



CITY OF SWEET HOME CITY COUNCIL AGENDA - REVISED

May 12, 2020, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Meeting Information

The City Council will hold a Regular City Council meeting at 6:30 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. Individuals attending public meetings in person will be limited to the first six people, required to maintain appropriate social distancing, (6-ft.) and be free of symptoms related to COVID-19. The City of Sweet Home City Council 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 City Council meeting live, online visit [live.sweethomeor.gov](https://www.sweethomeor.gov). If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call.

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. All votes will be conducted by Roll Call Vote.

Mission Statement

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

Call to Order and Pledge of Allegiance

Roll Call

Consent Agenda:

Approval of Minutes:

- a) [2020-04-28 City Council Meeting Minutes \(pg. 3-7\)](#)
- b) [2020-04-29 Budget Committee Minutes \(pg. 8-9\)](#)
- c) [2020-05-05- Budget Committee Minutes \(pg. 10-12\)](#)

Recognition of Visitors and Hearing of Petitions:

Old Business:

- a) [COVID-19 Information \(pg. 13-14\)](#)
[Representative Sherrie Sprenger, Oregon House of Representatives](#)
[Commissioner Will Tucker, Linn County Board of Commissioners \(Video Conference\)](#)
 - b) [Request for Council Action - City Manager Evaluation \(pg. 15-30\)](#)
 - c) [Information Only – Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area \(pg. 31-37\)](#)
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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.

New Business:

- a) [Information Only - RFP for Operation and Maintenance of the City's Water/Wastewater Treatment Facilities \(pg. 38-79\)](#)
- b) [Information Only - RFP for Engineer of Record \(pg. 80-106\)](#)
- c) Local COVID Relief Grant Program

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

- a) [Ordinance No. 6 for 2020 - Local Improvement District Amendments \(pg. 107-118\)](#)
- b) [Ordinance No. 8 for 2020 -Text Amendments to Title 15.12 Flood Hazard Area Regulations \(pg. 119\)](#)

Third Reading of Ordinance Bills (Roll Call Vote Required)

Reports of Committees:

Administrative and Finance/Property

Park and Tree Committee

Youth Advisory Council

Chamber of Commerce

Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

Reports of City Officials:

Mayor's Report

City Manager's Report

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

Library Services Director

- a) [Library Director's Report, Patron Statistics, Circulation Statistics - April 2020 \(pg. 177-179\)](#)

Community and Economic Development Director

- a) [Community and Economic Development Department Monthly Report for April, 2020 \(pg. 180-183\)](#)

Public Works Director

- a) [Public Works Monthly Report of Activities - April 2020 \(pg. 184-187\)](#)

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

Finance Director

Police Chief

City Attorney

Council Business for Good of the Order**Adjournment**



CITY OF SWEET HOME CITY COUNCIL MINUTES

April 28, 2020, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Meeting Information

The City Council will hold a Regular City Council meeting at 6:30 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. Individuals attending public meetings in person will be limited to the first six people, required to maintain appropriate social distancing, (6-ft.) and be free of symptoms related to COVID-19. The City of Sweet Home City Council 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 City Council 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 and you'll be asked to choose option #1 to be logged in to the call.

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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.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:33 PM.

Mayor Mahler called for a Moment of Silence for the tragic loss of a family in a house fire.

Roll Call

PRESENT

Mayor Greg Mahler

President Pro Tem Diane Gerson

Councilor Cortney Nash (video)

Councilor Dave Trask

Councilor James Goble (video)

Councilor Lisa Gourley

Councilor Susan Coleman

Consent Agenda:

Motion to approve the Consent Agenda as amended (Error noted by Councilor Gerson, SHOWCASE grant was \$500.00 not \$5,000)

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.

Motion made by President Pro Tem Gerson, Seconded by Councilor Trask.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

- a) Request for Council Action – Appointment to Budget Committee

Approval of Minutes:

- a) 2020-04-14 City Council Meeting Minutes
- b) 2020-04-22 Executive Session Minutes

Recognition of Visitors and Hearing of Petitions:

Commissioner Will Tucker gave an update on COVID-19. Commissioner Tucker reported Linn County is creating a written plan to submit to the Governor's office, for re-opening the county. A consortium of 7 county park directors have created a plan proposing county parks open by only allowing camping at every other spot.

The proposals carefully moves Oregon towards opening. Mayor Mahler thanked Commissioner Tucker for his efforts.

Old Business:

- a) Request for Council Action – City Council FY 2020-2021 Goals

Motion to add "community members" to the goals.

Motion made by Councilor Gerson, Seconded by Councilor Trask

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

Motion to adopt Resolution No. 8 for 2020 - A Resolution Adopting the City of Sweet Home Vision Statement, Mission Statement, and Fiscal Year 2020-2021 City Council Goals.

Motion made by Councilor Coleman, Seconded by Councilor Gourley.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

New Business:

- a) Proclamation - Mental Health Month - May 2020

Mayor Mahler read the proclamation for Mental Health Month.

- b) Request for Council Action - Resolution No. 9 for 2020 - A Resolution Setting Fees

Motion to adopt Resolution No. 9 for 2020 - A Resolution to Set Public Information, Records, Research, Service and Miscellaneous Fees.

Motion made by Councilor Goble, Seconded by Councilor Coleman.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

- c) Request for Council Action - Local Improvement District Amendments

City Attorney Snyder presented the request explaining the ordinance pertaining to Local Improvement District (LID) procedures has not been updated in many years. The City is expecting a LID in the near future, so staff has proposed updates to the current code.

Motion to move Ordinance Bill No. 6 for 2020 - Sweet Home Ordinance Amending SHMC Chapter 3.16 Pertaining to Local Improvement Districts to first reading.

Motion made by Councilor Goble, Seconded by Councilor Trask.
Roll Call Vote: Voting Yea: Mayor Mahler, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman
Voting Nay: President Pro Tem Gerson

- d) Request for Council Action – Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area

The item came before Council at a community members request, asking to reconnect to wells that have passed DEQ safe water testing and disconnect from city water service. There was discussion on the topic. The Council requested more information on testing and to define "consistently" for test results, the cost to reconnect and disconnect, and how many times the City would allow connection and disconnection.

Motion to table the proposed Ordinance, Ordinance No. 7 for 2020- Water System in Critically Affected Chemical Area.

Motion made by Councilor Trask, Seconded by President Pro Tem Gerson.
Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

- e) Continuance of Public Hearing – Ordinance No. 8 for 2020 -Text Amendments to Title 15.12 Flood Hazard Area Regulations

The Public Hearing was opened at 8:10 PM

Mayor Mahler read the Public Hearing Disclosure Statement and explained the Public Hearing process.

Mayor Mahler asked Council if any had any Exparte, Conflict of Interest, or Personal Bias, by Roll Call Vote. There was none.

A Staff Report was given by Community and Economic Development Director Blair Larsen explaining the proposed ordinance is in regard to flood hazard regulation of our development code and specifies how any development is to occur in the flood area. The model code is heavy influenced by federal regulations. Flood Insurance eligibility is dependent on the City having an ordinance that fits with those regulations. Department of Land Conservation and Development (DLCD) has recommended the ordinance and the City is asking to replace current regulations with proposed model code. The Sweet Home Planning Commission recommended adopting these amendments.

Public Comment: None

Testimony in Favor: None

Testimony in Opposition: None

Neutral Testimony: None

Public Hearing Closed at 8:15 pm

There was discussion on how the public could attend and make comment.

Motion to approve Ordinance No. 8 for 2020 - An Ordinance Amending the Sweet Home Municipal Code Chapter 15.12 Flood Hazard Regulations.

Motion made by Councilor Gourley, Seconded by President Pro Tem Gerson.
Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Ordinance No 6 for 2020 - Sweet Home Ordinance Amending SHMC Chapter 3.16 Pertaining to Local Improvement Districts was read in its entirety.

Motion to move Ordinance No 6 for 2020 - Sweet Home Ordinance Amending SHMC Chapter 3.16 Pertaining to Local Improvement Districts to second reading.

Motion made by Councilor Coleman, Seconded by Councilor Gourley.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

Ordinance No. 8 for 2020 - An Ordinance Amending the Sweet Home Municipal Code Chapter 15.12 Flood Hazard Regulations was read in its entirety

Motion to move Ordinance No. 8 for 2020 - An Ordinance Amending the Sweet Home Municipal Code Chapter 15.12 Flood Hazard Regulations.to second reading

Motion made by Councilor Coleman, Seconded by Councilor Gourley.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

Absent: Councilor Nash (AB) (9:03PM)

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Request for Council Action - Ordinance No. 5 for 2020 - Sweet Home Ordinance Pertaining to Special Events

Ordinance No. 5 for 2020 was read by title only.

Motion to Approve Ordinance Bill No. 5 for 2020, Ordinance No,1285 - An Ordinance Pertaining to Special Events.

Motion made by Councilor Gourley, Seconded by Councilor Coleman.

Roll Call Vote: Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

Absent: Councilor Nash (AB),

Mayor's Report

Mayor Mahler gave a reminder of the 6 pm Budget Committee meeting on April 29th.

City Manager's Report

City Manager Towry reminded the Council of the Budget Committee and asked who would be in attendance.

City Manager Towry gave a COVID-19 update.

PW Director Springman reported on a large water leak that was found and repaired. Studies were completed prior to the repair and showed a significant reduction that is estimated to be a water loss savings 327K gal per day, which is approximately 30% of winter production.

City Manager Ray Towry presented the Senior Banner project which honors 170 Sweet Home High School Seniors who were not able to finish normal Senior actives due to COVID-19. The banners will be hung on Main Street until the Veteran Hero Banners go up.

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

Finance Director

- a) March 2020 Monthly Report

Along with the written report included in the packet, Finance Director Neish gave a financial snapshot thru the end of the third quarter and projections thru end of June for the Police, Library, Streets, Water, Wastewater and General Funds.

Police Chief

- a) Police Department Report

A written monthly report was included in the packet.

Adjournment

With no further business, the meeting adjourned at 9:37 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME BUDGET COMMITTEE MINUTES

April 29, 2020, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Call to Order

The meeting was called to order at 6:00 PM.

- a) The Budget Committee will hold a Budget Committee meeting on April 29, 2020 at 6:00 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, committee members, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. The City of Sweet Home is streaming the meeting via the Microsoft Teams platform, there will be opportunity for public input via the live stream. To view the Budget Committee 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 and you'll be asked to choose option #1 to be logged in to the call.

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Roll Call

PRESENT

Mayor Greg Mahler
Councilor Diane Gerson
Councilor Dave Trask
Councilor James Goble (video)
Councilor Cortney Nash (video)
Councilor Lisa Gourley
Councilor Susan Coleman
Committee Member Bob Briana
Committee Member Derek Dix
Committee Member Dave Journey
Committee Member David Lowman
Committee Member Gerritt Schaffer (video)
Committee Member Kenneth Hamlin (video)
Committee Member Lisa Wilson

Review and Discussion of Proposed 2020-2021 Budget

- a) Election of Chair
Nomination for Chair of Budget Committee
Kenneth Hamlin nominated himself
Motion made by Committee Member Hamlin.
Roll Call Vote: Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Councilor Gourley, Councilor Coleman, Committee Member Briana, Committee Member Dix, Committee Member Journey, Committee Member Lowman, Committee Member Schaffer, Committee Member Hamlin, Committee Member Wilson
- b) Election of Vice Chair
Nominations for election of Vice Chair of the Budget Committee
David Lowman nominated himself for Vice Chair
Motion made by Committee Member Lowman.
Roll Call Vote: Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Councilor Gourley, Councilor Coleman, Committee Member Briana, Committee Member Dix, Committee Member Journey, Committee Member Lowman, Committee Member Schaffer, Committee Member Hamlin, Committee Member Wilson
- c) Budget Training
Finance Director Brandon Neish gave an overview of the Budget Committee responsibility and goals, stressing the importance of Public Input.
The Budget Process was reviewed and explained. Budget Committee responsibilities and official duties were reviewed.
A video explaining property taxes and compression was viewed. There was discussion on the Permanent Tax Rate for the City of Sweet Home.
- d) Budget Message
City Manager Ray Towry read the prepared Budget Message from the proposed Budget pages 1-3 of the 2020-2021 Proposed Budget.
- e) Review and Set Budget Meeting Dates
Proposed Dates: Tuesday, May 5 - 6pm
Thursday, May 14 - 6pm
Tuesday, May 19 - 6pm

The above dates have been set for future budget meetings:

Adjournment

The meeting adjourned at 7:02 PM

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME BUDGET COMMITTEE MINUTES

May 05, 2020, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Call to Order

The Budget Committee meeting was called to order at 6 PM

- a) The Budget Committee will hold a Budget Committee meeting on May 5, 2020 at 6:00 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, committee members, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. The City of Sweet Home is streaming the meeting via the Microsoft Teams platform, there will be opportunity for public input via the live stream. To view the Budget Committee 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 and you'll be asked to choose option #1 to be logged in to the call.

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Roll Call

PRESENT

Mayor Greg Mahler
Councilor Diane Gerson
Councilor Dave Trask
Councilor James Goble (video) (left @ 8:02pm)
Councilor Cortney Nash (absent)
Councilor Lisa Gourley
Councilor Susan Coleman
Committee Member Bob Briana
Committee Member Derek Dix
Committee Member Dave Journey (absent)
Committee Member David Lowman
Committee Member Gerritt Schaffer
Committee Member Kenneth Hamlin
Committee Member Lisa Wilson

Review and Discussion of Proposed 2020-2021 Budget

Finance Director Neish gave a brief presentation to discuss how to read the Budget document, Internal Service Funds and what they are, and an overview of the Police, Library and Community and Economic Development Funds.

Finance Director Neish talked about the importance of transparency and public input. There will be a pause after every fund presentation to allow time for public comment either in person, by phone, or online.

Finance Director Neish gave an in-depth explanation of Internal Service Funds, explaining how Internal Service Funds are a way to reimburse one department for services provided from another. Finance Director Neish gave a history of Internal Service Funds (Administrative Funds) for the City of Sweet Home. Internal Service Charges, in this proposed budget, are less than was budgeted last fiscal year.

It was suggested by the committee to research options for credit card processing fees to try to save the City and taxpayers money.

a) Internal Service Funds (Police, Library)

Chief Jeff Lynn introduced himself and the Police Department Fund. Chief Lynn explained revenue in the last few fiscal years has allowed the department to improve both equipment and vehicles, the City now has a modern police fleet. Chief Lynn talked about the importance of dispatch and equipping dispatch with updated consoles, those upgrades are in this proposed budget.

Chief Lynn explained the need for a reorganization of the department with the expected retirement of a sergeant and a dispatcher.

Chief Lynn reviewed expenses on page 55 of the proposed budget. Any significant increase or decrease was discussed.

Chief Lynn explained the Capital Outlay proposals which includes upgrades for the dispatch console, complete outfit of special equipment for the K-9 vehicle, upgrades to the jail audio system, tech upgrades in the training room, and HVAC system replacement.

Finance Director Neish reviewed revenues for the Police Department and the City's decision to not take all of the full levy amount, and instead proposing 30 cents less, saving homeowners and taxpayers. There was discussion on the lesser tax or if those funds would be better suited in the Police Department. The value of the police department was thought to be important to the community and the committee was hesitant to not keep the full levy funds. Consensus of the Budget Committee was to keep those funds in the budget and move the marijuana funds out of the police department and into the library. The Committee, by consensus, also agreed that Contingency Funds should be put back in personnel to fund another officer.

Library Director Rose Peda introduced herself and gave a brief background of the Sweet Home Public Library and programs. Library Director Peda reviewed the budget with the Committee. Most of the funds have stayed the same with the exception of Professional Services, Technical Services, and Operating Supplies, which all have increased.

b) Community and Economic Development Department

Community and Economic Development Director Blair Larsen explained the department is made up of various functions: Economic Development, Planning, Building, Code Enforcement and Engineering.

CEDD Larsen explained most of the budget is devoted to the five staff members in personnel. Professional Services increased to cover the contract for building inspection services, planning services and development code updates. There is also funding for code enforcement abatement. The importance of each of those services was explained.

Adjournment

With no further business, the meeting adjourned at 9:46 PM.

Additional Meetings will be held at the Sweet Home City Hall on the following dates:

- a) Thursday, May 14 - 6pm
- Tuesday, May 19 - 6pm

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

ELLEN F. ROSENBLUM

ATTORNEY GENERAL



FREDERICK M. BOSS

DEPUTY ATTORNEY GENERAL

DEPARTMENT OF JUSTICE

Justice Building
1162 Court Street NE
Salem, Oregon 97301-4096
Telephone: (503) 378-6002

April 24, 2020

SENT VIA REGULAR MAIL AND E-MAIL: dholladay@orcify.org

Mayor Dan Holladay
City Hall
625 Center Street
Oregon City, OR 97045

RE: Compliance with Executive Order 20-12
DOJ file No.: 137048-GA0030-20

Dear Mayor Holladay,

I understand that you plan to issue a declaration that allows all businesses in Oregon City to re-open, even though this would contravene Governor Kate Brown's "Stay at Home, Save Lives" Executive Order (20-12). I further understand that your declaration would be based on a mistaken belief that the governor lacked the legal authority to issue this executive order. I send this letter in the hope that you will reconsider your approach without the need for more formal action. I remind you that there are significant legal repercussions for violating the governor's order.

The governor has authority under ORS 401.165(1) to declare a state of emergency when she determines either that an emergency has occurred or is imminent. The type of emergencies covered under this authority expressly include diseases.¹ The governor declared a state of emergency on March 7, 2020, through Executive Order 20-03, in response to the threat to public health and safety caused by the spread of COVID-19. The governor has not terminated that state of emergency. Nor has the Legislative Assembly.

¹ ORS 401.025(1)(a).

Once the governor declares a state of emergency, she assumes various powers to mitigate the emergency and to manage resources. In particular, she has powers under ORS 433.441 that are designed to protect the public health.² These specifically include the power to “[c]ontrol or limit entry into, exit from, movement within and the occupancy of premises in any public area subject to or threatened by a public health emergency if such actions are reasonable and necessary to respond to the public health emergency.”³ The governor is broadly empowered to “[t]ake any other action that may be necessary * * * to protect the public during a public health emergency.”⁴ In addition, the governor has the right, under ORS 401.168(1), to exercise *all police powers* vested in the state by the Oregon Constitution in order to effectuate the purposes of ORS chapter 401. Police powers generally refer to the state’s power to enact laws that protect “the public’s health, safety, and general welfare,”⁵ which is precisely the effect of the governor’s orders.

Closing certain businesses to stem the spread of COVID-19 clearly protects the public’s health and safety during the ongoing global pandemic. The governor’s order is lawful, and that order remains in full force and effect. You do not have the authority to override the governor’s executive order. Violating this or any executive order issued under the governor’s emergency powers can lead to criminal penalties under ORS 401.990, and civil penalties under ORS 431A.010. So, in addition to putting your residents’ health at risk, you may be placing them in legal jeopardy.

My hope is that this letter will persuade you to abandon this approach. Please be advised I will take legal action, civil or criminal, as appropriate, in order to protect the public.

Sincerely,



ELLEN F. ROSENBLUM
ATTORNEY GENERAL

ER1:ne2:nog/10209213

c via email only: Governor Kate Brown

Commissioner Rachel Lyles Smith, President of the Oregon City Commission (rlsmith@orc.org)

² See ORS 433.441(4) (“If a state of emergency is declared as authorized under ORS 401.165, the Governor may implement any action authorized by ORS 433.441 to 433.452.”).

³ ORS 433.441(3)(d).

⁴ ORS 433.441(3)(f).

⁵ *Black’s Law Dictionary* (11th ed 2019) (online).



REQUEST FOR COUNCIL ACTION

Title: City Manager Evaluation

Preferred Agenda: May 12, 2020

Submitted By: Ray Towry, City Manager

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: City Manager Contract

Towards Council Goal: Vision Statement II.
WE ASPIRE to have an effective and efficient local government.
GOAL #2 BE AN EFFECTIVE AND EFFICIENT GOVERNMENT
3. Invest in long-term staff stability & training
4. Develop transparency in all communication

Attachments: Evaluation
Contract

Purpose of this RCA:

Formal adoption of the City Manager evaluation by the Council.

Background/Context:

City charter requires the Council hire a professional manager. and the contract mentions that a yearly evaluation should be completed. An evaluation allows the Council, City Manager and the Community to know if the Council and the Manager are in alignment.

The Challenge/Problem:

How does the Council fairly help guide and evaluate the City Manager?

Stakeholders:

Citizens: Deserve a clear, open, and transparent evaluation of the operational lead for the City.

Councilors: Have a duty to manage the work of the City Manager and the organization as a whole as a result.

City Staff:

City Manager: The City Manager should be afforded the opportunity to be successful and can only meet the goals of the Council with feedback given by the Council.

Issues and Financial Impacts:

None

Elements of a Stable Solution:

A fair evaluation that allows the Manager to understand Council wishes and desires moving forward.

Options:

1. Make a motion to accept the 2019/20 City Manager evaluation as presented.
2. Suggest changes to the evaluation and then make a motion to accept the 2019/20 City Manager Evaluation.
3. Suggest changes to the evaluation and direct staff to bring it back to a future meeting with the changes.

Recommendation:

None.

1. City Council Relationships

RATING SCALE DEFINITIONS (1-5)

(1) Unsatisfactory* - The employee’s work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.

(2) Improvement Needed* - The employee’s work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.

(3) Meets Job Standard - The employee’s work performance consistently meets the standards of the position.

(4) Exceeds Job Standard - The employee’s work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.

(5) Outstanding - The employee’s work performance is consistently excellent when compared to the standards of the job.

Not Observed (NO) The employee’s work performance was not observed during this evaluation period.

*Any score of a (1) Unsatisfactory or (2) Improvement Needed MUST be justified in the comment section.

A.) Effectively implements policies and programs approved by the City Council

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.142857
2	4	1				

B.) Effectively aids the City Council in establishing long range goals.

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.571429
5	1	1				

C.) Keeps the City Council informed of current plans and activities of administration, best governmental practices and regulations, etc.

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.285714
3	3	1				

COMMENTS:

A. This is a strong characteristic of Ray’s leadership. Sometimes the policies are hard to implement as they are outdated and not realistic for today’s city roles but we are always aware of the problems and needs. (DG)

(DG)

A. Ray has worked hard at implementing goals and policies set forth by the City Council. Although at times this work has been interrupted by unforeseen circumstances, it does not negate his work in this area. (SC)

B. The training sessions held each year provide council and staff with the opportunity to dialog and plan for the coming year. Ray has led these sessions with professionalism and a clear understanding of pitfalls and success. (DG)

B. In my opinion, this is where Ray’s leadership shines. He has the ability to synthesize the council’s ideas into measurable and attainable goals. (SC)

C. This particular goal has fallen off a bit this year. While it may be important to understand best practices, I feel it would be more helpful to the council to relate those practices to our situation rather than how we can adapt to the practices as shown by research, etc. Every city is unique and not all best practices fit all cities. It is important for us to know about these but more important is how to use them to our advantage. (DG)

**City Manager Evaluation
Ray Towry 4/22/2020**

C. I appreciate Ray's correspondence with council on department activities and best governmental practices. Communication is one of those areas that takes effort to keep on top of and at times, it would be beneficial to be more informed. I am grateful for his continued efforts in this area and I realize communication is always a two way street. (SC)

**City Manager Evaluation
Ray Towry 04/02/2020**

2. Performance Related to the Job Description

“Serves as the administrative head of the government of the City and is responsible for the overall management, administration and supervision of all City departments and functions. Exercises direct or indirect supervision of all City Employees with the exception of the City Attorney and Municipal Judge.”

5=Outstanding	<u>4</u>	3= Meets Standard	2	Unsatisfactory	No	4.285714286
3	<u>3</u>	1				

1. Maintain effective relationships with elected officials, the media and the public at all times.

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.142857143
2	4	1				

2. Follow established City Policies at all times.

5=Outstanding	<u>4</u>	3= Meets Standard	2	Unsatisfactory	No	4.285714286
4	<u>1</u>	2				

3. Recommend programs and policies to the City Council to ensure that the management of the City is effective and reflects current advances in city government.

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.142857143
2	4	1				

4. Develop professionally through formal and informal training and membership in professional organizations.

5=Outstanding	4	3= Meets Standard	2	Unsatisfactory	No	4.166666667
2	3	1			1	

5. Control City expenditures within budgetary limitations to ensure that public funds are spent wisely.

5=Outstanding	<u>4</u>	3= Meets Standard	2	Unsatisfactory	No	4.428571429
4	<u>2</u>	1				

6. Supervise City personnel to effectively train, motivate and promote a high degree of morale.

5=Outstanding	<u>4</u>	3= Meets Standard	2	Unsatisfactory	No	4.428571429
4	<u>2</u>	1				

COMMENTS:

Ray is an effective manager of his personnel. His ability to supervise but not micro manage frees up staff to solve problems in creative ways. It also allows all staff the freedom to voice solutions and recognize their voice is valued. (DG)☒

From what I know of his leadership of the department heads, he is doing a good job. He has built a great team who seem to work very well together. (SC)

1. I have seen Ray develop better communication between the city and the media and public. The relationship he has with elected officials seems to be smoother as well. (SC)

1. The communication with the public is improving as is the interaction with the media. (DG)

2. Ray is a stickler for following policy even when it is outdated and hard to follow. He communicates same to council on a regular basis. (DG)☒

3. Ray has helped Sweet Home advance in many areas. Our policies are more up to date. One example is our Emergency Management Plan which proved to be very important to have on hand during this COVID-19 crisis. (SC)

3. I have commented on this above. Ray is up to date on advances in government and has recommended several books, etc. to staff to encourage their growth. For me, I would like to have those advances put into a more realistic setting for Sweet Home. (DG)☒

City Manager Evaluation

Ray Towry 04/02/2020

4. Ray works well with others in the region and has encouraged staff to do the same. He and staff have been asked to do several presentations on projects in the city and this has added to the positive picture of Sweet Home as a forward moving entity. (DG)
4. I know that Ray has attended some training conferences, but I do not know enough about his development to know if he has grown in this area. (SC)
5. Ray works closely with staff to keep a handle on the budget and the needs of the city. He and staff are always available to answer questions and are able to explain any concerns voiced by council. (DG)
5. The city has stayed within budget and has been very persistent in seeking grants and other funding available to municipalities. (SC)
6. As stated previously, Ray has built an excellent team that has seemed to get into a groove of working well together. From the outside, it appears staff morale is high. (SC)
6. Ray's ability to direct staff and motivate them to give their best is a strong part of his leadership. His training sessions and meetings with staff have also increased motivation and creativity. My one concern is sometimes in reaching decisions, which he needs to do, Ray forgets to be empathetic with the needs and personalities of those in lower positions. The line between making a decision and having empathy while delivering that decision is a fine one and the empathy may get lost. (DG)

3. Evaluation Based on Council Goals - Complete After Round Table Discussion

GOAL #1: INFRASTRUCTURE

1. Develop specific steps for implementation of the adopted infrastructure master plans.
Water, Sewer, Streets, Parks, Property

	5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	4
	1	5	<u>1</u>				

Comments:

GOAL #2: BE AN EFFECTIVE AND EFFICIENT GOVERNMENT

1. Update and streamline processes
2. Develop continuity in planning and permitting processes.
3. Invest in long-term staff stability & training.
4. Develop transparency in all communication.
5. Continue to implement strong financial practices.
6. Employ sound technology to maximize efficiency.

	5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	4.142857
	3	2	<u>2</u>				

GOAL #3: ESSENTIAL SERVICES

1. Increase access to quality healthcare services in Sweet Home.
2. Look for methods to improve community safety.
3. Develop partnerships w/ regional services and work to connect them w/ the appropriate members of the public.

	5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	3.571429
		4	<u>3</u>				

GOAL #4: ECONOMIC STRENGTH

1. Implement a business vitalization program
2. Support future economic development efforts w/in City Hall
3. Develop economic opportunities w/ regional partners

	5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	3.714286
	1	3	<u>3</u>				

Goal #1: Would like to see the manholes down Main Street lifted. (CN)

Goal #2: I have seen improvements in processes, communication, financial practices, and technology. (SC)

Goal #2: So much needs to be accomplished in this area and Ray has led staff through many changes. But items 2 and 4 still need more work. (DG)

Goal #3: This is an area that has seen some disappointment this year. Although a lot of work has been done in this area, little has come to fruition. On the other hand, I believe the connections with developers and regional services that has been created will bring something about in the future. (SC)

Goal #3 Not much success for the possibilities to bring in new options, however the opportunities are restricted. (DT)

Goal #3 Although we have not met the health care goal, Ray and staff have improved in the other areas. (DG)

Goal #4: This aspect is in process. (SC)

City Manager Evaluation
Ray Towry 11/07/2017

Goal #4: This area continues to be a weak spot in Ray's leadership. I realize many factors come into play here but this, too, has been a top priority of the council and I do not feel it has been given that position on Ray's list. (DG)
Goal #4 That has been a challenge for quite some time working hard with staff to reach the goals.(DT)

**City Manager Evaluation
Ray Towry 04/22/20**

4. Summary Rating of City Manager Self Evaluation Complete After Round Table Discussion

1. Identifies challenges?

5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	4.1428571
2	4	<u>1</u>				

2. Identifies progress?

5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	3.8571429
	6	<u>1</u>				

3. Identifies improvements?

5=Outstanding	4	<u>3= Meets Standard</u>	2	Unsatisfactory	No	3.8571429
1	4	<u>2</u>				

COMMENTS:

These last three years, Ray has led the city well. He has provided valuable training for councilors, facilitated goal-creating conversations with councilors, hired qualified staff to execute the council goals, stayed within budget, mitigated solutions to problems the city has encountered, etc.

He recognizes challenges the city will be facing and offers solutions. He reports the progress the city is making.

I would love to see a “state-of-the-city” address sometime, where he can identify to the public the improvements the city has made in the recent years. (SC)

Mr. Towry, you have done an great job of taking charge of the city and moving us forward in a manner that better not only city staff and council but our community in general. To be honest I would say from where I sit, you have done an outstanding job. I am proud to still have you on board after these passing years. (JG)

5. Summary Rating - Complete After Round Table Discussion

Overall Performance Rating - Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

	5=Outstanding	<u>4</u>	3= <i>Meets Standard</i>	2	Unsatisfactory	No	
	2	<u>4</u>	<u>1</u>				4.142857

COMMENTS:

Overall feels he is doing a great job. (CN)

The results over the last three years has shown a high level of progress. Of course there is room for improvement. Personally I am happy with the results so far. He has chosen personnel that helps the success going forward. (DT)

**City Manager Evaluation
Ray Towry 04/22/2020**

Signature Page

This evaluation has been reviewed and discussed between the City Council and the City Manager on:

Date: _____

Sweet Home City Council Concurrence

Mayor Greg Mahler YES / NO

Council President Pro-Tem Diane Gerson YES / NO

Councilor Cortney Nash YES / NO

Councilor Susan Coleman YES / NO

Councilor Dave Trask YES / NO

Councilor James Goble YES / NO

Councilor Lisa Gourley YES / NO

City Manager Date

**City Manager Evaluation
Ray Towry 04/22/20**

	Nash	Coleman	Gerson	Goble	Gourley	Mahler	Trask	Avg
Sec. 1 City Council Relationships								
A)	5	4	4	4	3	4	5	4.142857
B)	5	5	5	5	3	4	5	4.571429
C)	5	4	4	5	3	4	5	4.285714
Sec. 2 Performance Related to the Job Description								
)	4	4	5	4	3	5	5	4.285714
1)	5	5	4	4	3	4	4	4.142857
2)	5	4	5	3	3	5	5	4.285714
3)	5	4	4	4	3	4	5	4.142857
4)	5	No	5	4	3	4	4	4.166667
5)	5	5	5	4	3	4	5	4.428571
6)	5	4	5	4	3	5	5	4.428571
Sec. 3 Eval Based on Council Goals								
1)	4	4	4	4	3	4	5	4
2)	4	5	3	5	3	4	5	4.142857
3)	3	3	4	4	3	4	4	3.571429
4)	5	3	3	4	3	4	4	3.714286
Sec. 4 Summary Rating								
1)	4	5	4	4	3	4	5	4.142857
2)	4	4	4	4	3	4	4	3.857143
3)	4	3	4	5	3	4	4	3.857143
Sec. 6 Overall Rating								
1)	4	5	4	4	3	4	5	4.142857
Overall Av								4.128307

CITY OF SWEET HOME
CITY MANAGER
EMPLOYMENT CONTRACT

WHEREAS this EMPLOYMENT CONTRACT is made and entered into effective the 12th day of March, 2019, by and between the City of Sweet Home and RAYMOND TOWRY.

NOW THEREFORE, the City of Sweet Home, Oregon (City) acting by and through its City Council and RAYMOND TOWRY (Manager) agree as follows:

1. City herewith employs Manager as City Manager and Manager agrees to be so employed to carry out the functions and duties specified in City's charter, this contract, required by law, such other duties involved in city management, and as directed by City directly or by resolution or ordinance. This agreement may be terminated at any time as provided herein.
2. Manager shall be paid in accordance with established salary schedule for the City Manager position as adopted and or otherwise approved by City Council. Manager shall be paid in installments at the same time and similar manner as other employees. With successful completion of an annual satisfactory performance evaluation, Manager's base salary shall automatically increase to the next step on the approved salary schedule until reaching the top step.
3. Manager shall have standard benefits offered all full-time employees of City. City shall provide medical, dental, vision, life, and disability insurance coverage for Manager and his family as offered other full-time non-represented city employees. The City agrees to provide retirement benefits for the Manager under the same ICMA retirement program and terms offered to other non-represented administrative employees of the City.

Manager shall receive vacation leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual.

Manager shall also receive Management Leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual.

Manager shall accrue sick leave in the same manner and amount as all other regular exempt management employees as defined in the City Personnel Policies Manual. Manager shall be eligible for sick leave buyout as other non-represented administrative employees in accordance with adopted personnel policies.

Manager shall be allowed paid holidays as other City employees in accordance with adopted personnel policies.

4. Manager acknowledges the proper and full performance of this contract constitutes a full-time job, he must devote a great deal of time outside normal office hours in furtherance of City's business and interests, and that he is an exempt professional from the overtime provisions of the federal Fair Labor Standards Acts and its counterpart under Oregon law. Manager shall be actively involved in community activities and civic organizations and City shall pay related membership dues and fees. Manager shall not engage in non-city activities for pay unless approved by City.
5. City encourages Manager to be involved in professional organizations for his development and advancement and the benefit of City. Manager is encouraged to attend conferences offered by League of Oregon Cities such as the Annual Conference, Northwest City Managers' Spring Conference, and Oregon City Managers' Association (OCCMA) Summer Conference. Manager is authorized to be a member of ICMA and OCCMA with cost to be paid by City if money is available. Meals, housing, travel and cost for attending approved conferences and meetings shall be paid by City based upon the amounts allowed other administrative employees and in accordance with applicable personnel policies. All out of state travel must be pre-approved by the City Council.
6. Manager agrees to remain in the exclusive employ of the City during the term of this agreement, unless otherwise agreed to in writing by the parties.
7. Manager shall be bonded as required by City, its charter, and Oregon law with cost of the bond(s) to be paid by City. City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal action whether valid or not arising out of the performance of manager's duties except that caused by willful or wanton conduct by Manager.
8. City shall place no restriction on the residency of the Manager except that Manager agrees to regularly be available for work as scheduled, and that job performance shall not be adversely impacted by residence location.
9. Should Manager decide to resign, he shall give City through its Mayor as much advance written notice as possible but not less than thirty (30) working days. At that time Manager shall give City a plan for operation of the City during the interim listing all projects then on-going with status for each and a report concerning each department.
10. Should Manager resign at the request of City or is terminated at the will of the City and Manager is willing and able to perform, the City shall pay severance pay equal

to four (4) months base pay of City Manager plus one month for every year of employment with a maximum of 12 months, plus accrued vacation benefits. Severance pay will be paid in a lump sum or monthly payments equal to the number of months severance earned by the Manager at the option of the City. Severance pay will cease should Manager become employed elsewhere during this time.

11. If Manager is terminated for cause during the term of this Agreement, City shall have no obligation to pay the separation pay under this agreement. For the purposes of this agreement, "cause" is defined as follows:
 - A. Indictment for an illegal act. If such indictment does not ultimately result in conviction, then Manager shall receive separation pay, if the indictment does ultimately result in conviction, Manager shall receive no severance pay;
 - B. Abandonment by Manager of position as City Manager; or
 - C. Determination by City that Manager is guilty of fraud, dishonesty or any other serious act of misconduct in performance of Manager's duties on behalf of City. Such determination by City shall be made in accordance with disciplinary and grievance procedures set forth in the adopted personnel policies of the City in force and effect on the date of the alleged misconduct.

12. Except as this agreement recites rights and responsibilities of City employees and the City in established City policies, the entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties solely and not for benefit of any other person, persons, or legal entitles.

Manager acknowledges that he has not been induced to enter into this agreement by any representation or statement, oral or written, not expressly contained herein or expressly incorporated by reference. City makes no representations, warranties or guarantees, expressed or implied, other than expressed representations, warranties and guarantees contained in this agreement.

13. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addresses as stated in this agreement, or at such other address as may hereafter be specified by notice in writing. In lieu of mailing, written notice shall become effective as of the date it is personally delivered to the addressee. Any notice required to be given under the terms and conditions of this agreement shall be given as follows:

City of Sweet Home
Mayor
1140 12th Avenue
Sweet Home, Oregon 97386

Manager
Raymond Towry
PO Box 698
Sweet Home, Oregon 97386

If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision. This agreement shall be binding on the City and Manager and their heirs, assigns, executors, personal representatives and successors in interest.

14. This agreement shall become effective as of March 12, 2019, and unless terminated consistent with the terms hereof. this agreement will automatically renew. Nothing shall restrict the ability of the City and Manager to amend or adjust the terms of this Agreement at any time. However, no amendment or adjustment shall be valid unless in writing and signed by an authorized representative of the City and by Manager. Manager reserves the right to discuss the terms of this agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as Manager deems appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12th day of March 2019.

CITY OF SWEET HOME

MANAGER

Mayor

Date

Ray Towry

Date



REQUEST FOR COUNCIL ACTION

Title: Information Only – Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area

Preferred Agenda: April 28, 2020 (Introduction)
May 12, 2020 (Information Only)

Submitted By: R. Snyder, City Attorney

Reviewed By: R. Towry, City Manager

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

Relevant Code/Policy: SHMC 13.20 and work DEQ

Towards Council Goal: Goal 3.3 Develop partnerships with Regional Services

Attachments: Sweet Home Ordinance Amending SHMC 13.2
Critical Area Map, Letter from DEQ and proposed Form

Purpose of this RCA:

The purpose of the proposed Ordinance is to amend SHMC Chapter 13.20 that required connection to city water in Midway Contaminated Groundwater Area (chemical spill area) to specifically include a provision to allow a property owner in that area to not be required to hook up to city water by having his/her well tested as described in the amendment.

Background/Context:

In 1998 the City of Sweet Home passed Ordinance No. 1120 that concerned a chemical spillage (affecting wells) in the Midway area of Sweet Home. The Ordinance required that properties in the critical area (as determined by DEQ) and set forth in the Ordinance connect to and utilize the city water system. In 1998 the soil where the chemical spillage originated was removed and since that time DEQ has periodically tested wells in the critical area. The water quality has improved in the critical area to a point where some properties may no longer be affected by the contamination, and DEQ has drafted the proposed amendment that specifically provides a procedure for a property owner who has a well to not be required to be connected to the city water system. A map of the critical area is attached. A letter from the DEQ supporting the proposed ordinance and a sample form for processing the test results are enclosed herewith.

The Challenge/Problem:

Should the city amend its code to provide a specific procedure for a property owner in the critical area to not be required to be connected to the city water system?

Stakeholders:

Property Owners – The owners of properties in the critical area would have a specified procedure to follow to exercise the option of not having to be connected to the city water system.

- City of Sweet Home – The City would be providing an option in its code for its affected residents to receive their water needs from a well or city water.
- Department of Environmental Quality – DEQ would have additional information from any testing results for its continued monitoring of the critical area

Issues and Financial Impacts:

When a property is withdrawn from using the city water system there will be the loss of revenue for the water account not sewer account which will continue.

Elements of a Stable Solution:

An option to be on the city water system or not in the critical area will allow the property owners to decide for themselves (after testing indicates well water is consistently below safe drinking water standards) whether to be connected.

Options:

1. Information Only.

Recommendation:

Information Only



Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

165 East 7th Avenue, Suite 100

Eugene, OR 97401

(541) 686-7838

FAX (541) 686-7551

TTY 711

March 6, 2020

Robert Snyder
City Attorney
City of Sweet Home
PO Box 486
Sweet Home, OR 97386

Subject: Concurrence with Proposed Ordinance Amending SHMC 13.20
Connection to Water System in Critically Affected Chemical Area
Sweet Home Areawide Groundwater Contamination, ECSI 1240

Dear Mr. Snyder:

Thank you for providing the Department of Environmental Quality with an opportunity to review proposed amendments to the City ordinance requiring properties affected by chemical spill contamination to connect to the city water system. I have previously provided you with comments on the proposed ordinance, Sweet Home Municipal Code 13.20.025.

DEQ is supportive of the Amendment which, if passed, would provide property owners within the affected area an option to have their well water tested to demonstrate that contamination levels are consistently below safe drinking water standards. I would be happy to work with you on the development of your procedures, if that would be helpful.

Thank you for coordinating with the DEQ on this proposed new ordinance in advance. If you have any questions, please do not hesitate to contact me. I can be reached by phone at 541-687-7349 or by email at hanson.don@deq.state.or.us.

Sincerely,

Donald Hanson, RG

Western Region Cleanup &

Emergency Response Section

cc: ECSI file 1240/COMM

CITY OF SWEET HOME FORM

**PETITION FOR EXEMPTION FROM REQUIRED CONNECTION FOR MIDWAY
CONTAMINATED GROUND WATER AREA**

(Only for use by well owners in the critically affected area from a chemical spill under
Sweet Home Municipal Code Chapter 13.20)

SHMC 13.20.025 reads as follows: EXEMPTION FROM REQUIRED CONNECTION. An owner of property located within the Critically Affected Area may petition the City for an exemption from the connection requirement, to allow use of well water at that property for domestic purposes. An exemption will be granted if the owner can demonstrate that the well water consistently does not contain concentrations of chemicals of concern above federal safe drinking water Maximum Contaminant Levels (MCLs). Chemicals of concern include tetrachloroethylene, trichloroethylene, and 1,1-dichloroethylene. At least two well water samples (one from the dry season-July through October-and one from the wet season-January through May) shall be tested and demonstrate that concentrations of chemicals of concern are consistently below the MCLs. Representative water samples must be collected by laboratory personnel or environmental professionals with experience in collecting water samples for testing of volatile organic compounds. Samples shall be analyzed by a laboratory accredited by the State of Oregon Laboratory Accreditation, using EPA Method 524.2 to test for volatile organic compounds, including the chemicals of concern. Detected concentrations of contaminants of concern must be below the respective MCLs for the dry and wet season samples.

INFORMATION ABOUT PROPERTY OWNER WHERE WELL IS LOCATED:

Name

Address of well site

Well ID # (If Known)

Mailing Address of Property Owner

Phone Number of Property Owner

EXEMPTION PROCESS:

1. Property Owner to contact laboratory personnel or environmental professionals with experience in collecting water samples of volatile organic compounds to obtain the two water well samples (one in dry season-July through October/one in wet season-January through May).

2. _____ (Date and Initial Property Owner) After the second test Property Owner to return this form to City with the written results of the two tests. Property Owner must submit complete laboratory chemical analytical data reports with the Petition Form. The report needs to include a copy of the chain-of-custody form completed by the qualified laboratory personnel/environmental professionals who collected the samples. (Generally, a lab report for one test is typically between 4 and 8 pages in length, which includes quality control information, a copy of the chain-of-custody, etc.)

3. _____ (Date and Initial City) City to send this form and laboratory reports with a cover letter requesting review of the well testing data for exemption from required city water connection in City of Sweet Home to DEQ at the following address:

Oregon DEQ
Cleanup Program Manager
Attn: ECSI #1240/Sweet Home Areawide
165 E. 7th Avenue, Suite 100
Eugene, OR 97401

4. After checking the laboratory reports DEQ to date and initial one of the two lines below:

_____ (Date and Initial DEQ) DEQ recommends Exemption for disconnection from city water.

_____ (Date and Initial DEQ) DEQ does not recommend Exemption for the following reason(s):

5. _____ (Date and Initial DEQ) DEQ to send this form and results back to City to be processed.

6. _____ (Date and Initial City) City to contact Property Owner with decision to grant or deny exemption petition.

7. _____ (Date and Initial City) City to keep copy of form, lab report, tests and DEQ results and return originals to Property Owner.

8. If Exemption is granted by DEQ the Property Owner to decide if he/she wants to disconnect from city water and contacts City with his/her request to be processed as any other requested disconnection from city water.

ORDINANCE BILL NO. 7 FOR 2020

ORDINANCE NO. _____

AN ORDINANCE AMENDING SHMC CHAPTER 13.20 THAT PERTAINS TO CONNECTION TO WATER SYSTEM IN CRITICALLY AFFECTED CHEMICAL AREA

WHEREAS, Ordinance No. 1120 was passed in 1998 (and codified at SHMC Chapter 13.20) requiring properties that had wells in a given area of Sweet Home that were affected by a chemical spill to connect to the city water system;

WHEREAS, the area has been tested by DEQ and it has been determined that groundwater quality in parts of the area has improved to a point where some wells within the area may not be affected by chemical spill contaminants;

WHEREAS, this amendment will allow well owners an option to have their well tested to show that the well has a water quality concentration below the federal standard for the chemicals of concern so that the mandatory hookup requirement will no longer be required on said property;

Now therefore,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code 13.20.025 is hereby titled EXEMPTION FROM REQUIRED CONNECTION and created to read as follows:

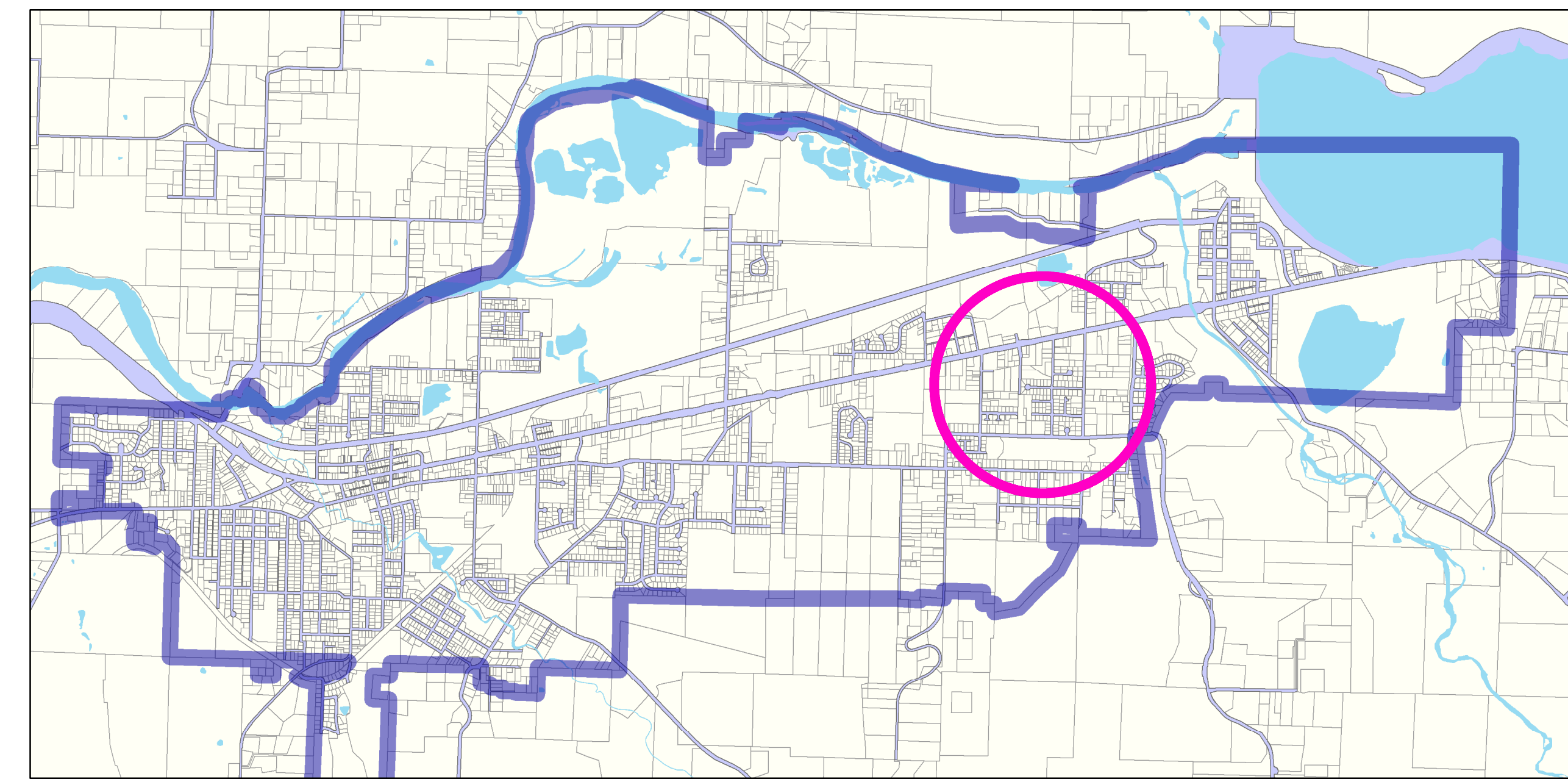
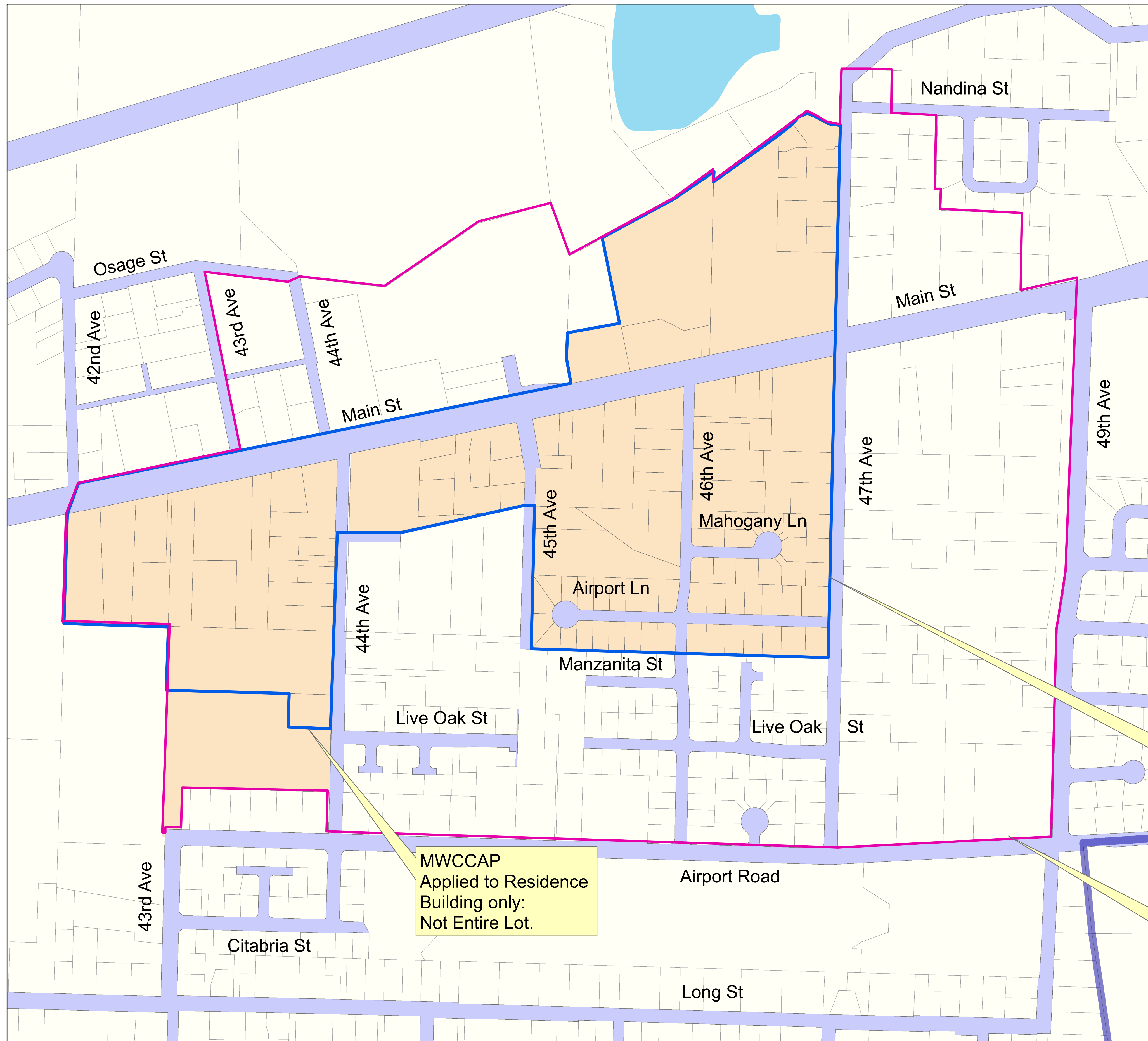
An owner of property located within the Critically Affected Area may petition the City for an exemption from the connection requirement, to allow use of well water at that property for domestic purposes. An exemption will be granted if the owner can demonstrate that the well water consistently does not contain concentrations of chemicals of concern above federal safe drinking water Maximum Contaminant Levels (MCLs). Chemicals of concern include tetrachloroethylene, trichloroethylene, and 1,1-dichloroethylene. At least two well water samples (one from the dry season-July through October-and one from the wet season-January through May) shall be tested and demonstrate that concentrations of chemicals of concern are consistently below the MCLs. Representative water samples must be collected by laboratory personnel or environmental professionals with experience in collecting water samples for testing of volatile organic compounds. Samples shall be analyzed by a laboratory accredited by the State of Oregon Laboratory Accreditation, using EPA Method 524.2 to test for volatile organic compounds, including the chemicals of concern. Detected concentrations of contaminants of concern must be below the respective MCLs for the dry and wet season samples.

PASSED by the Council and approved by the Mayor this _____ day of _____, 2020.

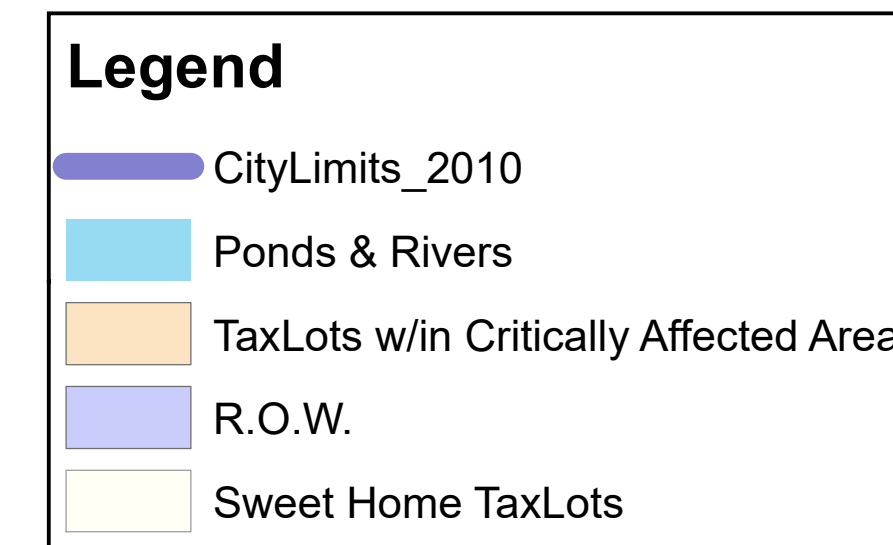
Mayor

ATTEST:

City Manager - Ex Officio City Recorder



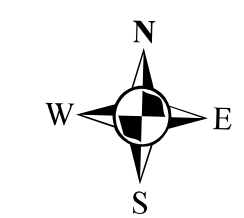
Vicinity Map



Note:
Critically Affected Area.
Area w/in Blue Line.

Note:
Water Distribution Project.
Area w/in Red Line.

MWCCAP
Applied to Residence
Building only:
Not Entire Lot.

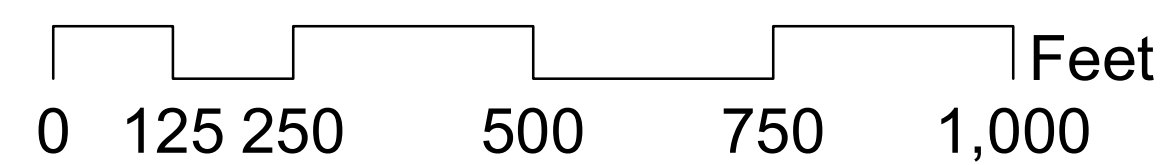


Midway Well Contaminated Corrective Action Project

Critically Affected Area

Sweet Home Municipal Code Chapter 13.20

1 inch = 200 feet





CITY OF SWEET HOME, OREGON

**REQUEST FOR PROPOSALS
for the
OPERATION, MAINTENANCE AND MANAGEMENT
of the
CITY'S WATER AND WASTEWATER TREATMENT
FACILITIES**

Closes 4:00 pm, _____, 2020

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1 Introduction

The City of Sweet Home (City) is soliciting proposals for a Treatment Facilities Contract Operator (Contractor) to provide treatment operations full-service operations, maintenance and management of the City's water and wastewater treatment facilities (Facilities) described in Section 1.4 as an independent contractor to the City.

This RFP, issued in accordance with the provisions of the laws of the State of Oregon and the City of Sweet Home, invites qualified firms (Proposers) to submit their Proposals to provide the services described. Subject to approval by the City, the contract term under consideration is for five years.

1.1 Background and Objectives

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,225. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

The City has an annual expenditure budget of over \$14.3 million with revenue from a variety of sources. The funding is derived primarily from property tax support, fees, grants and contracts.

The City owns and operates a number of public facilities including the following:

- Water treatment plant (Trident HS package filter).
- Water storage reservoirs (5), booster pump stations (2), and distribution system (54 miles of pipe).
- Wastewater treatment plant (activated sludge).
- Wastewater collection system (49 miles of gravity pipe).
- Storm water conveyance system discharging to Ames Creek, Wiley Creek, and the South Santiam River (42 miles of pipe and ditches).

The City has contracted out operations of the Facilities since 2006. The contract values including pass-through costs for the past three years are summarized below. The estimated contract value without pass-through costs is approximately \$750,000 annually. The existing contract included an annual repair budget of \$30,000.

Fiscal Year	Annual Fee
2017	\$1,030,359
2018	\$1,061,270
2019	\$1,093,108

The City is currently investigating various management options that include both contracted professional services and self-performance.

The objectives of potential continued outsourcing of operations include:

- Manage operations and maintenance of all Facilities as described in Section 1.4.
- Extend the useful life of the Facilities.
- Reduce total lifecycle costs of the Facilities.

- Minimize significant cost increase.
- Manage and maintain regulatory compliance.
- Provide technical assistance to address the City's existing assets, future capacity and regulatory issues.
- Provide operational coordination during construction of major facility upgrades as described in Section 1.4.1.

Full-service contract operations require the contractor to provide all staffing required to meet service deliverables. The contractor will be responsible for:

- All aspects of facility operation, maintenance and management. Costs including hiring, training and personnel administration.
- Furnishing and maintaining vehicles and light-duty vehicles to carry on daily operations.
- Maintaining all heavy-duty service trucks, land, buildings, improvements and permanent equipment. Equipment maintenance shall be performed by the contractor in accordance with the manufacturer's recommendations, and the contractor will be required to provide proof thereof to the satisfaction of the City.

Required capital expenditures will continue to be the responsibility of the City.

1.2 Purpose of Solicitation

In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Facilities by contracting with a firm having the technical and financial resources to perform the required operation, maintenance and management services.

The City's ultimate objectives for operation of the Facilities is to select a Contractor who will provide a strong technical support team, operate in compliance with state and federal regulations, and improve maintenance and operational efficiencies. The City is seeking a contractor experienced in developing and implementing plans that reduce exposure to risks related to regulatory compliance and safety.

1.3 Scope of Work

Attachment A presents the Scope of Work and is intended to establish the level of service for the proposed contract. The selected contractor shall be required to provide various services associated with all or a portion of the Facilities. This may include, but not be limited to:

- Labor and benefits.
- Process chemicals.
- Laboratory and analytical services.
- Biosolids disposal.
- Routine maintenance of facilities and associated equipment.
- Reporting to regulatory agencies.
- O&M management.
- Coordination with construction project personnel during significant wastewater treatment plant upgrades.

The contractor will be responsible for satisfying the State of Oregon regulatory requirements and for operating, maintaining and managing the Facilities in compliance with all other applicable local, state and federal laws and regulations. Services for the O&M and management of the Facilities shall be provided in a safe, secure, effective and efficient manner and shall meet

the highest standards prevalent in the industry.

The staff assigned as Direct Responsible Charge(s) for the Facilities and one maintenance technician shall be assigned full time to the Sweet Home project as described in Attachment A, Scope of Work.

Any non-mechanical (i.e., operational) event of the Facilities that results in a regulatory enforcement action during the period of the contracted services will be grounds to terminate the contract for cause.

Wastewater facility improvements are currently in design. Construction is expected to begin in early 2021 with completion in mid-2023. The City expects the contractor to provide adequate resources to maintain facility operation during the construction and commissioning phases.

The City anticipates a change in the scope of work as a result of the improvement project. The City and Contractor will develop a revised scope of work at a mutually agreed upon time.

1.4 Description of the Facilities

1.4.1 Wastewater Treatment Plant

The wastewater treatment plant, located at 1357 Pleasant Valley Rd, has a peak design capacity of 7 MGD and currently treats an average daily flow of 1.6 MGD. The wastewater treatment plant is operated under NPDES Permit # 101657 and currently consists of:

- Influent pump station
- Manual bar screens
- Aeration basins (complete mix)
- Secondary clarification
- Tertiary filters (traveling bridge)
- Chlorine disinfection
- Sulfur dioxide dechlorination
- Year-round outfall to the South Santiam River
- Aerobic digester (offline)
- Lime stabilization (offline)
- Solids dewatering (belt press)

Major plant upgrades for peak design capacity of 12 MGD are currently in design with construction anticipated in 2021-2023. Upon completion of the upgrades the wastewater treatment plant will consist of:

- Influent pump station
- Headworks (multirake screens)
- Grit removal
- Primary clarification
- Aeration basins (fine bubble)
- Secondary clarification
- Tertiary filters (cloth media)
- UV disinfection
- Year-round outfall to the South Santiam River
- Solids thickening (rotary drum)
- Anaerobic digestion

- Solids dewatering (screw press)

The City anticipates a change in the scope of work as a result of the improvement project. The City and Contractor will develop a revised scope of work at a mutually agreed upon time.

1.4.2 Water Production

The water production facilities consist of:

- Raw water intake in Foster Dam
- Air wash line and compressor building

1.4.3 Water Treatment Plant

The water treatment plant, located at 1500 47th Ave, has a design capacity of 6 MGD and currently treats an average daily flow of 1.2 MGD. The water treatment plant is operated under OAR 333 Division 61 and consists of:

- Raw water pump building
- Trident HS package filter trains (2 MGD each)
- Fluoridation
- Sodium hypochlorite disinfection

1.4.4 Reservoirs (City-Maintained)

Maintenance of the reservoirs is not included in the scope of services, however successful operation of the water treatment plant requires operating these City-maintained facilities via SCADA. The City will perform cleaning, inspection, and repairs. The contractor will produce water based on reservoir levels to maintain minimum storage for fire protection and provide adequate turnover rates.

- 49th Avenue Reservoir, 2 MG
- 10th Avenue Reservoirs, 0.3 MG, 0.7 MG, and 1.5 MG
- Strawberry Reservoir, 0.11 MG

2 Description of Procurement Process

2.1 Designated Contact

The designated contact for all inquiries regarding this solicitation is:

Steven L. Haney
Utility Manager
1400 24th Ave
Sweet Home, Oregon 97386
Email: shaney@sweethomeor.gov

The City has made pertinent information available to assist Proposers with preparing a proposal and developing an understanding of the water and wastewater operations, maintenance and management. Reference information regarding the Facilities is available on the City website RFP page at <https://www.sweethomeor.gov/rfps>.

Requests for additional information shall be directed to the designated contact. If the City

agrees to providing additional information, Proposers will be notified by addendum. Some information may not be available in an electronic format and Proposers will need to make arrangements to view the materials onsite.

2.2 Pre-Submission Facilities Tour

The City will conduct an optional tour of the Facilities upon request. Due to Oregon’s prohibition on gatherings over 10 people during the COVID-19 pandemic, each proposer will be allowed no more than 2 visitors to the site at a time. Proposers are encouraged to teleconference with additional staff. All proposers interested in attending a Facilities tour must email the designated contact no later than 4:00 p.m. _____ (date).

2.3 Inquiries

Questions concerning this RFP should be submitted in writing to the designated contact no later than 4:00 p.m. _____ (date).

2.4 Procurement Process and Schedule

A summary procurement schedule of the major activities associated with this solicitation process is presented below. This schedule is based on the City’s intent to enter into an agreement with the selected contractor by _____ (date).

Activity	Date
Issue RFP	date
Optional Facilities Tour	+ 10 days
Receive proposals from Proposers	+30 days
Select a contractor to begin negotiations	+60 days
Award contract	+90 days
Anticipated Start Date	+ _____ days

2.5 City Rights and Options

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

- To supplement, add to, delete from, and change this solicitation document.
- To determine which Proposer(s), if any, should be selected for interviews and/or negotiations.
- To reject any or all proposals, to delay or suspend the procurement, to re-advertise, or to cancel the procurement in accordance with ORS 279B.100, if that would be in the best interest of the City or the public.
- To supplement, amend, substitute, or otherwise modify this RFP at any time.
- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City’s sole view, to aid the review and

selection process.

- To conduct investigations with respect to the qualifications and experience of each Proposer.
- To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City.
- To require one or more Proposers to supplement, clarify or provide additional information in order for the City to evaluate the proposals received.
- To waive any informality, minor defect, or technicality in any proposal received.
- To negotiate a final contract that is in the best interest of the City and the public.

2.6 Expense of Submittal Preparation

The City accepts no liability for the costs and expenses incurred by the Proposers in responding to this RFP, preparing responses for clarification, attending interviews, participating in contract development sessions, or meeting and presentations required for the contract approval process. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.

2.7 Public Records

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to Oregon Public Records law, as qualified by ORS 279B.060(6) for similar personal services contracts. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the City's decisions in this regard.

If any submittal contains proprietary information, the Proposer must clearly label the specific portions sought to be kept confidential and specify the exemption that the Proposer is relying upon. Marking all, or substantially all of a response as confidential may result in the response being considered non-responsive by the City.

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

2.8 Equal Opportunity Requirements

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

2.9 Protests

2.9.1 Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-

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

2.9.2 Protests of Contract Award

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

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

(b) The reason for the protest is that:

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

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

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

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

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

3 Submittal of Proposals

3.1 General Instructions and Submittal Deadline

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of the proposal in a sealed envelope clearly marked: "Proposal for the Operation, Maintenance and Management of the City's Water and Wastewater Facilities." Proposals shall be submitted by 4:00 p.m. on _____, 2020 to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, Oregon 97386

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

3.2 Qualifications and Technical Proposal

The Qualifications and Technical Proposal document must provide the following information and shall be organized into the following sections:

- Cover Letter
- Executive Summary
- Qualifications
 - Corporate Profile & Legal Qualifications
 - Financial Qualifications
 - Technical Experience & Qualifications
- Key Personnel
- Project Staffing and Project Management Plan
- Project Approach and Technical Plans
 - Operational Approach
 - Maintenance Plan
 - Transition Plan
 - Operations During Construction Plan
- Price Proposal
 - Proposed Base Fee
 - Proposed Method of Future Price Adjustments
- Appendices (if applicable)

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

Failure of the Proposer to organize the information required by this RFP as outlined may result in the City, at its sole discretion, disqualifying the Proposer from further consideration.

3.2.1 Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy. The cover letter shall provide the name, address, telephone and email addresses of the Proposer. Limited to 2 pages.

3.2.2 Executive Summary

This section should provide a short overview of the proposal and value proposition to the City excluding pricing. Limited to 3 pages.

3.2.3 Qualifications

Proposers shall demonstrate their ability to undertake the City's project by providing the technical qualifications of the Proposer, individual team members and principal subcontractors, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting project references, accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following information to demonstrate its technical qualifications:

Corporate Profile & Legal Qualifications

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party. A project organization chart clearly delineating lines of authority within the organization is required.

- Identify when the Proposer was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
- Identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the Proposer and all major partners and subcontractors relative to the project shall be outlined in the proposal.
- Demonstrate good legal standing in Oregon and in home state (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- Identify the impact(s) of any adverse outstanding litigation.
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

Financial Qualifications

- Submit financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.
- Demonstrate the ability to furnish insurance coverage of the following:
 - Worker's Compensation \$2,000,000 policy limit and \$2,000,000 employee limit.
 - Business Automobile Liability \$2,000,000 combined single limit coverage.
 - Commercial General Liability \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - Pollution Liability \$2,000,000 per claim and aggregate
 - Umbrella Liability Coverage \$4,000,000 per claims and in the aggregate.

Technical Experience & Qualifications

- Provide information about the Proposer's overall experience with operating water and wastewater treatment facilities in the United States. Provide details (size, duration of relationship and processes utilized) on representative treatment facilities the Proposer operates under a private contract operations and maintenance arrangement in the United States.
- Have been in the business of providing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities for at least five years.
- Have existing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities that have been in effect for at least five years.
- Have operated treatment facilities in the United States for at least five years.
- Have operated facilities that are comparable in size, process and complexity to the City's current facilities as described in Section 1.4 and near future facilities as described in Section 1.4.1. Include descriptions of experience with SCADA systems, plant performance, efficient long term usage of resources/chemicals/utilities, Trident HS filters, engine generator sets, and biosolids land application. Describe applicability of past/current projects to the Sweet Home project.
- Have experience managing wastewater operations during the design and construction of new and/or expanded facilities. This experience should include working with design engineers and construction contractors. Provide at least two examples of similar projects.
- Have demonstrable process control experience optimizing the treatment process to reduce operating costs or minimize capital expenditure.

- Have demonstrable experience performing proactive maintenance to maximize equipment useful lifespans and reduce total lifecycle costs.
- Have the capability to provide additional resources to assist in technical troubleshooting and capital planning. Explain how these resources are sourced (i.e., from affiliate companies, subcontractors) and whether these services are provided as part of the services offered under the base operating fee or are additional billing.
- Have a strong record of health, safety and environmental compliance. Provide the Proposer's current OSHA recordable rate and Experience Modifier Rate (EMR) and information about any health, safety or environmental violations within the last five years. Describe the Proposer's approach to meeting and guaranteeing permit compliance. Proposer must have an EMR of less than 1.0.

3.2.4 Key Personnel

Provide information on the Proposer's management staff, how it is organized, and how it supports delivery of the proposed services to the City. Provide a clear delineation of responsibility & authority.

3.2.5 Project Staffing and Project Management Plan

Contractor shall provide a project staffing and project management plan intended to meet the service levels specified in Attachment A.

Describe the Proposer's approach to providing the management and staffing of the Facilities, including:

- Describe the key staff and the management team who will be directly responsible for delivering the service and meeting the City's objectives. Include project manager and full-time on-site manager(s) if different. Include a description of key staff's experience maintaining operations during major facility construction.
- Describe the Oregon certifications or reciprocity held by key staff.
- Describe the technical team that will support the Facility operation and maintenance, including off-site support staff expertise, capabilities and availability.
- Describe the proposed plan to staff the Facility.
- Describe the Proposer's plan to transition the management and operation of the Facility to the Proposer's control.

3.2.6 Project Approach and Technical Plans

In this section, Proposers will address their approach to operating, maintaining and managing the Facilities. These plans submitted in the proposal are preliminary documents that the selected Proposer will further develop for implementation as per Attachment A following contract award. It is expected that these plans submitted in the proposal will be based on company templates with some minor adaptation to the Sweet Home project to indicate how they will apply.

This section shall include:

- Operational Approach – describing how the Proposer will operate the Facilities daily to meet the objectives of this RFP. Include at minimum:
 - Approach to Facility operations, maintenance and management (including

- frequency & completeness of maintenance activities)
 - Approach to meeting regulatory NPDES & OHA requirements. Familiarity with agency reviews & permitting process.
 - Solids disposal
 - Odor & other nuisance abatement
 - Site housekeeping
 - Interaction and integration with the requirements/demands of the City's water distribution and wastewater collection systems and customers.
 - Approach to emergency situations
 - Measures for energy and chemical management
 - Measures for optimal utility and chemical use
 - Use of Asset Management/CMMS, SCADA, and other management software systems
- Maintenance Plan – describing how the maintenance of the Facilities will be managed and performed and the level of expertise that will be provided as a part of the base fee. Include at minimum:
 - Computerized maintenance management
 - Condition monitoring and operational assessment
 - Levels of service
- Transition Plan - describing how the Proposer will mobilize and take over the Facilities, including milestones and approximate timeline. Include at minimum:
 - Establishment of well planned, reliable and timely set of transitions
 - Availability of backup resources and expertise to augment onsite staff and/or temporarily fill positions
 - Achievable and desirable timelines
- Operations During Construction Plan - describing the Proposer's approach to maintaining operations of the Facilities during construction and commissioning of major wastewater Facilities improvements. Describe the Proposer's capacity and approach to working with design engineers and construction contractors.

3.3 Price Proposal

3.3.1 Proposed Base Fee

Provide the proposed base fee to provide services. The contract shall differentiate between the base fee and the repair budget as described below. Costs paid directly to vendors by the City are described in Attachment A, Section 1.13.

Base Fee

The annual base fee shall include the following:

- Personnel Services – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees. Include one full-time maintenance individual on site as specified in Attachment A.
- Chemicals – any chemicals used in the treatment process or for the maintenance of the Facilities, except bulk chemicals directly paid by the City as specified in Attachment A.
- Utilities - any utilities which are not specified in Attachment A as being directly paid by

the City.

- Facilities routine maintenance - Include routine tools and incidental consumable materials such as grease, bolts, gaskets, fuses, etc used in preventive, predictive, and minor corrective maintenance.
- Residuals disposal – Labor costs associated with residual disposal including biosolids, grit, screenings, and trash. Third party residuals hauling costs will be directly paid by the City as specified in Attachment A.
- Equipment – Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment. Include the maintenance of Contractor owned equipment.
- Information technology – Includes computers, tablets, software, and software licenses.
- Materials and Supplies – Including but not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplication and photo supplies, safety supplies, laboratory supplies, clothing and uniforms and other materials and supplies.
- Transition costs – Includes all costs associated with assuming management and operational control of the Facilities.

Repair Budget

The City has established \$50,000 as the first year repair budget for the Facilities. The repair budget will be negotiated annually.

Itemized invoices shall be submitted to the City monthly for reimbursement out of the repair budget. Requests for additional repair funds in excess of the repair budget may be considered on a case by case basis at City's sole discretion.

Repairs shall be charged to the repair budget according to the following four-tier plan:

- ≤ \$1,000 repairs per work order item are charged to the base fee and do not affect the repair budget.
- \$1,001 - \$3,000 repairs per work order item come out of the repair budget and do not require city approval.
- \$3,001 - \$5,000 repairs per work order item must be approved by the City with quotes prior to repair being completed.
- ≥ \$5,000 quotes per work order item are considered capital expenses and must be submitted to the city for pre-approval and bills for approved repairs sent directly to the City for payment. These bills do not come out of the repair budget.

The repair budget will include parts, components, equipment rentals, and specialty repair services. Labor costs for use of onsite staff shall not be charged to the repair budget. The repair costs associated with Contractor's use of offsite personnel and subcontractors shall be pre-approved by the City.

3.3.2 Proposed Method of Future Price Adjustments

Provide details on how the base fee will be adjusted to account for changes in the Proposer's operating costs.

4 Review and Evaluation

Each proposal will be reviewed for completeness and responsiveness to the RFP requirements. The selection will be based on the Proposer's demonstrated ability to technically and financially perform the services outlined in this document. Specifically, proposals will be evaluated and scored based upon the criteria presented in the subsequent paragraphs.

4.1 Evaluation Criteria

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

Completeness & Responsiveness (all must be yes)

- Timeliness of submittal
- Satisfies minimum qualifications
 - 5 yr experience
 - Good legal standing
 - Documentation of ability to provide required insurances
- Includes all required information
 - Corporate profile
 - Financial statements
 - Technical Experience & Qualifications
 - Staffing & Management Plan
 - Technical Plans
 - Proposed base fee & method of adjustment

Scoring Criteria

(8%) Corporate Information

Includes: 3.2.3 Qualifications (Corporate Profile & Legal Qualifications, Financial Qualifications)

(2%) Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

Includes: 3.2.3 Qualifications (Corporate Profile & Legal Qualifications)

(15%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements.

Includes: 3.2.3 Qualifications (Technical Experience & Qualifications)

(15%) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

Includes: 3.2.3 Qualifications (Technical Experience & Qualifications)

(20%) Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.

Includes: 3.2.4 Key Personnel, 3.2.5 Project Staffing and Project Management Plan

(20%) Proposed project management techniques.
Includes: 3.2.6 Project Approach and Technical Plans.

(20%) Cost Effectiveness
Includes: 3.3.1 Proposed Base Fee, 3.3.2 Proposed Method of Future Price Adjustments

4.2 Evaluation of Proposals

Each proposal will be reviewed against the terms of this RFP to determine if the submittal is complete and responsive and how well the Proposer satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this RFP. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City.

The City regards the submission of the proposal in response to the RFP as the most important factor in the selection of a Contractor to provide services for the operation, maintenance and management of the Facilities. The City reserves the right to reject any or all responses to the RFP and is under no obligation to award a contract, as determined to be in the best interest of the City and at City's sole discretion.

The City reserves the right to interview one or more of the highest ranking Proposers as part of the evaluation process. Results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal.

The City intends to conduct serial negotiations beginning with the highest ranked Proposer pursuant to ORS 279B060(8)(d). If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

The responsibility for the final selection and negotiation rests solely with the City, as determined to be in the best interest of the City.

5 Contract

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

The attached written agreement will incorporate this RFP and awardee's proposal. Negotiations may include cost and any other terms the City chooses to negotiate, in City's sole discretion.

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

ATTACHMENT A - SCOPE OF WORK

1 GENERAL

- 1.1 The Contractor will be responsible for all operations, maintenance and management duties required to ensure efficient and effective operation of the Facilities. These duties include, but are not limited to:
- Day to day operations and monitoring.
 - Performing scheduled preventive, predictive maintenance, and asset management functions to ensure the long-term efficient operation of facility infrastructure.
 - Performing scheduled and unscheduled maintenance, repairs, and replacements as needed on infrastructure components.
 - Maintaining operations and maintenance & repair records for all infrastructure components in electronic format.
 - Maintaining the inventory and electronic inventory records for the consumable supplies needed for system operations and maintenance.
 - On-going evolution and development of automated systems and capabilities
 - Preparation for anticipated new regulatory requirements
- 1.2 The operations will be performed to comply with all federal, state, and local laws and regulations. The Contractor shall also be responsible for operating, maintaining, and managing the Facility pursuant to the requirements in this scope of work.
- 1.3 Provide a site Manager who shall be empowered to act on behalf of the Contractor in accordance with the provisions of this Agreement, and who shall attend Owner's staff and council meetings when requested. The Contractor shall permit the Owner the right to review and approve the Project Manager whenever a change of persons in this position takes place.
- 1.4 Provide staff for operation of the facilities, as required by permit(s), seven (7) days per week, including response to emergency calls 24 hours per day, 7 days per week, within one hour of its occurrence. Contractor shall designate, as a minimum, one staff member as standby to respond to such calls.
- 1.5 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State of Oregon.
- 1.6 Contractor is required to be Direct Responsible Charge of the water and wastewater treatment facilities. As such the Contractor is required to maintain on site staffing to meet the requirements below within 30 days of notice to proceed. This staff shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission.
- One individual with Oregon DEQ Wastewater Treatment Grade IV certification AND One individual with Oregon OHA Water Treatment Grade Level III certification; OR
 - One individual possessing both of the above certifications.
- 1.7 Contractor is required to perform corrective and predictive maintenance, in addition to manufacturer recommended preventive maintenance. As such the Contractor is required to maintain on site staffing of one individual with Millwright certification or equivalent experience,

within 30 days of notice to proceed, who shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission. Labor costs for said staff shall be included in the annual operational base fee and shall not be charged to the repair budget.

- 1.8 The Contractor is required to maintain required certifications and fulfill system supervisory requirements. If the Contractor is unable to meet these requirements for more than 60 days, the Owner will consider such a breach of this contract and cause for termination.
- 1.9 Contractor shall develop and maintain an ongoing training program that provides cross-training and includes certification of its operators in both water and wastewater treatment.
- 1.10 Contractor agrees to provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented and demonstrate proficiency.
- 1.11 Contractor shall comply with all State and Federal Laws with regards to affirmative action provisions for minority hiring.
- 1.12 Contractor is responsible for paying all costs incurred to meet service levels described in this scope of work.
- 1.13 The Owner shall be responsible for direct payment of the following Facility operating costs:
 - Electricity
 - Natural gas
 - Internet, landline telephone, and SCADA communication services
 - Domestic garbage service
 - Residuals disposal hauling & tipping fees (biosolids, grit, and screenings)
 - Bulk chemicals as listed in sections 2.8 and 3.12.
- 1.14 Contractor is required to provide any vehicles required to execute scope of work. Contractor will coordinate with City to utilize City owned equipment such as forklift and Vactor for special projects.
- 1.15 Provide and document all Repairs for the Facilities. Conduct a "repair vs replace" analysis for all Repairs for the Facilities. Where Repairs are less than 40 percent (40%) of replacement costs, the item will normally be repaired. Where Repair cost are more than 40 percent (40%) of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to the Owner for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of Contractor's onsite personnel making such repair. However, due to the size, complexity, technical nature, or timing for completion of such Repairs, Contractor may subcontract such Repairs and charge such services to the Repairs budget. Contractor to provide Owner with a detailed monthly report and accounting of all Repairs.
- 1.16 Contractor shall budget for and manage the repair budget according to the following four-tier repair plan as described below.
 - ≤ \$1,000 repairs per work order item are charged to the operational budget and do not affect the repair budget.
 - \$1,001- \$3,000 repairs per work order item come out of the repair budget and do

not require city approval.

- \$3,001- \$5,000 repairs per work order item must be approved by the City with quotes prior to repair being completed.
- ≥ \$5,000 quotes per work order item are considered capital expenses and must be submitted to the Owner for pre-approval and bills for approved repairs sent directly to the city for payment. These bills do not come out of the repairs budget.

1.17 The total repairs budget shall be negotiated annually by the Owner and Contractor in advance of the development of the City's annual operating budget. The repairs budget will include parts, components and specialty repair services. Labor costs for use of onsite staff shall not be charged to the repair budget. The repair costs associated with Contractor's use of offsite personnel and subcontractors shall be pre-approved by the Owner. All repairs charged to the repair budget must be referenced to specific work orders and be itemized with receipts showing all costs charged. Itemized invoices shall be submitted to the Owner monthly for reimbursement out of the repair budget. Requests for additional repair funds in excess of the repairs budget may be considered on a case by case basis at Owner's sole discretion.

1.18 Contractor shall perform all maintenance activities in conformance with manufacturer recommendations unless pre-approved by the Owner. Contractor shall provide a monthly summary of activities including corrective, preventive, and predictive maintenance.

1.19 Maintain aesthetics of the Facilities; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of sewage, screenings, sludge, and other debris; settled grit, grease, and floatable material shall be cleaned and removed from lift station wet wells at the plants; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds; buildings, structures, equipment and piping shall be maintained and painted to minimize deterioration and corrosion. Submerged metal components require special preparation and painting techniques and are excepted from this provision.

1.20 Alter as needed, the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Three Thousand Dollars (\$3,000.00).

1.21 The cost of any capital improvement required at the Project to bring the facilities within Oregon OSHA compliance at commencement of services will be paid by the Owner. Any changes in Oregon OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes. Contractor is responsible for providing and maintaining personal protective equipment and associated materials and supplies.

1.22 Maintain all manufacturer warranties on new equipment purchased by the City for the Project and assist the Owner in enforcing existing equipment warranties and guarantees as such relate to the Facilities.

1.23 Perform process control observations and analyses to optimize efficient operations of the

Facilities. Inform the City whenever process control trending indicates a change in process performance outside of industry accepted statistical variation. Be a transparent partner and include the City in open discussions about process control methods and results to the satisfaction of the City.

- 1.24 Provide computerized maintenance, process control and laboratory management systems for the Project. City shall have access to data during normal business hours. The maintenance program will include a complete asset inventory and documentation of spare parts inventory. The systems shall be capable of providing historical data and trending.
- 1.25 Contractor shall prepare and submit all required reports to both regulatory agencies and to the City of Sweet Home. The City shall be copied on all regulatory correspondence. Reporting requirements include:
- Mandatory reporting to Client - Monthly report of activities and challenges.
 - Monthly/yearly NPDES reporting
 - Monthly/Yearly OHA Reports
 - Monthly/Yearly itemized invoicing detail for repairs with all charges tracked to work orders.
- 1.26 Contractor shall be a transparent partner by keeping the City advised of any operational difficulties so that additional resources and knowledge can be combined to each an efficient solution.
- 1.27 Place, at each permanently staffed project facility, a copy of Contractor's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement.
- 1.28 Contractor shall implement best practices while promoting innovation and continuous improvement. The following plans and topic areas shall be developed, maintained, and implemented as part of this agreement.
- a) A Customer Service Plan shall be submitted upon execution of contract. The plan shall describe the Contractors procedures for responding to calls during normal business hours, after hours and holidays. Procedures for responding to odor complaints and documentation of issue response and resolution.
 - b) A Safety and Security Plan shall be submitted within 45 days of contract effective date. An outline of this plan shall be included with the Proposal. The plan shall include but is not limited to the following elements:
 - Safety Facility Safety Inspections
 - Health and Safety Training
 - Exposure Control Plan
 - Personal Protective Equipment requirements
 - OSHA required programs
 - Accident Investigation
 - Safety Committee Training
 - Confined Space Entry
 - Facility Security procedures

- c) A Facilities Emergency Response Plan shall be submitted within 60 days of contract effective date. The plan shall include identification of potential emergencies, response procedures, preparation for and prevention of emergencies, incident management and a notification contact list.
- d) The Operations and Maintenance Plan shall be submitted within 90 days of contract effective date. An outline of this plan shall be submitted with the Proposal. The plan shall describe the Contractor's strategies and practices to manage the following:
- NPDES permit & Drinking Water compliance and reporting
 - Sanitary Sewer Overflow (SSO) response
 - Communication protocols
 - Record keeping and documentation
 - Operations and Maintenance database/software
 - Unit process operation goals and monitoring practices
 - System criticality and work prioritization
 - Standard Operating Procedures (SOP)
 - Process control plan
 - Laboratory QA/QC Plan
 - Sampling and analysis plan
 - Manufacturers manuals
 - Preventive maintenance practices
 - Predictive maintenance practices
 - Corrective maintenance plan
 - Plan for management of biosolids
 - Troubleshooting and contingency plans
 - Planned maintenance programs and plans, tank and wet well cleaning, painting, etc.
- e) A Staffing Plan shall for the Facilities shall be submitted within 30 days of contract effective date. The plan shall include the following elements:
- Organizational chart
 - Job classifications and descriptions
 - Experience and competency requirements
 - Primary job responsibilities
 - Staff schedules and "on call" coverage
 - Personnel costs
 - Incentives and recognition
 - Recruitment plan
- f) A Training Plan shall be submitted within 90 days of contract effective date. An outline of the plan shall be submitted with the Proposal. Topics shall include training specific to the Sweet Home Water/Wastewater system and include proficiency testing. Elements of the plan shall include the following:
- Regulatory compliance
 - System operation and process control
 - Maintenance procedures
 - Equipment troubleshooting and repair
 - Laboratory sampling and analysis

- Emergency response
 - Microsoft Office software
 - Administrative procedures
 - Safety
 - Operator certification
- g) A Repair and Replacement Plan shall be submitted within 120 days of contract effective date. Elements of the plan shall include the following:
- Computerized maintenance management
 - Condition monitoring and operational assessment
 - Levels of service
 - Repair and refurbishment
 - Capital replacement
 - Critical components and emergency spares
 - Asset Management
- h) A Transition Plan plan will be developed by the Owner and Contractor within 30 days of contract effective date. An outline shall be submitted with the Proposal that includes:
- Transition Team organization
 - Communication protocols
 - Functional transition start-up and contingency plans
 - Timelines and activities
 - Update Facility Plans
 - Staffing specifications and compensation package
 - Staff Recruitment
 - Operations, Maintenance and Management implementation
 - Administration and business processes
 - Maintenance management
 - Process control and laboratory
 - Performance monitoring
 - Health and Safety
 - Transfer material and support services contracts
 - Transfer emergency response responsibilities
 - Implement administrative, maintenance and operations software
 - Inventory transfer of materials, chemical, fuel inventory
 - Update Oregon DEQ contact and supervisory forms
 - Transfer NPDES permit responsibilities
 - Create first year operations and maintenance plan
- i) A Performance Management Plan shall be maintained for the Facilities. The plan will describe the Contractor's strategies for addressing the following areas:
- Alignment with City and department goals
 - Regulatory compliance
 - Wastewater system goals and objectives
 - Planning and scheduling
 - Monitoring and reporting

1.29 Additional services that are outside of this scope of work shall be documented and negotiated between the Contractor and Owner prior to commencing work.

2 WASTEWATER TREATMENT PLANT

2.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant(s) located at: 1357 Pleasant Valley Rd, Sweet Home, Oregon

2.2 Wastewater Treatment Plant Design Capacity is described as follows:

ADWF 1.38 mgd.
AWWF 2.68 mgd.
BOD, summer 1,900 lbs/day
BOD, winter 2,170 lbs/day

2.3 The current Wastewater Treatment Plant Loading is described as follows:

ADWF 0.74 mgd
AWWF 1.87 mgd
BOD, summer 1300 lbs/day Average. 4282 lbs/day Max
BOD, winter 1178 lbs/day average, 2687 lbs/day Max

2.4 Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES permit No. 101657, unless one or more of the following occurs:

- a. Plant influent does not contain adequate nutrients to support operation of the Plant's biological processes and/or contains biologically toxic substances that cannot be removed by the existing processes and facilities.
- b. Dischargers into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance.
- c. The flow, influent biochemical demand and/or total suspended solids exceeds the Plant's design parameters.

2.5 Operate the facilities in a manner such that odor and noise are minimized within the design capacity capabilities of the facilities. The cost for the future odor control and odor scrubbing devices to the facility will be treated as a Capital Improvement. The cost for any other upgrades or modifications to the facility above its capacity and specifications will also be treated as a Capital Improvement.

2.6 Prepare and submit to the Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Contractor shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Wastewater Treatment facilities.

2.7 Coordinate third-party disposal of dewatered sludge for disposal at Landfill.

2.8 Contractor shall maintain and manage inventory of following chemicals to ensure adequate amounts on hand to meet all operational treatment requirements:

- Hypochlorite
- Sulfur Dioxide
- Polymer
- Caustic

2.9 Where land application is used as the method for disposal of biosolids, Contractor shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, Contractor shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. Contractor may use the existing Owner secured permits and land application sites.

2.10 Perform all laboratory testing and sampling currently required by the NPDES permit. Develop and maintain adequate process control and analysis to demonstrate Facility performance. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

2.11 Perform laboratory sampling and analysis as required by the NPDES permit, Schedule B. Contractor shall submit a laboratory sampling and analysis plan to the Owner for approval prior to the notice to proceed.

2.12 Operational constraints to be considered with the WasteWater treatment plant.

3 WATER TREATMENT PLANT

3.1 All equipment, grounds and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant located at: 1500 47th Avenue, Sweet Home, Oregon.

3.2 Raw Water Quality and Finished Water Requirements of the Water Treatment Plant. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

3.3 System Demand. Contractor shall assume an average demand for water of 1.096 mgd and a peak daily demand of 2.304, at the commencement of this agreement. Contractor acknowledges that the Owner has the right to demand up to 2.304 mgd on any day and Contractor shall undertake, as and when needed, the necessary arrangements to assure that enough personnel are available to satisfy additional demand overtime. Any change of ten percent (10%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope, and an appropriate adjustment of fee shall be negotiated.

3.4 Contractor shall be responsible for meeting the water treatment performance standards established above, but shall not be responsible for events outside the control of Contractor, which include but are not limited to:

- Toxic materials contained in the raw water supply

- Raw water supply is insufficient to meet demand
- The demand for water exceeds the design capacity of the facilities specified.
- Vandalism
- Acts of God or Force Majeure events

3.5 Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. Contractor shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.

3.6 Provide for the disposal of sludges to existing permitted disposal sites. Any change in the Cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and CONTRACTOR agree that Owner is the Generator of the residuals.

3.7 Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations for the Existing Water Facility. Owner is responsible for any re-sampling that may occur in the event of a positive bacteria count including but not limited to additional manpower associated with additional sampling. Owner is responsible for all costs associated with sampling required by the State and Federal Safe Drinking Water Regulations for the Water Facility including but not limited to additional manpower associated with that sampling.

3.8 Laboratory testing and sampling required by the State and Federal Drinking Water Regulation on an infrequent or irregular basis will be invoiced to the Owner as a pass-through.

3.9 Contractor will collect and analyze two weekend distribution samples for free chlorine residual in the distribution system as requested by the Department of Human Services, Drinking Water Division.

3.10 Cleaning of backwash ponds will be conducted by Contractor personnel using Owner-provided equipment to a designated location within 300 feet of backwash ponds. Owner shall be responsible for all materials and the site at which the material is stored.

3.11 Source water to facility is provided by an inlet structure located at Foster Dam. This structure includes an air compressor building located on Foster Dam Rd, which services this inlet. Contractor will maintain daily operation of this facility, perform manufacturer recommended equipment maintenance, and endure all costs associated.

3.12 Contractor shall maintain and manage inventory of following chemicals to ensure adequate amounts on hand to meet all operational treatment requirements:

- Hypochlorite
- Fluoride
- Aluminum Chlorohydrate
- Soda Ash
- Polymer Coagulant

**Personal Services Contract for
Operations, Maintenance, and Management Services**

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between the City of Sweet Home, a municipal corporation in the State of Oregon, with its mailing address at 3225 Main St, Sweet Home OR, 97386 (hereinafter the "OWNER")

and

[_____], with its principal address at [_____]
(hereinafter "COMPANY").

WHEREAS, OWNER owns and provides for the operation of a wastewater system, including maintenance, repair, expansion administration, billing, collection, customer service and permitting functions]; and,

WHEREAS, OWNER owns and provides for the operation of a water system, including maintenance, repair, expansion administration, billing, distribution, customer service and permitting functions]; and,

WHEREAS, OWNER desires to employ Company to perform the [operation, maintenance, repair functions] for the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and COMPANY agree as follows:

1. General

1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Exhibit A.

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

- 1.3 Exhibit A – Definitions
- 1.4 Exhibit B – Oregon Public Contracting Requirements
- 1.5 Exhibit C – Scope of Services
- 1.6 Exhibit D – NPDES Permit and Wastewater Treatment Characteristics
- 1.7 Exhibit E – Request for Proposals
- 1.8 Exhibit F – COMPANY's Proposal

1.9 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.

1.10 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

- 1.11 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.12 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.
- 1.13 This Agreement, including Exhibits A through F, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "COMPANY" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.14 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.15 It is understood that the relationship of COMPANY to the OWNER is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that COMPANY is to supply professional engineering services to OWNER unless specifically stated in this Agreement to the contrary.
- 1.16 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.17 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.18 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Services and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.19 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.
- 1.20 The provisions of Sections 1 (General), 8 (Indemnity, Liability and Insurance), 9 (Term, Termination, and Default), and 10 (Disputes and Force Majeure) shall survive the expiration or termination of this Agreement.

- 1.14 This Agreement includes fulfilling the requirements identified in the Scope of Services listed in Exhibit C.
- 1.21 This Agreement may be executed and delivered (including by facsimile transmission, pdf or other means of electronic signature) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

2. COMPANY's Services – General

- 2.1 Within fifteen (15) days after COMPANY begins service under this Agreement, COMPANY will provide a physical inventory of the OWNER's equipment in use at the Project and a general statement as to the condition of each vehicle or piece of equipment.
- 2.2 COMPANY will provide OWNER with a physical inventory of chemicals and other consumables on hand when COMPANY begins services under this Agreement. COMPANY will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.
- 2.3 Visits may be made at a reasonable time by OWNER's officers so designated by the OWNER's representative. Keys for the Project shall be provided to OWNER by COMPANY for such visits. All visitors to the Project shall comply with COMPANY's operating and safety procedures.
- 2.4 In any emergency affecting the safety of persons or property, COMPANY may act without written amendment or change order, at COMPANY's discretion, to prevent threatened damage, injury or loss. COMPANY shall be compensated by OWNER for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include COMPANY's non-labor direct Costs for the emergency work. Nothing contained in this Section shall impose upon COMPANY a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon COMPANY any liability for errors and omissions.

3. COMPANY's Scope of Services – Wastewater & Water

- 3.1 Exhibit C shall apply to COMPANY's O&M services for the OWNER's wastewater treatment system and water treatment system.

4. OWNER's Duties

- 4.1 The OWNER shall fund all necessary Capital Expenditures, which will be performed by COMPANY under a written change order to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.10. Any loss, damage, or injury resulting from OWNER's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by COMPANY shall be the sole responsibility of OWNER.

- 4.2 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to COMPANY under this Agreement.
- 4.3 The OWNER shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon COMPANY's net income and/or payroll taxes for COMPANY employees. In the event COMPANY is required to pay any sales tax or use taxes on the value of the services provided by COMPANY hereunder or the services provided by any subcontractor of COMPANY, such payments shall be reimbursed by the OWNER unless the OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and COMPANY of the obligation for such taxes. In the event the OWNER furnishes an exemption certificate which is invalid or not applicable to services by COMPANY, the OWNER shall indemnify COMPANY for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of COMPANY's reliance on such certificate.
- 4.4 The OWNER shall provide COMPANY, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that COMPANY may discharge its obligations under this Agreement in the most cost effective manner.
- 4.5 OWNER warrants that during the interim period between the initial Project inspection by COMPANY and the Commencement Date, the plants, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed and there are no issues known to OWNER regarding the condition of the Project, and facilities composing the Project and/or any equipment used by the Project. OWNER warrants and agrees that it will turn over the plants, facilities and equipment to COMPANY in good working order and in compliance with the NPDES Permit(s) and all other applicable laws, rules and regulations.
- 4.6 The OWNER shall continue to be responsible and pay for the general administration and enforcement of (i) the water distribution and wastewater collection systems, and (ii) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.

5. Compensation

- 5.1 COMPANY's compensation under this Agreement shall consist of an Annual Fee. The Annual Fee for the period _____ through _____ shall be \$_____.
- 5.2 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or over time wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the OWNER for reimbursement
- 5.3 The Annual Fee shall be negotiated each year at least four (4) months prior to the anniversary of this Agreement's effective date. Should OWNER and COMPANY fail to

agree, the Annual Fee (and Maintenance and Repair Limit included therein) will be adjusted by multiplying the existing Annual Fee by the percentage increase in the Consumer Price Index for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics for the twelve (12) months prior to the beginning of the period for which an adjusted Annual Fee is being calculated not to exceed ____%.

6. Payment of Compensation

- 6.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- 6.2 All other compensation to COMPANY is due upon receipt of COMPANY's invoice and payable within thirty (30) days.
- 6.3 OWNER shall pay interest at an annual rate equal to _____, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

7. Scope Changes

- 7.1 A Change in Scope of services shall occur when and as COMPANY's costs of providing services under this Agreement change as a result of:
 - 7.1.1 any change in Project operations or personnel minimum qualifications, or other cost which is a result of an Unforeseen Circumstance;
 - 7.1.2 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Exhibit D); or increases or decreases of not less than ten percent (10%) in the raw water flow, or raw water characteristics as demonstrated by the twelve month average.
 - 7.1.3 OWNER's request of COMPANY and COMPANY's consent to provide additional services.
- 7.2 For Changes in Scope described in Sections 7.1.1 and 7.1.2, the Annual Fee shall be increased (or decreased) by an amount equal to COMPANY's additional (reduced) Cost associated with the Change in Scope plus ten percent (10%). Modifications of the Annual Fee as a result of conditions described in Section 7.1.2 shall be retroactive to the beginning of the twelve-month comparison period.
- 7.3 OWNER and COMPANY shall negotiate an increase in COMPANY's Annual Fee for Changes in Scope based on Section 7.1.3.

8. Indemnity, Liability and Insurance

- 8.1 During the term of this Contract, COMPANY shall maintain, at its own expense, the following types of insurance in the following amounts:
- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):
 - Worker's Compensation \$2,000,000 policy limit and \$2,000,000 employee limit.
 - Business Automobile Liability \$2,000,000 combined single limit coverage.
 - Commercial General Liability \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - Pollution Liability \$2,000,000 per claim and aggregate
 - Umbrella Liability Coverage \$4,000,000 per claims and in the aggregate.Coverage shall also include contractual liability coverage for the indemnity provided under this contract.
 - b. The limits required in this Section 8.1 may be met with a combination of underlying and umbrella coverage.
- 8.2 Except as required in 8.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 8.3 Policies shall provide that OWNER, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 8.4 All coverages under Section 8.1 shall be primary over any insurance OWNER may carry on its own.
- 8.5 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to OWNER and that are qualified to do business in the state of Oregon.
- 8.6 COMPANY shall furnish OWNER with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by OWNER, COMPANY shall furnish OWNER with executed copies of such policies of insurance. COMPANY shall furnish OWNER with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.
- 8.7 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the OWNER of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to

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

- 8.8 COMPANY, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.9 COMPANY warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. COMPANY shall indemnify OWNER for any liability incurred by OWNER as a result of COMPANY's breach of the warranty under this paragraph.
- 8.10 COMPANY hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from COMPANY's negligence or willful misconduct under this Agreement; provided, COMPANY shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 8.11 COMPANY shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after _____, 20[___], of the effluent quality requirements provided for in Exhibit D that are a result of COMPANY's negligence or willful misconduct.
- 8.12 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or COMPANY that are not a result of COMPANY's negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold COMPANY harmless from the payment of any such fines and/or penalties.

9. Term, Termination and Default

- 9.1 The initial term of this Agreement shall be _____ (___) years commencing _____ ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive terms of _____ (___) years each unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration.
- 9.2 Owner may terminate this Agreement for convenience with at least six (6) months prior written notice of termination. In the event that Owner terminates the Agreement in accordance with the terms of this section before the end of the 5 year contract term, Owner shall pay _____ a demobilization fee equal to ___% of the current base fee.
- 9.3 A party may terminate this Agreement for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by OWNER for nonpayment of COMPANY's invoices, in which case termination may be

immediate by COMPANY, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

- 9.4 In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, OWNER shall pay to COMPANY any funds identified in Section 7.2 that have not been paid to COMPANY through the date of termination.
- 9.5 Upon notice of termination by OWNER, COMPANY shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by COMPANY at request of OWNER, OWNER shall pay COMPANY such Cost within 15 days of invoice receipt.
- 9.6 Upon termination of this Agreement and all renewals and extensions of it, COMPANY will return the Project to OWNER in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by COMPANY for use in the operation or maintenance of the Project shall remain the property of COMPANY upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed COMPANY for the cost incurred to purchase the property or this Agreement provides to the contrary.

10. Disputes and Force Majeure

- 10.1 In the event activities by employee groups or unions cause a disruption in COMPANY's ability to perform at the Project, OWNER, with COMPANY's assistance or COMPANY at its own option, may seek appropriate injunctive court orders. During any such disruption, COMPANY shall operate the facilities on a best efforts basis until any such disruptions cease.
- 10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

11. Governing Law; Jurisdiction; Venue

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

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

CITY OF SWEET HOME

COMPANY

By: _____

By: _____
Authorized Signature

Name: Ray Towry

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Adopted & Approved by the Council.
City Manager approves as to form.

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the _____ (“OWNER”) in this transaction, hereby certifies that (s)he has examined the circumstances surrounding the selection of [COMPANY ENTITY] (“COMPANY”) and the award and letting of the foregoing contract to COMPANY by OWNER, and has found that said selection and award process comply with the procurement laws of the State of _____ and OWNER.

Counsel for OWNER

Date: _____

Exhibit A

Definitions

- A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.2 “Annual Fee” means a predetermined, fixed sum for COMPANY’s services. The Annual Fee includes Cost and profit.
- A.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER’s Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than One Thousand Dollars (\$1,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, nonroutine and budgeted by OWNER.
- A.5 “Commencement Date” shall mean _____.
- A.6 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.8 “Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by COMPANY to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.9 “Maintenance and Repair Limit” means the total Maintenance and Repair expenditures that COMPANY has included in the Annual Fee. Such expenditures exclude any labor costs for COMPANY’s staff assigned to the Project. COMPANY’s specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.10 “Project” means all equipment, vehicles, grounds, rights of way, and facilities described in Exhibit C and, where appropriate, the operations and maintenance of such.

- A.11 “Repairs” means those nonroutine/nonrepetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.12 “Unforeseen Circumstances” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, state, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of COMPANY; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

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Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

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

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

B.6 COMPANY shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such COMPANY, of all sums which the COMPANY agrees to pay for such services and all monies and sums which the COMPANY collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

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

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

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

B.11 The contract may be canceled at the election of OWNER for any willful failure on the part of COMPANY to faithfully perform the contract according to its terms.

B.12 COMPANY certifies compliance with all applicable Oregon tax laws, in accordance with ORS

305.385.

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

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Exhibit C
Scope of Services

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Exhibit D

NPDES PERMIT AND
WASTEWATER TREATMENT CHARACTERISTICS

C.1 COMPANY will operate so that effluent will meet the requirement of NPDES Permit No. 101657 (issued April 22, 2005), a full and complete copy of which is adopted by reference herein as of the date hereof. COMPANY shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are _____ million gallons of flow per day, _____ pounds of BOD₅ per day monthly average, _____ pounds of suspended solids per day on a monthly average and a daily peaking factor of _____ times flow; (4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond COMPANY's control.

C.2 COMPANY shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period.

C.3 The Annual Fee for services under this Agreement is based upon the following:

Project influent characteristics as best they can be established from the few records available:

Flow	0.0677 mgd
BOD ₅	92.1 lb/day monthly average
TSS	139.9 lb/day monthly average

_____ The above characteristics are the actual seven (7) months' average for the period ended. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 9).

Exhibit E
Request for Proposals

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Exhibit F
COMPANY's Proposal

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CITY OF SWEET HOME, OREGON

**REQUEST FOR PROPOSALS
CITY ENGINEER OF RECORD SERVICE**

Closes 4:00 pm, June _____, 2020

REQUEST FOR PROPOSALS CITY ENGINEER OF RECORD SERVICE

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Sweet Home (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to the items listed in Article I.D of this RFP. Services may include supervising work produced by City which is subject to ORS 672. Work shall be provided to City on an as-needed basis, as authorized by the City Manager or the City Manager's designee.

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

The City of Sweet Home is an Oregon municipal corporation with city limits covering approximately 6 square miles. The population of the City is approximately 9,225. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a City Manager form of government.

The City has an annual expenditure budget of over \$14.3 million with revenue from a variety of sources. The funding is derived primarily from property tax support, fees, grants and contracts.

The City currently contracts out Engineer of Record services with an expiration date of July 23, 2020. The City desires to evaluate the market of competitive companies to provide this service.

The City's day to day Planning and Public Works Engineering services are generally performed by City staff, with Oregon Cascades West Council of Governments contracted to provide additional Planning services. Due to demands on staff time or other factors City may require the City Engineer to perform general engineering services to assist with day to day issues at the City's discretion or to perform specific task-based engineering projects on the City's behalf.

Through the Public Works Department, the City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City Parks and general City-owned building maintenance.

The City owns and operates a number of public facilities including the following:

- A. Water treatment plant (Trident HS package filter, 6 mgd)

- B. Water storage reservoir (5), booster pump station (2), and distribution system (54 miles of pipe)
- C. Wastewater collection system (49 miles of gravity pipe).
- D. Wastewater treatment plant (activated sludge).
- E. Storm water conveyance system discharging to Ames Creek, Wiley Creek, and the South Santiam River (42 miles of pipe and ditches).
- F. Transportation system (44 centerline miles).
- G. Parks system (8 owned, 9 managed, 336 acres).

C. ANTICIPATED SELECTION SCHEDULE

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

• RFP Advertised	March 27, 2020
• Proposal Due Date	3:00 pm, June 11, 2020
• Selection Committee Evaluation	Week of April 29 – May 3, 2020
• Interviews (if needed)	Week of May 6 – 10, 2020
• Contract Approval	May 28, 2020
• Commencement of Contract	August 31, 2020

D. SCOPE OF SERVICES

- Serve as the City Engineer of Record.
- Consult with State and federal agencies having jurisdictional authority over the project as warranted. Work with City staff to review or complete federal, state or county permits, applications, or agency notifications.
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the City.
- Review City Council meeting packet material and comment as needed and/or requested.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Review contracts, intergovernmental agreements, and developer/construction agreements relative to public utilities (water, sewer, and storm sewer), transportation improvements and other general activities.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Identify needed code updates and long range needs. Perform updates as needed for Public Works-related ordinances, resolutions, construction specifications, and contracts (new or amendments) and ensure that same are prepared in compliance with the City Charter, ORS, and OAR.
- Assist with budgeting, planning, and rate studies. Review City rate structures and make recommendations.
- Serve as the City's representative as needed and/or requested during the review, plan approval, construction management, and project closeout phases of any development or

planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site specific developments. Provide written recommendations and/or conditions of approval from an infrastructure perspective when requested. Assist with providing construction oversight and inspection services of public improvements installed as part of private development projects.

- Work with architects, engineers and contractors concerning technical interpretations and applications of the City's Public Works ordinances, construction standards and specifications, laws, engineering codes and any other policy matter compliance.
- Provide infrastructure impact analysis.
- Establish and/or update system development charges.
- Update utility master plans and feasibility studies.
- Review engineering construction plans/design drawings and design calculations prepared by other professionals for conformance with state, county, and City requirements and sound engineering practices.
- Provide engineering for City facilities. Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform final construction observations and punch lists for completion of private developments and for City project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Provide various construction services for selected City public works construction and maintenance projects; e.g. project management, engineering design and construction specifications, pre-qualification, preparation of bid documents, solicitation, procurement, construction oversight/inspection, and as-builts.
- Subconsultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.
- It is further understood that in addition to the general and recurring activities listed above, ad hoc duties including verbal communications with the Mayor, City Council, City Manager, or authorized department heads and City employees in elements of prudent administration of the city's infrastructure systems.

The City Engineer reports directly to the Public Works Director. Much of the work occurs via telephone conferences and e-mail. Inquiries from the general public and/or press are outside the purview of the City Engineer. Any and all inquiries for the City Engineer's time shall be channeled through the Public Works Director or the City Manager, who must authorize such request prior to the City Engineer taking any action.

The City Engineer may be directed to undertake specific projects for the City that have a finite scope of work, are relatively large in scale, or for any other reason the City wishes to assign the work on a task-basis to the City Engineer. For such projects, the City Engineer shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal.

The City intends to undertake a number of projects over the next few years. These projects may include, but are not limited to:

- Water system projects.
- Review water distribution system; identify and design corrections to deficiencies.
- Street projects.
- I&I rehab projects.
- Establish and/or update system development charges.
- Update of system master plans.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home City Engineer of Record Proposal". Proposals shall be submitted by **3:00 p.m. on June 2020** to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386

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

B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

Greg Springman
Public Works Director
1400 24th Ave
Sweet Home, OR 97386
Email: gspringman@sweethomeor.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule OAR 137-048-0240.

Protests of Solicitation

Proposers are directed to the protest procedures contained in OAR 137-048-0240. Proposers may submit a written protest of anything contained in an RFP and may request a change to any provision, specification or Contract term contained in an RFP, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms.

Protests of Contract Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Engineering Services described in the RFP.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Sweet Home.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering;
 - Water distribution systems;
 - Municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - Activated sludge wastewater treatment with land applied effluent disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;

- Public Utility billing operations and maintenance; and,
- Public finance and infrastructure financing.
- Explanation of proposer’s workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer’s facilities and availability of support staff.
- Proof of Insurance of: \$2 million per occurrence/\$2 million aggregate comprehensive general liability insurance; \$2 million per occurrence professional liability insurance for errors and omissions; and automobile liability insurance. Proof of coverage by Workers’ Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon.
- A discussion of proposer’s use of local resources and community involvement.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer’s provision of professional engineering services to any private property owner or developer within the City’s jurisdictional boundaries.

F. PUBLIC RECORDS

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City’s notice of intent to award this contract is issued. Thereafter, except for information marked “Proprietary”, all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

G. COSTS

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

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.

- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(25)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(15)
3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	(10)
4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(10)
5) Familiarity with the City and City locale.	(10)
6) Distance from City.	(10)
7) Availability and capability to perform the engineering services described in this RFP on an ongoing basis, including flexibility to perform services on projects of projects of widely varying sizes.	(15)
8) References.	(5)
Maximum Total Points	100

C. SELECTION

The City is using a qualifications based selection (QBS) process as mandated for engineering contracts anticipated to exceed \$100,000 by ORS 279C.110. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, with an awardee recommendation.

If the Council does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a new engineering contract in place no later than August 31, 2020.

D. CONTRACT

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

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

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the City of Sweet Home will enter into a one (1) year agreement, which thereafter may be extended upon written consent of both parties for additional three (3) year terms.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

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

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

CITY OF SWEET HOME CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between the City of Sweet Home ("City") and _____ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to City Public Contracting Rules Division 48.

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

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

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

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Engineer's Proposal
- Exhibit E – Engineer's Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to _____, 20____, for an initial one (1) year term. Thereafter, it may be extended for an additional three (3) years upon written consent of both parties. Such extension(s) will consider adjustments to Engineer's schedule of charges attached within Exhibit E to this Agreement.

2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Engineer shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the _____ day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

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

4. Contractor Is an Independent Contractor

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

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:

City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer:

Phone: (_____) _____

Fax: (_____) _____

6. Indemnification

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

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

7. Insurance Requirements

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

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

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

\$2,000,000 – general aggregate

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

\$2,000,000 – umbrella liability coverage

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

- a. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- b. Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- c. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

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

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

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

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

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

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

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

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

9. Hours of Employment

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

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

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

12. Ownership of Work and Documents

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

13. Termination for Convenience

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

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

14. Termination for Cause

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

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

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

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

15. Termination for Default

Either City or Engineer may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written

notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

16. Remedies

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

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

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

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

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

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

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

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

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the

foregoing, Engineer expressly agrees to comply with: (i) ORS 659.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Engineer, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

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

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

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

21. Drawings, Specifications and Other Documents

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

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

23. Contract Performance

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

24. Access to Records

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

25. Representations and Warranties

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

26. City Obligations

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

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

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

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

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

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

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

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

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

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

27. Arbitration

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

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

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

28. Attorney Fees

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

29. Successors and Assigns; Subcontractors and Assignments

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

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

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

32. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

33. Force Majeure

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

34. Waivers

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

35. Severability

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

36. Headings

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

37. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any

modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

38. Authority

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

39. Certificate of Compliance with Oregon Tax Laws

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

CITY OF SWEET HOME

By: _____

Name: Ray Towry

Title: City Manager

Date: _____

ENGINEER

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

DRAFT

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, master plans, designs and construction administration.
 2. Consultation with the City Manager and staff members on specific problems related to the City's facilities.
 3. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 4. Project reviews, construction observation, and field surveying services.
 5. Miscellaneous technical services requested by the City Manager.
 6. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 7. Plan review.
 8. Feasibility studies and facilities plans.
 9. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect the Engineer's work or the City's projects, and public works.
- B. Basic engineering services. When authorized by the City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
 2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
 3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
 4. Preparation and submittal of proposed contract change orders.
 5. Preparation of monthly progress payments to the Contractor.
 6. Final review of the project by the Engineer.
 7. Final acceptance of the project by the Engineer and recommendations accordingly to the City.
 8. Submission to the City of final quantities and costs.
 9. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record

drawings” means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.

2. Redesigns – As ordered by the City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer’s services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations – including test borings, related analysis and recommendations by the Engineer.
 - c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
 - d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay Consultant's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS

305.385.

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

DRAFT

Exhibit C

Request for Proposal

DRAFT

Exhibit D
Engineer's Proposal

DRAFT

Exhibit E

Engineer's Schedule of Rates and Charges

DRAFT



REQUEST FOR COUNCIL ACTION

Title: Ordinance No. 6 for 2020 - Local Improvement District Amendments

Preferred Agenda: April 28, 2020 (1st Reading)
May 12, 2020 (2nd Reading)

Submitted By: City Attorney, Robert Snyder

Reviewed By: City Manager, Ray Towry

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

Relevant Code/Policy: Vision Statement III WE ASPIRE to provide viable and sustainable infrastructure

Towards Council Goal: Goal 2 section 1 Update and streamline

Attachments: Proposed Ordinance No. 6 for 2020 and SHMC Track Changes

Purpose of this RCA:

The purpose of this ordinance is to update [SHMC Chapter 3.16](#) pertaining to Local Improvement District (LID) procedures. A Local Improvement District is used by the city to help process the building and financing of improvements like water, sewer, streets etc. in a given area of Sweet Home and assessing each property in the area (district) benefited by the improvements.

Background/Context:

The City Council may have a LID before them to process in the near future. In reviewing the current [SHMC Chapter 3.16](#) setting forth the process for a LID some updates need to be looked at to see what the City wants for a LID. The proposed changes in the amendment ordinance presented herewith, are explained by Section as follows: (Please read the “track changes copy” of the current ordinance first to put the proposed amendments in context.)

Section 1. In [SHMC 3.16.010](#) the reference to “City Engineer” in the title is not needed since no City Engineer is referred to in the section. The word “survey” does not need to be in the ordinance since the city does not do an official survey in the LID (Local Improvement District) process but uses maps etc. to define the LID boundaries. In the section the reference to “lien” holder receiving notice like the owner would require the city to do title searches on each property which is not warranted. Unless the city does the lien search through a title company there is no guarantee that you will find the lien and if the city uses a title insurance company it will be costly. The code already requires notification to the owner of the property so that they can object to cost of the project if they think that is needed. I checked two other city codes and found that they only notify the owner in their LID process.

Section 2. In [SHMC 3.16.060 A](#) the removal of the words “and charge” has the Ordinance use the same words as the ORS.

Section 3. In [SHMC 3.16.060 B](#) the change is an update to match the current ORS.

Section 4. In [SHMC 3.16.100](#) the references to “having a lien” are to be removed on the same criteria as stated in Section 1 above for “lien” holder.

Section 5. In [SHMC 3.16.120](#), the last sentence of the section refers to a jury making a decision on an appeal. The fact is an appellant might choose to have the case decided by the Judge, so the amendment language reflexes both.

Section 6. In [SHMC 3.16.140](#) the reference to “and have deferred the sewer hookup charges and sanitary sewer systems development charges for sanitary sewer service to their residences.” in the section does not need to be in the code since it is in effect covered by the general reference to improvements referred to just before it in the same sentence. In talking with Joe, he thinks, the above specific words to the sewer were because when the LID ordinance was adopted that was the project that was then in the works.

Section 7. In [SHMC 3.16.160](#) first line of text refers to “charges” that have been deleted as referred to in Section 6.

Section 8. In [SHMC 3.16.160 C](#) the current code has a Senior Citizen deferral program that uses threshold numbers that have not been updated for a long time. I have checked nine cities and state law and none have in their LID sections a Senior Citizen deferral program. The Finance Director has comparable figures of \$18,210 for \$6,620 gross annual income; of \$24,462 for \$8,800 married couple and of \$1,100 for \$400 each dependent at today’s income levels.

Section 9. In [SHMC 3.16.170](#) the changes in this section are the same as in Section 6 referring to sewer charges that are not needed since general improvements are referred to in the same sentence.

Section 10. In [SHMC 3.16.180](#) the change is to remove the reference to “charges” since as stated above it has been removed and is covered by the reference to “assessment” therein.

Section 11. In [SHMC 3.16.190](#) the change is the same as Section 6 in regard to “charges” and the reference to “chapter” is changed to “Article II” because the section is referring to deferred assessments as set forth in said article.

Section 12. In [SHMC 3.16.200](#) the change is the same as Section 6 in regard to “charges.” and section 11 in regard to “Article II”.

The Challenge/Problem:

Should the city pass the proposed ordinance to update its LID code sections?

Stakeholders:

- **Property Owners:** The owners of properties in the LID area would have up to date figures to use for Senior Deferral status.
- **City Staff:** The City would be making its code reflect what process it is using to do a LID.

Issues and Financial Impacts:

There is a financial impact on deferring payments for Senior Citizens since repayment will not be made until a later specified pay off date.

Elements of a Stable Solution:

These proposed amendments reflect what the LID process is to entail and make the code reflect what the LID process is to be.

Options:

1. Do nothing. Leave the code as written.
2. Request staff to make additional revision. City Council to decide what amendments they want in the code, if any, and direct staff to revise the proposed ordinance.
3. Make a Motion to move Ordinance No. 6 for 2020 to third and final reading.

Recommendation:

Option 3: Make a Motion to move Ordinance No. 6 for 2020 to third and final reading.

📖 **CHAPTER 3.16: LOCAL IMPROVEMENT AND SPECIAL ASSESSMENTS**

Section

Article I. Generally

- [3.16.010](#) ~~City Report~~ ~~Report from City Engineer~~—Appointment of viewers—Recommendations.
- [3.16.020](#) Notices—Objections and claims.
- [3.16.030](#) Hearings—Estimated assessments—Increase in proposed assessments—Connection charge in lieu of assessment—Initiation of project.
- [3.16.040](#) Assumption of portion of cost by city.
- [3.16.050](#) Time of assessments—Assessment ordinance.
- [3.16.060](#) Lien recording—Collection of assessments.
- [3.16.070](#) Deficit assessment.
- [3.16.080](#) Rebate.
- [3.16.090](#) Abandonment of proceedings.
- [3.16.100](#) Curative provisions.
- [3.16.110](#) Bonding of improvements.
- [3.16.120](#) Appeal.
- [3.16.130](#) Reassessment—Appeals.

Article II. Senior Citizens

- [3.16.140](#) Purpose.
- [3.16.150](#) Definitions.
- [3.16.160](#) Qualifications.
- [3.16.170](#) ~~Deferral of assessments, and charges.~~
- [3.16.180](#) Investigation of status of land.
- [3.16.190](#) ~~Assessment and charges to be a lien.~~
- [3.16.200](#) Election.

ARTICLE I. GENERALLY

📖 § 3.16.010 ~~CITY REPORT~~ ~~REPORT FROM CITY ENGINEER~~—~~APPOINTMENT OF VIEWERS~~—~~RECOMMENDATIONS.~~

Whenever the Council shall deem it expedient to construct, alter, repair or improve any streets, sidewalks, curbing or gutter, or any sanitary sewer or storm drain, or to construct, alter, improve, repair or extend any water mains, lateral or other water pipe lines, or any other improvement provided for by O.R.S. 223.205, 223.387 and 223.805 to 223.880 and 223.930, for which it is anticipated special assessments will be levied, it shall direct the City Manager to have prepared a ~~survey and~~ plat of the project and a description of each lot, tract or parcel of land, or portion thereof, specially benefitted thereby, the description to be either a legal description or a reference to a recorded deed containing the legal description, with the name of the owner or owners and other persons who he or she may find to have any interest in ~~or lien upon~~ the property; a description of the boundaries of the district benefitted and to be assessed for the improvement, the description to be either a legal description or a map clearly showing the boundaries of the project district; and an estimate of the probable cost of the project, which estimate shall include legal, administrative and engineering costs attributable to the project. Thereupon, the City Council shall forthwith appoint, by resolution, three freeholders, who are qualified electors of the city, as viewers, who shall investigate the ~~survey, plat~~ and report and shall make recommendations to the Council with regard to the project together with a just estimated assessment of the benefits to the property that they determine to be specially benefitted by the project. The City Recorder shall act as Clerk for the viewers. (Ord. 1036, § 2R, 1991; Ord. 505, § 1, 1966)

§ 3.16.020 NOTICES—OBJECTIONS AND CLAIMS.

After the filing of the viewers' report, the Recorder shall cause a notice to be published for a period of two successive publications in the city's official newspaper stating that the report is on file in his or her office subject to examination, giving the date when the same was filed, the estimated probable cost of the proposed improvement, a statement of the properties proposed to be assessed therefor and identifying the district, and notifying all persons interested to present their objections to the report, if any they have, and that the objections, if any there be, will be heard by the Council on a date specified in such notice, not less than ten days after the date of the first publication of the notice. Similar notices shall be sent to the owner of each parcel of property benefitted, the notices to be sent by registered or certified mail.

(Ord. 505, § 2, 1966)

§ 3.16.030 HEARINGS—ESTIMATED ASSESSMENTS—INCREASE IN PROPOSED ASSESSMENTS—CONNECTION CHARGE IN LIEU OF ASSESSMENT—INITIATION OF PROJECT.

After the public hearing and after hearing any objections, if the Council finds the viewers' report to be reasonable and just, it may, by ordinance, establish the improvement district and may direct and order the work to be done. If it appears to the Council that the estimated benefits assessed are unreasonable, unjust or improper in any respect, it shall make what it may deem to be a reasonable, just and proper estimated assessment of benefits, and for that purpose it may require a supplementary or further report from the City Manager and/or viewers. When the Council, after the hearing, shall have ascertained what it deems to be a fair, just and proper estimated assessment of benefits, it may pass an ordinance specifying in detail the estimated assessments, which ordinance may be passed at any time after the hearing hereinbefore specified. But if the Council deems it just and proper to increase the amount of any proposed estimated assessment against any parcel of land embraced in the viewers' report, it shall fix a time for a further hearing with respect to the increase, cause the Recorder to send a notice by registered or certified mail to each person who is the owner of, or interested in, the property thus affected, stating what is proposed with respect to the property and giving the date of the further hearing. After the hearing, the Council may pass an ordinance establishing the improvement district and ordering the work to be done in the manner provided by § [3.16.040](#).

(Ord. 1036, § 2S, 1991; Ord. 505, § 3, 1966)

§ 3.16.040 ASSUMPTION OF PORTION OF COST BY CITY.

When, in the opinion of the Council, on account of topographical or physical layout, unusual or excessive public travel or other character of work involved, or when the Council otherwise believes the situation warrants it, it may contribute what it deems a fair proportion of the cost of the improvement from funds of the city; and the amount to be assessed to the property specially benefitted shall be proportionately reduced. The City Council may provide that certain portions of the projects may be met by funds of the city, with the balance to be paid by special assessments.

(Ord. 505, § 5, 1966)

§ 3.16.050 TIME OF ASSESSMENTS—ASSESSMENT ORDINANCE.

The City Council shall determine whether assessments are to be levied before the construction work is begun, based on the estimate of assessments, whether the assessments shall be levied after the work is completed and based on actual cost. If assessments are levied after the work is completed, based on actual cost, an ordinance shall be approved by the Council setting forth the actual costs to be assessed to each property.

(Ord. 505, § 7, 1966)

§ 3.16.060 LIEN RECORDING—COLLECTION OF ASSESSMENTS.

A. The Council, in the assessment ordinance, shall direct the recorder to enter in the docket of city liens a statement of the respective amounts of benefits assessed upon each parcel lot or

parcel of land with the names of the owners thereof. Upon each entry in the lien docket, the amounts so entered shall be a lien ~~and charge~~ upon the respective lots, tracts and parcels of land against which the same are placed. The liens shall be first and prior to all other liens that the law of Oregon will allow them to be against the property.

B. If the Council deems it more expedient, for the purpose of avoiding the necessity of a deficit assessment or rebate as hereinafter provided for when assessments are levied before the project is completed, it may delay the adoption of the ordinance and resolution until the completion of the project and the actual cost thereof and the amount of each assessment is known. The city may proceed to foreclose any lien to which it shall be entitled under this chapter 30 days after the same shall have been entered in the lien docket and arrangements are not made for payment thereof, or becomes delinquent, as provided for foreclosure of liens in O.R.S. 223.505 to ~~223.650~~223.595.

(Ord. 505, § 8, 1966)

§ 3.16.070 DEFICIT ASSESSMENT.

If the Council has the project done after assessments are levied, and if it be found afterwards that the amount previously assessed was insufficient to defray the expenses of the project, the Council may, by resolution, declare the deficit, and order the preparation of proposed deficit assessment, and set a public hearing date. The Recorder shall give notice thereof and of the hearing of objections thereto as above prescribed with reference to the original report, and the Council upon the hearing shall make a just and equitable deficit assessment. The deficit assessment shall be consolidated with the assessment in the lien docket.

(Ord. 505, § 9, 1966)

§ 3.16.080 REBATE.

If the assessments are levied before the project is done, and if, upon the completion of the project, it is found that the sum assessed therefor upon any property is more than sufficient to pay the cost thereof, the Council must ascertain and declare the same, and when so declared it must be entered as in case of a deficit in the docket of city liens, and thereafter the person who paid the surplus, or his or her legal representative, shall be entitled to the payment of the same by a warrant on the City Treasurer.

(Ord. 505, § 10, 1966)

§ 3.16.090 ABANDONMENT OF PROCEEDINGS.

The Council shall have full power and authority to abandon and rescind proceedings for projects hereunder at any time prior to the final consummation of the proceedings.

(Ord. 505, § 11, 1966)

§ 3.16.100 CURATIVE PROVISIONS.

No such assessment shall be invalid by reason of a failure to give, in any report, in the proposed assessment, in the ordinance creating the district making the assessment, in the final assessment ordinances, in the lien docket or elsewhere in the proceedings, the name of the owner of any lot, tract or parcel of land or the name of any person having ~~an~~ a ~~lien upon or~~ interest therein or by a mistake in the name of any such person or the entry of a name other than the name of the owner or other person having ~~an~~ a ~~lien upon or~~ interest in the property, or by reason of any error, delay, omission, irregularity or other act, jurisdictional or otherwise, in any of the proceedings or steps hereinbefore specified, unless it appears that reasonable notice has not been given of the hearing upon the proposed assessment or that the assessment as made, insofar as it affects the person complaining, is unfair and unjust, and the Council shall have power and authority to remedy and correct all such matters by suitable action and proceedings.

(Ord. 505, § 12, 1966)

§ 3.16.110 BONDING OF IMPROVEMENTS.

The provisions of O.R.S. 223.205 to 223.295 (which is known as the Bancroft Bonding Act) are adopted and made a part hereof by reference, except that the unpaid assessments shall bear interest at a rate to be determined by the City Council in its assessment ordinances. (Ord. 1036, § 2T, 1991; Ord. 794, § 1, 1980; Ord. 505, § 13, 1966)

§ 3.16.120 APPEAL.

Any person feeling aggrieved by assessments made, as provided in this chapter may, within 30 days from the making of the assessment by the Council, appeal therefrom to the Circuit Court of the State of Oregon for Linn County. Any number of persons interested may join in the appeal and the only question to be determined by the appeal shall be the question of the amount of the assessment. The notice of appeal shall be served upon the Mayor, Recorder or City Attorney. The appeal shall be heard and ~~determined~~determined, and the judgment thereon rendered and enforced so far as practicable in the same manner as an action at law. The decision of the Judge or verdict of the Jury shall be a final and conclusive determination of the matter of the assessment, except with respect to the city's right of reassessment as provided in this chapter. ~~The verdict of the jury shall be a final and conclusive determination of the matter of the assessment, except with respect to the city's right of reassessment as provided in this chapter.~~

(Ord. 505, § 14, 1966)

§ 3.16.130 REASSESSMENT—APPEALS.

A. Whenever an assessment for any local improvement which has been or may hereafter be made by the city has been or shall be hereafter set aside, annulled, declared or rendered void, or its enforcement refused by any court of this state, or any federal court, having jurisdiction therein, whether directly or by virtue of any decision of the court, or when the Council shall be in doubt as to the validity of the assessment or any part thereof, the Council may by ordinance make a new assessment or reassessment of the lots, blocks or parcels of land which have been benefitted by the improvement to the extent of their respective and proportionate shares of the full value thereof.

B. The reassessment shall be based upon the special and peculiar benefit of the improvement to the respective parcels of land assessed at the time of its original assessment. Interest thereon from the date of delinquency of the original assessment may be added at the discretion of the Council. The reassessment shall be made in an equitable manner, as nearly as may be in accordance with the law in force at the time it is made. But the Council may adopt a different plan of apportionment of benefits when, in its judgment, this is essential to secure an equitable assessment.

C. The proceedings required by this chapter to be had prior to the making of the original assessment shall not be required to be taken within the intent of this section.

D. Such reassessment shall be made and shall become a charge upon the property upon which the same is laid, notwithstanding the omission, failure or neglect of any officer, body or person to comply with the provisions of this chapter connected with or relating to the improvement and assessment and notwithstanding that the proceedings of the Council or any officer, contractor or other person connected with the work may have been irregular, or defective, whether the irregularity be jurisdictional or otherwise.

E. The Council shall by resolution declare the district that will be benefitted by the improvement for which the reassessment is made, and shall appoint a time and place not less than 20 days distant when it will meet for the purpose of making the reassessment. The Recorder shall give notice to the property owners within the reassessment district of the time and place fixed by the Council for making the reassessment in the manner provided for the original assessment, except that four successive published notices shall be given as required by O.R.S. 223.430. At the time appointed therefor, unless at such time the Council shall adjourn until a future time or day for such purpose or appoint another time therefor, and in such event at

such adjourned for further appointed meeting, the Council shall proceed to make such reassessment in the manner prescribed. The Council, in making the reassessment, shall give an opportunity to any property owner within the assessment district to appear and be heard in reference thereto. After having made the reassessment, the Council shall declare the same by ordinance and the same shall be a final determination of the regularity, ~~validity~~validity, and correctness of the reassessment except as herein otherwise provided. The reassessment shall be entered in the docket of city liens and shall be enforced and collected in like manner as ordinary assessments for local improvements are enforced and collected under this chapter. All sums paid upon the former assessment shall be credited to the property on account of which the same were paid as of the date of the payment.

F. The fact that the city may have sold any such property on the former assessment, or purchased the same for the amount thereof, shall not preclude the enforcement or collection of the reassessment.

G. Any person or persons may appeal to the Circuit Court of the State of Oregon for the County of Linn upon reassessment against any property owned by him or her, or in which he or she has an interest, in the same manner as provided for peals in § [3.16.120](#) and the appeal shall be subject to the provisions of § [3.16.120](#).

ARTICLE II. SENIOR CITIZENS

§ 3.16.140 PURPOSE.

~~The purpose of this article is to permit qualified senior citizens to have deferred the special assessments that may be levied against their residences for improvements. The purpose of this article is to permit qualified senior citizens to have deferred the special assessments that may be levied against their residences for improvements and have deferred the sewer hookup charges and sanitary sewer systems development charges for sanitary sewer service to their residences.~~

(Ord. 745, § 1, 1978)

§ 3.16.150 DEFINITIONS.

A **SENIOR CITIZEN** is a person who is 65 years of age or more at the time that the deferral of payment is granted.

(Ord. 745, § 2, 1978)

§ 3.16.160 QUALIFICATIONS.

To qualify for this senior citizens' assessment and charges deferral program:

A. The property to be assessed or served must be owned by a senior citizen; or, if owned by a husband and wife, then only one of them needs to be a senior citizen;

B. The property to be assessed or served must be the residence of the senior citizen; and

C. C. The senior citizen shall have a gross annual income not to exceed \$18,210 and if he or she is married, then their joint gross annual income shall not exceed \$24,462; and further, not to exceed an increase of more than \$1,100 for each additional dependent that is living with them at the time of the application and during the calendar year preceding the one in which the assessment is to be levied. ~~The senior citizen shall have a gross annual income not to exceed \$6,620 and if he or she is married, then their joint gross annual income shall not exceed \$8,800; and further, not to exceed an increase of more than \$400 for each additional dependent that is living with them at the time of the application and during the calendar year preceding the one in which the assessment is to be levied or the charges are imposed.~~ The gross annual income shall include the gain or loss from the sale or exchange of property and from the operation of a farm or business and shall include all other income. The gross annual income for the calendar year in which the application is made shall be estimated and shall be the amount used to determine whether or not the applicant is qualified. The current monthly income, the prospect for income in the calendar year, the gross annual income during the previous calendar year shall all be considered in estimating the gross annual income. The City Manager may require such information from the applicant as the City Manager deems necessary to make the estimate and the City Manager shall then determine the gross annual income of the applicant and whether or not he or she qualifies.

(Ord. 1036, § 2U, 1991; Ord. 745, § 3, 1978)

§ 3.16.170 DEFERRAL OF ASSESSMENT AND CHARGES.

To the extent that funds are conveniently available to the city, a qualified senior citizen may choose to have deferred the special assessment for improvements that is to be or has been levied against his or her residence, ~~and have deferred the sewer hookup charges and sanitary sewer systems development charges for sanitary sewer service to his or her residence.~~ The assessment may be deferred, even if a part thereof has been paid. The assessment shall bear interest at the rate of 7% per annum from the date that the assessment is levied against the residence and until paid, and shall become due when the property ceases to be the residence of

the senior citizen or his or her spouse. This may be by reason of the sale or rental of the property, or the death of both the senior citizen and his or her spouse, or for any other reason whatsoever.~~The assessments and charges may be deferred, even if a part thereof has been paid. The assessments and charges shall bear interest at the rate of 7% per annum from the date that the assessment is levied against the residence, or the charges are imposed, and until paid, and shall become due when the property ceases to be the residence of the senior citizen or his or her spouse. This may be by reason of the sale or rental of the property, or the death of both the senior citizen and his or her spouse, or for any other reason whatsoever.~~

(Ord. 745, § 4, 1978)

§ 3.16.180 INVESTIGATION OF STATUS OF LAND.

As frequently as appears appropriate, the City Manager shall review the county records relating to ~~deferred special~~ a deferred special assessment ~~assessments and charges~~ and shall also make such investigations as appear appropriate to learn of any other material changes in the status of the subject land.

(Ord. 745, § 5, 1978)

§ 3.16.190 ASSESSMENT AND CHARGES TO BE A LIEN.

Any assessment that is deferred by the terms of this Article II shall become a lien on the land just as though this Article II had not been adopted. When the assessment becomes due by the terms of SHMC 3.16.170 of this Article II, it may be enforced and collected as though it had not been deferred.

~~Any assessment and charges that are deferred by the terms of this chapter shall become a lien on the land just as though this chapter had not been adopted. When the assessments and charges become due by the terms of § 3.16.170 of this chapter, they may be enforced and collected as though they had not been deferred.~~

(Ord. 745, § 6, 1978)

§ 3.16.200 ELECTION.

A qualified senior citizen, who elects to have an assessment ~~or charges~~ deferred pursuant to the provisions of this Article II~~this chapter~~, shall enter into a contract with the city, as may be required by the city.

ORDINANCE BILL NO. 6 FOR 2020

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING SHMC CHAPTER 3.16 PERTAINING TO LOCAL IMPROVEMENT DISTRICTS

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Section 3.16.010 titled REPORT FROM CITY ENGINEER-APPOINTMENT OF VIEWERS-RECOMMENDATIONS. is changed to read CITY REPORT-APPOINTMENT OF VIEWERS-RECOMMENDATIONS. and is amended by removing therefrom the words “survey and” and “or lien upon” in the first sentence and by removing the word and comma “survey,” in the second sentence of the section.

Section 2. Sweet Home Municipal Code Subsection 3.16.060 A. second sentence is amended by removing therefrom the words “and charge”.

Section 3. Sweet Home Municipal Code Subsection 3.16.060 B. last sentence is amended by removing therefrom ORS reference “223.595” and inserting ORS reference “223.650”.

Section 4. Sweet Home Municipal Code Section 3.16.100 is amended by removing therefrom the words “a lien upon or” where it appears twice therein and inserting the word “an” in place thereof.

Section 5. Sweet Home Municipal Code Section 3.16.120 last sentence is amended to read as follows:

The decision of the Judge or verdict of the Jury shall be a final and conclusive determination of the matter of the assessment, except with respect to the city’s right of reassessment as provided in this chapter.

Section 6. Sweet Home Municipal Code Section 3.16.140 is amended to read as follows:

The purpose of this article is to permit qualified senior citizens to have deferred the special assessments that may be levied against their residences for improvements.

Section 7. Sweet Home Municipal Code Section 3.16.160 the first line of text is amended to read as follows:

To qualify for this senior citizens’ assessment deferral program:

Section 8. Sweet Home Municipal Code Subsection 3.16.160 C. the first sentence is amended to read as follows:

C. The senior citizen shall have a gross annual income not to exceed \$18,210 and if he or she is married, then their joint gross annual income shall not exceed \$24,462; and further, not to exceed an increase of more than \$1,100 for each additional dependent that is living with them

at the time of the application and during the calendar year preceding the one in which the assessment is to be levied.

Section 9. Sweet Home Municipal Code Subsection 3.16.170 titled DEFERRAL OF ASSESSMENT AND CHARGES. is changed to read DEFERRAL OF ASSESSMENT. and is amended to read as follows:

To the extent that funds are conveniently available to the city, a qualified senior citizen may choose to have deferred the special assessment for improvements that is to be or has been levied against his or her residence. The assessment may be deferred, even if a part thereof has been paid. The assessment shall bear interest at the rate of 7% per annum from the date that the assessment is levied against the residence and until paid, and shall become due when the property ceases to be the residence of the senior citizen or his or her spouse. This may be by reason of the sale or rental of the property, or the death of both the senior citizen and his or her spouse, or for any other reason whatsoever.

Section 10. Sweet Home Municipal Code Section 3.16.180 is amended by removing therefrom the words “deferred special assessments and charges” and inserting the words “deferred special assessment” in place thereof.

Section 11. Sweet Home Municipal Code Section 3.16.190 titled ASSESSMENT AND CHARGES TO BE A LIEN. is changed to read ASSESSMENT TO BE A LIEN. and is amended to read as follows:

Any assessment that is deferred by the terms of this Article II shall become a lien on the land just as though this Article II had not been adopted. When the assessment becomes due by the terms of SHMC 3.16.170 of this Article II, it may be enforced and collected as though it had not been deferred.

Section 12. Sweet Home Municipal Code Section 3.16.200 is amended to read as follows:

A qualified senior citizen, who elects to have an assessment deferred pursuant to the provisions of this Article II, shall enter into a contract with the city, as may be required by the city.

PASSED by the Council and approved by the Mayor this _ day of _____, 2020.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Ordinance No. 8 for 2020 -Text Amendments to Title 15.12 Flood Hazard Area Regulations

Preferred Agenda: April 28, 2020 (1st Reading)
May 12, 2020 (2nd Reading)

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: SHMC 16.08.020 Amendment, SHMC 17.12.020 Public Hearings on Amendments

Towards Council Goal: Goal #2 – Be an effective and efficient government. Vision Statement #3 – WE ASPIRE to have an effective and efficient local government.

Attachments: LA 20-01 Staff Report, Attachment A, Attachment B, Attachment C, Ordinance Bill No. 8 for 2020

Purpose of this RCA:

The purpose of this RCA is to present Ordinance Bill No. 8 for 2020 for the first reading. This ordinance would adopt text amendments (LA 20-01) to the Flood Hazard Area Regulations, which are Title 15.12 of the Sweet Home Municipal Code (SHMC).

Background/Context:

This legislative amendment, LA 20-01, replaces Sweet Home Municipal Code (SHMC) Chapter 15.12 with the attached ordinance. The proposed text amendments were identified by a Department of Land Conservation and Development (DLCD) review and the text amendments are required for compliance with minimum National Flood Insurance Program (NFIP) and state standards.

This proposal amends SHMC Chapter 15.12.

The following is a timeline of meetings associated with this project:

- February 3, 2020: Oregon State Model Flood Ordinance introduced to the Planning Commission by staff: Updates to Title 15.12 of the SHMC.
- February 7, 2020: Staff submitted the online Post-Acknowledgement Plan Amendment (PAPA) to the Department of Land Conservation District (DLCD).
- March 2, 2020: Planning Commission Work Session: staff presented an overview of the Federal Emergency Management Agency (FEMA) update process to the Planning Commission.
- March 6, 2020: Notice of the proposed legislative amendments sent to City Staff and the New Era.

- March 10, 2020: City Council Work Session: Staff introduced the need for amendments to the Flood Hazard Area Regulations and the process for making the amendments to the City Council.
- March 11, 2020: Notice of the proposed legislative amendment and scheduled public hearings published in the New Era.
- April 6, 2020: The Planning Commission held a Public Hearing on the proposed text amendments. The Planning Commission voted to recommend that the City Council adopt the proposed amendments.
- April 14, 2020: The City Council held a Public Hearing that was continued until April 28, 2020.

The Challenge/Problem:

The question before City Council is whether the attached ordinance adequately implements the text amendments to the Sweet Home Municipal Code that were approved by the Planning Commission at the April 6, 2020 Public Hearing.

Stakeholders:

- City of Sweet Home Residents – The proposed text amendments benefit residents by ensuring that their properties are eligible for flood insurance
- Property Owners: benefit by being eligible for flood insurance.
- Developers: benefit by being eligible for flood insurance.

Issues and Financial Impacts:

Financial Impacts:

1. Compliance with the National Flood Insurance Program allows property owners to maintain their flood insurance policies. Noncompliance will negatively affect property values.

Elements of a Stable Solution:

Adoption of the attached ordinance is a key element of a stable solution. The text amendments to the SHMC would create local standards that are consistent with the vision for the community as reflected in the review by both the Planning Commission and City Council.

Options:

1. *Motion to move Ordinance Bill No. 8 for 2020 to third and final reading and conduct a roll call vote.*
2. *Remand Ordinance Bill No. 8 for 2020 to staff and Planning Commission for revisions (specify).*
3. *Take no action; leave the code as is.*
4. *Other*

Recommendation:

Staff recommends option 1: *Motion to move Ordinance Bill No. 8 for 2020 to third and final reading and conduct a roll call vote.*



Community and Economic Development Department

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5113
www.sweethomeor.gov

Legislative Amendment (LA) 20-01

This legislative amendment, LA 20-01, consists of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC). The proposed text amendments were identified by a Department of Land Conservation and Development (DLCD) review and the text amendments are required for compliance with minimum National Flood Insurance Program (NFIP) and state standards.

This proposal includes amendments to following sections of the SHMC 15.12: 15.12.010 Statutory Authority; 15.12.020 Statement of Purpose; 15.12.025 Methods of reducing flood losses; 15.12.030 Definitions; 15.12.060 Abrogation and greater restrictions; 15.12.100 Designation of Building Official as local administrator; 15.12.110 Application for a Building Permit, 15.12.120 Duties and responsibilities of Building Inspector; 15.12.130 General Standards; 15.12.140 Lands to which chapter applies; 15.12.170 Appeal Board; 15.12.150 Floodways; and 15.12.190 Penalties for noncompliance.

FILE NUMBER: LA 20-01

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code Section(s): 15.12

PLANNING COMMISSION HEARING DATE & TIME: April 6, 2020 at 6:30 PM

LOCATION: City Hall Council Chambers 3225 Main Street, Sweet Home, Oregon 97386

CITY COUNCIL HEARING DATE & TIME: April 14, 2020 at 6:30 PM

LOCATION: City Hall Council Chambers 3225 Main Street, Sweet Home, Oregon 97386

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

REPORT DATE: March 30, 2020

Attachment A: Draft Ordinance

**CITY OF SWEET HOME
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE SWEET HOME MUNICIPAL CODE CHAPTER 15.12 -
FLOOD HAZARD AREA REGULATIONS**

WHEREAS, the State of Oregon has, in ORS 197.175, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, these floodplain management regulations include Sweet Home Municipal Code Chapter 15.12, the FEMA Flood Insurance Study dated September 29, 2010 and the revised date December 27, 2012, and the Flood Insurance Rate Maps dated September 29, 2010;

WHEREAS, after coordination between the State Department of Land Conservation and Development and the City, and as a member of the National Flood Insurance Program (NFIP), the City initiated these text changes to SHMC Title 15, Chapter 15.12, to amend the City Flood Hazard Area Regulations;

WHEREAS, pursuant to ORS 197.610, the City provided DLCD with Form 1 notice of these proposed SHMC Title 15, Chapter 15.12, text changes on February 7, 2020;

WHEREAS, the Planning Commission held a public work session on March 2, 2020, to provide an open forum for discussion of the amendments to Chapter 15.12;

WHEREAS, the City Council held a public work session on March 10, 2020, to provide an open forum for discussion of the amendments to Chapter 15.12;

WHEREAS, the Planning Commission held a public hearing on April 6, 2020 for the proposed amendments to Chapter 15.12;

WHEREAS, the Planning Commission followed the text amendment procedures under YMC 9.84.020 and has provided a report to the City Council along with its recommendation to consider the proposed text changes;

WHEREAS, the City Council held a public hearing on these proposed text changes on April 14, 2020;

NOW THEREFORE, the City of Sweet Home ordains as follows:

Section 1. Sweet Home Municipal Code Chapter 15.12, Flood Hazard Area Regulations

CHAPTER 15.12 – FLOOD HAZARD AREA REGULATIONS

15.12.010 STATUTORY AUTHORIZATION

The State of Oregon has in ORS 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Sweet Home does ordain as follows:

15.12.015 FINDINGS OF FACT

- A. The flood hazard areas of City of Sweet Home are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

15.12.020 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a special flood hazard area
- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

15.12.025 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage;
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

15.12.030 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.

Appeal: A request for a review of the interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding: A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard".

Base flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Building: See "Structure."

Critical facility: Means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Flood or Flooding:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM): The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS): See "Flood elevation study".

Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port

facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC): Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

- (a) **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
- (b) **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
- (c) **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
- (d) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing

structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.

- (e) **Letter of Map Revision (LOMR):** A LOMR is FEMA’s modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
- (f) **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA’s modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
- (g) **PMR:** A PMR is FEMA’s physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured dwelling: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".

Manufactured dwelling park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

Mean sea level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction: For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by City of Sweet Home and includes any subsequent improvements to such structures.

Recreational vehicle: A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area: See "Area of special flood hazard" for this definition.

Start of construction: Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance: A grant of relief by City of Sweet Home from the terms of a flood plain management regulation.

Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

GENERAL PROVISIONS

15.12.040 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of City of Sweet Home.

15.12.050 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for "Flood Insurance Study for Linn County, Oregon and Incorporated Areas", dates of September 29, 2010 and the revised date December 27, 2012, with accompanying Flood Insurance Rate Maps (FIRMs) 41043C0895G, 41043C0911G, 41043C0912G, 41043C0913G, 41043C0914G, 41043C0916G, 41043C0917G, 41043C0918G, and 41043C0919G are hereby adopted by reference and declared to be a part of this ordinance. The FIS and FIRM panels are on file at City of Sweet Home City Hall, 3225 Main Street, Sweet Home, Oregon.

15.12.055 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in ORS 455 that the City of Sweet Home administers and enforces the State of Oregon Specialty Codes, the City of Sweet Home does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

15.12.060 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

A. COMPLIANCE

All development within special flood hazard areas is subject to the terms of this ordinance and required to comply with its provisions and all other applicable regulations.

B. PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation and may be prosecuted under the provisions of Sweet Home Municipal Code Chapter 9.36 and any amendments thereto. Abatement of the violations of this Sweet Home Municipal Code Chapter 15.12 can be accomplished by any remedy open to the city, including using the procedures set out in Sweet Home Municipal Code Chapter 8.04 for abatement of nuisances. Each day that a violation exists is a separate offense. Nothing contained herein shall prevent the City of Sweet Home from taking such other lawful action as is necessary to prevent or remedy any violation.

15.12.065 ABROGATION AND SEVERABILITY

A. ABROGATION

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

B. SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

15.12.070 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.12.080 WARNING AND DISCLAIMER OF LIABILITY

A. WARNING

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of

special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

B. DISCLAIMER OF LIABILITY

This ordinance shall not create liability on the part of the City of Sweet Home, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

15.12.100 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Manager, and the City Manager's designee, is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

15.12.120 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:

A. PERMIT REVIEW

Review all development permits to determine that:

1. The permit requirements of this ordinance have been satisfied;
2. All other required local, state, and federal permits have been obtained and approved.
3. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section **15.12.180** are met; and
4. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of sections **15.12.120(G)**; and
5. Provide to building officials the Base Flood Elevation (BFE) and freeboard, applicable to any building requiring a development permit.
6. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section **15.12.030**.
7. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section **15.12.120(A)**.

8. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

B. INFORMATION TO BE OBTAINED AND MAINTAINED

The following information shall be obtained and maintained and shall be made available for public inspection as needed:

1. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with section **15.12.120(G)**.
2. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections **15.12.180 and 15.12.120(B)** are adhered to.
3. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
4. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
5. Maintain all Elevation Certificates (EC) submitted to City of Sweet Home;
6. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section **15.12.150(G)**.
7. Maintain all floodproofing certificates required under this ordinance;
8. Record and maintain all variance actions, including justification for their issuance;
9. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section **15.12.180**.
10. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section **15.12.120(F)**.
11. Maintain for public inspection all records pertaining to the provisions of this ordinance.

C. COMMUNITY BOUNDARY ALTERATIONS

The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

D. WATERCOURSE ALTERATIONS

Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

- A. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
- B. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section **15.12.120(E)**. Ensure compliance with all applicable requirements in sections **15.12.120(E)** and **15.12.150(A)**.

E. REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- 1. Proposed floodway encroachments that increase the base flood elevation; and
- 2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR-f

The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

F. SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS

Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section **15.12.120(B)**. Conduct Substantial Damage (SD) (as defined in section 2.0) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section **15.12.050**) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

15.12.130 ESTABLISHMENT OF DEVELOPMENT PERMIT

A. FLOODPLAIN DEVELOPMENT PERMIT REQUIRED

A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section **15.12.050**. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section **15.12.030**, including fill and other development activities.

B. APPLICATION FOR DEVELOPMENT PERMIT

Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically the following information is required:

1. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section **15.12.120(B)**.

2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
3. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section **15.12.170(C)(3)**.
4. Description of the extent to which any watercourse will be altered or relocated.
5. Base Flood Elevation data for subdivision proposals or other development when required per sections **15.12.120(A)** and **15.12.150(F)**.
6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
7. The amount and location of any fill or excavation activities proposed.

15.12.140 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

A. CONDITIONS FOR VARIANCES

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections **15.12.140 (3) and (5), and 15.12.140(C)**. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section **15.12.140(2) – (4)** are met, and the structure or other development is

protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.’

B. APPEAL BOARD

1. The City Council shall hear and decide appeals and requests for variances from the requirements of Sweet Home Municipal Code Chapter 15.12.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of Sweet Home Municipal Code Chapter 15.12.
3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this chapter:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.
5. Upon consideration of the factors of **15.12.140(A)** of this section, the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this chapter.
6. The city shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

C. VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section **15.12.120(B)**.

15.12.150 PROVISIONS FOR FLOOD HAZARD REDUCTION- GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

A. ALTERATION OF WATERCOURSES

Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections **15.12.120(D)** and **15.12.120(E)**.

B. ANCHORING

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured dwellings shall be anchored per section **15.12.170(C)(4)**.

C. CONSTRUCTION MATERIALS AND METHODS

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

D. UTILITIES AND EQUIPMENT

1. WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

2. ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated one (1) foot or more above the Base Flood Elevation (BFE) or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaces as part of a substantial improvement.

E.TANKS

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - a. Be consistent with the need to minimize flood damage.
 - b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - c. Have adequate drainage provided to reduce exposure to flood hazards.

G. USE OF OTHER BASE FLOOD DATA

When Base Flood Elevation data has not been provided in accordance with section **15.12.050** the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section **15.12.150 and 15.12.170**. All new subdivision proposals and other proposed new developments (including proposals for

manufactured dwelling parks and subdivisions) must meet the requirements of section **15.12.150(F)**.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available. In unnumbered A zones, when no base flood elevation data is available, the minimum elevation requirement is two feet above the highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES

In coordination with the State of Oregon Specialty Codes:

- A. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
- B. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

15.12.160 CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

15.12.170 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section **15.12.150** of this ordinance.

A. FLOOD OPENINGS

All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- b. Be used solely for parking, storage, or building access;
- c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - i. A minimum of two openings,
 - ii. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - iii. The bottom of all openings shall be no higher than one foot above grade.
 - iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. GARAGES

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - i. If located within a floodway the proposed garage must comply with the requirements of section **15.12.180**.
 - ii. The floors are at or above grade on not less than one side;
 - iii. The garage is used solely for parking, building access, and/or storage;
 - iv. The garage is constructed with flood openings in compliance with section **15.12.170(A)** to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - v. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - vi. The garage is constructed in compliance with the standards in section **15.12.150**; and
 - vii. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in section **15.12.170(C)(6)** or non-residential structures in section **15.12.170(C)(3)** depending on the square footage of the garage.

C. FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS

In addition to the general standards listed in section **15.12.150** the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

2. RESIDENTIAL CONSTRUCTION

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
- b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in section **15.12.170(A)**.

3. NON-RESIDENTIAL CONSTRUCTION

- a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); Or, together with attendant utility and sanitary facilities.
 - ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section **15.12.120(B)**.
- b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section **15.12.170(A)**.

- c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).
- d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure
- e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

4. MANUFACTURED DWELLINGS

- a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with section **15.12.170(A)**;
- b. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;
- c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
- d. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).

5. RECREATIONAL VEHICLES

Recreational vehicles placed on sites are required to:

- a. Be on the site for fewer than 180 consecutive days; and
- b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- c. Meet the requirements of section **15.12.170(C)(4)**, including the anchoring and elevation requirements for manufactured dwellings.

6. APPURTENANT (ACCESSORY) STRUCTURES

Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section **15.12.180**.
- b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
- d. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section **15.12.170(A)**;
- g. Appurtenant structures shall be located and constructed to have low damage potential;
- h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section **15.12.150(E)**.
- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

15.12.180 FLOODWAYS

Located within the special flood hazard areas established in section **15.12.050** are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
Or,
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.
 - a. If an encroachment proposal resulting in an increase in Base Flood Elevation meets the following criteria:
 - a) Is for the purpose of fish enhancement,
 - b) Does not involve the placement of any structures (as defined in section 2.0) within the floodway,
 - c) Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,
 - d) Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,
 - e) Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and
 - f) Has evidence to support that no existing structures will be negatively impacted by the proposed activity;

Then an approved CLOMR may be required prior to approval of a floodplain permit.

- B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:
1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
 2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
 - a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and **15.12.180(A)(2)**, it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the

manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;

- b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
- c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by the city and anchored per section **15.12.170(C)(4)**;
- d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;
- e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;
- f. Electrical crossover connections shall be a minimum of twelve (12) inches above the base flood elevation; and
- g. Any other requirement deemed necessary by the city.

- C. If the requirements of section **15.12.180(A)** are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section **15.12.150 and 15.12.170**.



Community and Economic Development Department

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5113
www.sweethomeor.gov

Legislative Amendment LA 20-01

This legislative amendment, LA 20-01, consists of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC). The proposed text amendments were identified by a Department of Land Conservation and Development (DLCD) review and the text amendments are required for compliance with minimum National Flood Insurance Program (NFIP) and state standards.

This proposal includes amendments to following sections of the SHMC 15.12: 15.12.010 Statutory Authority; 15.12.020 Statement of Purpose; 15.12.025 Methods of reducing flood losses; 15.12.030 Definitions; 15.12.060 Abrogation and greater restrictions; 15.12.100 Designation of Building Official as local administrator; 15.12.110 Application for a Building Permit, 15.12.120 Duties and responsibilities of Building Inspector; 15.12.130 General Standards; 15.12.140 Lands to which chapter applies; 15.12.170 Appeal Board; 15.12.150 Floodways; and 15.12.190 Penalties for noncompliance.

FILE NUMBER: LA 20-01

REVIEW AND DECISION CRITERIA: Sweet Home Municipal Code Section(s): 15.12

CITY COUNCIL HEARING DATE & TIME: April 14, 2020 at 6:30 PM: City Council Memo

LOCATION: City Hall Council Chambers 3225 Main Street, Sweet Home, Oregon 97386

CITY COUNCIL HEARING DATE & TIME: April 28, 2020 at 6:30 PM: First Reading

LOCATION: City Hall Council Chambers 3225 Main Street, Sweet Home, Oregon 97386

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

REPORT DATE: April 21, 2020

This Staff Report is an amendment to the Staff Report presented to the Planning Commission at the April 6, 2020 Public Hearing.

The Planning Commission moved to approve application LA20-01 on April 6, 2020 and thereby permit the legislative amendment, LA 20-01, consisting of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC) with the additional recommendations listed below, and recommending the City Council hold a public hearing on Tuesday, April 28, 2020 at 6:30 PM and make a decision on the application.

During the Planning Commission Public Hearing held on April 6, 2020 at 6:30 PM, the following questions/recommendations were raised by the Planning Commissioners:

- Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 2. Change 400 SF to 430 SF. 430 is the maximum size for a fifth-wheel style RV.
- Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 3. Delete 'by a light duty truck'. The commissioners felt that by deleting it then it would eliminate any confusion as to what the definition of a light duty truck is. They felt that having it just say 'permanently towable' was enough.
- Page 21, 5.a. where did the '180' days come from? The Planning Commissioners would like clarification since the City of Sweet Home doesn't allow that amount of time.

Celinda Adair, DLCD, NFIP Coordinator responded with the following:

- The definition for "Recreational Vehicle" comes from the Code of Federal Regulations (CRR), Section 44 CFR 59.1. FEMA Region X requires the definition to be adopted verbatim for compliance with the NFIP minimum standards.
- The FEMA definition reflects the national standard is maximum of 400 square feet. Here is a link to the RV Industry Association's website that references this standard <https://www.rvia.org/advocacy/policies/dimensions>. The light-duty truck language is also in the definition of "Recreational Vehicle" in Section 44 CFR 59.1. The goal of that language is to ensure that the RV can be moved quickly and easily in the event of a flood. So, it needs to be towable by a light-duty truck. If the Planning Commission wants to add a definition to clarify what that is they can.
- DLCD does not have leeway to approve the language amendments proposed by the Planning Commission. DLCD is required by FEMA to ensure the definition of RV matches the definition in Section 44 CFR 59.1.

Recreation vehicles placed on sites are required to: (a) Be on site for fewer than 180 consecutive days:

- SHMC Title 10.28.030 Permitted Acts:
 - D. The City shall create a temporary construction residential permit, herein called the TCR permit, to be a form and content prescribed by the Building Official and required by Subsection E of this section.
 - E. Notwithstanding the provisions of § 10.28.020, a person can occupy a travel trailer or recreational vehicle, herein referred to as a temporary construction residence, in conjunction with the building of a structure that is to be used as a residence, upon the following conditions and terms.

Attachment A: Planning Commission Meeting Minutes; April 6, 2020

Attachment B: Planning Commission Staff Report

Attachment C: Draft Ordinance

WIFI Passcode:
guestwifi



CITY OF SWEET HOME PLANNING COMMISSION MEETING MINUTES

April 6, 2020, 6:30 PM
City Hall Council Chambers, 3225 Main Street
Sweet Home, OR 97386

Call to Order 6:42

Pledge of Allegiance

Roll Call of Commissioners:

In person: Jeff Parker (Chair), Henry Wolthuis, Greg Korn
Remote: Lance Gatchell (Vice Chair), Eva Journey, Greg Stephens

Staff: Blair Larsen, CEDD Director (remote); Angela Clegg, Associate Planner (in person), Brandon Neish, Finance Director (in person)

Visitors: None

Proposed Emergency Planning Commission Electronic Meeting Process

CEDD Director, Larsen, read the Memorandum dated April 6, 2020

Planning Commission discussed the memorandum timeline.

The emergency procedure will remain in place until the COVID-19 restrictions are lifted by the State.

Commissioner Gatchell moved to adopt the emergency procedures lasting until the COVID-19 restrictions are lifted.

Commissioner Stephens seconded the motion.

Question was Called:

Aye	6
Nay	0
Absent	0

Motion Passed (6) Ayes to (0) Nays

Voting procedures were later brought to the commissioner's attention and with direction from CEDD Director Larsen added procedure 8 to the memorandum.

"8. Any vote taken during electronic meetings will be by roll call vote."

Commissioner Journey moved to adopt the emergency procedures adding procedure 8. Any vote taken during electronic meetings will be by roll call vote.

Commissioner Stephens seconded the motion.

Question was Called:

Aye	6
Nay	0
Absent	0

Motion Passed (6) Ayes to (0) Nays

Public Comment. None

Review and Approval of Meeting Minutes: March 2, 2020

Commissioner Wolthuis moved to approve the March 2, 2020 meeting minutes without changes.

Commissioner Korn seconded the motion to approve the meeting minutes without changes

Question was Called:

Aye	6
Nay	
Absent	

Motion Passed () Ayes to () Nays

Public Hearing for File LA20-01: This legislative amendment, LA 20-01, consists of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC). The proposed text amendments were identified by a Department of Land Conservation and Development (DLCD) review and the text amendments are required for compliance with minimum National Flood Insurance Program (NFIP) and state standards.

This proposal includes amendments to following sections of the SHMC 15.12: 15.12.010 Statutory Authority; 15.12.020 Statement of Purpose; 15.12.025 Methods of reducing flood losses; 15.12.030 Definitions; 15.12.060 Abrogation and greater restrictions; 15.12.100 Designation of Building Official as local administrator; 15.12.110 Application for a Building Permit, 15.12.120 Duties and responsibilities of Building Inspector; 15.12.130 General Standards; 15.12.140 Lands to which chapter applies; 15.12.170 Appeal Board; 15.12.150 Floodways; and 15.12.190 Penalties for noncompliance.

PUBLIC HEARING OPENED AT 6:55 PM

Chairman Parker read the description of the application and the Planning Commission criteria.

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Personal Bias: None
Conflict of Interest: None
Exparte Information: None

Comments/Discussion:

Angela introduced the Ordinance and read into record “The implementation of the proposed code amendments are consistent with the statewide planning goals and the acknowledged Sweet Home comprehensive plan policies.”

Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 2. Change 400 SF to 430 SF. 430 is the maximum size for a fifth-wheel style RV.

Chairman Parker suggested and edit on Page 6, Recreational Vehicle, 3. Delete ‘by a light duty truck’. The commissioners felt that by deleting it then it would eliminate any confusion as to what the definition of a light duty truck is. They felt that having it just say ‘permanently towable’ was enough.

Page 21, 5.a. where did the ‘180’ days come from? They would like clarification since the City of Sweet Home doesn’t allow that amount of time.

Commission left phone lines open until 7:30 for public input.

Testimony in Favor: None
Testimony in Opposition: None
Neutral Testimony: None
Rebuttal: None

PUBLIC HEARING CLOSED AT 7:30 PM

Commissioner Gatchell moved to approve application LA20-01 and thereby permit the legislative amendment, LA 20-01, consisting of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC).; adopting the findings of fact listed in Attachment A of the staff report with the additional recommendations listed above, and recommending the City Council hold a public hearing on Tuesday, April 28, 2020 at 6:30 PM and make a decision on the application.

Commissioner Journey seconded the motion to approve.

Question was called

Aye: 6
Nay: 0
Absent: 0

Motion Passed (6) Ayes to (0) Nays

Staff Update on Planning Projects

CEDD Director Larsen gave a code update from Walt regarding the code updates to Titles 16 and 17.

Mr. Larsen thanked the Commissioners for their willingness to continue to have public hearings and work with staff to work through the trials of the virtual meetings.

Associate Planner Clegg updated the Commissioners on applications that are pending, and that business is as usual in the Planning Department even with Clegg working remotely.

Adjournment 7:40 PM

Persons interested in commenting on these issues should submit testimony in writing to the Community and Economic Development Department Office located in City Hall prior to the hearing or attend the meeting and give testimony verbally. Persons who wish to testify will be given the opportunity to do so by the Chair of the Commission at the Planning Commission meeting. Such testimony should address the zoning ordinance criteria which are applicable to the request. The Sweet Home Planning Commission welcomes your interest in these agenda items. Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Commission may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend.

The 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 will be available for inspection at no cost at least seven days prior to the hearing and a copy will be provided at reasonable cost. Please contact the Community and Economic Development Department at 3225 Main Street, Sweet Home, Oregon 97386; Phone: (541) 367-8113.

Jeff Parker, Chairperson
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner

Planning Commission Process and Procedure for Public Hearings

- Open each Hearing individually
- Review Hearing Procedure (SHMC 17.12.130)
- Hearing Disclosure Statement (ORS 197.763)
 - At the commencement of a hearing under a comprehensive plan or land use regulation, a statement shall be made to those in attendance that:
READ: “The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.”
- Declarations by the Commission:
 - Personal Bias - Prejudice or prejudgment of the facts to such a degree that an official is incapable of making an objective decision based on the merits of the case.
 - Conflict of Interest - Does any member of the Commission or their immediate family have any financial or other interests in the application that has to be disclosed.
 - Ex Parte Information - The Planning Commission is bound to base their decision on information received in the Public Hearing and what is presented in testimony. If a member of the Planning Commission has talked with an applicant or has information from outside the Public Hearing it needs to be shared at that time so that everyone in the audience has an opportunity to be aware of it and the rest of the Planning Commission is aware of it. In that way it can be rebutted and can be discussed openly.
- Staff Report
 - Review of application
 - Discussion of relative Criteria that must be used
 - During this presentation the members of the Planning Commission may ask questions of the staff to clarify the application or any part of the Zoning Ordinance or the applicable information.
- Testimony
 - Applicant’s Testimony
 - Proponents’ Testimony
 - Testimony from those wishing to speak in favor of the application
 - Opponents’ Testimony
 - Testimony from those wishing to speak in opposition of the application
 - Neutral Testimony
 - Testimony from those that are neither in favor nor in opposition of the application.
 - Rebuttal
- Close Public Hearing
- Discussion and Decision among Planning Commissioners
 - Motion
 - Approval
 - Denial
 - Approval with Conditions
 - Continue
- If there is an objection to a decision it can be appealed to the City Council. The Planning Commission shall set the number of days for the appeal period. At the time the City Council goes through the Public Hearing Process all over again.
 - Recommendation made by Planning Commission—City Council makes final decision.

- If you have a question, please wait until appropriate time and then direct your questions to the Planning Commission. Please speak one at a time so the recorder knows who is speaking.

DRAFT

ORDINANCE BILL NO. 8 FOR 2020

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE SWEET HOME MUNICIPAL CODE CHAPTER 15.12:
FLOOD HAZARD AREA REGULATIONS**

WHEREAS, the State of Oregon has, in ORS 197.175 Cities' and Counties' Planning Responsibilities, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, these floodplain management regulations include Sweet Home Municipal Code Chapter 15.12 Flood Hazard Area Regulation, the FEMA Flood Insurance Study dated September 29, 2010 and the revised date December 27, 2012, and the Flood Insurance Rate Maps dated September 29, 2010;

WHEREAS, after coordination between the State Department of Land Conservation and Development (DLCD) and the City, and as a member of the National Flood Insurance Program (NFIP), the City initiated these text changes to SHMC Title 15 Building and Construction, Chapter 15.12 Flood Hazard Area Regulation, to amend the City Flood Hazard Area Regulations;

WHEREAS, pursuant to ORS 197.610 Submission of Proposed Comprehensive Plan or Land Use Regulation Changes to Department of Land Conservation and Development (DLCD), the City provided DLCD with Form 1 notice of these proposed SHMC Title 15 Building and Construction, Chapter 15.12 Flood Hazard Area Regulation, text changes on February 7, 2020;

WHEREAS, the Planning Commission held a public work session on March 2, 2020, to provide an open forum for discussion of the amendments to Chapter 15.12 Flood Hazard Area Regulation;

WHEREAS, the City Council held a public work session on March 10, 2020, to provide an open forum for discussion of the amendments to Chapter 15.12 Flood Hazard Area Regulation;

WHEREAS, the Planning Commission held a public hearing on April 6, 2020 for the proposed amendments to Chapter 15.12 Flood Hazard Area Regulation;

WHEREAS, the Planning Commission followed the text amendment procedures under Chapter 2.20.90 Powers and Duties, and has provided a report to the City Council along with its recommendation to consider the proposed text changes;

WHEREAS, the City Council held a public hearing on these proposed text changes on April 14, 2020 and continued the public hearing to April 28, 2020.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Chapter 15.12: Flood Hazard Area Regulations is amended to read as follows:

CHAPTER 15.12: FLOOD HAZARD AREA REGULATIONS

15.12.010 STATUTORY AUTHORIZATION.

The State of Oregon has in ORS 197.175, Cities' and Counties' Planning Responsibilities, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the public health, safety, and general welfare of its citizenry.

15.12.015 FINDINGS OF FACT.

- A. The flood hazard areas of The City of Sweet Home are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

15.12.020 STATEMENT OF PURPOSE.

It is the purpose of this Chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. To Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a special flood hazard area
- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

15.12.025 METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this Chapter includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage;
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

15.12.030 DEFINITIONS.

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage.

APPEAL. A request for a review of the interpretation of any provision of this Chapter or a request for a variance.

AREA OF SHALLOW FLOODING. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD. The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard".

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE). The elevation to which floodwater is anticipated to rise during the base flood.

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides.

BUILDING. See "Structure."

CRITICAL FACILITY. Means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

FLOOD OR FLOODING.

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD ELEVATION STUDY. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM). The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD INSURANCE STUDY (FIS). See "Flood elevation study".

FLOOD PROOFING. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAPCHANGE (LOMC). Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

1. **CONDITIONAL LETTER OF MAP AMENDMENT (CLOMA).** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-change) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. **CONDITIONAL LETTER OF MAP REVISION (CLOMR).** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. **CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F).** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. **LETTER OF MAP AMENDMENT (LOMA).** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. **LETTER OF MAP REVISION (LOMR).** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

6. **LETTER OF MAP REVISION BASED ON FILL (LOMR-F).** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. **PMR.** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter.

MANUFACTURED DWELLING. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".

MANUFACTURED DWELLING PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

MEAN SEA LEVEL. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by The City of Sweet Home and includes any subsequent improvements to such structures.

RECREATIONAL VEHICLE. A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA. See "Area of special flood hazard" for this definition.

START OF CONSTRUCTION. Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the

construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE. A grant of relief by The City of Sweet Home from the terms of a flood plain management regulation.

VIOLATION. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Chapter is presumed to be in violation until such time as that documentation is provided.

15.12.040 LANDS TO WHICH THIS CHAPTER APPLIES.

This Chapter shall apply to all special flood hazard areas within the jurisdiction of The City of Sweet Home.

15.12.050 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for "Flood Insurance Study for Linn County, Oregon and Incorporated Areas", dates of September 29, 2010 and the revised date December 27, 2012, with accompanying Flood Insurance Rate Maps (FIRMs)

41043C0895G, 41043C0911G, 41043C0912G, 41043C0913G, 41043C0914G, 41043C0916G, 41043C0917G, 41043C0918G, and 41043C0919G are hereby adopted by reference and declared to be a part of this Chapter. The FIS and FIRM panels are on file at The City of Sweet Home City Hall, 3225 Main Street, Sweet Home, Oregon.

15.12.055 COORDINATION WITH STATE OF OREGON SPECIALTY CODES.

Pursuant to the requirement established in ORS Chapter 455 that The City of Sweet Home administers and enforces the State of Oregon Specialty Codes, The City of Sweet Home does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this Chapter is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

15.12.060 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE.

- A. Compliance. All development within special flood hazard areas is subject to the terms of this Chapter and required to comply with its provisions and all other applicable regulations.
- B. Penalties for noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation and may be prosecuted under the provisions of sweet home municipal code chapter 9.36 and any amendments thereto. abatement of the violations of this Sweet Home Municipal Code chapter 15.12 can be accomplished by any remedy open to the city, including using the procedures set out in Sweet Home Municipal Code chapter 8.04 for abatement of nuisances. each day that a violation exists is a separate offense. nothing contained herein shall prevent The City of Sweet Home from taking such other lawful action as is necessary to prevent or remedy any violation.

15.12.065 ABROGATION AND SEVERABILITY.

- A. Abrogation. This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. however, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- B. Severability. This Chapter and the various parts thereof are hereby declared to be severable. if any section clause, sentence, or phrase of the Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Chapter.

15.12.070 INTERPRETATION.

In the interpretation and application of this Chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.12.080 WARNING AND DISCLAIMER OF LIABILITY.

- A. Warning. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.
- B. Disclaimer of liability. This Chapter shall not create liability on the part of the city of sweet home, any officer or employee thereof, or the federal insurance administrator for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

15.12.100 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The City Manager, and the City Manager's designee, is hereby appointed to administer, implement, and enforce this Chapter by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

15.12.120 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:

- A. Permit review. Review all development permits to determine that:
 - 1. The permit requirements of this Chapter have been satisfied;
 - 2. All other required local, state, and federal permits have been obtained and approved.
 - 3. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this Chapter in SHMC §15.12.180 are met; and
 - 4. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of SHMC §15.12.120(G); and
 - 5. Provide to building officials the Base Flood Elevation (BFE) and freeboard, applicable to any building requiring a development permit.
 - 6. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in SHMC §15.12.030.
 - 7. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in SHMC §15.12.120(A).
 - 8. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.
- B. Information to be obtained and maintained. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

1. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with SHMC §15.12.120(G).
 2. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of SHMC §15.12.180 and §15.12.120(B) are adhered to.
 3. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
 4. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
 5. Maintain all Elevation Certificates (EC) submitted to The City of Sweet Home;
 6. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this Chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with SHMC §15.12.150(G).
 7. Maintain all floodproofing certificates required under this Chapter;
 8. Record and maintain all variance actions, including justification for their issuance;
 9. Obtain and maintain all hydrologic and hydraulic analyses performed as required under SHMC §15.12.180.
 10. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under SHMC §15.12.120(F).
 11. Maintain for public inspection all records pertaining to the provisions of this Chapter.
- C. Community boundary alterations. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
- D. Watercourse alterations. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

1. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
2. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under SHMC §15.12.120(E). Ensure compliance with all applicable requirements in SHMC §15.12.120(E) and §15.12.150(A).

- E. Requirement to submit new technical data. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. as soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

1. Proposed floodway encroachments that increase the base flood elevation; and
2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR-F

The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

- F. Substantial improvement and substantial damage assessments and determinations. Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with SHMC §15.12.120(b). Conduct Substantial Damage (SD) (as defined in section 2.0) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in SHMC §15.12.050) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

15.12.130 ESTABLISHMENT OF DEVELOPMENT PERMIT.

- A. Floodplain development permit required. A development permit shall be obtained before construction or development begins within any area horizontally within the special flood

hazard area established in SHMC §15.12.050. the development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in SHMC §15.12.030, including fill and other development activities.

- B. Application for development permit. Application for a development permit may be made on forms furnished by the floodplain administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
1. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of SHMC §15.12.120(B).
 2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
 3. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in SHMC §15.12.170(C)(3).
 4. Description of the extent to which any watercourse will be altered or relocated.
 5. Base Flood Elevation data for subdivision proposals or other development when required per SHMC §15.12.120(A) and §15.12.150(F).
 6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
 7. The amount and location of any fill or excavation activities proposed.

15.12.140 VARIANCE PROCEDURE.

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

A. Conditions for variances.

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of SHMC §15.12.140 (3) and (5), and §15.12.140(C). As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:

- a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or Ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of SHMC §15.12.140(2) – (4) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.’

B. Appeal board.

1. The City Council shall hear and decide appeals and requests for variances from the requirements of Sweet Home Municipal Code Chapter 15.12.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of Sweet Home Municipal Code Chapter 15.12.
3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this chapter:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.

5. Upon consideration of the factors of SHMC §15.12.140(A), the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this chapter.
 6. The city shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.
- C. Variance notification. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with SHMC §15.12.120(b).

15.12.150 PROVISIONS FOR FLOOD HAZARD REDUCTION- GENERAL STANDARDS.

In all special flood hazard areas, the following standards shall be adhered to:

- A. Alteration of watercourses. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with SHMC §15.12.120(d) and §15.12.120(e).
- B. Anchoring.
1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 2. All manufactured dwellings shall be anchored per SHMC §15.12.170(C)(4).
- C. Construction materials and methods.
1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- D. Utilities and Equipment.
1. Water supply, sanitary sewer, and on-site waste disposal systems.
 - a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 - b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
 - c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

2. Electrical, mechanical, plumbing, and other equipment. Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaces as part of a substantial improvement.
 - a. If replaced as part of substantial improvement, shall meet all the requirements of this section.

E. Tanks.

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. Subdivision proposals & other proposed developments,

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - a. Be consistent with the need to minimize flood damage.
 - b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - c. Have adequate drainage provided to reduce exposure to flood hazards.

- G. Use of other base flood data. When base flood elevation data has not been provided in accordance with SHMC §15.12.050 the local floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source, in order to administer SHMC §15.12.150 and §15.12.170. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of SHMC §15.12.150(f).

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc.... where available. In unnumbered A zones, when no base flood elevation data is available, the minimum elevation requirement is two

feet above the highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. Structures located in multiple or partial flood zones. In coordination with the State of Oregon specialty codes:

1. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
2. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

15.12.160 CRITICAL FACILITIES.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

15.12.170 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES.

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in SHMC §15.12.150.

A. Flood openings.

1. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.
2. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:
 - a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
 - b. Be used solely for parking, storage, or building access;
 - c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - i. A minimum of two openings,
 - ii. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - iii. The bottom of all openings shall be no higher than one foot above grade.
 - iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and

out of the enclosed areas and shall be accounted for in the determination of the net open area.

- v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. Garages.

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - i. If located within a floodway the proposed garage must comply with the requirements of SHMC §15.12.180.
 - ii. The floors are at or above grade on not less than one side;
 - iii. The garage is used solely for parking, building access, and/or storage;
 - iv. The garage is constructed with flood openings in compliance with SHMC §15.12.170(A) to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - v. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - vi. The garage is constructed in compliance with the standards in SHMC §15.12.150; and
 - vii. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in SHMC §15.12.170(C)(6) or non-residential structures in SHMC §15.12.170(C)(3) depending on the square footage of the garage.

C. For riverine (non-coastal) special flood hazard areas with base flood elevations

In addition to the general standards listed in SHMC §15.12.150 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. Before regulatory floodway. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within zones a1-30 and ae on the community's flood insurance rate map (firm), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
2. Residential construction.

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
 - b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in SHMC §15.12.170(A).
3. Non-residential construction.
- a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); or, together with attendant utility and sanitary facilities.
 - ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth SHMC §15.12.120(B).
 - b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in SHMC §15.12.170(A).
 - c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).
 - d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure
 - e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.
4. Manufactured dwellings.
- a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with SHMC §15.12.170(A);
 - b. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;

- c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
 - d. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).
5. Recreational vehicles. Recreational vehicles placed on sites are required to:
 - a. Be on the site for fewer than 180 consecutive days; and
 - b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the requirements of SHMC §15.12.170(C)(4), including the anchoring and elevation requirements for manufactured dwellings.
6. Appurtenant (accessory) structures. Relief from elevation or floodproofing requirements for residential and non-residential structures in riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
 - a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in SHMC §15.12.180.
 - b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
 - c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
 - d. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
 - e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
 - f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in SHMC §15.12.170(A);
 - g. Appurtenant structures shall be located and constructed to have low damage potential;
 - h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with SHMC §15.12.150(E).

- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

15.12.180 FLOODWAYS

Located within the special flood hazard areas established in SHMC §15.12.050 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or,
 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.
 - a. If an encroachment proposal resulting in an increase in Base Flood Elevation meets the following criteria:
 - i. Is for the purpose of fish enhancement,
 - ii. Does not involve the placement of any structures (as defined in section 2.0) within the floodway,
 - iii. Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,
 - iv. Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,
 - v. Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and
 - vi. Has evidence to support that no existing structures will be negatively impacted by the proposed activity;

Then an approved CLOMR may be required prior to approval of a floodplain permit.

- B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:

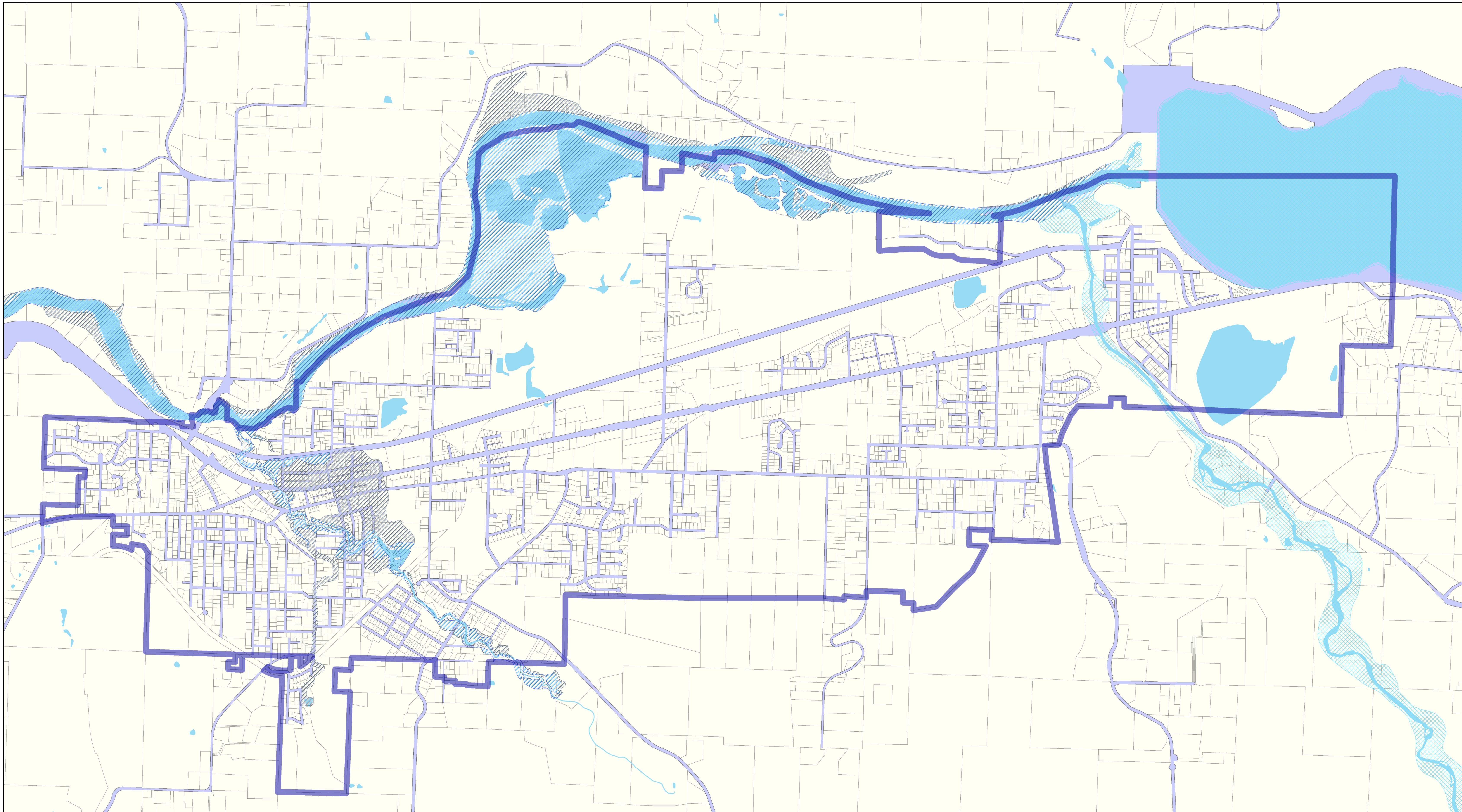
1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
 - a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and SHMC §15.12.180(A)(2), it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;
 - b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
 - c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by the city and anchored per SHMC §15.12.170(C)(4);
 - d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;
 - e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;
 - f. Electrical crossover connections shall be a minimum of twelve (12) inches above the base flood elevation; and
 - g. Any other requirement deemed necessary by the city.
3. If the requirements of SHMC §15.12.180(A) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of SHMC §15.12.150 and §15.12.170.

Passed by the Council and approved by the Mayor this ___ day of _____, 2020.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

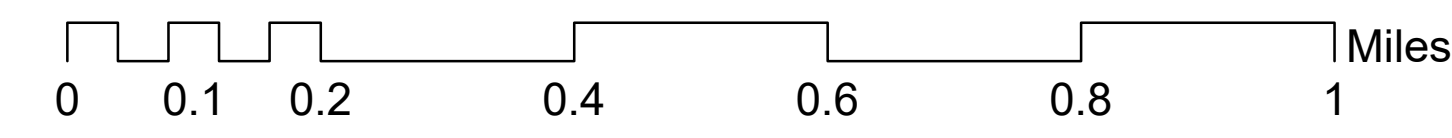
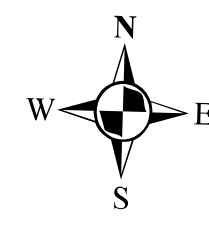


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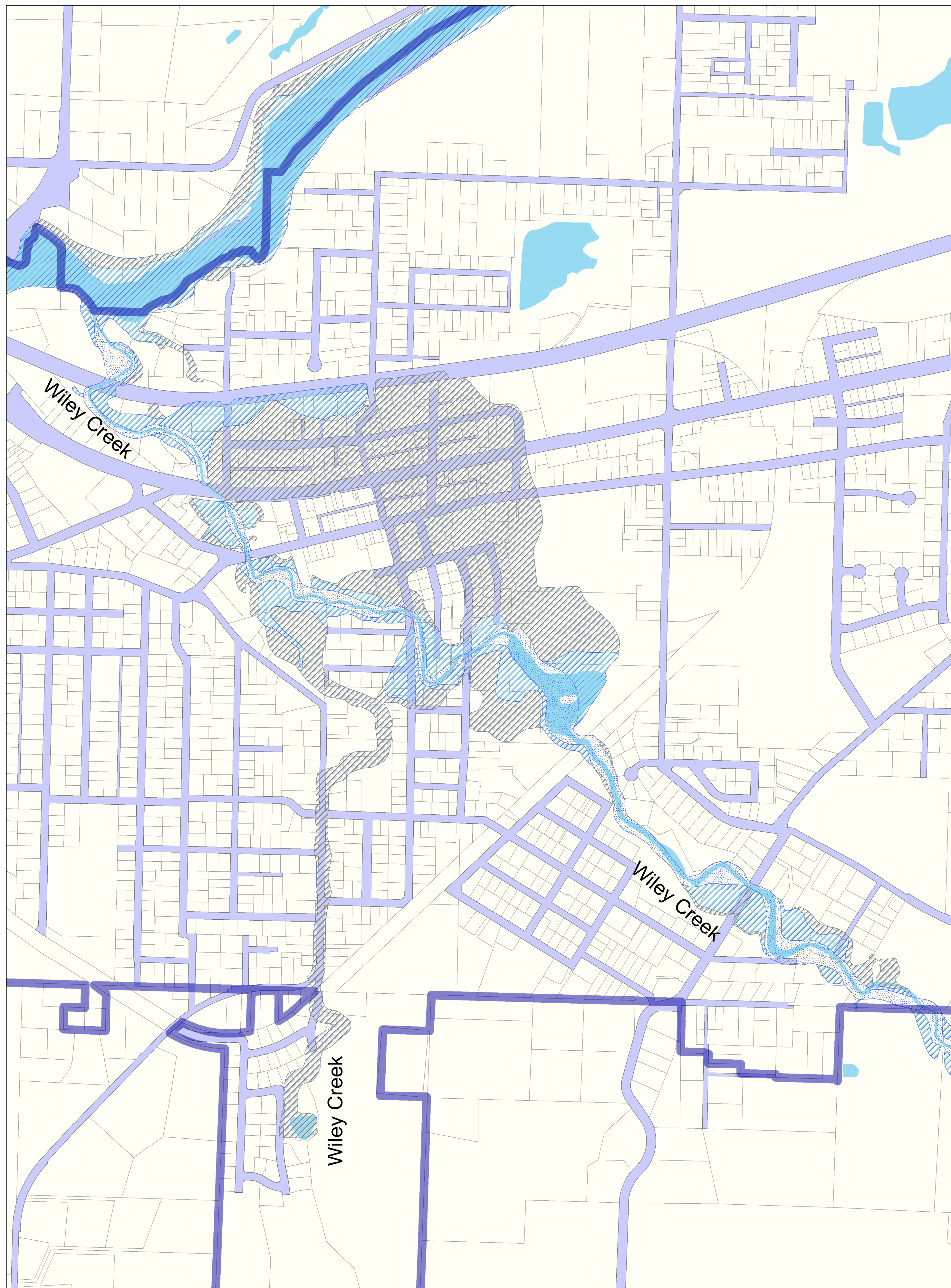
- CityLimits_2010
- FEMA-Floodway**
- 100yr & 500yr**
- 500yr
- A (100 yr undetermined)
- AE (100yr)
- AE (100yr), FLOODWAY
- Ponds & Rivers
- R.O.W.
- Sweet Home TaxLots

Area affected by Proposed Flood Hazard Area Regulations

City of Sweet Home FEMA Flood Plain Areas



1 inch = 800 feet



Ames Creek
&
Taylor Creek

Area affected by
Proposed Flood Hazard
Area Regulations

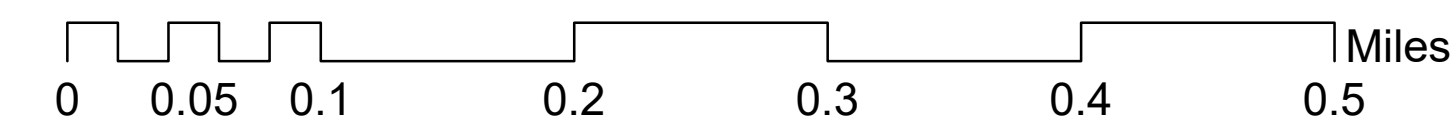
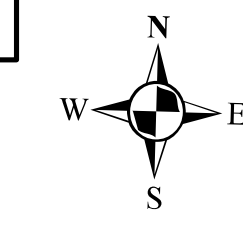
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- CityLimits_2010
- FEMA-Floodway**
- 100yr & 500yr**
- 500yr
- A (100 yr undetermined)
- AE (100yr)
- AE (100yr), FLOODWAY
- Ponds & Rivers
- R.O.W.
- Sweet Home TaxLots



Wiley Creek

City of Sweet Home FEMA Flood Plain Areas



1 inch = 400 feet

MEMORANDUM



TO: Ray Towry, City Manager
FROM: Rose Peda, Library Services Director
DATE: May 5, 2020
SUBJECT: Sweet Home Library Activities Report / April, 2020

In observance of the Governor's Executive Order, the library closed to the public on March 12, 2020. We developed a procedure to do "curbside pickup" for patrons. This is a contactless procedure between the staff and the patrons. Patrons are appreciating the ability to still have access to books and DVDs.

Materials that are returned are disinfected and quarantined for 3 days prior to being checked out to another patron.

All 6 public access computers were replaced and upgraded along with an upgrade to the public printer/color photocopier. This was paid, in part, by a grant from the Confederated Tribes of Siletz.

Furniture in the Teen Room and in the Children's Area will be replaced with a grant from Trust Management, LLC. The furniture purchased will allow flexibility in the space for multiple uses.



Sweet Home Public Library Patron Statistics

	A	B	C	D	E	F
1		Mar-20	Apr-20	2020 YTD	2019	3 YR AVG
2	PATRON ACTIVITY					
3	OPAC Logins	228	161	389	3229	2808
4	SIP2 Logins	641	624	1,265	5069	4703
5						
6	CIRCULATION AND RENEWALS					
7	Checkouts	1574	818	2,392	41328	41687
8	Renewals by Staff	218	7	225	5581	7469
9	Renewals by OPAC	116	2	118	2973	2824
10						
11	HOLDS REQUESTED					
12	Holds by Staff	78	105	183	1629	1546
13	Holds by OPAC	170	177	347	1720	1517
14						
15	ACTIVE PATRONS	2273	2298	4,571	2375	2431
16						
17	NEW PATRONS					
18	Resident	9	3	12	409	465
19	Nonresident	0	0	0	71	54
20						
21	ITEM COUNTS	35631	35632	35632	35973	37348
22						
23	PUBLIC ACCESS COMPUTERS					
24	Logins	199	70	269	5425	5256
25	Pages Printed	415	34	449	10636	5075
26						
27	RESOURCE SHARING SAVINGS	\$2,372.32	\$73.99	\$2,446.31	\$35,213.57	
28	(Program began 2019)					
29						



Sweet Home Public Library Circulation Statistics by Item Type

Item Type	Jan-20	Feb-20	Mar-20	20-Apr
Auto Manuals	1	0	0	0
Books on CD	116	123	38	27
Children's Board Books	81	73	20	2
Children's Easy Readers	186	182	56	48
Children's Fiction	191	242	247	54
Children's Graphic Novels	116	144	92	50
Children's NonFiction	182	208	101	58
Children's Picture Books	487	437	161	103
Children's Ready to Read	37	37	22	32
Children's 100 Books	38	33	11	3
Children's VOX Books	118	152	66	21
DVDs	1,093	1,018	434	25
Fiction	450	391	173	93
Magazines	49	15	8	6
Music CD	20	43	15	1
Mystery	171	203	104	107
New Fiction	164	146	62	69
New NonFiction	54	50	21	7
New Mystery	106	105	36	32
New Science Fiction	4	4	4	3
NonFiction	246	210	76	33
Northwest	42	44	35	4
Paperback General	5	14	3	0
Paperback Mystery	46	41	18	0
Paperback Romance	49	40	10	31
Paperback Westerns	1	7	5	0
Science Fiction / Fantasy	21	21	8	2
Teen Fiction	98	86	37	7
Teen Graphic Novel	51	24	28	0
Teen NonFiction	7	7	1	0
Westerns	35	20	16	0
Ukuleles	0	4	0	0
TOTALS	4,265	4,124	1,908	818

MEMORANDUM



TO: City Council
Ray Towry, City Manager
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: May 12, 2020

SUBJECT: Community and Economic Development Department Report for April, 2020

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 April 1st, to April 30th, 2020.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	April, 2020	March, 2020	2020 YTD	2019 Total
Residential 1 and 2 Family Dwellings	2	1	8	31
Residential Demolition	0	0	2	8
Residential Manufactured Dwellings	0	4	5	17
Residential Mechanical Permits	5	6	24	116
Residential Plumbing	1	1	5	38
Residential Site Development	0	0	0	1
Residential Structural	2	7	17	54
Commercial Alarm or Suppression Systems	0	0	0	2
Commercial Demolition	0	0	1	3
Commercial Mechanical	1	0	3	18
Commercial Plumbing	2	0	3	15
Commercial Site Development	1	0	1	0
Commercial Structural	2	1	6	50
Total Permits	16	20	59	353
Value Estimate of All Permits	\$253,178.62	\$852,761.75	\$2,788,232.33	\$24,458,766.87
Fees Collected	\$6,421.61	\$11,535.43	\$42,696.57	\$298,099.90

2. PLANNING

- Summary of Planning Division Applications Approved:

Application Type	April, 2020	March, 2020	2020 YTD	2019 Total
Code Amendments	0	0	0	1
Conditional Use	0	2	2	7
Partition	1	0	3	10
Planned Development/Subdivision	0	0	0	1
Property Line Adjustments	0	2	3	7
Variance	0	0	0	6
Zoning Map Amendment	0	0	2	

- 1 land use application was submitted in March.
- 5 Land Use Applications are pending final approval.
- 5 Fence Permits were issued in April, 2020.
- 1 Special Events Permit (Sweet Home Farmers Market) was received in April, 2020, and forwarded to the City Manager for approval.
- The overhaul of development code portions of the Sweet Home Municipal Code (SHMC) is progressing as planned. Staff is currently reviewing early drafts.
- Staff is preparing a grant application to the State to update our Transportation System Plan.
- The next planning commission meeting is scheduled for June 2, 2020. Planning Commission training sessions will not be held until normal, in-person meetings can resume.

3. ECONOMIC DEVELOPMENT

- Staff are working to support our local businesses during the Coronavirus Pandemic. Efforts have focused on making sure that businesses know of state and federal programs that can help them and researching how we can fill in the gaps. In addition, we are gathering information on what business activity is still happening in the City, so that we can inform citizens of how they can continue to utilize our local businesses in the midst of the current social distancing guidelines.
- Work on a property partition and right-of-way width change for 24th Ave is progressing. This is part of a comprehensive 24th Avenue Corridor Improvement Project. Due to requests from the neighboring property owners, the plan to partition the City's Maintenance Yard property will now require a public hearing before the planning commission in order to approve a required access easement. Once the easement has been approved, the partition will be completed and the appropriate documents for the land swap will be drafted and signed. State law requires an appraisal of the property, which has recently been completed. Staff is now finalizing the agreement with the adjacent property owners and working on a Request for Council Action to approve the partition application and adopt a resolution to swap the land.
- Staff are preparing an application to ODOT for a Rail Crossing at 24th Avenue. Meetings with Albany & Eastern Railroad have been positive, and they have stated that they will be submitting a letter of support that Staff can include with the application, however, we have not yet received that letter, and contact from the Railroad has been impacted by the current pandemic, and flooding in Eastern Oregon earlier in the year.
- Linn County has expressed an interest in transferring the old Weyerhaeuser mill site to the City, with payment delayed until development begins. Staff believe that this transfer can be completed without the City taking on any liability. The remaining cleanup looks positive, and it is possible that it could be completed by the end of the Summer. Staff is working on a Master Plan of the site that will detail property divisions, zoning designations, and roadway

accesses. Linn County has changed course on their plan to hire a consultant to plan out the road network, and is now “pioneering” a north-south road (the extension of 24th Avenue) according to the City’s proposed plan.

4. CODE ENFORCEMENT

- Summary of Actions.
 - CE currently has 79 open cases.

Case Status	April, 2020	March, 2020	2020 YTD	2019 Total
In Progress—Investigating	15	3	24	4
Notice Issued	22	2	42	3
Pending Citation	0	0	0	2
Citations	1	1	2	1
Abatement	0	0	0	1
Complaints Noted with No Violation Found	1	0	1	37
Violations Resolved	1	2	85	473
Enforcement Type	April, 2020	March, 2020	2020 YTD	2019 Total
Abandoned Vehicle	0	0	2	5
Animal	6	2	10	63
Blight	0	0	1	2
Public Right-of-way	0	0	13	36
Graffiti	0	0	1	1
Illegal Burn	0	0	0	1
Illegal Parking	1	0	13	4
Illegal Sign	0	0	0	2
Junk Vehicle	0	0	1	11
Occupying an RV	4	4	27	59
Open Storage	0	0	28	91
Other	1	0	1	18
Public Nuisance	4	2	33	56
Tall Grass & Weeds	24	0	24	161

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

- Park and Tree Committee meetings are on hold until COVID-19 restrictions are lifted, however Park & Tree Committee members have been joining the Beautification Committee for the median cleaning activities.
- Construction of Sankey Park Improvements have begun. Excavating for the path base, and water, power and control lines has begun. A contract for path surfacing is in development. Lighting units have been ordered.
- Harvest Festival planning meetings are on hold.
- Movies in the Park planning meetings are currently on hold. Tentative dates and movies for this summer (if social distancing guidelines are lifted in time):

- June 12th, *Goonies*
- July 17th, *Toy Story 4*
- August 14th, *The Lion King* (2019 live-action version)

6. OTHER PROJECTS

- Preliminary work on the 18th Ave & Willow St Neighborhood Water LID (Proposed) is making progress. Staff is working with City Attorney Robert Snyder on the LID scope, costs, and allocation to individual lots for the water system, and is working on estimates for street improvements. Staff is also researching the possibility and effect of adding adjacent county-owned land to the LID in order to spread out the costs over a larger area, and Staff is attempting to begin negotiations with the County on this issue.
- Now that the Council has authorized ownership of the sculpture in the ODOT right-of-way near the East Linn Museum, we are still waiting on a proposed Intergovernmental Agreement from ODOT, which will come before you when it is ready.
- Consultation with ODOT improvements at 22nd Ave & Main St. is ongoing, multiple options are on the table, including lighting, location, median refuge, RRFB pedestrian lights, etc. Staff is working with ODOT to generate affordable options, however, no recent progress has been made.
- The 9th Avenue Property Line Adjustment (next to the former water treatment plan) is in progress—a surveyor is setting the new property pins for the line adjustment, and a plat should be available to approve in May, 2020.
- The property line adjustment for the east property line at the NCH is still pending. The adjacent owners are in favor of it, and a map has been created. State law requires an appraisal of the properties, which we just recently received. Staff is now finalizing a deal with the adjacent owners and working on a Request for Council Action to authorize the property line adjustment and adopt a resolution for the land swap.
- The ODOT Foster Lake Sidewalk Project: City Staff has met with ODOT recently, and budgetary constraints have required that the project be limited to one side (the north) of US 20. Construction has been delayed until 2022. Recent meetings have focused on the railroad bridge, and how the path would pass that obstacle. There are concerns about the safety of the bridge, and how that would affect the safety of the path. Discussions are ongoing, and there is not yet a resolution to the issue, but a modification of the scope of the project is likely. The new scope will likely call for a soft-surface path underneath the Railroad Bridge.
- All CEDD Divisions have begun a systems analysis, in which they will “map” out all department processes so that efficiencies can be identified, delays can be removed, and things can be made easier for both customers and staff. These process maps will be documented for staff continuity and to share with other departments.

MEMORANDUM



TO: Ray Towry, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: May 12, 2020
 SUBJECT: Public Works Activities Report April 2020

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	May, 2020*	April, 2020	2020 YTD	2019	2018**	2 Yr Ave***
Bathrooms/Garbage	3	11	166	742	305	524
Catch Basin Inspection/cleaning	1	2	4	31	505	268
Leaf Collection	0	0	0	223	181	202
Hydrant Flushing	0	1	38	303	168	236
Locates	16	59	182	448	114	281
Meter Re-Read	10	66	210	441	192	317
Mowing	0	16	21	129	99	114
Playground EQ Inspection	1	5	19	98	48	73
Pothole Repair	0	10	390	609	202	406
Sewer CCTV Miles	0.93	1.63	3.45	1.59	0.39	0.99
Street Sweeping Miles	0	311	1110	4142	2938	3540
Water Main Repair	0	2	2	15	19	17
Water Service Repair	1	3	10	31	13	22
Water Turn Ons/Offs	17	48	292	1040	517	779
Total Completed Word Orders	156	589	2461	8571	3913	6242

* Current month is as of 5/7/2020

** 2018 is a partial year new system in May2018

*** Not full 2 year average as 2018 is partial year

WWTP and WTP Key Performance Indicators (KPIs)

Wastewater Treatment Facility – March 2020

47.7 MG of wastewater treated this month

3.90 MG max daily flow discharged

1.54 MG average daily flow discharged

33,061 lbs. solids inventory

Notes: Two violations for March 2020

3/31/2020 TSS Daily Max lbs above limit of 690 at 808

3/31/2020 TSS Weekly Ave lbs above limit of 520 at 696

Water Treatment Facility – March 2020

35.2 MG treated this month

1.12 MG used for backwashing filters

1.14 MG average daily demand

Notes: No violations for March 2020

Current & Upcoming Projects

Treatment Facilities Request for Proposal for Contract Operations

Scope: City staff are preparing a formal request for proposal for contract operations for the water and wastewater treatment facilities

Status: RCA to Council on May 12, 2020

Engineer of Record

Scope: City staff have prepared a formal request for proposal for an Engineer of Record.

Status: RCA to Council on May 12, 2020

Wastewater Treatment Plant Improvement Project

Scope: Upgrades to equipment & processes for DEQ Compliance

Status: Project on schedule. WWTP Final design commenced in August, 2019. In September 2019, staff met with Architect designing the WWTP Admin building to discuss building layout, vision for the structure and project schedule. Nearing 60% design completion

Water Loss

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

Status: PW staff has completed a large repair on 9th Avenue, north of Nadina Street. The leak was estimated at approximately 343,000 gallons per day. Staff will review other water production numbers from the WTP as a comparison.

Radar Speed Signs

Scope: Purchase 6 radar speed signs throughout the community.

Status: Staff ordered 6 radar speed signs. Installed two signs, one on 1st Avenue, second on Airport Road. Permits applications has been submitted to ODOT for multiple location along State Highway 20 and Highway 228.

Sankey Park Improvements

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

Status: Staff specified all materials for project and set budget, project to commence February 2020.

2019 Overlay Project

Scope: 2" pavement overlay on Juniper St., 32nd Ct., 45th Ave., and 46th Ave. at Main St.

Status: Project in design.

Water Distribution System Evaluation – Murraysmith

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: City staff purchased water modeling software, which Murraysmith to hydraulically model the water distribution system. Project currently in progress.

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.

Status: Actively in progress

Backwash Pump Evaluation – Murraysmith

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: Waiting on Water Distribution System Evaluation

Finished Water Pump Evaluation – Murraysmith

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: Waiting on funding source

WTP Disinfection Evaluation – Murraysmith

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: In Design