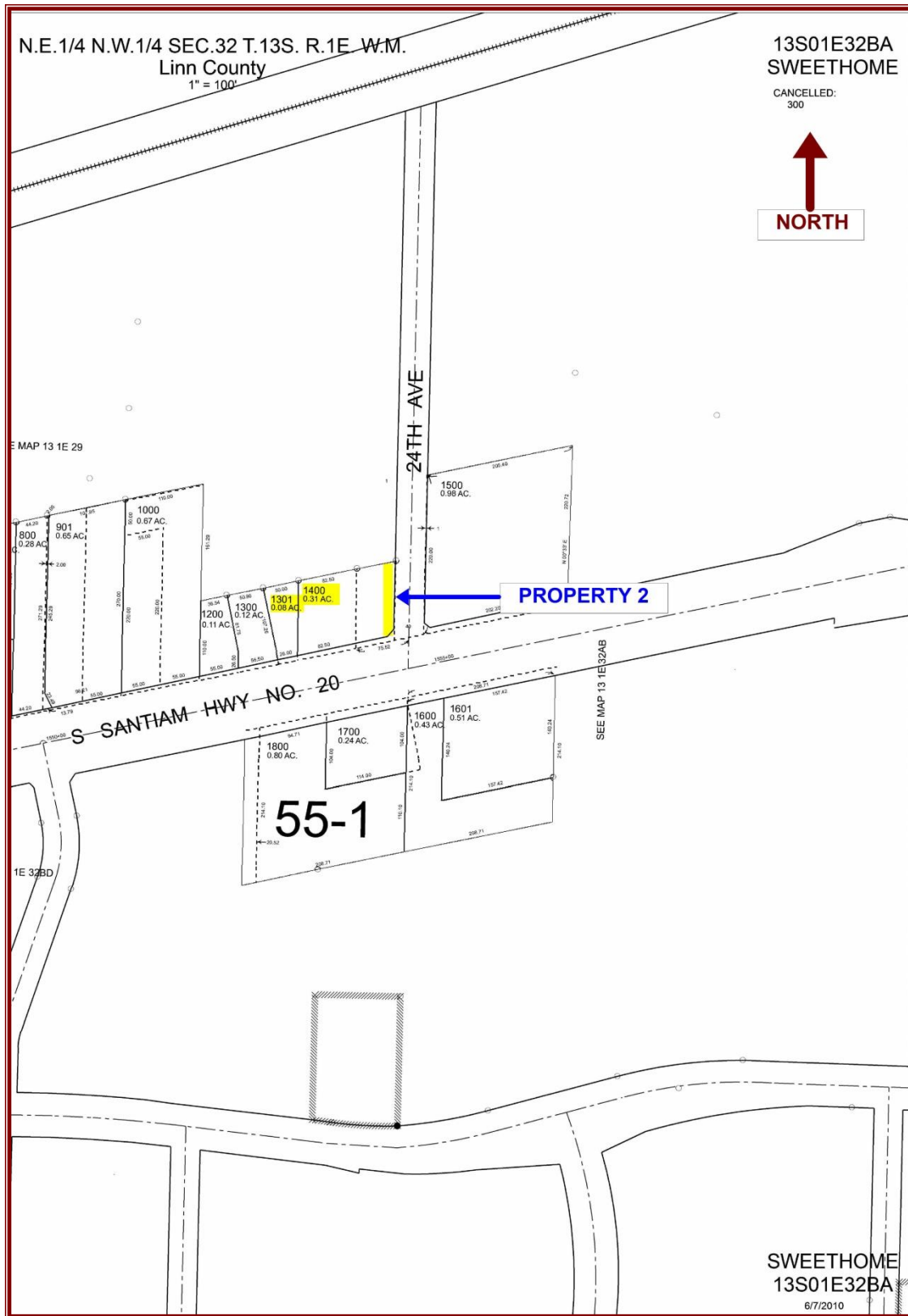
Southerly view of Property 2. (A12-497)

PROPERTY EXHIBITS

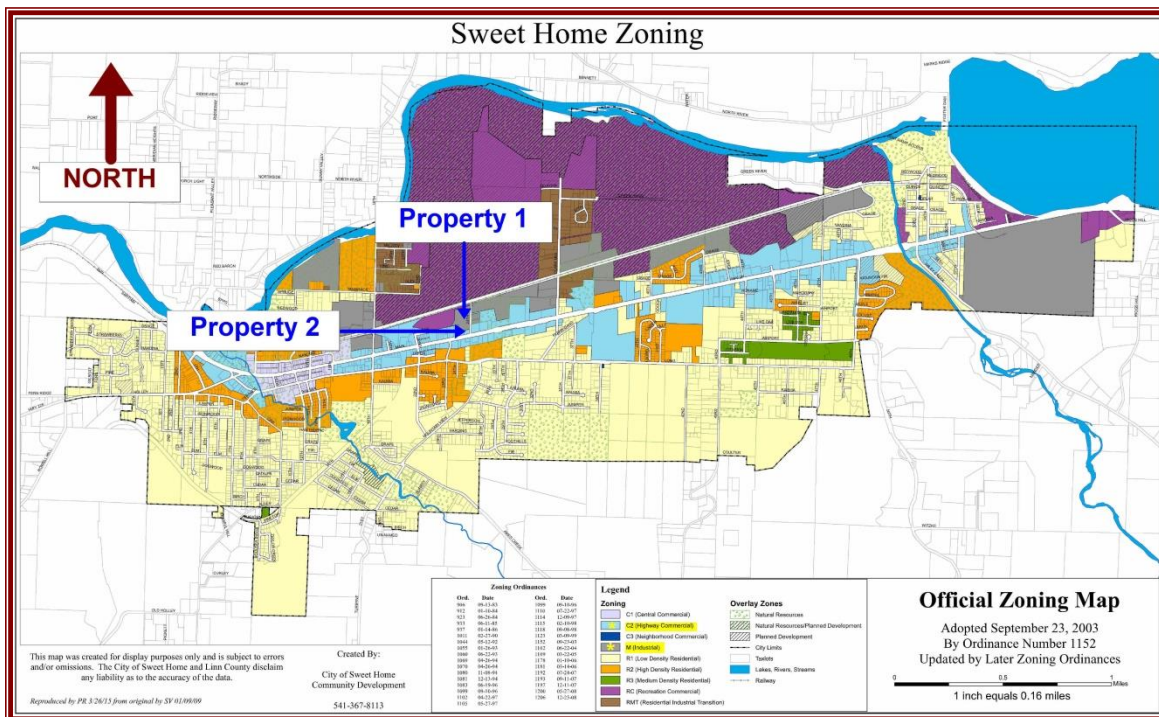


PLAT MAP – Property 1

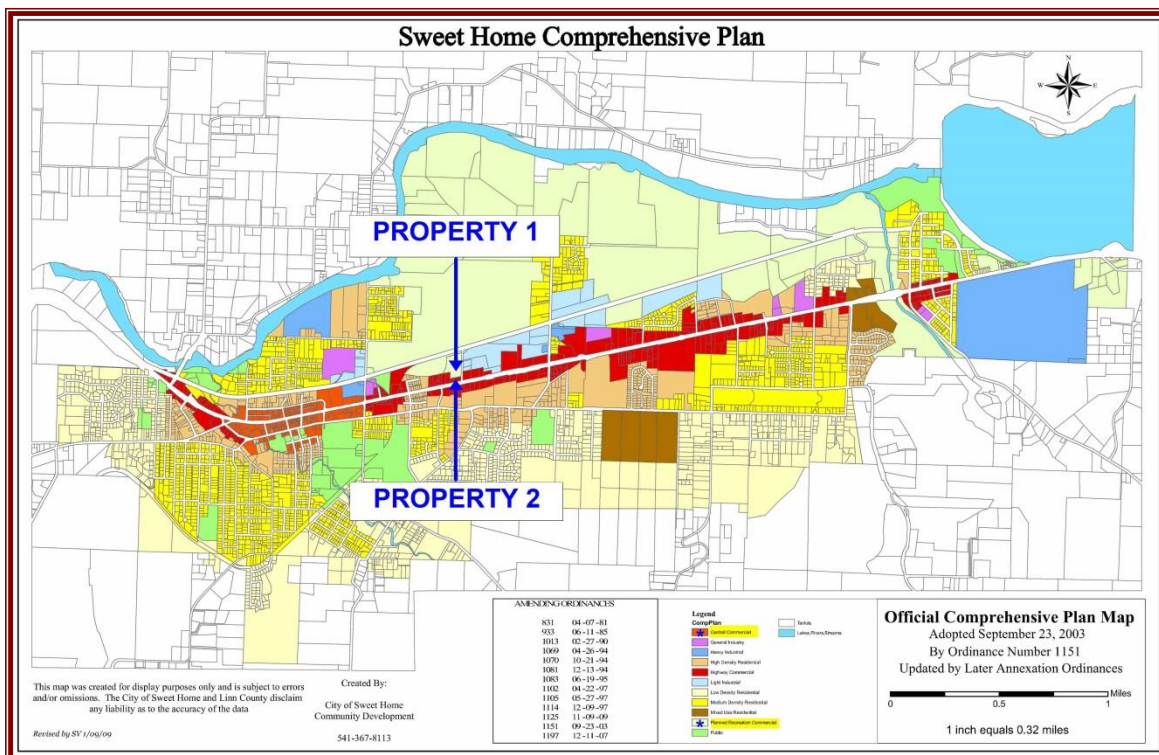
PROPERTY EXHIBITS (Cont.)



PLAT MAP – Property 2



ZONING MAP



COMPREHENSIVE PLAN MAP

PROPERTY DESCRIPTIONS



Ownership and Property History

The city of Sweet Home owns the 4.48-acre tax lot from which Property 1 is located. Two adjacent tax lots fronting Highway 20 are owned by the Hutchins Trust (tax lot 1301) and Reliable Welding Inc. (tax lot 1400). Property 2 is located on the east side of tax lot 1400 and the client has instructed the appraiser to value Property 2 as part of the combined tax lots 1301 and 1400 given that their ownerships are related. Given the scope and intended use of this appraisal assignment, no contact was made with the owners of tax lots 1301 and 1400 as part of this appraisal assignment.

A review of County records reveals no ownership transfers involving these properties during the past three years. In 2003, an interparty transaction occurred involving tax lot 1400 which conveyed ownership from Hutchins to Reliable Welding Incorporated. A review of the local multiple listing service reveals no active listings involving these three properties.

Subject Location and Access

Property 1 is the southerly 13,977 SF of a 4.48-acre parcel owned by the city of Sweet Home. Property 1 and its parent parcel (owned by the City) contain frontage and access along the west side of 24th Avenue. This property is located one property north of the Highway 20 (Main Street) intersection. Specifically, Property 1 contains 61.5 feet of frontage along the widened 24th Avenue right of way after the City dedicates another portion for road widening purposes. Overall, access to Property 1 is considered average.

PROPERTY DESCRIPTION (Cont.)

Property 2 is part of two adjacent tax lots located at the northwest corner of 24th Avenue and Main Street. These two tax lots specifically contain approximately 110 feet of Main Street frontage and approximately 100 feet of frontage along 24th Avenue. Property 2 involves 4,152 SF of land along the east end of this combined property, with Property 2 having approximately 50 feet of frontage along Main Street and approximately 100 feet of 24th Avenue frontage. The two tax lots have multiple access drives from Main Street and one large access drive along 24th Avenue. Overall, access to these two tax lots is considered average.

Present Use

Currently, the 4.48-acre City parcel is utilized as a corporation yard containing shops, storage buildings, offices, and significant outside storage. Parking is also provided. Buildings vary in construction components and quality/condition ratings. The City's land swap parcel (Property 1) consists of gravel surface, perimeter chain link fencing along the south and west boundaries, and wood-post light standards.

The two tax lots within the Hutchins/Reliable ownerships are improved with older light industrial buildings utilized for service uses. The west tax lot (1301) is utilized for H & H Machine while the east tax lot (1400) is utilized for Reliable Welding. These two tax lots contain both asphalt paved and gravel surfaces as well as display signs. The westerly building used by H & H Machine is a concrete block building with rollup doors and a partial upper floor. Based on a cursory exterior inspection, this building is rated below-average in quality & condition. The easterly building used by Reliable Welding is a concrete block shop building with 4 bays and rated below-average in quality & condition.

The east portion of tax lot 1400 is proposed for the land swap with the City and is identified as Property 2. Property 2 is currently improved with gravel surface, a display sign, and some metal materials being stored by the owner.

Legal Description

No legal description or title report covering the two subject properties were provided by the client. The appraiser received an Aerial Exhibit which depicts the shape and boundaries of the two properties proposed for the land swap. These two subject properties are briefly described as follows.

Property 1 is briefly described as being within the north ½ of Section 32 in Township 13 South, Range 1 East, Willamette Meridian, in Linn County, Oregon. Property 1 is currently a portion of Tax Lot 2201 within Linn County Assessor's Plat 13S-01E-29.

Property 2 is briefly described as being within the Northeast ¼ of the Northwest ¼ of Section 32 in Township 13 South, Range 1 East, Willamette Meridian, in Linn County, Oregon. Property 2 is a portion of Tax Lots 1301 and 1400 within Linn County Assessor's Plat 13S-01E-32BA.

PROPERTY DESCRIPTION (Cont.)

Assessed Values and Taxes

Properties 1 and 2 are portions of three separate tax lots. As such, Linn County has not provided tax or assessment information particular to these two properties proposed for exchange. The following information covers tax and assessment information for the tax lots from which Properties 1 and 2 are a portion.

The land, improvements, and total values reflect the assessor's estimate of the real market value of each tax lot. The assessed value is used for the calculation of taxes and was estimated by Linn County in accordance with Measures 47 and 50. According to the County Tax Collector's office, none of the tax lots have any delinquent taxes.

Assessed Valuation Date: July 1, 2019
Tax Lot No(s): 13S-1E-29: 2201
13S-1E-32BA: 1301, 1400

Account	Land	---- Real Market Value ---- Improvements	Total	Assessed Value	Taxes
Property 1:					
0878950 (2201)	\$326,740	\$295,490	\$622,230	\$622,230	Exempt
Property 2:					
0258190 (1301)	\$22,660	\$71,530	\$94,190	\$93,190	\$1,604.52
0258208 (1400)	\$58,540	\$33,350	\$91,890	\$48,870	\$1,205.61

Site Description

Property 1:

Property 1 is the southerly 13,977 SF of the 4.48-acre tax lot owned by the City. Property 1 is identified on the Land Swap Map as Proposed Parcels 2 and 3 (shown in green). As cited on the exhibit, the City will be also dedicating the northerly portion of the orange area for the purpose of widening 24th Avenue. This will result in Property 1 having direct frontage along the widened 24th Avenue right of way. According to the client, Property 1 will have direct access to 24th Avenue, with all municipal utilities available. This property is essentially shaped as a parallelogram, with its width being 60 feet and its north & south boundaries measuring approximately 232 feet. This parcel has a level terrain, at grade to the roadway and adjoining properties, with an open interior currently used for parking associated with the City's corporation yard. Property 1 has no undevelopable area or view/amenity features. 24th Avenue has full offsite improvements (curb, gutter, and sidewalk) along the road frontage. The appraiser's inspection of the subject and surrounding neighborhood indicates no obvious signs of soil instability, drainage, or erosion problems.

PROPERTY DESCRIPTION (Cont.)

Property 2:

Unlike Property 1, Property 2 is valued at its contributory value to the Hutchins Trust/Reliable property. This combined ownership totals 16,989 SF, has a utilitarian shape with available utilities, average access along both road frontages, a level terrain at grade to both road frontages, and no view or amenity features. Full offsite improvements are present along both road frontages.

Property 2 totals 4,152 SF and is situated along the east side of the Hutchins Trust/Reliable property. Property 2 is located along the west side of 24th Avenue and as well as the north side of Main Street. The parcel has an irregular shape and its small size is not conducive to independent development. As such, it is being valued as part of the entire Hutchins Trust/Reliable property.

Both Properties:

The City of Sweet Home offers municipal water, sanitary sewer, and storm drainage services to both properties. Aside from these services, properties in this area are also served by Northwest Natural (natural gas), Pacific Power (electricity), and CenturyLink (local telephone).

No title report was provided by the client and no specific investigation into title matters was conducted by the appraiser. A review of the Assessor's Plat reveals no easements within either property. Overall, there does not appear to be any easements or encumbrances present that would adversely impact the value, marketability, or development potential of either property being appraised.

As shown on the Zoning Map, Property 1 and its parent parcel owned by the City are zoned M (Industrial) by the City. The City's Comprehensive Plan designation for this property is Planned Recreation Commercial. According to Blair Larsen (City Community and Economic Development Director), the comprehensive plan designation is intended to conform with the City's desire to locate the Oregon Jamboree event facility on nearby land and have land along 24th Avenue be available to provide uses supporting the event facility. The current language within the comprehensive plan designation is not desirable and it is likely that the designation will be revised or replaced. The current industrial zoning designation allows a variety of industrial uses as well as some supporting commercial service uses appropriate for a secondary commercial site lacking thoroughfare visibility and access. Mr. Larsen indicates that the zoning designation would likely take priority over the comprehensive plan designation for Property 1 given the previously-cited reasons pertaining to the comprehensive plan.

With regard to Property 2, this property is within two existing tax lots zoned C-2 (Commercial Highway) by the City. The City's comprehensive plan designation for these two parcels is Central Commercial. These zoning and comprehensive plan designations are in conformance. The C-2 zone allows a wide array of commercial uses suitable for primary and secondary commercial locations. In addition, residential uses are allowed under certain conditions.

PROPERTY DESCRIPTION (Cont.)

There are no overlay zones affecting either property.

The City has not recently approved or is currently evaluating any applications for partitioning, land use, Measure 37/49, rezone, or development involving either property.

According to the Federal Emergency Management Agency (FEMA), the subject properties are situated within FEMA's un-shaded Flood Zone X. This zone is situated outside the 100-year flood plain. FEMA map reference is Community Panel 41043C-0914-G, dated September 29, 2010. No LOMA's or LOMR's have been filed in this vicinity.

Western Oregon is categorized as seismic zone 3, and the current probability of a major seismic event has been calculated as moderate. According to the City, the subject parcels are not impacted by any known mudslide or landslide hazard zones, nor any wildlife or riparian protection zones. It is noted that a small area of wetlands is identified at the northeast corner of the City's 4.48-acre parcel; however, no wetlands are noted in proximity to the properties proposed for the land swap.

No information regarding hazardous materials on either subject or adjacent property was provided for this assignment. For this analysis, it is assumed that there are no adverse environmental conditions on, in, or near either subject that would impact marketability or value.

Building and Site Improvements

At the client's direction, only the land values of the two subject properties are being estimated in this appraisal assignment. As such, it is not necessary to describe the improvements situated within the land proposed for land swap or their parent parcels.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use as if Vacant:

Property 1:

As cited in the zoning discussion, Property 1 is zoned Industrial but has a Planned Recreation Commercial comprehensive plan designation. The zoning and comprehensive plans do not conform. According to the client, the zoning designation would take priority in any new development applications. As such, the parcel is suitable for an array of light industrial uses as well as many supporting commercial uses cited in the Industrial zoning criteria. There are no overlay zones affecting this property, nor are there any known easements encumbering the property.

Municipal utility lines are available and the property is not within the 100-year flood plain, a geo-hazard zone, a habitat protection zone, or impacted by wetlands.

Property 1 contains 13,977 SF of land area with a utilitarian shape and no unusable land area. These attributes are sufficient for a number of allowed uses within the M zone.

The property is located just north of the Highway 20 (Main Street) corridor. In this vicinity are a variety of commercial uses, with industrial uses situated on land north of the corridor. There are no adverse land uses or businesses present that negatively impact this property. The inventory of vacant industrial land in this market area is relatively low. Sweet Home's industrial sector is primarily situated north of the Highway 20 corridor and consists of large parcels. There is a limited inventory of small industrial parcels (less than 1 acre) in this community. Furthermore, there is not an excess supply of improved industrial space available for sale or lease in this community.

There has been a lack of transactions involving small industrial-zoned parcels in Sweet Home in recent years. This is primarily attributed to the low inventory of small industrial-zoned parcels in the community. Some transactions involving commercial-zoned sites with secondary commercial locations have occurred, and these properties offer similar potential to the allowed commercial uses in the subject's Industrial zone. In nearby communities in Linn County, sales of small industrial parcels have occurred.

If marketed for sale, market conditions suggest that demand would be good for Property 1. After reviewing Property 1's attributes and current market conditions affecting this property type, the highest and best use of Property 1 as though vacant is for a light industrial or commercial-service use in accordance with the City's M zoning criteria.

Property 2:

Property 2 is zoned C-2 (Highway Commercial) and has a conforming Central Commercial comprehensive plan designation. This zone allows a wide array of commercial uses typically found along a highway or commercial corridor. There are no overlay zones impacting this property, nor are there any known easements encumbering the property. Municipal utility lines are available and the property is not within the 100-year flood plain, a geo-hazard zone, a habitat protection zone, or impacted by wetlands.

HIGHEST AND BEST USE ANALYSIS (Cont.)

The Hutchins/Reliable property from which Property 2 is a portion has a utilitarian shape, totals 16,989 SF, and has no unusable land present. These attributes are suitable for a variety of uses allowed in the C-2 zone.

The community of Sweet Home has witnessed growth in its commercial sector in recent years, with both remodeling and new construction evident along the Highway 20 commercial corridor. Just east of the subject along the east side of 24th Avenue is a new Dollar Tree store. A new Dollar General store is also situated in this vicinity. According to the City, additional commercial development is being proposed along the highway. The current inventory of commercial land in Sweet Home is not excessive, nor is the inventory of available commercial space being offered for sale or lease.

If marketed for sale as a vacant property, the Hutchins/Reliable property is expected to generate strong interest. After reviewing the attributes of this property, the highest and best use of this property is for an allowed commercial use in accordance with the C-2 zoning criteria.

Highest and Best Use as Improved:

As previously stated, this appraisal assignment only estimates the land value of the two properties proposed for the land swap. As such, there is no need to perform a highest and best use analysis of either property (or their parent property) as improved.

VALUATION ANALYSIS

The following analysis estimates the value of Properties 1 and 2. As cited in the preceding highest and best use analysis, Property 1 is suited to a light industrial or commercial service use. Its location is not recognized as a primary commercial location due to the lack of arterial frontage and visibility. Property 2 is best suited to a commercial use benefiting from its commercial corridor frontage and visibility. Given the differing property attributes, two sets of market data are analyzed. Certain commercial comparables with secondary commercial locations are used in the analysis of both properties, while certain industrial-zoned market data are only used for the valuation of Property 1.

Comparables 1 through 5 are commercial-zoned parcels located in Sweet Home. These comparables specifically consist of one current listing and four sales that occurred between April 2017 and February 2020. These comparables range in size from 11,762 to 50,830 SF and indicate unit prices between \$2.69 and \$5.57/SF. All of these parcels are zoned C-2 and located along Highway 20 (Main Street).

Comparables 6 through 9 represent four sales occurring between April 2018 and November 2019, range in size from 0.54 to 1.93 acres, and indicate unit prices between \$1.48 and \$2.52/SF. Three of these sales are zoned industrial while one has a commercial zoning, but a secondary commercial location.

For this analysis, the appropriate unit of comparison is the price per SF. The appraiser is aware of other comparables in the market area, but the selected data-set is considered to be the best available data for appraisal purposes.

In estimating the land values of the two subject properties, consideration is given to property rights conveyed, financing, conditions of sale, market conditions (time of sale), location, terrain, utility availability, the presence of offsite improvements, parcel size, configuration, zoning, the cost to remove/demolish necessary vegetation or structures, or the contributory value of any improvements with remaining economic life. Due to the lack of data to reliably quantify adjustments, adjustments are made on a qualitative basis in accordance with the market.

No adjustment for property rights is necessary. All of the comparables conveyed or are marketing a similar fee simple estate as each subject's interest being appraised. With regard to financing, the sales were primarily cash transactions. Sale 4 involved a land sale contract, but the terms were considered cash equivalent. With regard to the listing of Item 5, the property owner seeks cash or cash-equivalent terms. Overall, no financing adjustment is required for these comparables. Regarding conditions of sale, the transactions are arm's length and do not appear to involve duress. Furthermore, the property owner marketing the listing is under no atypical motivation to sell his property. Overall, no conditions of sale adjustment is necessary for these comparables.

The sales occurred between April 2017 and February 2020. With regard to the commercial land transactions, Sweet Home has witnessed improved market conditions during the past few years and upward time adjustments are warranted. However, the market has not shown a similar appreciation for the industrial land market segment.

VALUATION ANALYSIS (Cont.)

With regard to the active listing of Item 5, a downward adjustment for listing status is appropriate due to the likelihood that a negotiated sale price will be lower than the listing price.

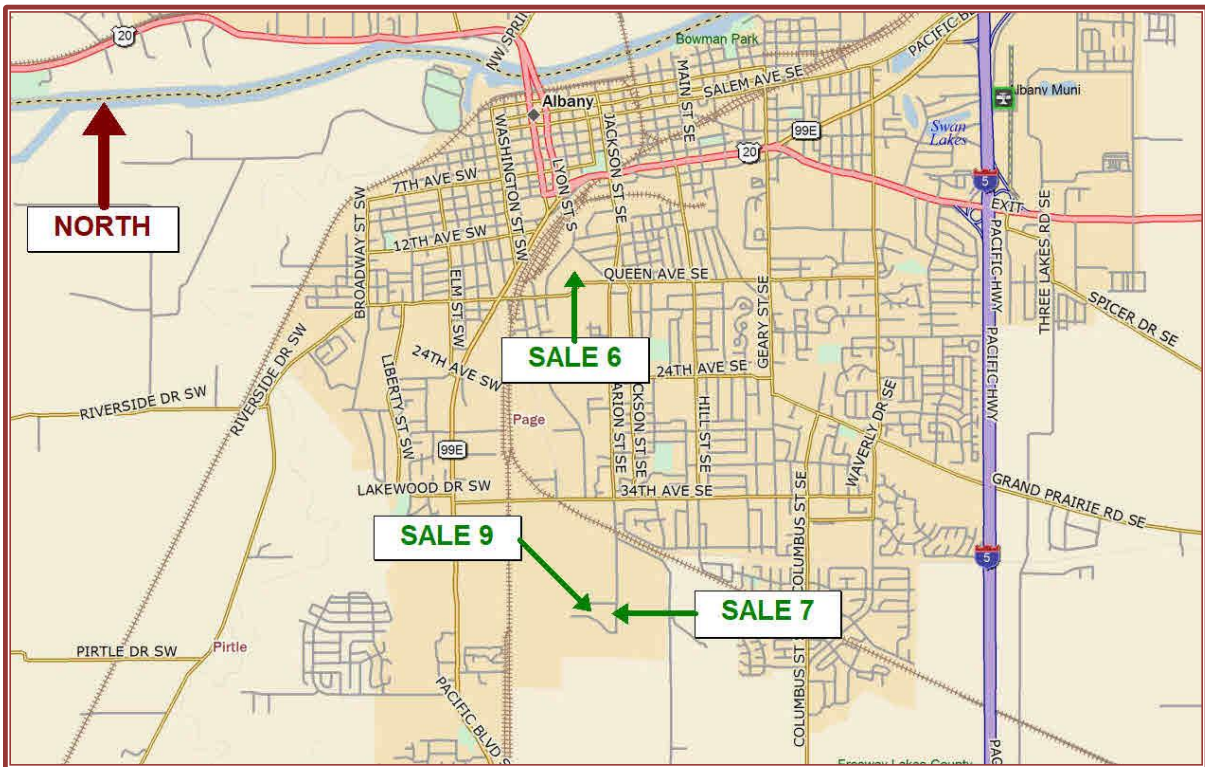
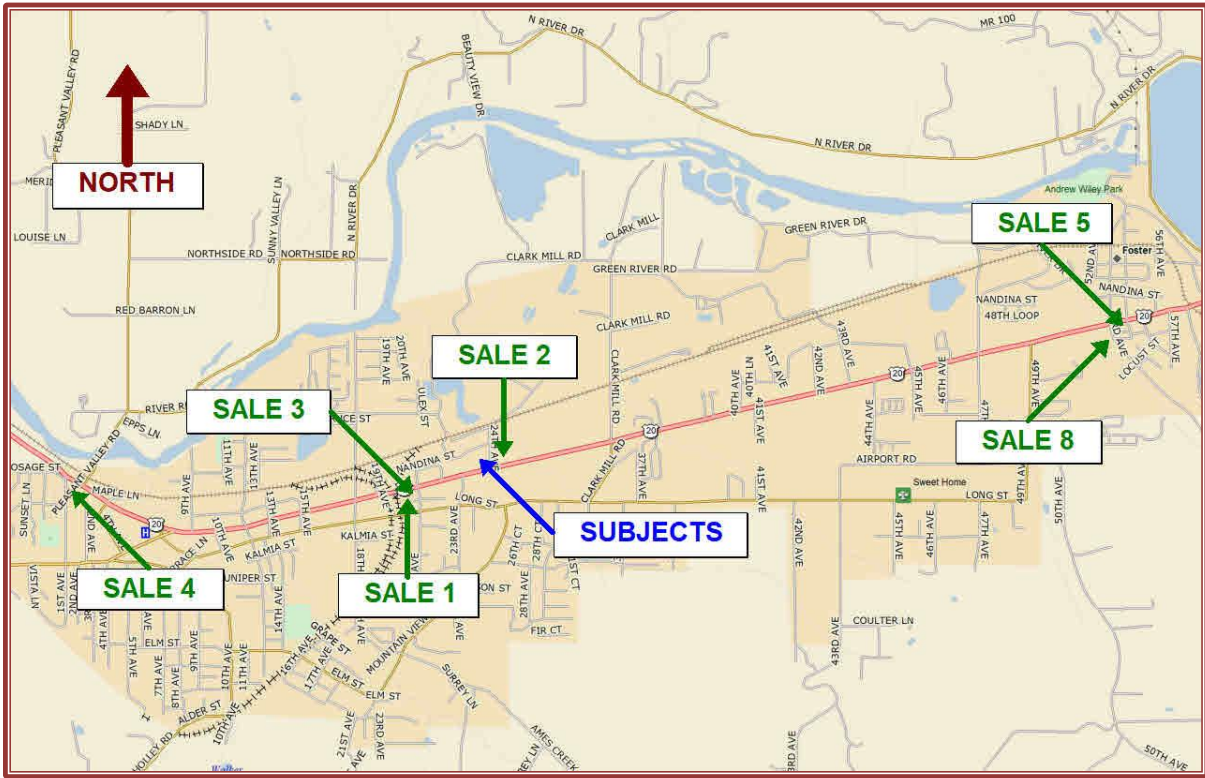
Below and on the following pages are tables summarizing the land comparables as well as a Land Sales Map and photographs of each comparable.

SALE	LOCATION	PRICE/ SALE DATE	SIZE/ ZONING	UNIT PRICE	COMMENTS
Primary Commercial Market Data:					
1	S/S Highway 20 Sweet Home 13S-1E-32BC: 1100 and 7200 Doc. No.: 2017-7010	\$174,000 Cash to Seller (4/17)	50,830 SF C-2	\$3.42/SF	Located along highway and commercial corridor in growing commercial area across from Bi-Mart. Parcel has level terrain, irregular shape, full offsites, good visibility and access, and available utilities. Buyer erected Dollar General retail store on the parcel.
2	NEC Highway 20 & 24th Avenue Sweet Home 13S-1E-32BA: 1500 Doc. No.: 2018-8021	\$115,000 Cash (5/18)	42,689 SF C-2	\$2.69/SF	Located along highway and commercial corridor with good visibility & access. Parcel is slightly above grade, has a gentle terrain, an open interior with a few trees, a utilitarian shape, available utilities, and full offsites along both frontages. No undevelopable land or amenity features present. Site developed with a Dollar Tree store.
3	S/S Highway 20, west of 22nd Ave. Sweet Home 13S-01E-32BC: 1201 and 1300 Doc. No.: 2018-17035	\$50,000 Cash (9/18)	11,762 SF C-2	\$4.25/SF	Located along highway and commercial corridor with good visibility and access. Rear of parcel fronts Larch Street. Parcel is level, at grade, irregular shape, available utilities, full offsites along highway, open interior with a few trees, and no unusable land area or amenities.
4	S/S Highway 20, east of 1st Avenue Sweet Home 13S-01E-31BC: 500 Doc. No.: 2020-3046	\$87,500 Cash Eq. (2/20)	16,117 SF C-2	\$5.43/SF	Located at west end of town and commercial corridor. Good visibility & access, with shared driveway to ODOT yard (to west). Parcel is 3-feet above road grade, has irregular shape, level to gentle terrain, mostly open interior with a few trees, available utilities, full offsites, and no amenity features.

VALUATION ANALYSIS (Cont.)

SALE	LOCATION	PRICE/ SALE DATE	SIZE/ ZONING	UNIT PRICE	COMMENTS
5	SWC Highway 20 & 55th Avenue Sweet Home 13S-01E-27DB: 2500 and 2600 Doc. No.: n/a	\$80,000 Listing (3/20)	14,374 SF C-2	\$5.57/SF	Located at east end of commercial corridor near commercial, industrial, and residential uses. 55 th Avenue is gravel road with no offsites, highway frontage has full offsites. Parcel has gentle terrain with two benches, east bench has foundation system requiring removal. Parcel has utilitarian shape, available utilities, good access & visibility, some trees present, and no amenity features or undevelopable area. Listing commenced in February 2018 with no price changes to date.
Industrial and Secondary Commercial Market Data:					
6	N/S Queen Avenue Albany 11S-3W-7CA: 8300 11S-3W-7CD: 1104 Doc. No.: 2018-7294	\$175,500 Cash (4/18)	1.60 Ac. LI	\$2.52/SF	Located along arterial, mixed commercial and industrial area. Parcel has good access & visibility, level terrain, open interior with a few trees, full offsites, available utilities, irregular but utilitarian shape, no undevelopable land or amenity features.
7	W/S Marion Street, North of 41st Ave. Albany 11S-3W-19A: 600 Doc. No.: 2018-20155	\$200,000 Cash (11/18)	1.93 Ac. LI	\$2.38/SF	Located in industrial area with new growth evident. Site has good access but no thoroughfare visibility, level terrain, open interior, no offsites, utilitarian shape, and available utilities. BPA transmission line easement along north portion of parcel only suitable for site imps.
8	W/S Wiley Creek Drive, just south of Highway 20 Sweet Home 13S-01E-27C: 101 Doc. No.: 2019-1253	\$35,000 Cash (1/19)	23,522 SF C-2	\$1.48/SF	Located on collector street just south of Highway 20 but no highway visibility. Mixed-use neighborhood. Parcel has irregular shape with creek bordering west boundary. Site has both open and treed areas, available utilities, no offsites, old structure present requiring removal for new use. Parcel has a secondary commercial location.
9	N/S 41st Avenue, West of Marion St. Albany 11S-3W-19A: 1000 and 1100 Doc. No.: 2019-20672	\$145,000 Cash (11/19)	1.78 Ac. LI	\$1.87/SF	Located in industrial area with good access but no thoroughfare visibility. Parcel has level terrain, open interior, utilitarian shape, available utilities, partial offsites, and no amenity features. Bisecting easements pose issues for placement of building.

VALUATION ANALYSIS (Cont.)



LAND SALES MAPS

VALUATION ANALYSIS (Cont.)

The following paragraphs discuss each comparable and factors warranting adjustment for comparison with the two subject properties.

Valuation of Property 2:

Property 2 is a portion of a 16,989 SF C-2 zoned parcel at the northwest corner of Highway 20 and 24th Avenue. The parcel has a level terrain, utilitarian shape, available utilities, full offsite improvements, good visibility & access, and no undevelopable land or amenity features. The following valuation pertains to the 16,989 SF parcel, from which Property 2 is a portion.

Sale 1 involves a 50,830 SF C-2 zoned parcel located on the south side of Highway 20 in Sweet Home that sold in April 2017 for \$174,000 or \$3.42/SF. The parcel was subsequently developed with a Dollar General store. By comparison with the subject parcel, Sale 1 is similar in property rights, terrain, utilities, zoning, offsite improvements, and the lack of amenities. No adjustments are needed for financing, conditions of sale, or locational attributes. Upward adjustments are warranted for Sale 1's time of sale as well as its inferior shape and the parcel size differential. With no factors warranting downward adjustment, Sale 1 suggests that the subject's land value is greater than \$3.42/SF.



Sale 2 is a 42,689 SF C-2 zoned parcel located at the northeast corner of Highway 20 and 24th Avenue directly east of the subject property. This parcel sold in May 2018 for \$115,000 or \$2.69/SF. This parcel was subsequently developed with a Dollar Tree store. By comparison with the subject parcel, Sale 2 is similar in property rights, locational attributes, utilities, zoning, offsite improvements, and the lack of an amenity feature. No adjustments are needed for financing, conditions of sale, shape, or terrain. Upward adjustments are necessary for Sale 2's time of sale and the parcel size differential. No downward adjustments are warranted. As such, Sale 2 suggests that the subject's land value is greater than \$2.69/SF.



Sale 3 is an 11,762 SF C-2 zoned parcel located on the south side of Highway 20 west of 22nd Avenue that sold in September 2018 for \$50,000 or \$4.25/SF. By comparison with the subject parcel, Sale 3 is similar in property rights, terrain, utilities, zoning, offsites, and the lack of amenity features. No adjustments are needed for financing, conditions of sale, locational attributes, or parcel size.



VALUATION ANALYSIS (Cont.)

Upward adjustments are warranted for Sale 3's time of sale and inferior shape. With no factors warranting downward adjustments, Sale 3 suggests that the subject's land value is greater than \$4.25/SF.

Sale 4 involves a 16,117 SF C-2 zoned parcel located along the south side of Highway 20 east of 1st Avenue. This parcel sold in February 2020 for \$87,500 or \$5.43/SF. By comparison with the subject parcel, Sale 4 is similar in property rights, utilities, zoning, offsite improvements, parcel size, and the lack of amenity features. No adjustments are needed for financing, conditions of sale, time of sale, or terrain. An upward adjustment is necessary for Sale 4's inferior shape. Conversely, no downward adjustments are warranted. Overall, Sale 4 suggests that the subject's land value is slightly greater than \$5.43/SF.



Item 5 involves a 14,374 SF C-2 zoned parcel located at the southwest corner of Highway 20 and 55th Avenue. This parcel is situated in a mixed-use neighborhood and not the primary Highway 20 commercial corridor further west. This parcel has been listed since February 2018 at an asking price of \$80,000 or \$5.57/SF. By comparison with the subject parcel, Item 5 is similar in property rights, utilities, zoning, and the lack of amenity features. No adjustments are needed for conditions of sale, shape, or parcel size. A downward adjustment is warranted for Item 5's listing status. Conversely, upward adjustments are necessary for Item 5's inferior locational attributes, terrain, offsite improvements, and the cost to remove the existing foundation system. It is noted that this listing exceeds prices of other better-situated sale properties in Sweet Home. Coupled with the fact that this listing has been offered for sale at an extended marketing time with no price changes, the listing price is considered excessive and out of line with market parameters. After review, Item 5 suggests that the subject's land value is similar to slightly greater than \$5.57/SF.



The land value of the 16,989 SF property containing Property 2 is estimated after considering the market data assembled for this analysis, the adjustments identified in the preceding discussion, the characteristics of the subject parcel, and current market conditions.

The market data indicates unadjusted unit prices between \$2.69 and \$5.57/SF. After considering differences between these comparables and the subject parcel, Sales 1 through 3 suggest a land value greater than \$2.69 and \$4.25/SF, Sale 4 suggests a value slightly greater than \$5.43/SF, while Item 5 suggests a value similar to slightly greater than \$5.57/SF.

VALUATION ANALYSIS (Cont.)

Based on the preceding analysis, the parcel's attributes, and current market conditions, the land value of the 16,989 SF property containing Property 2 is estimated to be \$5.75/SF.

Property 2 is the easterly 4,152 SF of the 16,989 SF parent parcel under the Hutchins Trust & Reliable Welding Inc. ownership. Applying the \$5.75/SF land value to the 4,152 SF Property 2 results in a land value of \$23,874, rounded to **\$24,000**. This is the value of Property 2 proposed for land swap with the City's adjacent Property 1.

Valuation of Property 1:

Property 1 is 13,977 SF of industrial-zoned land within the southern portion of the City's 4.48-acre property immediately north of Property 2. This parcel will be partitioned into two new tax lots. At the client's direction, Property 1 is valued as a separate legal parcel. This parcel has a level terrain, access to 24th Avenue, a utilitarian shape, available utilities, full offsite improvements, and no undevelopable land or amenity features.

Sale 6 involves a 1.60-acre LI-zoned parcel located on the north side of Queen Avenue in Albany that sold in April 2018 for \$175,500 or \$2.52/SF. By comparison with the subject parcel, Sale 6 is similar in property rights, terrain, utilities, offsite improvements, and the lack of amenities. No adjustments are needed for financing, conditions of sale, time of sale, zoning, or shape. While an upward adjustment is warranted for Sale 6's parcel size differential, this adjustment is outweighed by a downward adjustment for Sale 6's superior locational attributes. As a result, Sale 6 suggests that the subject's land value is less than \$2.52/SF.



Sale 7 is a 1.93-acre LI-zoned parcel located along the west side of Marion Street north of 41st Avenue in Albany. This parcel sold in November 2018 for \$200,000 or \$2.38/SF. By comparison with the subject parcel, Sale 7 is similar in property rights, terrain, utilities, and the lack of an amenity feature. No adjustments are needed for financing, conditions of sale, time of sale, zoning, or shape. Upward adjustments are necessary for Sale 7's inferior offsite improvements, the presence of a transmission line easement which poses development issues, and the parcel size differential. Conversely, a downward adjustment is warranted for Sale 7's superior locational attributes. After reviewing the adjustments, the downward adjustment outweighs the upward adjustments. As such, Sale 7 suggests that the subject's land value is less than \$2.38/SF.



VALUATION ANALYSIS (Cont.)

Sale 8 is a 23,522 SF C-2 zoned parcel located on the west side of Wiley Creek Drive just south of Highway 20 in Sweet Home. This parcel sold in January 2019 for \$35,000 or \$1.48/SF. By comparison with the subject parcel, Sale 8 is similar in property rights and utilities. No adjustments are needed for financing, conditions of sale, time of sale, zoning, or parcel size. Upward adjustments are warranted for Sale 8's inferior locational attributes, shape, terrain, offsite improvements, and the cost to remove improvements in order to utilize the underlying land. Conversely, a downward adjustment is warranted for Sale 8's presence of creek frontage which can be an amenity for certain commercial uses (offices, restaurants, bars). After reviewing the adjustments, the upward adjustments outweigh the downward adjustment. As such, Sale 8 suggests that the subject's land value is greater than \$1.48/SF.



Sale 9 involves a 1.78-acre LI-zoned parcel located on the north side of 41st Avenue west of Marion Street in proximity to Sale 7. This parcel sold in November 2019 for \$145,000 or \$1.87/SF. By comparison with the subject parcel, Sale 9 is similar in property rights, terrain, utilities, and the lack of amenity features. No adjustments are needed for financing, conditions of sale, time of sale, zoning, or shape. Upward adjustments are necessary for Sale 9's inferior offsite improvements, the presence of transmission line easements that pose development issues, and the parcel size differential. Conversely, a downward adjustment is warranted for Sale 9's superior locational attributes. After reviewing the adjustments, Sale 9 suggests that the subject's land value is similar to slightly less than \$1.87/SF.



Property 1's land value is estimated after considering the market data assembled for this analysis, the adjustments identified in the preceding discussion, the characteristics of the subject parcel, and current market conditions.

The market data indicates unadjusted unit prices between \$1.48 and \$2.52/SF. After considering differences between these comparables and the subject parcel, Sale 8 suggests a land value greater than \$1.48/SF, Sale 9 suggests a value similar to slightly less than \$1.87/SF, while Sales 6 and 7 suggest a value less than \$2.38 and \$2.52/SF.

Based on the preceding analysis, the parcel's attributes, and current market conditions, the land value of the 13,977 SF Property 1 is estimated to be \$1.75/SF or \$24,460 in total, rounded to **\$24,500**.

VALUATION ANALYSIS (Cont.)

Land Value Estimates

For this assignment, the land values of Properties 1 and 2 are estimated. These two properties are proposed for a land swap. The following values for each property are estimated using the Sales Comparison Approach.

Property 1 – 13,977 SF owned by city of Sweet Home	\$24,500
Property 2 – 4,152 SF owned by Hutchins Trust and Reliable Welding Inc.	\$24,000

Please note that these values are dependent upon any extraordinary assumptions or hypothetical conditions cited earlier in this appraisal report.

QUALIFICATIONS

William E. Adams, MAI
1809 Sunburst Terrace NW
Salem, OR 97304
Office: (503) 585-6656
Mobile: (503) 510-1104
Email: 1billadams@comcast.net

ASSOCIATION

Appraisal career commenced in 1984. The appraisal offices of William E. Adams, MAI opened in Salem, Oregon in August 1999. Between May 1995 and August 1999, William E. Adams, MAI was associated with the commercial real estate appraisal firm of Herrmann & Company in Salem, Oregon. Prior to May 1995, William E. Adams, MAI was a partner with the appraisal firm of Adams, Bambas & Willmette in Stockton, California.

PROFESSIONAL AFFILIATIONS

Member of the Appraisal Institute - Designated MAI (No. 9396)
Member of the Oregon Society of Farm Managers and Rural Appraisers
State of Oregon - Certified General Appraiser No. C000495

EDUCATION

Willamette University, Salem, Oregon; Bachelor's Degree majoring in Economics and Psychology, 1983.

Appraisal Institute: All required courses for MAI designation, and continuing education requirements have been met.

EXPERIENCE

Clients include many individual property owners and corporations; various agencies of the United States of America; the State of Oregon; the State of California; several counties and cities in Oregon and central California; public utilities; banks and other lending institutions; insurance companies; attorneys and accountants; school districts; and assessment districts.

Assignments were for private purchases and sales; loan and public financing; damage loss; trades; ad valorem and inheritance taxation matters; bankruptcy proceedings; and public acquisitions through condemnation.

Aside from typical commercial, industrial and residential properties, assignments include residential subdivisions and PUDs; master planned communities; mortuaries; auto dealerships; athletic clubs; general and factory outlet retail centers; professional and medical offices; marinas; urban transition property; agricultural and rural property; proposed industrial and business parks; bond districts; school and park sites; surface mines; sanitary landfills (Class II and III); property slated for right of way acquisition; contaminated lands; environmentally sensitive lands; industrial manufacturing and warehousing facilities; forest and governmental land; and other issue or special use property.



City of Sweet Home

Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

Application for a Land Division

Date Received: _____

Date Complete: _____

File Number: P21-14 _____

Subdivision/Replat Application Fee : _____

Partition Application Fee : _____

Receipt #: _____

Subdivision/Replat Hearing Date: _____

Applicant's Name:

The City of Sweet Home

Applicant's Address:

3225 Main Street

Applicant's Phone and e-mail:

541-367-8113, blarsen@sweethomeor.gov

Subject Property Address:

1400 24th Avenue, Sweet Home, OR 97386

Subject Property Assessor's Map and Tax Lot:

13S01E29 02201

Subject Property Size:

194,678 SF (4.48 acres)

Subject Property: Zoning Classification

Industrial (M) Zone

Comprehensive Plan Classification:

Planned Recreation Commercial

Application Submittal Requirements

- ☐ 1. For a subdivision or subdivision replat, ten full size copies and one 8½" by 11" copy of a plan shall be submitted with details as per the submittal checklist.
- ☒ 2. For a partition or partition replat, three full size copies and one 8½" by 11" copy of a plan shall be submitted with details as per the submittal checklist.
- ☐ 3. The tentative plan need not be a finished drawing, but it shall show all pertinent information to scale.
- ☐ 4. Where the land to be subdivided contains only part of the tract owned or controlled by the subdivider, a sketch is required of a tentative layout for streets and utilities in the unsubdivided portion indicating connections to existing or future improvements.

Additional Submittal Requirements

The submittal checklist is a part of this application. It lists the required items that 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: _____

Date: _____

Property Owner's Signature: _____

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.

SHMC 16.16.025 APPLICATION REQUIREMENTS

The following information shall be submitted upon application for a land division.

- ☐ 1. All existing subdivisions, streets and property lines of the land immediately adjoining the proposed subdivision.
- ☐ 2. All existing streets between the subject property and the nearest existing arterial or collector streets.
- ☐ 3. The name of the owners of all land immediately adjoining the proposed subdivision.
- ☐ 4. How streets and alleys in the proposed subdivision may connect with existing or proposed streets and alleys in neighborhood.
- ☐ 5. The name, if any, of the land division. The subdivision name must not duplicate or resemble the name of another subdivision in Linn County and shall be subject to approval by the Linn County Surveyor. Pre-approval of the subdivision name by Linn County Surveyor's Office is recommended.
- ☐ 6. Date of the original submittal and of any subsequent revisions.
- ☐ 7. North arrow.
- ☐ 8. Scale of drawing.
- ☐ 9. Names and addresses of owner or owners, subdivider, surveyor, and design engineer if applicable.
- ☐ 10. The location, widths and names of all existing or platted streets or other public ways within or directly adjacent to the tract of railroad right-of-way, city boundaries, and other important features.
- ☐ 11. The location on the site and in the adjoining streets or property for the following existing and proposed items:
 - ☐ a. Sewers and water mains and private services.
 - ☐ b. Invert elevations of sewers at points of proposed connections or adjacent manholes must also be shown.
 - ☐ c. Culverts.
 - ☐ d. Ditches and drain pipes.
 - ☐ e. Electric, gas and telephone conduits.
- ☐ 12. Contour lines having the following minimum intervals:
 - ☐ a. One foot contour intervals for ground slopes less than 5%.
 - ☐ b. Two foot contour intervals for ground slopes between 5% and 10%.
 - ☐ c. Five foot contour levels for ground slopes exceeding 10%.
 - ☐ d. The elevations of all control points which are used to determine the contours.
- ☐ 13. Geo-tech reports as needed.
- ☐ 14. Location and elevation of properties within the 100-year flood plain and other areas subject to flooding or ponding and areas subject to inundation from storm water overflow with approximate high water elevation.
- ☐ 15. Location, width, direction and rate of flow at peak discharge of all water ways.
- ☐ 16. Location of any wetlands identified on the City of Sweet Home Local Wetlands Inventory, locally known, or identified by some other means.
- ☐ 17. Location of any required riparian zone identified by Sweet Home Municipal Code Chapter 17.72.
- ☐ 18. Properties in the natural resource zone, must show natural features, such as rock outcroppings, wooded areas and preservable trees over 12 inches in diameter measured at 4½ feet from the ground.
- ☐ 19. Existing uses of the property and adjacent property within 100 feet including location of all existing structures to remain on the property.
- ☐ 20. Known structures, landmarks, sites and areas of cultural, historic or archaeological significance.
 - ☐ a. The City of Sweet Home historic sites listing and the State Historic Preservation Office shall be consulted if a historic site is identified.
 - ☐ b. Sweet Home Municipal Code Title 15 rules for historic structures must be addressed.
- ☐ 21. Zoning on and adjacent to the subject property.

- ☐ 22. For all proposed streets, the following information must be shown:

- | | | |
|--|---|---|
| ☐ a. Location | ☐ e. Beauty strip | ☐ i. Fire hydrants |
| ☐ b. Right-of-way width | ☐ f. Proposed name | ☐ j. Street lights |
| ☐ c. Curb to curb width | ☐ g. Grade | ☐ k. Stop signs |
| ☐ d. Sidewalks | ☐ h. Approximate radii or curves | ☐ l. Location of post office boxes |

- ☐ 23. The tentative plan shall be drawn to a standard engineer's scale where 1 inch equals 20 feet to 100 feet.
- ☐ 24. Proposed signage.
- ☐ 25. Proposed perimeter fencing.
- ☐ 26. The relationship of all proposed streets to any existing or approved streets and proposed future streets in the transportation system plan.
- ☐ 27. Existing and proposed easements on the site, including the width and the purpose of the easements.
- ☐ 28. Existing easements on adjoining properties, including the width and purpose of the easements.
- ☐ 29. Information on the proposed lots must include the following:
- | |
|---|
| ☐ a. The location of each lot. |
| ☐ b. The dimensions and square footage of each lot |
| ☐ c. Lot, block, tract, or parcel numbers. |
- ☐ 30. Proposed uses for each lot.
- ☐ 31. Land to be deeded or dedicated for public purposes.
- ☐ 32. Statement indicating whether the property has an existing water right or permit. If so, the Certificate or permit number must be listed.
- ☐ 33. ODOT Rail approval for any proposed crossing or development within 300' of the railroad right-of-way.
- ☐ 34. The following additional information must be submitted with the tentative plan:
- | | | |
|--|---|----------------------------|
| ☐ a. Total acreage of the parcel to be subdivided. | | |
| ☐ b. The percent of land dedicated to the public, not including easements. | | |
| ☐ c. All public improvements proposed to be installed, including: | | |
| <table border="1"> <tr> <td>1) The approximate timing of installation</td> <td>2) The method of financing</td> </tr> </table> | 1) The approximate timing of installation | 2) The method of financing |
| 1) The approximate timing of installation | 2) The method of financing | |
| ☐ d. Special improvements to be made by the developer and the approximate timing of such improvements are to be complete. Sufficient detail regarding proposed improvements shall be submitted so that they may be checked for compliance with the objectives of these regulations, State laws and other applicable city ordinances | | |
- ☐ 35. Proposed services or other listed items may be on a separate map for clarity.

SHMC 16.16.040 LAND DIVISION REVIEW CRITERIA.

Approval of tentative plans will be granted if the city finds that the proposal substantially conforms to the applicable provisions of Sweet Home Municipal Code Titles 16 and 17 and the comprehensive plan. The following criteria apply:

- ☐ A. The information required by this chapter has been provided.
- ☐ B. The design and development standards of Sweet Home Municipal Code, Titles 16 and 17 and the comprehensive plan, have been met where applicable.
- ☐ C. Development of any remainder of the property under the same ownership can be accomplished in accordance with this code.
- ☐ D. Adjoining land can be developed or is provided access that will allow its development in accordance with all applicable city codes.
- ☐ E. The proposed street plan provides for the circulation of traffic and meets the street design standards of this title.

- ☐ F. The location and design allows development to be conveniently served by public utilities.
- ☐ G. Any special features of the site, including topography, floodplains, wetlands, vegetation, or historic sites, have been adequately considered, and protected if required by city, state or federal law.
- ☐ H. If the tentative plan provides for development in more than one phase, the Planning Commission must make findings and conclusions that such phasing is necessary due to the nature of the development.
- ☐ I. An application for residential development can be denied based on a lack of school capacity if: residentially zoned property.



City of Sweet Home

Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

Application for a Conditional Use Permit

Date Received: _____

Date Complete: _____

File Number: CU21-11

Application Fee \$: 615.00

Receipt #: _____

Hearing Date: _____

Applicant's Name:

The City of Sweet Home

Applicant's Address:

3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:

541-367-8113, blarsen@sweethomeor.gov

Subject Property Address:

1400 24th Avenue, Sweet Home, OR 97386

Subject Property Assessor's Map and Tax Lot:

13S01E29 02201

Subject Property Size:

194,678 SF (4.48 acres)

Subject Property: Zoning Classification

Industrial (M) Zone

Property Owner:

The City of Sweet Home

Owner's Address:

3225 Main Street, Sweet Home, OR 97386

Owner's Phone and email:

541-367-8113, blarsen@sweethomeor.gov

Subject Property: Comprehensive Plan Classification:

Planned Recreation Commercial

Nature of Applicants Request

Narrative describing the proposed use: Brief Description on this form and attach extra sheets if needed.

The parcel is to be split into two parcels requiring an access easement. A Partition application is being filed simultaneously.

The easement is permitted via a Conditional Use Permit.

Impacts on the neighborhood: Include traffic, parking, noise, odor, dust or other impacts. Brief Description on this form.

None

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:

Date:

Property Owner's Signature:

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.

SHMC 17.80.030 APPLICATION REQUIREMENTS

An application for a Conditional Use must meet the submittal requirements and the decision criteria noted below.

- ☐ 1. A site plan drawn to scale showing the dimensions and arrangement of the proposed development on the subject lot;
- ☐ 2. Narrative describing the proposed use and the impacts on the neighborhood;
- ☐ 3. For commercial activities, a proposed plan of business operation;
- ☐ 4. Off street parking and on-site circulation plans for vehicles, bicycles, and pedestrians;
- ☐ 5. The location and dimensions of entrances and exits;
- ☐ 6. A Traffic Impact Study, if required by the City Engineer and the City Planner;
- ☐ 7. Landscape plans;
- ☐ 8. A signage plan, if applicable;
- ☐ 9. Drawings of the exterior for new buildings;
- ☐ 10. Photographs of existing buildings if no changes are to be made to the exterior of the building.

SHMC17.80.040 CONDITIONAL USE CRITERIA.

The criteria that will be used in approving, approving with conditions, or denying an application, or to enlarge or alter a conditional use, will be based on findings with respect to each of the following standards and criteria.

- ☐ A. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws.
- ☐ B. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering, but not limited to, the following:
 - ☐ 1. Building size
 - ☐ 2. Parking
 - ☐ 3. Traffic
 - ☐ 4. Noise
 - ☐ 5. Vibration
 - ☐ 6. Exhaust and emissions
 - ☐ 7. Light and glare
 - ☐ 8. Erosion
 - ☐ 9. Odor
 - ☐ 10. Dust
 - ☐ 11. Visibility
 - ☐ 12. Safety
 - ☐ 13. Building, landscaping or street features
- ☐ C. 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.
- ☐ D. All required public facilities have adequate capacity, as determined by the city, to serve the proposed use.
- ☐ E. Home occupations must meet the following standards:
 - ☐ 1. The home occupation shall be secondary to the residential use.
 - ☐ 2. All aspects of the home occupation shall be contained and conducted within a completely enclosing building.
 - ☐ 3. No materials or mechanical equipment shall be used which are detrimental to residential use of the dwelling or nearby dwellings because of vibration, noise, dust, smoke, odor, interference with the electrical grid, radio or television reception or other similar factors.
 - ☐ 4. Vehicles related to the home occupation shall be parked in a manner so as to not block any driveway or impede the safe flow of traffic
- ☐ F. Marijuana facilities must be located in a fixed location. No temporary or mobile sites of any sort are allowed.
- ☐ G. Marijuana facilities may not have any drive-up services.
- ☐ H. Marijuana facilities must be located at least 1,000 feet from the property boundary of any school.
- ☐ I. Marijuana facilities must be sited on a property so as to be at least 100 feet from the boundary of any residentially zoned property.



REQUEST FOR COUNCIL ACTION

Title: Refinancing of existing City Debt for Wastewater and Water Treatment Systems

Preferred Agenda: January 12, 2021

Submitted By: Brandon Neish, Finance Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: Local Contract Review Board Rules of Procedure
Sweet Home Financial Policy
Oregon Revised Statutes §294.468

Towards Council Goal: Goal 1.2(c): Increase community awareness of infrastructure needs and appropriate planning documents
Goal 2.5: Continue to implement strong financial “best” practices

Attachments: - None -

Purpose of this RCA:

To review proposal for purchase of replacement water meters (in line with Capital Improvement Plan) and determine next steps.

Background/Context:

The City has approximately 3,500 water meters providing water service to residences, businesses and other buildings/purposes. The existing water meters are Census meters which contain many moving parts and have an expected lifespan of ten years. Additionally, the City utilizes a private company based out of the Portland-metropolitan area each month to read these meters who then submits a file for import into the Utility Billing software. This contract costs an average of \$2,000 per month.

For the past year and a half, City staff has been slowly transitioning to ultrasonic water meters which will better identify leaks across the City’s water distribution system, logs additional data for customers to enhance customer service and better records low-flow water usage that had not been picked up previously. The new meters also have an extended lifecycle reaching twenty years thereby reducing replacement costs in the long run. Finally, the Kamstrup meters have wireless transmitters that can be read via an antenna attached to a tablet making these meters easier to read by City staff (faster and more efficient) which will reduce the City’s alliance on outside vendors for monthly readings and rereads.

The new meters cost \$175 per unit and there is specific software required for interpreting the data. The City is quickly reaching the point where the software licensing must be upgraded based on number of meters used while continuing to pay for meter readings of the older

Census meters. As the City transitions to the newer meters, which will be read by City staff, we will reach a point where it is not economical for the third-party to come out to Sweet Home. This proposal reviews the options for moving forward with a faster roll out of the new meters to be more economical and reduce operating costs overall in the water fund.

Three options exist for increasing the meters purchased. First, the City could use existing expenditure authority to purchase the meters over time. During two work sessions held in July 2021, the City Council decided to use anticipated American Rescue Plan Act funds to purchase an emergency generator for the Water Treatment Plant and replace small diameter water mains. These mains are undersized and past their expected life and have numerous leaks. This allocation of funds frees up \$200,000 per year that could be repurposed to pay for new water meters. Public Works staff estimate there are 2,595 meters that need replacing with an estimated cost of \$505,500. Under this option, staff could purchase the necessary meters in the 2022 and 2023 budget years as the \$200k in funds were planned for 2023 as part of the Capital Improvement Plan (additional funds would be proposed to take care of the balance in 2023). There are additional costs associated with this option which include \$15,000 to purchase our own equipment to read the existing meters or up to \$36,000 to maintain a third-party to read the meters. Additionally, the City has been informed of a pending price increase on the meters which could result in additional costs to purchase the meters in the second fiscal year.

The second option would be to obtain a short-term loan to be repaid over two fiscal years. This loan would ensure that the meters could be purchased today without concern of pricing increases into the next calendar year and also ensures that staff does not need to either extend its meter reading contract past September 2021 or purchase our own equipment to read the remaining Census meters for 12-18 months. The minimum cost associated with this is \$37,000 in interest expense according to two quotes the City has obtained as short-term loan options.

Finally, the City could chose to purchase the meters in the current fiscal year using an interfund loan. Under ORS 294.468(1), the City can legally loan the water fund ~\$250,000 to complete the change outs. In return, the water fund can provide additional funds in the form of interest, at the direction of Council, either set at the current Local Government Investment Pool rate (currently .3%) or any rate thereby determined by the City Council (including as little as zero). A subsequent resolution would follow if the City Council chose to move forward with this option.

The Challenge/Problem:

What is the best approach for moving forward with replacing the water meters across the City that ensures the “most good, for the most people, for the longest period of time?”

Stakeholders:

- Sweet Home Citizens & Businesses – The new water meters impact utility customers in two ways. On the plus side, residents and businesses can get additional information about their water usage on demand and be notified of potential leaks faster than our current once a month solution. On the other side, the ultrasonic meters will pick up additional consumptions as they read better than the existing meters at low flows.
- Sweet Home City Council – The City Council is charged with making decisions that do the most good, for the most people, for the longest period of time. This decision has lasting impacts on utility fees and long-term implications water and wastewater systems in the City.
- Sweet Home staff – It is the responsibility of staff to ensure that residents and businesses are receiving the best services at the optimum price. Enhancing our customer service options allows for better interactions with utility customers and allows the City to tackle distribution issues sooner, limiting loss of water within the system.

Issues and Financial Impacts:

Regardless of the chosen option, funding to cover the expenditure(s) would come from existing rates and capital funds. There is no financial impact in the current fiscal year as the funds had

already been budgeted. Under either proposal, the meters would be purchased by the end of the 2023 fiscal year and any related responsibilities settled.

Elements of a Stable Solution:

Replacing the existing meters with a longer life alternative is better overall for the City and its finances. Purchasing meters now ensures the City is putting off overall replacements for 15-20 years (other than devices that fail unexpectedly) which would reduce the pressure on existing water rates.

Options:

1. Do Nothing – The City will continue to follow its adopted budget and Capital Improvement Plan and utilize existing resources for the procurement of meters.
2. Move to direct staff to review financing options with a third-party – The terms of financing a short-term loan appear to be between 4-5% which would add anywhere from \$37k to \$60k in additional costs to complete the project.
3. Move to direct staff to purchase needed meters to complete the change-out project and bring an interfund loan forth at the next meeting – The City could complete this project internally, using funds provided from either the General Fund, Wastewater fund or other funding source to be repaid at the beginning of the 2023 fiscal year (July 2022). Any additional costs for interest would be determined by the Council in the interfund loan resolution to be presented during the August 24th City Council meeting.

Recommendation:

Staff recommends option 3, direct staff to purchase needed meters to complete the change-out project and bring an interfund loan forth at the next meeting. Due to the short-term nature of the funding need, interest rates are higher from an outside source to make the deal more palatable. The City could reduce expenditure costs by floating an interfund loan for 12 months even with some sort of interest added on for the repayment.



Finance Department

MEMORANDUM

To: Sweet Home City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

RE: Financial End of Year Update for Fiscal Year 2021

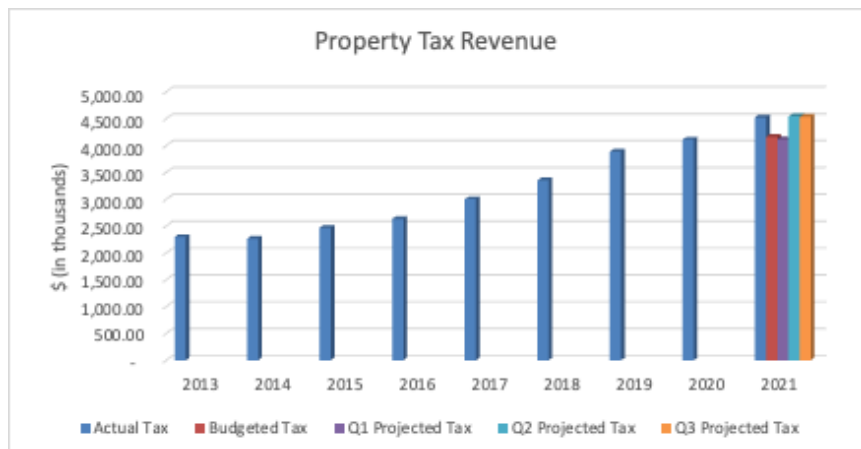
The 2021 fiscal year ended June 30, 2021. 2020 was a “year like no other” and certainly the City’s finances were no different. While the fiscal year has ended, invoices are still being paid that are attributed to the former year so these figures are not final until the audit is completed closer to November or December. However, the figures presented here are close and should not change materially.

Property Taxes

2021 has yielded a wild ride for property tax receipts and the City finished 8.6% or \$358k above budget.

As a reminder, the City had planned for the following with regards to tax receipts:

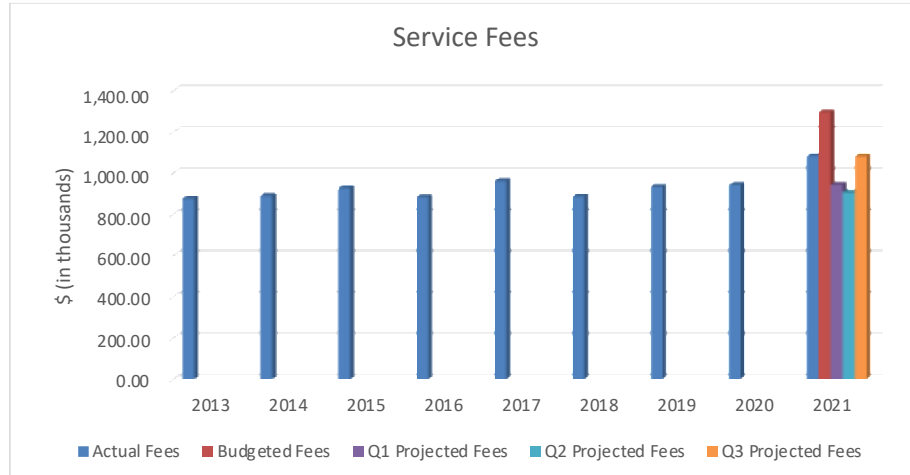
- Compression levels would drop from 19% to 18%
- Assessed values would increase 3% as allowed by Measure 50
- An 8% reduction from total billings to account for early pay discounts and delinquencies



An analysis of property tax bills for the 2021 fiscal year highlights a higher than anticipated drop in compression rates (compression now sitting at approximately 15%). The remainder of the increase from budgeted estimates indicates fewer delinquent accounts than originally projected when the pandemic began.

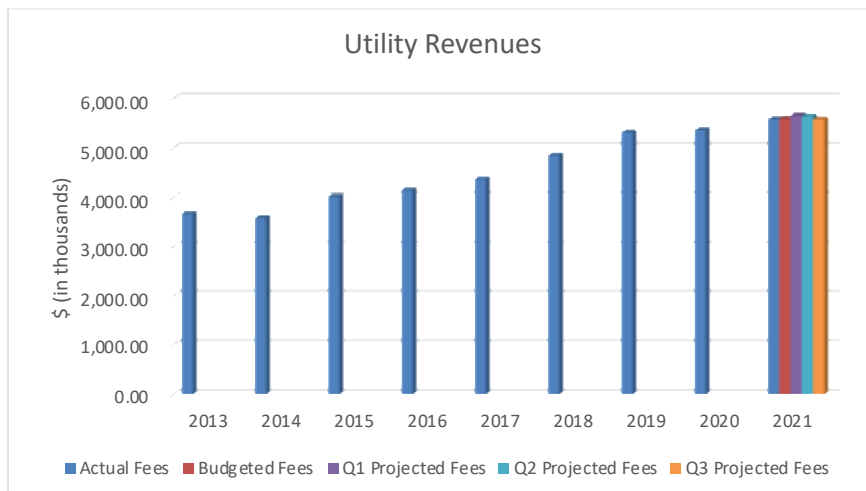
Service Charges

Through December 2020, service fee revenues had been trending lower than the prior year due to impacts due to the Coronavirus pandemic. While down 16.4% from the adopted budget, service fees had rebounded in the third quarter after projections showed fee revenue falling fast in the first and second quarters. Service charges were up largely driven by significant increases in planning fee revenue and system development charges (SDC) received by the City. Each of these categories saw



gains of 103% and 81% respectively as building and housing continues to dominate in today's economy. 2022 should be going to normalize as builders also rushed to pay SDCs prior to a planned increase in the City's fees that was effective May 2021. Planning receipts are now \$15,000 higher than 2020 and SDC revenue was \$47,500 higher.

Utility Revenues



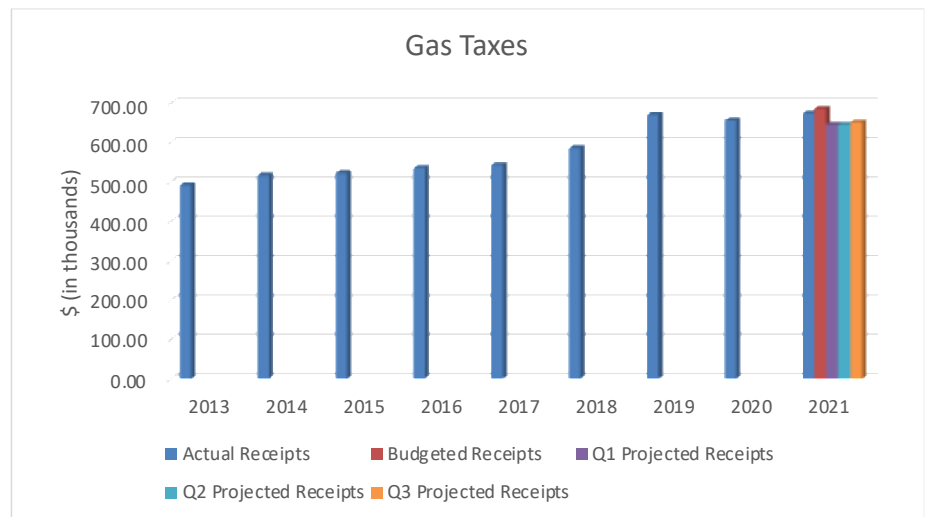
Utility revenues were down .2% over the prior year. Budgeted at \$5.6 million, utility revenues reached \$5.58 million by fiscal year end, a 0.9% increase from the Q3 report. Previous reports indicated that long-term economic struggles may force consumers to reduce consumptions or consider paying for other needs over utility fees. The latter did not occur as the City's delinquent accounts are lower than ever before, but consumptions decreased slightly.

Gas Taxes

Gas tax revenue is paid by motorists who utilize DMV services, filling up fuel tanks resulting in fuel tax receipts and those who are required to pay tolls, ODOT permit fees, trucking fees and more. The revenue is collected by the Oregon Department of Transportation (ODOT) and distributed to cities and counties across Oregon. In 2017, the Oregon Legislature passed an additional payroll tax, 1/10th of 1%, which employees pay as part of their monthly payroll. These taxes originally increased the allocation that Sweet Home was expecting to receive in gas tax revenues. However, when COVID struck, ODOT projections were swiftly revised, and the City ultimately saw a reduction in receipts for the end of fiscal year 2020 as well as revised projections for 2021. These projections were included in the adopted budget, which was set at

\$686,742, a 4.5% increase over the 2020 actual revenue. As of the end of the first quarter, state receipts were down 13.2% and an October revenue report from ODOT conveyed an expected reduction of \$40,925 from the original estimates resulting in a forecast of \$645,817 for streets. The City received \$674,874, an increase of 4.5% from previous estimates but still 1.7% below the 2021 adopted budget. The impacts on this reduction, while initially concerning, were

mitigated by a freeze on expenditures during the first nearly six months of the fiscal year and a delay in anticipated street construction projects. Overall, the streets fund closed out the year “healthy” (\$400k plus in reserve) which allows for additional capital funding in future fiscal years.

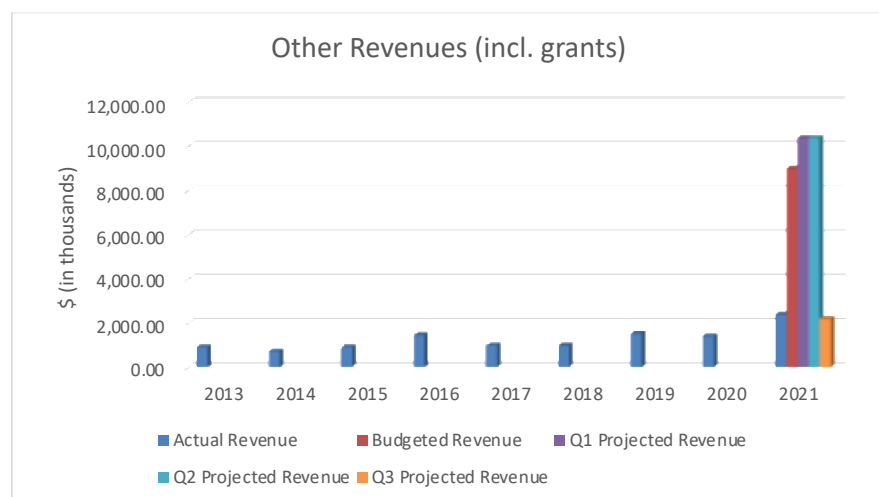


Other Revenues

Included in “other revenues” are building permits, interest, grants and other miscellaneous revenues.

Other revenue finished 67.3% over the prior fiscal year primarily due to grant receipts as both the Library and Community & Economic Development have leveraged grant funds to complete projects across the City. The City has also received funds for the Wastewater Treatment Plant engineering work and

CARES funding (COVID) from the State. Additionally, significant progress at Sankey Park using a grant from the Oregon Parks and Recreation Department has resulted in new playground equipment, paths and lighting moving closer to realizing the full potential of Sankey as the City’s flagship park. With a revised timeline for the construction of the Wastewater Treatment Plant, other revenues were significantly less than the 2021 adopted budget and the City did not receive \$7 million in grants from the



State of Oregon. Moving into 2022, the State has reallocated the \$7 million for the Treatment Plant which will greatly reduce the need for debt to furnish the overall project.

Personnel

Personnel expenditures generally make up nearly 50% of the City's overall expenditures annually. For fiscal year 2021, personnel expenditures were budgeted at \$5.6 million with actual expenditures reaching \$5.4 million (a 30.2% savings from the prior fiscal year). The savings comes from personnel decisions made during the onset of the pandemic such as leaving open positions vacant and salary freezes instituted for management and AFSCME employees until January 2021.

Materials & Service

At the height of the coronavirus pandemic, City Manager Ray Towry issued a non-essential spending freeze until the financial impacts of COVID could be better determined. This contributed to a carryover of \$2.6 million above the 2020 budget which resides in fund balances across the various funding resources adding to long-term fund stability as we navigate the effects of the pandemic. For 2021, the spending freeze resulted in spending that was 14.5% less through Q2 than the same period in the prior year. The materials and services budget for 2021 was adopted at \$5,198,202 and the City spent \$5,190,905. This is a 0.1% reduction in total spending and net savings of \$7k.



REQUEST FOR COUNCIL ACTION

Title: Zone Map Amendment Application ZMA21-02

Preferred Agenda: July 27, 2021 Public Hearing
July 27, 2021 1st Reading
August 10, 2021 2nd Reading

Submitted By: Angela Clegg, Associate Planner

Reviewed By: B. Larsen, CEDD Director
R. Towry, City Manager

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

Relevant Code/Policy: SHMC 2.04.030 Powers of the City Council

Towards Council Goal: Vision Statement, Aspiration I: Desirable Community, Mission Statement

Attachments: Planning Commission Order of Approval
Ordinance No. 6 for 2021
Original Application

Purpose of this RCA:

The Sweet Home Planning Commission held a public hearing on July 15, 2021. At the hearing the Planning Commission reviewed application ZMA21-02 where they received testimony and recommended that the application move on to the City Council for approval.

On July 27, 2021 the City Council held a Public Hearing and completed the 1st Reading of Zone Map Amendment Application ZMA21-02. On August 10, 2021 the City Council will complete the 2nd reading of Zone Map Amendment Application ZMA21-02.

Background/Context:

The applicant is proposing to change the Zoning Map in an area consisting of approximately 29,335 square feet (.67 acres) located 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386 (13S01E32DB Tax Lots 3701, 400 and 1100). The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) and Industrial (M) Zones to Light Industrial Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

The Sweet Home Planning Commission held a public hearing on July 27, 2021. At the hearing the Planning Commission reviewed application ZMA21-02. The Planning Commission received testimony and deliberated on this matter at their July 27, 2021 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.

Application ZMA21-02 is being filed simultaneously with Applications PLA21-13, PLA21-14, and PLA21-15. Applications PLA21-13, PLA21-14 and PLA21-15 were approved with conditions by the Community and Economic Development Director on July 6, 2021.

The Challenge/Problem:

Should the zoning map be changed to allow industrial activity on the property in question, rather than the current Commercial Highway (C-2) and Industrial (M) designation?

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan? The Comprehensive Plan States that the Planning Commission will recommend, and the City Council shall determine the location of boundaries by examining the goals and policies contained within the Plan. [Chapter 2, Page 12 of the Comprehensive Plan].

Stakeholders:

- The Owner/Developer would be able to develop the property as they have proposed.
- The residents and businesses in the surrounding area would benefit from the future site improvement of the property.
- The City of Sweet Home would benefit from the future site improvement of the property that could come from the changed zoning

Issues and Financial Impacts:

There are no issues or financial impacts currently identified.

Elements of a Stable Solution:

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public's goals and aspirations for Sweet Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

Comprehensive Plan Map Policy 1: The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Chapter 2, Page 12 of the Comprehensive Plan].

SHMC 17.12.025 Review Criteria for Map Amendments. 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;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

Options:

1. Deny Application Staff would prepare an Order of Denial for Application ZMA21-02.
2. Approve Application ZMA21-02 as presented and conduct the third and final reading of Ordinance No. 6 for 2021.
3. Recommend different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

Recommendation: Staff Recommends Option 2: Approve Application ZMA21-02 as presented and conduct the third and final reading of Ordinance No. 6 for 2021.

ORDINANCE BILL NO. 6 FOR 2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Sweet Home Sanitation Service, Inc., submitted Zone Change Application ZMA21-02 and requested a zone map change for an area consisting of approximately 29,335 square feet (.67 acres) located 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386 (13S01E32DB Tax Lots 3701, 400 and 1100). The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) and Industrial (M) Zones to Light Industrial Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The subject property is identified on the Linn County Assessor's Map as 13S01E32DB Tax Lots 3701, 400, 1100; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on July 15, 2021 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 July 15, 2021 meeting, and recommended that the City Council approve this application: and

WHEREAS, the City Council held a public hearing on this matter on July 27, 2021, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their July 27, 2021 meeting; and

WHEREAS, the proposed Light Industrial zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA21-02 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 the an area consisting of approximately .67 acres located at 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386.; and identified on the Linn County Assessor's Map as 13S01E28DC Tax Lots 3701, 400, and 1100. The Official Zoning Map shall be amended from the Commercial Highway (C-2) and Industrial (M) Zones to the Light Industrial Zone for the subject property as shown on Exhibit B.

Passed by the Council and approved by the Mayor this _____ day of _____ 2021.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

Exhibit A

Findings of Fact in Support of Zone Change Application ZMA21-02

Exhibit A to Order of Approval for ZMA21-02

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

- A. 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: [SHMC 17.12.010]**
- 1. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**
- a. 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. [Sweet Home Comprehensive Plan, Chapter 2 Text]**
- b. The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]**
- c. Zoning Codes. The Zoning Codes regulate the use of land on a comprehensive basis. More specifically, the Zoning Codes divide the community into residential, commercial, industrial, and other use zones based on the Comprehensive Plan. Each zone has standards and regulations that determine the allowed uses on that land and the standards to which structures must conform, such as building height, yard setbacks, and lot size. The Codes consists of text, found in Title 17 of the Sweet Home Municipal Codes, and an official Zoning Map.**
- The Zoning Codes fulfill two major roles. First, zoning promotes the public health, safety, and welfare of Sweet Home. Secondly, the Zoning Codes implement the Comprehensive Plan. Oregon Revised Statute 197.175 states that cities will:**
- Prepare, adopt, amend, and revise comprehensive plans in compliance with Statewide Planning Goals; and**
 - Enact land use regulations to implement their comprehensive plan.**

In a broad sense, zoning encourages the orderly development of the community and implements the Comprehensive Plan. Zoning can only partially relate to the long-term aspects of the plan because as a regulatory tool, it must relate to the current conditions within the City of Sweet Home.

The Comprehensive Plan provides a general and long-range policy for the City while the Zoning Codes serve as a legal ordinance with binding provisions on

land development. The various zones have specific boundaries and when drafting the Zoning Ordinance, the City considers how each land parcel will be affected.

Zoning Code provisions and the Zoning Map can be amended. Amendments shall be consistent with the Comprehensive Plan. If proposed amendments to the Zoning Codes do not comply with the Comprehensive Plan, the Comprehensive Plan must also be amended so that the two documents correspond. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Chapter 8: Plan Management]

- d. **Updating the plan: Making the Comprehensive Plan a basic part of the community's planning process an ongoing active function of City government will keep the Plan as a viable and useable policy document. The Comprehensive Plan needs to be updated occasionally for the following reasons:** [Sweet Home Comprehensive Plan, Chapter 8: Plan Management]
 - i. **To accurately reflect changes in the community.**
 - ii. **To ensure integration with other policies, Zoning Codes, and Subdivision Codes.**
- e. **Changes to the Plan Shall be made by ordinance after public hearings.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 2]
- f. **Changes in the Plan shall be incorporated directly into the document at the appropriate place. A list of all amendments with date of passage should be a part of the document.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 3]
- g. **Property Owners, their authorized agents, or the City Council may initiate a Comprehensive Plan amendment. In order to obtain a Comprehensive Plan amendment, the applicants have the burden of proof that all of the following conditions exist.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 5]
 - i. **There is a need for the proposed change;**
 - ii. **The identified need can best be served by granting the change requested;**
 - iii. **The proposed change complies with the Statewide Planning Goals; and,**
 - iv. **The proposed change complies with all other elements of the City's Comprehensive Plan.**
- h. **Highway Commercial: To provide suitable and desirable commercial areas along the highway intended to meet the business needs of the community.** [Sweet Home Comprehensive Plan Land Designations for Economic Development, Table 11]
- i. **High Density Residential: To provide areas suitable and desirable for higher density residential development, and particularly for apartments, manufactured home parks, other residential uses, and appropriate community facilities.** [Sweet Home Comprehensive Plan Map Residential Land Designations, Table 7]

Staff Findings: The applicant is proposing to change the Zoning Map of an approximately 29,335 square feet (.67 acres) located 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386 (13S01E32DB Tax Lots 3701, 400 and 1100). The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone and Industrial (M) Zone to Light Industrial Zone.

Based on the Linn County 2018 aerial photograph, the area is surrounded by Highway Commercial and Industrial lots. There is no development planned with the Zone Map Amendment application.

Based on the findings above the proposed zoning plan designation would be consistent with the Sweet Home Comprehensive Plan.

The application complies with this criterion.

- 2. 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: Staff finds that the proposed zoning map amendment would be orderly and timely, be consistent with the pattern of development in the area, and based on the 2018 Linn County aerial photograph, staff finds that the subject property is surrounded by Highway Commercial and Industrial lots.

The application complies with this criterion.

- 3. 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: Water and sanitary sewer services are available in 18th Avenue and 19th Avenue. The subject property has frontage along 18th Avenue and 19th Avenue. The applicant has not proposed development with this Zone Map Amendment application

The application complies with this criterion.

- 4. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals. [SHMC 17.12.025(D)]**

Staff Findings: The applicant is not proposing an amendment to the comprehensive plan map.

- 5. OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
 - a. Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
 - b. Change standards implementing a functional classification system; or**
 - c. Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment**

may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

- i. **Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
- ii. **Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
- iii. **Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan. [OAR 660-012-0060(1)]**

Staff Findings: The subject property has existing frontage along Highway 20. The applicant has proposed a change in zoning from the Commercial Highway (C-2) Zone and Industrial (M) Zone to Light Industrial Zone. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan.

The application complies with this criterion.



1 inch = 108 feet

ZMA21-02
Subject Property Map

Date: 6/11/21



City of Sweet Home
Community and Economic Development Department- Planning Program
3225 Main Street, Sweet Home, OR 97386 541-367-8113

OFFICIAL NOTICE OF A PLANNING COMMISSION RECOMMENDATION ON A LAND USE APPLICATION

PLANNING COMMISSION ORDER OF APPROVAL

REQUEST: The applicant is proposing to change the Zoning Map in an area consisting of approximately 29,335 square feet (.67 acres) located 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386 (13S01E32DB Tax Lots 3701, 400 and 1100). The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone and Industrial (M) Zone to Light Industrial Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Application ZMA21-02 is being filed simultaneously with Applications PLA21-13, PLA21-14, and PLA21-15. Applications PLA21-13, PLA21-14 and PLA21-15 are pending the approval of Application ZMA21-01.

APPLICANT: Sweet Home Sanitation Service, Inc.

PROPERTY OWNER: Sweet Home Sanitation Service, Inc.

FILE NUMBER: ZMA21-02

PROPERTY LOCATION: 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E32DB Tax Lot 3701, 400 and 1100

**REVIEW AND
DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.12, 17.36, 17.44, OAR 660-012-0060

STAFF CONTACT: Angela Clegg, Associate Planner
Phone: (541) 367-8113; Email: aclegg@sweethomeor.gov

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on July 15, 2021. At the hearing the Planning Commission reviewed application ZMA21-02. The Planning Commission received testimony and deliberated on this matter at their July 15, 2021 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the July 15, 2021 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the July 15, 2021 public hearing. The Planning Commission

adopted the Findings of Fact listed in Section III of the Staff Report. The applicant is requesting to change the zoning to Light Industrial bringing it into conformity with the property's existing Comprehensive Plan Map designation. Section III of the Staff Report is included as Exhibit A to this Order

- III. **DECISION: Approved** the motion to recommend the application to City Council on July 15, 2021. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA21-02 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA21-02 and recommends approval by the City Council.

PLANNING COMMISSION DECISION: July 15, 2021

APPEAL DEADLINE: August 2, 2021 at 5:00 PM

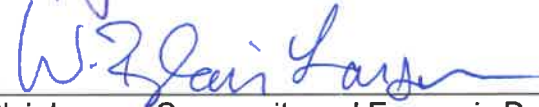
CITY COUNCIL MEETING: July 27, 2021, 2021 at 6:30 PM



Jeffery Parker, Planning Commission Chair

7/19/21

Date



Blair Larsen, Community and Economic Development Director

7/19/2021

Date

APPEAL: **This decision can be appealed.** The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (12 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386.

The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113. Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the Staff Report and all documentation included in the record for the file are available for inspection at no cost and a copy will be provided at reasonable cost at the City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386; (541) 367-8113.

Exhibit A to Order of Approval for ZMA21-02

II. REVIEW AND DESIGN CRITERIA

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

A. 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: [SHMC 17.12.010]

- 1. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**
 - a. 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. [Sweet Home Comprehensive Plan, Chapter 2 Text]**
 - b. The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]**
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In a broad sense, zoning encourages the orderly development of the community and implements the Comprehensive Plan. Zoning can only partially relate to the long-term aspects of the plan because as a regulatory tool, it must relate to the current conditions within the City of Sweet Home.

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Zoning Code provisions and the Zoning Map can be amended. Amendments shall be consistent with the Comprehensive Plan. If proposed amendments to the Zoning Codes do not comply with the Comprehensive Plan, the Comprehensive Plan must also be amended so that the two documents correspond. [Sweet Home

Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Chapter 8: Plan Management]

- d. **Updating the plan: Making the Comprehensive Plan a basic part of the community's planning process an ongoing active function of City government will keep the Plan as a viable and useable policy document. The Comprehensive Plan needs to be updated occasionally for the following reasons:** [Sweet Home Comprehensive Plan, Chapter 8: Plan Management]
 - i. **To accurately reflect changes in the community.**
 - ii. **To ensure integration with other policies, Zoning Codes, and Subdivision Codes.**
- e. **Changes to the Plan Shall be made by ordinance after public hearings.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 2]
- f. **Changes in the Plan shall be incorporated directly into the document at the appropriate place. A list of all amendments with date of passage should be a part of the document.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 3]
- g. **Property Owners, their authorized agents, or the City Council may initiate a Comprehensive Plan amendment. In order to obtain a Comprehensive Plan amendment, the applicants have the burden of proof that all of the following conditions exist.** [Sweet Home Comprehensive Plan, Chapter 2, Plan Amendment Policies, Policy 5]
 - i. **There is a need for the proposed change;**
 - ii. **The identified need can best be served by granting the change requested;**
 - iii. **The proposed change complies with the Statewide Planning Goals; and,**
 - iv. **The proposed change complies with all other elements of the City's Comprehensive Plan.**
- h. **Highway Commercial: To provide suitable and desirable commercial areas along the highway intended to meet the business needs of the community.** [Sweet Home Comprehensive Plan Land Designations for Economic Development, Table 11]
- i. **High Density Residential: To provide areas suitable and desirable for higher density residential development, and particularly for apartments, manufactured home parks, other residential uses, and appropriate community facilities.** [Sweet Home Comprehensive Plan Map Residential Land Designations, Table 7]

Staff Findings: The applicant is proposing to change the Zoning Map of an approximately 29,335 square feet (.67 acres) located 1411 18th Avenue and 1355 19th Avenue, Sweet Home, OR 97386 (13S01E32DB Tax Lots 3701, 400 and 1100). The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone and Industrial (M) Zone to Light Industrial Zone.

Based on the Linn County 2018 aerial photograph, the area is surrounded by Highway Commercial and Industrial lots. There is no development planned with the Zone Map Amendment application.

Based on the findings above the proposed zoning plan designation would be consistent with the Sweet Home Comprehensive Plan.

The application complies with this criterion.

- 2. 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: Staff finds that the proposed zoning map amendment would be orderly and timely, be consistent with the pattern of development in the area, and based on the 2018 Linn County aerial photograph, staff finds that the subject property is surrounded by Highway Commercial and Industrial lots.

The application complies with this criterion.

- 3. 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: Water and sanitary sewer services are available in 18th Avenue and 19th Avenue. The subject property has frontage along 18th Avenue and 19th Avenue. The applicant has not proposed development with this Zone Map Amendment application

The application complies with this criterion.

- 4. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals. [SHMC 17.12.025(D)]**

Staff Findings: The applicant is not proposing an amendment to the comprehensive plan map.

- 5. OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
 - a. Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
 - b. Change standards implementing a functional classification system; or**
 - c. Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
 - i. Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
 - ii. Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
 - iii. Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan. [OAR 660-012-0060(1)]**

Staff Findings: The subject property has existing frontage along Highway 20. The applicant has proposed a change in zoning from the Commercial Highway (C-2) Zone and Industrial (M) Zone to Light Industrial Zone. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan. The application complies with this criterion.



STRENGTH IN UNITY

FOR IMMEDIATE RELEASE:
July 22, 2021

CONTACT: Debi Higgins, Administrative Assistant
(503) 588-6550 | dhiggins@orcities.org

Sweet Home Student Wins First Place in Statewide Mayors Contest

SALEM, Ore. – **Madalyn Coleman, a Sweet Home 5th grade student from Enlighthium Academy Home School**, won the first-place prize for her poster in the Oregon Mayors Association's (OMA) "If I Were Mayor..." civic awareness contest.

Each year, students statewide compete in three age groups using different media, describing what it would mean if they were the mayor of their city. Posters are designed by 4th and 5th grade students, 6th through 8th grade students write essays, and 9th through 12th grade students produce a short video or other digital media presentation.

The competition begins with a local contest conducted by mayors. The local first-place winners are entered in the state-level competition in the spring, which is judged by members of the OMA Judging Committee. Fifteen cities participated in this year's contest at the local level, with 26 entries being forwarded to the state-level competition.

As a first-place winner, Madalyn will receive a check for \$500.00. Other first-place prize winners in the state competition were:

- **Essay – Harrison Swift, 7th grader from Redmond Proficiency Academy in Redmond; and**
- **Video/Digital Media – Chaela Baker, 12th grader, also from Redmond Proficiency Academy.**

Second-place winners in this year's statewide contest, each receiving a check for \$300.00, were:

- **Poster – Kaide Price, 4th grader, from Imlay Elementary School in Hillsboro;**
- **Essay – Hallie Jones, 6th grader from Rosemont Ridge Middle School in West Linn; and**
- **Video/Digital Media – Kourtney Owens, 12th grader from Cottage Grove High School.**

Third-place prize winners in the statewide contest, each receiving a check for \$100.00 were:

- **Poster – Averí Gustafson, 5th grader from Tom McCall Elementary in Forest Grove;**
- **Essay – Lilyana Oien, 6th grader from Happy Valley Middle School in Happy Valley; and**
- **Video/Digital Media – Cecily Cooper, 10th grader from Crook County High School, Prineville.**

This year's first, second, and third-place prizes were provided through a generous donation from **PacificCorp**.

Entries may be viewed on the OMA web page at www.oregonmayors.org/special-programs/page/student-contest.

About the Oregon Mayors Association

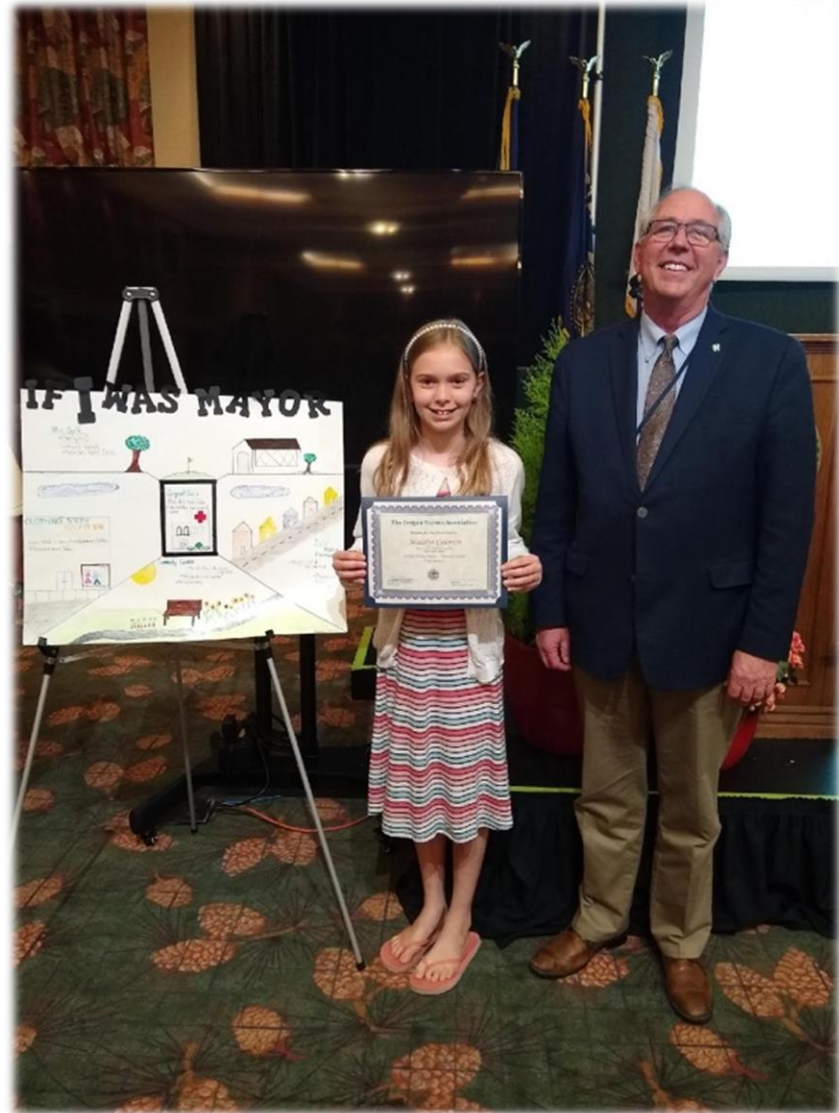
Founded in 1972, the Oregon Mayors Association (OMA) is a voluntary association of persons who hold the office of mayor. OMA is recognized as an affiliate organization in cooperation with the League of Oregon Cities. Over two-thirds of Oregon's mayors are active members of OMA.

###



Above: Madalyn with her family; her mother Sweet Home City Councilor Susan Coleman, her father Pastor Matt Coleman, her older sister Anna and Anna's fiancé James Roswell.

Right: Madalyn Coleman receiving her award from Oregon Mayors Association. Presented by former OMA President & Hillsboro Mayor Steve Calloway.



MEMORANDUM



TO: City Council
Ray Towry, City Manager
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: August 10, 2021

SUBJECT: Community and Economic Development Department Report for July 2021

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from July 1st, to July 31st, 2021.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	July, 2021	June, 2021	2021 YTD	2020 Total	2016-2020 Annual Average
Residential 1 and 2 Family Dwellings	2	1	13	22	31.2
Residential Demolition	1	0	7	7	7
Residential Manufactured Dwellings	2	0	11	7	12.6
Residential Mechanical Permits	16	11	64	93	101.6
Residential Plumbing	1	2	21	27	26.2
Residential Site Development	0	0	0	0	1.2
Residential Structural	7	2	36	55	44.6
Commercial Alarm or Suppression Systems	0	0	6	2	1.4
Commercial Demolition	0	1	3	4	3
Commercial Mechanical	1	3	10	17	14.8
Commercial Plumbing	0	0	1	9	11.6
Commercial Site Development	0	0	1	2	2.6
Commercial Structural	2	0	17	29	40.0
Total Permits	32	20	190	274	297.8
Value Estimate of All Permits	\$1,409,732.70	\$336,301.47	\$6,335,087.76	\$15,074,659.04	\$15,649,218.08
Fees Collected	\$18,172.26	\$5,769.34	\$96,934.10	\$212,454.67	\$216,365.51

- Our new Building Permit Technician, Adam Leisinger started work on July 7th, and is quickly getting up to speed. We expect to have a bumpy couple of months, but we are confident that he will rise to the challenge. If you happen to be in City Hall during business hours, please stop by and introduce yourself.

2. PLANNING

- Summary of Planning Division Applications Approved:

Application Type	July, 2021	June, 2021	2021 YTD	2020 Total	2016-2020 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	0	1	1	1	0.6
Conditional Use	3	1	10	5	6.6
Partition	1	3	13	8	5.6
Planned Development/Subdivision	1	0	2	0	0.6
Property Line Adjustments	3	2	13	15	8.8
Vacation	0	0	0	0	0
Variance	0	0	1	1	6.4
Zoning Map Amendment	0	0	2	4	1.4

- 0 land use applications were submitted in July.
- 7 Land Use Applications are pending final approval.
- 2 Fence Permits were issued in July.
- The overhaul of development code portions of the Sweet Home Municipal Code (SHMC) is progressing as planned. The Planning Commission is now meeting twice every month until they have completed their review of the new draft. It is expected that Planning Commission review will not be complete until the fall, at the earliest. Once the Planning Commission has completed their review, they will make a recommendation to the City Council, after which the Council will have an opportunity to review the document and consider changes.
- The City has received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. We continue to meet with ODOT to work out an Intergovernmental Agreement, draft the Scope of Work, and hire a consultant.
- The next Planning Commission meetings are scheduled for August 5 and 19, 2021.

3. ECONOMIC DEVELOPMENT

- Dougherty Landscape Architects (DLA) continue to work on the Downtown Streetscape and Parking Plan. After the most recent meeting on June 15th, DLA is using the feedback from that meeting to make further adjustments to their designs. We applied for and received a CARES Act (COVID response) grant from Linn County for this project in the amount of \$10,000.
- Staff is winding down our COVID-19 support activities, however we still have plenty of Personal Protective Equipment (PPE) from the State available for distribution to businesses at no charge. We will continue to distribute those materials to all who are interested.
- Work on a property partition and right-of-way width change for 24th Ave is finally coming to an end. Staff will present a Request for Council Action at the August 10th meeting. The adjacent

property owners and City Staff have reached a tentative agreement and are now seeking Council approval. More information is included with the RCA.

- The application to ODOT for a Rail Crossing at 24th Avenue has now reached the public comment phase. We expect the final Crossing Order by the end of Summer.
- We continue to try to work with Linn County to develop a plan for the old Weyerhaeuser mill site. The remaining cleanup looks positive, and it is possible that it could be completed soon, however, some pollutants will be left in place, and would require a management plan that ensures that the ponds and the associated sediment are not disturbed. Staff has stayed in contact with DEQ regarding the cleanup efforts. Staff has recently met with a developer interested in the County's property, and a public-private-partnership to develop the City's property. The EPA lien on the property is now gone, and three portions of the property have received a "No Further Action" designation from DEQ. Both of these developments are major signs of progress toward getting the property redeveloped. Recently, Linn County put out a Request for Proposals from interested developers. The request indicated that a decision to sell to a private party would be made sometime in July, however that appears to be delayed, and is expected any day now.

4. CODE ENFORCEMENT

- Summary of Actions.

Case Status	July, 2021	June, 2021	2021 YTD	2020 Total	2018-2020 Annual Average
New Complaints	12	12	54	76	N/A
New Officer-Detected Violations	5	4	61	N/A	N/A
Violations Resolved	17	18	112	195	326.33
Complaints Noted with No Violation Found	1	2	7	17	25
Open Cases at End of Period	24	25	24	28	N/A
Citations	0	0	3	5	1.67
Abatements	0	0	0	0	0
Enforcement Type	July, 2021	June, 2021	2021 YTD	2020 Total	2018-2020 Annual Average
Animal	5	4	24	49	50.33
Blight	0	0	2	1	1
Illegal Burn	0	0	0	0	2
Illegal Dumping	0	0	0	0	0.67
Illegal Parking	0	1	8	24	9.33
Illegal Sign	0	0	1	6	3.33
Junk/Abandoned Vehicle	0	1	3	8	10.67
Minimum Housing	0	0	0	4	4.33
Occupying an RV	7	5	14	50	47.33
Open Storage	3	3	21	84	79.33
Other	1	2	6	7	24
Public Nuisance	1	2	11	103	59
Public Right-of-way	0	0	2	13	16.33
Tall Grass & Weeds	16	18	62	161	142
Vacant Lot	0	0	0	0	0.33

The City's Code Enforcement Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations.

5. PARKS

- The Park and Tree Committee will meet next on August 18, 2021.
- Movies in the Park are back in Sankey Park this Summer. The first two movies were held on June 18th ("Scoob") and July 16th ("The Croods: A New Age"), and were well attended. The third and final movie of the summer will be on August 13th ("Trolls World Tour").
- Staff are currently planning this year's Harvest Festival.

- Construction of Sankey Park Improvements is continuing. Construction on the play structures and concrete has been completed, as well as much of the lighting installation. Work on the asphalt paths, remaining electrical and irrigation lines is ongoing.
- Design work is underway for a new park adjacent to City Hall. The park will include a donated playground structure and dog park.

6. OTHER PROJECTS

- The Council has authorized ownership of the sculpture in the ODOT right-of-way near the East Linn Museum, and we have received a proposed Intergovernmental Agreement from ODOT. However, Citizens have come forward seeking to add a roofed structure over the artwork to protect it from the weather. Staff is working with ODOT to modify the IGA in order to allow the construction of a roofed structure. Staff inquired to learn if City acquisition of the property was a possibility. Initially, ODOT informed us that such action was not a possibility. However, after additional follow-up, ODOT is indicating that a right-of-way vacation is possible, which would add some of the property to the East Linn Museum property. ODOT has begun work on this transfer of property, and Staff is coordinating with them and the East Linn Museum to complete the transaction. In the interim, City Staff have applied a clear “log oil” treatment to preserve the surface of the logger statue.
- Willow Street Neighborhood LID: Now that the ordinance has been adopted, Staff is working with several parties to find the best financing option for the project.
- The ODOT Foster Lake Sidewalk Project: Budgetary constraints have required that the project be limited to one side (the north) of US 20. The new scope also removes the section underneath the railroad bridge and calls for a soft-surface path in that location to be constructed by the City. Construction has been delayed until 2022, but engineering work is continuing throughout 2021.
- The CEDD systems analysis is ongoing. This project will “map” out all department processes so that efficiencies can be identified, delays can be removed, and operations can be made easier for both customers and staff. These process maps will be documented for staff continuity and to share with other departments. Staff turnover has caused some delays, but will provide new opportunities for improvement in this project.
- Staff has begun meeting again with ODOT regarding a possible pedestrian crossing at 22nd Avenue and Main Street. State Funding has been identified, and we have a tentative agreement with ODOT on what improvements will be constructed and where. This will come at little to no cost to the City. As things develop, we will keep you informed.
- CEDD Staff are assisting in the update of the City’s Natural Hazards Mitigation Plan by providing maps and information.

MEMORANDUM



TO: Ray Towry, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: August 10, 2021
 SUBJECT: Public Works Activities Report – July 2021

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

Work Type	July, 2021	June, 2021	2021 YTD	2020	2 Yr Avg
Bathrooms/Garbage	0*	0*	107	597	670
Catch Basin Inspection/cleaning	0*	0*	1	48	40
Leaf Collection	0	0	1	138.5	181
Hydrant Flushing	0	35	106	280	292
Locates	38	46	262	520	484
Meter Re-Read	124	86	479	830	636
Mowing	4*	0*	18	82	106
Playground EQ Inspection	2*	0*	40	21	60
Pothole Repair	1	2	378	667	638
Sewer CCTV Miles	0.00	0.00	0.08	5.71	4
Street Sweeping Miles	144	122	328	2086	3114
Water Main Repair	1	0	5	5	10
Water Service Repair	0	1	8	73	52
Water Turn Ons/Offs	53	52	324	914	977
Total Completed Work Orders	470	453	3235	7895	8233

*Data incomplete due to staff change over and technological issues. New tablets and training completed.

WWTP and WTP Key Performance Indicators (KPIs)

	June, 2021	May, 2021	2021 YTD	2020	2019	5 Yr Avg
Potable						
MG Treated	32.51	33.49	174.51	345.13	444.48	434.89
Backwash Water in MG	2.18	2.56	18.29	18.42	22.90	13.50
Ave daily demand in MG	1.16	1.08	0.97	0.95	1.21	1.17
Sanitary						
MG Treated	30.63	38.04	337.53	596.71	547.14	559.36
Max Daily Flow in MG	1.35	1.87	4.73	6.66	7.30	6.02
Average Flow in MG	1.02	1.23	1.88	1.63	1.50	1.53

* MG is Million Gallons

Notes: There were zero water quality exceedances reported for the month of July

Current & Upcoming Projects

Wastewater Treatment Plant Improvement Project

Scope: Upgrades to equipment & processes for DEQ Compliance

Status: Staff is current evaluating 90% design of the WWTP Improvement Project. Staff is seeking approval for funding through DEQ SRF Loan, with USDA funding project at final completion.

Water Loss

Scope: Staff will continue to identify water leaks throughout the 54 miles of water distribution system.

Status: PW staff will continue to provide updates as available.

Radar Speed Signs

Scope: Purchase 6 radar speed signs throughout the community.

Status: ODOT permits approved. Staff has installed signs along Highway 20. Staff currently retrieving data from the signs.

Sankey Park Improvements

Scope: Install new paths, lighting, and playground equipment.

Status: CTC removed several trees May 2021. Paths and lighting work has resumed August 2021.

2021 Overlay Project

Scope: Overlay multiple streets through the community.

Status: Phase I construction has been completed. Phase II bids have been received, staff to recommend award of contract to Council August 2021.

Water & Stormwater Master Plans – West Yost

Scope: Develop Water & Stormwater Master Plans to support development

Status: West Yost is currently developing Scopes of Work for both projects. Projects will commence August 2021.

System Development Charges (SDCs) – Murraysmith

Scope: Provide an update to the current water and sewer system development charges (SDCs) and establish new transportation, parks, and stormwater SDCs based on current capital improvement plans. Council Workshop presentation took place on July 28, 2020.

Status: Completed.

Backwash Pump Evaluation – West Yost

Scope: Evaluate feasibility of adding a backwash pump and using clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

Status: In design with West Yost, at 90% Review

Finished Water Pump Evaluation – West Yost

Scope: Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate Backwash Pump.

Status: In design with West Yost, waiting on Integrator of Record RFP

WTP Disinfection Evaluation – The Automation Group (TAG) (sub from West Yost)

Scope: Murraysmith will perform a hydraulic water model of the water distribution system to pinpoint operations deficiencies and develop a plan to mitigate water system deficiencies.

Status: Staff procured equipment, Public Works staff to complete installation. TAG assisting with final configuration.