



# CITY OF SWEET HOME CITY COUNCIL AGENDA

January 23, 2024, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

## Mission Statement

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

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

### I. Call to Order and Pledge of Allegiance

### II. Roll Call

### III. Consent Agenda:

- a) [2023-12-12 City Council Executive Session Minutes](#)
- a) Approval of Minutes:
  - i) [Request for Council Action - Community Services Consortium Personal Services Agreement](#)

### IV. Recognition of Visitors and Hearing of Petitions:

- a) [Small Municipalities Advocacy Coalition \(SMAC\)](#)

### V. Old Business:

- a) [Request for Council Action - Applications for Publicly Owned Facilities - Pocket Parks](#)
- b) [Zone Map Amendment Application ZMA23-03](#)

### VI. New Business:

- a) [Resolution No. 1 for 2024 - Adopting a Public Art Policy](#)

### VII. Ordinance Bills

- a) Request for Council Action and First Reading of Ordinance Bills
  - i) [Ordinance No. 1 for 2024 - Codifying the Community Health Committee](#)
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

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

**VIII. Reports of Committees:**

**IX. Reports of City Officials:**

City Manager's Report

Mayor's Report

**X. Department Director Reports**

Library Services Director

i) [Report of the Library Director](#)

Community and Economic Development Director

i) [Community & Economic Development Department Report for December 2023](#)

Public Works Director

Finance Director

Police Chief

i) [Police Chief Report for December 2023](#)

**XI. Council Business for Good of the Order**

**XII Adjournment**



# CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

December 12, 2023, 5:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WiFi Passcode: guestwifi

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The meeting convened at 5:30 PM.

## Roll Call

### PRESENT

Mayor Susan Coleman  
President Pro Tem Greg Mahler  
Councilor Angelita Sanchez  
Councilor Josh Thorstad  
Councilor Dave Trask

### ABSENT

Councilor Lisa Gourley  
Councilor Dylan Richards

### STAFF

Blair Larsen, Community & Economic Development Director  
Cecily Hope Pretty, Administrative Services Director  
Robert Snyder, City Attorney

### GUESTS

Kerry Shepherd, Markowitz Herbold PC  
Allison Rothgeb, Markowitz Herbold PC

### PRESS

Ethan Hoaglund, The New Era

Mayor Coleman read the Executive Session announcement.

The Sweet Home City Council will now meet in Executive Session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The Executive Session is held pursuant to ORS 192.660(2)(h).

Official representation of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during Executive Session, except to state the general subject of the session as previously announced.

No final action or final decision may be made in Executive Session.

No action was taken during the Executive Session.

**Adjournment**

The meeting adjourned at 6:28 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

**Title:** Request for Council Action – Approval of a Personal Services Contract with Community Services Consortium for Homeless Family Services

**Preferred Agenda:** January 23, 2024

**Submitted By:** Cecily Hope Pretty, Administrative Services Director

**Reviewed By:** Kelcey Young, City Manager

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

**Towards Council Goal:** Be an effective and efficient government, rejuvenate essential services

**Attachments:** Proposal and Contract for Personal Services with Community Services Consortium

**Purpose of this RCA:**

To approve a Contract for Personal Services with the Community Services Consortium (CSC) to create new shelter capacity and provide rapid re-housing services to the unsheltered in Sweet Home, Oregon utilizing State Linn Multi Agency Coordination (MAC) HB 5019 Funding.

**Background/Context:**

The CSC was established in 1980 seeking to end poverty in Linn, Benton, and Lincoln Counties by assisting residents to access tools and resources to overcome poverty. The CSC partners with service providers, healthcare providers, faith-based organizations, government entities, and other organizations to support shelters, housing, emergency services, and additional community resources. Oregon Governor Tina Kotek approved investments through HB 5019 in 2023 to support homelessness prevention efforts and the City of Sweet Home approved Resolution 3 for 2023 on March 1, 2023 to allow the City to access available funding under HB 5019.

The proposed contract for personal services consists of construction of new shelter units and associated operating costs, staffing costs for a Case Manager and Community Service Officer, and administrative costs.

**The Challenge/Problem:**

The City of Sweet Home does not have adequate funding within its annual budget to address the needs of its local and transient unsheltered populations and actively seeks to partner with public and private partners to access additional resources to support this population. Entry into this contract for personal services will enable the City of Sweet Home to construct additional resources to provide housing, services, and coordination to support the unsheltered people of Sweet Home and its surrounding communities.

**Stakeholders:**

- Staff – Staff will be able to pursue funding opportunities associated with HB 2019

in coordination with a qualified agency, CSC, to support unsheltered communities in Sweet Home.

- Council – The Sweet Home City Council will be able to demonstrate fiscal responsibility and coordination with qualified local contractors to reduce the negative impacts of being unsheltered.
- Citizens – Citizens can expect financial and quality of life benefits from receiving qualified coordination of benefits for unsheltered communities. Unsheltered residents of Sweet Home will experience benefits through qualified disbursement and monitoring of funds designed to reduce the negative impacts of homelessness and to improve housing availability.

**Issues and Financial Impacts:**

The City of Sweet Home expects to positive financial impact through coordination with an experienced and qualified agency utilizing eligible HB 5019 funding, enhancing services for the unsheltered with minimal impact to taxpayers.

Costs under this personal services contract encompass shelters, services, staffing, and administration not to exceed the amount of \$449,093 for a term expiring July 1, 2025.

**Elements of a Stable Solution:**

The City would be able to access additional funding coordinated through a qualified local agency with the expertise necessary to provide improved outcomes for unsheltered populations and the general population of the City of Sweet Home.

**Options:**

1. Option #1 – Make a Motion to approve the Personal Services Contract with Community Services Consortium.
2. Option #2 – Do Nothing. The City Council could choose not to approve the Personal Services Contract with Community Services Consortium, and not have a partnership in place to support rehousing services as provided by HB 5019 Funding.
1. Option #3 – Direct staff to amend the contract and bring it back to City Council for consideration.

**Recommendation**

1. Option #1 – Make a Motion to approve the Personal Services Contract with Community Services Consortium.

**COMMUNITY SERVICES CONSORTIUM  
250 BROADALBIN STREET SW, SUITE 2A  
ALBANY, OR 97321  
Ph. (541) 928-6335 Fax: (541) 967-9307**

**Proposal and Contract for Personal Services**

THIS PERSONAL SERVICES CONTRACT (“CONTRACT”) IS MADE AND ENTERED INTO BY AND BETWEEN COMMUNITY SERVICES CONSORTIUM (“CSC”), A COMMUNITY ACTION AGENCY, AND THE UNDERSIGNED CONTRACTOR (“CONTRACTOR”) (TOGETHER “THE PARTIES”).

<b>CONTRACTOR:</b>	<u>CITY OF SWEET HOME</u> <u>3225 MAIN STREET</u> SWEET HOME, OR 97386	<b>DATE:</b> <u>1/1/2024</u>		
<b>PERSONAL SERVICES (“WORK”):</b>	CREATE NEW SHELTER CAPACITY AND PROVIDE RAPID RE-HOUSING SERVICES TO THE UNSHELTERED IN SWEET HOME, OREGON UTILIZING STATE LINN MAC HB 5019 FUNDING			
<b>LOCATION:</b>	SWEET HOME, OREGON			
<b>PHONE NUMBER:</b>	541-367-8969			
<b>CONTACT:</b>	<u>KELCEY YOUNG, CITY MANAGER, KYOUNG@SWEETHOMEOR.GOV</u>			
<b>WORK.</b> (“Contractor”) will provide the following personal services (“Work”) to Community Services Consortium (“CSC”) (attach additional sheets if necessary): Contract Term: <b><u>January 1, 2024 through June 30, 2025</u></b>				
<p>1. The duties and responsibilities of Contractor are to create 34 new shelter beds for homeless families and provide rapid re-housing services to the unsheltered in Sweet Home under the Linn MAC HB 5019 Funding umbrella awarded by Oregon Housing and Community Services (OHCS). Contractor shall obtain 3 bids on all equipment or purchases over \$4999 and submit to CSC to obtain preapproval from state funder. Rapid Re-housing services shall be targeted to those who are unsheltered to connect them to permanent housing opportunities. Client data for those served shall be entered into the HMIS system per OHCS requirements.</p> <p>2. The duties and responsibilities of CSC are to reimburse Contractor for all approved expenses. CSC shall also review data entry for completeness and monitor sub-recipient in accordance with requirements set for by Oregon Housing and Community Services. CSC will administer RRH client assistance for previously unsheltered households served by Contractor’s RRH staff and referred for help with deposits and rental assistance.</p> <p>Unless specifically stated otherwise above, the Work does <i>not</i> include client assistance payments for housing costs.</p>				
<b>CONTRACT PRICE.</b> CSC will pay Contractor the following amounts for the Work (“Contract Price”):				
<b>Work Scope</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension (Total Cost)</b>
Construct new shelter units to house the homeless in Sweet Home; Operating costs for shelter once completed.	Pod shelters and tiny homes for families + operating costs to include meals & support services.	4 pods & 4 tiny homes to shelter up to 34 people.	Pods est.\$10K each; Homes est. \$44,500 each. Operating costs \$47,000	Total Shelter expenses not to exceed \$265,000.
Rapid Re-Housing Services to the unsheltered	Staffing costs for Case Manager & Community Service Officer	Approx. 2 FTE	TBD	RRH staffing not to exceed \$171,093.
Admin				NTE \$13,000
<b>TOTAL AWARD</b>				<b>\$449,093</b>

**TERMS.**

**1. Schedule of Performance.**

**1.1** This Contract shall terminate on JULY 1, 2025.

**1.2** The parties agree to perform the work in accordance with the requirements and schedule in Attachment B, "Statement of Work"

**2. Payment.**

**2.1** Contractor shall submit billings on the 10th day of each Month.

**2.2** Contractor shall approve the billing by the 20th day of each Month.

**2.3** CSC shall pay Contractor by the 25th day of each Month for the prior month's approved billing amount.

**3. Future Amendment to Extend Contract.**

**3.1** CSC reserves the exclusive right to extend the contract for a period of two years in one-year increments.

**3.2** Any increase in compensation for the extended term will not exceed five percent of the then-current fees.

These terms are subject to the Terms and Conditions of this Contract.

THIS WRITTEN CONTRACT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND ATTACHMENTS, CONTAINS THE ENTIRE CONTRACT BETWEEN CONTRACTOR AND CSC, AND NO OTHER ORAL OR WRITTEN INDUCEMENT OR PROMISE HAS BEEN MADE TO OR EXTENDED FROM EITHER PARTY AS A PART OF THIS CONTRACT.

DATED: \_\_\_\_\_

**COMMUNITY SERVICES CONSORTIUM**

Signature: \_\_\_\_\_

Print: Pegge McGuire

Title: Executive Director

**ACCEPTANCE**

Contractor accepts this Contract by returning this Contract signed below to CSC. Upon acceptance, Contractor agrees to be bound by the Terms and Conditions printed below. If acceptance fails to occur within twenty (20) days of the date above, this Contract is void unless accepted by CSC.

ACCEPTANCE DATED: \_\_\_\_\_

**CONTRACTOR: CITY OF SWEET HOME**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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



## TERMS AND CONDITIONS

1. **BACKGROUND.** CSC is a governmental social services agency that is a party to an agreement, the Intergovernmental Grant Agreement (“IGA”), which is attached as Attachment C and incorporated herein. CSC will disburse funds to Contractor for the Work described in this Contract. This Contract sets out the basis on which Contractor will do the Work and that CSC will make disbursements.
2. **PROJECT EXECUTION.** Contractor will comply with the following:
  - a. Contractor will carry out the Project in accordance with this Contract, the IGA, and applicable law. Contractor shall comply with CSC’s Policies Associated with Expenditures and Disbursements.
  - b. Contractor will maintain records relating to its Project responsibilities in a manner such that CSC can evaluate Contractor’s compliance with this Contract and the IGA. Contractor will make those records available for review by CSC on reasonable notice during the term of this Contract and for a period of three (3) years after its termination.
  - c. Contractor will reasonably cooperate with CSC in providing information in connection with any funder, financial or tax audit, or similar matter, in which CSC is engaged.
  - d. Contractor will have sole responsibility for planning and carrying out its activities, including hiring, monitoring, and paying any employees, and for its contracts with third parties. CSC will not assume any liability for the performance by Contractor of its contracts or any other obligations.
  - e. Contractor will comply with all provisions of the IGA relevant to the Project and related activities, including funds use, reporting, licensing, open-access, and attribution requirements. If there are any inconsistencies between the IGA and this Contract or the Project Plan, the IGA will control.
3. **WORK.** Contractor will provide all personal services necessary to complete the Work. In the event Contractor must perform extra or additional work, or is delayed as a result of extra or additional work, the Contract Price and/or time for performance will be adjusted as provided below.
4. **STANDARD OF CARE.** Contractor shall comply with applicable standards of professional care in the performance of the Work. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the Work.
5. **TIME.** Subject to the termination provisions of this Contract in Section 26, this Contract commences once executed by the Parties and terminates as described in Section 1.1 (“Schedule of Performance”) above.
6. **HOURLY FEE.** If applicable, hourly fee includes all local travel, local telephone expenses, computer expenses, and routine document copying.
7. **REIMBURSIBLE EXPENSES.** Contractor shall bill reimbursable expenses at cost without markup.
  - a. **Travel expenses.** Contractor may bill for staff mileage expenses only with prior written approval from CSC. If approved, mileage shall be limited to current federal reimbursement rate.
  - b. **Document reproduction.** Contractor shall bill reproduction of documents or reports only with prior written approval.
  - c. **Telephone expenses.** Contractor shall bill long-distance telephone expenses only with prior written approval.
  - d. **Sub-Consultants.** Contractor shall bill for approved sub-consultants at a maximum of cost plus five percent for management and handling expenses.
8. **CHANGES IN THE WORK.** The Contract Price and time for completion of the Work will be equitably adjusted for changes in the scope of the Work resulting from additional work requested in writing by CSC. Contractor may refuse to perform extra or additional work until CSC provides written authorization. For all

extra or additional work performed under this Contract, unless otherwise agreed to in writing by the parties, the Contract Price will be increased by the amount of Contractor's direct costs plus ten percent overhead and five percent profit. The Contract Price will be reduced by the direct costs saved as a result of Work deleted.

**9. PROJECT FUNDS AND PAYMENT.**

- a. CSC shall pay Contractor for and in consideration of the faithful performance of the Work, and Contractor shall accept from CSC as and for compensation for the faithful performance of the Work, the fees outlined in "Contract Price" above.
- b. Contractor shall make and keep reasonable records of work performed pursuant to this Contract and shall provide detailed monthly billings to CSC.
- c. Following approval by the CSC manager, CSC shall pay the undisputed amount of each billing in full within thirty (30) days of receipt thereof.
- d. CSC shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, and give reasons for the objection. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- e. CSC may suspend or withhold payments if Contractor fails to comply with requirements of this Contract.
- f. CSC will disburse funds ("Funds") to Contractor as described in the Project Plan. Contractor will, upon CSC's request, refund any unused portion of the Funds if Contractor does not complete its work as described in, and on the timeframe set out in, the Project Plan.
- g. Contractor will use Funds solely as described in the Project Plan. Contractor will not use Funds to engage in lobbying activities. Contractor will not use Funds to influence any election or engage in any political or other activity that is prohibited by Internal Revenue Code Section 501(c)(3), or to support any person or organization engaged in terrorist activity.
- h. Contractor will provide such reports, documents, and royalty-free licenses as contemplated by the Project Plan or as CSC may otherwise request in connection with Project execution and compliance with the IGA. Contractor acknowledges that CSC is relying on information provided by Contractor for purposes of complying with the IGA.

**10. CONFLICT OF INTEREST.** Each party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Each party further covenants that in the performance of this contract, no person having such interest will be employed.

**11. EQUAL EMPLOYMENT OPPORTUNITY.** If the Contract relates to construction work, during the performance of the Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph 3(a) and the provisions of paragraphs 3(a) through 3(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CSC further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if CSC so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CSC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. CSC further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CSC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to CSC under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. **DAVIS-BACON ACT.** If the Contract relates to construction work and provides for payment to Contractor in excess of \$2,000, Contractor shall comply with the following terms:

a. (a) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. *Withholding.* CSC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under the Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CSC may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. (c) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the *project*). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of

the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the U.S. Department of Health & Human Services if the agency is a party to the Contract, but if the agency is not such a party, Contractor will submit the payrolls to CSC, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Health & Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of Health & Human Services if the agency is a party to the Contract, but if the agency is not such a party, Contractor will submit them to CSC, sponsor, or owner, as the case may be, for transmission to the U.S. Department of Health & Human Services, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or CSC, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or the subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or a subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or any subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the U.S. Department of Health & Human Services or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or any subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(d) *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(e) *Compliance with Copeland Act requirements.* Contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this Contract.

(f) *Subcontracts.* Contractor or any subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the U.S. Department of Health & Human Services may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(h) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(i) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) *Certification of eligibility.*

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who *has* an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract or the Contract shall be subcontracted to any person or firm ineligible for *award* of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for *making* false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.** If the Contract relates to construction work and provides for payment to Contractor in excess of \$2,000, Contractor shall comply with the following terms:

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.



- b. Contractor and any subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of Health & Human Services may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14. **SUSPENSION AND DEBARMENT.** The Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CSC. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CSC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **INDEPENDENT CONTRACTOR.** This is not a Contract of partnership or employment of Contractor or any of Contractor's employees. Contractor is an independent contractor for all purposes under this Contract, and in accordance with the standards prescribed in ORS 670.600. Contractor is not entitled to any benefits that are provided by CSC to CSC employees.

16. **SUCCESSION.** This Contract inures to the benefit of and is binding upon the Parties and such parties' partners, successors, executors, administrators and assigns.

17. **ASSIGNMENT.** Contractor shall not assign this Contract without the express written consent of CSC. Contractor shall not assign Contractor's interest in this Contract or enter into subcontracts for any part of the Work without the prior written consent of CSC.

18. **INSURANCE.** Contractor shall maintain insurance in full force and effect throughout the term of this Contract and in accordance with Attachment A, "Insurance Requirements."

19. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality, both external and internal, of confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality. Each of Contractor and CSC will use the other's Confidential Information (as defined below) only in connection with activities under this Contract and will keep it confidential. "Confidential Information" means all information, in any form, relating to one party and furnished to or obtained by the other under this Contract including, without limitation, CSC and donor information, attorney-CSC privileged information, strategies, personnel information and financial information. For clarity, Confidential Information does not include information that is generally available to the public, information already known by the receiving party before receiving such information, or information independently developed. All non-public information furnished under this Contract is and will remain the property of the furnishing party.

20. **DOCUMENT OWNERSHIP.** All work products, including, but not limited to documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of CSC under this Contract will become the property of CSC upon acceptance of the Work and payment for such services by CSC. CSC assumes the risk of any reuse or alteration of any work produced under this Contract, except as contemplated herein.

21. **PUBLICITY; EXTERNAL COMMUNICATIONS.** Contractor shall not use any data, pictures, or other representations of CSC in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from CSC. Except as contemplated by the Project Plan or as required by law, neither CSC nor Contractor will issue any public statement relating to the Project, or use each other's trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other's prior written consent.
22. **INDEMNITY.** To the fullest extent permitted by law, Contractor and CSC will defend, indemnify, and hold harmless the other for, from and against all claims, causes of action or suit, damages, liability, losses, and expenses, including, but not limited to, attorney fees and personnel costs, arising out of or resulting from the performance of the Work, provided that any such claim, cause of action or suit, damage, liability, loss, or expense is attributable to death or bodily injury to persons or damage to property, including the loss of use resulting therefrom, to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the fault of the indemnitor's agents, representatives or subcontractors. Such obligation will not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. No termination will affect any other rights or remedies of Indemnitees hereunder or relieve Contractor or CSC from any consequences or liabilities arising from such acts or omissions.
23. **INDEPENDENCE.** CSC and Contractor are and will remain independent contracting parties. The arrangements contemplated by this Contract do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Any use of the term "partner" or comparable term in any communications is solely for convenience.
24. **NOTICE.** The Parties shall send all notices, bills and payments in writing and by either personal delivery or mail to the address(es) listed in the Contract. Parties shall send all notices or communications required or permitted as a part of this Contract in writing (unless another verifiable medium is expressly authorized) and is to be deemed delivered, as applicable when:
- a. Actually received
  - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
  - c. Upon receipt by sender of proof of email delivery; or
  - d. If not actually received, ten days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Contract or other such address as the party may have designated by notice or Contract amendment to the other party sending the notice.
25. **DEFAULT.**
- a. A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten day period and proceeds to cure the breach as soon as it is practicable.
  - b. Notwithstanding ("a") above, CSC may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
26. **GOVERNING LAW.**
- a. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon.

- b. Contractor shall comply with all applicable Federal, State, County and local laws, ordinances, rules and regulations in the performance of the Services under this Contract, including but not limited to the laws related to Worker’s Compensation, Occupational Safety and Health and the Environment.
  - c. Contractor is a “subject employer” as defined in ORS 656.005, and shall comply with ORS 656.017.
27. **FORUM/VENUE.** Any litigation not covered by arbitration for injunctive relief is to be conducted in the Circuit Court of the State of Oregon for Linn County.
28. **MEDIATION.** The Parties agree that, except for claims for indemnity, any dispute that may arise under this Contract will be submitted to a mediator agreed to by both parties as soon as reasonable after such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation will occur at the place where the Project is located and the parties will share mediator’s expenses equally. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. **ARBITRATION.** The Parties agree that all disputes not settled through mediation, except for claims involving injunctive relief, will be settled exclusively by arbitration through the Arbitration Service of Portland, Inc., in accordance with the Rules of the Arbitration Service of Portland, Inc. The decision of the arbitrator(s) will be final and binding upon both parties. The dispute resolution clauses of this Contract do not affect Contractor’s right to make any filings or take any action necessary to preserve and enforce Contractor’s statutory lien rights. Each party at arbitration shall bear its own costs.
30. **ATTORNEY FEES.** Should either party employ an attorney to institute suit or action or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, to collect damages for breach of this Contract, or to enforce any arbitration award or settlement agreement, the prevailing party will be entitled to recover from the other party reasonable attorney fees, costs, charges, and expenses incurred at hearing, trial, on appeal, or otherwise in an amount to be determined by the arbitrator or court.
31. **CONSEQUENTIAL DAMAGES.** Neither party is liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party’s breach of contract, willful misconduct, negligent act or omission, or other wrongful act.
32. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Contract will not affect the validity and continuing force and effect of any other provision.
33. **CANCELLATION OR TERMINATION.** Except as otherwise set forth herein, in the event of cancellation or termination of this Contract, CSC will make payment to Contractor for all services performed prior to the termination or cancellation of this Contract.
- a. Services and obligations of this Contract may be terminated at any time, in whole or in part, with or without cause, by CSC within its sole discretion upon thirty (30) days written notice to Contractor.
  - b. Contractor may terminate this Contract for material breach by CSC provided CSC has not cured said breach within thirty (30) days after written notification of breach by Contractor; provided, however, that if the nature of CSC’s breach is such that more than thirty (30) days are required to cure such breach, CSC will not have breached the contract if CSC commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Contractor must notify CSC in writing in the event Contractor believes CSC failed to cure said breach within such thirty (30) day period. In the event CSC believes in good faith it has cured said breach, the Parties will utilize the dispute resolution process herein prior to Contractor terminating this Contract.

- c. CSC may terminate this Contract for material breach by Contractor provided Contractor has not cured said breach within thirty (30) days after written notification of breach by CSC; provided, however, that if the nature of Contractor's breach is such that more than thirty (30) days are required to cure such breach, Contractor will not have breached the contract if Contractor commences a cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If CSC terminates this Contract in accordance with this paragraph, then CSC will only be liable to pay for Work satisfactorily rendered prior to termination, as determined through the dispute resolution process herein.
34. **MERGER.** This Contract contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the Work described herein.
35. **WAIVER AND AMENDMENT.** No waiver, modification or amendment of any term, condition or provision of this Contract will be valid or of any force or effect unless made in writing, signed by the Parties, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances in no event are to be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same are to be strictly limited and restricted to the extent and occasion specified in such signed writing or writings. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract, or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, condition, or right with respect to further performance.

**ATTACHMENT A  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to CSC in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by CSC shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY	REQUIRED FOR THIS CONTRACT
<b>General Liability</b> Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj. \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 <p style="text-align: center;">YES</p>		
Please indicate if Claims Made or Occurrence		
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on CSC business \$1,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____	YES
<b>Professional Liability</b>	Per occurrence \$500,000	YES
	Annual Aggregate \$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name CSC, its officers, agents and employees, as additional insureds and shall provide CSC with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name CSC as an additional insured, but must list CSC as a certificate holder and provide a thirty (30)-day notice of cancellation to CSC.

Certificates of Insurance shall be forwarded to:

CSC  
 Attention: Finance Manager  
 Address: 250 Broadalbin St SW, Suite 2A, Albany, OR 97321

Contractor agrees to deposit with CSC, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy CSC that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with CSC during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

**ATTACHMENT B  
STATEMENT OF WORK**

**Allowable Activities**

This funding allows for services related to providing Emergency Shelter and Rapid Re-Housing activities.

- “Emergency shelter” is defined as any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
- Rapid Re-Housing services are designed to assist those who are homeless to move directly back into permanent housing quickly and without preconditions, such as completing a treatment plan or obtaining a job. Services shall include assisting with housing search, advocating for clients with potential landlords, and providing continued support services after rehousing to ensure household stability. .

❖ **Rapid Re-Housing Referral Process**

Contractors are funded to provide case management services to those experiencing unsheltered homelessness. Services must connect households to permanent housing opportunities and shall include assisting with housing search, landlord advocacy, and retention services to ensure housing stability. Funds for paying housing expenses such as security deposits, utility deposits, and rental assistance may be obtained when needed for these clients from CSC. The referral process for RRH client assistance shall be as follows:

1. Contractor’s Rapid Re-housing case manager shall notify designated staff at CSC when a formerly unsheltered household has been approved for permanent housing.
2. CSC staff shall schedule an intake appointment with the client and process client assistance payments based on need. CSC shall make payments directly to the landlord and/or utility company.
3. CSC agrees to complete data entry into HMIS for those housed under this program.
4. Contractor will be responsible for providing ongoing case management supports to the household to ensure housing retention and stability.
5. Contractor may only be reimbursed for other support services provided to the clients if prior approval is obtained by CSC. Under no circumstances can a client be directly reimbursed for any expense.

**Grant Activity Requirements**

Contractor must abide by all requirements set forth in attached Linn MAC HB 5019 Exhibit A & B including Low-Barrier Shelter Requirements, Habitability Requirements, Use of Grant Funds, Restrictive Covenants, and Restrictive Use Period. Minimally, all funded shelter units must provide heat, electricity, ability to close and lock door, showers and restrooms onsite, hard-surface walls and roofing, and food preparation facilities available onsite or with an action plan to provide meals.

Contractors who are awarded funding for Rapid Re-Housing activities may only count individuals and families

who came from an unsheltered homeless situation (Category 6 – Unsheltered Homeless) toward the stated rehousing goal. **See Attachment C, Exhibit A, Grant Activities section for full details.**

### **Data Entry & Reporting**

- Shelter shall enter shelter guest data into designated Provider on the approved Housing Management Information System (HMIS) within 48 hours of check in and check out in keeping with the policies of the Continuum of Care and OHCS. Shelter’s data entry staff shall also update the client’s Coordinated Entry records per the policies of the CoC.
- All guests should be asked to complete a Coordinated Entry Assessment if one is not already in the CE system. Guests who decline may not be denied services, however, based solely on their refusal to submit to assessment.
- Data collected must meet all CoC and OHCS requirements for state funding.
- Shelter shall designate staff who have been trained in HMIS processes to be responsible for timely and complete data entry for all shelter guests. Under no circumstances shall Contractor allow untrained personnel to access to or enter or alter data on HMIS.
- Shelter must observe all required cyber security protocols to secure client data, both written and electronic.

Shelter is expected to maintain a less than 5% error rate on all Homeless Management Information System (HMIS) data entered activities with no omissions.

### **Project Milestones**

In order to fulfill the goals of HB 5019, shelter bed creation is expected to be achieved in the most expedient manner possible. Proposed shelter beds must be completed and operational no later than June 1, 2025. Similarly, efforts to rehouse unsheltered individuals and families must ensure that Linn County meets its goal of housing at least 32 households by June 30, 2025. **See Attachment C, Exhibit B, Linn MAC Milestones for details.**

### **Accounting Requirements**

Subrecipient shall prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the program, including adjustments to reconcile the accounting records.

- CSC shall reimburse expenditures of sub recipients under this Agreement only if they are:
- 1) In payment of eligible activities or services performed under this Agreement.
  - 2) In payment of services performed or supplies delivered during the applicable program period;
  - 3) In the aggregate not in excess of 100% of the funds provided to the respective applicable grant program under this Agreement; and
  - 4) Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with sub recipients.

### **Monitoring**

Subrecipient shall be monitored regularly by CSC during the term of Contract on a schedule set forth by CSC program manager and Fiscal Director. Subrecipients shall provide documentation on clients served



with program funds to prove eligibility if direct services have been provided. If staffing costs have been reimbursed, sub recipient shall provide documentation supported by properly executed payroll and time records for staff paid with pass through funds. Further, OHCS may require such other information as it deems necessary or appropriate in its sole discretion.

Subrecipients shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in OHCS' Record Retention Schedule, as may be modified from time to time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include an assessment related to housing barriers and the services/assistance provided to address such barriers. Sub recipient shall retain and keep accessible all such program records, client records, books, documents, papers, plans, and writing for a minimum of **seven (7) years** after final payment or service to client.

### **Audits**

If required by OHCS, CSC shall, and shall require and cause its sub recipients to, submit to OHCS satisfactory financial and compliance audits for the periods covered by the grants. This requirement is in addition to any audit requirements set forth by OMB.

### **Invoicing**

This contract shall be billed on a reimbursement basis. Contractor shall submit monthly invoices to CSC for costs described in Contract Price section above, under the following parameters:

- All requests for reimbursement must be accompanied by an invoice from Contractor as well as copies of all expense receipts.
- Requests for staffing costs must be accompanied by copies of timesheets or other records of hours spent on grant-related activities.
- Purchases of supplies and equipment exceeding \$4,999 must be pre-approved by Oregon Housing and Community Services and CSC. Contractor must obtain 3 bids and submit those to CSC for review and approval by OHCS. No reimbursement shall be made for such purchases that were not pre-authorized and approved by CSC and OHCS.
- Materials reimbursed under this subgrant must be purchased and services performed no later than June 30, 2025.

All invoices and backup documents must be submitted monthly via email to:

CSC Grants  
[grants@communityservices.us](mailto:grants@communityservices.us)

**Termination of Agreement**

Subrecipient agreements are subject to termination upon such a directive to CSC by OHCS. OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipients are considered independent contractors and are not agents of OHCS or CSC.

**Contractor shall abide by all terms and conditions set forth by Oregon Housing and Community Services in the attached Intergovernmental Grant Agreement (Attachment C).**

**[Attached Separately]**



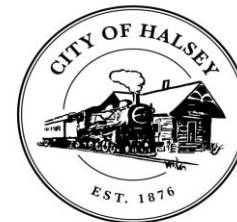
# Small Municipalities Advocacy Coalition

Giving Voice Back to Rural Oregon Communities

## FLIPPING THE MODEL.

SMAC-Oregon's approach of education and support puts Rural issue advocacy back in the hands of those who understand best - community leaders and citizens with direct knowledge and experience.

A PATH TO CHANGE



An aerial photograph of a rural landscape during autumn. The scene features rolling hills covered in trees with vibrant orange, yellow, and red foliage. In the middle ground, a green golf course is visible, and a small white house with a dark roof sits on a grassy patch. The sky is filled with soft, golden light, suggesting a sunrise or sunset. A semi-transparent orange-bordered box is overlaid on the upper left portion of the image, containing the text 'SMALL TOWN PROBLEMS...'.

## SMALL TOWN PROBLEMS...

### ...SAME AS THE BIG TOWNS

Rural communities suffer the same problems and challenges related to infrastructure, housing, developable land and revenues

### RURAL UNDERSTANDING

Few policymakers outside rural districts understand our rural economy and communities. We need to be seen as more than “quaint” towns to visit.

### LITTLE GRACE FOR DIFFERENCES

Fewer resources to act on unfunded mandates, and the same heavy-handed enforcement tactics with no understanding of our capacity to process change.

### INEFFECTIVE ADVOCACY MODEL

Oregon’s larger Cities and their Representatives drive policy -rural community needs are left out of larger policy packages and discussions.

SMAC-Oregon is a growing partnership of Rural communities who WORK TOGETHER to identify policy concerns and bring their needs directly - and effectively - to state policymakers.

### SMAC Provides:



#### EDUCATION & TRAINING

- Policymakers
- Policymaking and Agency procedures
- Effective policymaker communication
- Policy priority and mission development
- Engagement protocols and procedures



#### STRATEGIC COUNSEL

- Policy analysis and review
- Engagement planning and support
- Communications and collateral development support
- Strategic planning
- Regular group connections
- Policy development



#### SESSION SUPPORT

- Legislation tracking and reporting
- Logistics support for Councils and LATs
- Management support for Administration
- Messaging and Testimony support
- Regular communication with Councils

# Your Issues, Your Passion, Our Help.

## INTERGOVERNMENTAL AGREEMENTS BIND COALITION

- Common mission, common circumstances, common need.
- Informal association
- NOT for fundraising and PAC activity
- Agreeing to work together with principles

## WORK CLOSELY WITH TATE PUBLIC AFFAIRS TEAM

- All training and support
- Group and local priorities
- Legislative Action Teams
- Communications and collateral
- Strategic planning sessions
- Consistent engagement at City level

# ROI: Future Returns Rely on Current Engagement.

## OUR SUCCESS LOOKS LIKE...

- **All Member-Municipalities actively engaging in Salem**
- **Strategic, focused policy work that sets the future stage**
- **SMAC – Oregon visibility and branding**
- **Well informed and well aligned Advocacy Partners**
- **Strategic relationship development = priority 1**
- **Policymakers recognizing the resource**

## FOR MORE INFORMATION:

### Sean Tate

Tate Public Affairs – 541-510-6309

[sean@tatepublicaffairs.com](mailto:sean@tatepublicaffairs.com)

### Scott McDowell

City of Brownsville – 541-466-5880

[admin@ci.Brownsville.or.us](mailto:admin@ci.Brownsville.or.us)





# REQUEST FOR COUNCIL ACTION

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**Title:** Applications for Naming Publicly Owned Facilities – Pocket Parks

**Preferred Agenda:** January 23, 2023

**Submitted By:** Angela Clegg, Tourism & Econ Development Coordinator

**Reviewed By:** Blair Larsen, CEDD Director

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

**Relevant Code/Policy:** Resolution No. 32 for 2016 Naming Publicly Owned Properties

**Towards Council Goal:** N/A

**Attachments:** Application for Pocket Park at 10<sup>th</sup> Avenue & Elm Street  
Application for Pocket Park at 12<sup>th</sup> Avenue & Nandina Street  
Resolution No. 32 for 2016

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## **Purpose of this RCA:**

The purpose of this RCA is to seek Council approval to name the pocket park located at the corner of 10<sup>th</sup> Avenue and Elm Street and the pocket park located at the corner of 12<sup>th</sup> Avenue and Nandina Street.

## **Background/Context:**

The Park and Tree Committee met to discuss names for two pocket parks located within Sweet Home. The Committee is proposing to name the pocket park located at the corner of 10<sup>th</sup> Avenue and Elm Street ‘Walk About Park’ and the pocket park located at 12<sup>th</sup> Avenue and Nandina Street ‘Half Way Park.’

The Park and Tree Committee voted to recommend the above names to the City Council at the October 18, 2023 Committee meeting.

## **The Challenge/Problem:**

Should the parks be named, or should the City Council propose alternate names?

## **Stakeholders:**

- Sweet Home Residents – increase community awareness of pocket parks in Sweet Home.
- Sweet Home Staff – increased visibility for future funding.

## **Issues and Financial Impacts:**

Staff have found no issues or financial impacts.

**Elements of a Stable Solution:**

A stable solution includes naming of the parks and adding the names to the City park maps.

**Options:**

1. Option 1 – Do Nothing.
2. Option 2 – Move to approve the park names as recommended. This will allow staff to advertise the intent to name public property and schedule a public hearing on the matter.
3. Option 3 – Seek more naming options before deciding.

**Recommendation:**

Staff recommends Option 2 – Move to approve the park names as recommended.



## City of Sweet Home

### Application for Naming Publicly Owned Facilities

*The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.*

Publicly Owned Facilities or Property Considered for Naming: Pocket Park corner of 10th and Elm	
Current Name: None	Proposed Name: Walk About Park

Applicants Name:	Wally Shreves			
Organization:	Park and Tree Committee			
Contact Info:	Address: 422220 Marks Ridge Dr	City: Sweet Home	State: OR	Zip: 97386
	Email: lamopar@icloud.com		Phone: 541-570-5963	

*Please provide an explanation of why the City should take this action:*  
 The committee gathered for a meeting to develop names for two pocket parks. This park is in an area where many members of the community head out for a walk. This is a great place for a bench to take a break from the walk. Our plan going into the parks master plan is to include this park in the parks walk route.

For Official Use Only			
Date: <i>10.11.23</i>	Received By: <i>AC</i>	Fee Paid: <i>N/A</i>	Receipt #: <i>—</i>

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
<input checked="" type="checkbox"/> Park & Tree Committee	<i>10-18-23</i>	<i>recommend to City Council</i>
<input type="checkbox"/> City Council		
<input type="checkbox"/>		



## City of Sweet Home

### Application for Naming Publicly Owned Facilities

*The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.*

Publicly Owned Facilities or Property Considered for Naming: Pocket Park corner of 12th and Nandina	
Current Name: None	Proposed Name: Half Way Park

Applicants Name:	Wally Shreves			
Organization:	Park and Tree Committee			
Contact Info:	Address: 422220 Marks Ridge Dr	City: Sweet Home	State: OR	Zip: 97386
	Email: lamopar@icloud.com		Phone: 541-570-5963	

*Please provide and explanation of why the City should take this action:*  
 The committee gathered for a meeting to develop names for two pocket parks. This park is halfway between the majority of housing near Northside park and our two grocery stores in town. Many people stop here for a break when walking to and from. It is also about halfway between Northside and Sankey and Northside and Strawberry.

<b>For Official Use Only</b>			
Date: 10.11.23	Received By: AC	Fee Paid: N/A	Receipt #: —

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
<input checked="" type="checkbox"/> Park & Tree Committee	10.18.23	recommend to City Council
<input type="checkbox"/> City Council		
<input type="checkbox"/>		

**RESOLUTION 32 for 2016**

**A RESOLUTION OF THE SWEET HOME CITY COUNCIL ESTABLISHING A POLICY FOR NAMING PUBLICLY OWNED PROPERTIES OR FACILITIES**

**WHEREAS**, the City Council of the City of Sweet Home recognizes the need to establish a policy for naming parks, buildings and other city owned properties or facilities; and

**WHEREAS**, the City Council recognizes that there are City-owned properties and facilities which already have names commonly known throughout the community; and

**WHEREAS**, the City Council wishes to establish a procedure for recognizing and honoring persons by naming publically owned facilities after them; and

**NOW THEREFORE, THE SWEET HOME CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** The City of Sweet Home adopts the following Public Facility Naming Policy:

- I. PURPOSE: To establish a uniform policy which will provide direction regarding naming or renaming city owned land, facilities, parks, and buildings, which are compatible with the community interest and which will enhance the values and heritage of the City of Sweet Home.
  
- II. GENERAL:
  - a. This policy establishes the guidelines, criteria and process for naming or renaming of city-owned property.
  - b. The City Council shall have the final authority to name and rename any or all City-owned property or portion thereof. This shall include the authority to revoke the name of a City-owned property. Names which would be detrimental to the mission or image of the City of Sweet Home will not be used to identify City-owned property.
  - c. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of City-owned property shall not constitute an obligation or establish a right to name any land or facilities granted to the City.

- d. It is the intent of the City Council to keep the name of any existing park, City-owned facility or other City-owned property unless there are compelling reasons to consider a name change.
- e. Official street names and addresses shall be established by the City of Sweet Home in accordance with the policies and procedures already outlined in City policy and Ordinance; the naming of streets and creation of addresses do not fall under this policy.
- f. All costs including staff time, labor and materials associated with the installation of plaques, monuments, and signs will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERIA:

- a. The size, wording and materials of any memorial or sign associated with the name of a City-owned property shall be reviewed by City staff for compliance with the City's Sign Code. Content of such shall be reviewed by staff and approved by the City Council prior to production.
- b. Whenever possible, naming shall begin early in the development and/or acquisition of City-owned property.
- c. Names shall be appropriate to the park, building or other City-owned facility and are encouraged to reflect the following:
  - i. history, flora, fauna, geographic area, or natural geologic features related to the City of Sweet Home;
  - ii. significant historical events, cultural attributes, local landmarks, or a historical figure; or
  - iii. City's ethnic and cultural diversity.
- d. Signs shall be written using the English alphabet.
- e. The City Council may consider the following when making a determination regarding names which honor individuals or families:
  - i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
  - ii. Have they made significant contribution to the betterment of a specific City-owned property; or
  - iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or

- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
  - v. Have they had a positive impact on the lives of Sweet Home residents; or
  - vi. Have they volunteered or worked for the city for ten (10) years or more; or
  - vii. Have they distinguished themselves through military service; or
  - viii. Are they a current or past resident of Sweet Home who has distinguished themselves?
- f. The City Council may name city-owned property after an individual who has served as a city official or was an employee of the City of Sweet Home provided that:
- i. They no longer work for the city: and,
  - ii. They made a contribution over and above the normal duties required by their position; or
  - iii. They had a positive impact on the past and future development of programs, projects or facilities within the City of Sweet Home; or
  - iv. They have made significant volunteer contributions to the community outside the scope of their job; or
  - v. They have had exceptionally long tenure with the City of Sweet Home (at least ten (10) years); or
  - vi. There is significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. PROCEDURE:

- a. A request to name or rename City-owned property shall be made on an application specifically designed for this purpose (Exhibit A).
- b. Fees associated with administrative and hard costs may be assessed and are the responsibility of the applicant. The administrative and processing fees shall be established by the Sweet Home City Council and shall be reflected on the City's fee schedule.

The fees shown below are intended as a guideline to the applicant. Fees will be assessed on actual costs and will be due throughout the process at the time when expenditures are to be made or prior to staff review. An

applicant may choose to submit fees in a lump sum at the beginning of the process; any unused fees will be returned at the completion of the project.

The City Council has to right to adjust fees at their discretion upon application and consideration at a regularly scheduled City Council meeting.

Action	Fee
Notification of Public Hearing – legal notice includes staff time to process	\$ 400
Packaging, Mailing & Posting	\$ Actual Cost
Cost of Dedication Ceremony	\$ Actual Cost

- c. The applicant shall supply clear evidence that the proposed name meets the naming requirements outlined in this policy (See Naming Criteria).
- d. The application will be reviewed by the Sweet Home City Council at a regular City Council meeting. All requests will be given the same consideration without regard to the source of the nomination. Upon a motion by the Council, the application may be sent to committee for further review.
- e. The City Council may return the application to the applicant for further clarification if they so desire.
- f. After City Council review of the application a notice of intent to name a City-owned property shall be posted in public places and published at least once in the City’s paper of record for a thirty (30) day review process prior to City Council decision.
- g. After the thirty (30) day review period is completed a public hearing shall be placed on the agenda of the next regular meeting of the City Council.
- h. City Council will make a decision regarding the proposed name at the same City Council meeting.

If the City Council rejects an application the applicant must wait a minimum of six (6) months before resubmitting the name for consideration.

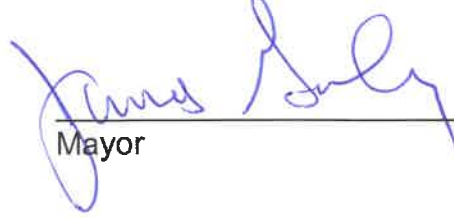
**Section 2.** This policy shall take effect on the date of its adoption by the Sweet Home City Council.



Resolution No. 32 for 2016

ADOPTED this 13th day of December 2016, by the City Council of the City of Sweet Home.

APPROVED BY:

  
\_\_\_\_\_  
Mayor

ATTEST:

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

## City of Sweet Home Application for Naming Publicly Owned Facilities



*The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form and return completed form and the appropriate fees to City Hall for consideration.*

Publicly Owned Facilities or Property Considered for Naming:	
Current Name:	Proposed Name:

Applicants Name:			
Organization:			
Contact Info:	Address:		
	City	State:	Zip:
	Email:	Phone:	

Please provide an explanation of why the City should take this action:

For Official Use Only			
Date:	Received By:	Fee Pd:	Receipt #:

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
( ) Library Board	_____	_____
( ) Park Board	_____	_____
( ) Traffic Safety	_____	_____
( ) Tree Commission	_____	_____
( ) City Council	_____	_____
( ) _____	_____	_____



# REQUEST FOR COUNCIL ACTION

**Title:** Zone Map Amendment Application ZMA23-03

**Preferred Agenda:** January 23, 2024

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

**Reviewed By:** Kelcey Young, City Manager

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

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

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

**Attachments:**  
 Ordinance No. 3 for 2023, with Exhibit A  
 Exhibit B for Ordinance No. 3 for 2023 (Site Map)  
 Exhibit C for Ordinance No. 3 for 2023 (Original Application)  
 Exhibit D for Ordinance No. 3 for 2023 (Infrastructure Map)  
 ZMA23-03 Planning Commission Order and Decision  
 ZMA23-03 Staff Report  
 ZMA 23-03 Attachment D to the Staff Report (Zoning Map)  
 ZMA 23-03 Attachment E to the Staff Report (Comprehensive Plan Map)  
 ZMA 23-03 Attachment F to the Staff Report (Public Comment)  
 November 16, 2023 Draft Planning Commission Meeting Minutes  
 School District Comment Regarding ZMA23-03

**Purpose of this RCA:**

The purpose of this RCA is to seek a decision regarding Zone Map Amendment Application ZMA23-03, and, if approved, conduct a first reading of the ordinance.

**Background/Context:**

The applicant is proposing to change the Zoning Map in an area consisting of approximately 88,577 square feet (2.02 acres) located in Sweet Home, OR 97386 (13S01E32AC Tax Lot 4900). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) 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 November 16, 2023 to review ZMA23-03 and receive testimony. At that meeting, the Planning Commission approved the

application and recommended that the City Council approve it. The Sweet Home Municipal Code requires the City Council to hold a public hearing and decide on this application.

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

**The Sweet Home Municipal Code provides criteria for map amendments such as this:**

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

Update for January 23, 2024:

The City Council held a public hearing on this matter on December 12, 2023, but did not come to a decision—a motion was put forth to approve the application but failed for lack of a second. State law requires that the City respond to land use applications within 120 days. In this case, the City must make a decision by January 30<sup>th</sup>, 2024.

The comments from the public and the Council at the public hearing, centered on transportation, safety, and School District capacity. Staff has looked in to these matters, and can provide the following:

- **Transportation:** this application is for a zone change, and does not include any specific development plans, so the impact of transportation is unknown. However, SHMC 17.42.130(A) requires a Traffic Impact Study be prepared by a professional engineer for any multifamily development on this parcel. The cost of this study would be borne by the applicant. A Traffic Impact Study would show how much traffic new development would likely add to the existing transportation infrastructure, and what improvements would be necessary to safely support the additional traffic. Any necessary improvements would also be borne by the developer.
- **Safety:** Staff has not found any evidence of higher density housing being less safe than lower density housing. Any development on this parcel would require completion of the sidewalk, which would make pedestrian travel in the area safer.
- **School District Capacity:** While the School District was invited to comment on this application, we did not receive any comments until after the December 12, 2023 public hearing. Attached is a copy of an email received from Kevin Strong, Business Manager at the Sweet Home School District. Mr. Strong indicates that Hawthorne Elementary has capacity for additional students.

Staff recommend that the Council review the criteria in our code printed above in bold which for zone changes such as this. If the application is denied, we need to know under which of these criteria the application it is being denied.

**The Challenge/Problem:**

Should the zoning map be changed from the current Residential Low Density (R-1) designation to Residential High Density (R-3), in accordance with the Comprehensive Plan Map designation for the property? Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

**Stakeholders:**

- The Owner/Developer: Changing the zoning to conform with the Comprehensive Plan would allow the owner to benefit from the higher density permitted in the R-3 zone.
- Sweet Home Residents: Residents benefit from thoughtful development made in accordance with properly adopted planning documents.
- Sweet Home City Council: The Council is responsible for final approval of zone map amendments and ordinances.

**Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

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

**Options:**

1. Deny Application ZMA23-03. Staff would prepare an Order of Denial for Application ZMA23-03.
2. Approve Application ZMA23-03 as presented and conduct the first reading of Ordinance No. 2 for 2024.
3. Recommend a different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

**Recommendation:** Staff Recommends Option 2: Approve Application ZMA23-03 as presented and conduct a first reading of Ordinance No. 2 for 2024.

ORDINANCE BILL NO. 2 FOR 2024

ORDINANCE NO. \_

AN ORDINANCE AMENDING THE ZONING MAP

WHEREAS, the property owners 4L Ventures LLC and Evan Latimer, are proposing to change the Zoning Map for their property, consisting of approximately 88,577 square feet, located in Sweet Home, OR 97386; and

WHEREAS, the current Sweet Home Comprehensive Plan Map designation of the subject property is High Density Residential (R-3); and

WHEREAS, the current Zone Map designation of the subject property is Residential Low Density (R-1); and

WHEREAS, the Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to Residential High Density (R-3) Zone, which would bring it into conformity with the Comprehensive Plan Map; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on November 16, 2023 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 November 16, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on December 12, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their January 23, 2024, meeting; and

WHEREAS, the proposed Residential High Density (R-3) zoning is requested 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 zoning map amendment application ZMA23-03 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06 as the Zoning Map including all subsequent amendments, for the areas consisting of approximately 88,577 square feet located in Sweet Home, OR 97386 included as Exhibit B. The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to Residential High Density (R-3) Zone.

Passed by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

## Exhibit A

### Findings of Fact in Support of Zone Change Application ZMA23-03

#### **Exhibit A to Order of Approval for ZMA23-03**

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.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

**A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Exhibit C).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

**B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Exhibit C).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet (±20.02 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

**C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.**

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Exhibit C).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.

F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

**D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.**

Applicant's Comments: See Pages 5-7 of the applicant's summary (Exhibit C).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and down the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22<sup>nd</sup> Avenue (see Exhibit D). There Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

**E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.**

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Exhibit C).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.



# EXHIBIT B



SUBJECT PROPERTY

LONG ST

CLARK MILL RD

R1

27TH AVE

29TH AVE

32ND CT

KALMIA ST

KALMIA CT

Subject Property Map  
ZMA23-03

Date: 9/21/23

N  
1 inch = 142 feet

# EXHIBIT C

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## ZONE MAP AMENDMENT APPLICATION

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Submitted to: Sweet Home  
Planning Department  
1140 12<sup>th</sup> Avenue Ste. A  
Sweet Home, OR 97386

Applicants/Property Owners: 4L Ventures LLC & Evan Latimer  
PO Box 310  
Lebanon, OR 97355

Applicant's Representative: Udell Engineering and Land Surveying, LLC  
63 E. Ash Street  
Lebanon, OR 97355

Contact: Laura LaRoque  
Email: [laura@udelleng.com](mailto:laura@udelleng.com)  
Phone: (541) 990-8661

Site Location: Unassigned

Linn County Assessor's Map No.: 13S-01E-32AC Tax Lot 4900

Site Size: ±2.02-acres

Existing Land Use: Unimproved

Zone Designation: Residential Low Density (R1)

Comprehensive Plan Designation: High Density Residential (R3)

Surrounding Zoning: North: R1 (across Long Street)  
South: R1  
East: R1  
West: R1 (across 29<sup>th</sup> Street)

Surrounding Uses: North: Single Family Residential  
South: Multiple Family Residential  
East: Single Family Residential  
West: Single Family Residential



**I. Executive Summary**

The proposal is a request to rezone an existing ±2.02-acres vacant parcel from Residential Low Density (R1) Zone to the High Density Residential (R3) Zone. The subject property is generally located southeast of the Long Street and 29<sup>th</sup> Avenue intersection and is identified by Linn County Tax Assessor Map No. Township 13S, Range 1E, Section 32AC, Tax Lot 4900. The proposed R3 zoning designation is in conformance with the High Density Residential Comprehensive Plan Map designation.

The criteria for amending the Sweet Home Zone Map are found in Sweet Home Municipal Code (SHMC) 17.114.050 and are addressed in the applicant’s narrative below. This written narrative and associated documentation included in the application materials, establishes that the application complies with all applicable approval criteria. This documentation provides the bases for the City to approve the application.

**II. Analysis of Development Code Criteria**

According to Sweet Home Municipal Code (SHMC) 17.114.020, a zone map amendment shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

According to SHMC 17.114.030, the application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria.

**III. Review Criteria**

SHMC 17.114.050 includes the following review criteria that must be met for a property line adjustment to be approved. Code criteria are written in **bold** and are followed by findings and conclusions.

**Criterion A**

**The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

1.1 The subject property is generally located southeast of the Long Street and 29<sup>th</sup> Avenue intersection and is identified by Linn County Tax Assessor Map No. Township 13S, Range 1E, Section 32AC, Tax Lot 4900.

1.2 The application request includes a proposal to amend the zoning of the approximately 2.02-acre site from Residential Low Density (R1) to High Density Residential (R3).

1.3 The current Comprehensive plan map designation of the subject property is High Density Residential (R3). Therefore, proposed zone map amendment is consistent with the Comprehensive Plan Map designation.

1.4 According to the Sweet Home Comprehensive Plan, the purpose of the High-Density Residential Comprehensive Plan Designation is as follows:



*“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.”*

The subject property is a suitable and desirable location for high-density residential development. It is centrally located within the community, close to major transportation corridors, community services, and local institutions and well served by both private and public utility and transportation infrastructure. It is also sufficient in size and configuration for development of a board range (or mix) of residential dwelling types, including high-density multiple family development.

1.5 The only policy specific to the High-Density Residential Comprehensive Plan Designation is as follows:

*“Policy 10 The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.”*

Per SHMC 17.114.040, a site plan for future development of the site is not required in association with a zone map amendment request. Therefore, maximum density in accordance with Policy 10 will be reviewed in association with site development or land division application.

**Criterion B**

**The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

2.1 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

- 1. *Single-family dwelling.*
- 2. *Single-family attached dwellings.*
- 3. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
- 4. *Multi-family dwelling.*
- 5. *Residential care homes and facilities, licensed by the State of Oregon.*
- 6. *Day care facility; day nursery for 12 or fewer children.*
- 7. *Open space and parks identified in The City’s adopted Parks Master Plan.*

2.2 Per SHMC 17.14.060, the dimensional standards for permitted uses are as follows:

Minimum Lot Area & Width	
Single Family	5,000 square feet



Duplex	5,000 square feet
Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet

2.3 The subject property is approximately 2.02-acres with a 280-foot-width and 335-foot-depth, which exceeds the minimum dimensional standards for all outright permitted uses. Therefore, this criterion is met.

**Criterion C**

**Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.**

3.1 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

- 8. *Single-family dwelling.*
- 9. *Single-family attached dwellings.*
- 10. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
- 11. *Multi-family dwelling.*
- 12. *Residential care homes and facilities, licensed by the State of Oregon.*
- 13. *Day care facility; day nursery for 12 or fewer children.*
- 14. *Open space and parks identified in The City’s adopted Parks Master Plan.*

3.2 Per SHMC 17.14.060, the dimensional standards for permitted uses are as follows:

<b>Minimum Lot Area &amp; Width</b>	
Single Family	5,000 square feet
Duplex	5,000 square feet



Attached Dwelling	2,000 square feet
Multiple Family (3 or more)	9,000 square feet (parcel) 1,500 square feet per unit
Other Uses	Sufficient to meet setbacks and development requirements
Minimum Width at Building Line – Corner Lot	70 feet
Minimum Width at Building Line – Interior Lot	60 feet
Minimum Width at Building Line – Attached	25 feet

3.3 The subject property is approximately 2.02-acres with a 280-foot-width and 335-foot-depth, which exceeds the minimum dimensional standards for all outright permitted uses, which exceeds the minimum dimensional standards for all outright permitted uses.

3.4 Per SHMC 17.114.040, a site plan for future development of the site is not required in association with a zone map amendment request. Therefore, all other development standards will be reviewed in association with either a building permit or land division request. However, based on the size and configuration of the property compliance with the development standards within the development code will be achievable. Therefore, this criterion is met.

**Criterion D**

**Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.**

Transportation

- 4.1 The Transportation Plan relevant for the subject property is the Sweet Home Transportation System Plan (TSP).
- 4.2 OAR 660-012-0060(1)(2) requires land use regulation amendments, including amendments to zoning maps, to determine if the amendment will have a "significant affect" on transportation facilities and, if so, can it be mitigated. However, OAR 660-012-0060(9) provides that a zoning map amendment does not need to include this analysis, and the City can make a finding of no "significant affect," if:
  - a. A zoning map amendment is consistent with the existing comprehensive plan designation and does not change the comprehensive plan map designation.
  - b. The City has an acknowledged the Transportation System Plan ("TSP") and the proposed zoning is consistent with the TSP; and

- c. The area of the zoning map amendment was not exempted from the Transportation Planning Rule (TPR) Analysis at the time of the UGB amendment. OAR 660-012-0060(9)(a)-(c).

The subject property complies with these criteria as follows:

- a. Sweet Home's Comprehensive Plan Map within the acknowledged Sweet Home Comprehensive Plan designates the subject property High Density Residential (R3). The proposed zoning amendment would not change the comprehensive plan map designation and the R3 zoning designation is an implementing zone for the High Density Residential (R3) Comprehensive Plan Map designation.
  - b. The Sweet Home TSP assumed this site would be developed with high-density residential uses. The proposed R3 zone is compatible with the long plan for high-density residential uses.
  - c. The subject property has been in the City's UGB since the time of adoption of the Comprehensive Plan and was not exempted from the Transportation Planning Rule. The City can find that all three (3) of these requirements are met.
- 4.3 The subject property adjoins Long Street and 29<sup>th</sup> Avenue. Both rights-of-way are classified as a local street. Long Street is fully improved to City standards and 29<sup>th</sup> Avenue partially improved to City standards (i.e., lacks a sidewalk along the east of the right-of-way). Any required site frontage improvements consistent with the TSP will be performed in association with a site development or land division application.

#### Sanitary Sewer

- 4.4 City utility maps show an 8-inch public sanitary sewer main in the 29<sup>th</sup> Avenue right-of-way along the frontage of the property, and an 8-inch public sanitary sewer main at the northeast property corner in the Long Street right-of-way.
- 4.5 The City's Wastewater Facility Plan does not indicate significant deficiencies downstream of the subject property and the system should be adequate for residential uses permitted outright in the R3 zoning district.

#### Water

- 4.6 City utility maps show a 10-inch public water main in the 29<sup>th</sup> Avenue right-of-way, and a 12-inch public water main in the Long Street right-of-way along the property frontages.
- 4.7 Public water system design and adequacy are typically dictated by the fire flow needs within an area or zone. The City of Sweet Home groups all residential uses in the same fire flow requirement category (3,500 gpm minimum), so the proposed zone map amendment would not affect the overall water needs of the site.

#### Storm Drainage

- 4.8 City utility maps show a 36-inch public storm drainage main transferring the property from 29<sup>th</sup> Avenue right-of-way to the Long Street right-of-way.



4.9 Storm water runoff from a development is generally dependent on the total area of impervious surfaces on the property. The Sweet Home Development Code determines the maximum amount of “lot coverage” in any particular zone. The greatest percentage of lot coverage would be 60 percent in the R3 zoning district. The greatest percentage of lot coverage that would be allowed within the R1 zoning district is 40 percent. Therefore, a change from the R1 to R3 zoning designation would allow for development that may result in a slightly higher amount of storm water runoff.

#### Schools

4.10 property is currently zoned for low-density residential development. The requested zone change from R1 to R3 could increase the number of children attending schools in this area. The Sweet Home Public Schools will be notified of the zone change application in advance of the final decision on this application.

#### Police and Fire Protection

4.11 The Sweet Home Police Department and Fire Department provide services to all development in Sweet Home, regardless of the zoning designation. No deficiencies in providing police and fire protection to this property have been identified.

#### Criterion E

**For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.**

1.6 Per SHMC 17.14.010, the purpose of the R3 zoning district is as follows:

*“The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City.”*

1.7 Per SHMC 17.14.020, outright permitted uses in the R3 zoning district are as follows:

15. *Single-family dwelling.*
16. *Single-family attached dwellings.*
17. *Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.*
18. *Multi-family dwelling.*
19. *Residential care homes and facilities, licensed by the State of Oregon.*
20. *Day care facility; day nursery for 12 or fewer children.*
21. *Open space and parks identified in The City’s adopted Parks Master Plan.*



1.8 The zone map amendment is consistent with the Sweet Home Comprehensive Plan and stated purpose of the R3 zoning district.

1.9 The R3 zoning district is appropriate for the subject site as it is centrally located within the community, close to major transportation corridors, community services, and local institutions and well served by both private and public utility and transportation infrastructure. It is also sufficient in size and configuration for development of a board range (or mix) of residential dwelling types, including high-density multiple family development.

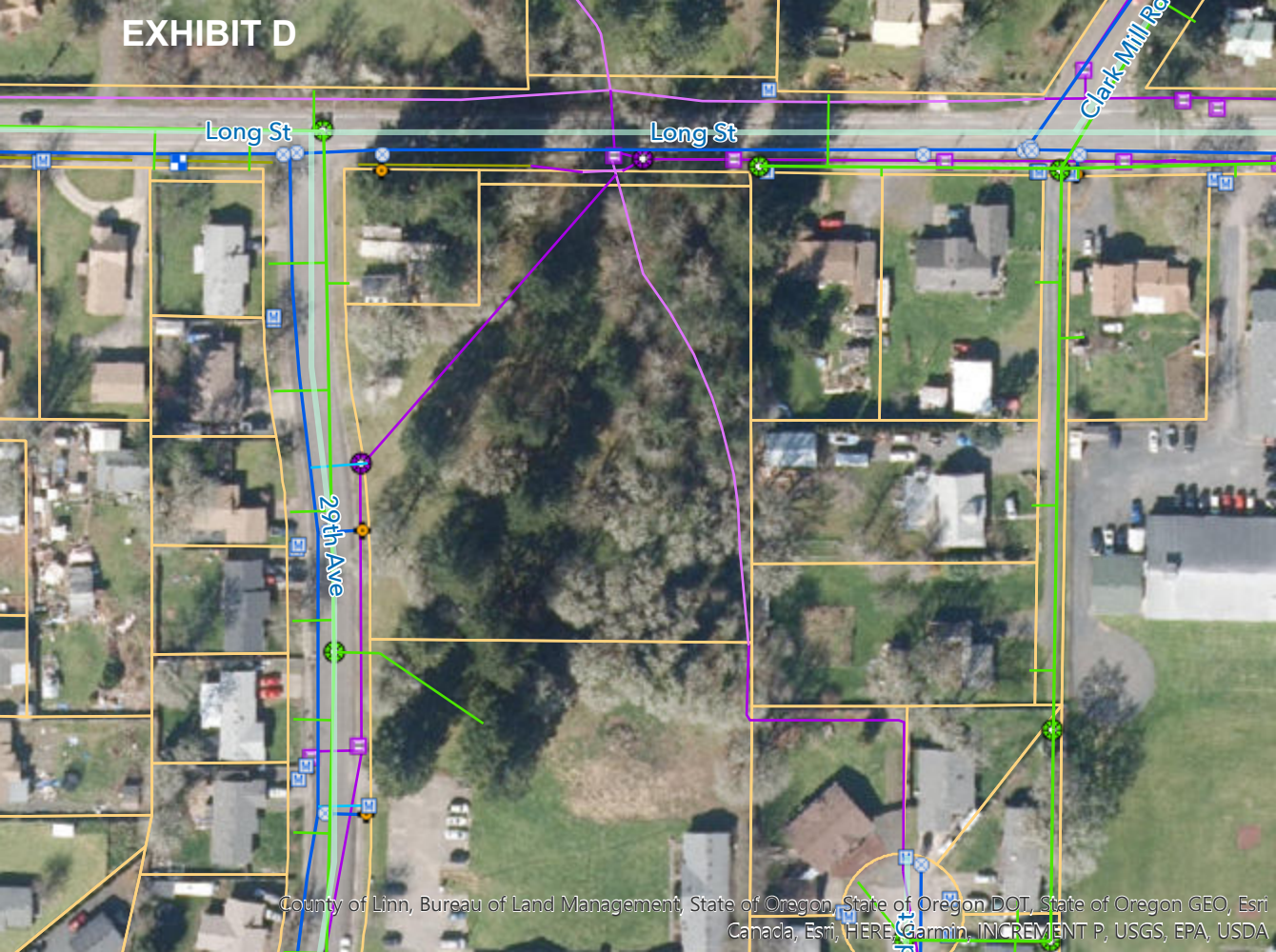
#### IV. OVERALL CONCLUSION

Based on the above analysis, the proposed zone map amendment meets all the applicable review criteria as outlined above.

#### V. ATTACHMENTS

A. Site Map

# EXHIBIT D



Long St

Long St

Clark Mill Rd

29th Ave



**City of Sweet Home**

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

In the matter of the ) Zone Map Amendment  
Zone Map Amendment ) File No. ZMA23-03  
request by 4L Ventures LLC )

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

**PLANNING COMMISSION ORDER OF APPROVAL**

**REQUEST:** The applicant is proposing to rezone an existing 88,577 square foot (±2.02-acres) vacant parcel from the Residential Low Density (R-1) Zone to the High Density Residential (R-3) Zone. The subject property is located south of Long Street and east of 29th Avenue and is identified by Linn County Tax Assessor Map No. 13S01E32AC, Tax Lot 4900. The proposed zone change would bring the zoning designation into conformity with the property’s existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

**APPLICANT:** Laura Laroque, Udell Engineering and Land Surveying, LLC

**PROPERTY OWNER:** 4L Ventures LLC and Evan Latimer

**FILE NUMBER:** ZMA23-03

**PROPERTY LOCATION:** Sweet Home, OR 97386, Identified on the Linn County Assessor’s Map as 13S01E32AC Tax Lot 4900

**REVIEW AND DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.10, 17.14, 17.114, OAR 660-012-0060

**STAFF CONTACT:** Diane Golden, Associate Planner  
Phone: (541) 367-8113; Email: [dgolden@sweethomeor.gov](mailto:dgolden@sweethomeor.gov)

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on November 16, 2023. At the hearing the Planning Commission reviewed application ZMA23-03. The Planning Commission received testimony and deliberated on this matter at their November 16, 2023 meeting and passed a motion of four Yea’s and two Nay’s 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 November 16, 2023 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 November 16, 2023 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report. The

applicant is requesting to change the zoning to High Density Residential bringing it into conformity with the property's existing Comprehensive Plan Map designation. Section III of the Staff Report is included as Exhibit A to this Order.

- III. **DECISION: Approved** the motion to recommend the application to City Council on November 16, 2023. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA23-03 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA23-03 and recommends approval by the City Council.
- IV. **APPEALS:** All Type IV land use decisions of the City Council may be appealed to the Land Use Board of Appeals (LUBA). The appeal shall be submitted within 21 days of the date the decision is mailed. Appeals shall comply with LUBA procedures.

<b><u>PLANNING COMMISSION DECISION:</u></b>	November 16, 2023
<b><u>MAILING OF THE DECISION:</u></b>	November 30, 2023
<b><u>APPEAL DEADLINE:</u></b>	December 20, 2023 at 5:00 PM
<b><u>CITY COUNCIL MEETING:</u></b>	December 12, 2023 at 6:30 PM

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Jeffery Parker, Planning Commission Chair \_\_\_\_\_ Date \_\_\_\_\_

---

Blair Larsen, Community and Economic Development Director \_\_\_\_\_ 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 (21 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 ZMA23-03

### II. REVIEW AND DESIGN CRITERIA

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

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

**A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Exhibit B).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

**B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Exhibit B).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet ( $\pm 20.02$  acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

**C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.**

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Exhibit B).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

**D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.**

Applicant's Comments: See Pages 5-7 of the applicant's summary (Exhibit B).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and south along the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22<sup>nd</sup> Avenue (see Exhibit C). There are adequate public facilities, services and transportation networks planned to be provided concurrently with the development of the property. No development has been proposed with this application.

**E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.**

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Exhibit B).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.



## Planning Commission Staff Report

**REQUEST:** The applicant is proposing to rezone an existing 88,577 square foot ( $\pm 2.02$ -acres) vacant parcel from the Residential Low Density (R-1) Zone to the High Density Residential (R-3) Zone. The subject property is located south of Long Street and east of 29th Avenue and is identified by Linn County Tax Assessor Map No. 13S01E32AC, Tax Lot 4900. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

**APPLICANT:** Laura Laroque, Udell Engineering and Land Surveying, LLC

**PROPERTY OWNER:** 4L Ventures LLC and Evan Latimer

**PROPERTY LOCATION:** Sweet Home, OR 97386, Identified on the Linn County Assessor's Map as 13S01E32AC Tax Lot 4900.

**REVIEW AND DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.10, 17.14, 17.114, OAR 660-012-0060

**FILE NUMBER:** ZMA23-03

### PLANNING COMMISSION PUBLIC HEARING:

- **DATE & TIME:** November 16, 2023 at 6:30 PM
- **LOCATION:** City Hall Council Chamber, 3225 Main Street, Sweet Home, OR 97386

### CITY COUNCIL PUBLIC HEARING:

- **DATE & TIME:** December 12, 2023 at 6:30 PM
- **LOCATION:** City Hall Council Chamber, 3225 Main Street, Sweet Home, OR 97386

**STAFF CONTACT:** Diane Golden, Associate Planner  
Phone: (541) 367-8113; Email: [dgolden@sweethomeor.gov](mailto:dgolden@sweethomeor.gov)

**REPORT DATE:** November 9, 2023

## I. PROJECT AND PROPERTY DESCRIPTION

LOCATION: The subject tract contains approximately 88,577 square feet (±20.02 acres). The property is currently zoned Residential Low Density (R-1), and the comprehensive plan designation is Residential High Density (R-3). The applicant is requesting to change the zoning to Residential High Density (R-3) bringing it into conformity with the property's existing Comprehensive Plan Map designation.

### ZONING AND COMPREHENSIVE PLAN DESIGNATIONS:

Property	Zoning Designation	Comprehensive Plan Designation
Subject Property	Residential Low Density (R-1)	High Density Residential
Property North	Residential Low Density (R-1)	High Density Residential
Property East	Residential Low Density (R-1)	High Density Residential
Property South	Residential Low Density (R-1)	Low Density Residential
Property West	Residential Low Density (R-1)	High Density Residential

**Floodplain** Based on a review of the FEMA FIRM Maps; Panel 41043C0914G dated September 29, 2010, the subject property is not in the 100-year floodplain.

**Wetlands:** The subject property does show a wetland drainage on the property that is depicted on the Sweet Home Local Wetlands Inventory Map. The drainage identified as SSR-18C flows through the northeast corner of the subject property and down the east property line.

**Access:** The subject property has frontage along Long Street and 22<sup>nd</sup> Avenue.

**Services:** The subject property has access to City water and sewer services from Long Street and 22<sup>nd</sup> Avenue.

### TIMELINES AND HEARING NOTICE:

Application Submitted:	September 20, 2023
Application Deemed Complete:	October 2, 2023
Mailed/Emailed Notice:	October 11, 2023
Notice Published in New Era Newspaper:	October 18, 2023
Planning Commission Public Hearing:	November 16, 2023
City Council Public Hearing	December 12, 2023

Notice was provided as required by SHMC 17.128.010.



## II. COMMENTS

### Adam Leisinger, Interim

**Permit Technician:** The Building Program has no issues with this request.

**CEDD Engineering:** No comments as of the issue of this Staff Report.

### Trish Rice

**Public Works:** Public Works has no concerns with the request at this time.

### Sweet Home

**Fire District:** No comments as of the issue of this Staff Report.

**Public Comment:** Attachment F

## III. REVIEW AND DESIGN CRITERIA

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

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

**A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

Applicants Comments: See Pages 2 and 3 of the applicant's summary (Attachment C).

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

**B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

Applicant's Comments: See Pages 3 and 4 of the applicant's summary (Attachment C).

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 88,577 square feet ( $\pm 20.02$  acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

**C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.**

Applicant's Comments: See Pages 4 and 5 of the applicant's summary (Attachment C).

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.
- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other.* A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

**D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.**

Applicant's Comments: See Pages 5-7 of the applicant's summary (Attachment C).

Staff Findings: The subject property is proposed to change from Residential Low Density (R-1) zone to the Residential High Density (R-3) zone. The zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the Sweet Home Transportation System Plan (TSP). The Sweet Home infrastructure map and local wetland inventory map show a wetland/stormwater drainage identified as SSR-18C flowing through the northeast corner of the subject property and down the east property line. The Sweet Home infrastructure map shows a second stormwater drainage running from Long Street to 22<sup>nd</sup> Avenue (see Attachment B). There Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

**E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.**

Applicant's Comments: See Pages 7 and 8 of the applicant's summary (Attachment C).

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. No development has been proposed with this application.

#### IV. CONCLUSION AND RECOMMENDATION

Based on the findings listed in Section III of this report, staff recommends that the Planning Commission recommend that the City Council approve this application. Since the request is for a zone change, staff has not recommended any conditions of approval.

## V. PLANNING COMMISSION ACTION

In acting on a zone change application; the Planning Commission will hold a public hearing at which it may either recommend that the City Council approve or deny the application(s). The recommendation should be based on the applicable review and decision criteria. The City Council will hold a public hearing and decide on this application.

### Motion:

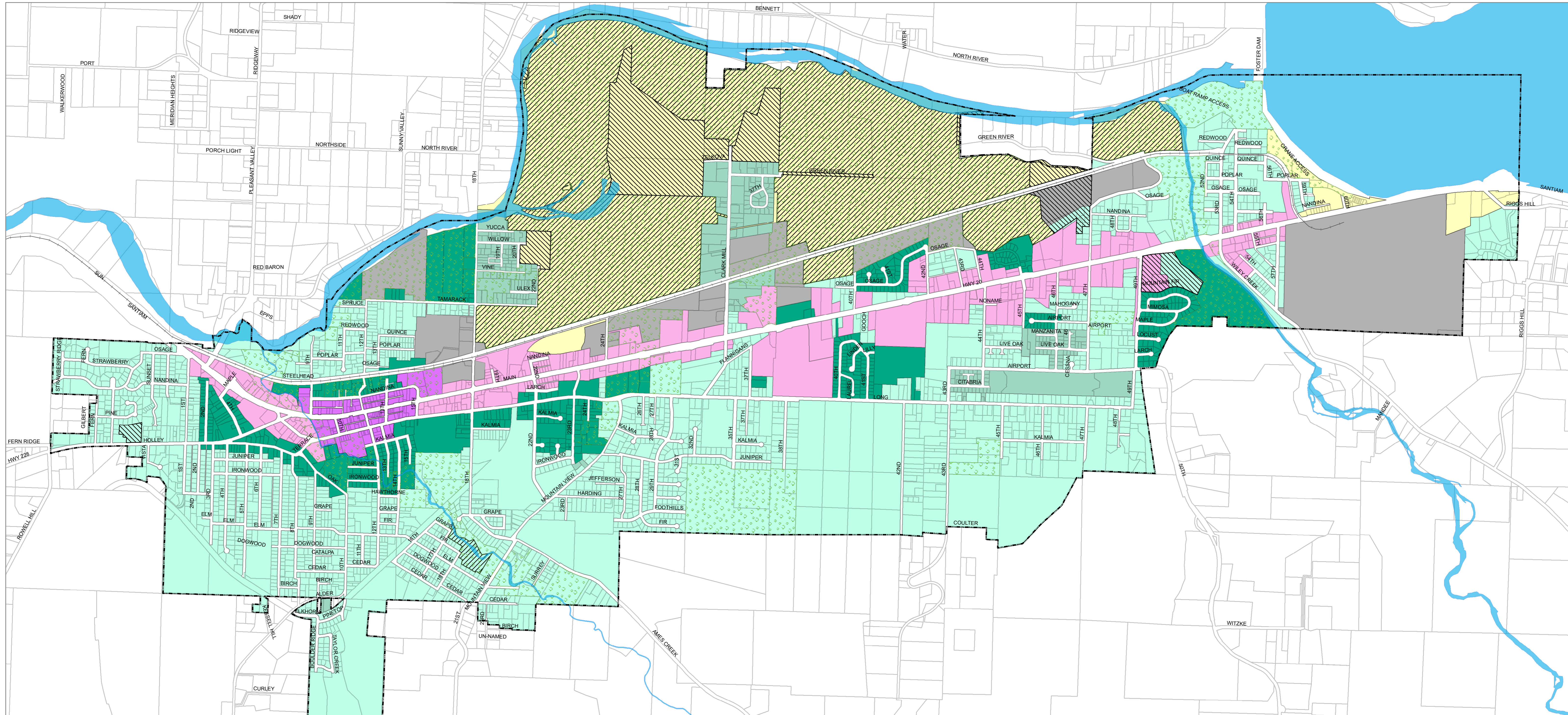
After opening the public hearing and receiving testimony, the Planning Commission's options include the following:

1. Move to recommend that the City Council approve application ZMA23-03, which includes adopting the findings of fact listed in the staff report.
2. Move to recommend that the City Council deny application ZMA23-03 (specify reasons).
3. Move to continue the public hearing to a date and time certain (specify); or
4. Other.

## VI. ATTACHMENTS

- A. Subject Property Map
- B. Infrastructure Map
- C. Zone Map Amendment Application and Summary
- D. Zoning Map
- E. Comprehensive Plan Map
- F. Public Comment

# Sweet Home Zoning



Zoning Ordinances			
Ord.	Date	Ord.	Date
906	09-13-83	1099	09-10-96
912	01-10-84	1110	07-22-97
923	06-26-84	1114	12-09-97
933	06-11-85	1115	02-10-98
937	01-14-86	1118	09-08-98
1011	02-27-90	1123	03-09-99
1044	05-12-92	1152	09-23-03
1055	01-26-93	1162	06-22-04
1060	06-22-93	1169	03-22-05
1069	04-26-94	1178	01-10-06
1070	04-26-94	1181	03-14-06
1080	11-08-94	1192	07-24-07
1081	12-13-94	1193	09-11-07
1083	06-19-96	1197	12-11-07
1099	09-10-96	1200	05-27-08
1102	04-22-97	1206	12-25-08
1105	05-27-97	1305	09-27-22

### Legend

- Zoning**
- C1 - Commercial Central
  - C2 - Commercial Highway
  - I - Industrial
  - R1 - Residential Low-Density
  - R2 - Residential Medium-Density
  - R3 - Residential High-Density
  - RC - Recreation Commercial

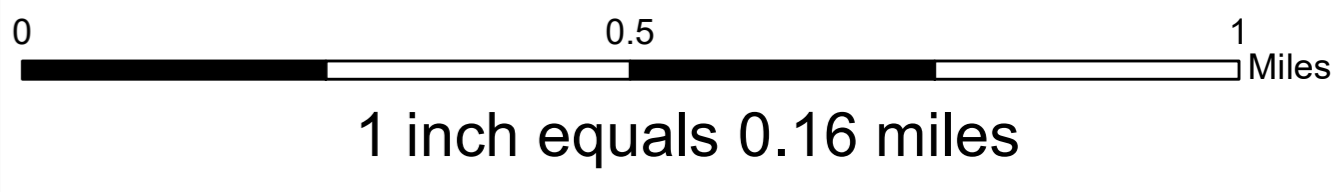
- Overlay Zones**
- NRO - Natural Resources
  - NRO - Natural Resources/Planned Development
  - Planned Development
  - City Limits
  - Taxlots

This map was created for display purposes only and is subject to errors and/or omissions. The City of Sweet Home and Linn County disclaim any liability as to the accuracy of the data.  
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 Updated by JG 10/27/22

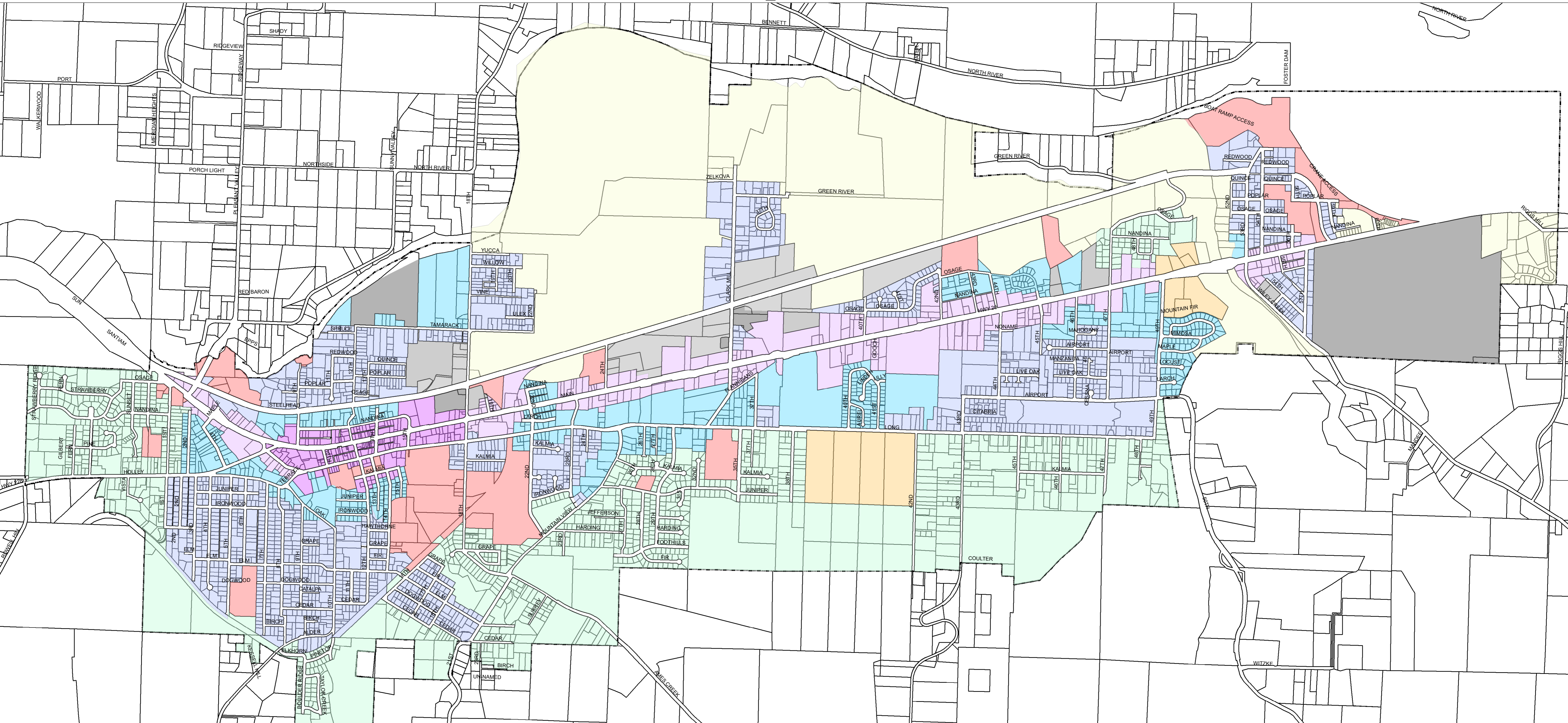
Created By:  
 City of Sweet Home  
 Community Development Department  
 541-367-8113  
 Print Date: 10/27/2022

## Official Zoning Map

Adopted September 27, 2022  
 By Ordinance Number 1305  
 Updated by Later Zoning Ordinances



# Sweet Home Comprehensive Plan



**AMENDING ORDINANCES**

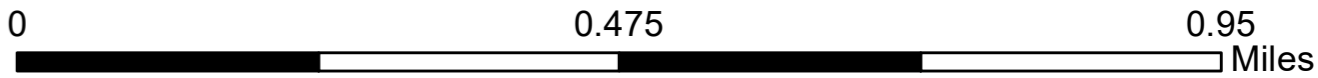
831	04-07-81
933	06-11-85
1013	02-27-90
1069	04-26-94
1070	10-21-94
1081	12-13-94
1083	06-19-95
1102	04-22-97
1105	05-27-97
1114	12-09-97
1125	11-09-09
1151	09-23-03
1197	12-11-07
1305	09-27-22

**Legend**

	C1 - Central Commercial		Taxlots
	C2 - Highway Commercial		Urban Growth Boundary
	I - Light Industrial		
	I - General Industry		
	I - Heavy Industrial		
	R1 - Low Density Residential		
	R2 - Medium Density Residential		
	R3 - High Density Residential		
	MU - Mixed Use		
	MUE - Mixed Use Employment		
	PF - Public Facility		

## Official Comprehensive Plan Map

Adopted September 27, 2022  
 By Ordinance Number 1305  
 Updated by Later Annexation Ordinances



1 inch equals 0.15 miles

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Created By:  
 City of Sweet Home  
 Community Development Department  
 541-367-8113

Print Date : 10-31-2022

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 Updated by JG Oct 2022

**From:** [Columbus Maintenance](#)  
**To:** [Angela Clegg](#)  
**Cc:**  
**Subject:** FW: Fw: File Number : ZMA23-03 Low Density Residential (R-1) Zone To High Density Residential (R-3)  
**Date:** Tuesday, November 7, 2023 4:03:12 PM

---

Michael DeOus

1193 29<sup>th</sup> Ave Sweet Home Or, 97386

11/07/2023

Subject: Opposition to Rezoning Proposal from Low Density Residential (R-1) Zone to High Density Residential (R-3)

Dear Planning Commission and City Council of Sweet Home Oregon

I am writing to express my strong opposition to the proposed rezoning of the residential area in Sweet Home Tax lot 4900. To a high-density community. I believe that this rezoning proposal is not in the best interest of our neighborhood and would have detrimental effects on the community.

**Zoning Consistency :** Spot Zoning of a specific parcel to accommodate apartment construction, which could be inconsistent with the existing zoning regulations of the surrounding area. This inconsistency can lead to concerns about the overall integrity of the zoning plan and land use patterns.

**Fairness and Equitability :** Spot Zoning decisions can raise questions of fairness and equitability, as they may seem to favor specific developers or landowners over others. This can lead to public opposition and legal challenges, especially if it appears that the zoning change is made for private gain rather than the public Interest.

**Impact on Neighbors :** Neighboring property owners object to spot zoning and believe it will negatively affect their properties or quality of life. Concerns about increased traffic , noise, reduced property values, or changes in the character of the neighborhood.

Comprehensive Planning : Spot zoning can undermine the goals and objectives of comprehensive land use and zoning plans. It's important to consider how the proposed Spot zoning change aligns with the long-term planning objectives for the community.

Thank you

Michael DeOlus

Sweet Home Resident



# CITY OF SWEET HOME PLANNING COMMISSION MINUTES

November 16, 2023, 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.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 265 017 664 000

## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:32 PM.

The meeting was called to order at 6:32 PM.

## Roll Call of Commissioners

### PRESENT

Eva Journey  
Jeff Parker  
Henry Wolthuis  
Jamie Melcher  
Laura Wood

### STAFF

Blair Larsen, Community and Economic Development Director  
Diane Golden, Associate Planner  
Angela Clegg, Tourism & Economic Development Coordinator

### GUESTS

James Hurley, 35890 Santiam Highway, Albany, OR 97327  
Laura LaRoque, 63 E. Ash Street, Lebanon, OR 97355  
Michael Diolas, 1193 29 Avenue, Sweet Home OR 97386  
Mackenzie Sheer, 1184 29 Avenue, Sweet Home OR 97386  
Alan Majors, 3107 Long Street, Sweet Home OR 97386  
Justin Prophet, 3113 Long Street, Sweet Home OR 97386  
Julie Whitmore Parks, 2749 Kalmia Street, Sweet Home OR 97386

**Public Comment.** This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

None



None.

**Meeting Minutes:**

a)

A motion to approve the minutes was made by Wolthuis, seconded by Melcher.  
Voting Yea: 6

**Public Hearings**

**Application ZMA23-03**

**Application VR23-04**

a)

The public hearing was opened at 6:34 PM.

Commissioner Parker read the application summary and asked if the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Tourism & Economic Development Coordinator Clegg read the revised staff report at the November 21, 2023 Planning Commission meeting. The staff report stated that the applicant is seeking a zone map amendment at assessor's map 13S01E32AC Tax Lot 4900 to bring the zone map into conformity with the comprehensive map, from a zoned Residential Low Density (R-1) to a Residential High Density (R-3).

Applicant testimony: Laura LaRoque, 63 Ash Street, Lebanon OR 97355 testified on behalf of the application giving the purpose of the zone map amendment.

The Commissioners discussed the application with the applicant.

Testimony in favor: None

Testimony in opposition: 5

Neutral Testimony: None

Michael Deolus addressed concerns about property values and spot zoning. Deolus also mentioned concerns about wetland and flooding in the subject property.

Mikenzi Scherer addressed safety concerns with traffic and pedestrians, potential development fines brought from the city to the residents, and property values.

Alan Majors addressed safety concerns with the close proximity to school and class sizes.

Justin Prophet addressed safety, traffic and property value concerns.

Julie Whitmore-Parks addressed safety and traffic concerns.

The Commission discussed the application and testimonies. Coordinator Clegg discussed the wetland concerns with the Commission, stating the wetland is across the street from the subject property.

The applicant was asked to return to the front for further questions.

Director Larsen addressed the concern that sidewalks would be required from the opposition testimony. Larsen specified that if sidewalks would be required, it would be part of the development application of the applicant property.

The public hearing was closed at 7:09 PM.

Commission discussion: Parker stated that that the application matches the comprehensive plan map, but is not required to change right away or at any time. Melcher asked if development were to occur at the subject property, if they would be approached by the Planning Commission. Larsen answered that when an application is outright permitted in the zone, it is not brought to the Planning Commission.

Larsen addressed the traffic concerns by sharing the Open House of the Transportation Safety Plan November 29 at 6:30, as well as an invitation to join the Planning Commission.

Journey addressed the concern from the testimonies about spot zoning. Larsen answered, specifying that spot zoning does not apply to this application in that it reflects the comprehensive plan as well as matches the zoning nearby. Larsen stated that when deviations from the code criteria are made, they are open to liabilities by the Land Use Board of Appeals. Wood stated that although the concerns are valid, concerns for increasing housing is also part of the duty of the Planning Commission, and changing the zone would help with increased housing. Journey agreed, citing the housing needs assessment performed over the last year.

A motion to deny the application ZMA23-03 and recommend City Council to deny the application was made by Wolthuis, seconded by Parker.

Yea: 2

Nay: 4

A recommendation by Larsen to change the motion to approve the application ZMA 23-03 and recommend it to City Council was made by Larsen. The motion to approve application ZMA23-03 was made by Journey, seconded by Wood.

Yea: 4

Nay: 2

b)

Application VR23-04

The public hearing was opened at 7:39 PM.

Commissioner Parker read the application summary and asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

Tourism and Economic Development Coordinator Clegg presented the staff report and stated that applicant is also requesting an administrative decision AD23-01. It is pending the decision of the Planning Commission on the variance application. Clegg stated that the original application was submitted wrong, and per her advice, to reapply. The applicant is seeking a variance for three feet of setback equaling 14 feet of the building at address 2307 22nd Avenue, Sweet Home OR 97386.

The Commissioners asked questions of Staff.

Applicant Testimony: James Hurley, PO Box 903, Albany OR 97321 testified on behalf of the application.

The Commissioners discussed the application with the applicant.

Testimony in favor: None

Testimony in opposition: None

Neutral Testimony: None

The public hearing was closed at 7:55 PM.

The Commission discussed the application and testimony.

A motion to approve VR23-04 was made by Commissioner Wood, seconded by Commissioner Journey.

Voting Yea: 6

Voting Nay: 0

**Staff Updates:**

Clegg stated that there will likely be no December Planning Commission meetings.

Larsen gave an update on the Transportation System Plan. There will be an Advisory Committee Meeting on November 29 at 5:00, Open House immediately following 6:30 at City Hall. Clegg stated that if there are three it needs to be noticed as a quorum.

**Round Table Discussions** (Committee comments about topics not listed on the agenda)

**Adjournment**

The meeting was adjourned at 8:05 PM.

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Jeffrey Parker, Chairperson  
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner

Draft

**Subject:** Re: Hawthorne Information  
**Date:** Monday, December 18, 2023 at 11:20:12AM Pacific Standard Time  
**From:** Kevin Strong  
**To:** Diane Golden  
**CC:** Blair Larsen

Hi Diane,

The Sweet Home School District redrew elementary boundary lines two years ago so Hawthorne Elementary School could accommodate additional growth. Hawthorne now has capacity for additional students.

We would like to have schools located near residential areas where students live. From that perspective, it makes sense to allow higher density residential development near Hawthorne.

We are hopeful that sidewalk improvements can continue along Long Street and Mountain View Road to make these streets safer for pedestrian traffic including students walking to and from Hawthorne Elementary School and Sweet Home Junior High School.

Thanks,  
Kevin Strong  
Business Manager  
Sweet Home School District  
1920 Long Street  
Sweet Home, OR 97386  
541-367-7122



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Resolution No. 1 for 2024 – Adopting City Public Art Program Policies and Guidelines

**Preferred Agenda:** January 23, 2024

**Submitted By:** Cecily Hope Pretty, Administrative Services Director

**Reviewed By:** Kelcey Young, City Manager

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

**Relevant Code/Policy:** SHMC Chapter 2.10

**Towards Council Goal:** Be an effective and efficient government

**Attachments:** Resolution No. 1 for 2024

---

## **Purpose of this RCA:**

To adopt a resolution formalizing the Public Art Program Policies and Guidelines for the City of Sweet Home.

## **Background/Context:**

The City of Sweet Home’s Ad Hoc Committee on Arts and Culture recommended policies and guidelines to govern the acquisition, retention, and deaccession of public art at their meeting on November 21, 2023. The City has not previously had a policy regarding public art.

## **The Challenge/Problem:**

The City of Sweet Home does not currently have a formalized process to attract, support, and maintain public art projects. The establishment of clear policies and guidelines will ensure clarity and consistency for the selection and support of future public art projects. The proposed policies and guidelines make clear the goals and objectives of the City’s public art program; the criteria of artwork; the selection of artists; the responsibilities of artists, the City of Sweet Home, and the Ad Hoc Committee on Arts and Culture; and the expectations regarding ownership, reproduction, resiting, resale, alteration, maintenance, and deaccessioning.

## **Stakeholders:**

- **Staff**– Staff will be able to support selection, implementation, and maintenance of public art with clear policies and guidelines.
- **Council** – The City Council will be able to review public art recommendations from the Ad Hoc Committee on Arts and Culture and any of its selection juries with confidence that the process was consistent and fair, and supportive of the arts for the City of Sweet Home.
- **Citizens** – Citizens can submit public art project proposals with clear knowledge of the process and expectations.

**Issues and Financial Impacts:**

There is no financial impact from approval of this resolution. Resources will be allocated on a case-by-case basis, in alignment with the City Budget, to support any future art projects under the governance of these policies and guidelines.

**Elements of a Stable Solution:**

The City would adopt clear policies and guidelines to support future public art enhancements for the community.

**Options:**

1. Option #1 – Do Nothing. The policies and guidelines would not be adopted and the City would review all public art opportunities on a case-by-case basis without consistent expectations.
2. Option #2 – Direct staff to amend Resolution No. 1 for 2023 and bring it back to City Council for consideration.
3. Option #3 – Make a Motion to approve Resolution No. 1 for 2023 and adopt the City of Sweet Home Public Art Program Policies and Guidelines.

**Recommendation:**

1. Option #3 – Make a Motion to approve Resolution No. 1 for 2023 and adopt the City of Sweet Home Public Art Program Policies and Guidelines.

RESOLUTION NO. 1 FOR 2024

SWEET HOME RESOLUTION ADOPTING CITY PUBLIC ART POLICIES AND GUIDELINES

WHEREAS, the City of Sweet Home desires to promote arts and culture within its boundaries through development of an art program which contributes to and enhances community identity and pride; and

WHEREAS, such a program shall provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media; and

WHEREAS, the City of Sweet Home strives to increase public exhibition opportunities for artists who live or work in the Sweet Home area; and

WHEREAS, the City of Sweet Home encourages public participation and interaction with public spaces, kindling awareness of how surrounding impact experience; and

WHEREAS, public art enriches the public environment for both residents and visitors through incorporation of the arts; and

WHEREAS, the Ad Hoc Committee on Arts & Culture developed a draft Public Art Policy and recommended to forward it to the full City Council for consideration in order to attract, select, and support art projects for the good of the community;

NOW, THEREFORE, BE IT RESOLVED that the City of Sweet Home hereby adopts the City of Sweet Home Public Art Program Policies and Guidelines as attached.

This resolution shall become effective upon being passed by the City Council and approved by the Mayor.

PASSED by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

## City of Sweet Home Public Art Program Policies and Guidelines

The City of Sweet Home Public Art Program Policies and Guidelines are designed to guide the City's acquisition, retention, and deaccession of public art. The City Arts and Culture Committee will administer the Public Art Program, as outlined in the following policies and guidelines.

### Goals and Objectives of the Public Art Program

- Develop a program which contributes to and enhances community identity and pride;
- Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media;
- Increase public exhibition opportunities for artists who live or work in the Sweet Home area;
- Encourage public participation and interaction with public spaces, kindling awareness of how surroundings impact experience;
- Enrich the public environment for both residents and visitors through incorporation of the arts.

### Criteria of Artwork

Highest quality of aesthetic experience is the primary criterion for selection of public art in Sweet Home. The objective of the Public Art Policy is to develop a worthwhile, enduring and varied collection of artworks that enhances, enlivens and enriches the City while reflecting the values of the community. In the context of these objectives, the following guidelines apply:

<i>Media</i>	All visual art forms and materials will be considered.
<i>Style</i>	Artwork reflecting any school, movement, method style will be considered.
<i>Range</i>	Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; folk art, craft or fine art; temporary or permanently installed, borrowed or purchased.
<i>Theme</i>	The theme of public artworks must center on Sweet Home's natural environment, natural resources, or history.
<i>Character</i>	Artworks must be appropriate in scale, media, style and content to the project and environment to which they will relate.
<i>Permanence</i>	Consideration should be given to structural and surface integrity and should not require excessive maintenance and repair costs.



*Design Elements* In addition to meeting aesthetic requirements, public art may also be asked to serve as a means of defining architectural space, e.g. establish focal points, clarify, identify, indicate boundaries, modify, and/or enhance specific spaces.

*Public Safety/  
Liability* Artworks and art places must be free of unsafe conditions or other factors bearing on public liability.

*Diversity* The Public Art Program should strive for diversity, reflecting the social, ethnic and cultural fabric of the City.

## **Selection of Artists**

Artists will be chosen based on their qualifications as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand. Selected artwork will be original work completed by the submitting artist.

Specifically excluded are works completed by students under the supervision of art instructors or completed to satisfy course requirements.

### *Selection Methods*

Artwork may be selected by purchase, commission, donation, or by contract with the artist as part of a design team. An artwork may also be selected for purchase on its own merit, independent of the artist. Types of selection are as follows:

<i>Direct Selection</i>	Artist(s) chosen directly by Selection Jury
<i>Limited Competition</i>	A small number of artists are invited by Selection Jury to submit proposals.
<i>Open Competition</i>	All artists are welcome to apply, subject to limitations established by Selection Jury.
<i>Invitation</i>	Based on reputation and experience, an artist is invited by the Selection Jury and paid to develop a proposal.
<i>Donation</i>	Triggered by a citizen offer to contribute artwork to the Public Art Program, the Selection Jury will review the work in terms of whether it satisfies stated "Criteria of Artwork" elements, and whether a suitable and appropriate site exists to exhibit the artwork.

### *Selection Jury*

The City Arts and Culture Committee will be responsible for coordination, selection, and purchase of artwork for the Public Art Program, using the procedures established and described in this document. The Committee will appoint members to the Selection Jury. Each Jury will be comprised of at least the following:

- A minimum of two arts professionals (specifically excluding dealers, agents, or representatives of artists applying to the Jury;)
- Two members of the Arts and Culture Committee, one serving as chair of the Jury and the other as a voting member. The Chair will vote only to break a tie
- One member of the community-at-large or neighborhood association, if applicable
- Two representatives of the department or area most closely aligned with the project under consideration

### *Duties and Responsibility of the Selection Jury*

- Review, evaluate, and discuss credentials, proposals, and/or materials submitted by the artists.
- Via majority vote, recommend the award of the commission or decide to further investigate two or three finalists.
- If further investigation of finalists is decided, draft list of information and/or additional materials required. Conclude investigation as rapidly as possible, convene for further discussion and, via majority vote, recommend awarding of the commission.
- Inform the Arts and Culture Committee in writing of Selection Jury's decision to recommend, citing reasons for selection.
- If the Selection Jury cannot reach an agreement, the matter will be referred to the Arts and Culture Committee.
- The Selection Jury retains the right to make no selection if, in its opinion, there is insufficient merit among the submissions. If this occurs, the Arts and Culture Committee will determine whether to recommend that the project be abandoned, begin a new selection process, or take some other course of action.

### **Artist Responsibilities**

- If selected for a commissioned artwork, the artist shall:
  - Be willing to sign and abide by the terms stated within a Personal Services contract with the City of Sweet Home.
  - Execute and complete the work in a timely and professional manner.
  - Maintain an effective working relationship with the project team and staff.
  - Advise the Arts and Culture Committee immediately of any significant changes to the scope, materials or design of the work after contract is signed (all changes must be reviewed and approved prior to completion, in accordance

- with the City requirements).
- Be responsible for all design and execution of the work, including site preparation and installation, unless otherwise stipulated in the contract.
- If an existing work is selected for a portable art collection, the artist (or owner) shall:
  - Deliver the selected piece promptly.
  - Ensure that it is substantially and wholly is the same work whose image was reviewed by the Selection Jury.
  - Provide transfer of title to the City of Sweet Home, and third-party substantiation of stated value.
- Artists' works will be the original product of the artist's own creative efforts and do not infringe on any third party's copyrights or other intellectual property rights.

### **City of Sweet Home Responsibilities**

- Exert reasonable efforts to ensure that any commissioned and/or purchased artwork is available for public viewing and, when available for public viewing, is displayed in an appropriate and respectful manner.
- Exert reasonable efforts to protect the artwork from theft, vandalism, or other damages.
- Maintain insurance policies providing coverage for theft, vandalism, or other damages to the artwork.
- Coordinate publicity and media attention for artwork.

### **Arts and Culture Committee Responsibilities**

- Manage and administer all implementation aspects of the Public Art Program as follows, coordinating with others (City staff as appropriate and necessary):
  - participate in development of possible Public Art sites.
  - draft and distribute artist prospectuses, stating project goals and site plan.
  - convene Selection Jury and coordinate its work.
  - prepare and monitor all tracking documents, including artist records, art inventories, and contracts.
  - coordinate all physical and logistical components of art installation.
  - coordinate preparation of any necessary signage, including identification labels and/or plaques.
- Serve as information conduit and link between artists, project and building managers (City staff) and others as necessary to ensure a trouble-free project flow.
- Serve as resource, guide and counsel to the Sweet Home City Council and the City Manager regarding planning and other issues related to the Public Art Program.

### **Ownership/Copyright/Reproduction/Resiting/Resale**

- Work purchased, commissioned, or accepted as a donation shall be the property of the City of Sweet Home.
- The City intends that the work shall remain accessible to public viewing for as long as the City owns the work. The City retains the right to transfer work from one City-owned site to another, as it deems necessary, or to place in storage in another facility, or to make a temporary loan to another agency or organization.
- After purchase or commission is awarded, the artist/City relationship will be defined by a standard contract addressing copyright, reproduction, and resale issues.

### **Non-destruction/Alteration/Maintenance**

- The City generally will not purposefully destroy, damage, alter, modify, or otherwise change a public artwork work. If any alteration occurs after the receipt of the work by the City, whether intentional or accidental, the Artist has the right to request that the work shall no longer be represented to be the work of the Artist.
- The City shall be responsible for the proper cleaning, maintenance, and protection of the work after its installation, considering any written instructions provided by the Artist at the time of delivery of the work.
- These provisions shall be followed unless otherwise specified by contract.

### **Deaccessioning**

- Based on criteria developed by the Arts and Culture Committee and City staff, artworks may be released from future City ownership and offered for sale, following procedures stated above in Ownership/Copyright/Reproduction/Resiting/Resale. Written records of the entire process shall be maintained. Outside appraisals or opinions shall be used when appropriate.
- Proceeds from sales or deaccessioned artwork shall be used to fund additional purchases or commissions conforming to the Criteria and Selection Methods described above.



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Ordinance No. 1 for 2024 – Codifying the Community Health Committee

**Preferred Agenda:** January 23, 2024

**Submitted By:** Cecily Hope Pretty, Administrative Services Director

**Reviewed By:** Kelcey Young, City Manager

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

**Relevant Code/Policy:** SHMC Chapter 2.10

**Towards Council Goal:** Be an effective and efficient government, rejuvenate essential services

**Attachments:** Ordinance Bill No. 1 for 2024

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**Purpose of this RCA:**

To codify the Community Health Committee for the City of Sweet Home.

**Background/Context:**

The City of Sweet Home wishes to codify its Community Health Committee. The committee would be an advisory board to the City Council and would make recommendations regarding community health challenges and resources in the City of Sweet Home, in addition to supporting community health events and providers.

**The Challenge/Problem:**

The Community Health Committee has been meeting on an ad hoc basis without a formalized governance structure or codified advisory authority. The community health needs of the City of Sweet Home necessitate an ongoing commitment to assessing, supporting, and attracting community health resources.

**Stakeholders:**

- Staff– Staff will be able to route community health concerns and suggestions to the Community Health Committee for their review and recommendations.
- Council – The Community Health Committee will be an advisory board that can make recommendations to the City Council as well as review items Council requests of the committee.
- Citizens – Citizens can have input on community health by either attending committee meetings or joining the committee as board members. The committee will also provide a centralized inventory of community health resources that the community can access.

**Issues and Financial Impacts:**

The ad hoc committee has historically received \$1,000 annually to support the Sweet Home

Community Health Fair. The Community Health Committee will receive this amount as a formal line item in the annual budget moving forward.

**Elements of a Stable Solution:**

Codification of the Community Health Committee to assess existing community health resources, make recommendations to City Council, support improved health in the community, and review all community health matters referred to it by the City Council in accordance with Sweet Home Municipal Code Section 2.10.

The Committee would review any requests regarding community health and make recommendations to the City Council.

**Options:**

1. Option #1 – Do Nothing. The Community Health Committee would not be codified, and items of concern would be considered by the City Council and staff.
2. Option #2 – Direct staff to amend Ordinance Bill No. 1 for 2024 and bring it back to Council for consideration.
3. Option #3 – Make a Motion to Move Ordinance Bill No. 1 for 2024 to first reading.

**Recommendation:**

1. Option #3 – Make a Motion to Move Ordinance Bill No. 1 for 2024 to first reading.

ORDINANCE BILL NO. 1 FOR 2024

ORDINANCE NO. \_\_\_\_\_

SWEET HOME ORDINANCE CODIFYING THE COMMUNITY HEALTH COMMITTEE

WHEREAS, the Community Health Committee has been meeting on an ad hoc basis for an extended period of time; and

WHEREAS, the community health needs of the City of Sweet Home necessitate ongoing and formal commitment to identifying existing and new health resources; and

WHEREAS, The Sweet Home City Council desires to codify the Community Health Committee;

Now therefore,

The City of Sweet Home does ordain as follows:

Section 1. SHMC 2.10.010 is amended by adding thereto subsection C. to read as follows:

C. Community Health Committee

Section 2. SHMC 2.10.050 is amended by adding thereto subsection C. to read as follows:

*C. Community Health Committee.* The duties and powers of the Community Health Committee shall be as follows:

1. To conduct an inventory of existing community health resources in Sweet Home and present a written report to the City Council of its findings.
2. To develop and recommend to the City Council, for its adoption, ordinances and policies related to improving community health resources in the City of Sweet Home.
3. To provide financial and planning support for the annual Sweet Home Community Health Fair.
4. To provide funding, volunteers, and/or support for any action improving community health resources directed by Council vote.
5. To meet a minimum of twice per year.
6. To review all community health matters that are referred to it by the City Council.

PASSED by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_,  
2024.

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Mayor

ATTEST:

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City Manager - Ex Officio City Recorder





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

## Sweet Home Public Library

### Statistics

December 2023	This month Dec 2023	Last month Nov 2023	Year to date 2023	Previous year 2022
<b>Patron Activity</b>				
Door Count	2599	2429	31,161	30,342
Program participants (all ages)	138	233	2127	589
Total programs(all ages)	17	16	148	41
<b>Circulation and Renewals</b>				
Checkouts & renewals	5212	5377	62,060	52,702
E-audio & E-book checkouts	673	650	6971	5692
Total items checked out	5885	6027	69,031	58,394
<b>Public Computers</b>				
Logins	190	180	2597	2497
<b>Resource Sharing Savings</b>				
Cost savings	4155.56	5281.72	59,496.76	35,892.88
Items borrowed by consortium libraries	323	447	4266	2949
Items borrowed from consortium libraries	309	299	3871	2873
<b>Volunteer Hours</b>				
Hours worked by volunteers	33	54.5	671.75	528
<b>New Library Patrons</b>				
New patron cards issued	37	33	623	606

**Events this month:** We offered 3 storytimes, 4 movie afternoons, 1 author talk, and 2 community read discussions. All were well attended.

**Building updates:** We should have a new janitor in place soon to help with the cleanliness of the building. The Friends of the Library purchased a new large rug for the Children's area that will be here soon.

**Items of note:** We received a grant from the John Henry Eldred Jr Foundation for children's media. We purchased about 60 non fiction and Spanish language VOX books.

# MEMORANDUM



TO: City Council  
Kelcey Young, City Manager  
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: January 23, 2024

SUBJECT: Community and Economic Development Department Report for December, 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from November 1<sup>st</sup> to November 30<sup>th</sup>, 2023.

## 1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	December, 2023	November, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	0	1	12	36	27.4
Residential Demolition	1	0	10	9	8.4
Residential Manufactured Dwellings	0	0	4	2	11.6
Residential Mechanical Permits	9	8	91	100	106
Residential Plumbing	0	0	24	30	29
Residential Site Development	0	0	0	1	0.6
Residential Structural	1	2	33	54	51.8
Commercial Alarm or Suppression Systems	0	0	2	1	3.2
Commercial Demolition	0	0	5	2	3.4
Commercial Mechanical	2	0	11	17	17
Commercial Plumbing	0	0	11	5	9.8
Commercial Site Development	0	0	1	5	2.8
Commercial Structural	4	3	26	33	38.4
<b>Total Permits</b>	<b>17</b>	<b>14</b>	<b>230</b>	<b>295</b>	<b>309.4</b>
<b>Value Estimate of All Permits</b>	<b>\$1,139,442.00</b>	<b>\$597,400.00</b>	<b>\$10,728,408.94</b>	<b>\$30,928,533.31</b>	<b>\$20,430,248.58</b>
<b>Fees Collected</b>	<b>\$12,537.72</b>	<b>\$8,212.94</b>	<b>\$133,127.61</b>	<b>\$336,902.20</b>	<b>\$258,215.53</b>

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
  - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. **Construction is complete, and the building now has a Certificate of Occupancy.**
  - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41<sup>st</sup> Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
  - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. Development of the road and infrastructure is complete, and construction of the first buildings has begun.
  - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. The construction timeline is unknown.
  - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
  - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45<sup>th</sup> Avenue, just north of Kalmia Street. Planning approval was granted in June. Road, sidewalk, and other infrastructure construction is complete.

## 2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	December, 2023	November, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Adjustments	0	1	1	0	N/A
Annexations	0	0	0	1	0.4
Code Amendments	0	0	3	1	0.8
Conditional Use	0	0	3	11	8.8
Partition	0	0	4	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	0	3	21	13.4
Vacation	0	0	1	0	0
Variance	0	1	4	3	3.6
Zoning Map Amendment	0	0	2	1	2.2

- 4 Land Use Application were submitted in December.
- 6 Land Use Applications are pending final approval.
- 4 Fence Permit was issued in December.
- 0 Temporary RV Permits were issued in December.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. The project is fully underway.
- Staff will soon be kicking off the City's new Housing Production Strategy. This project is grant funded, and fulfills a State requirement.
- The Planning Commission last met on November 16<sup>th</sup>. The next scheduled meeting is February 1<sup>st</sup>, 2024.

## 3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this 'Downtown Focus Group' have been productive, and the participants are excited with the ideas generated thus far. This group recently traveled to Independence to learn from efforts there to improve their downtown met last week to discuss what has been learned. The group consensus is that Sweet Home should follow the community vision process that Independence described by restarting SHARE, a previous revitalization effort.

- The first phase of implementing the Downtown Streetscape and Parking Plan is underway. Staff have drafted plans to convert 10<sup>th</sup> and 13<sup>th</sup> Avenues between Long and Main Streets to one-way parking to allow for additional parking and the EV charging station. The Council recently approved changing these streets to one-way southbound traffic. Staff are currently finalizing the parking plan, after which the areas will be striped and signs and delineators installed.
- The EV Charging Station project has been delayed by concerns raised by Pacific Power. Staff are working with the contractor to mitigate the problems and get the project back on track.

#### 4. CODE COMPLIANCE

- Summary of Actions.

Case Status	December, 2023	November, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
New Complaints-Residents	10	12	243	103	90.3
New Complaints-Officer	2	2	39	71	72.5
Violations Resolved	7	5	125	98	248.6
Complaints Noted with No Violation Found	2	8	111	23	22.8
Open Cases at End of Period	61	58	61	73	22.7
Citations	4	3	30	0	3
Abatements	0	2	8	3	1
Enforcement Type	December, 2023	November, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Animal	4	2	38	29	43
Blight	1	1	17	0	1
Illegal Burn	3	2	7	2	1.8
Illegal Dumping	0	2	2	1	0.6
Illegal Parking	1	0	3	6	9
Illegal Sign	0	0	1	0	2.2
Junk/Abandoned Vehicle	1	1	34	16	10.4
Minimum Housing	0	0	3	0	2.6
Occupying an RV	1	2	44	21	37.8
Open Storage	1	2	51	30	59.8
Other	0	1	29	7	18
Public Nuisance	0	1	14	6	40
Public Right-of-way	0	0	9	0	10.2
Tall Grass & Weeds	0	0	28	51	108.4
Vacant Lot	0	0	2	0	0.2

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

## **5. PARKS**

- The Park and Tree Committee last met on January 17<sup>th</sup>. Their next meeting will be February 21<sup>st</sup>, 2024.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park. The application has passed the first review, and Staff gave a presentation to the grant review committee on June 27<sup>th</sup>. Staff recently received an award letter for this grant. The next steps are to continue gathering donations and start the procurement process for the work.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.

## **6. OTHER PROJECTS**

- Willow Street Neighborhood LID: Staff have finalized a financing plan, and recently received approval from the financing agency. A Request for Proposals was issued, however new information on current conditions has come to light which requires the RFP to be reissued.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Engineering on the 2<sup>nd</sup> Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant, is complete and a Request for Proposals for the work has been issued. A contract for the remaining work has been signed, and the contractor has ordered materials and equipment. This project has been delayed by ODOT permitting, however permits were recently granted, and Staff are working with the contractor to get the project moving again.

OCTOBER 2023 COUNCIL REPORT-CALLS FOR SERVICE

CALLS FOR SERVICE	Dec-23	Dec-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
<b>PERSON CRIMES</b> (Homicide, Assault, Harassment, Sex Crimes, Menacing, Reckless Endanger, Kidnap, Domestic Violence, Elder & Child Abuse, etc)	12	21	247	194	21.46%
<b>PROPERTY CRIMES</b> (Arson, Burglary, Theft, Criminal Mischief, Motor Vehicle Theft, Robbery, Unlawful Entry into Motor Vehicle, Reckless Burning, etc)	38	88	653	685	-4.67%
<b>SOCIETY CRIMES</b> (Drive Under Influence of Intoxicants, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Escape, Runaway, Drug Offenses, Weapon Offenses, etc)	21	24	296	296	0.00%
<b>OREGON SPECIFIC CRIMES</b> (Protective Custodies, Traffic Crimes other than DUII, Warrant Arrests)	46	50	721	559	22.47%
<b>TOTAL CRIMES REPORTED</b>	117	183	1917	1734	9.55%
<b>TOTAL CRIMES CLEARED</b>	79	89	1268	1094	15.90%
<b>NON CRIMINAL CALLS FOR SERVICE</b> (Abandoned Vehicles, Agency Assists, 911 hangups, Alarm Calls, Ambulance Assist, Animal Calls, Death Investigations, Disturbances, Domestic Disputes, Juvenile, Motor Vehicle Crashes, Public Assists, Suspicious Activity, Traffic, Trespass Warnings, etc)	751	703	8661	8162	5.76%
<b>TOTAL CALLS FOR SERVICE</b>	868	886	10578	9896	6.45%
<b>TOTAL INCIDENT NUMBERS ISSUED</b>	827	805	9854	9323	5.39%
<b>TOTAL CAD NUMBERS ISSUED</b>	1522	1375	18597	16878	9.24%

ARRESTS	Dec-23	Dec-22	2023 TO DATE	2022 TO DATE	YEAR TO DATE CHANGE
<b>TOTAL PERSONS ARRESTED</b>	47	51	756	729	3.57%
<b>TOTAL ADULTS ARRESTED</b>	45	49	709	665	6.21%
<b>TOTAL JUVENILES ARRESTED</b>	2	2	47	64	-26.56%
<b>TOTAL CHARGES</b>	93	98	1448	1315	9.19%
<b>TOTAL ADULT CHARGES</b>	87	91	1393	1238	11.13%
<b>TOTAL JUVENILE CHARGES</b>	6	7	55	84	-34.52%

October 2023 Council Report-Traffic

<b>CITATIONS ISSUED</b>	<b>Dec-23</b>	<b>Dec-22</b>	<b>2023 TO DATE</b>	<b>2022 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
<b>Chapter 803 Vehicle Title and Registration</b> (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	2	0	18	5	72.22%
<b>Chapter 806 Financial Responsibility Law</b> (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	11	13	127	85	33.07%
<b>Chapter 807 Driving Privileges, Licenses and Permits</b> (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	3	1	38	18	52.63%
<b>Chapter 811 Rules of the Road for Drivers</b> (Speeding, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	21	21	245	158	35.51%
<b>Chapter 813 Driving Under Influence of Intoxicants</b> (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	1	6	21	20	4.76%
<b>Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Motorcycles; Bicycles</b> (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	0	0	0	0	0.00%
<b>Chapter 815 Vehicle Equipment Generally</b> (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	0	0	0	0	0.00%
<b>Chapter 816 Vehicle Equipment</b> (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	0	0	0	1	0.00%
<b>Chapter 818 -821</b> (Vehicle limits, abandoned vehicle, special provisions, off road vehicles)	0	0	0	0	0.00%
<b>TOTAL CITATIONS ISSUED</b>	38	41	449	287	36.08%
<b>TOTAL PERSONS CITED</b>	27	20	277	194	29.96%
<b>TOTAL WARNINGS ISSUED</b>	132	45	1348	828	38.58%
<b>TOTAL TRAFFIC STOPS</b>	160	65	1639	1018	37.89%

<b>MOTOR VEHICLE CRASHES</b>	<b>Dec-23</b>	<b>Dec-22</b>	<b>2023 TO DATE</b>	<b>2022 TO DATE</b>	<b>YEAR TO DATE CHANGE</b>
MVC-FATAL	0	0	0	0	0.00%
MVC-INJURY	3	4	30	23	23.33%
MVC-NON INJURY	8	13	89	94	-5.32%
HIT & RUN VEHICLE INJURY	1	0	4	0	100.00%
HIT & RUN PROPERTY	3	6	66	49	25.76%
<b>TOTAL CRASHES</b>	15	23	189	166	12.17%

<b>CRASHES INVOLVING DUII ARREST</b>	1	3	25	28	-10.71%
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