



CITY OF SWEET HOME CITY COUNCIL AGENDA

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. If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call.

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon public meeting law, and has been approved by the Mayor as Chairperson of the meeting. All votes will be conducted by Roll Call Vote.

Mission Statement

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

Call to Order and Pledge of Allegiance

Roll Call

Consent Agenda:

- a) [Request for Council Action - Park and Tree Committee Appointment \(pg. 3-6\)](#)

Approval of Minutes:

- a) [2020-05-12 City Council Minutes \(pg. 7-11\)](#)
- b) [2020-05-14 Budget Committee Minutes \(pg.12 -14\)](#)
- c) [2020-05-19 Budget Committee Minutes \(pg. 15-16\)](#)

Recognition of Visitors and Hearing of Petitions:

Old Business:

- a) [Information Only – Ordinance No. 7 for 2020 – Water System in Critically Affected Chemical Area \(pg.17\)](#)

New Business:

- a) [Public Hearing - Zone Map Amendment Application ZMA20-01 \(pg. 18-34\)](#)

- b) [Supplemental Budget for 2020 Unplanned Expenditures \(pg. 35-39\)](#)
- c) [Request for Council Action - Resolution No. 11 for 2020 - A Resolution Authorizing Transfer of Appropriations \(pg. 40-43\)](#)
- d) [Request for Council Action - City Engineer Request for Proposals \(pg. 44-76\)](#)
- e) [Request for Proposal for Contract operator for Water/Wastewater Treatment Facilities \(pg. 77-123\)](#)
- f) [Request for Council Action - MOU with Sweet Home Rotary Club for the annual Sweetheart Run \(pg. 124-127\)](#)
- g) [Information Only - DEQ TMDL 2019 Annual Report Stormwater \(pg. 128-136\)](#)

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

Second Reading of Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) [Ordinance No. 6 for 2020 – Ordinance No. 1286 - Local Improvement District Amendments \(pg. 137-149\)](#)
- b) [Ordinance No. 8 for 2020 – Ordinance No. 1287 Text Amendments to Title 15.12 Flood Hazard Area Regulations \(pg. 150-207\)](#)

Reports of Committees:

Administrative and Finance/Property

- a) [2020-05-12 Administration, Finance and Property Committee Minutes \(pg.208-209\)](#)

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 (2nd meeting of the Month)

Finance Director

- a) [April 2020 Monthly Report \(pg. 210-216\)](#)

Police Chief

- a) [Sweet Home Police Department Monthly Report \(pg. 217-218\)](#)

City Attorney

Council Business for Good of the Order

Adjournment



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action - Park and Tree Committee Appointment

Preferred Agenda: May 26, 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 (Northern)

Purpose of this RCA:

Appointment to the Park and Tree Commission.

Background/Context:

Debra Sue Northern has served one full term on the Park and Tree Committee. Her term has expired, and she is seeking reappointment. The Administration, Finance, and Property Committee conducted interviews on May 12, 2020. They unanimously recommended that Mrs. Northern be appointed to the Park and Tree Committee for a four-year term.

The Challenge/Problem:

Vacancy on the Park and Tree Committee.

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 Debra Sue Northern to the Sweet Home Park and Tree Committee for a four-year term to expire December 31, 2023.

Recommendation:

1. Make a Motion to appoint Debra Sue Northern to the Sweet Home Park and Tree Committee 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

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Debra Sue Northern
Permanent Address: [Redacted] Sweet Home, OR. 97386
Mailing Address: SAME
Contact Phone Number: [Redacted]
E-Mail Address: [Redacted]
Preferred method of contact Mail Phone Email
Occupation: ON Disability Employer: N/A

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: 2 Year(s) Month(s)

1. How long have you lived in the area: 59 Year(s) 6 Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Two yrs on Park + Tree Committee + strong desire to keep up with the clean-up + maintenance of our beautiful + beneficial parks we have here in Sweet Home Area.

3. List current involvement in other community groups and/or activities.
Volunteer on Beautification Committee

4. What special contribution do you feel you can make to the group/position you are applying for?
open minded + eager to learn all I can to assist in keeping our parks and trees in tip top shape.

RESIDENCY:

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

I, Debra Sue Northern, 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.

Debra Sue Northern
Signature

4/30/2020
Date of Signature



CITY OF SWEET HOME CITY COUNCIL MINUTES

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

WIFI Passcode: guestwifi

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

Meeting Information

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Mission Statement

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

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM

Roll Call

PRESENT

Mayor Greg Mahler

President Pro Tem Diane Gerson

Councilor Cortney Nash

Councilor Dave Trask

Councilor James Goble

Councilor Lisa Gourley (Absent) (Arrived at 6:51 PM)

Councilor Susan Coleman

Motion to Excuse Councilor Gourley (Coleman), Motion died for lack of a second.

Motion to Not Excuse Councilor Gourley made by Councilor Trask, Seconded by Councilor Goble.

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

Voting Nay: Councilor Coleman

Absent: Councilor Gourley

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.

Consent Agenda:

Motion to approve the Consent Agenda made by President Pro Tem Gerson, Seconded by Councilor Coleman.

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

Absent: Councilor Gourley

Approval of Minutes:

- a) 2020-04-28 City Council Meeting Minutes
- b) 2020-04-29 Budget Committee Minutes
- c) 2020-05-05- Budget Committee Minutes

Recognition of Visitors and Hearing of Petitions:

None

Old Business:

a) COVID-19 Information

Representative Sherrie Sprenger, Oregon House of Representatives
Commissioner Will Tucker, Linn County Board of Commissioners (Video Conference)

Representative Sherrie Sprenger and Commissioner Will Tucker (video) addressed the City Council regarding COVID and reopening Oregon. Governor Kate Brown's authority during the Executive Order "Stay Home, Stay Safe", was discussed. The Sweet Home City Council asked what authority the City had to reopen. Commissioner Tucker explained that authority comes from Governor Brown and noted updates can be found on the Governor's website. Representative Sprenger encouraged anyone to contact her office with any questions or issues, and she will do her best to respond as quickly as possible.

Mayor Mahler thanked Representative Sprenger and Commissioner Tucker for working hard to represent Sweet Home.

b) City Manager Evaluation

Motion to approve the City Manager Evaluation made 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

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

City Attorney Snyder stated he is waiting for additional information from DEQ. The Ordinance will return on the next City Council Agenda.

New Business:

a) Information Only - RFP for Operation and Maintenance of the City's Water/Wastewater Treatment Facilities

Public Works Director Springman gave a brief history of the water and wastewater audit that was completed, deficiencies identified, corrections made, and directive by Council to develop a Request for Proposal for vendor options. Staff has developed a contract that they believe will work best for Sweet Home.

Engineer Technician Trish Rice, and Utilities Manager Steven Haney, presented the new contract and compared differences on the existing contract. Many cost were excluded from

the base fee, making the new contract more of a labor only contract. Council commended staff for the thoroughness of the contract.

A new timeline was introduced, the Request for Proposal would be due after 45 days, the information from contractors would be reviewed, interviews scheduled and completed, followed by negotiations. Takeover of the utilities is estimated to occur March 1, 2021.

b) Information Only - RFP for Engineer of Record

PWD Springman introduced the draft Request for Proposal explaining there is a current one-year contract with a three-year extension option w Murraysmith. Staff is recommending not automatically extending the Murraysmith contract for 3 years but repost the RFP in the City's best interest.

c) Local COVID Relief Grant Program

City Manager Towry introduced a financial aid opportunity for small, local businesses that have not received any federal COVID relief funding in the form of a matching grant program from Business Oregon. This grant is only available to business inside city limits who apply thru the City.

Community and Economic Development Director Blair Larsen gave further details of the program. Criteria to be eligible includes businesses that are adversely effected by the Executive "Stay Home, Stay Safe" Order, that can demonstrate a decline in revenue for March or April compared to January or February, have no more than 25 employees, and are unable to access federal emergency funding. The application process and timelines were discussed. There was discussion on the Economic Development budget, where the seed money came from, and potential uses.

Staff recommends \$50,000 from fund the Economic Development fund to match \$50,000 from the State, making \$100,000 available to help local businesses.

Motion for authorization to spend \$50,000 from the Economic Development fund towards the local COVID Relief Grant Program by Councilor Goble, Seconded by President Pro Tem Gerson.

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

Ordinance Bills

Request for Council Action and First Reading of Ordinance Bills

None

Second Reading of Ordinance Bills

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

City Attorney Snyder read Ordinance No. 6 for 2020 by title only. Changes made after the first reading in section 8 were reviewed. Dollar amounts were changed to a percentage formula so the ordinance will remain current as it moves thru time.

Motion to move Ordinance No. 6 to third and final reading by Councilor Coleman, Seconded by Councilor Goble.

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

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

City Manager Ray Towry stated staff has provided an updated map on Flood Hazard Regulation Areas included on pages 175 and 176 of the packet. Ordinance No. 8 for 2020 was read by title only by City Attorney Robert Snyder.

Motion made to move Ordinance No. 8 for 2020 to third and final reading by Councilor Coleman, Seconded by Councilor Goble.

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

Third Reading of Ordinance Bills (Roll Call Vote Required)

None

Reports of Committees:

Administrative and Finance/Property

Park and Tree Committee

Youth Advisory Council

Chamber of Commerce

Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

Reports of City Officials:

Mayor's Report

None

City Manager's Report

City Manager Towry reported Linn County has volunteered to blaze 24th Avenue. Community and Economic Development Director Blair Larsen responded to concerns over the RR crossing stating the RR has committed to provide a letter to approve the 24th Avenue crossing.

City Manager Towry briefed the Council on the new format for Department Head Reports. Information will include the current month, previous month, year to date, prior year, as well as the 5 year average for all statistics available.

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

Library Services Director

- a) Library Director's Report

A written report was included in the packet.

Community and Economic Development Director

- a) Community and Economic Development Department Monthly Report for April, 2020

A written report was included in the packet.

Public Works Director

- a) Public Works Monthly Report of Activities - April 2020

A written report was included in the packet. Council had questions regarding the flashing light signs that are to be placed on Hwy 20 and Hwy 228, inquiring on locations, permit, timing, etc.

City Attorney

None

Council Business for Good of the Order

Mayor Mahler reminded everyone of the upcoming Budget Committee meeting scheduled for 6 PM, Thursday, May 14th.

May 19th is Election Day.

Councilor Trask commended those who organized the Class of 2020 Senior Banners and stated there will be some type of graduation acknowledgement.

Adjournment

With no further business, the meeting adjourned at 7:58 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME BUDGET COMMITTEE MINUTES

May 14, 2020, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Call to Order

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

- a) The Budget Committee will hold a Budget Committee meeting on May 14, 2020 at 6:00 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, committee members, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. 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. If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call.

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Roll Call

PRESENT

Mayor Greg Mahler
Councilor Diane Gerson
Councilor Dave Trask
Councilor James Goble
Councilor Cortney Nash
Committee Member Bob Briana
Committee Member Derek Dix
Committee Member Dave Journey
Committee Member David Lowman
Committee Member Kenneth Hamlin

ABSENT

Councilor Lisa Gourley

Councilor Susan Coleman

Committee Member Gerritt Schaffer

Committee Member Lisa Wilson

Review and Discussion of Proposed 2020-2021 Budget

Finance Director Neish gave a brief follow up from questions that remained from the last Budget Committee Meeting. Additional information was given on Property Taxes, Compression, Marijuana Shared Revenue, and Local Option Levies.

Consensus of the Budget Committee was to fully fund a patrol officer, add a detective position into contingency, and keep the Marijuana Tax Revenue in the General Fund.

a) Public Works

Public Works Director Greg Springman presented the Public Works Budget.

Public Works Administration included the Water Treatment and Wastewater Treatment Plants Operation Contract and the Engineer of Record.

Water and Stormwater Division includes the Wastewater Treatment Plant Improvement Project. Several Grants valued at over nine million are accounted for in this fund. A Stormwater Master Plan is proposed in this fund.

Water Division included three large projects that are essential: New Back Wash Pump, Variable Frequency Drives, and 9th Avenue 2" Main Replacement.

Parks & Facilities Division mostly consists of Sankey Park Improvements

Streets Division included 2021 Street Overlay and Hwy 20 Path Project.

Fleet & Equipment proposed replacement of a John Deere Backhoe, Ford F150 and 94 Chevy Flatbed Dump.

b) Finance

Finance Director Brandon Neish presented the Finance Budget. No major changes were proposed, there was a slight increase in the budget for the audit.

c) Court

Finance Director Neish presented the budget for Municipal Court, with no notable changes.

d) Executive Department

City Manager Towry presented the budget for the Executive Department. The Executive Department had no notable changes.

e) Motion and Second for Recommendation to City Council

Motion to approve the budget for the 2020-2021 fiscal year in the amount of \$29,363,383.

Motion made by Committee Member Briana, Seconded by Committee Member Lowman.

Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Committee Member Briana, Committee Member Dix, Committee Member Journey, Committee Member Lowman, Committee Member Hamlin

Motion to table the vote until May 19, 2020 to allow for Public Comment. Gerson/Mahler

Motion to approve property taxes for the 2020-2021 fiscal year at the rate of \$1.4157 per \$1,000 of assessed value for the permanent rate tax levy, in the amount of \$7.85

per \$1,000 of assessed value for the police local option tax levy and in the amount of \$1.17 per \$1,000 of assessed value for the library services local option tax.

Motion made by Committee Member Journey, Seconded by Committee Member Briana.
Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Committee Member Briana, Committee Member Dix, Committee Member Journey, Committee Member Lowman, Committee Member Hamlin

Item tabled until May 19th by Chairman Hamlin to allow for Public Comment.

- f) Table Vote until May 19, 2020 to allow for Public Comment

Adjournment

Meeting adjourned at 8:10 PM

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

- a) Tuesday, May 19 - 6pm

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME BUDGET COMMITTEE MINUTES

May 19, 2020, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

Call to Order

The meeting was called to order at 6:00 P.M.

- a) The Budget Committee will hold a Budget Committee meeting on May 19, 2020 at 6:00 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, committee members, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. 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. If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call.

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Roll Call

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

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ABSENT

Committee Member Derek Dix
Committee Member Lisa Willson

Review and Discussion of Proposed 2020-2021 Budget

Finance Director Neish stated the motion was presented and tabled to allow for Public Comment.

- a) Public Comment Review and Discussion

There was no Public Comment.

There was a brief review on the Marijuana Tax Funds and Police Department Levied Funds.

- b) Budget Committee to Vote on Tabled Motion from May 14, 2020

Motion to approve the budget for the 2020-2021 fiscal year in the amount of \$29,363,383.

Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Councilor Gourley, Councilor Coleman, Committee Member Briana, Committee Member Journey, Committee Member Lowman, Committee Member Schaffer, Committee Member Hamlin

Motion to approve property taxes for the 2020-2021 fiscal year at the rate of \$1.4157 per \$1,000 of assessed value for the permanent rate tax levy, in the amount of \$7.85 per \$1,000 of assessed value for the police local option tax levy and in the amount of \$1.17 per \$1,000 of assessed value for the library services local option tax.

Voting Yea: Mayor Mahler, Councilor Gerson, Councilor Trask, Councilor Goble, Councilor Nash, Councilor Gourley, Councilor Coleman, Committee Member Briana, Committee Member Journey, Committee Member Lowman, Committee Member Schaffer, Committee Member Hamlin

Adjournment

Finance Director Neish thanked everyone on the committee for their time, efforts and questions during the Budget process.

Robert Briana thanked FD Neish for the ease of the Budget document.

The meeting adjourned at 6:13 P.M.

MEMORANDUM

DATE: May 26, 2020

TO: SWEET HOME CITY COUNCIL

FROM: ROBERT SNYDER, CITY ATTORNEY

TOPIC: UPDATE ON MIDWAY WELLS FOR ORD BILL 7 FOR 2020

SUBJECT:

As an update the DEQ and I have communicated several times on what is needed for the proposed ordinance amendment. As of the council packet agenda turn in date the proposed ordinance change is being worked on. A Memorandum for your information and the proposed ordinance will be on the next City Council agenda for your consideration.



REQUEST FOR COUNCIL ACTION

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

Preferred Agenda: May 26, 2020 1st Reading

Submitted By: Angela Clegg, Associate Planner

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

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

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

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

Attachments: Planning Commission Order of Approval
Ordinance No. __ 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. Approve Application ZMA20-01 as presented and conduct the first reading of Ordinance No. _____ for 2020.
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: Approve Application ZMA20-01 as presented and conduct the first reading of Ordinance No. _____ for 2020.



SUBJECT PROPERTY



1 inch = 318 feet

Subject Property Map
ZMA20-01
13S01E28D 00200

2020-05-26 City Council Packet pg. 20 Date: 8/7/2018

MARCH 27TH



Community and Economic Development Department

City of Sweet Home
1140 12th 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 45th st. and up to the property on the connecting 44th 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.

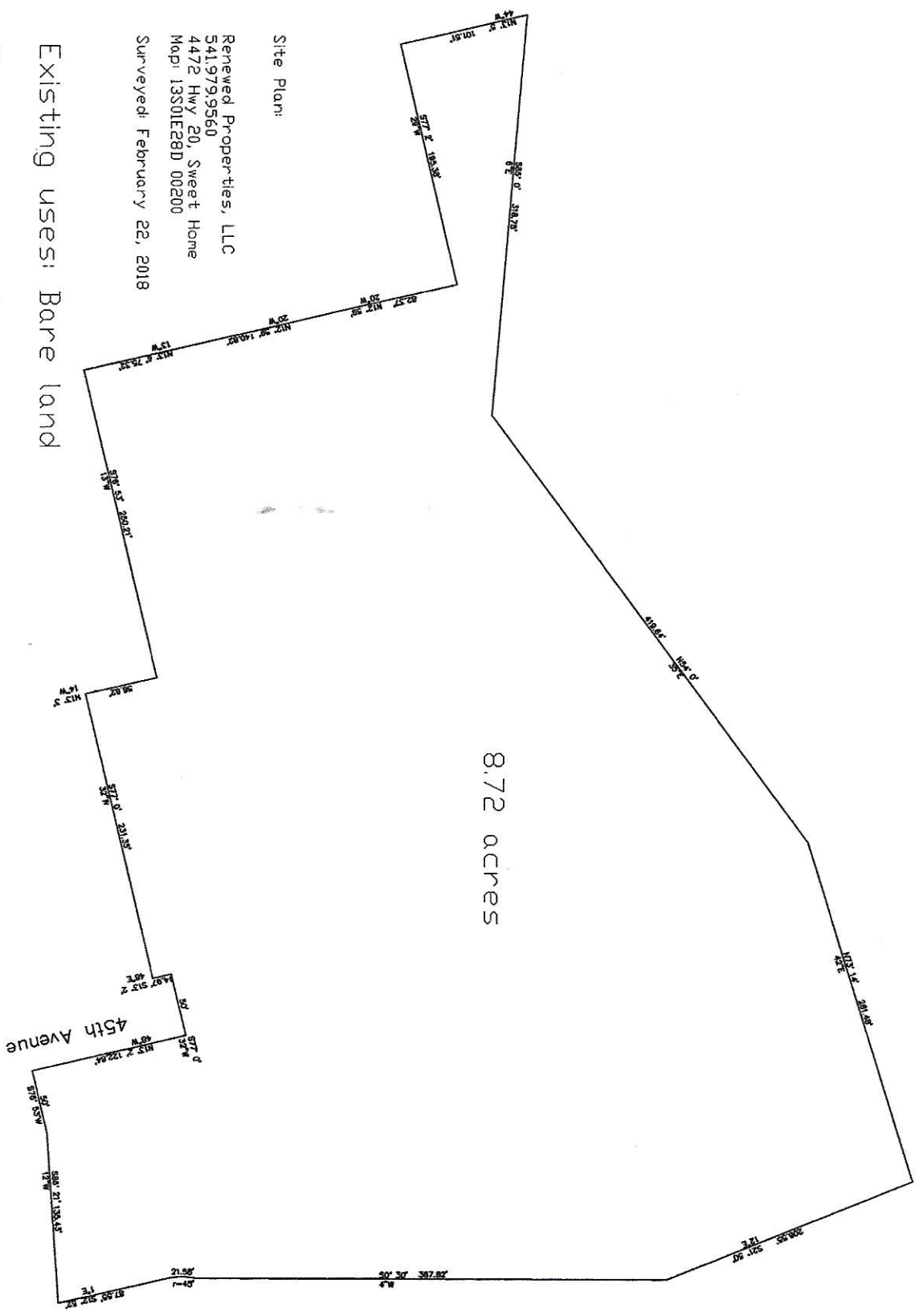
Renewed Properties, LLC



Site Plan:

Renewed Properties, LLC
5419793560
4472 Hwy 20, Sweet Home
Map: 13S01E28D 00200
Surveyed: February 22, 2018

Existing uses: Bare land
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 44th Avenue. The subject property has frontage along Highway 20 and 44th 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 44th 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.

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.**

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- **Enact land use regulations to implement their comprehensive plan.**

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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.**
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- 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]
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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 44th Avenue. The subject property has frontage along Highway 20 and 44th 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.**
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Staff Findings: The subject property has existing frontage along Santiam Highway (Highway 20), and 44th 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.



REQUEST FOR COUNCIL ACTION

Title: Supplemental Budget for 2020 Unplanned Expenditures

Preferred Agenda: May 26, 2020

Submitted By: Brandon Neish, Finance Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: ORS 294.471(1)(a)
ORS 294.473
SH Financial Policy Section IX

Towards Council Goal: Goal 2.5: Continue to implement strong financial “best” practices

Attachments: Resolution No. 12 for 2020

Purpose of this RCA:

To hold a public hearing and review Resolution No. 12 for 2020 requesting a supplemental budget for the Police Department, Special Events Fund and Public Transit Fund.

Background/Context:

Each year, staff builds a proposed budget approximately six months prior to the beginning of a new year. This document is approved by the Budget Committee and adopted by the City Council. For the 2020 fiscal year, the City Council adopted the budget on May 28, 2019. Staff attempts to adhere to the budget as adopted but various opportunities and requirements arise that must be addressed. While staff attempts to meet these obligations with existing authority, occasionally an adjustment must be made. Oregon Revised Statutes 294.471(1)(a) allows a municipal organization to create a supplemental budget to increase expenditure authority in a specified fund under the circumstance that “an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.” This supplemental budget seeks to amend the budget for 2020 in three (3) funds in accordance with Oregon law.

During the previous fiscal year, the Police Department had budgeted \$100k to replace aging radios that no longer met the standard of safety necessary and cost more to maintain than replace over time. The Police Department reviewed proposals for radio replacements and chose Kenwood dual-band radios. Unfortunately, the radios were delayed, and actual delivery of these radios did not occur until September 2019 (vehicle mobiles) and October 2019 (handheld portables). According to Governmental Accounting Standards Board (GASB) standards, expenditures must be recorded in the fiscal year the products or services are received. As such, the radios had to be recorded as a FY20 expenditure instead of a FY19

expenditure where the budget existed. The adjustment proposed includes restoring the budget from the previous fiscal year to ensure that the PD has enough expenditure authority to finish the fiscal year without impacting operations. To balance the increase, funds will be pulled from the ending fund balance from which the unspent, budgeted funds from the prior year rolled into.

Another adjustment proposed in Resolution No. 12 for 2020 is increasing the expenditure authority in the Special Events Fund. During the 2019 fiscal year, the Sweet Home Rotary Club agreed to host and organize the annual Sweetheart Run. A Memorandum of Understanding between the City and Sweet Home Rotary states – or should have stated) that “all proceeds from the event that remain after the payment under subsection (a) shall be distributed to the Rotary Club. After the 2019 run, no proceeds were distributed to the Sweet Home Rotary. The City should have dispersed up to \$2,400 to the Rotary Club. The adjustment proposed would increase the expenditure authority, more than 10% of the original adopted budget, in order to send the 2019 proceeds to the Sweet Home Rotary as required by the MOU referenced above. Since the adjustment would exceed 10% which equals about \$800 in this small line item, ORS 294.473 (1)(a) states that if the change “...differ[s] by more than 10 percent from the expenditures in the budget as most recently amended prior to the supplemental budget, the governing body of the municipal corporation shall hold a public hearing on the supplemental budget.” The public notice of the hearing was published in the New Era newspaper on May 20, 2020 for the City Council meeting on May 26, 2020 meeting the requirements of ORS 294.473 (1)(b). This is not “new money” but money that was not spent in the previous budget and was a carryover from 2018-2019 budget.

The final adjustment proposed in Resolution No. 12 for 2020 is revising the budget in the Public Transit Fund. The auditors that the City contracts with to complete a state required annual audit of City finances recently completed the 2019 fiscal year audit which revealed a variance in the way that the City was recording pass through revenues. In 2019, the City began recording “offsets” for revenues and expenditures. For example, in the Police Department, revenue received by the City from the Sweet Home School District for the services of the School Resource Officer is deposited into the staff pay (200-007-421-110) expenditure line thereby offsetting expenditures. Staff made the same decision regarding the Public Transit Funds. Revenue is received from the Oregon Department of Transportation and then paid out to the Sweet Home Senior Center for the operation of the Linn Shuttle. However, the auditors highlighted that even though the funding is merely passing through the City to another organization, the City is technically the grantee which would require the City to record the revenues and expenditures separately under GASB Rule 33. Since no budget was initially established, this adjustment seeks to establish resources and requirements as required under Oregon Budget Law and GASB Rule 33.

The Challenge/Problem:

Should the City supplement the adopted budget to include the revisions included in Resolution No. 12 for 2020?

Stakeholders:

- City of Sweet Home Citizens and Businesses – The residents and businesses of Sweet Home pay taxes and fees that provide resources in the City’s Budget. All the items purchased for City Hall and the pay for staff is paid for by those resources. They also serve as members of the Budget Committee who approves the budget annually. As stakeholders, they want to know their funds are being spent appropriately and should be able to provide feedback and comment regarding expenditures.
- City of Sweet Home City Council – The City Council is responsible for the adoption of the annual budget and any subsequent adjustments during the fiscal year. The City Council also establishes goals and a vision for the City that staff then implements. It is up to the City Council to decide if the expenditures of the City go towards meeting those goals and vision.

- City of Sweet Home Staff – The staff works diligently to ensure that all expenditures are appropriate and meet the goals and vision of the City Council and the community. At times, staff makes decisions on expenditures based on opportunity or need that may require a supplemental budget to accommodate the expenditure.

Issues and Financial Impacts:

The financial impact for this resolution is minimal as most of these adjustments include utilizing funds from the previous year’s unappropriated fund balance. The Police Department adjustment includes expanding existing expenditure authority to include funds previously budgeted, but timing prevented spending those funds prior to the end of the fiscal year. In the Special Events Fund, no taxpayer dollars or citizen fee revenue provides resources for this fund. Resources are generated through user participation fees which in turn fund expenditures associated with specific events (in this case, the Sweetheart Run). Lastly, the Public Transit Fund is solely sourced by grant funds from the state of Oregon and again, includes no Sweet Home taxpayer or user fee resources.

Elements of a Stable Solution:

The expenditures that are covered under this resolution are expenditures that support operational needs, meet obligations agreed to by the City Council and match the goals and visions of the City Council. Adoption of Resolution No. 12 for 2020 ensures that the City can meet its contractual obligations or meet the operational needs of a department. For the Police Department, the radios purchased updates a system that was at risk of failing which could leave an Officer fighting for their life potentially if a situation went down.

Options:

1. Do Nothing – The City Council could decide not to adopt Resolution 12 for 2020. Staff would need to accommodate by freezing spending in departments to ensure budgetary limits are not exceeding or redistribute expenses to a different budget where appropriate.
2. Motion to adopt Resolution No. 12 for 2020 – The expenditure adjustments included in the resolution ensure that operational needs and previously approved funding is still available to these areas to continue current levels of service.
3. Amend the resolution by changing or eliminating supplemental budget figures– Amending the resolution would result in staff making necessary adjustments to ensure spending restrictions are not exceeded.

Recommendation:

Staff recommends Option 2, Motion to adopt Resolution No. 12 for 2020. The resolution does increase expenditure authority within the City budget but utilizes current fund balances and/or previously allocated funding that could not be spent prior to the end of the 2019 fiscal year.

RESOLUTION NO. 12 FOR 2020

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET

WHEREAS, the Sweet Home City Council adopted the 2019-2020 budget on May 28, 2019, and;

WHEREAS, the 2018-2019 included \$100,000 in expenditure authority for radios to be purchased by the Police Department, and;

WHEREAS, the Police Department was unable to expend these authorized funds due to conditions beyond the control of the Department, and;

WHEREAS, the City of Sweet Home and Sweet Home Rotary Club have agreed that, in exchange for Sweet Home Rotary's work on the annual Sweetheart Run, the City will contribute all proceeds, after expenses incurred by the City are paid, to the Sweet Home Rotary Scholarship Fund, and;

WHEREAS, the 2019 Sweetheart Run was held February 9, 2019, and;

WHEREAS, the payment to Sweet Home Rotary was not completed for the 2019 Sweetheart Run, and;

WHEREAS, GASB 33 requires that government-mandated nonexchange transactions be recorded as a resource and expenditure, and;

WHEREAS, the fiscal year 2019 audit was recently completed by the City and its contracted auditors, and;

WHEREAS, the auditors determined that transactions in the Public Transit Fund qualified as government-mandated nonexchange transactions, and;

WHEREAS, the Fiscal Year 2020 Adopted Budget did not contain an adopted budget for Fund 755, and;

WHEREAS, Oregon Local Budget Law requires a public hearing for any supplemental budget which adds ten (10) percent or more in expenditure authority, and;

WHEREAS, a public hearing was held on May 26, 2020 to hear testimony over the proposed supplemental budget, and;

WHEREAS, the Council has heard public testimony on the topic of the supplemental budget.

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME adopts a supplemental budget authorizing \$100,000 in expenditure authority from the unappropriated fund balance for the Police Department to be used for dual-band radios and \$2,400 in expenditure authority from the unappropriated fund balance in Fund 755 to pay Sweet Home Rotary for the 2019 Sweetheart Run proceeds and \$250,000 in expenditure authority and matching resources for recording of grant revenues from the Oregon Department of Transportation and subsequent payment to Sweet Home Senior Citizens for the operation of the Linn Shuttle program.

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 26th day of May 2020

Mayor

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Resolution Authorizing Transfer of Appropriations

Preferred Agenda: May 26, 2020

Submitted By: Brandon Neish, Finance Director

Reviewed By: Ray Towry, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: ORS 294.463(1)
SH Financial Policy Section IX

Towards Council Goal: Goal 2.5: Continue to implement strong financial “best” practices

Attachments: Resolution No. 11 for 2020

Purpose of this RCA:

To review Resolution No. 11 for 2020 authorizing a transfer of appropriations covering unplanned expenditures for the 2020 fiscal year.

Background/Context:

Oregon Revised Statutes 294.463 allows a municipal organization to redistribute its existing expenditure authority using a transfer resolution to cover unanticipated expenses during a fiscal year. Each year, staff builds a proposed budget six months prior to the beginning of a new year. This document is approved by the Budget Committee and adopted by the City Council. For the 2020 fiscal year, the City Council adopted the budget on May 28, 2019. Each year, staff attempts to adhere to the budget as adopted but various opportunities and requirements arise that must be addressed. While staff attempts to meet these obligations with existing authority, occasionally an adjustment must be made to prevent exceeding authorization limits. This transfer of appropriations resolution seeks to amend the budget for 2020 in multiple departments in accordance with Oregon law.

In August 2019, the City moved into its new City Hall facility at 3225 Main Street. Once in the building and after the dust settled, additional items were necessary that did not exist previously within the former City Hall. For example, the new facility has multiple conference rooms available to the public and a lobby space that customers use when visiting City Hall. These spaces required furniture such as conference room tables and chairs to make the space usable. Additional items such as a sign identifying the building and office furniture was also necessary. On September 24, 2019, the City Council adopted Resolution No. 23 for 2019 authorizing expenditure authority of \$53,500 from the Building Reserve Fund to cover these items. The funds being authorized for spending was to come from the fund balance that remained at the end of the 2019 fiscal year. Recently, the City’s auditors completed the annual

audit which revealed only \$34,249 was available at the end of 2019, a deficit of \$19,251 from the original authorization. To-date, nearly \$35k has been spent on IT, security and a portion of the sign. Additional funds have been spent from the general fund on furniture and computers for the building and the other half of the sign. As a result, the general fund's non-departmental materials & service budget and capital outlay budget are running low on operating funds. Staff is requesting \$40,000 from contingency funds to cover these necessary expenditures. Other transfers being requested in Resolution No. 11 for 2020 include adjustments for the Internal Service Fund and the Water and Wastewater Funds.

In the Internal Service Fund, new programs and expenditures during the 2020 fiscal year led to the need to shuffle around existing budget authority. In April 2019, an existing temporary employee was chosen to serve in the newly established Communications office. Throughout the fiscal year, additional software and technical support has been necessary to support the position. Additionally, the City has leveraged opportunities for software from three (3) vendors to provide greater efficiencies in the work being done. To meet these needs, staff is requesting that \$4,500 from non-departmental personnel expense and \$8,500 from contingency be transferred to non-departmental materials & services expense.

The Internal Service Fund also holds the expenditures for the staff of the Executive and Finance Departments. The initial budget for these departments includes staff pay, medical/dental/vision insurance federal and state taxes, retirement and workers' compensation. Additionally, the City budgets 2% of the total personnel expenditures in contingency to cover unanticipated expenditures such as unplanned overtime, health benefit changes during open enrollment, etc. During the 2020 fiscal year, both the Executive and Finance Departments incurred payouts from accruals. The Executive Department has also incurred expenditures from overtime pay and \$5,000 in legal fees associated with COVID-19. Staff is requesting \$11,100 be transferred from contingency to cover the accrual pay outs, overtime and legal fees and \$5,000 from contingency to cover Finance Department accrual pay outs.

In the Water and Wastewater Funds, staff is requesting \$73,000 to cover the expenses of the Utilities Manager. The Utilities Manager was hired in June 2019 after the fiscal year 2020 budget had already been adopted by the City Council. The position was created to provide oversight of the Water and Wastewater Treatment Plants and the contract which governs the operation of those plants with an outside vendor. The position also serves as the lead City employee for the design and construction of the Wastewater Treatment Plant.

The Challenge/Problem:

Should the City reallocate existing expenditure authority to cover various needs across City funds?

Stakeholders:

- **City of Sweet Home Citizens and Businesses** – The residents and businesses of Sweet Home pay taxes and fees that provide resources in the City's Budget. All the items purchased for City Hall and the pay for staff is paid for by those resources. They also serve as members of the Budget Committee who approves the budget annually. As stakeholders, they want to know their funds are being spent appropriately and should be able to provide feedback and comment regarding expenditures.
- **City of Sweet Home City Council** – The City Council is responsible for the adoption of the annual budget and any subsequent adjustments during the fiscal year. The City Council also establishes goals and a vision for the City that staff then implements. It is up to the City Council to decide if the expenditures of the City go towards meeting those goals and vision.
- **City of Sweet Home Staff** – The staff works diligently to ensure that all expenditures are appropriate and meet the goals and vision of the City Council and the community. At times, staff makes decisions on expenditures based on opportunity or need that may require a supplemental budget to accommodate the expenditure.

Issues and Financial Impacts:

Since this is a transfer of appropriations resolution, there is no overall financial impact to the City. The issue at hand is whether the City Council believes these expenditures require a budgetary adjustment to accommodate the additional expenditure or whether they should be absorbed within the current expenditure authority.

Elements of a Stable Solution:

The expenditures that are covered under this resolution are expenditures that support operational needs and match the goals and visions of the City Council. For example, the Budget Committee and the City Council approved and adopted the budget which contained the salary and benefits for a Communications Specialist. The items contained in this resolution contain funding for Adobe software to complete necessary assignments along with some funding for some office supplies. Accrual pay outs are allowed under the personnel policy established by the City.

Options:

1. Do Nothing – The City Council could decide not to adopt Resolution 11 for 2020. Staff would need to accommodate by freezing spending in departments to ensure budgetary limits are not exceeding or redistribute expenses to a different budget.
2. Motion to adopt Resolution No. 11 for 2020 – The resolution transfer expenditure authority from various sources to cover necessary expenditures.
3. Amend the resolution by changing transfer amounts or eliminating some of the transfers of appropriation – Amending the resolution would result in staff making necessary adjustments to ensure spending restrictions are not exceeded.

Recommendation:

Staff recommends Option 2, Motion to adopt Resolution No. 11 for 2020. The resolution does not increase expenditure authority within the City budget but redistributes existing budget authority to needed areas for operational expenses.

RESOLUTION NO. 11 FOR 2020

A RESOLUTION AUTHORIZING TRANSFER OF APPROPRIATIONS

WHEREAS, Oregon Revised Statutes 294.456(3) outlines appropriation requirements for Local Budget Law which requires that appropriations are made by fund and either organizational unit or program, and;

WHEREAS, the City of Sweet Home adopted the 2019-2020 Fiscal Year Budget on May 28, 2019 by Resolution No. 11 for 2019 which authorized expenditure authority of \$19,761,739, and;

WHEREAS, the City recently completed a renovation of the building at 3225 Main Street, and;

WHEREAS, additional items were needed to furnish the building for its intended purpose, and;

WHEREAS, the Communications office needs software and office supplies to accomplish the duties of the position, and;

WHEREAS, various accrual cash outs are allowed under the City's Personnel Policy, and;

WHEREAS, additional personnel expenditures were incurred to meet the goals of the City Council.

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME authorizes a transfer of 2020 expenditure authority in the following funds and organizational units to address various needs:

Fund	Organizational Unit	Existing	Changes	Adjusted
General Fund	Materials & Services	382,945	27,000	\$409,945
	Capital Outlay	- 0 -	13,000	\$13,000
	Contingency	75,579	(40,000)	\$35,579
Internal Service	Personnel	106,239	(4,500)	\$101,739
	Materials & Services	8,255	13,000	\$21,255
	Executive	324,827	11,100	\$335,927
	Finance	374,197	5,000	\$379,197
	Contingency	56,049	(24,600)	\$31,449
Water	Water Treatment	620,700	38,000	\$658,700
	Water Operations	536,768	(20,000)	\$516,768
	Contingency	55,817	(18,000)	\$37,817
Wastewater	Treatment	637,663	35,000	\$672,663
	Operations	340,386	(35,000)	\$305,386
	Total	\$3,159,425	- 0 -	\$3,519,425

This resolution shall take effect upon its passage and approval.

PASSED by the Council and approved by the Mayor this 26th day of May 2020.

Mayor

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Proposal for City Engineer of Record Service

Preferred Agenda: May 26, 2020

Submitted By: T. Rice, Engineering Tech
G. Springman, PWD

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: NA

Towards Council Goal: 2.5: Continue to implement best financial practices
2.6: Employ sound technology to maximize efficiency

Attachments: RFP for City Engineer of Record Service
RFP for City Engineer of Record Service– contract

Purpose of this RCA:

Staff is requesting authorization to post a Request for Proposals (RFP) to solicit a new City Engineer of Record.

Background/Context:

The City currently contracts City Engineer services to Murraysmith. The contract has an expiration date of July 23, 2020 with an option to extend it by up to 3 years. Due to staff turnover within Murraysmith, staff desires to re-evaluate the consultant market to provide this service by posting a new Request for Proposals. This will not affect Murraysmith’s contract for the Wastewater Treatment Plant design.

As City Engineer, Murraysmith has assisted the City with several projects in the last year, including Water Treatment Plant condition assessment, Water Treatment Plant disinfection system updates, modeling the water distribution system to identify deficiencies, street overlay project scoping, and initiating System Development Charge updates.

The City intends to undertake a number of special projects over the next few years including capital projects (water system, street, and I&I rehab); complete the system development charge updates; and update utility system master plans, Public Works ordinances, and construction specifications. The City does not have the staff resources to complete all of these projects in-house. By contracting out City Engineer services the City can increase its capacity for capital project design (thereby creating a project shelf of “shovel-ready” projects); resolve known water distribution system deficiencies; work on needed policy, code, and internal process reform; and gain expertise to work on upcoming projects. By soliciting a new City Engineer the City can select the consultant that is most qualified to help the City meet its goals.

The proposed duration of a new contract is 1 year with the option to extend another 3 years, for a total of 4 years possible.

The Challenge/Problem:

How do we work with stakeholders to maintain city operations at the voter's expected level of service within budget restraints and being fiscally responsible?

Stakeholders:

- City Residents. Residents are the customers who deserve good service with the highest return on their tax and fees investment we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- Council Members. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- Public Works Department Staff. Capital projects reduce the quantity of ongoing repair work by replacing old, broken infrastructure that is beyond its serviceable lifespan. The lack of capacity to get capital projects designed and constructed leads to increased costs and staff time spent fixing leaks and fighting with system inefficiencies. Staff will also benefit from the expertise of a new City Engineer who can review our codes, construction standards, and policies and suggest improvements, and who can assist with day to day operations upon request to alleviate demands on staff time.
- Management Team. Comprised of five department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- Development Community. Revising the City's system development charges will increase development costs. Developers will have the opportunity to participate in the public process required by ORS for system development charge revisions.

Issues and Financial Impacts:

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

Contracts for City Engineer of Record are typically based on an hourly rate. There is money budgeted to pay for professional services, ample to cover miscellaneous day-to-day tasks which may be assigned to the City Engineer.

Most of the cost of the new contract will be associated with special projects which are likely to be assigned within the possible 4-year contract term. Engineering costs of each special project will be determined with individual quotes per project and will be funded by the corresponding project budget. The cumulative value of the contract may exceed \$100,000 depending on the quantity and type of special projects undertaken within the possible 4-year contract term.

Updating system development charges will result in increased revenues to fund capital projects for system capacity. Our current charges are out of date and extremely low compared to other cities. Revised charges will be based on up-to-date project lists and construction costs, which will more appropriately recover revenue for infrastructure improvement costs.

Elements of a Stable Solution:

Ability to provide engineering services and expand capacity in the Public Works Department to increase service, efficiently execute capital improvement projects, and update policy and procedure.

Options:

1. Do Nothing. This will delay the completion of needed infrastructure design work, code/policy/process reforms, and modernization of the City's master plans and system development charges. The existing contract with Murraysmith will expire on July 23, 2020, at which point the position of City Engineer will be vacant.
2. Authorize the solicitation of a new City Engineer by the posting of this RFP. Posting the solicitation through the City website, local media, and the Daily Journal of Commerce will provide the broadest possible reach for potential proposers. Staff will rank responses and conduct negotiations with the highest-ranked proposer, then return to Council to authorize the proposed contract.
3. Review the City Engineer of Record Service RFP and suggest revisions. Staff will revise the RFP to address Council's areas of concern and present a new draft to Council at a later date.
4. Extend the existing contract with Murraysmith. This option will continue our existing relationship with Murraysmith. The contract may be extended up to another 3 years.
5. Recruit for an in-house City Engineer. This option will require the creation of a new position and job description. Hiring an in-house City Engineer will be a long-term commitment to a single staff member and will not provide the same level of bench strength as a consultant.

Recommendation:

Staff recommends Option 2, Authorize the solicitation of a new City Engineer by the posting of this RFP. By soliciting a new City Engineer the City can select the consultant that is most qualified to help the City meet its goals and which will provide enough capacity and expertise to complete necessary projects.

Staff will direct Murraysmith to complete & close out open projects (water distribution system modeling and review for deficiencies; and system development charge updates) by the contract's July 23, 2020 expiration. Due to ORS-mandated public notice requirements on SDC updates, it is likely that the SDC update project will not be completed by July 23, however it is expected that enough progress will be made on it by then that staff could complete the remaining steps in-house or assign it to the prospective new consultant.



CITY OF SWEET HOME, OREGON

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

Closes 4:00 pm, June 26, 2020

REQUEST FOR PROPOSALS CITY ENGINEER OF RECORD SERVICE

I. GENERAL INFORMATION

A. INTRODUCTION

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

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

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

B. BACKGROUND

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

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

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

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

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

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

- A. Water treatment plant (Trident HS package filter, 6 mgd)
- B. Water storage reservoir (5), booster pump station (2), and distribution system (54 miles of pipe)
- C. Wastewater collection system (49 miles of gravity pipe).
- D. Wastewater treatment plant (activated sludge).
- E. Storm water conveyance system discharging to Ames Creek, Wiley Creek, and the South Santiam River (42 miles of pipe and ditches).
- F. Transportation system (44 centerline miles).
- G. Parks system (8 owned, 9 managed, 336 acres).

C. ANTICIPATED SELECTION SCHEDULE

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

- RFP Advertised May 27, 2020
- **Proposal Due Date** **4:00 pm, June 26, 2020**
- Interviews (if needed) July 6-10, 2020
- Begin negotiations with selected Proposer July 14, 2020
- Award Contract August 11, 2020
- Commencement of Contract August 17, 2020

D. SCOPE OF SERVICES

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

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

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

The City Engineer may be directed to undertake specific projects for the City that have a finite scope of work, are relatively large in scale, or for any other reason the City wishes to assign the work on a task-basis to the City Engineer. For such projects, the City Engineer shall provide a

work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal.

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

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

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home City Engineer of Record Proposal". Proposals shall be submitted by **4:00 p.m. on June 26, 2020** to:

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

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

B. INQUIRIES

Questions concerning this RFP should be submitted in writing to:

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

C. RESERVATION OF RIGHTS

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

deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

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

Protests of Solicitation

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

Protests of Contract Award

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

E. PROPOSAL CONTENTS

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

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

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

Corporate Profile & Legal Qualifications

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

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

Financial Qualifications

- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

Technical Experience & Qualifications

- A current résumé for the individual who will serve as the City Engineer project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Sweet Home.
- Explanation of proposer's facilities and availability of support staff.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of Proposer's project management techniques.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Description of Proposer's expertise in the following areas:
 - Civil, Electrical, Mechanical and Transportation Engineering;
 - Water distribution systems;
 - Municipal surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - Activated sludge wastewater treatment with land applied effluent disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Public finance and infrastructure financing.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)

- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer’s provision of professional engineering services to any private property owner or developer within the City’s jurisdictional boundaries.

F. PUBLIC RECORDS

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

G. COSTS

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

III. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

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

Completeness & Responsiveness (all must be yes)

- Timeliness of submittal
- Satisfies minimum qualifications
 - A Civil Engineer licensed to work in the State of Oregon.
 - Good legal standing
 - Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
 - Documentation of ability to provide required insurances.
- Includes all required information
 - Corporate profile
 - Technical Experience & Qualifications

Scoring Criteria

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

(20%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant’s proposed approach and methodology to meet the project requirements.

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

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

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

(20%) Availability to the project locale.

(15%) Familiarity with the project locale.

(8%) Proposed project management techniques.

B. SELECTION

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

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

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

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

It is the desire of the City to have a new engineering contract in place no later than August 17, 2020.

C. CONTRACT

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

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

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

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

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

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

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. Approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

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

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

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

A. RECITALS

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

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

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

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

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

C. AGREEMENT

1. Term

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

2. Scope of Work

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

3. Compensation

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

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

3.3 Payments.

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

4. Contractor Is an Independent Contractor

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

5. Notices

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

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

Fax: (541) 367-7592

Engineer: _____

Phone: (_____) _____

Fax: (_____) _____

6. Indemnification

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

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

7. Insurance Requirements

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

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

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

\$2,000,000 – general aggregate

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

\$2,000,000 – umbrella liability coverage

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

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.

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

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

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

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

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

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

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

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

liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

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

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

9. Hours of Employment

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

10. Assignments and Subcontractors

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

11. Labor and Material

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

12. Ownership of Work and Documents

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

13. Termination for Convenience

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

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

14. Termination for Cause

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

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

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

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

15. Termination for Default

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

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

16. Remedies

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

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

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

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

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

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

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

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

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659a.142;

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

20. Experience, Capabilities and Resources

By execution of this Contract, the Engineer agrees that:

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

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

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

21. Drawings, Specifications and Other Documents

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

22. Errors and Omissions

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

23. Contract Performance

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

24. Access to Records

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

25. Representations and Warranties

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

26. City Obligations

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

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

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

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

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

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

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

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

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

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

27. Arbitration

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

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

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified

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

28. Attorney Fees

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

29. Successors and Assigns

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

30. Limitation of Liabilities

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

31. Foreign Contractor

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

32. Confidentiality

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

33. Force Majeure

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

34. Waivers

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

35. Severability

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

36. Survival

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

37. Headings

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

38. Integration and Modification

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

39. Authority

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

40. Certificate of Compliance with Oregon Tax Laws

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

41. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

ENGINEER

By: _____

By: _____
Authorized Signature

Name: Ray Towry

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

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

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

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

1. Resident observation – Provide the services of an observer, acceptable to the City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term “record drawings” means a set of documents consisting of record specifications and record drawings showing the reported location of the work.

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

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

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

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

305.385.

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

DRAFT

Exhibit C

Request for Proposals

DRAFT

Exhibit D
Engineer's Proposal

DRAFT

Exhibit E

Engineer's Schedule of Rates and Charges

DRAFT



REQUEST FOR COUNCIL ACTION

Title: Request for Proposal for Contract operator for Water/Wastewater Treatment Facilities

Preferred Agenda: May 26, 2020

Submitted By: T. Rice, Engineering Tech
S. Haney, Utility Manager
G. Springman, PWD

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: NA

Towards Council Goal: 2.5: Continue to implement best financial practices
2.6: Employ sound technology to maximize efficiency

Attachments: RFP for O&M of the Treatment Facilities,
RFP for O&M of the Treatment Facilities – contract
RFP for O&M of the Treatment Facilities – Attachment A scope of work

Purpose of this RCA:

Authorization from City Council to choose a future path from presented Treatment Services Options.

Background/Context:

In October 2006, the City of Sweet Home (City) and Jacobs entered into an agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. This initial agreement was for a period of ten years with an automatic five-year extension.

During a work session on August 11, 2015, City Council considered early renewal options and upon discussion with staff and representatives of Jacobs, Council indicated a desire to consider moving forward with a fifteen-year extension.

In September, 2015, the City and Jacobs entered into a new agreement to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities. This agreement was agreed upon for sixteen (16) years, commencing on July 1, 2015, and ending July 30, 2031, with an option to automatically renew for an additional term of five (5) years.

In July, 2017, the City Council approved and signed Amendment No. 2 continuing the contract with Jacobs to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities at a cost of \$1,030,359.

In June, 2018, the City Council approved and signed Amendment No. 3 continuing the contract with Jacobs to provide complete operation, maintenance and management services of the City's municipal water and municipal wastewater treatment facilities at a cost of \$1,061,270.

In March, 2019, the City conducted a condition assessment of the Water Treatment Plant and documented several deficiencies.

In May, 2019, Jacobs requested an additional 3% increase in operational compensation for the for the operations, maintenance, and management services for the City to perform all administration and operations functions of the City's water and wastewater treatment facilities, an increase to \$1,091,108 for the 19/20 FY Budget. Council rejected the proposed amendment.

In August 2019, City staff presented an Operations and Administration services evaluation, identifying different options for WTP/WWTP Treatment services. Staff evaluated different contract operation firms, and options for taking over operations internally with City Staff.

In September 2019, City staff gave a presentation outlining 3 different timelines, indicating a potential path moving forward, 1.) Doing nothing (Status Quo) 2.), New Contract Operator for city treatment facilities, 3.) Take over the facilities internally.

On May 12th, City staff presented a draft Request for Proposal for Operation and Maintenance of the Treatment Facilities for information purposes along with updated timeline for a New Contract Operator for city Treatment Facilities

The Challenge/Problem:

How do we support, fund, and maintain an effective wastewater/water treatment operation of our facilities, while ensuring our wastewater/water rates remain affordable for community members of Sweet Home?

Stakeholders:

- City of Sweet Home. The City of Sweet Home has the legal obligation to operate and maintain the water and wastewater treatment facilities in a responsible, reliable, and cost-effective manner.
- City of Sweet Home Public Works Department. The Public Works Department recently hired qualified staff with authorized certifications through the State of Oregon who can operate the water and wastewater treatment facilities. The operations, maintenance, and management agreement between the City and Jacobs provides staffing with professional water/wastewater certifications to operate the facilities as defined by the State of Oregon.
- City of Sweet Home Ratepayers. Ratepayers are the owners/customers of the municipal water and wastewater treatment facilities with the expectation they are to be operated in compliance and efficiently. It is the ratepayers who ultimately bear all costs of operation.
- Jacobs. Jacobs is contracted by the City to operate and maintain all administrative and operational functions for the water and wastewater treatment plants.
- Oregon Department of Environmental Quality (DEQ). The Oregon Department of Environmental Quality is the regulatory agency ensuring compliance with the City's Wastewater Treatment Plant.
- Oregon Health Authority. The Oregon Health Authority is the regulatory agency ensuring compliance with the City's Water Treatment Plant.

Issues and Financial Impacts:

Public Works Department. The Public Works Department is responsible to oversee all budgetary costs and operational coordination between the City and Jacobs to ensure the water/wastewater municipal treatment facilities are operated in compliance and efficiently. The proposed 19/20 FY Budget has earmarked the necessary funds (\$1,093,108) to support the annual contract amendment to Jacobs for operation, maintenance, and management services for the water and wastewater treatment facilities.

The City currently does not have enough qualified staff with authorized certifications through the State of Oregon to operate the water and wastewater treatment facilities and may have difficulty attracting enough certified applicants. There is a nationwide shortage of certified operators which has created a candidate-driven job market and Sweet Home may have difficulty competing with similar locally available job openings.

If Council determined that the City would take control of the administration and operations of treatment facilities, staff would develop a budget of \$1,086,293, and a one-time contract termination fee of \$53,063.50 to Jacobs. With that \$1,086,293 proposed budget, there would be an additional on-site staff member for maintenance repair and increase the Material and Services budget by an additional \$94,152.

Elements of a Stable Solution:

Provide efficient administration and operational oversight of the City's water and wastewater treatment facilities. A contracted service will provide staffing with professional water/wastewater certifications to continue to operate the facilities in compliance with state requirements.

Options:

1. Do Nothing. Not recommended. This will maintain the status quo. The Public Works Department has a single qualified staff member with authorized certifications through the State of Oregon who can operate the water and wastewater treatment facilities. Jacobs would continue to perform Administrative and Operations of the WTP/WWTP.
2. Authorize the solicitation of a new Contract Operator by the posting of this RFP. Posting the solicitation through the City website, local media, and the Daily Journal of Commerce will provide the broadest possible reach for potential proposers. Staff will rank the responses and conduct negotiations with the highest-ranked proposer, then return to Council to authorize the proposed contract.
3. Review the Contract Operations RFP and suggest revisions. Staff will revise the RFP to address council's area of concern and present a new draft to Council at a later date.
4. Approve and execute "re-submitted" Amendment No. 4 with Jacobs. Not recommended. This will approve Jacob's request to amend the contract terms, including removal of the Termination for Convenience provision.
5. Terminate the contract with Jacobs and initiate in-house administration and operations of the treatment facilities. Not recommended. This is a long-term goal that staff would like to work toward, but staff has concerns about being able to attract enough certified operators in the current candidate-driven job market. Staff would prefer to gradually hire/develop our certified staff over time and initiate the transition to in-house operations at a later date.

Recommendation:

Staff recommends Option 2, Authorize the solicitation of a new Contract Operator by the posting of this RFP.



CITY OF SWEET HOME, OREGON

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

Closes 4:00 pm, July 15, 2020

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1 Introduction

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

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

1.1 Background and Objectives

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

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

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

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

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

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

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

The objectives of potential continued outsourcing of operations include:

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

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

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

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

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

1.2 Purpose of Solicitation

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

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

1.3 Scope of Work

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

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

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

the highest standards prevalent in the industry.

Certified staff overseeing daily operations of the Facilities and one maintenance technician shall be assigned full time to the Sweet Home project as described in Attachment A, Scope of Work. The City will entertain alternatives for the Contractor to provide Direct Responsible Charge (DRC) oversight (in which case the DRC must be staffed full time on site at the Sweet Home project), or for the City to provide in-house DRC oversight.

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

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

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

1.4 Description of the Facilities

1.4.1 Wastewater Treatment Plant

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

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

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

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

- Solids thickening (rotary drum)
- Anaerobic digestion
- Solids dewatering (screw press)

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

1.4.2 Water Production

The water production facilities consist of:

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

1.4.3 Water Treatment Plant

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

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

1.4.4 Reservoirs (City-Maintained)

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

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

2 Description of Procurement Process

2.1 Designated Contact

The designated contact for all inquiries regarding this solicitation is:

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

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

Requests for additional information shall be directed to the designated contact. If the City agrees to providing additional information, Proposers will be notified by addendum. Some information may not be available in an electronic format and Proposers will need to make arrangements to view the materials onsite.

2.2 Pre-Submission Facilities Tour

The City will conduct an optional tour of the Facilities on June 10, 2020. Due to Oregon’s restrictions on gatherings during the COVID-19 pandemic, each proposer will be allowed no more than 2 visitors to the site at a time. Proposers are encouraged to teleconference with additional staff. All proposers interested in attending a Facilities tour must email the designated contact no later than 4:00 p.m. June 8, 2020.

2.3 Inquiries

Questions concerning this RFP should be submitted in writing to the designated contact no later than 4:00 p.m. July 8, 2020.

2.4 Procurement Process and Schedule

A summary procurement schedule of the major activities associated with this solicitation process is presented below.

Activity	Date
Issue RFP	May 27, 2020
Facilities Tour Signup Deadline	June 8, 2020
Optional Facilities Tour	June 10, 2020
<u>Proposals Due</u>	<u>July 15, 2020</u>
Interviews (if needed)	July 27-31, 2020
Begin negotiations with selected Proposer	August 4, 2020
Anticipated Contract Award	September 8, 2020
Anticipated Start Date	March 8, 2021

2.5 City Rights and Options

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

- To supplement, add to, delete from, and change this solicitation document.
- To determine which Proposer(s), if any, should be selected for interviews and/or negotiations.
- To reject any or all proposals, to delay or suspend the procurement, to re-advertise, or to cancel the procurement in accordance with ORS 279B.100, if that would be in the best

interest of the City or the public.

- To supplement, amend, substitute, or otherwise modify this RFP at any time.
- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process.
- To conduct investigations with respect to the qualifications and experience of each Proposer.
- To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City.
- To require one or more Proposers to supplement, clarify or provide additional information in order for the City to evaluate the proposals received.
- To waive any informality, minor defect, or technicality in any proposal received.
- To negotiate a final contract that is in the best interest of the City and the public.

2.6 Expense of Submittal Preparation

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

2.7 Public Records

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

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

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

2.8 Equal Opportunity Requirements

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

2.9 Protests

2.9.1 Protests of Solicitation

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

2.9.2 Protests of Contract Award

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

- (a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and
- (b) The reason for the protest is that:
 - (A) All lower bids or higher ranked proposals are nonresponsive;
 - (B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - (C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or
 - (D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

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

3 Submittal of Proposals

3.1 General Instructions and Submittal Deadline

Proposers shall provide four (4) hard copies and one (1) digital copy in .PDF format of the proposal in a sealed envelope clearly marked: "Proposal for the Operation, Maintenance and Management of the City's Water and Wastewater Facilities." Proposals shall be submitted by **4:00 p.m. on July 15, 2020** to:

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

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

3.2 Qualifications and Technical Proposal

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

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

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

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

3.2.1 Cover Letter

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

3.2.2 Executive Summary

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

3.2.3 Qualifications

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

- 5 years experience
- Good legal standing
- Documentation of ability to provide required insurances

Desired Qualifications: Proposers shall demonstrate their ability to undertake the City's project by providing the technical qualifications of the Proposer, individual team members and principal subcontractors, if applicable. The City reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting project references,

accessing public information, inspecting facilities or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following information to demonstrate its technical qualifications:

Corporate Profile & Legal Qualifications

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party. A project organization chart clearly delineating lines of authority within the organization is required.
- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Identify when the Proposer was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance and management services under that name.
- Identify which portions of the work, if any, will be subcontracted. If subcontractors are proposed, the proposed contractual relationships between the Proposer and all major partners and subcontractors relative to the project shall be outlined in the proposal.
- Demonstrate good legal standing in Oregon and in home state (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- Identify the impact(s) of any adverse outstanding litigation.
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

Financial Qualifications

- Submit financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.
- Demonstrate the ability to furnish insurance coverage as specified in Section 8 of the attached contract form.

Technical Experience & Qualifications

- Provide information about the Proposer's overall experience with operating water and wastewater treatment facilities in the United States. Provide details (size, duration of relationship and processes utilized) on representative treatment facilities the Proposer operates under a private contract operations and maintenance arrangement in the United States.
- Have been in the business of providing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities for at least five years.
- Have existing full-service public-private contracts for operation, maintenance and management of water and wastewater treatment facilities that have been in effect for at least five years.
- Have operated treatment facilities in the United States for at least five years.
- Have operated facilities that are comparable in size, process and complexity to the City's current facilities as described in Section 1.4 and near future facilities as described in Section 1.4.1. Include descriptions of experience with SCADA systems, plant performance, efficient long term usage of resources/chemicals/utilities, Trident HS filters, engine generator sets, and biosolids land application. Describe applicability of

past/current projects to the Sweet Home project.

- Have experience managing wastewater operations during the design and construction of new and/or expanded facilities. This experience should include working with design engineers and construction contractors. Provide at least two examples of similar projects.
- Have demonstrable process control experience optimizing the treatment process to reduce operating costs or minimize capital expenditure.
- Have demonstrable experience performing proactive maintenance to maximize equipment useful lifespans and reduce total lifecycle costs.
- Have the capability to provide additional resources to assist in technical troubleshooting and capital planning. Explain how these resources are sourced (i.e., from affiliate companies, subcontractors) and whether these services are provided as part of the services offered under the base operating fee or are additional billing.
- Have a strong record of health, safety and environmental compliance. Provide the Proposer's current OSHA recordable rate and Experience Modifier Rate (EMR) and information about any health, safety or environmental violations within the last five years. Describe the Proposer's approach to meeting and guaranteeing permit compliance. Proposer must have an EMR of less than 1.0.

3.2.4 Key Personnel

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

3.2.5 Project Staffing and Project Management Plan

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

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

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

3.2.6 Project Approach and Technical Plans

In this section, Proposers will address their approach to operating, maintaining and managing the Facilities. These plans submitted in the proposal are preliminary documents that the selected Proposer will further develop for implementation as per Attachment A following contract

award. It is expected that these plans submitted in the proposal will be based on company templates with some minor adaptation to the Sweet Home project to indicate how they will apply.

This section shall Include:

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

3.3 Price Proposal

3.3.1 Proposed Base Fee

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

Base Fee

The annual base fee shall include the following:

- Personnel Services – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees. Include one full-time maintenance individual on site as specified in Attachment A.
- Chemicals – any chemicals used in the treatment process or for the maintenance of the Facilities, except bulk chemicals directly paid by the City as specified in Attachment A. The City may entertain alternative base fee arrangements for chemicals if the Proposer proposes an alternative method which is more advantageous to both the City and the Proposer. Any such alternatives must be clearly identified and described in the proposal.
- Utilities - any utilities which are not specified in Attachment A as being directly paid by the City. The City may entertain alternative base fee arrangements for utilities if the Proposer proposes an alternative method which is more advantageous to both the City and the Proposer. Any such alternatives must be clearly identified and described in the proposal.
- Facilities routine maintenance - Include routine tools and incidental consumable materials such as grease, bolts, gaskets, fuses, etc used in preventive, predictive, and minor corrective maintenance.
- Residuals disposal – Labor costs associated with residual disposal including biosolids, grit, screenings, and trash. Third party residuals hauling costs will be directly paid by the City as specified in Attachment A.
- Equipment – Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment. Include the maintenance of Contractor owned equipment.
- Information technology – Includes computers, tablets, software, and software licenses.
- Materials and Supplies – Including but not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplication and photo supplies, safety supplies, laboratory supplies, clothing and uniforms and other materials and supplies.
- Transition costs – Includes all costs associated with assuming management and operational control of the Facilities.

Repair Budget

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

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

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

- ≤ \$1,000 repairs per work order item are charged to the base fee and do not affect the repair budget.
- \$1,001 - \$3,000 repairs per work order item come out of the repair budget and do not require city approval.

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

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

3.3.2 Proposed Method of Future Price Adjustments

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

4 Review and Evaluation

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

4.1 Evaluation Criteria

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

Completeness & Responsiveness (all must be yes)

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

Scoring Criteria

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

(8%) Corporate Information

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

(2%) Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.
Includes: 3.2.3 Qualifications (Corporate Profile & Legal Qualifications)

(15%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant's proposed approach and methodology to meet the project requirements.
Includes: 3.2.3 Qualifications (Technical Experience & Qualifications)

(15%) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.
Includes: 3.2.3 Qualifications (Technical Experience & Qualifications)

(20%) Resources committed to perform the services and the proportion of the time that the prospective consultant's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.
Includes: 3.2.4 Key Personnel, 3.2.5 Project Staffing and Project Management Plan

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

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

4.2 Evaluation of Proposals

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

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

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

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

the award of the contract as presented, then the agreement will be executed.

If the City awards a contract, the City shall award the contract to the responsible Proposer whose proposal the City determines in writing is the most advantageous to the City based on the evaluation process and evaluation factors described in this RFP and the outcome of any negotiations authorized by this RFP.

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

5 Contract

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

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

It is anticipated that the City of Sweet Home will enter into a five (5) year agreement, which thereafter may be extended upon written consent of both parties for additional three (3) year terms.

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

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

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

ATTACHMENT A - SCOPE OF WORK

1 GENERAL

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

OR

City to retains Direct Responsible Charge duties for water and wastewater facilities. As such the Contractor is required to maintain on site staffing to meet the requirements below within 30 days of notice to proceed. This staff shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission.

- One individual with Oregon DEQ Wastewater Treatment Grade III certification AND One individual with Oregon OHA Water Treatment Grade II certification; OR
- One individual possessing both of the above certifications

1.7 Contractor is required to perform corrective and predictive maintenance, in addition to manufacturer recommended preventive maintenance. As such the Contractor is required to maintain on site staffing of one individual with Millwright certification or equivalent experience, within 30 days of notice to proceed, who shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission. Labor costs for said staff shall be included in the annual operational base fee and shall not be charged to the repair budget.

1.8 The Contractor is required to maintain required certifications and fulfill system supervisory requirements. If the Contractor is unable to meet these requirements for more than 60 days, the Owner will consider such a breach of this contract and cause for termination.

1.9 Contractor shall develop and maintain an ongoing training program that provides cross-training and includes certification of its operators in both water and wastewater treatment.

1.10 Contractor agrees to provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented and demonstrate proficiency.

1.11 Contractor shall comply with all State and Federal Laws with regards to affirmative action provisions for minority hiring.

1.12 Contractor is responsible for paying all costs incurred to meet service levels described in this scope of work.

1.13 The Owner shall be responsible for direct payment of the following Facility operating costs:

- Electricity
- Natural gas
- Internet, landline telephone, and SCADA communication services
- Domestic garbage service
- Residuals disposal hauling & tipping fees (biosolids, grit, and screenings)
- Bulk chemicals as listed in sections 2.8 and 3.12.

The City may entertain alternative base fee arrangements for chemicals and utilities if the Proposer proposes an alternative method which is more advantageous to both the City and the Proposer.

1.14 Contractor is required to provide any vehicles required to execute scope of work. Contractor will coordinate with City to utilize City owned equipment such as forklift and Vactor for special projects.

1.15 Provide and document all Repairs for the Facilities. Conduct a "repair vs replace" analysis for

all Repairs for the Facilities. Where Repairs are less than 40 percent (40%) of replacement costs, the item will normally be repaired. Where Repair cost are more than 40 percent (40%) of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to the Owner for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of Contractor's onsite personnel making such repair. However, due to the size, complexity, technical nature, or timing for completion of such Repairs, Contractor may subcontract such Repairs and charge such services to the Repairs budget. Contractor to provide Owner with a detailed monthly report and accounting of all Repairs.

1.16 Contractor shall budget for and manage the repair budget according to the following four-tier repair plan as described below.

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

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

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

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

1.20 Alter as needed, the process and/or facilities to achieve the objectives of this Agreement;

provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Three Thousand Dollars (\$3,000.00).

- 1.21 The cost of any capital improvement required at the Project to bring the facilities within Oregon OSHA compliance at commencement of services will be paid by the Owner. Any changes in Oregon OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes. Contractor is responsible for providing and maintaining personal protective equipment and associated materials and supplies.
- 1.22 Maintain all manufacturer warranties on new equipment purchased by the City for the Project and assist the Owner in enforcing existing equipment warranties and guarantees as such relate to the Facilities.
- 1.23 Perform process control observations and analyses to optimize efficient operations of the Facilities. Inform the City whenever process control trending indicates a change in process performance outside of industry accepted statistical variation. Be a transparent partner and include the City in open discussions about process control methods and results to the satisfaction of the City.
- 1.24 Provide computerized maintenance, process control and laboratory management systems for the Project. City shall have access to data during normal business hours. The maintenance program will include a complete asset inventory and documentation of spare parts inventory. The systems shall be capable of providing historical data and trending.
- 1.25 Contractor shall prepare and submit all required reports to both regulatory agencies and to the City of Sweet Home. The City shall be copied on all regulatory correspondence. Reporting requirements include:
 - Mandatory reporting to Client - Monthly report of activities and challenges.
 - Monthly/yearly NPDES reporting
 - Monthly/Yearly OHA Reports
 - Monthly/Yearly itemized invoicing detail for repairs with all charges tracked to work orders.
- 1.26 Contractor shall be a transparent partner by keeping the City advised of any operational difficulties so that additional resources and knowledge can be combined to each an efficient solution.
- 1.27 Place, at each permanently staffed project facility, a copy of Contractor's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement.
- 1.28 Contractor shall implement best practices while promoting innovation and continuous improvement. The following plans and topic areas shall be developed, maintained, and implemented as part of this agreement.
 - a) A Customer Service Plan shall be submitted upon execution of contract. The plan shall describe the Contractors procedures for responding to calls during normal business hours, after hours and holidays. Procedures for responding to odor complaints and

documentation of issue response and resolution.

- b) A Safety and Security Plan shall be submitted within 45 days of contract effective date. An outline of this plan shall be included with the Proposal. The plan shall include but is not limited to the following elements:
- Safety Facility Safety Inspections
 - Health and Safety Training
 - Exposure Control Plan
 - Personal Protective Equipment requirements
 - OSHA required programs
 - Accident Investigation
 - Safety Committee Training
 - Confined Space Entry
 - Facility Security procedures
- c) A Facilities Emergency Response Plan shall be submitted within 60 days of contract effective date. The plan shall include identification of potential emergencies, response procedures, preparation for and prevention of emergencies, incident management and a notification contact list.
- d) The Operations and Maintenance Plan shall be submitted within 90 days of contract effective date. An outline of this plan shall be submitted with the Proposal. The plan shall describe the Contractor's strategies and practices to manage the following:
- NPDES permit & Drinking Water compliance and reporting
 - Sanitary Sewer Overflow (SSO) response
 - Communication protocols
 - Record keeping and documentation
 - Operations and Maintenance database/software
 - Unit process operation goals and monitoring practices
 - System criticality and work prioritization
 - Standard Operating Procedures (SOP)
 - Process control plan
 - Laboratory QA/QC Plan
 - Sampling and analysis plan
 - Manufacturers manuals
 - Preventive maintenance practices
 - Predictive maintenance practices
 - Corrective maintenance plan
 - Plan for management of biosolids
 - Troubleshooting and contingency plans
 - Planned maintenance programs and plans, tank and wet well cleaning, painting, etc.
- e) A Staffing Plan shall for the Facilities shall be submitted within 30 days of contract effective date. The plan shall include the following elements:
- Organizational chart
 - Job classifications and descriptions
 - Experience and competency requirements

- Primary job responsibilities
 - Staff schedules and “on call” coverage
 - Personnel costs
 - Incentives and recognition
 - Recruitment plan
- f) A Training Plan shall be submitted within 90 days of contract effective date. An outline of the plan shall be submitted with the Proposal. Topics shall include training specific to the Sweet Home Water/Wastewater system and include proficiency testing. Elements of the plan shall include the following:
- Regulatory compliance
 - System operation and process control
 - Maintenance procedures
 - Equipment troubleshooting and repair
 - Laboratory sampling and analysis
 - Emergency response
 - Microsoft Office software
 - Administrative procedures
 - Safety
 - Operator certification
- g) A Repair and Replacement Plan shall be submitted within 120 days of contract effective date. Elements of the plan shall include the following:
- Computerized maintenance management
 - Condition monitoring and operational assessment
 - Levels of service
 - Repair and refurbishment
 - Capital replacement
 - Critical components and emergency spares
 - Asset Management
- h) A Transition Plan plan will be developed by the Owner and Contractor within 30 days of contract effective date. An outline shall be submitted with the Proposal that includes:
- Transition Team organization
 - Communication protocols
 - Functional transition start-up and contingency plans
 - Timelines and activities
 - Update Facility Plans
 - Staffing specifications and compensation package
 - Staff Recruitment
 - Operations, Maintenance and Management implementation
 - Administration and business processes
 - Maintenance management
 - Process control and laboratory
 - Performance monitoring
 - Health and Safety
 - Transfer material and support services contracts
 - Transfer emergency response responsibilities

- Implement administrative, maintenance and operations software
- Inventory transfer of materials, chemical, fuel inventory
- Update Oregon DEQ contact and supervisory forms
- Transfer NPDES permit responsibilities
- Create first year operations and maintenance plan

- i) A Performance Management Plan shall be maintained for the Facilities. The plan will describe the Contractor's strategies for addressing the following areas:
- Alignment with City and department goals
 - Regulatory compliance
 - Wastewater system goals and objectives
 - Planning and scheduling
 - Monitoring and reporting

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

2 WASTEWATER TREATMENT PLANT

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

2.2 Wastewater Treatment Plant Design Capacity is described as follows:

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

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

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

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

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

- 2.5 Operate the facilities in a manner such that odor and noise are minimized within the design capacity capabilities of the facilities. The cost for the future odor control and odor scrubbing devices to the facility will be treated as a Capital Improvement. The cost for any other upgrades or modifications to the facility above its capacity and specifications will also be treated as a Capital Improvement.
- 2.6 Prepare and submit to the Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Contractor shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Wastewater Treatment facilities.
- 2.7 Coordinate third-party disposal of dewatered sludge for disposal at Landfill.
- 2.8 Contractor shall maintain and manage inventory of following chemicals to ensure adequate amounts on hand to meet all operational treatment requirements:
- Hypochlorite
 - Sulfur Dioxide
 - Polymer
 - Caustic
- 2.9 Where land application is used as the method for disposal of biosolids, Contractor shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, Contractor shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. Contractor may use the existing Owner secured permits and land application sites.
- 2.10 Perform all laboratory testing and sampling currently required by the NPDES permit. Develop and maintain adequate process control and analysis to demonstrate Facility performance. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- 2.11 Perform laboratory sampling and analysis as required by the NPDES permit, Schedule B. Contractor shall submit a laboratory sampling and analysis plan to the Owner for approval prior to the notice to proceed.
- 2.12 Operational constraints to be considered with the WasteWater treatment plant.

3 WATER TREATMENT PLANT

- 3.1 All equipment, grounds and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant located at: 1500 47th Avenue, Sweet Home, Oregon.
- 3.2 Raw Water Quality and Finished Water Requirements of the Water Treatment Plant. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date

hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

- 3.3 System Demand. Contractor shall assume an average demand for water of 1.096 mgd and a peak daily demand of 2.304, at the commencement of this agreement. Contractor acknowledges that the Owner has the right to demand up to 2.304 mgd on any day and Contractor shall undertake, as and when needed, the necessary arrangements to assure that enough personnel are available to satisfy additional demand overtime. Any change of ten percent (10%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope, and an appropriate adjustment of fee shall be negotiated.
- 3.4 Contractor shall be responsible for meeting the water treatment performance standards established above, but shall not be responsible for events outside the control of Contractor, which include but are not limited to:
- Toxic materials contained in the raw water supply
 - Raw water supply is insufficient to meet demand
 - The demand for water exceeds the design capacity of the facilities specified.
 - Vandalism
 - Acts of God or Force Majeure events
- 3.5 Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. Contractor shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.
- 3.6 Provide for the disposal of sludges to existing permitted disposal sites. Any change in the Cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and CONTRACTOR agree that Owner is the Generator of the residuals.
- 3.7 Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations for the Existing Water Facility. Owner is responsible for any re-sampling that may occur in the event of a positive bacteria count including but not limited to additional manpower associated with additional sampling. Owner is responsible for all costs associated with sampling required by the State and Federal Safe Drinking Water Regulations for the Water Facility including but not limited to additional manpower associated with that sampling.
- 3.8 Laboratory testing and sampling required by the State and Federal Drinking Water Regulation on an infrequent or irregular basis will be invoiced to the Owner as a pass-through.
- 3.9 Contractor will collect and analyze two weekend distribution samples for free chlorine residual in the distribution system as requested by the Department of Human Services, Drinking Water Division.

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

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

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

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

**City of Sweet Home
Personal Services Contract for
Operations, Maintenance, and Management Services**

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

and

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

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

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

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

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

1. General

- 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Exhibit A.
- 1.2 The following exhibits are hereby incorporated by reference into this Contract:
 - Exhibit A – Definitions
 - Exhibit B – Oregon Public Contracting Requirements
 - Exhibit C – Scope of Services
 - Exhibit D – NPDES Permit and Wastewater Treatment Characteristics
 - Exhibit E – Request for Proposals
 - Exhibit F – CONTRACTOR's Proposal
- 1.3 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.
- 1.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

- 1.5 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.6 All notices shall be in writing and transmitted to the party's address stated above. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.
- 1.7 This Agreement, including Exhibits A through F, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "CONTRACTOR" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.8 Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.
- 1.9 CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While OWNER reserves the right to set various schedules and evaluate the quality of CONTRACTOR's completed work, OWNER cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work. CONTRACTOR is responsible for all federal and state taxes applicable to compensation and payment paid to CONTRACTOR under the Contract and will not have any amounts withheld by OWNER to cover CONTRACTOR's tax obligations. CONTRACTOR is not eligible for any OWNER fringe benefit plans.
- 1.10 The services provided under this Agreement are of a professional nature and shall be provided in a safe, secure, effective and efficient manner and shall meet the highest standards prevalent in the industry. Such services shall not be considered engineering services and nothing herein is intended to imply that CONTRACTOR is to supply professional engineering services to OWNER unless specifically stated in this Agreement to the contrary.
- 1.11 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.12 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.13 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.
- 1.14 The provisions of Sections 1 (General), 8 (Indemnity, Liability and Insurance), 9 (Term, Termination, and Default), and 10 (Disputes and Force Majeure) shall survive the expiration or termination of this Agreement. Any and all other provisions of this

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

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

2. CONTRACTOR's Services – General

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

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

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

4. OWNER's Duties

- 4.1 All grounds, facilities, equipment and vehicles now owned by OWNER or acquired by OWNER shall remain the property of OWNER.
- 4.2 The OWNER shall fund all necessary Capital Expenditures, which will be performed by CONTRACTOR under a written change order to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.10. Any loss, damage,

or injury resulting from OWNER's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by CONTRACTOR shall be the sole responsibility of OWNER.

- 4.3 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to CONTRACTOR under this Agreement.
- 4.4 The OWNER shall provide CONTRACTOR, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that CONTRACTOR may discharge its obligations under this Agreement in the most cost effective manner.
- 4.5 OWNER warrants that during the interim period between the initial Project inspection by CONTRACTOR and the Commencement Date, the plants, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance have been performed and there are no issues known to OWNER regarding the condition of the Project, and facilities composing the Project and/or any equipment used by the Project.
- 4.6 The OWNER shall continue to be responsible and pay for the general administration and enforcement of (i) the water distribution and wastewater collection systems, and (ii) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.

5. Compensation

- 5.1 CONTRACTOR's compensation under this Agreement shall consist of an Annual Fee. The Annual Fee for the period _____ through _____ shall be \$_____.
- 5.2 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or over time wages caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds will be billed to the OWNER for reimbursement.
- 5.3 The Annual Fee shall be negotiated each year at least four (4) months prior to the anniversary of this Agreement's effective date. Should OWNER and CONTRACTOR fail to agree, the Annual Fee (and Maintenance and Repair Limit included therein) will be adjusted by multiplying the existing Annual Fee by the percentage increase in the Consumer Price Index for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics for the twelve (12) months prior to the beginning of the period for which an adjusted Annual Fee is being calculated not to exceed ____%.

6. Payment of Compensation

- 6.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.

- 6.2 All other compensation to CONTRACTOR is due upon receipt of CONTRACTOR's invoice and payable within thirty (30) days.
- 6.3 OWNER shall pay interest at an annual rate equal to _____, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

7. Scope Changes

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

8. Indemnity, Liability and Insurance

- 8.1 During the term of this Contract, CONTRACTOR shall maintain, at its own expense, the following types of insurance in the following amounts:
- 8.1.1 Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):
- Worker's Compensation \$2,000,000 policy limit and \$2,000,000 employee limit.
 - Business Automobile Liability \$2,000,000 combined single limit coverage.
 - Commercial General Liability \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - Pollution Liability \$2,000,000 per claim and aggregate

- Umbrella Liability Coverage \$4,000,000 per claims and in the aggregate.
- Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- 8.1.2 The limits required in this Section 8.1 may be met with a combination of underlying and umbrella coverage.
- 8.2 If any of the above required insurance is arranged on a “claims made” basis, “tail” coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 8.3 Policies shall provide that OWNER, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 8.1(a) and a waiver of subrogation against them shall be obtained for all coverages.
- 8.4 All coverages under Section 8.1 shall be primary over any insurance OWNER may carry on its own.
- 8.5 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to OWNER and that are qualified to do business in the state of Oregon.
- 8.6 CONTRACTOR shall furnish OWNER with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by OWNER, CONTRACTOR shall furnish OWNER with executed copies of such policies of insurance. CONTRACTOR shall furnish OWNER with at least 30 days’ written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.
- 8.7 All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.
- 8.8 CONTRACTOR, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all subject workers.
- 8.9 CONTRACTOR warrants that all persons engaged in Contract work and subject to the Oregon Workers’ Compensation Law are covered by a workers’ compensation plan or

insurance policy that fully complies with Oregon law. CONTRACTOR shall indemnify OWNER for any liability incurred by OWNER as a result of CONTRACTOR's breach of the warranty under this paragraph.

- 8.10 CONTRACTOR hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from CONTRACTOR's negligence or willful misconduct under this Agreement; provided, CONTRACTOR shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 8.11 CONTRACTOR shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after _____, 20[___], of the wastewater effluent quality requirements provided for in Exhibit D that are a result of CONTRACTOR's negligence or willful misconduct.
- 8.12 CONTRACTOR shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after _____, 20[___], of the drinking water treatment effluent quality requirements provided for in Oregon Health Authority rules that are a result of CONTRACTOR's negligence or willful misconduct.
- 8.13 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or CONTRACTOR that are not a result of CONTRACTOR's negligence or willful misconduct or are otherwise directly related to the ownership of the Project and shall indemnify and hold CONTRACTOR harmless from the payment of any such fines and/or penalties.

9. Term, Termination and Default

- 9.1 The initial term of this Agreement shall be five (5) years commencing _____ ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) years each unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration.
- 9.2 OWNER may terminate this Agreement for convenience as follows:
 - 9.2.1 During the Initial Term: If OWNER terminates the contract for convenience prior to the ending date of the Initial Term, OWNER shall provide CONTRACTOR with at least six (6) months prior written notice of termination and OWNER shall pay CONTRACTOR a demobilization fee equal to ___% of the current base fee.
 - 9.2.2 After the Initial Term: If OWNER terminates the contract for convenience during a successive term as described in Section 9.1, OWNER shall provide CONTRACTOR with at least one hundred and twenty (120) days prior written notice of termination and there shall be no demobilization fee.

9.3 Termination for Cause.

9.3.1 A party may terminate this Agreement for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except as provided in 9.3.2, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.

9.3.2 In case of a breach by OWNER for nonpayment of CONTRACTOR's invoices, CONTRACTOR shall provide sixty (60) days prior written notice of termination.

9.4 In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, OWNER shall pay to CONTRACTOR any funds identified in Section 7.2 that have not been paid to CONTRACTOR through the date of termination.

9.5 Upon notice of termination by OWNER, CONTRACTOR shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by CONTRACTOR at request of OWNER, OWNER shall pay CONTRACTOR such Cost within 30 days of invoice receipt.

9.6 Upon termination of this Agreement and all renewals and extensions of it, CONTRACTOR will return the Project to OWNER in the same condition as it was upon the effective date of this Agreement, with improvements made thereto, ordinary wear and tear excepted. Equipment and other personal property purchased by CONTRACTOR for use in the operation or maintenance of the Project shall remain the property of CONTRACTOR upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed CONTRACTOR for the cost incurred to purchase the property or this Agreement provides to the contrary.

9.7 Upon CONTRACTOR's failure to perform the scope of work or meet established performance standards, and after complying with Section 9.3 cure process, the OWNER may use the remedies set out in ORS279B.060(2)(h) in the best interests of the City and any other remedies allowed by law.

10. Disputes and Force Majeure

10.1 In the event activities by employee groups or unions cause a disruption in CONTRACTOR's ability to perform at the Project, OWNER, with CONTRACTOR's assistance or CONTRACTOR at its own option, may seek appropriate injunctive court orders. During any such disruption, CONTRACTOR shall operate the facilities on a best efforts basis until any such disruptions cease.

10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

11. Nondiscrimination

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

12. Governing Law, Jurisdiction, Venue

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

13. Time is of the Essence

Time is of the essence under this Contract.

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

CITY OF SWEET HOME

CONTRACTOR

By: _____

By: _____

Authorized Signature

Name: Ray Towry

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

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

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

Exhibit A

Definitions

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

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

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Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

B.12 CONTRACTOR certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

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

DRAFT

Exhibit C
Scope of Services

DRAFT

Exhibit D

NPDES PERMIT AND
WASTEWATER TREATMENT CHARACTERISTICS

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

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

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

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

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

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

Exhibit E
Request for Proposals

DRAFT

Exhibit F
CONTRACTOR's Proposal

DRAFT



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action - MOU with Sweet Home Rotary Club for the annual Sweetheart Run

Preferred Agenda: May 26, 2020

Submitted By: Blair Larsen, CEDD Director

Reviewed By: Ray Towry, City Manager

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

Relevant Code/Policy: N/A

Towards Council Goal: V. WE ASPIRE to create an economically strong environment in which businesses and community members prosper.

Attachments: Sweetheart Run MOU between City of Sweet Home and Sweet Home Rotary Club

Purpose of this RCA:

The purpose of this RCA is to present for approval a Memorandum of Understanding (MOU) between the City of Sweet Home and the Sweet Home Rotary Club regarding the Sweetheart Run event.

Background/Context:

Every year around February 14th, the City hosts the Sweetheart Run, an event that attracts many runners and spectators from outside the City. In the past, the event has been run entirely by City Staff. However, in order to relieve pressure on City Staff and have the event run more by volunteers, the City has partnered with the Sweet Home Rotary Club to run the event. Essentially, the City acts as the fiscal agent for the event, applies for grant funds, and provides equipment and general office support, while the Rotary Club promotes the event, provides volunteers, and manages the event day activities in exchange for the net proceeds of the event for their scholarship fund, youth leadership training and Dolly Parton Imagination Library programs.

This arrangement has been in place for the last two events (2019 and 2020) and by all accounts appears to be working very well. Unfortunately, due to Staff turnover and the gradual change from a City-run event to a Rotary-run (and City supported) event, an MOU was never presented to the City Council for approval. We apologize for this oversight.

The Challenge/Problem:

How and with whom does the City make agreements for the operation of community events?

Stakeholders:

Citizens: Citizens deserve community events that are fun, develop pride in the community, and bring in visitors, all while carefully safeguarding public funds.

Councilors: It is the duty of the City Council to provide oversight on City activities and authorize formal agreements with other organizations.

City Staff: Benefit from events that are run, at least in part, by volunteers. Such events are often outside of the experience, skills, and job descriptions of our employees and take time away from regular duties.

Visitors: Community events that appeal to people outside of the City bring in visitors, who expect an enjoyable experience in exchange for their participation fee.

Issues and Financial Impacts:

The MOU includes a provision that the net proceeds of the event (participation fees, less costs incurred by the City for the event) will be paid to the Sweet Home Rotary Club for their scholarship, youth leadership training, and Dolly Parton Imagination Library programs. The estimated amounts are \$2,300 for 2019 and \$2,400 for 2020. We expect future amounts to be similar, with gradual growth as costs and participation increase. These funds come from participation fees paid by participants of the event, and not City funding.

Elements of a Stable Solution:

A stable solution would be an agreement that provides for the continuing operation of the Sweetheart Run that is funded from the proceeds of the event, and does the most good for the most people, for the longest period of time.

Options:

1. Do nothing
2. Make a motion to authorize the City Manager to sign the Memorandum of Understanding with the Sweet Home Rotary Club as presented.
3. Suggest changes to the Memorandum of Understanding and direct staff to bring it back to a future meeting with the changes.

Recommendation:

Staff recommends option 2: *Make a motion to authorize the City Manager to sign the Memorandum of Understanding with the Sweet Home Rotary Club as presented.*



Community and Economic Development Department

City of Sweet Home
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MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding indicates a voluntary agreement to assist in the implementation of The Sweetheart Run (“event”) in February of each year starting from February 2019. The agreement is between the City of Sweet Home (“The City”) and a The Rotary Club of Sweet Home (“Rotary Club”). The purpose of this collaboration is to hold a family-friendly recreational event in Sweet Home that will also act as a fundraiser for the Rotary Club. The purpose of this MOU is to define general roles and responsibilities of each party as well as to specify how revenues from the event are distributed.

This agreement shall be subject to the following terms:

1. General Terms. The MOU shall begin upon signature of each party and shall continue until such time that all invoices associated with the event are paid, all grant requirements and reporting associated with the event is completed, and all associated administrative functions are completed, and as long as the collaboration between the Rotary Club and The City of Sweet Home is intact.
2. Responsibilities of the City:
 - a. Apply for a grant from the Siletz Tribal Charitable Contribution Fund (STCCF) to support the event.
 - b. Act as the fiscal agent for the event. The City will gather registration funds and any grant award(s) associated with the event.
 - c. Provide cones and signs on the event day at intersections where trained and certified flaggers are required.
 - d. Provide general office support to the Rotary Club in order to help ensure a successful event.
 - e. Provide the existing inventory of promotional shirts, medals, and other items associated with the event.
 - f. Assist with purchasing items needed for the event in consultation with the Rotary Club.
 - g. Meet and confer with Rotary Club prior to the event as needed to ensure a successful event.
3. Responsibilities of the Rotary Club:
 - a. Actively promote the event in order to maximize participation.
 - b. Recruit, train, and supervise volunteers to assist with event activities.
 - c. Manage the event website; with City guidance as needed.
 - d. Manage the event day activities; including course set-up and take-down, course management, registration, general event management, and assistance to Eclectic Edge.
 - e. Assist with completion of the terms associated with the grant provided by the STCCF if received; including but not limited to taking photographs of the event.
 - f. Meet and confer with the City prior to the event as needed to ensure a successful event.



4. Revenue Distribution. Event proceeds received from registration, grant, and donation proceeds associated with the event shall be distributed to parties in the following order:
- a. Event proceeds shall be first provided to, or remain with the City, to cover costs incurred by the City associated with contracted services and the purchase of items needed for the event. These expenses include, but are not limited to: run timekeeping service, portable toilet rental, advertising, promotional shirts, medals, and miscellaneous services or items associated with the run. This subsection includes medals, shirts, and items that have been purchased by the City for past events that are used as a part of the event. This subsection does not include reimbursement to the City for City Staff time associated with assistance for the event.
 - b. All proceeds from the event that remain after the payment under subsection (a) shall be distributed to the Rotary Club for the purpose of funding their scholarship, youth leadership training, and Dolly Parton Imagination Library programs.

City of Sweet Home Signature

Rotary Club Signature

Printed Name

Printed Name

Title

Title

Date

Date



TMDL Implementation Plan 2018-2023: Annual Report for 2019

City of Sweet Home, Linn County, Oregon

Receiving Waters: Ames Creek, Wiley Creek, South Santiam River

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Introduction

The purpose of this report is to update DEQ on progress the City made on the strategies identified in our TMDL Implementation Plan during the May 1, 2019 – April 30, 2020 reporting period. The following pages are taken directly from our TMDL Implementation Plan 2018-2023 with a description of the current status added to each strategy.

The Community & Economic Development Department (CEDD) and the Public Works Department (PW) jointly implement the City’s TMDL strategies. 2019 was another challenging year for the City’s stormwater program. In 2018 staff capacity was identified as the limiting factor to implementing many projects and a 1.0 FTE position was added to the 2019-20 budget to alleviate the bottleneck. However, prior to filling the position, unfavorable budget forecasts (even predating the COVID-19 pandemic) forced us to eliminate the position. Consequently, staff in both CEDD and PW have had to reprioritize and defer many projects. Despite these challenges we were able to make progress on certain benchmarks as described in this report. We successfully maintained a consistent level of service, and we procured consultant services to add capacity on certain projects.

Looking ahead to 2020-2021, it appears that some of our implementation timelines were overly ambitious. There are no additional staff planned and there is a known workload increase coming when the Wastewater Treatment Plant capacity upgrade project goes into construction. The City has also implemented a spending freeze on all non-mandatory purchases in preparation for anticipated COVID-19-related revenue shortfalls. Therefore we have revised timelines to reflect what we think is possible.

1.0 Strategies for reducing Temperature Pollution

“In both urban and rural areas, increased solar radiation can result from removal of riparian (streamside) vegetation which reduces the amount of shade over the water and increases stream temperature.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

1.1 Temperature Source: Solar radiation input

Strategy:	Protect existing riparian vegetation on private properties.
How:	Enforce riparian protection overlay and protection requirements in City of Sweet Home Development Code.
Measure:	Track and document number of building permits, violations, and variances in protected areas. Track acres of protected area lost to approved variances.
Timeline:	Ongoing; annual review
Benchmark:	Strategy is in effect & ongoing.
Funding:	Community & Economic Development Department
Status:	There was one building permit issued in the riparian zone in 2019. It had an approved variance from the riparian setback in 2018. The variance and permit allowed the applicant to build on top of an existing concrete slab in the riparian zone which was leftover from a previous structure and which predated annexation to the City. No riparian area was lost.
Strategy:	Promote voluntary actions for protection and restoration of privately owned river front properties.
How:	Use GIS to identify properties that visually lack native riparian vegetation and target those areas for outreach. Identify projects within the City that would be of interest to the South Santiam Watershed Council (SSWC). Reach out to SSWC to re-establish/enhance atrophied business relationships and connect SSWC with property owners where restoration would be beneficial. Work with SSWC and/or other conservation organization to identify a collaborative project. Comprehensive Plan Chapter 7, Policy #12, pg. 48. Distribute an informational brochure that provides information on the City’s code requirements for development in riparian areas with development permits.
Measure:	Provide property owners with SSWC information and natural resources code requirements with development permits. Track the number of restoration project proposals submitted. Document number of restoration projects with SSWC and landowners.

Timeline: Be involved with and provide support for at least one riparian project by ~~2023~~ 2025.

Benchmark: Year 1: Meet with WSC to identify potential projects; prioritize project list and identify how City may be able to support or facilitate priority project(s).
 Year 2: Determine funding needs for project(s) and identify funding sources; may include applying for a grant
 Years 3-5: Implement project

Funding: Community & Economic Development Department

Status: CEDD provides the riparian code with the building permit packet as needed. CEDD staff are in contact with WSC staff however due to City workload we were not able to prioritize this strategy during the reporting period. The timeline has been revised. However, the WSC has performed volunteer projects of their own within City Limits and we will continue to facilitate WSC-initiated volunteer projects as requested.

Strategy: Develop and implement a riparian vegetation plan for Sankey Park.

How: Develop a plan of priority projects that takes into account protection of riparian vegetation, public access and enjoyment of natural resources in the park, and safety concerns of Police and Code Enforcement.

Measure: Develop a riparian maintenance plan. Restore native riparian vegetation by removing invasive species (esp. blackberries) and replanting native vegetation. Track labor hours to restore and maintain riparian areas. Track area of treatment (sq ft or acres). Document outreach and coordination with SSWC youth watershed group and the high school to utilize student volunteers/class projects for planting & maintenance projects.

Timeline: Initiated in 2018; ongoing
 Year 1-2: Develop priority list of projects sites and timeline for implementation.
 Years 3-5: Implement priority restoration projects.

Benchmark: ~~2018-19~~ 2021-22 Identify existing plant species on Ames Creek through Sankey Park so we can identify & prioritize areas needing restoration. Collaborate interdepartmentally to develop a riparian maintenance plan.
 Annual maintenance of restored riparian areas at City parks.

Funding: Community & Economic Development Department and Parks fund

Status: The riparian vegetation management plan has been deferred because CEDD is working on an updated wetland delineation for Sankey Park. The timeline has been revised.
 PW Maintenance spent approximately 30 labor hours maintaining 50,000 sf of Ames Creek riparian area at Sankey Park (1000 linear feet along creek) which had invasive species removed in 2018.

1.2 Temperature Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low temperatures.

How: Maintain compliance with NPDS permit #101657 requirements.

Measure: Monitor effluent and river temperatures as a condition of the DEQ discharge permit.
Timeline: Ongoing.
Benchmark: Provide documentation showing that effluent complies with permitted limits.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent temperature complies with our NPDES permit.

2.0 Strategies for reducing Bacteria Pollution

“Sources of bacteria include discharges of untreated or poorly treated sewage resulting from malfunctions or overflows, and runoff that carries feces from pets or wildlife.”
(source: [Oregon DEQ Pollution Control Tools and Programs](#))

2.1 Bacteria Source: Wastewater Treatment Plant Discharge

Strategy: Maintain effluent low bacteria levels.
How: Maintain compliance with NPDES permit #101657 requirements.
Measure: Monitor effluent bacteria levels as a condition of DEQ discharge permit.
Timeline: Monitoring in progress & ongoing. WWTP capacity improvement engineering began 2018; construction anticipated 2020-2022.
Benchmark: Provide documentation showing that effluent complies with permitted limits. WWTP scheduled for capacity improvement project.
Funding: Wastewater Enterprise fund.
Status: The City's wastewater effluent bacteria level complies with our NPDES permit. The WWTP Upgrade Project schematic design was completed in February 2019 and is in final design. Final design is approaching the 60% benchmark. Construction is anticipated in 2021-2023 and will increase staff workload by at least 0.5 FTE. Due to budget constraints there are currently no plans to hire additional staff, so this is a major reason for revising other timelines throughout this report.

2.2 Bacteria Source: Sediments entering City stormwater collection system

Strategy: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.
How: Publish educational materials in the local newspaper and City publications. Update website and/or Facebook page with information or links related to protection of surface water and drinking water, photos of volunteers, etc. Send informational inserts with water bills. Invite the public to share their opinions on stormwater issues using a variety of data gathering methods to reach multiple demographics. Use public opinion results to strategize educational efforts.
Measure: Track publication of educational materials.

Timeline: Gauge public perception of stormwater issues every 5 years beginning ~~2020~~ 2023.
 Update or re-evaluate website content annually.
 Add educational materials to Facebook page and bill mailing inserts, annually.
 Identify newsworthy information for publication in local newspaper, ongoing as opportunities arise.

Benchmark: ~~2019~~ 2020 Begin adding educational materials to City website and Facebook page. Establish internal procedure for sending bill inserts.
~~2020~~ 2023 Develop a locally appropriate method to gauge public perception across multiple demographics and implement it.

Funding: Stormwater fund

Status: In 2019 the City created and filled a new Communications Specialist position. This new staff will be instrumental in implementing this strategy. We believe we can achieve the informational materials updates on the City website and Facebook page, however the public opinion assessment will be much more labor intensive, so the timelines have been revised according to anticipated staff capacity.

Strategy: Install pet waste stations.

How: Install pet waste bag stations in City parks.

Measure: Complete installation and document use of bags.

Timeline: Installation 2019. Maintenance of bag stations to be ongoing.

Benchmark: Purchase and install bag stations.

Funding: Parks and Stormwater funds

Status: PW installed six pet waste stations in 2019, one each at six City parks.
 Approximately 1,600 pet waste bags were used during the reporting period.

Strategy: Install "This drain goes to stream" catch basin stickers.

How: Install "This drain goes to stream" stickers on about 450 remaining unmarked City catch basins. About 450 stickers were installed previously and many have gone missing or been damaged. Begin maintenance program to replace damaged/lost stickers by incorporating it with the catch basin inspection & maintenance. Coordinate volunteer efforts to install new stickers with local groups such as SSWC youth watershed group, Scouts, etc.

Measure: Approximately 100-200 stickers installed per year until all catch basins are marked and then maintain as needed for replacement.

Timeline: Incorporate sticker maintenance with catch basin inspection beginning 2019. Target completion for installation is 2024.

Benchmark: Establish annual sticker maintenance in conjunction with catch basin inspection & maintenance.
 Contact local groups such as SSWC, Scouts, etc. that may be interested in volunteer project to install new stickers.

Funding: Stormwater fund

Status: PW maintenance staff discussed internally & agreed to incorporate sticker installation & replacement with the routine catch basin inspection & maintenance. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy and no new stickers were installed. The vacancy was filled in February 2020 and we anticipate being able to install & maintain stickers as planned in 2020.

Strategy: Cleaning streets and drainage collection systems.

How: Maintain a budget and a schedule for street and catch basin cleaning. Perform ditch cleaning, catch basin cleaning, and street sweeping. Catch basin inspections target is biennial. Ditch cleaning is as needed. Street sweeping target is once per month in residential areas and once per week in business core.

Measure: Track miles swept, feet of ditch cleaned, and number of catch basins cleaned.

Timeline: Ongoing annually.

Benchmark: Continue sweeping & cleaning programs. Construct new paved dumpsite at Public Works facility in 2020.

Funding: Streets and Stormwater funds

Status: We swept approximately 3400 miles.

We cleaned approximately 9000 ft of ditches.

We inspected 30 and/or cleaned approximately 60 catch basins. The catch basin maintenance program was severely limited in 2019 due to a staff vacancy. The position was filled in February 2020 and the program has returned to the usual schedule.

Strategy: Fall leaf collection program.

How: Curbside collection of customer leaf piles in right-of-way on specified schedule.

Measure: Track annual loads/yards of leaves collected through the season.

Timeline: Begin 2018. To be ongoing annually.

Benchmark: 2018 Begin new program. Educate public on proper location of leaf piles. Program is by call-in appointment.

~~2019 Develop routes and maps, educate public on collection schedule.~~

Funding: Streets, Parks, and Stormwater funds.

Status: This was the second year of the fall leaf collection program. Public reception continued to be very positive. There were 347 leaf collection visits and 1450 cubic yards of leaves collected, a 14% increase over 2018. We will continue running the program on a call-in basis since it's working so well, instead of developing routes.

3.0 Strategies for reducing Mercury Pollution

“Mercury is a potent neurotoxin that can cause damage to the brain and nervous system.

Primary sources of mercury in the Willamette Basin are associated with nonpoint

sources, namely the erosion of soils containing mercury and runoff from atmospherically-deposited mercury.” (source: [Oregon DEQ Pollution Control Tools and Programs](#))

3.1 Mercury Source: Sediments entering City stormwater collection system

- Strategy:** Decrease sedimentation and erosion from construction and new and re-development.
- How:** Work with Building Program and developers to ensure erosion control. Erosion control permit inspection & enforcement on impacted areas of 10,000 sf or more as per SHMC 13.06.030.
Include erosion control fact sheet in permit application packets for commercial and large residential projects.
Encourage developers to use Low Impact Development (LID) for stormwater infiltration and erosion control; eg. grassy swales, etc.
Require developers to provide confirmation of 1200-C permit for projects over 1 acre prior to issuing development permits.
- Measure:** Number of City erosion control permits issued under SHMC 13.06.030 and number of inspections/enforcement actions.
Number of 1200-C permits confirmed.
Building permit packets to include an erosion control fact sheet.
- Timeline:** Erosion control permits & construction inspections are in place. Fact sheet and LID information on City website to be included beginning ~~2019~~ 2020-21.
- Benchmark:** Find or create a locally appropriate erosion control fact sheet. Include it in building permit packet and post it to the City website.
Promote LID on City website & refer developers to website.
- Funding:** Community & Economic Development Department and Public Works
- Status:** There was one erosion control permit for development over 10,000 sf and one erosion control inspection.
Due to staff workload we were unable to create an erosion control fact sheet in 2019 as planned. Rescheduled to 2020-2021.
- Strategy:** Update development standards to protect water quality.
- How:** Update the City’s Stormwater Master Plan (SWMP) and City codes to include water quality protection considerations and priorities. Update & modernize stormwater detention standard for development/redevelopment projects including clarifying the definition of qualifying projects and the design storm to be used.
- Measure:** City Council adopts updated SWMP. City Council adopts updated municipal codes.
- Timeline:** 2020 begin audit, 2023 adopt new plan & codes.
- Benchmark:** 2020 Audit stormwater code for necessary updates. 2021-2022 Retain a consultant to assist with code and SWMP updates. Evaluate DEQ’s offered “Template for LID Stormwater Manual for Western Oregon” for local use. Review

example codes and draft proposal language based on internal review and public comment.

2023 City Council adopts revised codes after public process. Conduct public outreach/education about new codes.

Funding: Funding will be needed to retain a consultant for the Stormwater Master Plan update. City code update may also require funding for a consultant if staff resources prove insufficient.

Status: We proposed a stormwater user fee increase from \$1/month to \$3/month to fund a stormwater master plan update and a stormwater capital project. City Council considered the proposal in public meetings on 5/14/19, 5/28/19, 6/11/19, 7/16/19, and 7/26/19, and ultimately came to a consensus that Council was not in favor of a stormwater user fee increase at that time.

We also retained a consultant Engineer of Record to increase the City's project team capacity. In discussions with the consultant about project prioritization, it was determined that an SDC fee update is more urgently needed than a stormwater code or master plan update, to increase revenue for stormwater projects. Our SDC fees were last updated in 2005 and do not currently include a stormwater SDC. The SDC update project is in progress and includes a new stormwater SDC. Completion is anticipated in 2020.

Strategy: See above strategy for Bacteria: Gauge public perception of stormwater issues and raise awareness of actions that individuals can take to minimize stormwater impacts.

Strategy: See above strategy for Bacteria: Cleaning streets and drainage collection systems.

4.0 Strategies for all pollutants

Strategy: Staff training on routine maintenance activities to protect water quality.

How: Conduct annual staff training on stormwater protection as it relates to Public Works field activities such as dechlorinating water flushed from hydrants, vehicle maintenance, what to do if they find an illicit discharge, etc.

Measure: Record training dates and topics.

Timeline: 2020 Incorporate stormwater into training topics rotation and conduct annually.

Benchmark: 2019 Develop stormwater training session content relevant to Public Works activities.

Funding: Public Works

Status: Public Works conducted staff training on waterway spills on January 20, 2020 following an incident where a citizen's vehicle went into Ames Creek. Topics covered included spill response procedures, equipment, and notice phone numbers.

Strategy: City Council update of TMDL Program. Implementation Plan and annual report or five year review are presented to Council at least annually.

How: Present 5-year Implementation Plan or Annual Report to City Council annually.

Measure: City Council meeting minutes document presentation.

Timeline: Begin 2019 and continue annually.

Benchmark: Set up a recurring Council agenda item/reminder to present TMDL Plan or Report each year.

Funding: Administration and Public Works

Status: The TMDL Implementation Plan 2018-2023 was presented to, and adopted by, City Council on March 26, 2019. We missed presenting the 2018 annual report during the May 1 - April 30 reporting period, so instead we presented the draft of this 2019 annual report at the May 26, 2020 City Council meeting.

Strategy: Investigate and resolve illicit discharges.

How: Respond to call-in reports from citizens. Inspect for illicit substances during catch basin inspections. Follow up on suspected violations with site visits and property owner contact as needed.

Measure: Track number of illicit discharge complaints, follow-up actions/ investigations. Update city code to address discharge violations as part of previous strategy "Update Stormwater Master Plan and City codes to protect water quality."

Timeline: Reports of illicit discharges are investigated upon receipt. Update code by 2023.

Benchmark: On catch basin work order form add a comment line for illicit substance notes. Additional benchmarks same as previous strategy "Update Stormwater Master Plan and City codes to protect water quality."

Funding: Stormwater fund

Status: There were no illicit discharge complaints in 2019. While not an illicit discharge per se, we are pleased to report that we identified and stopped a major water leak (estimated 340,000 gallons per day) that was discharging into Cotton Creek (a tributary of Ames Creek). This is about 1/3 of the City's average daily water production. The repair project not only stopped chlorinating the creek and restored it to its natural seasonal flows, but it has also significantly reduced our water intake volume from the South Santiam River. The project was completed on April 16, 2020.

Strategy: Maintain up-to-date stormwater system map.

How: Use GIS or other software/ program to publish a stormwater system map that can be updated as needed.

Measure: Completion of updated system map.

Timeline: Ongoing.

Benchmark: Updated Map.

Funding: Stormwater fund

Status: Updates to the stormwater map have been made to correct spatial inaccuracies and add missing features, ongoing as discovered.



REQUEST FOR COUNCIL ACTION

Title: Ordinance No. 6 for 2020 – Ordinance No. 1286 - Local Improvement District Amendments

Preferred Agenda: April 28, 2020 (1st Reading)
May 12, 2020 (2nd Reading)
May 26, 2020 (3rd Reading)

Submitted By: City Attorney, Robert Snyder

Reviewed By: City Manager, Ray Towry

Type of Action: Resolution ____ Motion Roll Call Other ____

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

Towards Council Goal: Goal 2 section 1 Update and streamline

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

Purpose of this RCA:

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

Background/Context:

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

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

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

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

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

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

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

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

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

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

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

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

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

The Challenge/Problem:

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

Stakeholders:

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

Issues and Financial Impacts:

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

Elements of a Stable Solution:

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

Options:

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

Recommendation:

Option 3: Make a Motion to approve Ordinance No. 6 for 2020 and conduct a Roll Call Vote.

MEMORANDUM

DATE: May 26, 2020

TO: SWEET HOME CITY COUNCIL

FROM: ROBERT SNYDER, CITY ATTORNEY

TOPIC: CHANGES IN L.I.D. PROPOSED ORD BILL NO. 6 FOR 2020

SUBJECT:

Section 8. of the ordinance referring to SHMC 3.16.160 C that sets forth the annual gross income to qualify for the senior citizen assessment deferral program for an L.I.D. (Local Improvement District) has been changed from using set money amounts to using a percentage of the SSI Federal Payment Amount so that it will change with time to stay current. This change was discussed at the last City Council meeting and the Finance Director has compared the old figures with social security information and recommends using the proposed percentages. The current money figures are \$12,497.00 for single and \$16,920.00 for married. Each uses their own category to figure the SSI amount.

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

Section

Article I. Generally

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

Article II. Senior Citizens

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

ARTICLE I. GENERALLY

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

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

§ 3.16.020 NOTICES—OBJECTIONS AND CLAIMS.

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

(Ord. 505, § 2, 1966)

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

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

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

§ 3.16.040 ASSUMPTION OF PORTION OF COST BY CITY.

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

(Ord. 505, § 5, 1966)

§ 3.16.050 TIME OF ASSESSMENTS—ASSESSMENT ORDINANCE.

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

(Ord. 505, § 7, 1966)

§ 3.16.060 LIEN RECORDING—COLLECTION OF ASSESSMENTS.

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

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

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

(Ord. 505, § 8, 1966)

§ 3.16.070 DEFICIT ASSESSMENT.

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

(Ord. 505, § 9, 1966)

§ 3.16.080 REBATE.

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

(Ord. 505, § 10, 1966)

§ 3.16.090 ABANDONMENT OF PROCEEDINGS.

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

(Ord. 505, § 11, 1966)

§ 3.16.100 CURATIVE PROVISIONS.

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

(Ord. 505, § 12, 1966)

§ 3.16.110 BONDING OF IMPROVEMENTS.

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

§ 3.16.120 APPEAL.

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

(Ord. 505, § 14, 1966)

§ 3.16.130 REASSESSMENT—APPEALS.

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

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

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

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

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

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

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

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

ARTICLE II. SENIOR CITIZENS

§ 3.16.140 PURPOSE.

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

(Ord. 745, § 1, 1978)

§ 3.16.150 DEFINITIONS.

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

(Ord. 745, § 2, 1978)

§ 3.16.160 QUALIFICATIONS.

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

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

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

C. ~~C. The senior citizen shall have a gross annual income not to exceed 133% of the then current annual SSI Federal Payment Amount (rounded to the nearest whole dollar) \$18,210 and if he or she is married, then their joint gross annual income shall not exceed 120% of said SSI amount for married couples \$24,462; and further, not to exceed an increase of more than \$1,100 for each additional dependent that is living with them at the time of the application and during the calendar year preceding the one in which the assessment is to be levied. The senior citizen shall have a gross annual income not to exceed \$6,620 and if he or she is married, then their joint gross annual income shall not exceed \$8,800; and further, not to exceed an increase of more than \$400 for each additional dependent that is living with them at the time of the application and during the calendar year preceding the one in which the assessment is to be levied or the charges are imposed. The gross annual income shall include the gain or loss from the sale or exchange of property and from the operation of a farm or business and shall include all other income. The gross annual income for the calendar year in which the application is made shall be estimated and shall be the amount used to determine whether or not the applicant is qualified. The current monthly income, the prospect for income in the calendar year, the gross annual income during the previous calendar year shall all be considered in estimating the gross annual income. The City Manager may require such information from the applicant as the City Manager deems necessary to make the estimate and the City Manager shall then determine the gross annual income of the applicant and whether or not he or she qualifies.~~

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

§ 3.16.170 DEFERRAL OF ASSESSMENT AND CHARGES.

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

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

(Ord. 745, § 4, 1978)

§ 3.16.180 INVESTIGATION OF STATUS OF LAND.

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

(Ord. 745, § 5, 1978)

§ 3.16.190 ASSESSMENT AND CHARGES TO BE A LIEN.

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

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

(Ord. 745, § 6, 1978)

§ 3.16.200 ELECTION.

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

ORDINANCE BILL NO. 6 FOR 2020

ORDINANCE NO. 1286

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

The City of Sweet Home does ordain as follows:

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

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

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

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

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

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

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

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

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

To qualify for this senior citizens’ assessment deferral program:

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

C. The senior citizen shall have a gross annual income not to exceed 133% of the then current annual SSI Federal Payment Amount (rounded to the nearest whole dollar) and if he or

she is married, then their joint gross annual income shall not exceed 120% of said SSI amount for married couples.

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

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

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

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

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

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

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

PASSED by the Council and approved by the Mayor this 26th day of May, 2020.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

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

Preferred Agenda: April 28, 2020 (1st Reading)
May 12, 2020 (2nd Reading)
May 26, 2020 (3rd Reading)

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Ray Towry, City Manager

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

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

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

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

Purpose of this RCA:

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

Background/Context:

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

This proposal amends SHMC Chapter 15.12.

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

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

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

The Challenge/Problem:

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

Stakeholders:

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

Issues and Financial Impacts:

Financial Impacts:

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

Elements of a Stable Solution:

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

Options:

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

Recommendation:

5. Staff recommends option 1: Motion to Approve Ordinance Bill No. 8 for 2020 and conduct a roll call vote.



Community and Economic Development Department

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

Legislative Amendment (LA) 20-01

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

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

FILE NUMBER: LA 20-01

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

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

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

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

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

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REPORT DATE: March 30, 2020

Attachment A: Draft Ordinance

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 15.12 – FLOOD HAZARD AREA REGULATIONS

15.12.010 STATUTORY AUTHORIZATION

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

15.12.015 FINDINGS OF FACT

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

15.12.020 STATEMENT OF PURPOSE

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

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

15.12.025 METHODS OF REDUCING FLOOD LOSSES

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

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

15.12.030 DEFINITIONS

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

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

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

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

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

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

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

Building: See "Structure."

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

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

Flood or Flooding:

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

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

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

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

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

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

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

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

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

Historic structure: Any structure that is:

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

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

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

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

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

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

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

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

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

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

Recreational vehicle: A vehicle which is:

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

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

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

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

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

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

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

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

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

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

GENERAL PROVISIONS

15.12.040 LANDS TO WHICH THIS ORDINANCE APPLIES

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

15.12.050 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

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

15.12.055 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

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

15.12.060 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

A. COMPLIANCE

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

B. PENALTIES FOR NONCOMPLIANCE

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

15.12.065 ABROGATION AND SEVERABILITY

A. ABROGATION

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

B. SEVERABILITY

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

15.12.070 INTERPRETATION

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

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

15.12.080 WARNING AND DISCLAIMER OF LIABILITY

A. WARNING

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

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

B. DISCLAIMER OF LIABILITY

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

15.12.100 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

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

15.12.120 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

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

A. PERMIT REVIEW

Review all development permits to determine that:

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

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

B. INFORMATION TO BE OBTAINED AND MAINTAINED

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

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

C. COMMUNITY BOUNDARY ALTERATIONS

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

D. WATERCOURSE ALTERATIONS

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

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

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

E. REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

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

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

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

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

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

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

F. SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS

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

15.12.130 ESTABLISHMENT OF DEVELOPMENT PERMIT

A. FLOODPLAIN DEVELOPMENT PERMIT REQUIRED

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

B. APPLICATION FOR DEVELOPMENT PERMIT

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

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

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

15.12.140 VARIANCE PROCEDURE

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

A. CONDITIONS FOR VARIANCES

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections **15.12.140 (3) and (5), and 15.12.140(C)**. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section **15.12.140(2) – (4)** are met, and the structure or other development is

protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.’

B. APPEAL BOARD

1. The City Council shall hear and decide appeals and requests for variances from the requirements of Sweet Home Municipal Code Chapter 15.12.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of Sweet Home Municipal Code Chapter 15.12.
3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this chapter:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.
5. Upon consideration of the factors of **15.12.140(A)** of this section, the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this chapter.
6. The city shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

C. VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section **15.12.120(B)**.

15.12.150 PROVISIONS FOR FLOOD HAZARD REDUCTION- GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

A. ALTERATION OF WATERCOURSES

Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections **15.12.120(D)** and **15.12.120(E)**.

B. ANCHORING

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured dwellings shall be anchored per section **15.12.170(C)(4)**.

C. CONSTRUCTION MATERIALS AND METHODS

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

D. UTILITIES AND EQUIPMENT

1. WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

2. ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated one (1) foot or more above the Base Flood Elevation (BFE) or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaces as part of a substantial improvement.

E.TANKS

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - a. Be consistent with the need to minimize flood damage.
 - b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - c. Have adequate drainage provided to reduce exposure to flood hazards.

G. USE OF OTHER BASE FLOOD DATA

When Base Flood Elevation data has not been provided in accordance with section **15.12.050** the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section **15.12.150** and **15.12.170**. All new subdivision proposals and other proposed new developments (including proposals for

manufactured dwelling parks and subdivisions) must meet the requirements of section **15.12.150(F)**.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available. In unnumbered A zones, when no base flood elevation data is available, the minimum elevation requirement is two feet above the highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES

In coordination with the State of Oregon Specialty Codes:

- A. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
- B. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

15.12.160 CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

15.12.170 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section **15.12.150** of this ordinance.

A. FLOOD OPENINGS

All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- b. Be used solely for parking, storage, or building access;
- c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - i. A minimum of two openings,
 - ii. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - iii. The bottom of all openings shall be no higher than one foot above grade.
 - iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. GARAGES

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - i. If located within a floodway the proposed garage must comply with the requirements of section **15.12.180**.
 - ii. The floors are at or above grade on not less than one side;
 - iii. The garage is used solely for parking, building access, and/or storage;
 - iv. The garage is constructed with flood openings in compliance with section **15.12.170(A)** to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - v. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - vi. The garage is constructed in compliance with the standards in section **15.12.150**; and
 - vii. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in section **15.12.170(C)(6)** or non-residential structures in section **15.12.170(C)(3)** depending on the square footage of the garage.

C. FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS

In addition to the general standards listed in section **15.12.150** the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

2. RESIDENTIAL CONSTRUCTION

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
- b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in section **15.12.170(A)**.

3. NON-RESIDENTIAL CONSTRUCTION

- a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); Or, together with attendant utility and sanitary facilities.
 - ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section **15.12.120(B)**.
- b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section **15.12.170(A)**.

- c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).
- d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure
- e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

4. MANUFACTURED DWELLINGS

- a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with section **15.12.170(A)**;
- b. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;
- c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
- d. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).

5. RECREATIONAL VEHICLES

Recreational vehicles placed on sites are required to:

- a. Be on the site for fewer than 180 consecutive days; and
- b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- c. Meet the requirements of section **15.12.170(C)(4)**, including the anchoring and elevation requirements for manufactured dwellings.

6. APPURTENANT (ACCESSORY) STRUCTURES

Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section **15.12.180**.
- b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
- d. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section **15.12.170(A)**;
- g. Appurtenant structures shall be located and constructed to have low damage potential;
- h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section **15.12.150(E)**.
- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

15.12.180 FLOODWAYS

Located within the special flood hazard areas established in section **15.12.050** are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
Or,
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.
 - a. If an encroachment proposal resulting in an increase in Base Flood Elevation meets the following criteria:
 - a) Is for the purpose of fish enhancement,
 - b) Does not involve the placement of any structures (as defined in section 2.0) within the floodway,
 - c) Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,
 - d) Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,
 - e) Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and
 - f) Has evidence to support that no existing structures will be negatively impacted by the proposed activity;

Then an approved CLOMR may be required prior to approval of a floodplain permit.

- B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:
1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
 2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
 - a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and **15.12.180(A)(2)**, it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the

manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;

- b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
- c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by the city and anchored per section **15.12.170(C)(4)**;
- d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;
- e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;
- f. Electrical crossover connections shall be a minimum of twelve (12) inches above the base flood elevation; and
- g. Any other requirement deemed necessary by the city.

- C. If the requirements of section **15.12.180(A)** are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section **15.12.150 and 15.12.170**.



Community and Economic Development Department

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

Legislative Amendment LA 20-01

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

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

FILE NUMBER: LA 20-01

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

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

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

CITY COUNCIL HEARING DATE & TIME: April 28, 2020 at 6:30 PM: First Reading

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

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

REPORT DATE: April 21, 2020

This Staff Report is an amendment to the Staff Report presented to the Planning Commission at the April 6, 2020 Public Hearing.

The Planning Commission moved to approve application LA20-01 on April 6, 2020 and thereby permit the legislative amendment, LA 20-01, consisting of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC) with the additional recommendations listed below, and recommending the City Council hold a public hearing on Tuesday, April 28, 2020 at 6:30 PM and make a decision on the application.

During the Planning Commission Public Hearing held on April 6, 2020 at 6:30 PM, the following questions/recommendations were raised by the Planning Commissioners:

- Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 2. Change 400 SF to 430 SF. 430 is the maximum size for a fifth-wheel style RV.
- Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 3. Delete 'by a light duty truck'. The commissioners felt that by deleting it then it would eliminate any confusion as to what the definition of a light duty truck is. They felt that having it just say 'permanently towable' was enough.
- Page 21, 5.a. where did the '180' days come from? The Planning Commissioners would like clarification since the City of Sweet Home doesn't allow that amount of time.

Celinda Adair, DLCD, NFIP Coordinator responded with the following:

- The definition for "Recreational Vehicle" comes from the Code of Federal Regulations (CRR), Section 44 CFR 59.1. FEMA Region X requires the definition to be adopted verbatim for compliance with the NFIP minimum standards.
- The FEMA definition reflects the national standard is maximum of 400 square feet. Here is a link to the RV Industry Association's website that references this standard <https://www.rvia.org/advocacy/policies/dimensions>. The light-duty truck language is also in the definition of "Recreational Vehicle" in Section 44 CFR 59.1. The goal of that language is to ensure that the RV can be moved quickly and easily in the event of a flood. So, it needs to be towable by a light-duty truck. If the Planning Commission wants to add a definition to clarify what that is they can.
- DLCD does not have leeway to approve the language amendments proposed by the Planning Commission. DLCD is required by FEMA to ensure the definition of RV matches the definition in Section 44 CFR 59.1.

Recreation vehicles placed on sites are required to: (a) Be on site for fewer than 180 consecutive days:

- SHMC Title 10.28.030 Permitted Acts:
 - D. The City shall create a temporary construction residential permit, herein called the TCR permit, to be a form and content prescribed by the Building Official and required by Subsection E of this section.
 - E. Notwithstanding the provisions of § 10.28.020, a person can occupy a travel trailer or recreational vehicle, herein referred to as a temporary construction residence, in conjunction with the building of a structure that is to be used as a residence, upon the following conditions and terms.

Attachment A: Planning Commission Meeting Minutes; April 6, 2020

Attachment B: Planning Commission Staff Report

Attachment C: Draft Ordinance

WIFI Passcode:
guestwifi



CITY OF SWEET HOME PLANNING COMMISSION MEETING MINUTES

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

Call to Order 6:42

Pledge of Allegiance

Roll Call of Commissioners:

In person: Jeff Parker (Chair), Henry Wolthuis, Greg Korn
Remote: Lance Gatchell (Vice Chair), Eva Journey, Greg Stephens

Staff: Blair Larsen, CEDD Director (remote); Angela Clegg, Associate Planner (in person), Brandon Neish, Finance Director (in person)

Visitors: None

Proposed Emergency Planning Commission Electronic Meeting Process

CEDD Director, Larsen, read the Memorandum dated April 6, 2020

Planning Commission discussed the memorandum timeline.

The emergency procedure will remain in place until the COVID-19 restrictions are lifted by the State.

Commissioner Gatchell moved to adopt the emergency procedures lasting until the COVID-19 restrictions are lifted.

Commissioner Stephens seconded the motion.

Question was Called:

Aye	6
Nay	0
Absent	0

Motion Passed (6) Ayes to (0) Nays

Voting procedures were later brought to the commissioner's attention and with direction from CEDD Director Larsen added procedure 8 to the memorandum.

"8. Any vote taken during electronic meetings will be by roll call vote."

Commissioner Journey moved to adopt the emergency procedures adding procedure 8. Any vote taken during electronic meetings will be by roll call vote.

Commissioner Stephens seconded the motion.

Question was Called:

Aye	6
Nay	0
Absent	0

Motion Passed (6) Ayes to (0) Nays

Public Comment. None

Review and Approval of Meeting Minutes: March 2, 2020

Commissioner Wolthuis moved to approve the March 2, 2020 meeting minutes without changes.

Commissioner Korn seconded the motion to approve the meeting minutes without changes

Question was Called:

Aye	6
Nay	
Absent	

Motion Passed () Ayes to () Nays

Public Hearing for File LA20-01: This legislative amendment, LA 20-01, consists of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC). The proposed text amendments were identified by a Department of Land Conservation and Development (DLCD) review and the text amendments are required for compliance with minimum National Flood Insurance Program (NFIP) and state standards.

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

PUBLIC HEARING OPENED AT 6:55 PM

Chairman Parker read the description of the application and the Planning Commission criteria.

The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

Personal Bias: None
Conflict of Interest: None
Exparte Information: None

Comments/Discussion:

Angela introduced the Ordinance and read into record “The implementation of the proposed code amendments are consistent with the statewide planning goals and the acknowledged Sweet Home comprehensive plan policies.”

Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 2. Change 400 SF to 430 SF. 430 is the maximum size for a fifth-wheel style RV.

Chairman Parker suggested an edit on Page 6, Recreational Vehicle, 3. Delete ‘by a light duty truck’. The commissioners felt that by deleting it then it would eliminate any confusion as to what the definition of a light duty truck is. They felt that having it just say ‘permanently towable’ was enough.

Page 21, 5.a. where did the ‘180’ days come from? They would like clarification since the City of Sweet Home doesn’t allow that amount of time.

Commission left phone lines open until 7:30 for public input.

Testimony in Favor: None
Testimony in Opposition: None
Neutral Testimony: None
Rebuttal: None

PUBLIC HEARING CLOSED AT 7:30 PM

Commissioner Gatchell moved to approve application LA20-01 and thereby permit the legislative amendment, LA 20-01, consisting of text amendments to Chapter 15.12, Flood Hazard Area Regulations, of the Sweet Home Municipal Code (SHMC).; adopting the findings of fact listed in Attachment A of the staff report with the additional recommendations listed above, and recommending the City Council hold a public hearing on Tuesday, April 28, 2020 at 6:30 PM and make a decision on the application.

Commissioner Journey seconded the motion to approve.

Question was called

Aye: 6
Nay: 0
Absent: 0

Motion Passed (6) Ayes to (0) Nays

Staff Update on Planning Projects

CEDD Director Larsen gave a code update from Walt regarding the code updates to Titles 16 and 17.

Mr. Larsen thanked the Commissioners for their willingness to continue to have public hearings and work with staff to work through the trials of the virtual meetings.

Associate Planner Clegg updated the Commissioners on applications that are pending, and that business is as usual in the Planning Department even with Clegg working remotely.

Adjournment 7:40 PM

Persons interested in commenting on these issues should submit testimony in writing to the Community and Economic Development Department Office located in City Hall prior to the hearing or attend the meeting and give testimony verbally. Persons who wish to testify will be given the opportunity to do so by the Chair of the Commission at the Planning Commission meeting. Such testimony should address the zoning ordinance criteria which are applicable to the request. The Sweet Home Planning Commission welcomes your interest in these agenda items. Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Commission may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend.

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

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and a copy will be provided at reasonable cost. Please contact the Community and Economic Development Department at 3225 Main Street, Sweet Home, Oregon 97386; Phone: (541) 367-8113.

Jeff Parker, Chairperson
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner

Planning Commission Process and Procedure for Public Hearings

- Open each Hearing individually
- Review Hearing Procedure (SHMC 17.12.130)
- Hearing Disclosure Statement (ORS 197.763)
 - At the commencement of a hearing under a comprehensive plan or land use regulation, a statement shall be made to those in attendance that:
READ: “The applicable substantive criteria are listed in the staff report. Testimony, arguments and evidence must be directed toward the criteria described or other criteria in the plan or land use regulation which the person believes to apply to the decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.”
- Declarations by the Commission:
 - Personal Bias - Prejudice or prejudgment of the facts to such a degree that an official is incapable of making an objective decision based on the merits of the case.
 - Conflict of Interest - Does any member of the Commission or their immediate family have any financial or other interests in the application that has to be disclosed.
 - Ex Parte Information - The Planning Commission is bound to base their decision on information received in the Public Hearing and what is presented in testimony. If a member of the Planning Commission has talked with an applicant or has information from outside the Public Hearing it needs to be shared at that time so that everyone in the audience has an opportunity to be aware of it and the rest of the Planning Commission is aware of it. In that way it can be rebutted and can be discussed openly.
- Staff Report
 - Review of application
 - Discussion of relative Criteria that must be used
 - During this presentation the members of the Planning Commission may ask questions of the staff to clarify the application or any part of the Zoning Ordinance or the applicable information.
- Testimony
 - Applicant’s Testimony
 - Proponents’ Testimony
 - Testimony from those wishing to speak in favor of the application
 - Opponents’ Testimony
 - Testimony from those wishing to speak in opposition of the application
 - Neutral Testimony
 - Testimony from those that are neither in favor nor in opposition of the application.
 - Rebuttal
- Close Public Hearing
- Discussion and Decision among Planning Commissioners
 - Motion
 - Approval
 - Denial
 - Approval with Conditions
 - Continue
- If there is an objection to a decision it can be appealed to the City Council. The Planning Commission shall set the number of days for the appeal period. At the time the City Council goes through the Public Hearing Process all over again.
 - Recommendation made by Planning Commission—City Council makes final decision.

- If you have a question, please wait until appropriate time and then direct your questions to the Planning Commission. Please speak one at a time so the recorder knows who is speaking.

DRAFT

ORDINANCE BILL NO. 8 FOR 2020

ORDINANCE NO. 1287

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

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

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

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

WHEREAS, pursuant to ORS 197.610 Submission of Proposed Comprehensive Plan or Land Use Regulation Changes to Department of Land Conservation and Development (DLCD), the City provided DLCD with Form 1 notice of these proposed SHMC Title 15 Building and Construction, Chapter 15.12 Flood Hazard Area Regulation, text changes on February 7, 2020;

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

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

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

WHEREAS, the Planning Commission followed the text amendment procedures under Chapter 2.20.90 Powers and Duties, and has provided a report to the City Council along with its recommendation to consider the proposed text changes;

WHEREAS, the City Council held a public hearing on these proposed text changes on April 14, 2020 and continued the public hearing to April 28, 2020.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Chapter 15.12: Flood Hazard Area Regulations is amended to read as follows:

CHAPTER 15.12: FLOOD HAZARD AREA REGULATIONS

15.12.010 STATUTORY AUTHORIZATION.

The State of Oregon has in ORS 197.175, Cities' and Counties' Planning Responsibilities, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the public health, safety, and general welfare of its citizenry.

15.12.015 FINDINGS OF FACT.

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

15.12.020 STATEMENT OF PURPOSE.

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

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

15.12.025 METHODS OF REDUCING FLOOD LOSSES.

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

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

15.12.030 DEFINITIONS.

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

APPEAL. A request for a review of the interpretation of any provision of this Chapter or a request for a variance.

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

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

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

BASE FLOOD ELEVATION (BFE). The elevation to which floodwater is anticipated to rise during the base flood.

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

BUILDING. See "Structure."

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

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

FLOOD OR FLOODING.

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

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

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

FLOOD INSURANCE STUDY (FIS). See "Flood elevation study".

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

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

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

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

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

1. **CONDITIONAL LETTER OF MAP AMENDMENT (CLOMA).** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-change) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. **CONDITIONAL LETTER OF MAP REVISION (CLOMR).** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. **CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F).** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. **LETTER OF MAP AMENDMENT (LOMA).** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. **LETTER OF MAP REVISION (LOMR).** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

6. **LETTER OF MAP REVISION BASED ON FILL (LOMR-F).** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. **PMR.** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

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

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

MANUFACTURED DWELLING PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

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

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

RECREATIONAL VEHICLE. A vehicle which is:

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

SPECIAL FLOOD HAZARD AREA. See "Area of special flood hazard" for this definition.

START OF CONSTRUCTION. Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the

construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

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

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

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

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

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

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

15.12.040 LANDS TO WHICH THIS CHAPTER APPLIES.

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

15.12.050 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for "Flood Insurance Study for Linn County, Oregon and Incorporated Areas", dates of September 29, 2010 and the revised date December 27, 2012, with accompanying Flood Insurance Rate Maps (FIRMs)

41043C0895G, 41043C0911G, 41043C0912G, 41043C0913G, 41043C0914G, 41043C0916G, 41043C0917G, 41043C0918G, and 41043C0919G are hereby adopted by reference and declared to be a part of this Chapter. The FIS and FIRM panels are on file at The City of Sweet Home City Hall, 3225 Main Street, Sweet Home, Oregon.

15.12.055 COORDINATION WITH STATE OF OREGON SPECIALTY CODES.

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

15.12.060 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE.

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

15.12.065 ABROGATION AND SEVERABILITY.

- A. Abrogation. This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- B. Severability. This Chapter and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Chapter.

15.12.070 INTERPRETATION.

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

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

15.12.080 WARNING AND DISCLAIMER OF LIABILITY.

- A. Warning. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.
- B. Disclaimer of liability. This Chapter shall not create liability on the part of the City of Sweet Home, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made hereunder.

15.12.100 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

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

15.12.120 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

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

- A. Permit review. Review all development permits to determine that:
 - 1. The permit requirements of this Chapter have been satisfied;
 - 2. All other required local, state, and federal permits have been obtained and approved.
 - 3. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this Chapter in SHMC §15.12.180 are met; and
 - 4. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of SHMC §15.12.120(G); and
 - 5. Provide to building officials the Base Flood Elevation (BFE) and freeboard, applicable to any building requiring a development permit.
 - 6. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in SHMC §15.12.030.
 - 7. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in SHMC §15.12.120(A).
 - 8. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.
- B. Information to be obtained and maintained. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

1. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with SHMC §15.12.120(G).
 2. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of SHMC §15.12.180 and §15.12.120(B) are adhered to.
 3. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
 4. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
 5. Maintain all Elevation Certificates (EC) submitted to The City of Sweet Home;
 6. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this Chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with SHMC §15.12.150(G).
 7. Maintain all floodproofing certificates required under this Chapter;
 8. Record and maintain all variance actions, including justification for their issuance;
 9. Obtain and maintain all hydrologic and hydraulic analyses performed as required under SHMC §15.12.180.
 10. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under SHMC §15.12.120(F).
 11. Maintain for public inspection all records pertaining to the provisions of this Chapter.
- C. Community boundary alterations. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
- D. Watercourse alterations. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

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

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

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

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

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

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

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

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

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

15.12.130 ESTABLISHMENT OF DEVELOPMENT PERMIT.

- A. Floodplain development permit required. A development permit shall be obtained before construction or development begins within any area horizontally within the special flood

hazard area established in SHMC §15.12.050. the development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in SHMC §15.12.030, including fill and other development activities.

- B. Application for development permit. Application for a development permit may be made on forms furnished by the floodplain administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:
1. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of SHMC §15.12.120(B).
 2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
 3. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in SHMC §15.12.170(C)(3).
 4. Description of the extent to which any watercourse will be altered or relocated.
 5. Base Flood Elevation data for subdivision proposals or other development when required per SHMC §15.12.120(A) and §15.12.150(F).
 6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
 7. The amount and location of any fill or excavation activities proposed.

15.12.140 VARIANCE PROCEDURE.

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

A. Conditions for variances.

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of SHMC §15.12.140 (3) and (5), and §15.12.140(C). As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:

- a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or Ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of SHMC §15.12.140(2) – (4) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.’

B. Appeal board.

- 1. The City Council shall hear and decide appeals and requests for variances from the requirements of Sweet Home Municipal Code Chapter 15.12.
- 2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of Sweet Home Municipal Code Chapter 15.12.
- 3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
- 4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this chapter:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity to the facility of a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated development;
 - h. The relationship of the proposed use to the Comprehensive Plan;
 - i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
 - k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.

5. Upon consideration of the factors of SHMC §15.12.140(A), the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this chapter.
 6. The city shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.
- C. Variance notification. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with SHMC §15.12.120(b).

15.12.150 PROVISIONS FOR FLOOD HAZARD REDUCTION- GENERAL STANDARDS.

In all special flood hazard areas, the following standards shall be adhered to:

- A. Alteration of watercourses. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with SHMC §15.12.120(d) and §15.12.120(e).
- B. Anchoring.
1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 2. All manufactured dwellings shall be anchored per SHMC §15.12.170(C)(4).
- C. Construction materials and methods.
1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- D. Utilities and Equipment.
1. Water supply, sanitary sewer, and on-site waste disposal systems.
 - a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 - b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
 - c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

2. Electrical, mechanical, plumbing, and other equipment. Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaces as part of a substantial improvement.
 - a. If replaced as part of substantial improvement, shall meet all the requirements of this section.

E. Tanks.

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. Subdivision proposals & other proposed developments,

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - a. Be consistent with the need to minimize flood damage.
 - b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - c. Have adequate drainage provided to reduce exposure to flood hazards.

- G. Use of other base flood data. When base flood elevation data has not been provided in accordance with SHMC §15.12.050 the local floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source, in order to administer SHMC §15.12.150 and §15.12.170. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of SHMC §15.12.150(f).

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc.... where available. In unnumbered A zones, when no base flood elevation data is available, the minimum elevation requirement is two

feet above the highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. Structures located in multiple or partial flood zones. In coordination with the State of Oregon specialty codes:

1. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
2. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

15.12.160 CRITICAL FACILITIES.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

15.12.170 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES.

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in SHMC §15.12.150.

A. Flood openings.

1. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.
2. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:
 - a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
 - b. Be used solely for parking, storage, or building access;
 - c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - i. A minimum of two openings,
 - ii. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - iii. The bottom of all openings shall be no higher than one foot above grade.
 - iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and

out of the enclosed areas and shall be accounted for in the determination of the net open area.

- v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. Garages.

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - i. If located within a floodway the proposed garage must comply with the requirements of SHMC §15.12.180.
 - ii. The floors are at or above grade on not less than one side;
 - iii. The garage is used solely for parking, building access, and/or storage;
 - iv. The garage is constructed with flood openings in compliance with SHMC §15.12.170(A) to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - v. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - vi. The garage is constructed in compliance with the standards in SHMC §15.12.150; and
 - vii. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in SHMC §15.12.170(C)(6) or non-residential structures in SHMC §15.12.170(C)(3) depending on the square footage of the garage.

C. For riverine (non-coastal) special flood hazard areas with base flood elevations

In addition to the general standards listed in SHMC §15.12.150 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. Before regulatory floodway. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within zones a1-30 and ae on the community's flood insurance rate map (firm), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
2. Residential construction.

- a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
 - b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in SHMC §15.12.170(A).
3. Non-residential construction.
- a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); or, together with attendant utility and sanitary facilities.
 - ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth SHMC §15.12.120(B).
 - b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in SHMC §15.12.170(A).
 - c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).
 - d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure
 - e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.
4. Manufactured dwellings.
- a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with SHMC §15.12.170(A);
 - b. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;

- c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
 - d. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).
5. Recreational vehicles. Recreational vehicles placed on sites are required to:
- a. Be on the site for fewer than 180 consecutive days; and
 - b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the requirements of SHMC §15.12.170(C)(4), including the anchoring and elevation requirements for manufactured dwellings.
6. Appurtenant (accessory) structures. Relief from elevation or floodproofing requirements for residential and non-residential structures in riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
- a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in SHMC §15.12.180.
 - b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
 - c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
 - d. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
 - e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
 - f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in SHMC §15.12.170(A);
 - g. Appurtenant structures shall be located and constructed to have low damage potential;
 - h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with SHMC §15.12.150(E).

- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

15.12.180 FLOODWAYS

Located within the special flood hazard areas established in SHMC §15.12.050 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or,
 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.
 - a. If an encroachment proposal resulting in an increase in Base Flood Elevation meets the following criteria:
 - i. Is for the purpose of fish enhancement,
 - ii. Does not involve the placement of any structures (as defined in section 2.0) within the floodway,
 - iii. Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,
 - iv. Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,
 - v. Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and
 - vi. Has evidence to support that no existing structures will be negatively impacted by the proposed activity;

Then an approved CLOMR may be required prior to approval of a floodplain permit.

- B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:

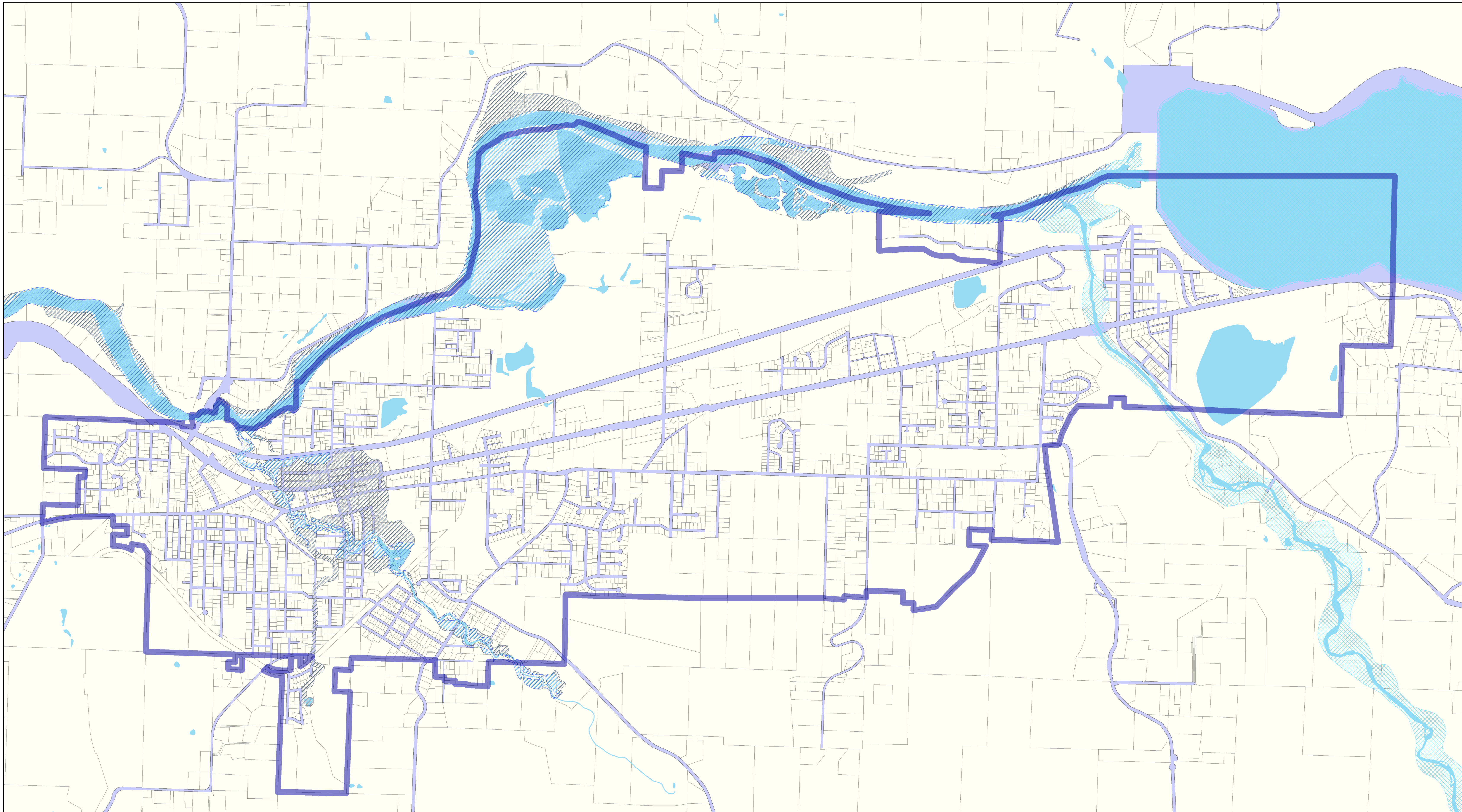
1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
 - a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and SHMC §15.12.180(A)(2), it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;
 - b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
 - c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by the city and anchored per SHMC §15.12.170(C)(4);
 - d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;
 - e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;
 - f. Electrical crossover connections shall be a minimum of twelve (12) inches above the base flood elevation; and
 - g. Any other requirement deemed necessary by the city.
3. If the requirements of SHMC §15.12.180(A) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of SHMC §15.12.150 and §15.12.170.

Passed by the Council and approved by the Mayor this 26th day of May, 2020.

Mayor

ATTEST:

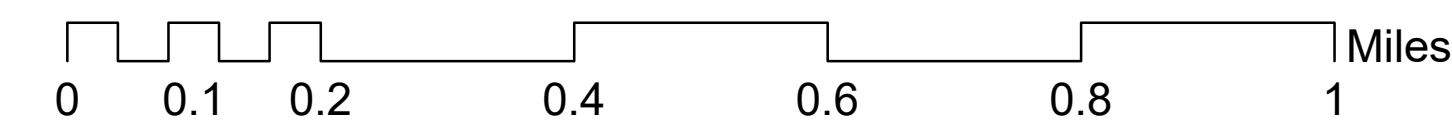
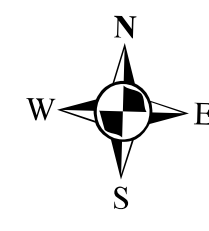
City Manager – Ex Officio City Recorder



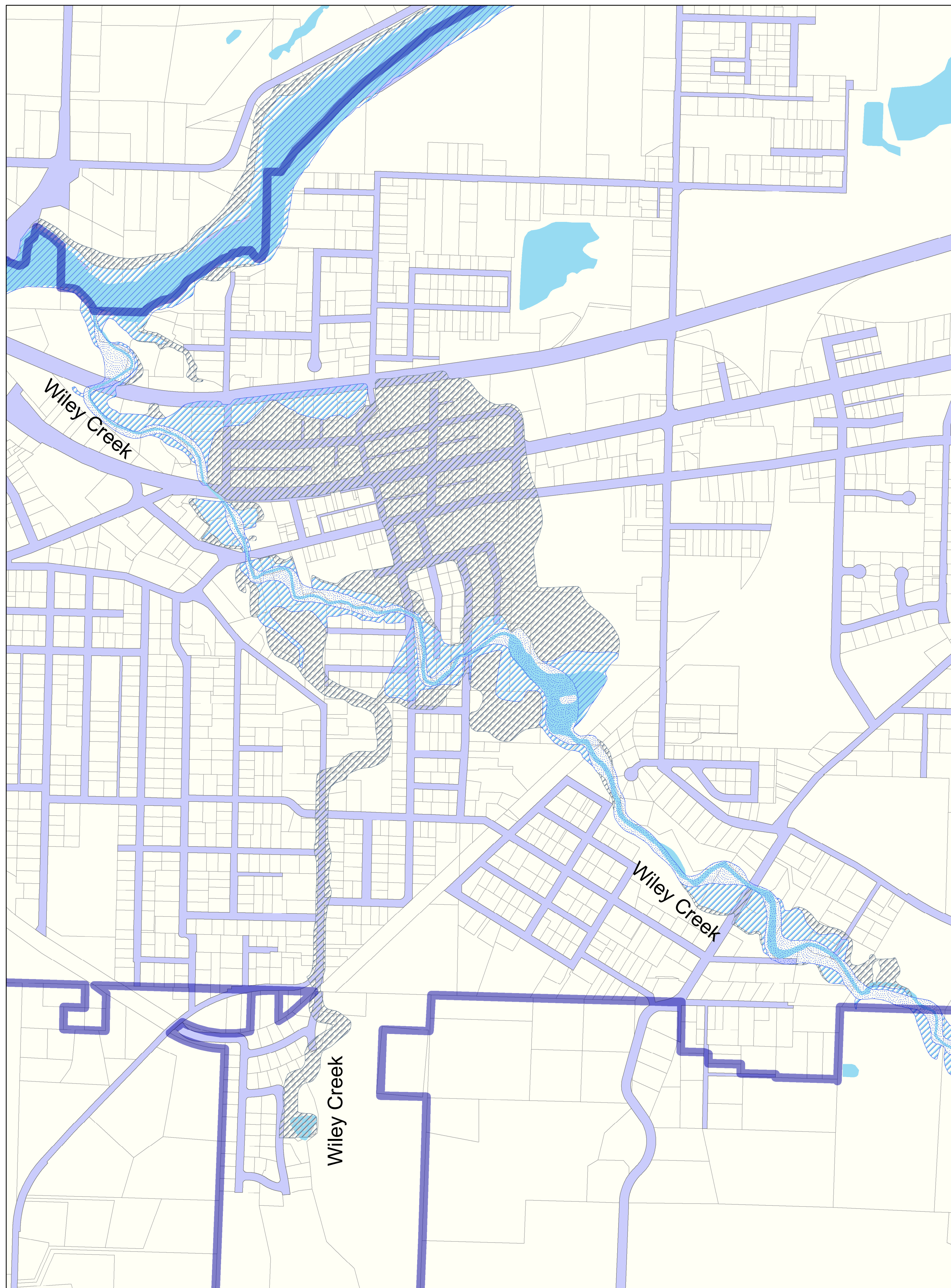
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	CityLimits_2010
FEMA-Floodway	
100yr & 500yr	
	500yr
	A (100 yr undetermined)
	AE (100yr)
	AE (100yr), FLOODWAY
	Ponds & Rivers
	R.O.W.
	Sweet Home TaxLots

Area affected by
Proposed Flood Hazard
Area Regulations

City of Sweet Home FEMA Flood Plain Areas



1 inch = 800 feet

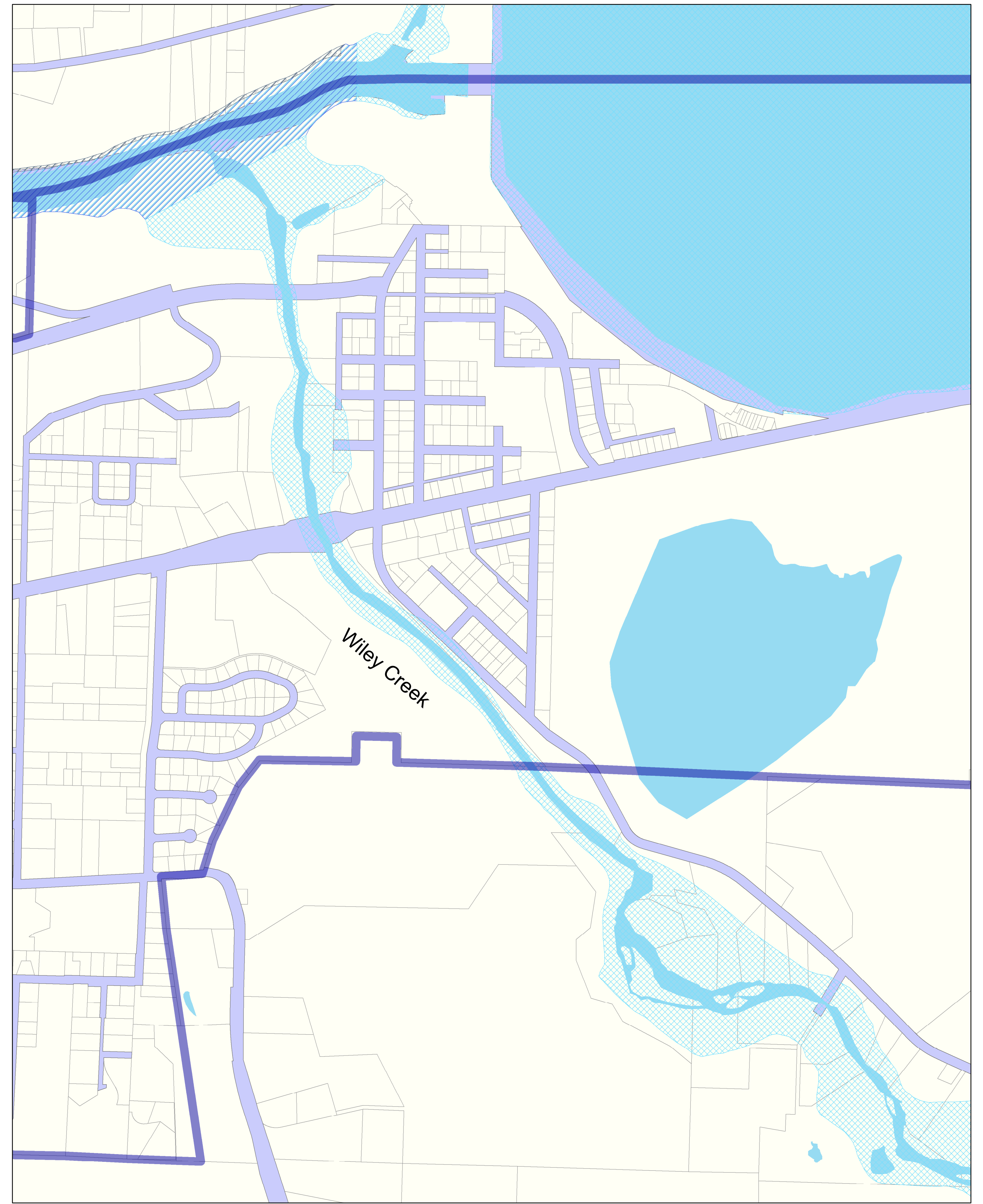


Ames Creek
&
Taylor Creek

Area affected by
Proposed Flood Hazard
Area Regulations

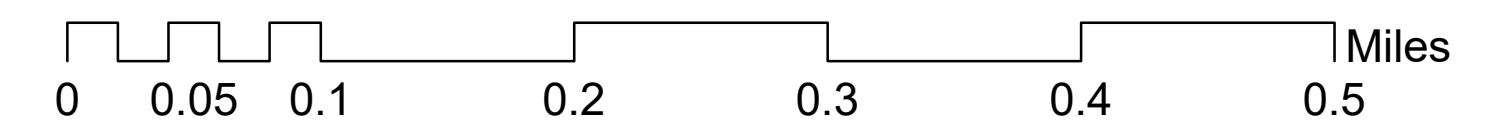
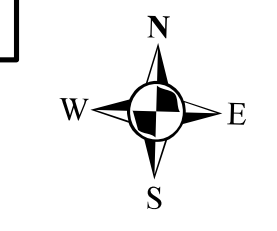
Legend

- CityLimits_2010
- FEMA-Floodway**
- 100yr & 500yr**
- 500yr
- A (100 yr undetermined)
- AE (100yr)
- AE (100yr), FLOODWAY
- Ponds & Rivers
- R.O.W.
- Sweet Home TaxLots



Wiley Creek

City of Sweet Home FEMA Flood Plain Areas



1 inch = 400 feet



CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

May 12, 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 6:13 PM

- a) The City Council will hold a Administration, Finance and Property Committee meeting on May 12, 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. 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
Councilor Diane Gerson
Councilor Dave Trask

New Business

- a) Interview for Park & Tree Committee

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.

Debra Sue Northern was interviewed for the Park and Tree Committee. The Committee will make a recommendation to the City Council. The City Council will make a decision based upon the recommendation during the next City Council meeting.

Adjournment

With no further business, the meeting adjourned at 6:20 PM. There was no official decisions made during this meeting.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

DRAFT



Finance Department

To: City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – April 2020

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city's annual audit. This department also administers the city's assessment docket, coordinates employee's benefits and maintains financial records relating to grants and contracts. The following information represents the department's activities during the month of **April 2020**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For April 2020, 101 checks were printed totaling \$426,232.70. Over the past five years, 169 checks were printed in April on average with an average total of \$516,845.51. In March 2020, 416 checks were printed totaling \$1,575,767.12. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

<u>Check No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
90833	Primasing Motors, Inc.	New chassis for Public Works	\$29,879.63
0	Sweet Home Community Foundation	Community Grants per MOU	\$5,000.00

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city's website for information on application requirements.

For the first time since Sweet Home began accepting passport applications, the City processed zero applications and took zero photos. This is due to the closure at City Hall as a result of the COVID-19 pandemic.

Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

32 lien searches were completed in April 2020. The five-year average is 65.

Utility Billing:

Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of April 2020, the city processed 173 service requests and saw 8 new customers open accounts in Sweet Home. In total, 39 accounts were opened and 39 were closed. The city processed 3,249 utility billing statements and 817 past due notices. **117 accounts would have been turned off for non-payment on April 8, 2020.** However, given the current public health situation, the City Council passed an interim policy on March 19, 2020 that froze all turn-offs for non-payment.

Bank Reconciliation

Checks by Date

User: bneish
 Printed: 05/21/2020 - 2:08PM
 Cleared and Not Cleared Checks



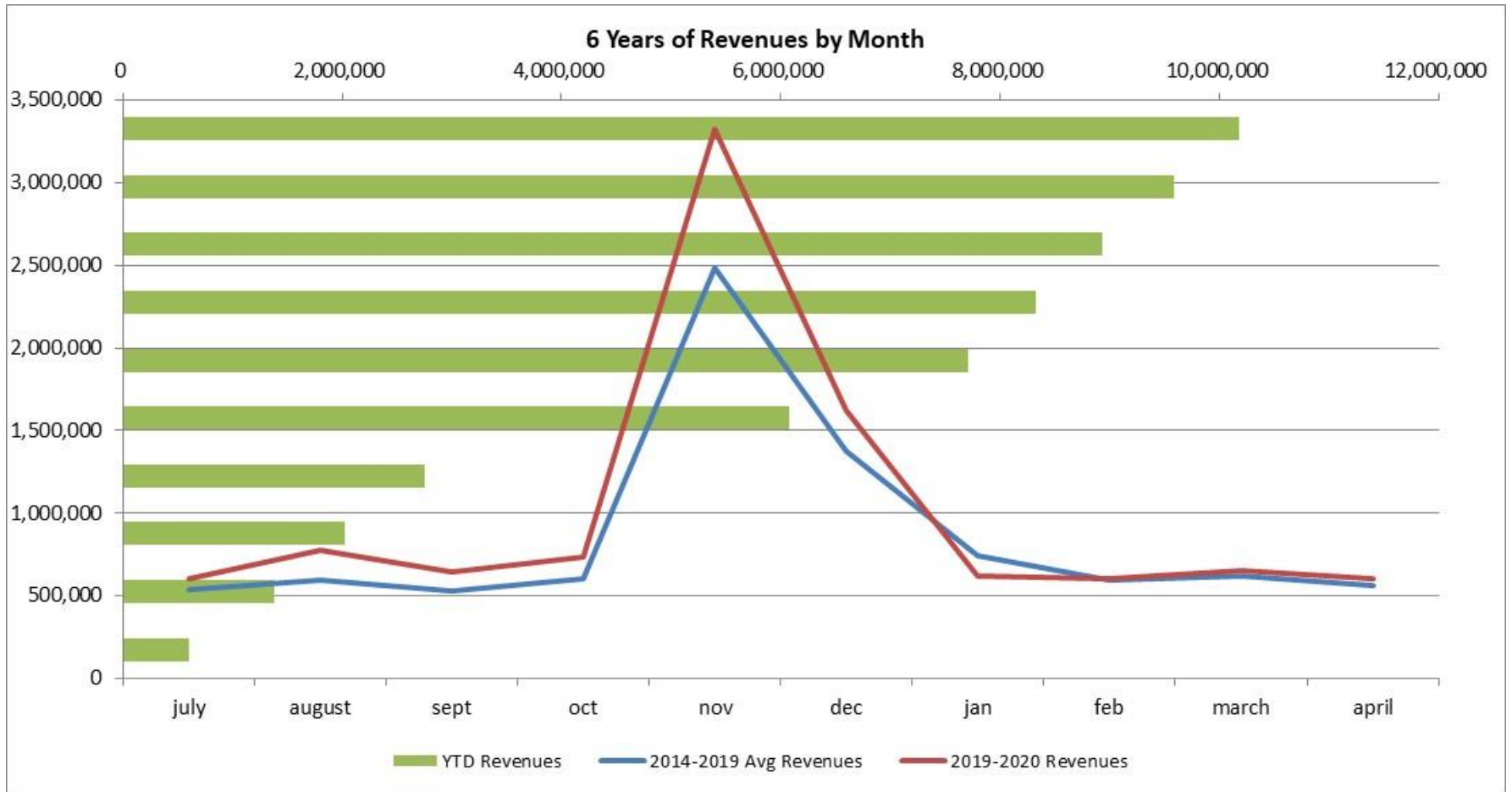
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
90833	4/1/2020	PRIMASING MOTORS, INC.		AP	4/30/2020	29,879.63
0	4/7/2020	MEDICARE		AP		8,352.26
0	4/7/2020	HSA - PAYROLL DEDUCTIONS		AP		850.00
0	4/7/2020	Vantagepoint Trf. Agents 300619		AP		3,320.00
0	4/7/2020	NATIONWIDE-PAYROLL DEDUCTIO		AP		950.00
0	4/7/2020	CHILD SUPPORT ACCOUNTING UN		AP		917.00
0	4/7/2020	FEDERAL PAYROLL TAXES		AP		25,266.93
0	4/7/2020	PERS		AP		14,565.82
0	4/7/2020	Vantagepoint Trf. Agents 108524/10904		AP		28,275.48
0	4/7/2020	ASI-PAYROLL DEDUCTIONS		AP		255.41
0	4/7/2020	FICA PAYROLL TAXES		AP		34,998.74
0	4/7/2020	SWEET HOME COMMUNITY FOUN		AP		179.13
0	4/7/2020	STANDARD INS. CO.		AP		3,747.81
0	4/7/2020	EBS TRUST		AP		82,943.16
0	4/7/2020	Vantagepoint Trf. Agents 705507		AP		508.33
0	4/7/2020	OREGON PAYROLL TAXES		AP		18,690.94
0	4/7/2020	AFLAC		AP		685.12
0	4/7/2020	SWEET HOME POLICE EMPLOYEE!		AP		1,105.00
90834	4/7/2020	OREGON AFSCME COUNCIL 75		AP	4/30/2020	816.24
90835	4/7/2020	PenServ Plan Services, Inc.		AP	4/30/2020	250.00
90836	4/7/2020	Ray Klein, Inc.		AP	4/30/2020	760.99
90837	4/7/2020	UNITED WAY		AP	4/30/2020	25.00
90838	4/7/2020	ALSCO		AP	4/30/2020	86.12
90839	4/7/2020	Amazon Capital Services, Inc.		AP	4/30/2020	1,039.40
90840	4/7/2020	AT&T Mobility/First Net		AP	4/30/2020	1,358.66
90841	4/7/2020	BLACKSTONE PUBLISHING		AP	4/30/2020	39.74
90842	4/7/2020	CARTER'S FIRE SPRINKLER MAINI		AP	4/30/2020	2,666.65
90843	4/7/2020	COMCAST		AP	4/30/2020	253.42
90844	4/7/2020	DAN DEE SALES		AP	4/30/2020	179.00
90845	4/7/2020	Ewing Irrigation Products, Inc.		AP	4/30/2020	2,094.83
90846	4/7/2020	FASTENAL COMPANY		AP	4/30/2020	489.05
90847	4/7/2020	FERGUSON WATERWORKS #3011 A		AP	4/30/2020	1,578.80
90848	4/7/2020	GALL'S, LLC - D.B.A. BLUMENTHA		AP	4/30/2020	79.80
90849	4/7/2020	GOVERNMENT FINANCE OFFICER		AP	4/30/2020	35.00
90850	4/7/2020	JUNIOR LIBRARY GUILD		AP	4/30/2020	142.50
90851	4/7/2020	DEAN LEBRET		AP	4/30/2020	49.94
90852	4/7/2020	PENNY LELAND		AP		72.78
90853	4/7/2020	Les Schwab Tire Centers of Portland, In		AP	4/30/2020	2,895.61
90854	4/7/2020	METEREADERS, LLC		AP	4/30/2020	1,933.10
90855	4/7/2020	MOONLIGHT BPO, INC.		AP	4/30/2020	2,295.64
90856	4/7/2020	MURRAYSMITH, INC.		AP	4/30/2020	3,854.50
90857	4/7/2020	NATIONAL PHOTOCOPY CORPORA		AP	4/30/2020	50.88
90858	4/7/2020	NET ASSETS		AP	4/30/2020	519.00
90859	4/7/2020	Floyd Neuschwander		AP	4/30/2020	210.00
90860	4/7/2020	Northwest Natural		AP	4/30/2020	305.42
90861	4/7/2020	OLD REPUBLIC SURETY COMPAN!		AP	4/30/2020	100.00

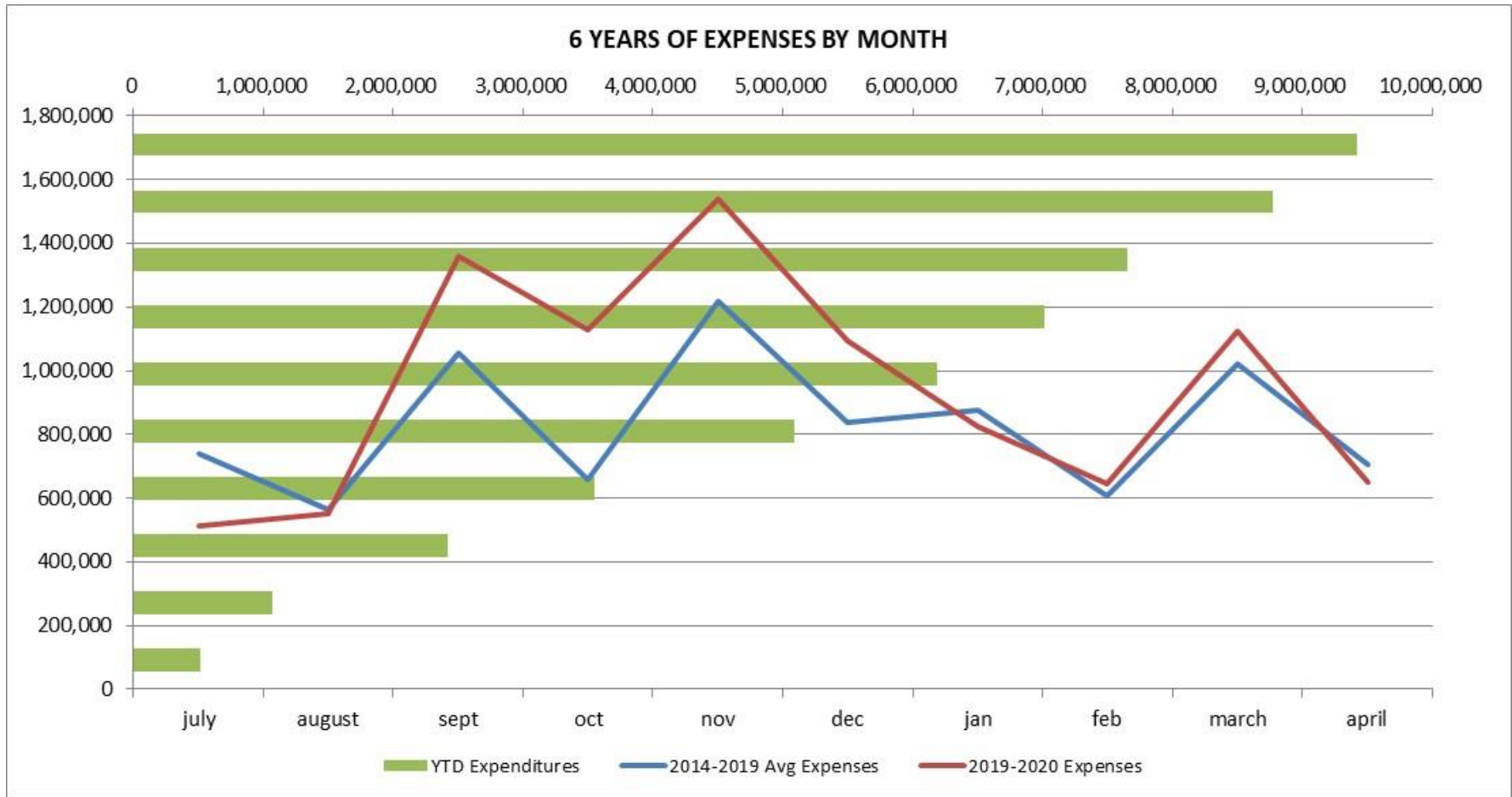
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90862	4/7/2020	O'REILLY AUTOMOTIVE, INC.		AP	4/30/2020	89.94
90863	4/7/2020	Ferguson Enterprises, Inc. #3325 Pollar		AP	4/30/2020	114.22
90864	4/7/2020	PROFESSIONAL SECURITY ALARM		AP	4/30/2020	190.00
90865	4/7/2020	PURCHASE POWER		AP	4/30/2020	108.96
90866	4/7/2020	RITZ SAFETY		AP	4/30/2020	1,433.12
90867	4/7/2020	Thomas Ryan		AP		60.00
90868	4/7/2020	SAIF CORPORATION		AP	4/30/2020	75.00
90869	4/7/2020	SAN DIEGO POLICE EQUIP. CO., IN		AP	4/30/2020	4,074.40
90870	4/7/2020	SANTIAM SPRAY SERVICE, INC.		AP	4/30/2020	423.50
90871	4/7/2020	Scottmiriam, Inc.		AP	4/30/2020	316.36
90872	4/7/2020	Staples, Inc.		AP	4/30/2020	1,060.70
90873	4/7/2020	Stepper Consulting, Inc.		AP	4/30/2020	8,285.00
90874	4/7/2020	Sunset Electric, Inc.		AP	4/30/2020	45.00
90875	4/7/2020	SUNSHINE INDUSTRIES UNLIMITE		AP	4/30/2020	328.25
90876	4/7/2020	SYNCB/AMAZON		AP	4/30/2020	2,486.09
90877	4/7/2020	TWGW, INC. NAPA AUTO PARTS		AP	4/30/2020	299.15
90878	4/7/2020	WELLS FARGO VENDOR FIN SERV		AP	4/30/2020	157.93
90879	4/7/2020	WILDISH SAND & GRAVEL CO.		AP	4/30/2020	404.92
0	4/13/2020	OREGON PAYROLL TAXES		AP		1,417.10
0	4/13/2020	SWEET HOME COMMUNITY FOUN		AP		5,000.00
90880	4/13/2020	ALSCO		AP	4/30/2020	192.97
90881	4/13/2020	Amazon Capital Services, Inc.		AP	4/30/2020	609.18
90882	4/13/2020	Ben-Ko-Matic Co., Inc.		AP	4/30/2020	3,121.05
90883	4/13/2020	BUCK'S SANITARY SERVICE, INC.		AP	4/30/2020	145.00
90884	4/13/2020	BULLFROG ENTERPRISES		AP	4/30/2020	208.09
90885	4/13/2020	Canon Financial Services, Inc.		AP	4/30/2020	500.41
90886	4/13/2020	CENTURYLINK		AP	4/30/2020	1,409.39
90887	4/13/2020	CH2M OMI, Inc.		AP	4/30/2020	88,439.17
90888	4/13/2020	STATE OF OREGON CORPORATION		AP	4/30/2020	40.00
90889	4/13/2020	STATE OF OREGON CORPORATION		AP	4/30/2020	40.00
90890	4/13/2020	CUB ALBANY PRINTING		AP		2,016.00
90891	4/13/2020	DAN DEE SALES		AP	4/30/2020	73.98
90892	4/13/2020	DEPT. OF CONSUMER AND BUSINI		AP	4/30/2020	112.00
90893	4/13/2020	DEPT. OF CONSUMER AND BUSINI		AP	4/30/2020	2,832.60
90894	4/13/2020	Ewing Irrigation Products, Inc.		AP	4/30/2020	219.61
90895	4/13/2020	GALL'S, LLC - D.B.A. BLUMENTHA		AP	4/30/2020	45.60
90896	4/13/2020	HOY'S TRUE VALUE		AP	4/30/2020	1,786.59
90897	4/13/2020	INGRAM LIBRARY SERVICES		AP	4/30/2020	427.23
90898	4/13/2020	LIBERTY ROCK PRODUCTS, INC.		AP	4/30/2020	2,252.25
90899	4/13/2020	Newco, Inc.		AP	4/30/2020	3,125.00
90900	4/13/2020	OFFICE DEPOT		AP	4/30/2020	225.58
90901	4/13/2020	ONE CALL CONCEPTS		AP	4/30/2020	51.60
90902	4/13/2020	O'REILLY AUTOMOTIVE, INC.		AP		4.49
90903	4/13/2020	PASTEGA COFFEE SERVICE		AP	4/30/2020	184.28
90904	4/13/2020	PETROCARD		AP	4/30/2020	4,737.57
90905	4/13/2020	Pine Street Rentals, Inc.		AP	4/30/2020	1,539.95
90906	4/13/2020	PITNEY BOWES		AP	4/30/2020	144.12
90907	4/13/2020	PRIMASING MOTORS, INC.		AP	4/30/2020	60.47
90908	4/13/2020	MARY SUE REYNOLDS		AP	4/30/2020	12.37
90909	4/13/2020	Scottmiriam, Inc.		AP	4/30/2020	569.48
90910	4/13/2020	Springbrook Software, LLC		AP	4/30/2020	1,618.50
90911	4/13/2020	THE CORVALLIS CLINIC, PC		AP	4/30/2020	150.00
90912	4/13/2020	W. W. Grainger, Inc.		AP	4/30/2020	49.00
90913	4/13/2020	WILBUR-ELLIS COMPANY LLC		AP	4/30/2020	1,564.70
90914	4/13/2020	Wilson Family Group, Inc.		AP	4/30/2020	1,682.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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SWEET HOME POLICE DEPARTMENT
 CHIEF OF POLICE
 1950 Main Street
 Sweet Home, OR 97386
 (541) 367-5181 Fax (541) 367-5235

	04/30/2020	04/30/2019	% Change	5 Yr Avg
Call Volume:	2020-02693	2019-02525	6.24%	2802
CAD Calls:	5298	5504	-3.74%	5508
ONIBR Person Crimes	50	50		47
ONIBR Person Crimes Cleared:	42		84.00%	
ONIBR Property Crimes:	159	111		174
ONIBR Property Crimes Cleared:	46		28.93%	

Trends:

The Sweet Home Police Department continues to operate under our pandemic response plan. Even though many businesses, services and places have begun to open back up to the public, our Department will maintain the level of tiered response that was in place prior to May 15th, 2020. The intent is to continue to monitor the number of COVID-19 cases that are reported in our area to ensure that there is not a significant spike. Ideally, we would move to a lowered tiered response during the first part of June.

We continue to monitor trends in several types of calls for service to see if our current pandemic situation has an impact on them. Those calls that we are monitoring include thefts, domestic violence calls, child abuse calls (physical and sexual), suicide calls, mental health calls and burglaries. The results are listed below. We will continue to monitor these calls to determine if we need to further alter our Department’s responses to them. Below is a comparison of those types of calls through the end of April.

	Apr-20	Apr-19	Difference	
Domestic Violence Calls	45	32	13	28.89%
Child Abuse(Physical/Sexual)	26	48	-22	-45.83%
Suicidal Calls	3	2	1	33.33%
Mental Health Calls	48	14	34	70.83%
Burglary	0	1	-1	-100.00%

As the above numbers reveal, our community has experienced and increase in calls associated with an individual’s mental health. In response to this, we are coordinating with the Linn County Mental Health Crisis Liaison person to attempt some additional personal contact with those suffering from mental health issues. The goal is to try and be as proactive as possible.

The Sweet Home Police Department’s K9 program remains active. Officer Sasha McDonald and K9 Gemma have not only worked within our Community but have also assisted other agencies with drug detection and deterrence. In April and May alone assisted in the detection of 13 grams of

Methamphetamine, ecstasy, acid, 27 grams of Heroin, fentanyl pills, drug paraphernalia, a handgun and approximately \$1,500 in cash.

Person Crimes are defined as:

	April 2020	April 2019
Assault	5	1
Child Neglect	1	0
Criminal Homicide	3	0
Criminal Mistreatment	0	0
Elder Abuse	0	0
Forcible Rape	0	1
Harassment	2	4
Menacing	1	1
Other Sex Offense	3	0
Reckless Endanger	0	0
Violation Court Stalking Order	0	1
Violation Restraining Order	1	1

Property Crimes are defined as:

	April 2020	April 2019
Arson	1	0
Burglary	0	1
Criminal Mischief	3	3
Forgery	0	2
Fraud	1	2
Motor Vehicle Theft	2	1
Reckless Burning	1	0
Recovered Stolen	1	0
Robbery	0	1
Theft	34	13