



# CITY OF SWEET HOME CITY COUNCIL AGENDA

June 09, 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.

## Mission Statement

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

## Meeting Information

The City 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://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.

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

---

## Call to Order and Pledge of Allegiance

### Roll Call

### Consent Agenda:

- a) [Request for Council Action – Library Advisory Board Appointment \(pg. 3-6\)](#)

### Approval of Minutes:

- a) [2020-05-26 City Council Minutes \(pg. 7-11\)](#)
- b) [2020-06-02 Special City Council Meeting Minutes \(pg. 12-13\)](#)

### Recognition of Visitors and Hearing of Petitions:

- a) Katherine Wilson, Grove, Mueller & Swank, P.C.

### Old Business:

- a) [Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area \(pg. 14-22\)](#)

### New Business:

- a) [Information Only – City of Sweet Home Fleet Policy Revision \(pg. 23-66\)](#)
- b) [Request for Council Action - Resolution No. 14 for 2020 - A Resolution Approving Setting Civil Penalty \(pg. 67-69\)](#)
- c) [Request for Council Action – 2019-20 Audit Contract \(pg. 70-78\)](#)

---

*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.*

- d) [Request for Council Action – FEMA/State of Oregon Infrastructure Contract \(pg. 79-96\)](#)
- e) [Request For Council Action - City Manager Contract \(pg. 97-106\)](#)
- f) [Request for Council Action - Enterprise Fleet Management Agreement \(pg. 107-119\)](#)
- g) [Request for Council Action - Intergovernmental Agreement with Linn County for Emergency Small Business and Microenterprise Assistance CDBG Application and Sub-Grantee Agreement with Community Lending Works \(pg. 120-125\)](#)
- h) PUBLIC HEARING - 2020-21 Approved Budget

### **Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

- a) [Ordinance No 9 for 2020 - An Ordinance Amending the Official Zoning Map \(pg. 126-142\)](#)

Third Reading of Ordinance Bills (Roll Call Vote Required)

### **Reports of Committees:**

Administrative and Finance/Property

- a) [2020-05-26 Admin, Finance & Property Committee Minutes \(pg. 143-144\)](#)

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) [Sweet Home Public Library Monthly Report, May 2020 \(pg. 145-146\)](#)

Community and Economic Development Director

- a) [CEDD Monthly Report for May, 2020 \(pg. 147-150\)](#)

Public Works Director

- a) [2020 Public Works Monthly Report](#), June 2020 (pg. 151-154)

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

### **Adjournment**



# REQUEST FOR COUNCIL ACTION

---

**Title:** Request for Council Action – Library Advisory Board Appointment

**Preferred Agenda:** June 9, 2020

**Submitted By:** Julie Fisher, Administrative Assistant

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion \_\_x\_\_ Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** [Sweet Home City Charter](#)

**Towards Council Goal:** #2 Develop transparency in all communication  
Efficient and Effective local government

**Attachments:** Application for Board, Committees and Commissions (Adams)

---

**Purpose of this RCA:**

Appointment to the Library Advisory Board.

**Background/Context:**

Charlene Adams has served 6 years on the Library Advisory Board. Her term has expired, and she is seeking reappointment. The Administration, Finance, and Property Committee conducted interviews on May 26, 2020. They unanimously recommended that Mrs. Adams be appointed to the Library Advisory Board for a four-year term.

**The Challenge/Problem:**

Vacancy on the Library Advisory Boards

**Stakeholders:**

- City of Sweet Home Staff – Staff benefits by having full committees that provide direction and recommendations that are consistent with law.
- City of Sweet Home Management - Management is more effective and efficient with clear, updated, best practices for policy as recommended by committees.
- Sweet Home Residents – Residents and taxpayers essentially pay the price when policies lead to inefficient operations or practices.

**Issues and Financial Impacts:**

1. None Known

**Elements of a Stable Solution:**

Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

**Options:**

1. Do Nothing
2. Seek Additional Applicants
3. Make a Motion to appoint Charlene Adams to the Sweet Home Library Advisory Board for a four-year term to expire December 31, 2023.

**Recommendation:**

4. Make a Motion to appoint Charlene Adams to the Sweet Home Library Advisory Board for a four-year term to expire December 31, 2023.



CITY MANAGER'S OFFICE

3225 Main Street  
Sweet Home, OR 97386  
541-367-8969 541-367-1215 FAX  
[Jfisher@sweethomeor.gov](mailto:Jfisher@sweethomeor.gov)

## BOARD/COMMITTEE/COMMISSION APPLICATION

**Applicant Information (Please type/print clearly):**

Name: J. Charlene Adams  
Permanent Address: [REDACTED]  
Mailing Address: Same  
Contact Phone Number: [REDACTED]  
E-Mail Address: [REDACTED]  
Preferred method of contact ☐ Mail ☐ Phone ☐ Email  
Occupation: Retired Employer: \_\_\_\_\_

Please mark the Board, Commission or Committee in which you are interested in serving:

- ☐ Budget Committee ☐ Planning Commission ☒ Library Board  
☐ Board of Appeals ☐ Park and Tree Committee  
☐ Charter Review Committee ☐ All Hazard Mitigation Committee

Are you applying for reappointment ☒ Yes ☐ No

If yes, how long have you served in this capacity: 4 Year(s) \_\_\_\_\_ Month(s)

- How long have you lived in the area: 71 Year(s) \_\_\_\_\_ Month(s)
- Please give a brief description of your experiences or training that you feel qualifies you for this particular position.  
Sweet Home School District Board of Directors (12 yrs) - Budget Committee (16 yrs)  
Current Board  
LBCC Budget Committee 2 yrs
- List current involvement in other community groups and/or activities.  
SHFD Board
- What special contribution do you feel you can make to the group/position you are applying for?

**RESIDENCY:**

**The following applies for appointments that require residency and elector status:**

I, Joanetta Charlene Adams, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

**CRIMINAL HISTORY BACKGROUND CHECK (CCH):**

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

**PUBLIC DISCLOSURE:**

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.

Joanetta Charlene Adams  
Signature

5-7-20  
Date of Signature



# CITY OF SWEET HOME CITY COUNCIL MINUTES

May 26, 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://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.

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

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

## Roll Call

### PRESENT

Mayor Greg Mahler  
President Pro Tem Diane Gerson  
Councilor Cortney Nash  
Councilor Dave Trask  
Councilor James Goble  
Councilor Lisa Gourley  
Councilor Susan Coleman

## Consent Agenda:

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

- a) Request for Council Action - Park and Tree Committee Appointment

Approval of Minutes:

---

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

- a) 2020-05-12 City Council Minutes
- b) 2020-05-14 Budget Committee Minutes
- c) 2020-05-19 Budget Committee Minutes

### **Recognition of Visitors and Hearing of Petitions:**

None

### **Old Business:**

- a) Information Only – Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area  
City Attorney Snyder reported staff is waiting for information from DEQ. This item will be on the next City Council Agenda.

### **New Business:**

- a) Public Hearing - Zone Map Amendment Application ZMA20-01  
Mayor Mahler opened the Public Hearing at 6:32 PM.  
Mayor Mahler explained the Public Hearing Process.  
Mayor Mahler asked the Council if there was any Exparte Information, Conflict of Interest, or Personal Bias. By Roll Call Vote there were none.  
Staff Report: Community and Economic Development Director Larsen stated the subject property is 4472 Hwy 20 which is currently zoned C2 - Highway Commercial. The applicant is asking for a zone change to R2 - High Residential, which is consistent with the zoning of this property in the City of Sweet Home Comprehensive Plan. CEDD Larsen reported the Planning Commission held a Public Hearing and their recommendation is to approve the application.  
Testimony in Favor, Testimony in Opposition, and Neutral Testimony: There was none.  
The Public Hearing was closed at 6:37 PM  
Motion to move approve the application for a Zone Map Admendment and move Ordinance No. 9 for 2020 to first reading by Councilor Goble, Seconded by Councilor Coleman.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman
- b) Public Hearing - Supplemental Budget for 2020 Unplanned Expenditures  
Mayor Mahler opened the Public Hearing at 6:39 PM.  
Mayor Mahler explained the Public Hearing process.  
Mayor Mahler asked the Council if there was any Exparte Information, Conflict of Interest, or Personal Bias. There was none.  
Staff Report: Finance Director Neish explained the need for a Supplemental Budget for items that were unplanned. The first expenditure was for the Sweetheart Run proceeds of \$2400 to be paid to the Sweet Home Rotary. The second expenditure was a process change recommended by the audit relating to funds that are received by the Oregon Department of Transportation for operation of the Linn Shuttle. The last expenditure was for radios for the Police Department that were ordered in 2019 but not received until this fiscal year.

Public Comment: There was no Public Comment.

The Public Hearing was closed at 6:45 PM.

Motion made to approve Resolution No. 12 for 2020 - A Resolution Adopting a Supplemental Budget by Councilor Trask, Seconded by Councilor Gourley.

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

- c) Request for Council Action - Resolution No. 11 for 2020 - A Resolution Authorizing Transfer of Appropriations

Finance Director Neish presented Resolution No. 11 for 2020 regarding Transfer of Appropriations for use of Contingency Funds.

Motion made to approve Resolution No. 11 for 2020 - A Resolution Authorizing Transfer of Appropriations by President Pro Tem Gerson, Seconded by Councilor Coleman.

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

- d) Request for Council Action - City Engineer Request for Proposals

Public Works Director Springman stated recent changes with Murraysmith has prompted the City to Request for Proposals for City Engineer of Record. Staff is requesting Council authorize the RFP as well as a ranking and interviews of applicants.

Motion made to authorize the Request for Proposal for City Engineer of Record by Councilor Gourley, Seconded by Councilor Coleman.

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

- e) Request for Proposal for Contract operator for Water/Wastewater Treatment Facilities

Public Works Director Springman introduced the request for an RFP for Operations and Maintenance of the Wastewater and Water Treatment Plants. Pass thru cost, such as supplies and utility costs have been removed from the proposed contract, potentially becoming a cost saving overall to the City.

Motion made to approve the Request for Proposal for Operation and Maintenance of the Wastewater and Water Treatment Plants by Councilor Gourley, Seconded by President Pro Tem Gerson.

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

- f) Request for Council Action - MOU with Sweet Home Rotary Club for the annual Sweetheart Run

Community and Economic Development Director Larsen and City Manager Towry presented to the Council information relating to the annual Sweetheart Run and the benefits of partnering with an organization for a community event. Staff requested Council authorize execution of a MOU between the City and the Sweet Home Rotary Club for the Sweetheart Run. All proceeds over any cost to the City would be given to the Rotary to use towards their community programs.

Motion to approve the Memorandum of Understanding with the Sweet Home Rotary Club for the Sweetheart Run event made by Councilor Coleman, Seconded by Councilor Gourley.

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

g) Information Only - DEQ TMDL 2019 Annual Report Stormwater

Public Works Engineer Tech Rice presented the Annual Report on Stormwater related to DEQ reporting requirements.

**Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

Ordinance Bill No. 9 for 2020 was read in its entirety.

Motion made to move Ordinance Bill No. 9 for 2020 to second reading by Councilor Coleman, Seconded by Councilor Trask.

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

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Ordinance No. 6 for 2020 – Ordinance No. 1286 - Local Improvement District Amendments

Ordinance No. 6 for 2020 - Ordinance No. 1286 - Sweet Home Ordinance Amending SHMC Chapter 3.16 Pertaining to Local Improvement Districts was read by title only.

Motion to approve Ordinance No. 6 for 2020 - Ordinance No. 1286 - Sweet Home Ordinance Amending SHMC Chapter 3.16 Pertaining to Local Improvement Districts was made by Councilor Trask, Seconded by President Pro Tem Gerson.

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

b) Ordinance No. 8 for 2020 – Ordinance No. 1287 Text Amendments to Title 15.12 Flood Hazard Area Regulations

Ordinance No. 8 for 2020 – Ordinance No. 1287 - An Ordinance Amending the Sweet Home Municipal Code Chapter 15.12 - Flood Hazard Area Regulations was read by title only.

Motion made to approve Ordinance No. 8 for 2020 – Ordinance No. 1287 - An Ordinance Amending the Sweet Home Municipal Code Chapter 15.12 - Flood Hazard Area Regulations by Councilor Trask, Seconded by Councilor Gourley.

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

**Reports of Committees:**

Administrative and Finance/Property

Minutes from the Administration, Property and Finance Committee were included in the packet.

a) 2020-05-12 Administration, Finance and Property Committee Minutes

Chamber of Commerce

Councilor Gerson reported on the Chamber of Commerce Board meeting stating the COC is looking to add additional board members. Councilor Gerson reported the Chamber has made improvements in their data reporting.

Ad Hoc Committee on Health

Councilor Gourley reported on the recent Community Health Committee meeting and updates given by City staff on COVID response.

## **Reports of City Officials:**

### **Mayor's Report**

Mayor Mahler reported he will be out attending to a medical need on June 3, 2020 for a few days. President Pro Tem Gerson will be available during his absence.

### **City Manager's Report**

Community and Economic Development Larsen stated the City has learned of grant opportunities available only thru Cities and Counties from Business Oregon. The first would benefit organizations such as the Boys and Girls Club or the Senior Center. City staff is reaching out to such organizations to alert them of the opportunity for grant funds that do not require a match.

The second is a grant to aid businesses in recovery efforts. The available funds is relatively small, so to greater the chances of obtaining grand funding, the City is considering partnering in the application with other communities.

A Public Hearing is required and subsequent approval of the meeting minutes. CEDD Larsen suggested a Special City Council meeting on Tuesday, June 2nd at 5pm for the Public Hearing and a second Special City Council meeting immediately following for approval of the minutes.

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

### **Finance Director**

- a) April 2020 Monthly Report

Written Finance reports were included in the packet.

### **Police Chief**

- a) Sweet Home Police Department Monthly Report

A written report for the Police Department was included in the packet.

### **City Attorney**

None

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

Councilor Coleman stated she is happy to live in this community and proud of the way the community stepped in to support the Simonis family during their time of loss.

Councilor Goble requested the Charter Review Committee begin to review issues in the Charter such as a full reading of Ordinance into the record, popular vote for Mayor, and look for other ways to update the Charter.

## **Adjournment**

With no further business, the meeting adjourned at 7:33 PM.

---

Mayor

ATTEST:

---

City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME CITY COUNCIL MINUTES

June 02, 2020, 5:05 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://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.

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

The meeting was called to order at 5:22 PM.

## 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

Approval of Councilor Gerson's absence

Motion made by Councilor Trask, Seconded by Councilor Gourley.

Voting Yea: Mayor Mahler, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

## Consent Agenda:

Motion made by Councilor Gourley, Seconded by Councilor Coleman.

Voting Yea: Mayor Mahler, Councilor Nash, Councilor Trask, Councilor Gourley, Councilor Coleman

---

*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.*

Voting Abstaining: Councilor Goble

Approval of Minutes:

- a) 2020-06-02 City Council Special Meeting Minutes

**Adjournment**

With no further business, the meeting adjourned at 5:26 PM.

---

Mayor

ATTEST:

---

City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

---

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

**Preferred Agenda:** April 28, 2020 (Introduction)  
May 12, 2020 (Information Only)  
May 26, 2020 (Information Only)  
June 9, 2020 (First Reading)

**Submitted By:** R. Snyder, City Attorney

**Reviewed By:** R. Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**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 Chapter 13.20](#)  
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.

At a prior City Council meeting the City Council asked for more information on several topics concerning the Midway Wells:

Brief Background:

In 1998 the city passed the current Midway Ord. requiring connections to city water for certain well owners affected by chemical spills. The latest DEQ testing was in 2015 and before that in 2008. The 2015 test results show a decrease in concentration of the chemicals from the 2008 sample event and from the 2015 report an expectation that the concentrations would continue to decline over time. The next testing is scheduled for 2021.

Authority of DEQ and City of Sweet Home:

In talking with DEQ it is my understanding that it is the city ordinance that is the authority for the mandatory water hookups to city water and that DEQ is giving a recommendation after reviewing tests results as described in the proposed ordinance.

Costs of the testing:

I called and talked to three local companies who are able to take the well water samples for the tests and their fees range from \$150 to \$275 to do a sampling and I called and talked to three labs who are able to do the lab testing of the water samples and their fees range from \$170 to \$220 per test. Therefore, a complete two test process would cost \$640 to \$990.

Word “consistently” in the proposed ord.:

The word “consistently” has been removed from the proposed ordinance since the proposed ordinance uses specific tests.

Disconnection of wells from city water system:

In talking with public works, it is clear that when a water meter is removed upon a person disconnecting from the city water system that said removal of the meter does physically separate the city water system from a well or stream system. After the meter is removed the city water system is completely separate and separated from the other system.

The requirement of a backflow device to protect the city water system from outside sources is needed when a person uses a well or stream and is on city water at the same time. Public Works told me that when the two systems are being used a backflow device is placed directly behind the city meter to prevent any commingling of waters and is checked once a year to make sure the backflow is working properly.

The cost of disconnecting from the city water system is \$20 for a turn off and \$20 to turn water back on for a Vacation/Temporary disconnect. When the meter is pulled for a disconnect it costs \$20 but to reinstall water service it costs \$40 reinstating fee and a \$200 reinstallation of meter fee.

Other changes to proposed ordinance:

After speaking with DEQ and calling the local well drilling companies who do water sampling I have added water well and pump professionals that are experienced in collecting water samples for testing of volatile organic compounds (VOCs) to the list of qualified samplers.

Also, after reviewing the cost of the two test process I talked to DEQ and they informed me that they would be willing to take into consideration as an additional option process having their DEQ test results for a well being used as the data for making a recommendation and they informed me that EPA Method 8260 that they have used is also an appropriate method to analyze the test results.

Finally, DEQ decided that both the state and federal levels for the water quality need to be met to receive a recommendation from them that disconnecting would be appropriate.

The text changes to address the above items were made to the proposed ordinance. See track ordinance.

**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. Do Nothing
2. Request staff make additional changes – staff will return with a revised ordinance.
3. Make a motion to move Ordinance No. 7 for 2020 to first reading.

**Recommendation:**

Staff recommends option #3 above: Make a motion to move Ordinance No. 7 for 2020 to first reading.



# 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](mailto:hanson.don@deq.state.or.us).

Sincerely,

Donald Hanson, RG  
Western Region Cleanup &  
Emergency Response Section

cc: ECSI file 1240/COMM

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 [state and federal standards](#) 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 [DEQ tap water Risk-Based Concentrations \(RBCs\)](#) and 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 [RBCs and](#) MCLs. Representative water samples must be collected by laboratory personnel or environmental professionals, [well water professionals, or water pump 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 or [EPA Method 8260](#) to test for volatile organic compounds, including the chemicals of concern. Detected concentrations of contaminants of concern must be below the respective [RBCs and](#) MCLs for the dry and wet season samples. [Notwithstanding the above process, an owner may submit DEQ prior lab test results to obtain a DEQ recommendation for an exemption from the connection requirement.](#)

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

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder

\_\_\_\_\_  
Mayor  
2020-06-09 City Council Packet pg. 18

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 state and 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:

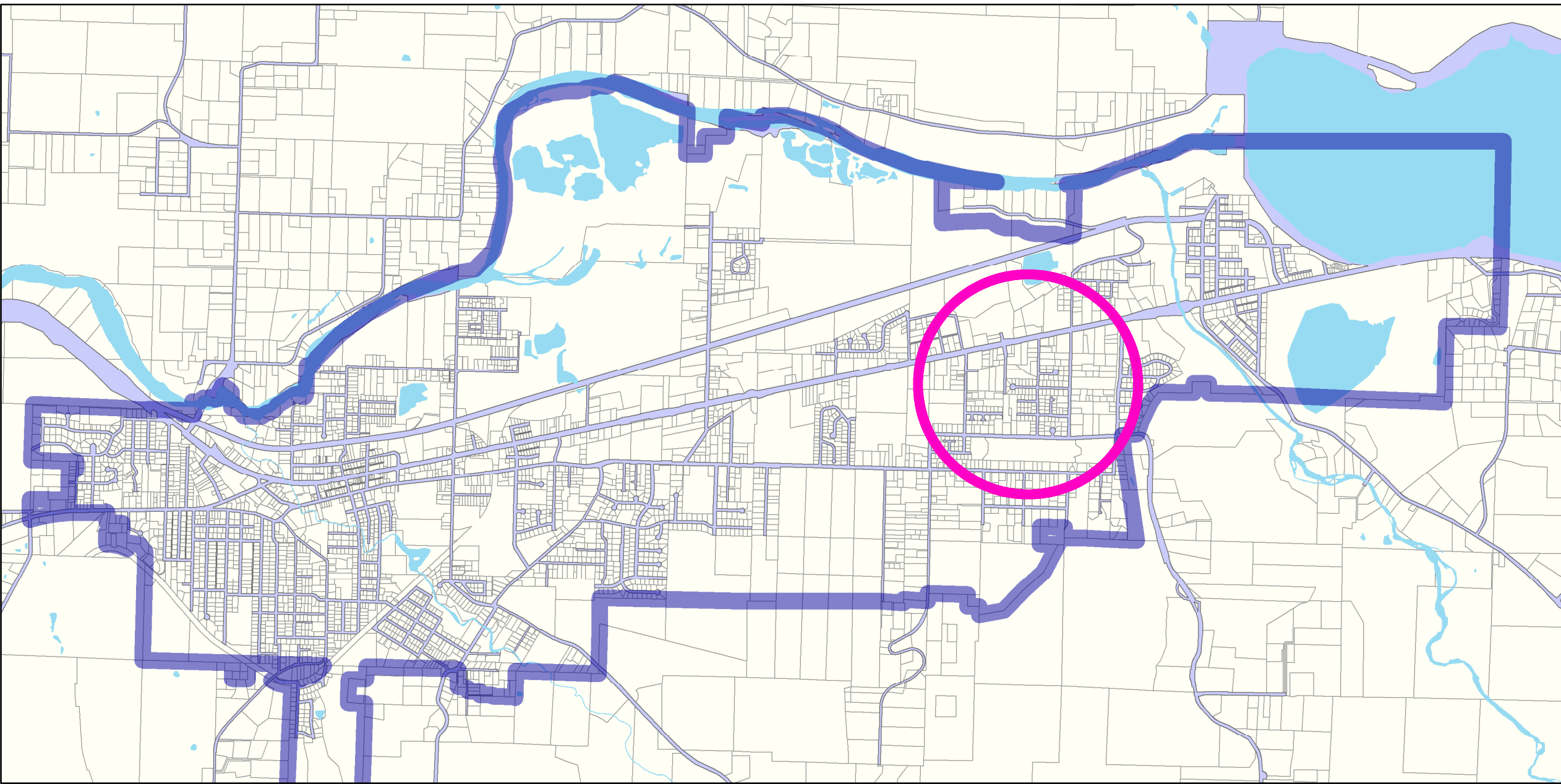
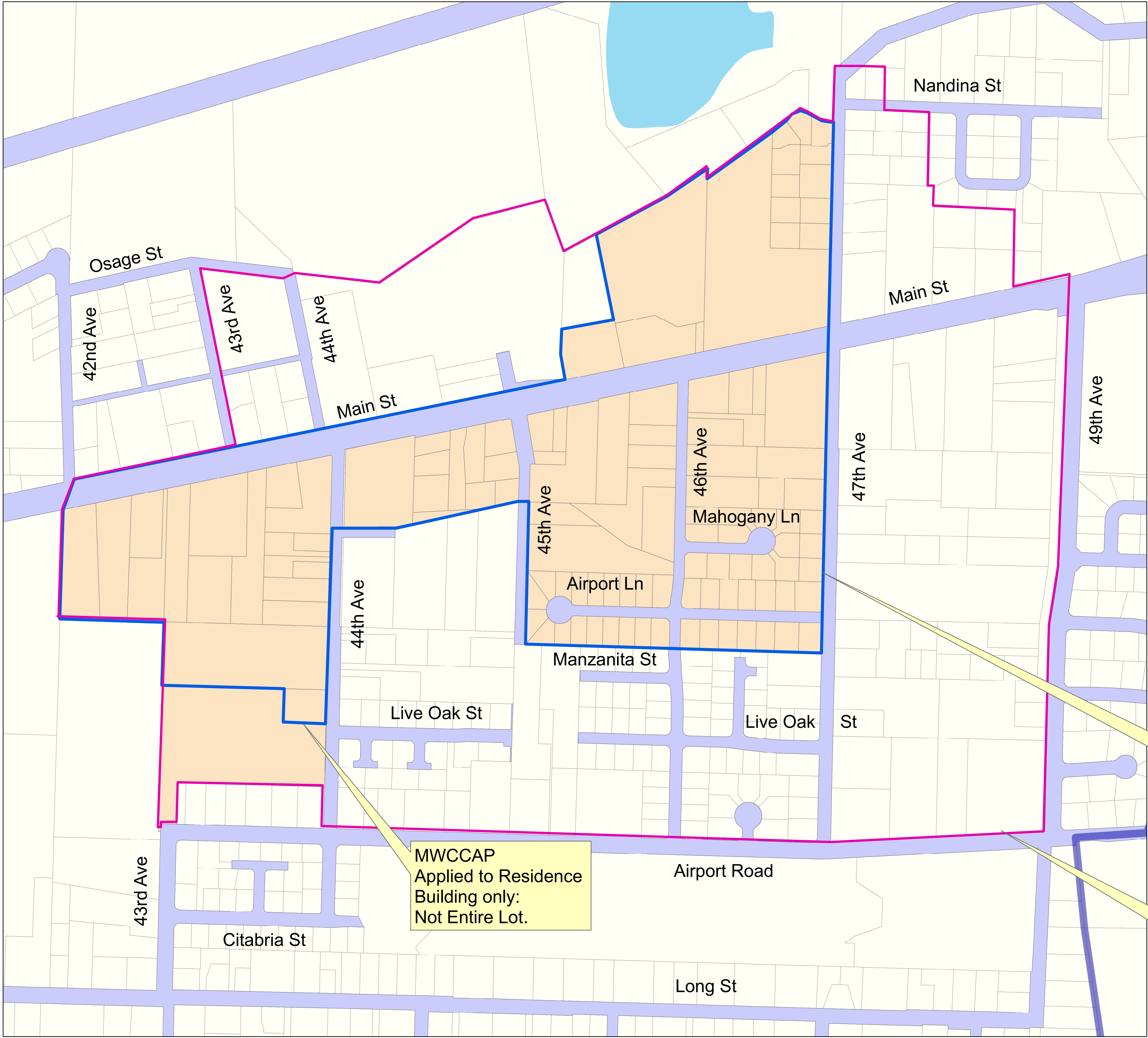
An owner of property located within the Critically Affected Area may petition the City for an exemption from the connection requirement, to allow use of well water at that property for domestic purposes. An exemption will be granted if the owner can demonstrate that the well water does not contain concentrations of chemicals of concern above DEQ tap water Risk-Based Concentrations (RBCs) and 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 below the RBCs and MCLs. Representative water samples must be collected by laboratory personnel or environmental professionals, well water professionals, or water pump 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 or EPA Method 826.0 to test for volatile organic compounds, including the chemicals of concern. Detected concentrations of contaminants of concern must be below the respective RBCs and MCLs for the dry and wet season samples. Notwithstanding the above process, an owner may submit DEQ prior lab test results to obtain a DEQ recommendation or an exemption from the connection requirement.

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

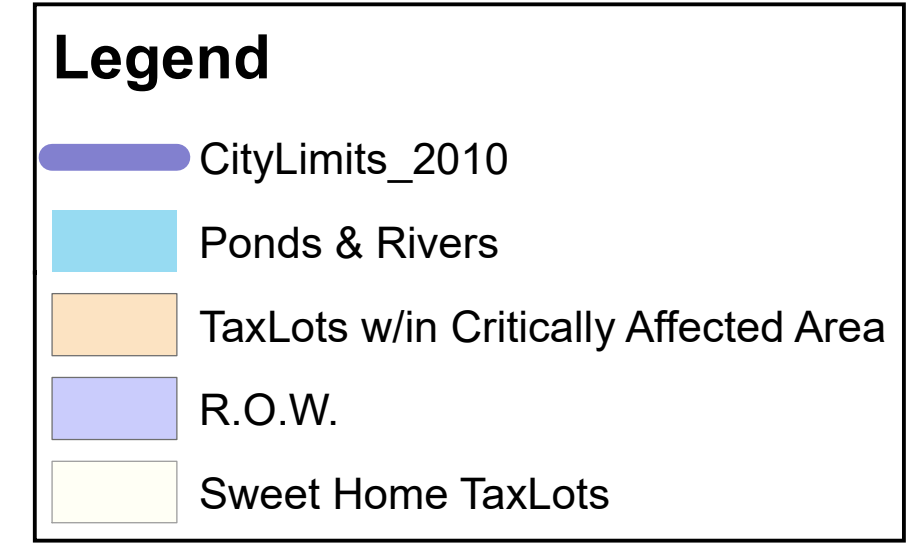
ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder

\_\_\_\_\_  
Mayor  
2020-06-09 City Council Packet pg. 19

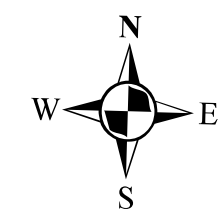


Vicinity Map



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

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

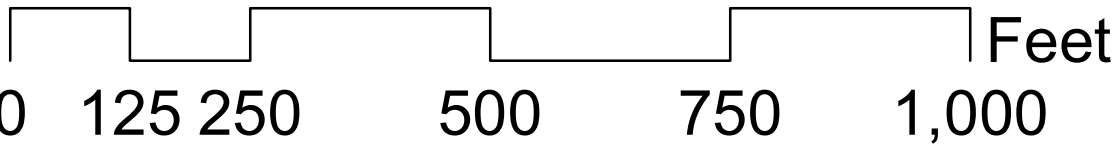


# Midway Well Contaminated Corrective Action Project

Critically Affected Area

Sweet Home Municipal Code Chapter 13.20

1 inch = 200 feet



## 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 does not contain concentrations of chemicals of concern above DEQ tap water Risk-Based Concentrations (RBCs) and 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 below the RBCs and MCLs. Representative water samples must be collected by laboratory personnel, environmental professionals, well water professionals or water pump 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 or EPA Method 8260 to test for volatile organic compounds, including the chemicals of concern. Detected concentrations of contaminants of concern must be below the respective RBCs and MCLs for the dry and wet season samples. Notwithstanding the above process, an owner may submit DEQ prior lab test results to obtain a DEQ recommendation for an exemption from the connection requirement.

#### 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).  
or

1a. Property Owner to request testing process to use prior DEQ tests on well  
\_\_\_\_\_(Date and Initial Property Owner).

(skip section 2 if using 1a.)

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 if using section 1) 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. 7<sup>th</sup> Avenue, Suite 100  
Eugene, OR 97401

4. After checking the laboratory reports and/or DEQ prior test results 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.



# REQUEST FOR COUNCIL ACTION

---

**Title:** Information Only – City of Sweet Home Fleet Policy Revision

**Preferred Agenda:** June 6, 2020

**Submitted By:** Julie Fisher, Admin Assistant

**Reviewed By:** Ray Towry, City Manager

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

**Relevant Code/Policy:** City of Sweet Home Fleet Policy

**Towards Council Goal:** 2.1: Update & streamline process  
2.3: Invest in long term staff stability & training

**Attachments:** Resolution No. 13 for 2020, 2020 City of Sweet Home Fleet Policy Track Changes, City of Sweet Home Fleet Policy Final.

---

## **Purpose of this RCA:**

Revisions to the City of Sweet Home Fleet Policy

## **Background/Context:**

The City of Sweet Home Fleet Policy was last updated in 2011. Changes to BOLI rules now enables the City to allow drivers who are 18 years of age (previously 21 years of age). This new rule aids the City in recruitment of Seasonal Temporary Employees. The updates also include revised procedures for employees to follow in the event of an accident and added a Daily Driver's Vehicle Inspection Report.

## **The Challenge/Problem:**

Necessary updates to the Fleet Policy for the City of Sweet Home

## **Stakeholders:**

- City of Sweet Home Staff – These changes aim to improve policies regarding Fleet and Safety. Both updates are advantageous to recruit, train, and retain skilled employees.
- City of Sweet Home City Council – Charter, SHMC 2.48.030, past policies, and past practice dictates that the Council is responsible for personnel rules including salary administration.

## **Issues and Financial Impacts:**

None Known

**Elements of a Stable Solution:**

Sweet Home must have up to date policies and training to recruit and retain employees and to maintain a safe workplace.

**Options:**

1. Do Nothing. There would be no revisions to the Fleet Policy.
2. Approve Resolution 13 for 2020 as presented.
3. Recommend additional revisions. Council could review these proposed changes and recommend additional revisions. Staff would take these recommendations and revise the proposed policy for review at a future Council meeting.

**Recommendation:**

Information Only at this time. Recommendation is for action by Council during the 06/23/2020 meeting.

# City of Sweet Home

## FLEET SAFETY PROGRAM



**Updated May 26, 2020  
Adopted by City Council  
Resolution No. 13 for 2020**



# CITY OF SWEET HOME FLEET AND SAFETY POLICY



## INTRODUCTION

Policy: City of Sweet Home Fleet and Safety Policy  
Introduction

## City of Sweet Home

POLICY: City of Sweet Home Fleet Safety Policy  
Introduction

**Purpose** This Fleet Safety Program and vehicle operation rules are published for the information and guidance of employees of the City of Sweet Home. To drive safely is the first and foremost duty of every driver. This means driving defensively, anticipating the mistakes, actions, recklessness or absentmindedness of pedestrians or other drivers, and being prepared at all times to do everything possible to prevent an accident.

Our operation requires alert drivers who conduct themselves and their vehicles at all times in a manner that will reflect credit on the City of Sweet Home and the driver.

Drivers are required to observe all State vehicle operation laws, procedures outlined in this manual, the City Personnel Policy, and any applicable department vehicle and equipment operation policies at all times.

In order to maintain an efficient and orderly operation, it is necessary that we have certain rules which everyone is expected to follow. Familiarize yourself with these rules and operating procedures, and consult your supervisor if any of them are not clear to you.

**PLEASE NOTE:**

NO JOB IS SO IMPORTANT, NO SERVICE SO URGENT THAT WE CANNOT  
TAKE THE TIME TO PERFORM IT **SAFELY!**



<i>Supersedes: SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

**SECTION 1**

**CONDITIONS FOR DRIVING VEHICLES**

POLICY: City of Sweet Home Fleet and Safety Policy  
Conditions for Driving Vehicles  
Section 1

Purpose Policy regarding the criteria an employee must meet to be able to  
drive a City vehicle. Accidents and citations involving off-duty  
driving in a personal vehicle count for the purpose of these rules

## **SECTION 1**

~~In order to maintain an efficient and orderly operation, it is necessary that we have certain rules which everyone is expected to follow. Familiarize yourself with these rules and operating procedures, and consult your supervisor if any of them are not clear to you.~~

## **QUALIFICATIONS**

To qualify as a driver of the City of Sweet Home's vehicles, drivers must meet the following conditions:

1. Must be at least 21 years of age, or 18 years of age if an employee. (per OSHA)
2. Must have a current state of Oregon Driver's License.
3. Must have in effect a current liability insurance policy for his/her personal vehicle.
4. Must have knowledge of, and adhere to rules, state and municipal traffic laws and regulations whenever driving the City of Sweet Home's vehicles, or use of person vehicle for the conduct of official City activities.
5. Must have in possession while driving vehicles, a valid Oregon Driver License.
6. Be approved by your supervisor to drive on City of Sweet Home business.
7. Attended a sponsored defensive driving class at least once every three years.

## SECTION 2

### DRIVER ELIGIBILITY GUIDELINES

~~Typically, in order to be eligible to drive, an employee must meet the following criteria. Accidents and citations involving off-duty driving in a personal vehicle count for the purpose of these rules.~~

**Employees must report to their supervisor any change in driving status. Failure to report a suspended license and other “prohibited” action may result in disciplinary action, up to and including, termination.**

1. **No major violations in the previous three years.** Major violations include:
  - Driving under the influence of alcohol or drugs
  - Driving while license is suspended or revoked
  - Leaving the scene of an accident
  - Reckless driving
  - Road rage incidents
  - Other similarly serious violations
2. **No more than two minor violations in the previous three years.** Minor violations include:
  - Speeding 20 MPH or less over the posted limit
  - Failure to obey a traffic control or signal
  - Improper lane change

- Failure to signal
- Failure to yield the right of way
- Other similar violations
- Failure to wear a seat belt
- Cell phone or texting violations



**3. No more than one at-fault accident in the previous three years. All accidents are considered at-fault unless proven otherwise.**

\_\_\_\_\_

**3.** \_\_\_\_\_

<u>Supersedes:</u> <u>SHPP Section</u>	<u>Adopted by City Council:</u>	<u>Effective Date:</u>
<u>City Manager:</u>		

## **SECTION 2**

### **DRIVER ELIGIBILITY AND SUPERVISION GUIDELINES MATRIC**

Purpose: City of Sweet Home Fleet and Safety Policy  
Driver Eligibility and Supervision Guidelines Matrix  
Section 2

Purpose Establish guidelines to indicate those drivers who would be deemed unacceptable to drive a fleet vehicle or to drive a personal vehicle on company business.

## Driver Eligibility and Supervision Guidelines Matrix

Number of Moving Violations Within Past 5 Years	Number of Accidents within Past 5 Years				Number of DUI or DWI within Past 5 Years
	0	1	2	3	1 or More
0	Clear	Acceptable	Borderline	Prohibited	Prohibited
1	Acceptable	Acceptable	Borderline	Prohibited	Prohibited
2	Acceptable	Borderline	Prohibited	Prohibited	Prohibited
3	Borderline	Prohibited	Prohibited	Prohibited	Prohibited
4	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
5	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited

<u>Supersedes:</u> <u>SHPP Section</u>	<u>Adopted by City Council:</u>	<u>Effective Date:</u>
<u>City Manager:</u>		

## SECTION 3

### DRIVER SUPERVISION



Policy: City of Sweet Home Fleet and Safety Policy  
Driver Supervision  
Section 3

---

Purpose The Driver Supervision policy and operator requirements have been established to reduce the risk of accidents and injuries when operating motor vehicles on City business.

---

Policy

1. Motor Vehicle Records: The City monitors driving records as a component of Risk Management, in order to identify needs for driver improvement. If the record check reveals any traffic crimes, license suspension, multiple infractions as identified in the driver guideline matrix, the employee may be required to participate in additional driver safety training, or be subject to discipline up to and including termination of employment.
2. Accident Review: All vehicle accidents will be investigated by the Police Department or local law enforcement agency. Law enforcement vehicle accident/incident reports will be reviewed by the Safety Committee to determine preventability.
  - a) A preventable accident is any accident in which the driver failed to do everything he/she could have reasonably done to prevent the accident.
  - b) A non-preventable accident is one in which the driver did everything he/she could reasonably have done to foresee the conditions leading to the accident and took suitable safeguards.
  - c) The involved driver will be advised of the decision and will be subject to a driving performance review per City policy. For law enforcement personnel this will likely be accompanied with disciplinary sanctions in accordance with City Personnel and applicable Department Policies.

## **“HOW TO DETERMINE PREVENTABILITY”**

This guide is to be used by the Vehicle Safety Committee in determining if an accident is Preventable or Non-Preventable:

### **1. What is a Preventable accident?**

A PREVENTABLE accident is any accident in which the driver failed to do everything he/she reasonably could have done to avoid it.

### **2. What is a Non-Preventable Accident?**

A NON-PREVENTABLE accident is an accident in which the driver did everything he/she reasonably could have done to foresee the things that caused the accident and guard against them.

## **COURTESY**

You are expected to show every courtesy and consideration toward other drivers and pedestrians. Your conduct while driving must be such that it will in no way reflect adversely upon the City of Sweet Home.

If a situation arises that you are unable to settle in a friendly manner, phone your supervisor and report the facts, and be guided by their advice.

## **PERSONAL USE OF CITY VEHICLES**

The City of Sweet Home prohibits the personal use of vehicles unless approved by supervisor as outlined in the Sweet Home Personnel policy and procedure handbook.

## **VEHICLE APPEARANCE**

City vehicles need to be kept as clean as possible. State law prohibits smoking in public vehicles. Eating in vehicles should be kept to a minimum for housekeeping, but also to limit driving distractions.

## **SUGGESTIONS**

The City of Sweet Home will appreciate any suggestions from you that may improve our safety, service, and working conditions to make our operation more efficient and safe.

## **MOVING VIOLATIONS**

Employees operating City vehicles or personal vehicles for the conduct of official City business will be liable for all speeding, traffic violations, and parking violations.

## **CELL PHONES & TEXTING**

Oregon law prohibits the use of cell phones while driving, unless employees are using a “hands-free accessory.” Please note, the use of a speaker phone is not considered a “hands-free” accessory”. Texting while driving is prohibited.

## **PASSENGERS**

Your supervisor must approve all non-City employee passengers. Generally, it is not approved to have family members as passengers in public vehicles. All passengers must wear seat belts.

<u>Supersedes:</u> <u>SHPP Section</u>	<u>Adopted by City Council:</u>	<u>Effective Date:</u>
<u>City Manager:</u>		

## SECTION 4

### SAFETY



Policy: City of Sweet Home Fleet and Safety Policy  
Safety  
Section 4

---

Purpose Policy to establish procedures to make sure that all vehicles that are used for City business are maintained to an acceptable level of safety and that basic devices are in operating condition.

---

## ~~SECTION 4~~

## INSPECTIONS

A pre-trip inspection will be made at the start of each shift to ensure vehicle is in safe operating condition in accordance with established Department policy. A post-trip inspection should be made at the end of each shift and or vehicle use, to effectively report any damage or concerns on vehicle at the completion of the trip.

## SAFE DRIVING

### **Be a Defensive driver:**

A defensive driver is defined as, "One who is careful to commit no driving errors themselves, who makes allowance for the lack of skill or improper attitude on the part of the other driver, and who does not allow hazards of weather and road conditions or the action of pedestrians and other drivers to involve themselves in an accident. Keeps continually on the alert,

recognizes an accident-producing situation far enough in advance to apply the necessary preventive action, and concedes the right-of-way when necessary to prevent an accident.”

### **Speed:**

The maximum speed limit is the “posted speed limit”. Your speed at all times **shall** be reasonable and prudent with due consideration given to weather, other traffic, conditions of the road and intersecting side roads of highways and city roads.

Adhering to the posted speed limit is important in terms of traffic citations, reduced insurance rates, reduced maintenance cost, increased tire life and fuel conservation.

### **Striking fixed Objects:**

In handling your vehicle on the highway, in city traffic, and at loading and unloading spots, remember that striking any fixed object such as abutments, parked cars, loading docks, overhead pipes or hydrants is classified as the fault of the driver.

### **Proper Backing:**

When practicable, walk around the vehicle to see that nothing is behind or in front of the vehicle before driving away. If there are two persons available in the vehicle, one person should safely stand behind the vehicle to “spot” while backing up.

### **Passing or Meeting a School Bus:**

When approaching a school bus, be on guard at all times for signals of intention to either discharge or pick up school children. Be on the alert for the actions of these school buses. It is illegal to pass, in either direction, a school bus that is stopped to pick up or discharge passengers. The only exception to this rule is when the roadway is divided by a barrier.

### **Pedestrians:**

Vehicles have NO right-of -way where pedestrians are concerned. Legally, pedestrians may walk on either side of the road, they can legally cross at all intersections whether marked by a crosswalk or not, and they can step out from behind a parked car on a busy city street. Never assume that pedestrians, especially younger children, see you.

## **Seat Belts and other Safety Policies**

1. All passengers and drivers are required to wear seatbelts while operating or riding in a vehicle. The driver of the vehicle is responsible for enforcing the use of seatbelts by all occupants. Other vehicle occupants share in this responsibility because seatbelts are proven tools for reducing deaths and minimizing injuries from motor vehicle collisions.
2. Drivers are to comply with all motor vehicle traffic laws while operating a vehicle on business, including laws relating to driving while intoxicated or driving under the influence of alcoholic beverages, illegal substances, or medications
3. Drivers are prohibited from overloading and/or overcrowding the vehicle.

## **EQUIPMENT PROTECTION AND MAINTENANCE**

It is the driver's responsibility to make sure vehicles are well-maintained and in safe running condition. Frequent inspections must be conducted. Inspect your vehicle before starting out on the road. If the vehicle cannot be operated safely due to defective equipment or unsafe conditions, do not use it and report it to your immediate supervisor.

Priority Items to check are:

- ✓ Brakes including parking brake operation
- ✓ Steering
- ✓ Instrument operation including speedometer and operation gauges
- ✓ Oil level
- ✓ Coolant level
- ✓ Windshield wipers and washer fluid
- ✓ Tires
- ✓ Wheels
- ✓ Lights (headlamps, brakes, makers, signals, reflectors, etc.)
- ✓ Mirrors
- ✓ Warning devices if so equipped
- ✓ Glass (for cracks, defects and visual obstruction)
- ✓ Horns
- ✓ Maintenance service intervals
- ✓ Safety equipment – fire extinguishers, first aid kits, and warning markers
- ✓ Note: This list in not all inclusive. Other unique vehicle safety and operation features to check may be identified by specific Department Policy.



Supersedes:  
SHPP Section  
City Manager:

Adopted by City Council:

Effective Date:

## **SECTION 5**

### **ACCIDENTS AND INCIDENTS**

Policy: City of Sweet Home Fleet and Safety Policy  
Accidents an Incidents  
Section 5

Purpose Policy to establish procedures for employees to follow in the event  
of an accident.

### **ACCIDENTS & INCIDENTS**

#### **4. YOU MUST REPORT EVERY ACCIDENT TO YOUR SUPERVISOR WITHOUT FAIL, NO MATTER HOW MINOR.**

1. Get medical attention immediately, if needed. Prevent the moving of injured persons unless absolutely necessary.
1. ~~Contact~~ In case of an accident, the Police Department or local law enforcement agency and your immediate supervisor as soon as possible. Be specific about location, time, extent of injury (if known) and damage, and how you can be reached.
2. If you cannot make contact with your immediate supervisor, contact your Department Head and/or the City Manager's office to notify them of the incident. Do not leave vehicle unattended after an accident except in an extreme emergency.
3. Park safely and set out warning devices. Do not leave vehicle unattended after an accident except in an extreme emergency.

~~2. Prevent the moving of injured persons unless absolutely necessary.~~

4. Be sure to get the names of witnesses for or against you. If a witness refuses to give his/her name, record the license number of his/her vehicle. Regardless of the facts, admit nothing, promise nothing, and DO NOT ARGUE. Give your name, your entities name and offer to show your license.
5. Have pictures taken whenever possible. Do not move or allow any vehicles to be moved until someone arrives who can verify or witness the position of the vehicles, length, and position of the skid marks, and lights on the vehicles if at night
6. Stay at the scene of the accident until instructed by a police officer to proceed.
7. If you are involved in an accident with an unattended vehicle, you must stop and try to locate the owner. If you cannot locate the owner, you must place a note in or on the vehicle giving your name and entity's name and address.

~~3. Information needed to properly complete accident reports:~~

- a) ~~Location, time, and date~~
- b) ~~Make, model, type and license of other vehicles involved.~~
- c) ~~Registered owner of other vehicle(s) involved.~~
- d) ~~Driver's name, age, address, and license number of other vehicle involved~~
- e) ~~All occupants' names and addresses in other vehicles involved~~
- f) ~~Names and addresses of all possible witnesses~~
- g) ~~Name of police or local law enforcement agency to which accident was reported.~~
- h) ~~Name and DPSST numbers of the police officers at the scene~~
- i) ~~Name of the insurance company which covers the other vehicles involved.~~
- j) ~~Names and addresses of persons injured and the extent of the injury.~~
- k) ~~Names of fire and/or medical personnel on scene.~~

~~4. All City vehicles are equipped with a post-accident reporting protocol card usually located in the glove box of the vehicle. Be sure to check for these on the vehicle pre-trip inspection and refer to it during follow up reporting immediately after an accident.~~

~~Copies of Police Department of local law enforcement agencies reports shall be forwarded to the City Manager's office within 24 hours of occurrence or as soon as available.~~

8. The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol when an employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person, or which results in any property damage beyond damage determined by the City to be more than trivial (de minimis). In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.

9. Information needed to properly complete accident reports:

- a) Location, time, and date
- b) Make, model, type and license of other vehicles involved.
- c) Registered owner of other vehicle(s) involved.
- d) Driver's name, age, address, and license number of other vehicle involved
- e) All occupants' names and addresses in other vehicles involved
- f) Names and addresses of all possible witnesses
- g) Name of police or local law enforcement agency to which accident was reported.
- h) Name and DPSST numbers of the police officers at the scene
- i) Name of the insurance company which covers the other vehicles involved.
- j) Names and addresses of persons injured and the extent of the injury.
- k) Names of fire and/or medical personnel on scene.

10. All City vehicles are equipped with a post-accident reporting protocol card usually located in the glove box of the vehicle. Be sure to check for these on the vehicle pre-trip inspection and refer to it during follow up reporting immediately after an accident.

Copies of Police Department of local law enforcement agencies reports shall be forwarded to the City Manager's office within 24 hours of occurrence or as soon as available.

11.

#### **Seat Belts and other Safety Policies**

~~9. — All passengers and drivers are required to wear seatbelts while operating or riding in a vehicle. The driver of the vehicle is responsible for enforcing the use of seatbelts by all occupants. Other vehicle occupants share in this responsibility because seatbelts are proven tools for reducing deaths and minimizing injuries from motor vehicle collisions.~~

~~10. — Drivers are to comply with all motor vehicle traffic laws while operating a vehicle on business, including laws relating to driving while intoxicated or driving under the influence of alcoholic beverages, illegal substances or medications~~

~~11. — Drivers are prohibited from overloading and/or overcrowding the vehicle.~~

### **~~EQUIPMENT PROTECTION AND MAINTENANCE~~**

~~It is the driver's responsibility to make sure vehicles are well maintained and in safe running condition. Frequent inspections must be conducted. Inspect your vehicle before starting out on the road. If the vehicle cannot be operated safely due to defective equipment or unsafe conditions, do not use it and report it to your immediate supervisor.~~

~~Priority Items to check are:~~

- ~~✓ — Brakes including parking brake operation~~
- ~~✓ — Steering~~
- ~~✓ — Instrument operation including speedometer and operation gauges~~
- ~~✓ — Oil level~~
- ~~✓ — Coolant level~~
- ~~✓ — Windshield wipers and washer fluid~~
- ~~✓ — Tires~~
- ~~✓ — Wheels~~
- ~~✓ — Lights (headlamps, brakes, makers, signals, reflectors, etc.)~~
- ~~✓ — Mirrors~~
- ~~✓ — Warning devices if so equipped~~
- ~~✓ — Glass (for cracks, defects and visual obstruction)~~
- ~~✓ — Horns~~
- ~~✓ — Maintenance service intervals~~
- ~~✓ — Safety equipment — fire extinguishers, first aid kits, and warning markers~~
- ~~✓ — Note: This list is not all inclusive. Other unique vehicle safety and operation features to check may be identified by specific Department Policy.~~

<u>Supersedes:</u> <u>SHPP Section</u>	<u>Adopted by City Council:</u>	<u>Effective Date:</u>
<u>City Manager:</u>		

## ACKNOWLEDGMENT OF RECEIPT

My signature on this pledge indicates that I understand my responsibilities as an operator of a municipal vehicle for the City of Sweet Home.

I have received and read a copy of the Fleet Safety Policy and agree to fulfill all my responsibilities listed therein. These include, but are not limited to:

1. Adhering to all policies and procedures governing the operation of City vehicles.
2. Maintaining a professional appearance of vehicle and equipment.
3. Ensuring safe operation of all vehicles and equipment.
4. Conducting and documenting required pre-trip and post-trip inspections, including defect reports.
5. Submitting any accident reports.
6. Submitting a copy of current driver's license for obtaining of Motor Vehicle Record.
7. Keeping the City Manager's Office of changes in my driving status.
8. Failure to comply with the conditions listed above may result in disciplinary action including termination.

Employee Signature \_\_\_\_\_ Date: I \_\_\_\_\_ have received a copy of the **City of Sweet Home's** Fleet Safety Program Handbook, and confirm I have read, understand, and will abide by its contents. If I have any questions regarding the Handbook's provisions, I will discuss them with my supervisor.

|

ATTACHMENT A  
DAILY DRIVER'S VEHICLE INSPECTION REPORT

Vehicle #: \_\_\_\_\_

Suggested Procedures:

- |   |                                     |
|---|-------------------------------------|
| <u>1. Check under hood</u>              | <u>5. Look under for leaks</u>      |
| <u>2. Start engine</u>                  | <u>6. Test brakes, steering and</u> |
| <u>3. Proceed with the in-cab check</u> | <u>transmission before leaving.</u> |
| <u>4. Walk around and examine the</u>   |                                     |
| <u>vehicle</u>                          |                                     |

**IN CAB**

- ☐ Mirrors, windshield, windows
- ☐ Horn, wipers and washers
- ☐ Defroster, heater
- ☐ Illuminated warnings
- ☐ Instruments and gauges
- ☐ Emergency equipment – fire extinguishers
- ☐ Seat belts
- ☐ Steering
- ☐ Cab – locks, latches, doors
- ☐ Brakes – service, parking
- ☐ Clutch

**EXTERIOR**

- ☐ Lights, flashers, signals
- ☐ Reflectors
- ☐ Tires, wheels, lugs, studs, drums
- ☐ Body Damage
- ☐ Cargo area condition – floor, wall, roof, door

Other Repair Found: \_\_\_\_\_

Vehicle Inspection Report: \_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

All Repairs Completed:

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_

Date \_\_\_\_\_

Employee Signature \_\_\_\_\_

~~Please read and sign, then return this page to the Human Resources~~

**RESOLUTION NO. 13 FOR 2020**

**A RESOLUTION ADOPTING THE REVISED CITY OF SWEET HOME FLEET SAFETY POLICY**

WHEREAS, it is in the best interest of the citizens of the City of Sweet Home and the employees of the City of Sweet Home that certain policies relating to Employee Safety by the City of Sweet Home be clearly set forth; and

WHEREAS, the City Manager of the City of Sweet Home, has prepared and presented to the City Council a manual of Fleet Safety Policies for City employees; and

WHEREAS, the adoption of these policies appear to be in the best interest of the City of Sweet Home and its employees, and as authorized by Sweet Home Municipal Code Chapter 2.48 - PERSONNEL SYSTEM;

WHEREAS, the plan shall take effect upon adoption by resolution of the City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SWEET HOME:

That the City Council hereby adopts the said Revised City of Sweet Home Fleet Safety Policy which is attached hereto.

This resolution shall become effective immediately upon passage by the City Council and signature of the Mayor.

PASSED by the Council and approved by the Mayor this 23<sup>rd</sup> day of June 2020.

---

Mayor

ATTEST:

---

City Manager - Ex Officio City Recorder

# City of Sweet Home

## FLEET SAFETY PROGRAM



**Updated May 26, 2020  
Adopted by City Council  
Resolution No. 13 for 2020**



# CITY OF SWEET HOME FLEET AND SAFETY POLICY



## INTRODUCTION

Policy: City of Sweet Home Fleet and Safety Policy  
Introduction

---

**Purpose** This Fleet Safety Program and vehicle operation rules are published for the information and guidance of employees of the City of Sweet Home. To drive safely is the first and foremost duty of every driver. This means driving defensively, anticipating the mistakes, actions, recklessness or absentmindedness of pedestrians or other drivers, and being prepared at all times to do everything possible to prevent an accident.

Our operation requires alert drivers who conduct themselves and their vehicles at all times in a manner that will reflect credit on the City of Sweet Home and the driver.

Drivers are required to observe all State vehicle operation laws, procedures outlined in this manual, the City Personnel Policy, and any applicable department vehicle and equipment operation policies at all times.

In order to maintain an efficient and orderly operation, it is necessary that we have certain rules which everyone is expected to follow. Familiarize yourself with these rules and operating procedures, and consult your supervisor if any of them are not clear to you.

---

NO JOB IS SO IMPORTANT, NO SERVICE SO URGENT THAT WE CANNOT  
TAKE THE TIME TO PERFORM IT **SAFELY!**

<i>Supersedes:</i> <i>SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

## SECTION 1

### CONDITIONS FOR DRIVING VEHICLES



POLICY: City of Sweet Home Fleet and Safety Policy  
Conditions for Driving Vehicles  
Section 1

---

Purpose Policy regarding the criteria an employee must meet to be able to drive a City vehicle. Accidents and citations involving off-duty driving in a personal vehicle count for the purpose of these rules

---

### QUALIFICATIONS

To qualify as a driver of the City of Sweet Home's vehicles, drivers must meet the following conditions:

1. Must be at least 21 years of age, or 18 years of age if an employee. (per OSHA)
2. Must have a current state of Oregon Driver's License.
3. Must have in effect a current liability insurance policy for his/her personal vehicle.
4. Must have knowledge of, and adhere to rules, state and municipal traffic laws and regulations whenever driving the City of Sweet Home's vehicles, or use of person vehicle for the conduct of official City activities.
5. Must have in possession while driving vehicles, a valid Oregon Driver License.
6. Be approved by your supervisor to drive on City of Sweet Home business.
7. Attended a sponsored defensive driving class at least once every three years.

**Employees must report to their supervisor any change in driving status. Failure to report a suspended license and other “prohibited” action may result in disciplinary action, up to and including, termination.**

1. **No major violations in the previous three years.** Major violations include:
  - Driving under the influence of alcohol or drugs
  - Driving while license is suspended or revoked
  - Leaving the scene of an accident
  - Reckless driving
  - Road rage incidents
  - Other similarly serious violations
2. **No more than two minor violations in the previous three years.** Minor violations include:
  - Speeding 20 MPH or less over the posted limit
  - Failure to obey a traffic control or signal
  - Improper lane change
  - Failure to signal
  - Failure to yield the right of way
  - Other similar violations
  - Failure to wear a seat belt
  - Cell phone or texting violations
3. **No more than one at-fault accident in the previous three years.** All accidents are considered at-fault unless proven otherwise.

<i>Supersedes: SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

## SECTION 2

### DRIVER ELIGIBILITY AND SUPERVISION GUIDELINES MATRIC



Purpose: City of Sweet Home Fleet and Safety Policy  
Driver Eligibility and Supervision Guidelines Matrix  
Section 2

Purpose Establish guidelines to indicate those drivers who would be deemed unacceptable to drive a fleet vehicle or to drive a personal vehicle on company business.

Number of Moving Violations Within Past 5 Years	Number of Accidents within Past 5 Years				Number of DUI or DWI within Past 5 Years
	0	1	2	3	1 or More
0	Clear	Acceptable	Borderline	Prohibited	Prohibited
1	Acceptable	Acceptable	Borderline	Prohibited	Prohibited
2	Acceptable	Borderline	Prohibited	Prohibited	Prohibited
3	Borderline	Prohibited	Prohibited	Prohibited	Prohibited
4	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
5	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited

Supersedes: SHPP Section	Adopted by City Council:	Effective Date:
City Manager:		

## SECTION 3

### DRIVER SUPERVISION



Policy: City of Sweet Home Fleet and Safety Policy  
Driver Supervision  
Section 3

---

**Purpose** The Driver Supervision policy and operator requirements have been established to reduce the risk of accidents and injuries when operating motor vehicles on City business.

---

#### Policy

1. Motor Vehicle Records: The City monitors driving records as a component of Risk Management, in order to identify needs for driver improvement. If the record check reveals any traffic crimes, license suspension, multiple infractions as identified in the driver guideline matrix, the employee may be required to participate in additional driver safety training, or be subject to discipline up to and including termination of employment.
2. Accident Review: All vehicle accidents will be investigated by the Police Department or local law enforcement agency. Law enforcement vehicle accident/incident reports will be reviewed by the Safety Committee to determine preventability.
  - a) A preventable accident is any accident in which the driver failed to do everything he/she could have reasonably done to prevent the accident.
  - b) A non-preventable accident is one in which the driver did everything he/she could reasonably have done to foresee the conditions leading to the accident and took suitable safeguards.
  - c) The involved driver will be advised of the decision and will be subject to a driving performance review per City policy. For law enforcement personnel this will likely be accompanied with disciplinary sanctions in accordance with City Personnel and applicable Department Policies.

### **“HOW TO DETERMINE PREVENTABILITY”**

This guide is to be used by the Vehicle Safety Committee in determining if an accident is Preventable or Non-Preventable:

1. What is a Preventable accident?

A PREVENTABLE accident is any accident in which the driver failed to do everything he/she reasonably could have done to avoid it.

2. What is a Non-Preventable Accident?

A NON-PREVENTABLE accident is an accident in which the driver did everything he/she reasonably could have done to foresee the things that caused the accident and guard against them.

## **COURTESY**

You are expected to show every courtesy and consideration toward other drivers and pedestrians. Your conduct while driving must be such that it will in no way reflect adversely upon the City of Sweet Home.

If a situation arises that you are unable to settle in a friendly manner, phone your supervisor and report the facts, and be guided by their advice.

## **PERSONAL USE OF CITY VEHICLES**

The City of Sweet Home prohibits the personal use of vehicles unless approved by supervisor as outlined in the Sweet Home Personnel policy and procedure handbook.

## **VEHICLE APPEARANCE**

City vehicles need to be kept as clean as possible. State law prohibits smoking in public vehicles. Eating in vehicles should be kept to a minimum for housekeeping, but also to limit driving distractions.

## **SUGGESTIONS**

The City of Sweet Home will appreciate any suggestions from you that may improve our safety, service, and working conditions to make our operation more efficient and safe.

## **MOVING VIOLATIONS**

Employees operating City vehicles or personal vehicles for the conduct of official City business will be liable for all speeding, traffic violations, and parking violations.

## **CELL PHONES & TEXTING**

Oregon law prohibits the use of cell phones while driving, unless employees are using a “hands-free accessory.” Please note, the use of a speaker phone is not considered a “hands-free” accessory”. Texting while driving is prohibited.

## **PASSENGERS**

Your supervisor must approve all non-City employee passengers. Generally, it is not approved to have family members as passengers in public vehicles. All passengers must wear seat belts.

<i>Supersedes: SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

## SECTION 4

### SAFETY



Policy: City of Sweet Home Fleet and Safety Policy  
Safety  
Section 4

---

Purpose Policy to establish procedures to make sure that all vehicles that are used for City business are maintained to an acceptable level of safety and that basic devices are in operating condition.

---

### INSPECTIONS

A pre-trip inspection will be made at the start of each shift to ensure vehicle is in safe operating condition in accordance with established Department policy. A post-trip inspection should be made at the end of each shift and or vehicle use, to effectively report any damage or concerns on vehicle at the completion of the trip.

### SAFE DRIVING

#### **Be a Defensive driver:**

A defensive driver is defined as, "One who is careful to commit no driving errors themselves, who makes allowance for the lack of skill or improper attitude on the part of the other driver, and who does not allow hazards of weather and road conditions or the action of pedestrians and other drivers to involve themselves in an accident. Keeps continually on the alert, recognizes an accident-producing situation far enough in advance to apply the necessary preventive action, and concedes the right-of-way when necessary to prevent an accident."

#### **Speed:**

The maximum speed limit is the "posted speed limit". Your speed at all times **shall** be reasonable and prudent with due consideration given to weather, other traffic, conditions of the road and intersecting side roads of highways and city roads.

Adhering to the posted speed limit is important in terms of traffic citations, reduced insurance rates, reduced maintenance cost, increased tire life and fuel conservation.

### **Striking fixed Objects:**

In handling your vehicle on the highway, in city traffic, and at loading and unloading spots, remember that striking any fixed object such as abutments, parked cars, loading docks, overhead pipes or hydrants is classified as the fault of the driver.

### **Proper Backing:**

When practicable, walk around the vehicle to see that nothing is behind or in front of the vehicle before driving away. If there are two persons available in the vehicle, one person should safely stand behind the vehicle to “spot” while backing up.

### **Passing or Meeting a School Bus:**

When approaching a school bus, be on guard at all times for signals of intention to either discharge or pick up school children. Be on the alert for the actions of these school buses. It is illegal to pass, in either direction, a school bus that is stopped to pick up or discharge passengers. The only exception to this rule is when the roadway is divided by a barrier.

### **Pedestrians:**

Vehicles have NO right-of -way where pedestrians are concerned. Legally, pedestrians may walk on either side of the road, they can legally cross at all intersections whether marked by a crosswalk or not, and they can step out from behind a parked car on a busy city street. Never assume that pedestrians, especially younger children, see you.

### **Seat Belts and other Safety Policies**

1. All passengers and drivers are required to wear seatbelts while operating or riding in a vehicle. The driver of the vehicle is responsible for enforcing the use of seatbelts by all occupants. Other vehicle occupants share in this responsibility because seatbelts are proven tools for reducing deaths and minimizing injuries from motor vehicle collisions.
2. Drivers are to comply with all motor vehicle traffic laws while operating a vehicle on business, including laws relating to driving while intoxicated or

driving under the influence of alcoholic beverages, illegal substances, or medications

3. Drivers are prohibited from overloading and/or overcrowding the vehicle.

## **EQUIPMENT PROTECTION AND MAINTENANCE**

It is the driver's responsibility to make sure vehicles are well-maintained and in safe running condition. Frequent inspections must be conducted. Inspect your vehicle before starting out on the road. If the vehicle cannot be operated safely due to defective equipment or unsafe conditions, do not use it and report it to your immediate supervisor.

Priority Items to check are:

- ✓ Brakes including parking brake operation
- ✓ Steering
- ✓ Instrument operation including speedometer and operation gauges
- ✓ Oil level
- ✓ Coolant level
- ✓ Windshield wipers and washer fluid
- ✓ Tires
- ✓ Wheels
- ✓ Lights (headlamps, brakes, makers, signals, reflectors, etc.)
- ✓ Mirrors
- ✓ Warning devices if so equipped
- ✓ Glass (for cracks, defects and visual obstruction)
- ✓ Horns
- ✓ Maintenance service intervals
- ✓ Safety equipment – fire extinguishers, first aid kits, and warning markers
- ✓ Note: This list in not all inclusive. Other unique vehicle safety and operation features to check may be identified by specific Department Policy.

<i>Supersedes: SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

## SECTION 5

### ACCIDENTS AND INCIDENTS



Policy: City of Sweet Home Fleet and Safety Policy  
Accidents and Incidents  
Section 5

---

Purpose Policy to establish procedures for employees to follow in the event of an accident.

**YOU MUST REPORT EVERY ACCIDENT TO YOUR SUPERVISOR  
WITHOUT FAIL, NO MATTER HOW MINOR.**

1. Get medical attention immediately, if needed. Prevent the moving of injured persons unless absolutely necessary.
2. Contact the Police Department or local law enforcement agency and your immediate supervisor as soon as possible. Be specific about location, time, extent of injury (if known) and damage, and how you can be reached. If you cannot make contact with your immediate supervisor, contact your Department Head and/or the City Manager's office to notify them of the incident. Do not leave vehicle unattended after an accident except in an extreme emergency.
3. Park safely and set out warning devices. Do not leave vehicle unattended after an accident except in an extreme emergency.
4. Be sure to get the names of witnesses for or against you. If a witness refuses to give his/her name, record the license number of his/her vehicle. Regardless of the facts, admit nothing, promise nothing, and DO NOT ARGUE. Give your name, your entities name and offer to show your license.
5. Have pictures taken whenever possible. Do not move or allow any vehicles to be moved until someone arrives who can verify or witness the position of the vehicles, length, and position of the skid marks, and lights on the vehicles if at night
6. Stay at the scene of the accident until instructed by a police officer to proceed.

7. If you are involved in an accident with an unattended vehicle, you must stop and try to locate the owner. If you cannot locate the owner, you must place a note in or on the vehicle giving your name and entity's name and address.
8. The City may require an employee to immediately submit to blood, urine, or Breathalyzer testing to detect drugs or alcohol when an employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person, or which results in any property damage beyond damage determined by the City to be more than trivial (de minimis). In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.
9. Information needed to properly complete accident reports:
  - a) Location, time, and date
  - b) Make, model, type and license of other vehicles involved.
  - c) Registered owner of other vehicle(s) involved.
  - d) Driver's name, age, address, and license number of other vehicle involved
  - e) All occupants' names and addresses in other vehicles involved
  - f) Names and addresses of all possible witnesses
  - g) Name of police or local law enforcement agency to which accident was reported.
  - h) Name and DPSST numbers of the police officers at the scene
  - i) Name of the insurance company which covers the other vehicles involved.
  - j) Names and addresses of persons injured and the extent of the injury.
  - k) Names of fire and/or medical personnel on scene.
10. All City vehicles are equipped with a post-accident reporting protocol card usually located in the glove box of the vehicle. Be sure to check for these on the vehicle pre-trip inspection and refer to it during follow up reporting immediately after an accident.
11. Copies of Police Department of local law enforcement agencies reports shall be forwarded to the City Manager's office within 24 hours of occurrence or as soon as available.

<i>Supersedes:</i> <i>SHPP Section</i>	<i>Adopted by City Council:</i>	<i>Effective Date:</i>
<i>City Manager:</i>		

# ACKNOWLEDGMENT OF RECEIPT

My signature on this pledge indicates that I understand my responsibilities as an operator of a municipal vehicle for the City of Sweet Home.

I have received and read a copy of the Fleet Safety Policy and agree to fulfill all my responsibilities listed therein. These include, but are not limited to:

1. Adhering to all policies and procedures governing the operation of City vehicles.
2. Maintaining a professional appearance of vehicle and equipment.
3. Ensuring safe operation of all vehicles and equipment.
4. Conducting and documenting required pre-trip and post-trip inspections, including defect reports.
5. Submitting any accident reports.
6. Submitting a copy of current driver's license for obtaining of Motor Vehicle Record.
7. Keeping the City Manager's Office of changes in my driving status.
8. Failure to comply with the conditions listed above may result in disciplinary action including termination.

---

Employee Signature

---

Date:



ATTACHMENT A  
DAILY DRIVER'S VEHICLE INSPECTION REPORT

Vehicle #: \_\_\_\_\_

Suggested Procedures:

1. Check under hood
2. Start engine
3. Proceed with the in-cab check
4. Walk around and examine the vehicle
5. Look under for leaks
6. Test brakes, steering and transmission before leaving.

**IN CAB**

- ☐ Mirrors, windshield, windows
- ☐ Horn, wipers and washers
- ☐ Defroster, heater
- ☐ Illuminated warnings
- ☐ Instruments and gauges
- ☐ Emergency equipment – fire extinguishers
- ☐ Seat belts
- ☐ Steering
- ☐ Cab – locks, latches, doors
- ☐ Brakes – service, parking
- ☐ Clutch

**EXTERIOR**

- ☐ Lights, flashers, signals, reflectors
- ☐ Leaks – water, oil, fuel, grease
- ☐ Tires, wheels, lugs, studs, drums
- ☐ Body Damage
- ☐ Cargo area condition – floor, wall, roof, door

Other Repair Found: \_\_\_\_\_

Vehicle Inspection Report:

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

All Repairs Completed:

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_

# REQUEST FOR COUNCIL ACTION

---

**TITLE:** Request for Council Action – Civil Penalty Resolution

**PREFERRED AGENDA:** June 9, 2020

**SUBMITTED BY:** City Attorney, Robert Snyder

**REVIEWED BY:** City Manager, Ray Towry

**TYPE OF ACTION:** **Resolution x** Motion\_\_\_ Roll Call\_\_\_ Other\_\_\_

**RELEVANT CODE/POLICY:** Vision Statement: WE ASPIRE to have an effective and efficient local government.

**TOWARDS COUNCIL GOAL:** Goal 2 Section 1 Update and streamline

**ATTACHMENTS:** Proposed Resolution 14 for 2020

---

## **Purpose of this RCA:**

To pass the proposed Resolution concerning civil penalties that are included as one remedy for the city to use in an enforcement action in several chapters of the Sweet Home Municipal Code (SHMC).

## **Background/Context:**

The SHMC in several chapters refers to civil penalties as one remedy for the city to use in a given enforcement action to gain compliance with the code. Where civil penalties are mentioned they are only one of the remedies that can be used and are by their very nature only used when absolutely necessary because there is a mandated process to follow before they come into play. The four code sections that refer to civil penalties are:

1. [SHMC 8.12.070](#) concerning Chronic Nuisance Property and enforcement by the Judge of the Sweet Home Municipal Court;
2. [SHMC 13.06.070](#) concerning Erosion Control and enforcement by the Public Works Director;
3. [SHMC 13.08.650](#) concerning the Sewer System and enforcement by the Public Works Director; and
4. [SHMC 15.03.010](#) concerning Various Building Codes and enforcement by the Building Official.

[SHMC 8.12.070](#) sets out an up to \$500 a day civil penalty in the code section and this proposed Resolution would make the same up to \$500 a day civil penalty apply to any other code section that refers to a civil penalty that does not have a given civil penalty therein, as is the case in [SHMC 8.12.070](#) and [SHMC 13.08.650](#) which set forth in each

code section what the civil penalty is to be.

[SHMC 13.06.070](#) and [SHMC 15.03.010](#) are the two code sections that refer to the City Council setting the civil penalty by resolution.

Please be aware that the civil penalty uses a different process and is not the same as the violation process common to most of the other code sections. The violation process uses the \$500 a day wording that can apply to a citation into Sweet Home Municipal Court.

Finally, please note that the wording is “up to \$500 a day” so that the person doing the enforcement action can bring in all elements of the matter and look at the total picture in making their decision on what is appropriate in each given case.

**The Challenge/Problem:**

Should the City Council pass the proposed Resolution to address the references in the code to a resolution by City Council setting civil penalties?

**Stakeholders:**

City Council to support the enforcement provisions of the SHMC.

Citizens of Sweet Home to help promote enforcement of safety provisions of the SHMC.

City Staff to obtain direction for the code provisions on civil penalties.

**Issues and Financial Impacts:**

There are no financial impacts to this resolution for the City.

**Elements of a Stable Solution:**

This proposed Resolution will provide a set civil penalty for the city officials to use unless another is provided by City Council or by the code itself.

**Options:**

1. Do nothing. Leave the civil penalty to be set by City Council at a later date.
2. Request staff to make additional revisions. City Council to decide if any changes to the proposed Resolution are needed.
3. Make a Motion to approve Resolution No. 14 for 2020, a resolution approving setting of civil penalties.

**Recommendations:**

Option 3: Make a Motion to approve Resolution No. 14 for 2020, a resolution approving setting of civil penalties.

RESOLUTION NO. 14 FOR 2020

A RESOLUTION APPROVING SETTING CIVIL PENALTY

WHEREAS, In certain chapters of the Sweet Home Municipal Code (SHMC) there are references to civil penalties being set by City Council resolution;

NOW, THEREFORE, THE CITY OF SWEET HOME RESOLVES AS FOLLOWS:

Unless otherwise set by City Council or specifically specified in SHMC when SHMC refers to civil penalty being set by City Council resolution the monetary civil penalty is hereby set at up to \$500.00 per day for each day the violation of the SHMC occurs.

This resolution shall be effective upon the passage thereof.

PASSED by the City Council and approved by the Mayor this 9th day of June, 2020.

---

Mayor

ATTEST:

---

City Manager - Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

---

**Title:** Request for Council Action – 2019-20 Audit Contract

**Preferred Agenda:** June 9, 2020

**Submitted By:** Brandon Neish, Finance Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion \_\_\_\_ Roll Call \_\_\_\_ Other   X  

**Relevant Code/Policy:** ORS 297.425  
SH Financial Policy Section IX

**Towards Council Goal:** Goal 2.4: Develop transparency in all communication  
Goal 2.5: Continue to implement strong financial “best” practices

**Attachments:** Grove, Mueller & Swank, P.C. Contract

---

## **Purpose of this RCA:**

To enter into contract with Grove, Mueller & Swank, P.C. for a base amount not to exceed \$34,000 for audit services for the 2019-2020 fiscal year as required by state law.

## **Background/Context:**

The City has contracted with Grove, Mueller & Swank for auditing services since 2001. GMS was selected as the City’s auditors during a Request for Proposal process last completed in 2001. The contract to audit the City’s 2018-2019 fiscal year was \$30,000. As stated in the contract, Grove, Mueller & Swank have agreed to audit the City’s 2019-2020 records and perform the necessary testing required under state law and according to Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB). Upon completion of the audit, the Auditors will deliver to the City a report outlining the qualitative aspects of the City’s significant accounting practices, any difficulties encountered during the audit, disagreements with Management (the City), significant issues arising from the audit and additional items.

## **The Challenge/Problem:**

Should City Council enter into a contract to continue auditing services with Grove, Mueller & Swank, P.C.?

## **Stakeholders:**

- State of Oregon – State law requires annual audits of municipalities by a third-party auditor.
- City of Sweet Home citizens – Citizens want to know that the City is operating efficiently and within legal confines. Additionally, citizens paying taxes and fees want to know those funds

are being spent appropriately. The audit ensures transparency of the City's financial processes and records.

- City of Sweet Home City Council – Council is ultimately responsible for the overall direction of the city government which includes financial records. Audits ensure those records are in good standing and highlight potential areas for change or growth.
- City of Sweet Home staff – The audit highlights how staff spent money during the year and recommends changes to processes and procedures designed to protect from misuse of government funds. The audit also demonstrates whether departments worked within their budgets for the fiscal year.

**Issues and Financial Impacts:**

\$40,000 has been budgeted for auditing services in the 2020-2021 operating budget.

**Elements of a Stable Solution:**

Continue to comply with state law which necessitates an annual audit to be completed for the fiscal year ending June 30, 2020.

**Options:**

1. Do Nothing – Under state law, this is not a viable option.
2. Move to approve the contract with Grove, Mueller & Swank, P.C.
3. Direct staff to find another auditing service – The Council could direct the Finance Department to complete a Request for Proposals for auditing services that would better fit the needs of the community and the Council.

**Recommendation:**

Staff recommends option 2, move to approve the contract with Grove, Mueller & Swank, P.C. GMS has been auditing the City's financials for many years and is familiar with our practices and financial records/systems. City staff and the Council have been pleased with past work completed by GMS and the auditors have always been frank and honest with the City related to its financial health and reports. Additionally, while possible to find another audit service, the time required to locate and sign another firm could put the City in jeopardy of not completing its audit requirements timely. Should the Council so wish to find another firm, staff would recommend approving the current contract and direct staff to begin the search for another firm to audit the 2020-2021 financials.

CITY OF SWEET HOME  
CONTRACT FOR SERVICES

THIS CONTRACT, made this 13th day of May, 2020, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.740 between Grove, Mueller & Swank, P.C., Certified Public Accountants of Salem, Oregon, and the City of Sweet Home, Oregon provides as follows:

It hereby is agreed that Grove, Mueller & Swank, P.C. shall conduct an audit of the accounts and fiscal affairs of the City, for the year beginning July 1, 2019, and ending June 30, 2020, in accordance with the Minimum Standards for Audits of Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions.

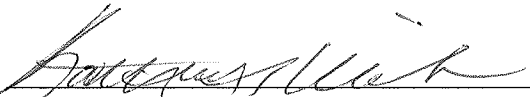
Grove, Mueller & Swank, P.C. agrees that the services contracted to perform under this contract shall be rendered by or under personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Grove, Mueller & Swank, P.C. are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City, who shall instruct in writing Grove, Mueller & Swank, P.C. concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit period covered by this contract (unless agreed to by both parties). Adequate copies of such report shall be delivered to the City, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that the City is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the City of Sweet Home hereby agrees to pay Grove, Mueller & Swank, P.C. the fee as described in the audit engagement letter dated May 13, 2020, and the City hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

  
Katherine R. Wilson, CPA  
Grove, Mueller & Swank, P.C.

\_\_\_\_\_  
Ray Towry, City Manager  
City of Sweet Home

5/13/2020  
Date

\_\_\_\_\_  
Date



## GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS  
475 Cottage Street NE, Suite 200, Salem, Oregon 97301  
(503) 581-7788

May 13, 2020

City Council  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Sweet Home, Oregon (the City), as of June 30, 2020 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that certain required supplementary information such as management's discussion and analysis (MD&A) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Individual fund budgetary schedules for the general fund and major special revenue funds. Due to Oregon law, this RSI will receive an "in-relation-to" opinion.
- 3) Schedule of the City's Proportionate Share of the Net Pension Liability (Asset) - Oregon Public Employees Retirement System.
- 4) Schedule of the City's Contributions - Oregon Public Employees Retirement System.
- 5) Schedule of Changes in Other Postemployment Benefits Liability and Related Ratios – Implicit Rate Subsidy.
- 6) Schedule of the City's Proportionate Share of the Net OPEB Liability (Asset) – Oregon Public Employees Retirement System Retiree Health Insurance Account.
- 7) Schedule of the City's Contributions – Oregon Public Employees Retirement System Retiree Health Insurance Account.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining fund statements.
- 2) Individual fund budgetary schedules other than general fund and major special revenue funds.

Also, the document we submit to you will include an introductory section that will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

### **Auditor Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and in accordance with the Minimum Standards for Audits of Oregon Municipal Corporations. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

## Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c) To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e) For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f) For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- g) For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information

and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

## **Reporting**

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on compliance with Minimum Standards for Audits of Oregon Municipal Corporations upon completion of our audit.

## **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Katherine Wilson, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Grove, Mueller & Swank P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that Grove, Mueller & Swank, PC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services is estimated at \$34,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

The audit documentation for this engagement is the property of Grove, Mueller & Swank P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State of Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Grove, Mueller & Swank P.C.'s personnel. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit findings for guidance prior to destroying the audit documentation.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- 1) Our view about the qualitative aspects of the City's significant accounting practices;
- 2) Significant difficulties, if any, encountered during the audit;
- 3) Uncorrected misstatements, other than those we believe are trivial, if any;
- 4) Disagreements with management, if any;
- 5) Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- 6) Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- 7) Representations we requested from management;
- 8) Management's consultations with other accountants, if any; and
- 9) Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,



CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of the City of Sweet Home, Oregon.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# REQUEST FOR COUNCIL ACTION

---

**Title:** Request for Council Action – FEMA/State of Oregon Infrastructure Contract

**Preferred Agenda:** June 9, 2020

**Submitted By:** Brandon Neish, Finance Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion   X   Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** 42 U.S.C. ch. 68 § 5121

**Towards Council Goal:** Goal 2.6: Employ sound technology to maximize efficiency  
Goal 3.2: Improve community safety, Police, Community Design, etc.

**Attachments:** Oregon Military Department Office of Emergency Management FEMA-DR-4499-OR Letter  
State of Oregon Office of Emergency Management Infrastructure Contract 4499-DR-OR

---

## **Purpose of this RCA:**

To review and authorize staff to enter into an agreement with the Oregon Office of Emergency Management (OEM) and the Federal Emergency Management Agency (FEMA) for distribution of disaster funds related to novel coronavirus (COVID-19).

## **Background/Context:**

The Governor of the state of Oregon declared a state-wide emergency due to the COVID-19 pandemic by Executive Order 20-03 on March 8, 2020. The President of the United States of America declared a nationwide emergency authorizing FEMA disaster funds and assistance under Title V of the Stafford Act on March 13, 2020. On March 19, 2020, the City of Sweet Home declared a state of emergency due to the COVID-19 pandemic. The City has incurred nearly \$60,000 in costs associated with COVID-19 response and mitigation and will likely forgo revenues in multiple funds impacting fund balances and capacity. Included in the COVID-19 response and mitigation costs are the hours and pay for staff responsible for responding during this public health crisis along with costs for Personal Protective Equipment, technology and additional supplies and services. All costs associated with the pandemic are being tracked specifically to report to the state and federal government for potential reimbursements allowed under the emergency declarations and applicable statutes and codes.

To qualify for FEMA disaster funds, the City must enter into the included agreement with the State of Oregon who will act as the intermediary for funds distribution. FEMA reimbursements will cover 75% of applicable costs while the City remains responsible for the remaining 25%.

### **The Challenge/Problem:**

Should the City work with the Federal Emergency Management Agency and the State of Oregon to recoup a portion of the costs incurred to address and combat the novel coronavirus (COVID-19)?

### **Stakeholders:**

- City of Sweet Home citizens – The novel coronavirus has impacted every facet of life and Sweet Home's citizens are not immune from its devastating toll on health and economic stability. Obtaining federal disaster funds to reimburse costs incurred by the City for the pandemic ensures that taxpayer dollars can continue to be spent on the same priorities and outcomes that citizens expected from their government prior to (and after) the pandemic and ensures stability in fees, taxes, and other revenue generating methods employed by the City to operate efficiently and effectively.
- City of Sweet Home City Council – The City Council authorized the City's disaster declaration during a special Council meeting held on March 19, 2020. The City Council also passed several additional resolutions, proclamations and policies that would protect the community and employees from the effects of this virus. The City Council is also responsible for the adoption and oversight of the City's annual budget which is currently being tapped to pay for the City's response, limiting the ability for the City to operate as it normally would.
- City of Sweet Home staff – Staff has worked to minimize the costs associated with the City's response to coronavirus to ensure continued fiscal stability in the long-term. With the continuation of mandated closures and the unknown timeline related to the virus, FEMA reimbursements would give staff and the City and reprieve from program reductions to balance the budget and ensure continued success.

### **Issues and Financial Impacts:**

Approximately \$60,000 has been spent to-date on the COVID-19 response. These expenditures have come directly from the pre-existing expenditure authorizations adopted by the City Council and may have short-term and long-term effects on department operations and service offerings. Additional costs are likely throughout the summer and as we begin to reopen Oregon and the nation, which could result in an increase in cases. Finally, the economic toll related to COVID-19 is currently unknown. Congress has stepped up to provide stopgap measures to mitigate a financial meltdown, but much remains unknown when it comes to timelines, the virus and whether the globe will be right back in this crisis when fall and winter return.

### **Elements of a Stable Solution:**

Enter into this agreement with OEM to allow the City to obtain reimbursement from the federal government of up to 75% of expenditures associated with responding to coronavirus.

### **Options:**

1. Do Nothing – Department budgets will be reviewed regularly, and expenditures frozen to mitigate overspending adopted authority. Service reductions and/or other reductions in spending may be necessary in exchange for purchasing PPE and compensating staff for response related to the virus.
2. Move to authorize City staff to enter into agreement with OEM for FEMA and other federal funding opportunities – This option allows the City to apply for FEMA reimbursements which would offset expenses incurred by the City for COVID-19

response and mitigation thereby extending the health of the City's financial outlook amid the uncertainty in future resources.

3. Request that staff find other financial opportunities to net COVID-19 costs – The Council could direct staff to pursue other options outside of this agreement with FEMA thereby forgoing the disaster funds available.

**Recommendation:**

Staff recommends option 2, move to authorize City staff to enter into agreement with OEM for FEMA and other federal funding opportunities. Disaster funds exist to give those who have gone through a terrible ordeal a chance at recovery without additional hassles interfering. This application will ensure that the City, under applicable laws and orders, will have the ability to seek reimbursement on a portion of the costs incurred during the novel coronavirus pandemic. These funds will aid in keeping department budgets whole so they can focus on new, innovate ways to provide customers with the same exception we've delivered since 1893.



# Oregon

Kate Brown, Governor

**Military Department**  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
Phone: (503) 378-2911  
Fax: (503) 373-7833

May 22, 2020

Brandon Neish  
City of Sweet Home  
3225 Main St  
Sweet Home, OR, 97386

RE: FEMA-DR-4499-OR  
PA City of Sweet Home

Dear Mr. Neish,

Enclosed is a copy of the formal contract that will need to be signed by your jurisdiction in order to receive federal disaster relief funding for Public Assistance for DR-4499-OR. This contract is a follow-up to the Request for Public Assistance that your agency has filed with FEMA, and is the official contract by which you will be receiving your disaster assistance.

We would ask that you return this contract to our agency as soon as possible as they will need to be signed by both parties before any funding can be processed. The contract will need to be signed by someone with the authority to obligate your jurisdiction (such as an elected official or chief financial officer). **Be sure to fill in the information needed on Pages 10-11.** After both parties have signed the contracts, a copy will be returned to you for your records.

Along with the contract, we have attached an example of a Project Worksheet or PW. This is what your written project will look like after it has been obligated by FEMA. An example of the Exhibit A form is attached. This is a sum of federal funds that has been obligated to your entity. You will receive a new exhibit A with every project worksheet (PW) to keep a running total of funds obligated.

If you have any questions, please contact Julie Slevin at 503-378-2235.

Sincerely,

Jessica Bellshaw  
Grants Assistant  
Oregon Emergency Management



STATE OF OREGON  
OFFICE OF EMERGENCY MANAGEMENT  
INFRASTRUCTURE CONTRACT 4499-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and City of Sweet Home a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the Nationwide Emergency Declaration issued by the President on March 13, 2020, as a result of Coronavirus Disease 2019 (COVID-19) beginning on January 20, 2020, and continuing, authorizes Department of Homeland Security, Federal Emergency Management Agency (FEMA), to provide appropriate assistance for required emergency measures, authorized under Title V of the Stafford Act, to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the designated areas;

WHEREAS FEMA is specifically authorized to provide emergency protective measures (Category B) not authorized under other Federal statutes, including direct federal assistance, under the Public Assistance program at 75 percent federal funding; and

WHEREAS OEM is authorized by the 2020 FEMA-State Agreement for the Coronavirus Disease 2019 (COVID-19) to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by FEMA and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4499-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for emergency protective measures taken to respond to the COVID-19 emergency during the period of January 20, 2020, and continuing, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

### 3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

### 4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

### 5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4499-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

### 6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
  - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4499-DR-OR, that amount is \$131,100.
  - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects

- a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
- b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

- 3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4499-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

## 7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

## 8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

- 1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
  - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial

number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

## 9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal

Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

#### 10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

#### 11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

## 12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

## 13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

## 14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

## 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

## 16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed 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 OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **17.0 TERMINATION**

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.
2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

## **18.0 WAIVERS**

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## **19.0 INDEMNIFICATION**

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

## **20.0 SUBRECIPIENT ASSURANCES**

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the

provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject

employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.  
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## 21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

## 22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

## 23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable,

adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

#### 24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

#### 25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

#### 26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME  
TITLE  
ADDRESS  
CITY  
Phone:  
Fax:

For OEM:

Matt Marheine  
Alternate Governor's Authorized Representative  
Office of Emergency Management  
P. O. Box 14370  
Salem, OR 97309-5062  
Phone: (503) 378-3434  
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

#### 27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions

imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

---

Matt Marheine, Alternate GAR  
Office of Emergency Management  
Date:

---

Subrecipient Signature  
Printed Name:  
Title:  
Date:

APPROVED  
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE  
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler  
Assistant Attorney General  
By Email  
DATE: 4/2/20

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Office of Emergency Management  
P. O. Box 14370  
Salem, OR 97309-5062  
CFDA:

Address:

Phone:

**EXHIBIT A –**

**Information Required by 2 CFR 200.331(a)(1)**

**Federal Award Identification**

1. Subrecipient\* Name (which must match the name associated with 2. Below):
2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):
3. Sub-award Period of Performance Start and End Date:
4. Total Amount of Federal Funds Obligated by this Agreement:
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$
6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of pass-through entity: Oregon Office of Emergency Management
  - (b) Contact Information for Awarding Official of the pass-through entity: Andrew Phelps
7. Federal Award:
  - (a) Federal Award Identification Number (FAIN): DR-4499-OR
  - (b) Disaster Declaration Date: 3/28/2020
  - (c) Incident Period: 1/20/2020 -continuing.
  - (d) Federal Award Date:
  - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
  - (f) Federal Awarding Agency: FEMA
  - (g) CFDA Number and Name: Public Assistance Grant, 97.036  
Amount: \$
  - (h) Indirect Cost Rate: 0
  - (i) Is Award Research and Development? Yes X No

\*For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

\*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

Exhibit B

<u>P</u>	
Applicant Name:	Application Title:
Period of Performance Start:	Period of Performance End:

Bundle Reference # (Amendment #)	Date Awarded
----------------------------------	--------------

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET											
DISASTER				PROJECT NO.		PA ID NO.		DATE		CATEGORY	
FEMA	4258	-	DR	-OR							
APPLICANT:						WORK COMPLETE AS OF:					
Site 1 of 1											
DAMAGED FACILITY:						COUNTY:					
LOCATION:								LATITUDE:		LONGITUDE:	
Current Version:											
DAMAGE DESCRIPTION AND DIMENSIONS:											
SCOPE OF WORK:											
Current Version:											
Does the Scope of Work change the pre-disaster conditions at the site?						Special Considerations included?					
Yes No						Yes No					
Hazard Mitigation proposal included?						Is there insurance coverage on this facility?					
Yes No						Yes No					
PROJECT COST											

## Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	\$
PREPARED BY			TITLE	SIGNATURE	
APPLICANT REP.			TITLE	SIGNATURE	

SAMPLE



# REQUEST FOR COUNCIL ACTION

---

**Title:** City Manager Contract

**Preferred Agenda:** June 9, 2020

**Submitted By:** R. Towry, City Manager

**Reviewed By:** R. Snyder, City Attorney

**Type of Action:** Resolution \_\_\_\_ **Motion** **X** Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** City Manager Contract/Charter

**Towards Council Goal:** Goal #2.3: BE AN EFFECTIVE AND EFFICIENT GOVERNMENT - Invest in long-term staff stability & training.

**Attachments:** City Manager Contract 2019 Mark Up  
City Manager Contract 2020

---

**Purpose of this RCA:**

To meet contractual agreement and review the City Manager Contract which “expired” in March 2019.

**Background/Context:**

The Council renewed an employment contract with the City Manager in 2019. The contract expired and is up for review. This contract requests use of a currently unused city vehicle for “on call” status and an increase in vacation allotment to the second step for City Employees (from 96 hours/year to 120 hours/year) per the Employee Policy Manual. Any other updates are dates, updating current address for City Hall or otherwise technical in nature and does not affect the value of the contract.

The contract continues to state the City Manager’s salary shall be determined by the Council through their adopted salary schedule for non-represented employees as has been past practice.

**The Challenge/Problem:**

How do we update the City Manager contract in a manner that is transparent to the community and fair to the employee?

**Stakeholders:**

- City Residents. Residents deserve the best professional administration available to them at a fair value. Consistency in management is also valuable.

- *Council Members.* Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible and return on the taxpayer's investment. They must balance leadership with representation.
- *Management Team.* Comprised of six department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- *City Manager.* *Employed by the City Council to operate day to day functions of the organization.*

### **Issues and Financial Impacts:**

There is no increase related to the salary or benefits outlined in the contract. There is an increase to the vacation allotment and use of the City vehicle is an expense to the City but is a "normal" practice for City Management.

### **Elements of a Stable Solution:**

To actually solve this issue, the Council needs to approve a contract that strikes a balance between the needs of the community and fair compensation for employees.

### **Options:**

1. *Do Nothing.* The Manager would be under the previous contract unless either party decides to terminate it.
2. *Review the contract and suggest revisions.* The Council could suggest other revisions to the contract.
3. *Motion to approve the City Manager contract effective June 9, 2020, as presented.* Motion to approve the contract as presented.

### **Recommendation:**

None

CITY OF SWEET HOME  
CITY MANAGER  
EMPLOYMENT CONTRACT

WHEREAS this EMPLOYMENT CONTRACT is made and entered into effective the 9th day of June, 2020, 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 for, "At least 5 and less than 10 years, 120 hours" annual accrual.

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.

Manager will be allowed use of city vehicle for work and "on call" purposes. Manager understands the use of the vehicle will be reported by the city and taxed according to the IRS rules. City-owned cars are provided solely for business activities and should not be used for any other purposes other than di minis stops. Manager's use will be consistent with City Policy regarding safety and use privileges.

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 entities.

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  
2225 Main St PO Box 698  
Sweet Home, Oregon 97386

Manager  
Raymond Towry  
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 June 9, 2020, 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 9th day of June 2019.

CITY OF SWEET HOME

MANAGER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Towry

\_\_\_\_\_  
Date

CITY OF SWEET HOME  
CITY MANAGER  
EMPLOYMENT CONTRACT

WHEREAS this EMPLOYMENT CONTRACT is made and entered into effective the 9th day of June, 2020, 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 for, "At least 5 and less than 10 years, 120 hours" annual accrual.

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.

Manager will be allowed use of city vehicle for work and "on call" purposes. Manager understands the use of the vehicle will be reported by the city and taxed according to the IRS rules. City-owned cars are provided solely for business activities and should not be used for any other purposes other than di minis stops. Manager's use will be consistent with City Policy regarding safety and use privileges.

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 entities.

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  
3225 Main St  
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 June 9, 2020, 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 9th day of June 2019.

CITY OF SWEET HOME

MANAGER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Towry

\_\_\_\_\_  
Date



# REQUEST FOR COUNCIL ACTION

---

**Title:** Enterprise Fleet Management Contract

**Preferred Agenda:** June 9, 2020

**Submitted By:** Brandon Neish, Finance Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:**

**Towards Council Goal:** Goal 2.1: Update and streamline processes  
Goal 2.6: Employ sound technology to maximize efficiency

**Attachments:** Enterprise Fleet Management Master Lease Agreement  
Enterprise Assignment Agreement

---

## **Purpose of this RCA:**

To review the proposal from Enterprise Fleet Management to optimize the City's fleet procurement and disposition.

## **Background/Context:**

The City of Sweet Home has many vehicles across the City in various departments. Public Works has the largest fleet from construction assets to work trucks for all aspects of their operations. The Police Department has a fleet of approximately 10 vehicles with considerably different needs and capabilities than Public Works. Finally, City Hall has two vehicles for use by City Hall staff for trainings and meetings.

The City has been working diligently to upgrade its fleet using available resources. Over the past three fiscal years, the City has purchased 12 vehicles to replace aged vehicles. Prior to these purchases, Public Works' "newest" vehicle was 11 years old which results in additional maintenance and overall cost of ownership. With the new vehicles, the City has begun to set aside funds annually which will be used to replace the vehicles at an appropriate time determined by usage and driving style. However, the fleet administration is labor intensive and often results in vehicles being utilized beyond their useful life and minimizes return on investment for the City.

Enterprise Fleet Management would handle the administration of the City's fleet in collaboration with City staff to determine the most appropriate buying and selling points which maximizes the return on City resources for procured vehicles. Each year, Enterprise would meet with City staff to review its current fleet and the potential resale value of the vehicles along with the costs associated with replacing those vehicles. The principal objective is to maximize return on investment while continuing to provide the necessary equipment for the departments to

continue their operations and objectives. For example, a truck purchased one year might net its maximum value after considering depreciation, original purchase price and any maintenance costs to-date on the vehicle at year three. Under this agreement, Enterprise would present the City with this information and, at the request of the City, take the vehicle and sell it. The City can then use those proceeds to purchase a replacement or return it to the appropriate fund balance.

The City reviewed a Request for Proposals completed by Sourcewell, a self-supporting government organization which helps government, education, and nonprofit agencies operate more efficiently through a variety of solutions. Sourcewell selected Enterprise Fleet Management as a result of the RFP which allows member organizations to sign on similarly using the original RFP and selection criteria.

### **The Challenge/Problem:**

Should the City enter into an agreement with Enterprise for fleet management?

### **Stakeholders:**

- City of Sweet Home community – When the City has an updated fleet, it stretches taxpayer dollars further than investing time and funds into an older vehicle to keep it running. Additionally, the community benefits from departments having the equipment necessary to do their jobs which includes work trucks and the materials they carry to job sites.
- City of Sweet Home staff – Significant staff time is spent on managing a fleet appropriately. Procuring vehicles requires three quotes and working with multiple vendors to determine pricing followed by picking up the vehicles, registering them, preparing them for use, maintaining them and finally, surplus the equipment which includes an auction to sell the items. Enrollment in an agreement such as this would minimize staff time and maximize budget dollars enabling the departments to do more with less.

### **Issues and Financial Impacts:**

Procuring and maintaining a vehicle can be expensive over the useful life. This setup seeks to maximize the City's return on investment so that overall cost of ownership is less or even nets the City additional resources. Additionally, it frees up staff time to focus on other pressing issues around the city.

### **Elements of a Stable Solution:**

A solution such as this provides the City is maximum efficiency and is effective for all involved.

### **Options:**

1. Do nothing – The City would not enter into this agreement and would continue to procure, maintain and sell vehicles as it currently does.
2. Move to authorize the agreement with Enterprise Fleet Management – This agreement, if approved, would allow Enterprise to manage, in consultation with staff, the fleet which the City operates.
3. Propose amendments to the agreement – Council could suggest amendments to the lease agreement prior to entering into the contract. Staff would return to Enterprise to negotiate the changes and return the agreement to Council at a later date.

### **Recommendation:**

Staff recommends option 2, move to authorize staff to enter an agreement with Enterprise Fleet Management. Staff believes this is the most efficient in regards to managing its fleet and will result in better pricing options and lower cost of ownership over the term of ownership.

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### **3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

**Instructions:**

**The attached agreement is to be used for selling Fleet Management's customer owned vehicles in which the customer has a lease agreement with Enterprise FM Trust.**

**Service fees cannot be charged in the following states: Kansas, Kentucky, Michigan, Ohio and Virginia.**

## **AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and **[INSERT LEGAL ENTITY NAME OF CUSTOMER]**, a \_\_\_\_\_ (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

### **RECITALS**

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### **TERMS AND CONDITIONS**

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. **Additional Documentation:** Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\_\_\_\_\_ or the maximum permitted by law ("Service Fee").
- 4. **Sales Process:** Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. **Time for Payment:**
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees

and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
- 7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
- 8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
- 10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER

must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

"CUSTOMER"

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Printed Name:

Printed Name:

Title:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**Enterprise Vehicle Disclosure Form (Exhibit A)**

**Date:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Year, Make, Model:** \_\_\_\_\_

**Color:** \_\_\_\_\_

**Vehicle Identification Number:** \_\_\_\_\_

**Clear title MUST be returned with this paperwork before vehicle can be delivered to Enterprise location.**

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

\_\_\_\_\_ I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

\_\_\_\_\_ The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

\_\_\_\_\_ The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)

\_\_\_\_\_ I am aware of no structural or mechanical defects.

\_\_\_\_\_ I certify that the true and actual mileage on this vehicle at the time of trade to be \_\_\_\_\_; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name/Title**

Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC  
Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC



# REQUEST FOR COUNCIL ACTION

---

**Title:** Request for Council Action – Intergovernmental Agreement with Linn County for Emergency Small Business and Microenterprise Assistance CDBG Application

**Preferred Agenda:** June 9, 2020

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion \_\_X\_\_ Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Sweet Home City Charter

**Towards Council Goal:** Aspiration V, Goal #4

**Attachments:** DRAFT Small Business Assistance CDBG Intergovernmental Agreement

---

## **Purpose of this RCA:**

The purpose of this RCA is to present an Intergovernmental Agreement (IGA) with Linn County for a Community Development Block Grant (CDBG) application to provide Emergency Small Business and Microenterprise Assistance and empower the City Manager to sign the IGA and a future sub-grantee agreement with Community Lending Works.

This IGA is a draft and has not yet been approved by Linn County. Changes may be necessary before Tuesday, June 9<sup>th</sup>.

## **Background/Context:**

COVID-19 has had an enormous impact on small businesses throughout the nation. The City of Sweet Home has the opportunity to apply for \$150,000 to be used for Emergency Small Business and Microenterprise Assistance grants in all areas of Linn County except for the City of Albany (which is an entitlement City that can obtain CDBG funds directly). There is no local match for this grant. This grant is being awarded on a first-come, first-served basis, so the City needs to get an application submitted as soon as possible.

Of all the cities in this area, the City of Sweet Home is best situated to apply for these funds, and the application will be the most competitive if the funding is used in this area, rather than just within the Sweet Home city limits. The funding can only be granted to cities and counties, but must be administered through a Community Development Financial Institution (CDFI). The City has an existing relationship with DevNW and their subsidiary, Community Lending Works, which makes an application quicker and easier than seeking out another CDFI.

## **The Challenge/Problem:**

How can the City utilize it's position to obtain federal grant funds to assist small businesses in Sweet Home and Linn County?

**Stakeholders:**

Sweet Home and Linn County Businesses:

**Issues and Financial Impacts:**

While the grant award can be up to \$150,000, there is no local match required. The only financial impact on the City is the cost of the staff time required to submit the application.

**Elements of a Stable Solution:**

A signed Intergovernmental agreement with Linn County, and a sub-grantee agreement with Community Lending Works will allow the City to proceed with the CDBG application.

**Options:**

1. Do nothing. Do not sign an IGA or sub-grantee agreement and do not apply for these CDBG funds.
2. Make a motion to authorize the City Manager to sign the proposed Small Business Assistance CDBG Intergovernmental Agreement with Linn County, and to enter into a sub-grantee agreement with Community Lending Works.
3. Direct Staff to seek a different CDFI or make changes to the proposed intergovernmental agreement.

**Recommendation:**

Option 2, *motion to authorize the City Manager to sign the proposed Small Business Assistance CDBG Intergovernmental Agreement with Linn County, and to enter into a sub-grantee agreement with Community Lending Works.*

## INTERGOVERNMENTAL AGREEMENT CREATING THE LINN COUNTY HOUSING REHABILITATION PARTNERSHIP

**PARTIES:** This is an intergovernmental agreement under ORS 190.003 to 190.110, by the CITY OF SWEET HOME and LINN COUNTY, which are both “units of local government,” as that term is used in ORS 190.003.

**WHEREAS,** the City of Sweet Home and Linn County desire to partner with each other to provide Emergency Small Business and Microenterprise assistance within their jurisdictions using Community Development Block Grants and other available funds; and

**WHEREAS,** the most effective means of partnering in this matter is for the City of Sweet Home to apply for a Community Development Block Grant and designate a non-profit corporation that meets the requirements of Section 105(a)(15) of the federal Housing and Community Development Act to carry out the Small Business and Microenterprise assistance program as allowed by 24 CFR Part 570.489(e)(2)(ii);

**NOW, THEREFORE,** the Parties agree as follows:

1. **Community Development Block Grant Application.** The City of Sweet Home will apply for a Community Development Block Grant for the purpose of providing Emergency Small Business and Microenterprise assistance within all areas of Linn County, except for all territory within the city limits of the City of Albany. Linn County acknowledges and approves of this application.
2. **Sub-Grantee Agreement.** The City of Sweet Home will enter into a sub-grantee agreement with a non-profit corporation for the administration of any Community Development Block Grant funding received as a result of its application.
3. **No Financial Obligations.** Except for any Community Development Block Grant funds received as a result of the City of Sweet Home’s application, this agreement does not obligate the City of Sweet Home or Linn County to contribute any funds for Emergency Small Business and Microenterprise assistance.
4. **Term.** This agreement shall take effect upon the signatures of both parties, and shall continue until all associated Community Development Block Grants funds are expended and the resulting Emergency Small Business and Microenterprise assistance programs have ceased.
5. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from actions derived for the purpose of this agreement:

Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any

law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other parties.

The obligations contained in this section shall survive the termination of this Agreement.

6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

SIGNATURE PAGE

Linn County

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY, OREGON, pursuant to Linn  
County Order # \_\_\_\_\_:

\_\_\_\_\_  
Roger Nyquist, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
John K. Lindsay, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Tucker, Commissioner

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

SIGNATURE PAGE

City of Sweet Home

\_\_\_\_\_  
Ray Towry, City Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Robert Snyder, City Attorney

\_\_\_\_\_  
Date



## REQUEST FOR COUNCIL ACTION

---

**Title:** Public Hearing for Zone Map Amendment Application  
ZMA20-01

**Preferred Agenda:** May 26, 2020 1st Reading  
June 9, 2020 2nd Reading  
June 26, 2020 3rd & Final Reading (proposed)

**Submitted By:** Angela Clegg, Associate Planner

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

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other X

**Relevant Code/Policy:** [SHMC 2.04.030](#) Powers of the City Council

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

**Attachments:** Order of Approval ,Ord No. 9 for 2020 & Original Application

---

### **Purpose of this RCA:**

To approve the Zone Map Amendment Application ZMA20-01.

### **Background/Context:**

The applicant is proposing to change the Zoning Map in an area consisting of 8.72 acres located at 4472 Highway 20, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone to the Residential High Density (R-2) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation.

The Sweet Home Planning Commission held a public hearing on May 4, 2020. At the hearing the Planning Commission reviewed application ZMA20-01. The Planning Commission received testimony and deliberated on this matter at their May 4, 2020 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.

### **The Challenge/Problem:**

Should the zoning map be changed to allow residential activity on the property in question, rather than the current Highway Commercial designation.

### **Stakeholders:**

- The Owner/Developer would be able to develop the property as they have proposed.

- The residents and businesses in the surrounding area would benefit from the vacant property being cleared and developed.
- The City of Sweet Home would benefit from the additional housing that could come from the changed zoning

**Issues and Financial Impacts:**

1. There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

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

**Options:**

1. Deny Application -Staff would prepare an Order of Denial for Application ZMA20-01.
2. Make a Motion -to move Ordinance No. 9 for 2020 to Third and Final reading.
3. Recommend different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Council meeting.

**Recommendation:**

Staff Recommends Option 2: Make a Motion to Move Ordinance No. 9 for 2020 to Third and Final Reading.

MARCH 27TH



## Community and Economic Development Department

City of Sweet Home  
1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97386  
541-367-8113  
Fax 541-367-5113  
www.ci.sweet-home.or.us

### Application for an Amendment to the Comprehensive Plan or Zoning Maps or Text

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

Date Received: \_\_\_\_\_  
Date Complete: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Map/Text Amendment Application Fee \$: \_\_\_\_\_  
Zoning Application Fee \$: 1030.00  
Receipt #: \_\_\_\_\_  
Planning Commission Hearing Date: \_\_\_\_\_

City Council Hearing Date: \_\_\_\_\_

Applicant's Name:

BILL LUND

Applicant's Address:

37627 MT. HOPE DR

Applicant's Phone and e-mail:

541-979-9560 WLUND-ALBANY@YAHOO.COM

Property Owner:

RENEWED PROPERTIES LLC

Owner's Address:

SAME

Owner's Phone and email:

SAME

#### Comprehensive Plan Map or Zoning Map Amendment

Subject Property Address:

4472 Hwy 20

Subject Property Assessor's Map and Tax Lot:

135 015 28D 00200

Subject Property Size:

8.72

Current Zoning Classification

HIGHWAY COMMERCIAL

Current Comprehensive Plan Classification:

R2

#### Purpose of Request

TO BUILD MULTI FAMILY HOMES OR SIMILAR

#### Zoning or Comprehensive Plan Text Amendment

Sections proposed to be changed:

Proposed language for change.

Attach proposed text to this form.

#### Purpose of Request

#### Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.

Applicant's Signature:

[Signature]

Date:

3/20/2020

Property Owner's Signature:

[Signature]

Date:

## Narrative

### 4472 Hwy 20, Sweet Home Zone change to R-2

#### § 17.28.010 PURPOSE.

The purpose of the R-2

zone is to provide areas suitable and desirable for highdensity residential development, and particularly for apartme  
nts, but where other types of residential and related public service uses are appropriate. The

R-2 zone is most appropriate in areas which have been developed for high-

density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-  
related commercial areas inside the city.

#### SHMC 17.12.025 REVIEW CRITERIA FOR MAP AMENDMENTS.

An amendment to the official zoning or comp plan map maybe authorized provided that the proposal satisfied all  
relevant requirements of this title and also provide that the applicant demonstrates the following:

- A. This zone change we are proposing is/will be consistent with the goals and policies of the comp plan.
- B. This development will be timely and orderly with a structured time line considered and is consistent and follows  
the pattern of surrounding residential uses.
- C. All utilities, water and sewer are right up to the property at 45<sup>th</sup> st. and up to the property on the connecting 44<sup>th</sup>  
st. and we have checked with city engineering to make sure ALL the utilities are available.
- D. This zone change is MORE than consistent with Oregon's statewide planning goals as

The narrative for this zone change is the need for more residential housing in Sweet  
Home. Currently there is a large amount of unused Highway commercial land and not enough  
residential land.

We propose the zone change so that Sweet Home will have enough land to build more than  
needed residential homes. This zone change could add minimum 60 homes and up to 120 high  
density homes to this lot. This lot currently zoned will not meet the goals of the state to create  
very needed residential homes.

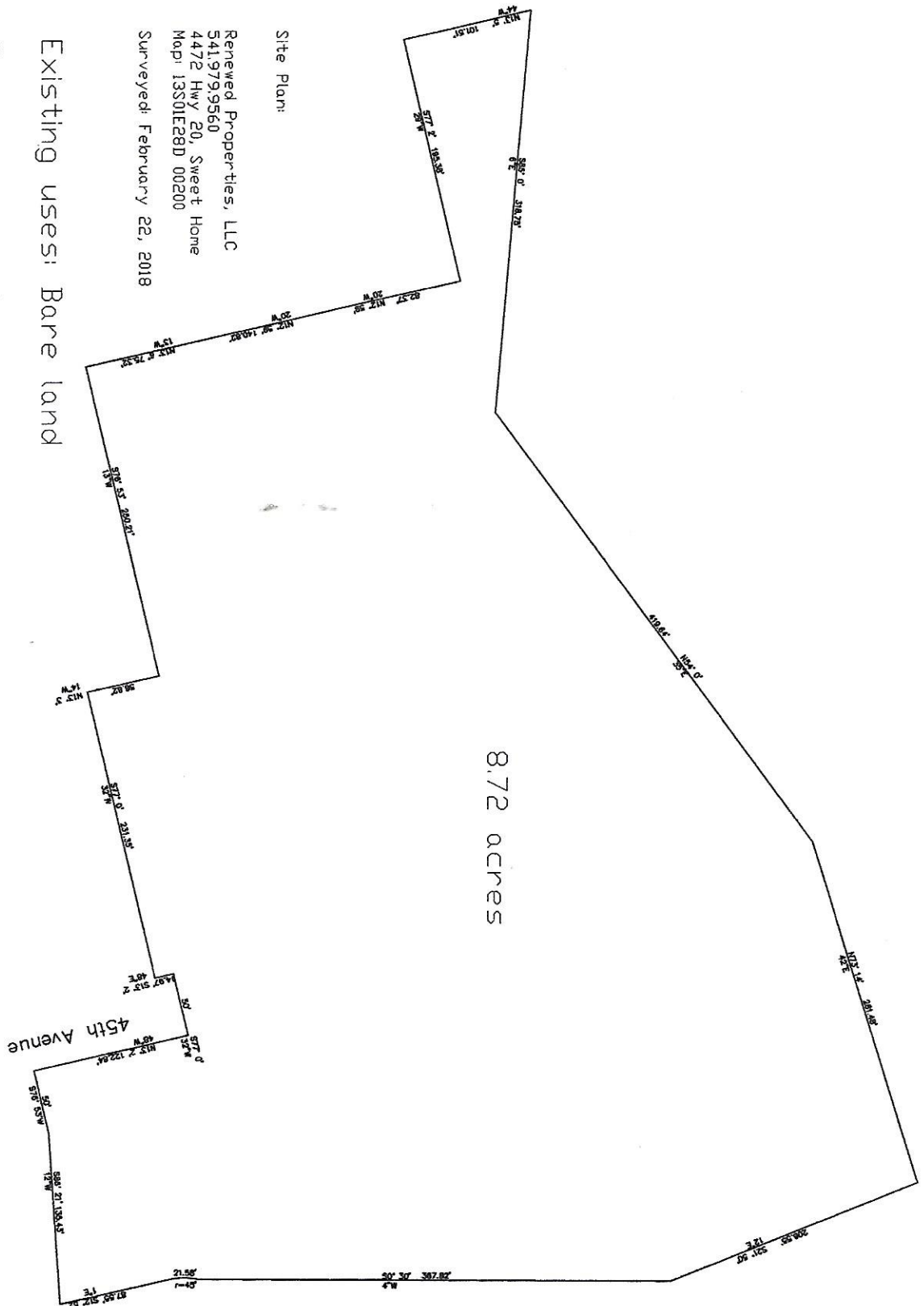
We are grateful to already have provided housing up at Lake Pointe and will also be grateful to  
continue providing more residential housing for Sweet Home.

Renewed Properties, LLC

Renewed Properties, LLC  
541.979.9560  
4472 Hwy 20, Sweet Home  
MoP: 13S01E28D 00200  
Surveyed: February 22, 2018

8.72 acres

Future uses: Mixed use  
residential homes





## Community and Economic Development Department

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

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

#### PLANNING COMMISSION ORDER OF APPROVAL

**REQUEST:** The applicant is proposing to change the Zoning Map in an area consisting of 8.72 acres located at 4472 Highway 20, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone to the Residential High Density (R-2) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and make a decision on this application.

**APPLICANT:** Bill Lund

**PROPERTY OWNER:** Renewed Properties LLC

**PROPERTY LOCATION:** 4472 Highway 20, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E28D Tax Lot 00200.

**REVIEW AND  
DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.12, 17.36, 17.28;  
OAR 660-012-0060

**FILE NUMBER:** ZMA20-01

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

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on May 4, 2020. At the hearing the Planning Commission reviewed application ZMA20-01. The Planning Commission received testimony and deliberated on this matter at their May 4, 2020 meeting, and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the May 4, 2020 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the May 4, 2020 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report, and those are included as Exhibit A to this Order
- III. **DECISION: Approved** the motion to recommend the application to City Council on May 26, 2020. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA20-01 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA20-01 and recommends approval by the City Council.

**PLANNING COMMISSION DECISION:** May 4, 2020  
**APPEAL DEADLINE:** May 18, 2020 at 5:00 PM  
**CITY COUNCIL MEETING:** May 26, 2020 at 6:30 PM

  
Jeffery Parker, Planning Commission Chair

5/7/2020  
Date

  
Blair Larsen, Community and Economic Development Director

5/7/2020  
Date

**APPEAL:** This decision can be appealed. The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (12 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386. The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113.

Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

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

## **Exhibit A to Order of Approval for ZMA20-01**

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

**A. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following: [SHMC 17.12.010]**

- 1. The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**
  - a. The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will guide the uses and standards for the corresponding zone in the Zoning Code. [Sweet Home Comprehensive Plan, Chapter 2 Text]**
  - b. The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]**
  - c. Zoning Codes. The Zoning Codes regulate the use of land on a comprehensive basis. More specifically, the Zoning Codes divide the community into residential, commercial, industrial, and other use zones based on the Comprehensive Plan. Each zone has standards and regulations that determine the allowed uses on that land and the standards to which structures must conform, such as building height, yard setbacks, and lot size. The Codes consists of text, found in Title 17 of the Sweet Home Municipal Codes, and an official Zoning Map.**

**The Zoning Codes fulfill two major roles. First, zoning promotes the public health, safety, and welfare of Sweet Home. Secondly, the Zoning Codes implement the Comprehensive Plan. Oregon Revised Statute 197.175 states that cities will:**

- Prepare, adopt, amend, and revise comprehensive plans in compliance with Statewide Planning Goals; and**
- Enact land use regulations to implement their comprehensive plan.**

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

**The Comprehensive Plan provides a general and long-range policy for the City while the Zoning Codes serve as a legal ordinance with binding provisions on land development. The various zones have specific boundaries and when drafting the Zoning Ordinance, the City considers how each land parcel will be effected.**

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

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

**Staff Findings:** The applicant is proposing to change the zoning map of a 8.72 acre property, identified on the Linn County Assessor's Map as 13S01E28D Tax Lot 200 (Attachment A). The

applicant has proposed a change in zoning from Commercial Highway (C-2) to Residential High Density (R-2).

Based on the Linn County 2017 aerial photograph the area is surrounded by commercial businesses, apartment buildings, and bare land. The applicant states a desire to develop multi-family dwellings or similar on the subject property.

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

The application complies with this criterion.

2. **The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment; [SHMC 17.12.025(B)]**

Staff Findings: The applicant states that the proposed zoning map amendment would be consistent with the pattern of development in the area. Based on the 2017 Linn County aerial photograph Staff finds that the subject property is surrounded by commercial businesses, apartment buildings, and bare land.

The application complies with this criterion.

3. **Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]**

Staff Findings: Water and sanitary sewer services are available at Highway 20 and 44<sup>th</sup> Avenue. The subject property has frontage along Highway 20 and 44<sup>th</sup> Avenue. Based on the applicant's statements the subject property is anticipated to be developed with multi-family dwellings in the future. Staff finds that utilities and services are efficiently provided to serve the proposed use of multi-family dwellings or other potential uses in the proposed zoning district.

The application complies with this criterion.

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

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

The application complies with this criterion.

5. **OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
  - a. **Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
  - b. **Change standards implementing a functional classification system; or**

- c. **Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
- i. **Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
  - ii. **Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
  - iii. **Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan. [OAR 660-012-0060(1)]**

Staff Findings: The subject property has existing frontage along Santiam Highway (Highway 20), and 44<sup>th</sup> Avenue. Highway 20 is identified as a Major Arterial and 44th Avenue is identified as a local street in the Sweet Home Transportation System Plan; Figure 2.2. The applicant has proposed a change in zoning from the Commercial Highway (C-2) to the Residential High Density (R-2) zone. No comments from ODOT have been received as of the writing of this staff report. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan. The proposed zone change does not significantly affect a transportation facility for the purposes of the Transportation Planning Rule (TPR) and therefore complies with the TPR.

The application complies with this criterion.



**SUBJECT PROPERTY**



1 inch = 318 feet

Subject Property Map  
ZMA20-01  
13S01E28D 00200

2020-06-09 City Council Packet pg. 137 Date: 8/7/2018

ORDINANCE BILL NO. 9 FOR 2020

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Bill Lund, submitted application Zone Change ZMA20-01 and requested a zone map change for an area consisting of 8.72 acres located at 4472 Highway 20, Sweet Home, OR 97386. The Sweet Home Zoning Map is proposed to change from the Commercial Highway (C-2) Zone to the Residential High Density (R-2) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The subject properties are identified on the Linn County Assessor's Map as 13S01E28D Tax Lots 00200; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on May 4, 2020 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their May 4, 2020 meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on May 26, 2020, with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The City Council approved this application by motion at their May 26, 2020 meeting; and

WHEREAS, the proposed R-2 zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA20-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.20.020 as the City Zoning Map including all subsequent amendments, for the an area consisting of 8.72 acres located at 4472 Highway 20, Sweet Home, OR 97386.; and identified on the Linn County Assessor's Map as 13S01E28D Tax Lot 00200. The Official Zoning Map shall be amended from the Commercial Highway (C-2) Zone to the Residential High Density (R-2) Zone for the subject property as shown on Exhibit B.

Passed by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder

## Exhibit A

### Findings of Fact in Support of Zone Change Application ZMA20-01

#### **Exhibit A to Order of Approval for ZMA20-01**

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

- A. **An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following: [SHMC 17.12.010]**
1. **The proposed amendment is consistent with the goals and policies of the comprehensive plan; [SHMC 17.12.025(A)]**
    - a. **The Zoning Code implements the Comprehensive Plan by providing specific development guidelines for each Land Use Designation. The general nature of each Comprehensive Plan Land Use Designation will guide the uses and standards for the corresponding zone in the Zoning Code. [Sweet Home Comprehensive Plan, Chapter 2 Text]**
    - b. **The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Sweet Home Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Policy 1]**
    - c. **Zoning Codes. The Zoning Codes regulate the use of land on a comprehensive basis. More specifically, the Zoning Codes divide the community into residential, commercial, industrial, and other use zones based on the Comprehensive Plan. Each zone has standards and regulations that determine the allowed uses on that land and the standards to which structures must conform, such as building height, yard setbacks, and lot size. The Codes consists of text, found in Title 17 of the Sweet Home Municipal Codes, and an official Zoning Map.**

**The Zoning Codes fulfill two major roles. First, zoning promotes the public health, safety, and welfare of Sweet Home. Secondly, the Zoning Codes implement the Comprehensive Plan. Oregon Revised Statute 197.175 states that cities will:**

      - **Prepare, adopt, amend, and revise comprehensive plans in compliance with Statewide Planning Goals; and**
      - **Enact land use regulations to implement their comprehensive plan.**

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

**The Comprehensive Plan provides a general and long-range policy for the City while the Zoning Codes serve as a legal ordinance with binding provisions on land development. The various zones have specific boundaries and when drafting the Zoning Ordinance, the City considers how each land parcel will be affected.**

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

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

Staff Findings: The applicant is proposing to change the zoning map of an 8.72 acre property, identified on the Linn County Assessor's Map as 13S01E28D Tax Lot 200 (Attachment A). The applicant has proposed a change in zoning from Commercial Highway (C-2) to Residential High Density (R-2).

Based on the Linn County 2017 aerial photograph the area is surrounded by commercial businesses, apartment buildings, and bare land. The applicant states a desire to develop multi-family dwellings or similar on the subject property.

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

The application complies with this criterion.

2. **The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment; [SHMC 17.12.025(B)]**

Staff Findings: The applicant states that the proposed zoning map amendment would be consistent with the pattern of development in the area. Based on the 2017 Linn County aerial photograph Staff finds that the subject property is surrounded by commercial businesses, apartment buildings, and bare land.

The application complies with this criterion.

3. **Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and [SHMC 17.12.025(C)]**

Staff Findings: Water and sanitary sewer services are available at Highway 20 and 44<sup>th</sup> Avenue. The subject property has frontage along Highway 20 and 44<sup>th</sup> Avenue. Based on the applicant's statements the subject property is anticipated to be developed with multi-family dwellings in the future. Staff finds that utilities and services are efficiently provided to serve the proposed use of multi-family dwellings or other potential uses in the proposed zoning district.

The application complies with this criterion.

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

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

The application complies with this criterion.

5. **OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**

- a. **Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
- b. **Change standards implementing a functional classification system; or**
- c. **Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
  - i. **Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**

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

Staff Findings: The subject property has existing frontage along Santiam Highway (Highway 20), and 44<sup>th</sup> Avenue. Highway 20 is identified as a Major Arterial and 44th Avenue is identified as a local street in the Sweet Home Transportation System Plan; Figure 2.2. The applicant has proposed a change in zoning from the Commercial Highway (C-2) to the Residential High Density (R-2) zone. No comments from ODOT have been received as of the writing of this staff report. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan. The proposed zone change does not significantly affect a transportation facility for the purposes of the Transportation Planning Rule (TPR) and therefore complies with the TPR.

The application complies with this criterion.



# CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

May 26, 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.

## Mission Statement

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

---

## Call to Order

The meeting was called to order at 6:02 PM

- a) The City Council will hold a Administration, Finance and Property Committee meeting on May 26, 2020 at 6:00 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. The City of Sweet Home City Council is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. To view the meeting live visit [live.sweethomeor.gov](https://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.

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 and Chairperson of the meeting.

## Roll Call

PRESENT

Councilor James Goble (Video)  
Councilor Diane Gerson  
Councilor Dave Trask

## New Business

- a) Library Board Reappointment Interview - Adams

---

*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.*

The Administration, Finance and Property Committee met to interview Charlene Adams for reappointment for the Library Board. Interview questions were asked by each committee member. The committee will make their recommendation on the reappointment to the City Council on the June 6, 2020 meeting.

**Adjournment**

With no further business, the meeting adjourned at 6:12 PM

---

Chair

ATTEST:

---

City Manager – Ex Officio City Recorder



**City of Sweet Home**  
 Sweet Home Public Library  
 1101 – 13<sup>th</sup> Avenue  
 Sweet Home, OR 97386  
 541-367-5007

## Sweet Home Public Library

### Statistics

	April, 2020	May, 2020	2020 YTD	2019	3 YR AVG
<b>Patron Activity</b>					
OPAC Logins*	161	164	553	3229	2808
SIP2 Logins**	624	592	1857	5069	4703
<b>Circulation and Renewals</b>					
Checkouts	818	775	3167	41328	41687
Renewals by Staff	7	5	230	5581	7469
Renewals by OPAC	2	1	119	2973	2824
<b>Holds Requested</b>					
Holds by Staff	105	31	214	1629	1546
Holds by OPAC	177	174	521	1720	1547
<b>Monthly Active Patrons</b>	2227	2189	6689	2375	2431
<b>New Patrons</b>					
Resident	3	2	14	409	465
Nonresident	0	0	0	71	54
<b>Item Counts</b>	35632	35738	35738	35973	35348
<b>Public Access Computers</b>					
Logins	70	0	269	5425	5256
Pages Printed	34	0	449	10636	5075
<b>Resource Sharing Savings</b>	\$73.99	\$0.00	\$2446.31	\$35213.57	Not available

\*OPAC -- Online Public Access Computer that is available to the public either on the website or in person at the Library.

\*\*SIP2 (Session Initiation Protocol) is used for establishing sessions between two or more telecommunications devices over the Internet. Used to verify validity of library card with Overdrive (Ebooks), Lynda.com and Gale Databases.

## *Events*

We are continuing to provide library service to patrons even while the building is closed. Our curbside pickup of books continues. Some patrons request items online but some call and ask staff to pull books by their favorite authors or have staff recommend books. This has helped strengthen the staff's "reader's advisory" skills.

We received some of the new furniture for the Library ordered through the Trust Management, LLC grant. With the help of Public Works, the furniture has been assembled and is ready when the Library opens.

The Library received a \$3,000 grant from the Oregon State Library to purchase give away books which, with the permission of the School District Superintendent, will be distributed beginning mid-June at the "free lunch sites" by Library staff.

We mailed out 159 postage-paid postcards to families asking if they wanted to receive a "Summer Reading Craft Kit". We have received a 48% return (59 families wanting to participate and 18 where families have moved). We placed an ad in the New Era "Kids Konnection" providing details of all the Library's upcoming summer activities. These activities are funded from the Ready to Read grant from the Oregon State Library and a grant from the Linn County Cultural Coalition.

Grants have been written to the Oregon Community Foundation, the Ford Family Foundation and the Confederated Tribes of Siletz Indians to fulfill the Library's mission and provide new books for our patrons.

We are developing a "StoryWalk" which will be a wonderful way for children and adults to enjoy stories in the great outdoors. Pages from children's book are displayed along a path outdoors. As families stroll along the path, they will go from page to page reading the story.

In August, the Library will be inviting the community to participate in *One Book, One Community*. The Library will be providing multiple copies of a book for community members to read. We will host events where the community can engage in discussion. Our community needs a program to bring them together in focus and discussion on a topic other than our current reality of COVID-19. People can go for days at a time not talking to anyone outside their immediate family. There are precious few opportunities for people of different backgrounds to sit down together and discuss ideas that are important to them and that is what *One Book, One Community* provides.

# MEMORANDUM



TO: City Council  
Ray Towry, City Manager  
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: June 9, 2020

SUBJECT: Community and Economic Development Department Report for May, 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 May 1<sup>st</sup>, to May 31<sup>st</sup>, 2020.

## 1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	May, 2020	April, 2020	2020 YTD	2019 Total	2015-2019 Annual Average
Residential 1 and 2 Family Dwellings	0	2	8	31	27.8
Residential Demolition	2	0	4	8	1.6
Residential Manufactured Dwellings	0	0	5	17	14.6
Residential Mechanical Permits	11	5	35	116	135.6
Residential Plumbing	1	1	6	38	79.2
Residential Site Development	0	0	0	1	0.4
Residential Structural	5	2	22	54	48.8
Commercial Alarm or Suppression Systems	1	0	1	2	0.4
Commercial Demolition	0	0	1	3	0.6
Commercial Mechanical	2	1	5	18	17.2
Commercial Plumbing	1	2	4	15	16
Commercial Site Development	0	1	1	0	0
Commercial Structural	3	2	9	50	44.2
<b>Total Permits</b>	<b>26</b>	<b>16</b>	<b>101</b>	<b>353</b>	<b>386.4</b>
<b>Value Estimate of All Permits</b>	<b>\$694,598.30</b>	<b>\$253,178.62</b>	<b>\$3,482,830.63</b>	<b>\$24,458,766.87</b>	
<b>Fees Collected</b>	<b>\$11,848.09</b>	<b>\$6,421.61</b>	<b>\$54,544.66</b>	<b>\$298,099.90</b>	

## 2. PLANNING

- Summary of Planning Division Applications Approved:

Application Type	May, 2020	April, 2020	2020 YTD	2019 Total	2015-2019 Annual Average
Code Amendments	1	0	1	1	0.2
Conditional Use	0	0	2	7	5.2
Partition	1	1	4	10	4.2
Planned Development/Subdivision	0	0	0	1	0.6
Property Line Adjustments	1	0	4	7	3.4
Vacation	0	0	0	0	0.4
Variance	0	0	0	6	4.0
Zoning Map Amendment	0	0	2	0	0.6

- 0 land use applications were submitted in May.
- 5 Land Use Applications are pending final approval.
- 7 Fence Permits were issued in April, 2020.
- 1 Special Events Permit (Sweet Home School District Graduation Procession) was received in May, 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 July 6, 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. Staff have applied for grants with the State of Oregon and Federal Government for additional small business assistance grants.
- Work on a property partition and right-of-way width change for 24<sup>th</sup> Ave is progressing. This is part of a comprehensive 24<sup>th</sup> Avenue Corridor Improvement Project. 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, however, the project has been stalled due to the other party's concerns about liability for any additional environmental cleanup. Staff is working with Weyerhaeuser and DEQ to gather documentation that will satisfy the other party, and get back on track toward a No Further Action designation for the property.
- Staff are preparing an application to ODOT for a Rail Crossing at 24<sup>th</sup> 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, however Linn County has not officially outlined what this property transfer would look like. The remaining cleanup looks positive, and it is possible that it could be completed by the end of the Summer. Communications from DEQ seem to support the possibility of a No Further Action designation for at least

some of the property in the near future. 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 24<sup>th</sup> Avenue) according to the City’s proposed plan.

#### 4. CODE ENFORCEMENT

- Summary of Actions.
  - CE currently has 107 open cases.

<b>Case Status</b>	<b>May, 2020</b>	<b>April, 2020</b>	<b>2020 YTD</b>	<b>2019 Total</b>	<b>2018-2019 Annual Average</b>
New Complaints	1	0	1	0	0
In Progress—Investigating	2	15	24	0	0
Notice Issued	35	22	76	1	1
Pending Citation	0	0	1	0	0
Citations	0	1	2	0	0
Pending Abatement	0	0	0	2	2
Complaints Noted with No Violation Found	0	1	2	37	29
Violations Resolved	18	1	104	481	392
<b>Enforcement Type</b>	<b>May, 2020</b>	<b>April, 2020</b>	<b>2020 YTD</b>	<b>2019 Total</b>	<b>2018-2019 Annual Average</b>
Abandoned Vehicle	0	0	2	5	4
Animal	2	6	12	63	51
Blight	0	0	1	2	1
Public Right-of-way	0	0	13	36	18
Graffiti	0	0	1	1	1
Illegal Burn	0	0	0	1	3
Illegal Dumping					1
Illegal Parking	1	1	14	4	2
Illegal Sign	0	0	0	2	2
Junk Vehicle	0	0	1	11	8
Minimum Housing	0	0	0	8	4.5
Occupying an RV	1	4	28	59	46
Open Storage	0	0	28	91	77
Other	0	1	1	18	32.5
Public Nuisance	1	4	34	56	37
Tall Grass & Weeds	51	24	75	161	132.5
Vacant Lot					0.5

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 joined the Beautification Committee on May 12<sup>th</sup> for median planting and cleaning.
- Construction of Sankey Park Improvements have begun. Excavating for the path base, and water, power and control lines has begun. Construction on the play structures 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 12<sup>th</sup>, *Goonies*~~ (This event has been canceled due to COVID-19 restrictions)
  - July 17<sup>th</sup>, *Toy Story 4*
  - August 14<sup>th</sup>, *The Lion King* (2019 live-action version)

## 6. OTHER PROJECTS

- Preliminary work on the 18<sup>th</sup> 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 22<sup>nd</sup> 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 9<sup>th</sup> 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 June, 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. 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: June ,9 2020  
SUBJECT: Public Works Activities Report May 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	60	11	224	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	57	59	239	448	114	281
Meter Re-Read	53	66	263	441	192	317
Mowing	7	16	28	129	99	114
Playground EQ Inspection	1	5	19	98	48	73
Pothole Repair	14	10	404	609	202	406
Sewer CCTV Miles	2.91	1.63	5.43	1.59	0.39	0.99
Street Sweeping Miles	0	311	1236	4142	2938	3540
Water Main Repair	0	2	2	15	19	17
Water Service Repair	2	3	12	31	13	22
Water Turn Ons/Offs	50	48	520	1040	517	779
<b>Total Completed Word Orders</b>	<b>156</b>	<b>589</b>	<b>2461</b>	<b>8571</b>	<b>3913</b>	<b>6242</b>

\* 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)**

	April, 2020	March, 2020	2020 YTD	2019	2018	5 Yr Ave
<b>Potable</b>						
MG Treated	29.21	35.20	130.76	444.48	450.19	434.89
Backwash Water in MG	1.15	1.12	5.29	22.90	12.88	13.50
Ave daily demand in MG	0.97	1.14	1.09	1.21	1.24	1.17
<b>Sanitary</b>						
MG Treated	56.77	47.70	270.96	547.14	476.37	559.36
Max Daily Flow in MG	3.51	3.90	5.11	7.30	4.22	6.02
Average Flow in MG	1.89	1.54	3.20	1.50	1.31	1.53
Solids Inventory lbs	21530.00	33061.00	28942.00	ND	ND	ND

\* MG is Million Gallons

\*\* ND is No Data

Notes: No violations for April 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. This RFP has been published and awaiting responses

**Status:** RCA to Council on May 26, 2020

#### **Engineer of Record**

**Scope:** City staff have prepared a formal request for proposal for an Engineer of Record. This RFP has been published and awaiting responses

**Status:** RCA to Council on May 26, 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 9<sup>th</sup> 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 1<sup>st</sup> 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., 32<sup>nd</sup> Ct., 45<sup>th</sup> Ave., and 46<sup>th</sup> Ave. at Main St.

**Status:** Project on hold until FY 20/21.

### 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 – Murrraysmith

**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 – Murrraysmith

**Scope:** Murrraysmith 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