CITY OF SWEET HOME
CITY COUNCIL
AGENDA - REVISED

August 23, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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

Mission Statement

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

Meeting Information

The City 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 1-971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 226 531 982#

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) Approval of Minutes:

i) 2022-08-09 City Council Minutes - ES (pg. 4)

ii) 2022-08-09 City Council Minutes (pg. 6)

iii) 2022-08-10 City Council Minutes - ES (pg. 11)

iv) 2022-08-11 City Council Minutes - ES (pg. 13)

v) 2022-08-15 City Council Minutes - ES (pg. 15)

IV. Recognition of Visitors and Hearing of Petitions:

a) Introduction of Matt Brown - Interim Finance Director

V. Old Business:

a) Public Hearing: Community Development Block Grant (pg. 17)

b) Request for Council Action – Appointment of Manager Pro Tem (pg. 26)

c) Request for Council Action – Contract for Services – Finance Director Pro Tem (pg. 28)

d) Request for Council Action - ODOT Art in the Public Right-of-Way Agreement (pg. 40)

VI. New Business:

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

a) Public Hearing: Legislative Amendment LA22-01 (pg. 58)

b) Request for Council Action – Resolution No. 30 for 2022- A Resolution Approving the City Manager Employment Agreement (pg. 388)

c) Request for Council Action –Approving the Consulting Transition City Manager Employment Agreement (pg. 397)

d) Request for Council Action – Contract for Services – Merina and Company (pg. 403)

e) Request for Council Action - Electronic Construction Document Control System Software and Support Services RFP (pg. 408)

f) Request for Council Action - Mahler WRF Construction Support Services Proposal (pg. 449)

g) Request for Council Action - ODOT US 20/OR 228 ADA Ramp Add-Work Agreement (pg. 462)

h) Request for Council Action -IGA Transportation and Growth Management Grant (pg. 473)

i) Request for Council Action - Emergency Contract for Water Main Break Repair (pg.)

VII. Ordinance Bills

a) Request for Council Action and First Reading of Ordinance Bills

b) Second Reading of Ordinance Bills

c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health

Administrative and Finance/Property

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report

City Manager's Report

i) Council Tracker (pg. 548)

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

Public Works Director

i) DEQ Reports, Approval and Noncompliance Letters (pg. 549)

Finance Director

Police Chief

i) Police Department Monthly Report (pg. 564)

City Attorney

XI. Council Business for Good of the Order

a) Samaritan Health Invitation to Ground Breaking (pg. 574)

XII Adjournment

CITY OF SWEET HOME
CITY COUNCIL EXECUTIVE SESSION
MINUTES

August 09, 2022, 5:30 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.
Please sign in if you wish to speak as Executive Sessions are not open to the public.

Meeting Information

Call to Order

The meeting was called to order at 5:30 PM.

Roll Call

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

STAFF
Christy Wurster, City Manager Pro Tem
Jeff Lynn, Police Chief
Julie Fisher, Administrative Services Manager

MEDIA
Benny Westcott, The New Era

Mayor Mahler read the Executive Session Announcement.

The Sweet Home City Council will now meet in Executive Session to consider and discuss advice provided by legal counsel.

The executive session is held pursuant to ORS 192.660 (2) (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Official representatives 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 the executive session, except to state the general subject of the session as previously announced. No formal actions may be taken in executive session.

Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.

The Council was updated on current labor negotiations. No decisions were made during the meeting.

Adjournment

The meeting adjourned at 6:20 PM.

_____
Mayor

ATTEST:

_____
City Manager – Ex Officio City Recorder

CITY OF SWEET HOME
CITY COUNCIL
MINUTES

August 09, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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Call to Order and Pledge of Allegiance

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

Roll Call

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

STAFF
Christy Wurster, City Manager Pro Tem
Jeff Lynn, Chief of Police
Julie Fisher, Administrative Services Manager
Blair Larsen, Community and Economic Development Director
Trish Rice, Engineering Technician
Megan Dazey, Library Services Director
Lagea Mull, Communications Specialist
Steven Haney, Plant Operations Manager

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.

MEDIA
Benny Westcott

Consent Agenda:

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

Approval of Minutes:

a) 2022-07-22 City Council Meeting - ES

b) 2022-07-26 City Council Minutes

Recognition of Visitors and Hearing of Petitions:

a) New Police Officer Swearing In Ceremony - Cody McPherson

Police Chief Jeff Lynn introduced new officer Cody McPherson who brings the department to full staff. City Manager Pro Tem Christy Wurster swore in Officer McPherson.

b) Presentation from Oregon RAIN

Nate Conroy, Linn Benton Venture Catalyst with Oregon RAIN, presented a Quarter 2 Summary. Stats specific to Sweet Home were presented. Oregon RAIN works to support new entrepreneurs in our community and small business owners in eight cities in Linn and Benton counties.

Old Business:

a) Request for Council Action - Mahler WRF Improvements Project Ph1 Bid Posting

Engineering Technician Trish Rice introduced the request for the bid posting for Phase 1 for the Mahler Water Reclamation Facility. Staff will return to Council in October for bid award.

Preston VanMeter with West Yost Engineering was available to answer questions and indicated ground breaking would happen in mid October.

Councilor Sanchez requested the goal of using local contractors and subcontractors if qualified and available. Preston VanMeter stated that he believes many of the dollars spent for the project will stay in the community and acknowledged the importance of that.

Motion made to approve the contract with language to encourage local contractor selection by Councilor Sanchez, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

b) Request for Council Action - 9th Avenue Waterline Replacement Project – Contract Award

Engineering Technician Trish Rice presented the request for the 9th Avenue Waterline Replacement Project. Bids were solicited in May 2022, with six contractors participating. All six bids were over budget, therefore staff suggests removing Schedule B. The bid for Scheduled A was $663,825 and a 15% contingency will be in place. There would be over $200k in ARPA Funds remaining, however those funds could not be able to be used towards paving Grape Street.

Councilor Sanchez recused herself due to a potential Conflict of Interest.

Motion made to approve the 9th Avenue Waterline Replacement Project Schedule A and setting aside $45,000 for paving Grape Avenue by Councilor Gourley, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Richards
Voting Abstaining: Councilor Sanchez

c) Request for Council Action – Council of Governments Recruitment Services IGA - Amendment

Christy Wurster, City Manager Pro Tem, presented the request to amend the contract with Oregon Cascades West Council of Governments for recruitment services for an additional $1,500.

Motion made to approve the contract extension by President Pro Tem Gerson, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

New Business:

a) Request for Council Action - Mahler WRF Special Inspections and Testing Services RFP

Engineer Technician Trish Rice presented the request for the Request for Proposal for Special Inspections for the Wastewater Treatment Plant. The third party inspections would be specialized inspections required by State Building Code. The RFP will be posted following the meeting if approved.

Motion made to approve the RFP for Special Inspection and Testing Services for the Wastewater Treatment Plant by Councilor Coleman, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

b) Request for Council Action - Northside Park Property Line Adjustments

Community and Economic Development Director Blair Larsen presented the request for a property line adjustment for Northside Park. A private donor has contributed funds to add a Dog Park area. Staff would like to combine all parcels into one to make future improvements to the park easier. The Park and Tree Committee has identified North Side Park and their next park for improvements.

Motion made by Councilor Richards, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

a) Ordinance Bill No. 4 for 2022 - Ordinance No. 1304 - Sweet Home Ordinance Declaring a Ban on Psilocybin Service Centers and the Manufacture of Psilocybin Products

Community and Economic Development Director Blair Larsen read Ordinance Bill No. 4 for 2022 by title only.

Motion made to approve Ordinance Bill No. 4 for 2022 by Councilor Coleman, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley,

Councilor Coleman, Councilor Sanchez, Councilor Richards

Reports of Committees:

Library Advisory Board

Councilor Coleman announced the Oregon Dino-story display going on at the library.

Youth Advisory Council

Councilor Gerson reported the YAC will be traveling to Newport on August 25th to visit the Newport YAC and Aquarium.

Reports of City Officials:

Mayor's Report

Mayor Mahler thanked Chief Lynn and the Police Department for their work during the Jamboree. Mayor Mahler reported the Jamboree had another successful year and is a good event.

Mayor Mahler reminded the Council of the 3PM Executive Session and the 6PM Meet and Greet for City Manager candidates on August 10th.

City Manager's Report

City Manager Pro Tem Christy Wurster congratulated the City Manager finalists, Blair Larsen and Kelcey Young. The Public was invited to the City Manager Meet and Greet Event starting at 6 PM on August 10th.

The Council authorized the City Manager Pro Tem to execute a contract with Rural Development Initiatives for a leadership program for youth and adults. The contract was included in the packet for Council.

The position of Finance Director has been posted with first review on August 19th.

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

Library Services Director

A written report was included in the packet.

a) Monthly Department Report - July 2022 (pg. 1448)

Community and Economic Development Director

A written report was included in the packet.

Community and Economic Development Director Blair Larsen reported that adding previous election results on Psilocybin to the ballot title was not advised. The ballot title needs to remain neutral and adding the previous vote tally may commit the current public to a position that the past public made.

At the request of the Mayor, a workshop regarding library facility will be on hold until new City Manager is in place.

A Public Hearing for the updated development code is needed. By Charter, the code will need to be read into the record. The Council requested it read in one meeting, which is estimated at 7 hours. CEDD Larsen will gather some dates to propose to the Council.

a) Monthly Department Report - July 2022

Public Works Director

A written report was included in the packet,

a) Monthly Department Report - July 2022

b) DEQ Approval Letter for WWTP Ph1

Councilor Gerson stated the DEQ approval letter had requirements that were all addressed in the project and thanked Engineer Technician Trish Rice and Preston VanMeter with West Yost on their work.

City Attorney

No Report.

Council Business for Good of the Order

Councilor Trask stated he called the Secretary of State and reported on the receipt of the audits beginning in 2018 and commented that the audit for 2021 fiscal year was not yet complete. Councilor Richards commented that he had asked the prior City Manager about the status of the audit and was told it was complete.

Councilor Sanchez thanked Christy Wurster for filing in as City Manger Pro Tem. Mayor Mahler also thanked Christy Wurster for all she has accomplished. Christy Wurster thanked staff for all they do.

a) Oregon Ethics Commission Newsletter

The Oregon Ethics Commission Newsletter was included in the packet.

Adjournment

The meeting adjourned at 7:27 PM.

_____
Mayor

ATTEST:

_____
City Manager – Ex Officio City Recorder

CITY OF SWEET HOME
CITY COUNCIL EXECUTIVE SESSION
MINUTES

August 10, 2022, 3:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.
Please sign in if you wish to speak as Executive Sessions are not open to the public.

Meeting Information

Call to Order

The meeting was called to order at 3 PM.

Roll Call

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

STAFF
Christy Wurster, City Manager Pro Tem
Ryan Schulze, OCWCOG (via MS Teams)

MEDIA
Benny Westcott, The New Era

The Sweet Home City Council will now meet in Executive Session to consider the employment of a City Manager.

The executive session is held pursuant to ORS192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent.

Representatives 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 or otherwise disclose any of the deliberations or anything said about these subjects during the 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.

Mayor Mahler read the Executive Session Announcement. The purpose of the Executive Session was to interview candidates for the position of City Manager. There were no official decisions made during the Executive Session.

Adjournment

The meeting adjourned at 5:24 PM.

_____
Mayor

ATTEST:

_____
City Manager Pro Tem - Ex Officio City Recorder

CITY OF SWEET HOME
CITY COUNCIL EXECUTIVE SESSION
MINUTES

August 11, 2022, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.
Please sign in if you wish to speak as Executive Sessions are not open to the public.

Call to Order

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

Roll Call

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

STAFF
City Manager Pro Tem Christy Wurster
Administrative Services Manager Julie Fisher
Police Chief Jeff Lynn
Library Services Director Megan Dazey
Ryan Schulze, OCWCOG

MEDIA
Benny Westcott

Mayor Mahler read the Executive Session Announcement.

The Sweet Home City Council will now meet in Executive Session to consider the employment of a City Manager.

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Representatives 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 or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced.

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.

No final action or final decision may be made in executive session.

Adjournment

The meeting adjourned at 7:27 PM.

_____

Mayor

ATTEST:

_____

City Manager Pro Tem - Ex Officio City Recorder

CITY OF SWEET HOME
CITY COUNCIL EXECUTIVE SESSION
MINUTES

August 15, 2022, 6:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi
PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.
Please sign in if you wish to speak as Executive Sessions are not open to the public.

Call to Order

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

Roll Call

PRESENT
Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley (6:05 PM)
Councilor Susan Coleman
Councilor Angelita Sanchez
Councilor Dylan Richards

STAFF
Christy Wurster, City Manager Pro Tem
Akin Blitz, Attorney (via phone)

MEDIA
Benny Westcott, The New Era

Mayor Mahler read the Executive Session Announcement.

The Sweet Home City Council will now meet in Executive Session to consider the employment of a City Manager.

The executive session is held pursuant to ORS192.660(2)(a) to consider the employment of a public officer, employee, staff member or individual agent.

Representatives 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 or otherwise

disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced.

Adjournment

The meeting adjourned at 7:11 PM.

_____
Mayor

ATTEST:

_____
City Manager Pro Tem - Ex Officio City Recorder

REQUEST FOR COUNCIL ACTION

Title:	Information Only: CDBG Second Public Hearing
Preferred Agenda:	August 23, 2022
Submitted By:	Blair Larsen, Community & Economic Development Director
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion ____ Roll Call ____ Other _X___
Relevant Code/Policy:	SH Charter, Chapter I, Powers of the City
Towards Council Goal:	Vision Statement, Aspiration II: Effective and efficient local government, Mission Statement, Goal 2.1 Update and streamline processes
Attachments:	Public Notice for CDBG Second Public Hearing Sweet Home/Linn County Community Lending Works Final Report SB2001 Final Completion Report

Purpose of this RCA:

The purpose of this RCA is to provide information regarding the Community Development Block Grant (CDBG) Second Public Hearing scheduled for the August 23, 2022 Council meeting.

Background/Context:

In 2020, the City applied for two Community Development Block Grants from the Federal Government through Business Oregon. One was completed in the fall of 2020, however the second, a business assistance grant program, was not completed until earlier this year. While the City was the applicant for this program, the program was run by Community Lending Works, and businesses throughout Linn County were eligible. The program involved no funding from the City, and only minimal staff time.

In order to complete the project, the Federal Government requires a second public hearing in order to hear comments from the public on the program. The public hearing involves only the reading of the public notice and allowing time for public comments. The public notice was drafted based on federal guidelines, and the specific wording in the notice was required.

For your information, staff have attached the final report from Community Lending Works, and the Final Completion Report for the grant.

The Challenge/Problem:

The completion of required Community Development Block Grant processes and documents.

Stakeholders:

- Sweet Home City Council – The City Council has the authority to approve applications for Community Development Block Grants.
- City of Sweet Home Staff – Staff members have worked to complete this project with Community Lending Works.
- The U.S. Government – The US Government has the authority to specify requirements for projects funded through Community Development Block Grants.
- Linn County Businesses – Linn County Businesses benefitted from the emergency assistance grants offered through this program.

Issues and Financial Impacts:

This project involved no direct spending of City funds, and only minimal staff time.

Elements of a Stable Solution:

An ideal outcome would be conducting a second public hearing to meet the requirements of the grant.

Options:

None. This is for information only.

Recommendation:

None. This is for information only.

Public Notice and Notice of Public Hearing
Posted: 8/09/2022

The City of Sweet Home is completing an Emergency Response Assistance project funded with Community Development Block Grant funds from the Oregon Business Development Department. The location of the project is: Linn County. It is estimated that the project has benefited at least 150 persons of whom 100% are low or moderate income.

A public hearing will be held by the Sweet Home City Council at 6:30 PM on Tuesday, August 23rd in the Council Chambers at Sweet Home City Hall, 3225 Main Street in Sweet Home. One of the purposes of the hearing is for the City Council to obtain citizens views about the project and to take comments about the local government's performance. Another purpose of the hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project. Written comments are also welcome and must be received by Monday, August 22nd at 3225 Main Street, Sweet Home, Oregon 97386. Both oral and written comments will be reviewed by the City Council.

The location of the hearing is accessible to persons with disabilities. Please contact Blair Larsen at 541-818-8036 if you will need any special accommodations to attend or participate in the hearing.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City's past use of Community Development Block Grant funds is available for public review at Sweet Home City Hall during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Blair Larsen at 541-818-8036 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

Community LendingWorks
CDBG Reporting – Final Narrative Report – April 2022

Community LendingWorks provided administration & underwriting of a CDBG small business grant to provide emergency assistance during Covid-19 to eligible Linn County businesses. The program fully launched in late Spring 2021, as it experienced a delayed start.

Due to limited interest & submission of qualifying applications, three separate rounds of promotion & disbursement of funds where completed. Four rounds are noted in this narrative; however, Round Two was simply an additional allocation of funds to a Round 1 business. Time frame of the grant did include a project extension thru April 1, 2022.

A total of 15 businesses were funded for the program after a full vetting process of applications received. Five communities within Linn County were provided funds – Sweet Home, Lebanon, Brownsville, Albany and Corvallis – Hwy 34. A total of 118 low-mod income owners & employees have been positively impacted by the funds in 2021 & 2022. The HUD goal was to assist 50 low-income individuals, so it is exciting that this goal was exceeded by 68 individuals.

Two sole proprietor/micro-enterprise businesses qualified due to total household income based on median income levels, all others were small, local businesses with low-mod, full-time and part-time employees, all making less than $34,000 or $36,150 annually in their position – depending on date of application utilized.
Please Note: Applications were update June 2021 with new HUD Income Levels. Some part-time employees were combined to create FTE positions according to the grant guidelines. All employees that provided a form have been reported.

Round One: Two sole-proprietors and six small businesses within Linn County qualified and the disbursement of $62,500 in grants funds and $6,250 in admin fees was processed. Invoice CDBG Linn 1, dated 9/2/21, total of $68,750.

- The Point Restaurant (Sweet Home) - $25,000
- Whole Flower Farms – (Corvallis – Hwy. 34/Linn County Address) - $5,000
- Pro Auto (Lebanon) - $5,000
- Main Street Café (Brownsville) - $5,000
- So Fly Hair Salon (Lebanon) - $5,000
- Growler Café (Lebanon) - $12,500
- Molly Slack, DDS (Lebanon) - $2,500
- Steelhead Fitness (Sweet Home) - $2,500

Round Two: So Fly Salon (Lebanon) had additional employees that qualified, for an additional $2,500 grant disbursement and $250 in admin fees. Invoice CDBG Linn 2, dated 9/13/21, total of $2,750.

- So Fly Hair Salon - $2,500

Round Three: Two small businesses within Linn County qualified and the disbursement of $62,500 in grants funds and $1,750 in admin fees was processed. Invoice CDBG Linn 3, dated 12/6/2021, total of $19,250.

- Gateway Imprints (Lebanon) - $7,500
- Bigfoot Grille (Lebanon) - $10,000

Round Four: Four small businesses within Linn County qualified and the disbursement of $53,865 in grants funds and $5,385 in admin fees was processed. Invoice CDBG Linn 4, dated 3/30/2022, total of $59,250.

- Jerry's Premier Construction (Albany) - $15,000
- Bodhi Artisan Bakery (Albany) - $12,500
- Motel 6 (Albany) - $7,500
- Veracity Spirits (Albany) - $13,865
- Waterloo Country Store (Lebanon) – $5,000

Of the $150,000 grant allocation, all $150,000 was utilized. $136,365 was disbursed directly to businesses located within Linn County. A 10% administration fee was provided to CLW, which should have totaled $15,000, however, an extra $1,365 was accidentally allocated to businesses, so a $13,635 admin fee was charged by CLW – maintaining the $150,000 grant budget.

Businesses that received funds are extremely thankful that this opportunity was available to them via Linn County. They have expressed that they will be forever grateful as the funds helped them tackle the ongoing obstacles that they continue to experience due to the pandemic - mainly that the funds are allowing them to maintain the employment of key employees and continue day-to-day operations.

The following challenges or areas of concern during this grant project:

- Difficult grant program to promote/market effectively
- Lack of interest and/or knowledge of grant program within the community
- Restrictive qualification criteria
- Sheer amount of required /sensitive documents to be submitted was too much for businesses
- Minimal amount of funds available per employee/sole proprietor
- Burn-out of business community in relation to Covid & government funding opportunities
- Time intensive on the underwriting/processing side - including tracking down of all information required from businesses

Lisa Hartwick

- Lisa Hartwick
  CED Equity Fund & Personal Loan Manager
  Community LendingWorks
  4/26/2022

Business Oregon
Project Completion Report
Community Development Block Grant Supplement

SECOND PUBLIC HEARING (FOR ALL PROJECTS AWARDED AFTER JANUARY 1, 1999):

Date notice of the hearing was published or posted: 10/13/2020, 12:00pm

Location where notice was published or posted: Sweet Home City Hall (3225 Main Street, Sweet Home, OR), City website, mailing lists, and social media pages

Date hearing was held: 10/20/2020, 5:30pm

Location where citizens can review project information: City Hall (3225 Main Street, Sweet Home, OR), www.sweethomeor.gov

UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS:
List any unpaid and unsettled third-party claims against the grant. Describe circumstances and amounts involved.

FOR ALL CDBG PROJECTS, COMPLETE THE FOLLOWING SECTIONS:

1. PROJECT BENEFICIARIES:

Race/Ethnicity of Persons Benefiting from Project:

Race:	Total #	Ethnicity: # of Hispanic
White	110	13
Black/African American		
Asian	3	0
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander	1	0
American Indian/Alaskan Native & White	3	0
Asian & White	2	0
Black/African American & White		
American Indian/Alaska Native & Black/African American		
Other Multi-Racial	3	1
Total Number of Persons Benefiting from Project	122	14

Total Number of Low- and Moderate-Income Persons Benefiting from Project	118

Note for Offsite Infrastructure projects: Once all the housing units served by the project have been occupied, a report on the occupants will need to be submitted. Please contact your regional coordinator for the report form.

Source of Data:

X	**2000 Census**
	1990 Census

Race/Ethnicity: http://factfinder.census.gov/servlet/QTGeoSearchByListServlet?ds_name=DEC_2000_SF1_U&_lang=en&_ts=91130915910 (Choose Table QT-P4).

Mobility Impaired: http://venus.census.gov/doc/lookup_doc.html (Choose: "STF3A", "Go to level State--Place" "Oregon" "submit" "city" "submit" "submit" "P67" "submit" "HTML format" "submit")

☐ Survey, dated:
☐ Other, specify: _____

2. HOUSEHOLDS/UNITS/PERSON ASSISTED:

Total Number of Households, Units, or Persons Assisted by Project	122

Select the measurement most appropriate to your project except for Microenterprise projects always report # persons.

FOR MICROENTERPRISE, PUBLIC WORKS – WATER/WASTEWATER, PUBLIC WORKS – DOWNTOWN REVITALIZATION, AND PUBLIC COMMUNITY FACILITY PROJECTS, THE ABOVE DATA MUST BE FURTHER DESCRIBED AS FOLLOWS:

Number of Households, Units, or Persons Assisted with NEW ACCESS TO SERVICE OR BENEFIT	
Number of Households, Units, or Persons Assisted with IMPROVED ACCESS TO SERVICE OR BENEFIT	
Number of Households, Units, or Persons where project resulted in NO LONGER HAVING ACCESS ONLY TO A SUBSTANDARD FACILITY OR INFRASTRUCTURE (as defined by the community)	

Remember: Microenterprise projects always report # persons

3. COMMUNITIES ASSISTED:

Total Number of Communities Assisted by Project	5

Report all communities that benefit from facility or services provided by project.

4. REAL PROPERTY ACQUIRED:

Itemize real property (land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment) acquired in whole or part with funds from this program in the following list:

Property	Serial Number	Acquisition Cost	Use	Location

5. PROGRAM INCOME:

Program Income on hand as of the date of this Project Completion Report: $ 0

Source(s) of income: _____

FOR CDBG PUBLIC WORKS – OFFSITE INFRASTRUCTURE PROJECTS ONLY, ALSO COMPLETE THE FOLLOWING:

Total Number of Renter/Owner Occupied units created	
AND	
Number of units subsidized by federal, state, local program	
Number of units occupied by Elderly (i.e., head or household or spouse age 62 or older)	
Number of units made handicapped accessible	

FOR CDBG PUBLIC COMMUNITY FACILITY PROJECTS – HOMELESS & EMERGENCY SHELTERS ONLY, ALSO COMPLETE THE FOLLOWING:

Total Number of Homeless Persons Given Overnight Shelter By Facility	
Total Number of Beds Created in Facility	

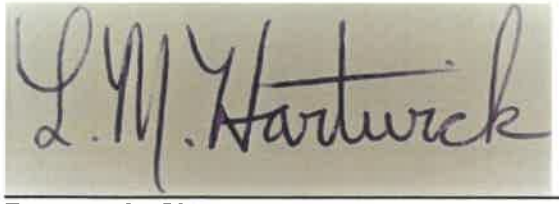
FOR CDBG ECONOMIC DEVELOPMENT PROJECTS ONLY, ALSO COMPLETE THE FOLLOWING:

Total Number of Jobs Created	Expected Number at grant award	2006 Actual	2007 Actual	2008 Actual	Total
With employer sponsored health care:					
Types of jobs created:					
• Managers					
• Professional					
• Technicians					
• Sales					
• Office					
• Clerical					
• Skilled craft workers					
• Semi-skilled operatives					
• Unskilled laborers					
• Service Workers					
Employment status before taking the job: (Number unemployed now in jobs created)					
Total Number of Jobs Retained	**Expected Number at grant award**	**2006 Actual**	**2007 Actual**	**2008 Actual**	**Total**
With employer sponsored health care:					
Types of jobs retained:					
• Managers	21				

• Professional	13				
• Technicians	1				
• Sales	5				
• Office	3				
• Clerical					
• Skilled craft workers	11				
• Semi-skilled operatives	1				
• Unskilled laborers	6				
• Service Workers	61				
Total Businesses Assisted	Expected Number at grant award	2006 Actual	2007 Actual	2008 Actual	Total
New:					
Existing, of which how many are:	15				
• Expansions	n/a				
• Relocations	n/a				
DUNS Number needed for every assisted business (Attach separately.)					
Two-digit NAIC industry classification (Attach separately.)					
Assisted business(es) provide(s) a good or service to meet the needs of the service area, neighborhood, or community (as determined by the community)? If YES, describe the need and how it was addressed by the business(es)? (Attach narrative separately.)					

CERTIFICATION OF RECIPIENT

The undersigned hereby certifies that the information set forth in this report is, to the best of the knowledge of the undersigned, true and correct as of this date.



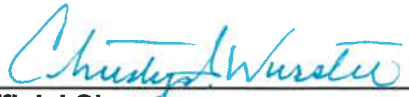
Preparer's Signature

Lisa M. Hartwick

Typed or Printed Name

4/25/2022

Date



Official Signature

City Manager Pro Tem

Typed or Printed Name

4/29/2022

Date

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – Appointment of Manager Pro Tem
Preferred Agenda:	August 23, 2022
Submitted By:	Julie Fisher, Administrative Services Manager
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion __X__ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Charter
Towards Council Goal:	
Attachments:	NA

Purpose of this RCA:

City Manager Pro Tem appointment

Background/Context:

Christy Wurster was hired as City Manager Pro Tem February 23, 2022. Per Charter, her term ends August 22, 2022. Police Chief Jeff Lynn will be acting in capacity on August 23rd and has been asked to fill the City Manager Pro Tem position from August 24, 2022, through September 13, 2022. The following is an excerpt from the Sweet Home City Charter:

1. Manager Pro Tem. During the absence of the manager from the city, during his/her temporary disability to act as manager, or during the interim when the council is seeking a manager, the council shall appoint a manager pro tem who shall possess the powers and discharge the duties of the manager during such absence or disability only; provided, however that a manager pro tem shall have no authority to appoint or remove any city officer or employee except with the approval of five members of the council. No manager pro tem shall hold his/her position for more than six months. No appointment of a manager pro tem shall be consecutively renewed.

   In case of the absence of the manager or the manager pro tem from council meetings, the council shall appoint a clerk of the council pro tem.

The Challenge/Problem:

To fill the office of City Manager Pro Tem during the absence of the City Manager from the City, with the powers and duties of the City Manager Pro Tem.

Stakeholders:

- Citizens of Sweet Home – A City Manager or Manager Pro Tem is necessary to conduct business.
- City Staff – A City Manager or Manager Pro Tem in place for continued direction of staff and projects
- City Council – A City Manager or Manager Pro Tem is necessary to conduct Council meetings and perform as the Ex-Officio City Recorder

Issues and Financial Impacts:

The City of Sweet Home could be held liable without a City Manager or Manager Pro Tem in place.

Elements of a Stable Solution:

Appointment for the office of Manager Pro Tem

Options:

1. *Option* #1– Do Nothing
2. *Option* #2– Make a Motion to appoint Police Chief Jeff Lynn as City Manager Pro Tem from August 24, 2022, through September 13, 2022.
3. *Option #3*– Make a Motion to appoint someone else as City Manager Pro Tem beginning August 24, 2022

Recommendation:

Staff recommends Option #2 – Make a Motion to appoint Police Chief Jeff Lynn as City Manager Pro Tem from August 24, 2022, through September 13, 2022.

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – Contract for Services – Finance Director Pro Tem
Preferred Agenda:	August 23, 2022
Submitted By:	Julie Fisher, Administrative Services Manager
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion _x___ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Financial Policy
Towards Council Goal:	Goal 2.1: Update & Streamline Process Goal 2.5: Continue to Implement Best Financial Practices
Attachments:	Contract for Services

Purpose of this RCA:
To review a contract between the City of Sweet Home and Matt Brown Consulting for Finance Services.

Background/Context:

Following the resignation of the Finance Director Brandon Neish, City Manager Pro Tem Wurster determined that the City will need some financial administration assistance until a Finance Director can be hired. Council authorized the City Manager to execute a contract with Matt Brown Consulting in July 2022 with an expiration of December 31, 2022. The City is still in need of consulting until the Finance Director position is filled. Council authorization is needed to approve the new contract for services as outlined in the scope of work.

The Challenge/Problem:
Should the City of Sweet Home enter into a contract with Matt Brown Consulting for Finance Services?

Stakeholders:

- *City of Sweet Home Staff – entering into a contract with Matt Brown Consulting ensures a successful continuation of operations in our Finance Department until a Finance Director can be hired.*
- *City of Sweet Home Council- Council is more effective and efficient with clear, updated, best practices for policy as recommended.*
- *Sweet Home Residents – Residents and taxpayers benefit when policies lead to effective operations and practices.*

Issues and Financial Impacts:

- The services will cost $100 per hour (times are estimated above)
- Mileage/Hotel, if required/requested, at IRS Mileage Rate, reimbursed at cost of service

Elements of a Stable Solution:
Approval or disapproval of the contract.

Options:

1. *Option #1 - Do Nothing*.
2. *Option #2 - Make a Motion to authorize staff to enter into a contract with Matt Brown Consulting for Finance Services.*
3. *Option #3 - Make a Motion Seek additional consultant to aid in the above scope of work.*

Recommendation:

1. **Option #2:** *Make a Motion to authorize staff to enter into a contract with Matt Brown Consulting for Finance Services.*

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of Sweet Home, a municipality of the State of Oregon** (the "city") and Matt Brown Consulting ("Contractor").

RECITALS

A. The City is in need of personal services for financial administration assistance, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services ("Services") related to financial administration, and Contractor accepts such engagement. The principal contact for Contractor shall be Matt Brown, phone 503-705-1041, email mattbrown@mattbrownconsulting.com.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 12/31/2022.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The city agrees to pay contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the city as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses, and reproduction of documents or reports. Any travel or additional expense shall be pre-approved by the city prior to being incurred.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the city. Following approval by the city manager, billings shall be paid in full within thirty (30) days of receipt thereof. The city shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The city may suspend or withhold payments if contractor fails to comply with any requirement of this agreement.

5.4 Contractor is engaged by the city as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the city to employees.

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the city under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to the city shall become the property of city who may use them without contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, contractor grants to city an irrevocable, nonexclusive license to use contractor's work products created through its services for the project. The license granted under this section permits city to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of contractor's work product for purposes unrelated to the project shall be at city's sole risk and without liability to contractor.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City Manager
3225 Main St.
Sweet Home, OR 97386

CONTRACTOR: Matt Brown
14682 NW Cosmos Street
Portland OR 97229

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Termination.

9.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

9.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

9.1.2 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

9.1.3 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 9.2 of the Agreement.

9.2 Breach of Agreement

9.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

9.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

9.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 9.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

9.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

9.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

10. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

11. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

12. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

13. Indemnification.

13.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

13.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

13.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

14. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

15. Compliance with Law.

15.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

15.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

15.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

15.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

15.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

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

15.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

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

15.9 No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

15.9.1 Either:

15.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

15.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

15.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

15.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

15.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the

days per week that the employees may be required to work.

15.11 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

15.12 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

15.13 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

15.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

15.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

15.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

15.17 If this Contract exceeds $50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

15.18 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

15.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15.20 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

15.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

15.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

15.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

16. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

17. Public City. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

18. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

19. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

20. Mediation/Dispute Resolution

20.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Sweet Home, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be Sweet Home Oregon. Venue for any litigation shall be the Circuit Court for Sweet Home.

21. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

22. Records, Inspection and Audit by the City.

22.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

22.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any

reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

22.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

22.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

23. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

24. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

25. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

26. Insurance. Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

26.1 A comprehensive professional liability policy with minimum coverage of at least $1,000,000 combined single limit. City shall be named as an additional insured. Certificates of Insurance shall be provided to the City upon request.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:	**CONTRACTOR:**
Signature:_____	Signature:_____
Print: _____	Print: _____
Title:_____	Title: _____
Date:_____	Date:_____

ATTACHMENT A
Scope of Work & Compensation

Scope of Work

Scope of work includes estimates of time to complete the requested tasks. If a task is taking longer than expected, I will reach out to the City Manager with a better estimate for completion and approval to complete task.

1. Update Financial Policies for City
    - From initial review/report, review with City Manager and discuss with City Council for final resolution approval

2. Update Springbrook Software roles
    - From initial review/report, review with City Manager and staff before implementation

3. Finance Department Structure
    - From initial review/report, review with City Manager before implementation

4. Review Financial Processes
    - Accounts Payable
        - Implement changes from initial report.
    - Bank Reconciling Process
        - Update Reconciliations through 06/30/2022 for all non-operating bank accounts and LGIP State pool account. Match with General Ledger and close unneeded accounts.
        - Work with outside consultant, if necessary, to reconcile main operating account.
    - Complete Pool Bank system in Springbrook
        - Once reconciliations are up to date, work with Springbrook on implementation of pooled cash process
    - Review and discuss Fund Structure changes with City Manager and Department Managers for changes in 2022-2023 fiscal year.
        - Create/process Supplemental Budget for new fund structure with public hearing

5. Assist as Interim Finance Director for following:
    - Day-to-Day operations oversight as requested and agreed upon by City Manager

6. On-Call Services as needed and agreed upon

Compensation

- $100 per hour
- Mileage at IRS Mileage Rate

REQUEST FOR COUNCIL ACTION

Title:	ODOT Art in the Public Right-of-Way Agreement
Preferred Agenda:	August 23, 2022
Submitted By:	Blair Larsen, Community & Economic Development Director
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion __X__ Roll Call ____ Other ____
Relevant Code/Policy:	SH Charter, Chapter I, Powers of the City
Towards Council Goal:	Aspiration I: Desirable Community
Attachments:	Proposed ODOT IGA Expired ODOT IGA

Purpose of this RCA:

The purpose of this RCA is to present to the Council an amended version of the proposed modified Intergovernmental Agreement (IGA) from ODOT for the maintenance of the artwork on the ODOT maintenance building, and of the grassy area at the corner of US 20 and Highway 228, right-of-way and on ODOT property that was presented to the Council previously on June 28, 2022.

Background/Context:

The City and ODOT previously had an agreement for the maintenance of the ODOT-owned land on the southeast corner of the intersection of US 20 and Highway 228, so that the City could maintain the landscaping and various items on that corner. That agreement also allowed the City to maintain the mural on the side of the ODOT maintenance building at 205 Main Street. That agreement expired on December 31st, 2020.

In 2020, a citizen-led initiative to place a roof over the Logger Statue on that corner led to a discussion among staff, the Council, and ODOT. ODOT suggested that the property could be transferred to the adjacent property owner (in this case, the East Linn Museum). The property transfer would allow modifications to be made to the property without negotiating an IGA with ODOT. This action was agreed upon, and is now complete—most of that corner, including all of the property where the various artwork stands, is now owned by the East Linn Museum. Because of these changes, ODOT did not pursue renewing the expired IGA.

An agreement is still needed to maintain the mural on the ODOT building, and a small remainder of the corner of US 20 and Highway 228. At the June 28, 2022 meeting, the City Council expressed concern over ODOT's commitment to maintaining the landscaping in front of the mural at the Sweet Home Maintenance Station. ODOT has added a provision to the IGA

stating that they agree to “maintain the landscaping at the Sweet Home Maintenance station in a manner that is free of tall grass and weeds and allows for clear viewing of the mural.”

Attached to this RCA is the amended agreement proposed by ODOT to take the place of the previous IGA.

If no IGA is signed with ODOT, ODOT will be free to remove the mural without any input or approval from the community.

The Challenge/Problem:

How should the City work with ODOT to maintain artwork in the public right-of-way and on ODOT property?

Stakeholders:

- Sweet Home City Council – The City Council has the authority to enter into agreements with other governmental agencies.
- Oregon Department of Transportation – ODOT owns the property in question, and their cooperation and permission is required for any changes and future maintenance.
- Sweet Home Citizens – Citizens deserve an attractive City, including artwork in public areas.

Issues and Financial Impacts:

This agreement covers work that the City has previously committed to perform, and already does, so there is no additional financial impact to the City. It is unknown, however, at what point the mural on the ODOT building will need any significant maintenance or repair. The cost of any potential work on the mural is also unknown. The City would likely rely on donations and volunteers for such work.

Elements of a Stable Solution:

A stable solution would include an agreement with ODOT for the maintenance of the artwork and the remaining ODOT property on the corner of US 20 and Highway 228.

Options:

1. *Do nothing* – Make no agreement with ODOT for this purpose. This would leave the future of the mural in doubt, as no one would be responsible for its maintenance, and ODOT would be free to paint over it.
2. *Authorize and direct the City Manager Pro Tem to sign the proposed agreement as presented*.
3. *Authorize and direct the City Manager Pro Tem to sign the proposed agreement as with changes*.
4. *Direct Staff to Investigate Other Options* – Staff can research different methods of protecting the artwork and changes to the IGA.

Recommendation:

Staff recommends option two, *motion to authorize and direct the City Manager Pro Tem to sign the proposed agreement as presented*.

INTERGOVERNMENTAL AGREEMENT
Sweet Home Maintenance Station Artwork
City of Sweet Home

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. Oregon Route 20 (Santiam Highway) and Oregon Route 228 (Halsey-Sweet Home Highway) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of Agency.

3. State owns and operates a maintenance yard on state property within the city limits of Agency. Sweet Home Maintenance Station has a mural painted on the side of the building facing Oregon Route 20 (OR 20). State and Agency previously entered into Intergovernmental Agreement No. 30533, approved May 7, 2015 and expired December 31, 2020, where Agency requested to provide maintenance for the mural in accordance with Highway Division Directive No. HWY 01 *Placement of Artwork on State Highway Right of Way*.

4. State owns and operates the adjacent wide grass landscape area at the intersection of OR 20, and OR 228 within the city limits. Agency has requested to provide landscape maintenance for the wide grass landscape area at the intersection OR 20, and OR 228.

5. This Agreement will address responsibilities of each Party in regard to the maintenance of the Artwork and the landscape maintenance of the wide grass landscape area.

6. Agency has agreed to manage work activities and adherence to obligations contained within this Agreement of any subcontractors used to perform maintenance activities.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State will permit Agency to perform maintenance work on the following:

    a. the mural, previously identified in Agreement No. 30533, and
    b. landscape maintenance of the wide grass area as depicted in red on Exhibit A,

    collectively hereinafter referred to as "Project." The location of the Project and description of Artwork is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. Agency shall oversee and manage the activities and adherence to obligations contained within this Agreement of subcontractors used to perform maintenance activities.

3. The Parties shall each be responsible for their own costs related to their obligations defined herein.

4. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities

AGENCY OBLIGATIONS

1. Agency shall notify State's District 4 Office at least three (3) business days prior to onsite work at:

    a. the Sweet Home Maintenance Station

    b. the wide grass landscape area at the intersection of OR 20 and OR 228.

2. No notice to State shall be required for work at the landscape area at the intersection of OR 20, OR 228 and Long Street unless work impacts travel lanes, bike lanes, or sidewalks.

3. Agency shall, at its own expense, perform routine maintenance and upkeep of the mural artwork to keep the mural clean and in good repair, including, but not limited to:

    a. Touch-up paint

    b. Apply protective clear coat

4. Americans with Disabilities Act Compliance:

a. Agency shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). Agency shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").

b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.

c. Agency shall:

   i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and

   ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.

d. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.

   i. The OTTCH is available at http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 4 Office located at 3700 SW Philomath Boulevard, Corvallis, Oregon, during regular business hours, or at the following locations online:

   - MG 100-107: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
   - MG 144-03: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf

- MG Activities-2: https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf

ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

5. All work must be conducted in a manner to minimize interference with highway traffic and to control said traffic according to *Oregon Temporary Traffic Control Handbook (OTTCH)* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. No lane restrictions are permitted on the roadway without prior authorization from the District 4 Manager.

6. If Agency fails to maintain, repair, or remove Artwork if asked by State, the Artwork may be removed by State at Agency's expense without commitment for restoration, replacement or compensation by State.

7. Agency shall be responsible for the cost and responsibility of ongoing general landscape maintenance of the Project, including but not limited to all labor, equipment, materials, trash removal, plant control, weeding and pest control, mowing, and repairs due to traffic accidents, vandalism, etc.

8. Agency may enter into subcontracts for any of the work scheduled under this Agreement.

   a. For work that will impact travel lanes or sidewalks, Agency must obtain prior written approval from State before Agency or its subcontractors may commence maintenance activities.

   b. For work that will not impact travel lanes or sidewalks, Agency may enter into subcontracts without obtaining prior written approval from State.

9. Agency shall be responsible for any subcontractors meeting the requirements of this Agreement.

10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to

its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

13. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

14. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

15. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

16. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency,

under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

17. Agency's Project Manager for this Project is Joe Graybill, Staff Engineer, City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, Oregon 97386; phone: (541) 818-8039 and (541) 936-2312; email: jgraybill@sweethomeor.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants Agency the authority to enter state right of way for the maintenance of the Artwork as provided for in miscellaneous permit to be issued by State's District 4 Office.

2. State agrees to maintain the landscaping at the Sweet Home Maintenance station in a manner that is free of tall grass and weeds and allows for clear viewing of the mural.

3. State's Project Manager for this Project is Brian Morey, District Manager, ODOT District 4, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333; phone: (541) 757-4211; email: brian.t.morey@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Agency may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by Agency, under any of the following conditions:

   a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If State fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Agency fails to correct such failures within ten (10) days or such longer period as Agency may authorize.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page Follows

CITY OF SWEET HOME, by and through its elected officials

By _____
City Manager

Date _____

By _____
Title:

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
City's Legal Counsel

Date _____

Agency Contact:
Joe Graybill, Staff Engineer
Community & Economic Development Dept.
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386
(541) 818-8039
jgraybill@sweethomeor.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Maintenance and Operations Manager

Date _____

By _____
District 4 Manager

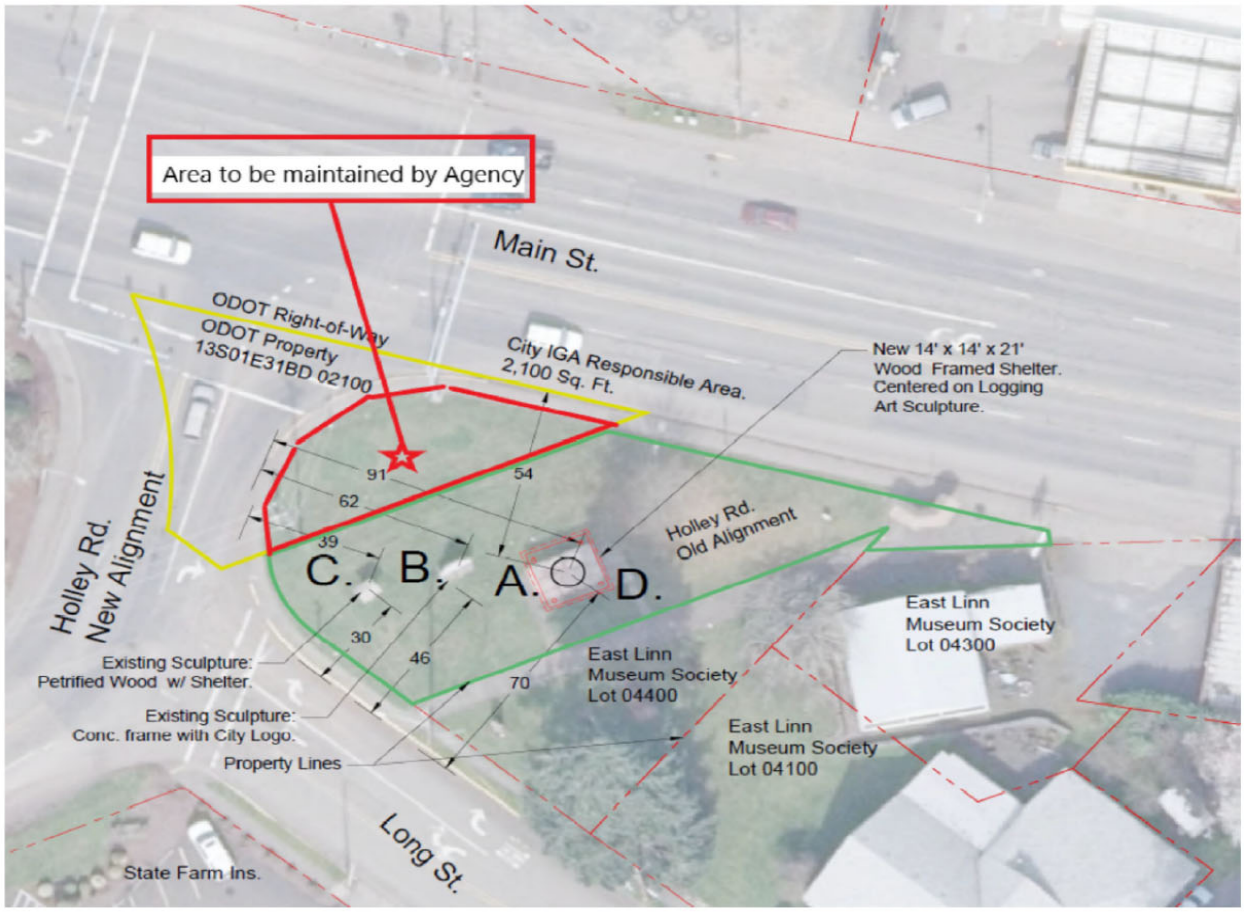
Date _____

State Contact:
Brian Morey
District Manager
ODOT District 4
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(541) 757-4211
brian.t.morey@odot.state.or.us

EXHIBIT A

Street view of Sweet Home maintenance facility

Aerial view of Sweet Home maintenance facility



This is the intersection of US20/Santiam Highway and OR 228/Halsey-Sweet Home Highway where the Logger sculpture is located.

Oregon Department of Transportation
INTERGOVERNMENTAL AGREEMENT
Sweet Home Maintenance Station Mural
City of Sweet Home

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, 366.574 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

2. Oregon Route 20 (Santiam Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of Agency.

3. State owns and operates a maintenance yard on state property within the city limits of Agency. Sweet Home Maintenance Station has a mural painted on the side of the building facing Oregon Route 20 (OR 20). Agency has requested to provide maintenance for the mural. This Agreement will address responsibilities of each Party in regard to the maintenance of the mural. State's condition of approval includes this Agreement to be signed by State and Agency in accordance with Highway Division Directive No. HWY 01 *Placement of Artwork on State Highway Right of Way.*

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State will permit Agency to perform maintenance work on the mural located at State's Sweet Home Maintenance Station building.

2. The Parties shall each be responsible for their own costs related to their obligations defined herein.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2020, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

AGENCY OBLIGATIONS

1. Agency shall, at its own expense, perform routine maintenance and upkeep of the mural to keep the mural clean and in good repair, including, but not limited to:

    a. Touch-up paint

    b. Apply protective clear coat.

2. Agency shall obtain a miscellaneous permit to occupy State right of way through State's District 4 Office prior to the commencement of maintenance activities.

3. Agency shall notify State's District 4 Office at least twenty-four (24) hours prior to on-site work.

4. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

7. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

8. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

9. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

11. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

12. Agency's Agreement Contact is Michael J. Adams, Public Works Director, City of Sweet Home, 1140 12th Avenue, Sweet Home, Oregon 97386; telephone: (541) 367-6243 ext. 244; email: madams@ci.sweet-home.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter state right of way for the maintenance of the mural, as shall be provided for in miscellaneous permits to be issued by State's District 4 Office.

2. State reserves the right to remove the mural at any time at its sole discretion.

3. State's Project Manager for this Project is the District 4 Manager, 3700 SW Philomath Boulevard, Corvallis, Oregon, 97331; telephone (541) 757-4211, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

   a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

   c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

   d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or

Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF SWEET HOME, by and through its designated officials

By _____

Title _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date 4/29/15

Agency Contact:
Michael J. Adams, Public Works Director
City of Sweet Home
1140 12th Avenue
Sweet Home, Oregon 97386
(541) 637-6243, Ext. 244
madams@ci.sweet-home.or.us

STATE OF OREGON, by and through its Department of Transportation

By Sonny P.A. Chickering
Region 2 Manager

Date 5-7-15

APPROVAL RECOMMENDED

By Duane Payne
Region 2 Maintenance and Operations Manager

Date 5/7/2015

By Kendal Wunks
District 4 Manager

Date 4/30/15

State Contact:
District 4 Manager
3700 SW Philomath Boulevard
Corvallis, Oregon 97333
(541) 757-4211

REQUEST FOR COUNCIL ACTION

Title:	Legislative Amendment LA22-01
Preferred Agenda:	August 23, 2022
Submitted By:	Angela Clegg, Associate Planner
Reviewed By:	Blair Larsen, CEDD Director Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ____ Motion _X___ Roll Call ____ Other ____
Relevant Code/Policy:	SHMC Titles 16 and 17
Towards Council Goal:	Aspiration II: Effective and Efficient government; Goal 2.1: Update and Streamline Processes; Goal 2.2: Develop continuity in planning and permitting processes.
Attachments:	LA21-01 Staff Report Draft Planning Commission Minutes August 4, 2022 Proposed Legislative Amendments (Articles I through IV)

Purpose of this RCA:

The purpose of this RCA is to hold a public hearing regarding Legislative Amendment LA22-01, and present the application to the Council for approval. The purpose of this application is to adopt text amendments (LA 22-01) to the Zoning Ordinance, which will combine Titles 16 and 17 of the Sweet Home Municipal Code (SHMC), eliminating Title 16. If the application is approved, an ordinance adopting these changes will be presented to the Council at a later meeting for a first reading.

Background/Context:

This legislative amendment, LA 22-01, consists of text amendments to Title 16 Land Divisions and Line Adjustments and Title 17 Zoning of the Sweet Home Municipal Code (SHMC). The amendments will eliminate Title 16. The proposed text amendments were identified by City Staff, based on feedback from the Planning Commission as a method for updating and improving the Planning Code.

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

- June 23, 2022: Staff submitted the online PAPA.
- June 29, 2022: Notice Published in the New Era
- August 4, 2022: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to recommend approval of the amended Development Code to City Council.

At the August 23, 2022 Council Meeting, the City Council will hold a public hearing regarding this legislative amendment. A first reading will be scheduled for a later meeting, and two more readings of the ordinance are necessary in order to adopt the ordinance.

The Challenge/Problem:

Should the City amend its Development Code in the manner recommended by the Planning Commission?

Stakeholders:

- City of Sweet Home Residents – The proposed text amendments benefit residents with a more clear and efficient code.
- Property Owners and Developers: Benefit from clear standards.
- Staff: Will be able to implement the SHMC with more efficiency and less discretion.

Issues and Financial Impacts:

This change will have no financial impact on the City.

Elements of a Stable Solution:

A stable solution involves adopting changes to the City's code that improve the quality of development for current and future residents and businesses, without overly burdening property owners and developers in a way that is clear, consistent, and does not require significant staff interpretation. In addition, a stable solution would be consistent with the City's policies and goals.

Options:

1. *Approve application LA22-01 and conduct a first reading of the ordinance at a later public meeting;*
2. *Deny application LA22-01 and direct staff and the Planning Commission to make revisions (specify).*
3. *Continue the public hearing to a later date to allow more time for the Council to examine the proposed changes or to provide staff time to prepare amendments or additional information (specify).*
4. *Take no action; leave the code as is.*
5. *Other*

Recommendation:

Staff recommends option 1: *Approve application LA22-01 and conduct a first reading of the ordinance at a later public meeting.*

TO: City of Sweet Home City Council

FROM: Walt Wendolowski, Contract Planner

SUBJECT: Adoption of New Sweet Home Development Ordinance, Map Amendments and Comprehenssive Plan Text Amendment

DATE: August 23, 2022

I. BACKGROUND

A. APPLICANT: City of Sweet Home.

B. REQUEST: The City is requesting approval of the following:

1. Adopting a new zoning and land division regulations, titled “City of Sweet Home Development Code”, replacing the current Title 16 – Land Divisions and Line Adjustments; Title 17 - Zoning Ordinance and incorporating parts of Title 15.

2. Comprehensive plan text amendment replacing the “Planned Recreation Commercial” designation name with the “Mixed Use Employment”, and a concurrent change in the Comprehensive Plan map name “Planned Recreation Commercial” to “Mixed Use Employment”.

3. Zoning Map amendment, reversing the zoning names of the Medium Density Residential (R-2) and High Density Residential (R-3) zones; change the name of all land currently zoned Residential Mixed Use (R-4) to Mixed Use (MU); and, change the name of all land currently zoned Residential Industrial Transitional [R/M(T)] to Medium Density Residential (R-2).

Specific amendments are summarized in Exhibit “A”.

C. DECISION CRITERIA: Sweet Home Zoning Ordinance Sections 17.12.010 to 17.12.040.

II. APPLICATION SUMMARY

A. The City Council directed the Planning Commission to consider changes and updates to the current land use documents. After auditing the material, a consultanting team was hired to prepare a new land use document. Working with City staff and the Planning Commission, the result of this effort created a new document combining Title 16 (Land Divisions and Lot Adjustments) and Tile 17 (Zoning), as well as the Flood Hazard and Historic Resources provisions from Title 15, under a single, unified document titled the “City of Sweet Home Development Code.”

B. During the process of creating the new document, it was determined additional changes to the land use maps and Comprehensive Plan text were required to implement the material. These include the following:

1. Revised Comprehensive Plan Designation. Land currently designated Recreational Commercial in Comprehensive Plan Table 11 will be renamed "Mixed Use Employment". There is no change in the intended purpose of the designation and the new langauge corresponds to a new Mixed Use Employment Zone (MUE) contained in the proposed Code.

2. Comprehensive Map. Concurrent with the change in item "1.", the Comprehensive Plan map will see the "Planned Recreation Commercial" map designation change to "Mixed Use Employment".

3. Zone Map: R-2/R-3. The current Zoning document identifies the R-2 zone as High Density Residential and the R-3 zone as Medium Density Residential. This is opposite of planning practice whereby the larger suffix number usually indicates a higher density. To address this, land currently zoned R-2 (High Density Zone) will now be identified as R-3 (High Density Zone). Conversely, land currently identified as R-3 (Medium Density Zone) will now be identified as R-2 (Medium Density Zone).

4. Zone Map: R-4 to MU. The current R-4 zone will be renamed MU (Mixed Use). Both zones are designed to allow a mix of residential and commercial uses. The name change reflects a greater emphasis on mixing uses within the zone as well as greater latitude in allowed uses.

5. Zone Map: R/M(T) Residential Industrial Transitional – Several properties are currently zoned R/M(T), the vast majority designated Medium Density Residential on the Comprehensive Plan map. To align the zoning and plan maps, and to allow additional uses, land currently zoned R/M (T) will be rezoned to Medium Density Residential (R-2).

C. The remainder of this report will summarize the material and identify the key changes between current regulations and proposed new Code. In addition, findings are established in support of the various amendments.

III. DEVELOPMENT CODE SUMMARY

A. The new document uses the core material of the current document. Major changes revolve around the reorganization of material to improve usability for the staff and public and to incorporate recent changes in State law that apply, or will apply, to Sweet Home.

1. The new document covers both Title 16 and 17 as well as the flood plain and historic resource provisions in Title 15. This material is further divided into four Articles.

2. The four Articles introduce the purpose of the Code, establish zones, list development regulations and end with process requirements. The document follows current Municipal Code numbering formatting. Each Article has a Table of Contents and there is one at the beginning of the Code.

3. The City adopted a number of changes to the Zoning code over the last 10+ years. These were included in the new Development Code but modified to either fit the revised format or address other issues. For example, home occupations are included in the existing Code's conditional use provisions. The new Code split the provisions by outlining specific use requirements for home occupations (Article III) and identifying two types of review procedures in Article IV: permitted and conditionally permitted.

4. Recent changes to State law established provisions for needed middle housing (HB 2001). Sweet Home is not required to comply with these provisions until it reaches a population of 10,000. However, the latest population data for 2021 places the City at 9,836 in population. Being this close, the Commission and staff felt it prudent to make the changes as part of this project. Specific changes are noted under Article 2.

B. *Article I (Introduction)* – Article I introduces the document and establishes the document's purpose and administrative responsibility. The Article incorporates, with some minor variations and exceptions, Chapters 17.02 to 17.16 of the existing Zoning Code.

1. The Article includes basic introductory provisions such as title, purpose, administration, violations, interpretations, and severability.

2. New provisions include a statement to the effect the City does not regulate private restrictions such as CC&Rs (17.02.070). There is also a "Nondiscrimination" section regarding application and enforcement of the Code (17.02.110).

3. Chapter 17.04 includes definitions. All definitions found elsewhere in the Code are also located in this Chapter and are identified with a specific suffix (e.g., "FHO" for Flood Hazard Area Overlay).

4. Where appropriate definitions were updated to reflect current planning usage. For example, the current definition for Family: *An individual or two or more persons related by blood, marriage, legal adoption or legal guardianship living together as one housekeeping unit, using one kitchen*

and providing meals or lodging to not more than two additional persons, excluding servants; or a group of not more than five unrelated persons living together as one housekeeping unit using one kitchen.

The revised version: *Persons living together in a dwelling unit as a single housekeeping unit.*

C. *Article II (Zoning)* – This Article addresses zoning and allowable development. This Article includes current Code provisions in Chapters 17.20 to 17.44, and Chapters 17.60 and 17.68. Overlay zones from Title 15 are also included in this Article.

1. Numbering protocol states the higher the number for residential zones, the greater the density and/or housing options. The R-2 zone is currently the "High Density" zone while the R-3 zone is the City's "Medium Density" zone. These were switched to create an understandable hierarchy.

2. Based on previous changes to the Comprehensive Plan, and provisions in HB2001, allowable uses and densities in each residential zone were changed. The net result was a reduction in the minimum lot size. The following chart outlines the changes from the current Zoning code (*proposed new regulations in italics*):

Zone	R-1	R-2 (New)	R-3 (New)	MU (R-4)
Single Family Lot Size (Detached)	8,000 sf *7,000 sf*	5,000 sf *5,000 sf*	5,000 sf *5,000 sf*	5,000 sf *5,000 sf*
Single Family Lot Size (Attached)	N/A N/A	4,800 sf *2,000 sf*	2,500 sf *2,000 sf*	4,800 sf *2,000 sf*
Duplex Lot Size	8,000 sf *7,000 sf*	6,000 sf *5,000 sf*	6,000 sf *5,000 sf*	6,000 sf *5,000 sf*
Multi-family Lot Size	N/A	N/A *2,500 sf/unit*	2,500 sf/unit *1,500 sf/unit*	N/A *5,000 sf*

The lot sizes (and corresponding dimensions) were reduced to coincide with HB2001. Allowable residential densities correspond with these revisions. For example, to achieve the 28 unit per net acre expectation for multi-family units in the revised R-3 zone, the minimum land area per unit is now 1,500 square feet.

3. HB2001 also called for the cities to allow a duplex wherever a single-family home are permitted. Further, there can be no distinction in the lot size between the two uses (see previous table).

4. The R-4 zone was converted to a Mixed-Use zone with an emphasis on mixing higher density residential uses and commercial activities.

5. The R/M(T) zone was eliminated. The zone had limited applicability that could be served by another zone, in this case R-2. For the record, the vast majority of R/M(T) zoned land is currently designated Medium Density on the Comprehensive Plan map.

6. The Public Facility zone was added. The zone is designed specifically to support public works development on specific parcels.

7. The proposed Code includes a new Mixed-Use Employment zone as an alternative replacement to the RC zone. It emphasizes employment opportunities, including commercial, institutional and limited industrial, along with additional opportunities for residential use. The key requirement is that except for construction of **one** single-family home, development of land exceeding one acre requires a planned development application and review. Both zones are included in Article 2; the establishment of the MUE zone requires a zone change.

8. Change in state law require the city to provide affordable housing in the commercial and public zones, and in limited cases, the industrial zone (SB8 and HB2008). Specific development requirements are found in Article 3 (Section 17.72.030). Affordable housing is limited to those lands owned by the public agencies or non-profits involved with providing housing.

9. The Planned Development overlay was eliminated. Instead, it is established as a separate set of guidelines in Article III and can be applied to any zone except the Public zone.

10. The Mobile Home Infill Overlay Zone was also eliminated. Consistent with State law manufactured homes on individual lots as well as manufactured home parks, are located in the appropriate residential zone.

11. Floodplain Overlay is current with recently adopted Federal language.

D. *Article III (Development Requirements)* – This Article addresses how property can be considering such requirements as landscaping or parking. As noted, existing "overlay zones" – Chapters 17.48 and 17.52 – are now listed as development standards. Current Chapters 17.92 to 17.98 (storage, sign, wireless communication) are also included in this Article.

1. This Article includes the requirements for land divisions which are then administered with provisions in Article IV. Street provisions from Title 16 are included as well.

2. In many cases, some provisions in the current Code (e.g., manufactured homes on individual lots) were repeated in each zone. The zones now simply reference the specific requirements located in this Article.

3. Regarding access, the City adopted a joint driveway standard. That was expanded to include development requirements for a private access easement as well as private streets (Chapter 17.42).

4. Consistent with requirements in HB2001, parking requirements for single family homes and duplexes are now the same (Chapter 17.44).

5. Sign requirements essentially remain unchanged. There is a new section included specifically to address a variance to sign regulations (Section 17.50.160).

6. As noted, Planned Developments are not processed as an overlay zone (which requires a cumbersome zone change) but are reviewed in a manner similar to a subdivision with its own particular set of standards (Chapter 17.60). In addition to the Planned Development, there is a new Cottage Cluster Development section (Chapter 17.62). This is similar to a planned development; however, the standards are very strict as to residential building design in order to create a small, shared neighborhood. A cottage cluster is processed as a planned development, but as noted, with its own standards.

7. There are a number of new sections addressing specific types of uses. While some are addressed in the current Zone code, the proposed Development Code reorganizes the existing material and adds some new uses:
   a. Fencing and Screening (Chapter 17.52) - This Chapter combines into one Chapter the various fencing and screening requirements scattered throughout the current document.
   b. Manufactured Home Parks – Consistent standards that apply to all residential zones where Parks are allowed (Chapter 17.64).
   c. Manufactured Homes on Individual Lots - Consistent standards for placement of manufactured homes on individual lots (Chapter 17.66). Eliminates overlay provisions.
   d. Home Occupations – Now split into permitted and conditionally permitted sections (Chapter 17.68).
   e. Residential Accessory Structures (Chapter 17.70) – As with fences/screening all related accessory building provisions are in this Chapter.
   f. Special Residential Dwellings – Chapter 17.72 includes requirements accessory dwelling units (ADUs); attached homes (e.g., townhomes) and for affordable housing provisions, consistent with state law (SB8, HB2008).

g. Temporary Uses – Standards for such activities as fireworks and Christmas tree sales (Chapter 17.74).
h. Bed and Breakfast Establishments - Consistent standards that apply to B&B uses where they are allowed (Chapter 17.76).
i. Houses of Worship (Chapter 17.78) – Churches can have significant impact on area property. This Chapter establishes consistent set of rules to address such issues as screening and setbacks.

E. *Article IV (Procedural)* – Allowed uses and standards are found in the preceding Articles. This Article establishes the review procedures to establish those uses. This Article incorporates Chapters 17.80 to 17.84 of the current Zoning document. Finally, there are times in the current Zoning code when a "review" is required but the process – or criteria – are not clearly stated. These types of actions are now placed in this Article.

1. As with current practice, four review types were established (Chapter 17.90). This allows a simple way to connect the proposed activity with a process. For example, home occupations are processed as Type I (ministerial) application. However, if people outside the household are employed, a Type III conditional use is required.

2. The process for each type is spelled out from application to final appeal to LUBA (Chapter 17.90). A chart is provided outlining the process for each type of application. For example, a conditional use is a Type III application: the staff provides a recommendation to the Commission; the Commission makes the decision; and their decision is appealable to Council.

3. Some flexibility is granted to staff when it comes to staff-level decisions. For example, with property line adjustments (Chapter 17.92) the Director can waive some of the application requirements if there is sufficient information to process the request. The philosophy here is to reduce up-front application expenses where feasible.

4. Variances are divided into those changing a quantifiable standard by no more than 10% (Adjustment – Chapter 17.100) and changing a standard greater than 10% (Variance – Chapter 17.106). The former is reviewed by staff, the latter by the Commission.

5. Chapter 17.102 is new and contains provisions for a site development review. These provisions generally apply to new multi-family, commercial and industrial development. The purpose is to ensure new projects comply with all setback, height, parking and other development standards. It is important to note that a use requiring only a site development review is considered permitted – the purpose of the review is to ensure compliance with applicable design and development standards.

6. In a similar vein, for Conditional Uses (Chapter 17.104) a use is generally assumed to be allowed, provided conditions can be placed to address any adverse impacts.

7. Subdivisions and planned developments (Chapter 17.110) essentially follow the procedures and requirements of Title 16. Minor changes were made to conform with provisions in ORS Chapter 92 which governs land divisions.

8. Current provisions on annexations were revised (Chapter 17.118). It still remains a City level decision but the process was clarified and criteria established.

9. The four types of land use procedures (Type I to Type IV) are clearly spelled out in Chapter 17.122 to Chapter 17.128. This includes the process from submittal to a final hearing before the City Council.

10. The responsibilities for the Commission and Council, including the hearing procedures, were spelled out in Chapters 17.130 and 17.132, respectively.

11. Vacations of Public Ways were eliminated. This is a Council decision as it involves real estate. The Commission and/or staff can play an advisory role to identify any relevant land use impacts.

IV. CRITERIA AND FINDINGS – DEVELOPMENT CODE

A. Procedures and criteria to amend the Plan and zoning-related text, and, Plan and Zoning maps are contained in Sections 17.12.010 to 17.12.040. Compliance with these provisions is reviewed in the following Sections.

B. Section 17.12.010 outlines authorization to initiate amendments. An amendment to the text of the ordinance codified in this title or a legislative zoning map amendment may be initiated by the City Manager, the City Planning Commission, the City Council or a property owner. A quasi-judicial zoning map amendment may be initiated by a property owner, a representative of the property owner, the City Manager, the Planning Commission or the City Council. A request for a quasi-judicial zone map amendment by a property owner shall be accomplished by filing an application with the City Planner at least 45 days prior to the Planning Commission meeting and using forms prescribed pursuant to § 17.12.100.

FINDINGS: Consistent with this Section, the City Council authorized the project to establish a new combined zoning and land division code. Additional modifications in support of the new Code were initiated by the staff and the Commission.

C. Section 17.12.020 establishes the public hearings requirements:

1. Section 17.12.020 A. - The Planning Commission may elect to conduct a public hearing on a proposed amendment.
2. Section 17.12.020 B. - The Planning Commission shall recommend to the City Council approval, disapproval or modification of the proposed amendment.
3. Section 17.12.020 C. - After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing on the proposed amendment.
4. Section 17.12.020 D. - All public hearing procedures shall be in accordance with §§ 17.12.120 and 17.12.130.
5. Section 17.12.020 E. - Within five days after a decision has been rendered with reference to an amendment, the City Manager shall provide the applicant with written notice of the decision. Written notice of a decision shall apply to recommendations made by the Planning Commission and to final action made by the City Council.

FINDINGS: The Planning Commission hearing procedure is consistent with the requirements. Their recommendation will be forwarded to the City Council.

D. Section 17.12.025 establishes the review criteria for map amendments. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

1. Section 17.12.025 A. - The proposed amendment is consistent with the goals and policies of the comprehensive plan. This Section does not require the Planning Commission to consider compliance with the Comprehensive Plan as part of a **text** amendment. However, per state law, the text material implementing the Plan must be consistent with the Plan. Plan policies are organized in groups – a response to each group of policies follows.

    a. Parks and Open Space Policies – Generally encourage open space and lands for recreation.

    FINDINGS: The revisions do not impact open space requirements. They are continually maintained and enhanced through provisions such as new landscaping requirements.

    b. Residential Land Use Policies – The core purpose of housing policies are to ensure there is a wide variety of housing types in locations best suited to each housing type, and that meet the needs of the community.

    FINDINGS: The revisions reduce lot sizes, increase housing options with the addition of duplexes in all residential zones, allows ADUs and provides opportunities for affordable housing consistent with state law.

c. Economic Development Policies – The core purpose of these policies is to encourage economic opportunities for the community by maintaining existing businesses and promoting new ones. Of special interest are Recreation Commercial designated lands which mix commercial and housing needs with potential recreational opportunities.

FINDINGS: Existing commercial zones and opportunities remain while in many cases additional uses are allowed. This is further enhanced by a new mixed-use zone (MU) that expands options beyond the current R-4 zone. Recreational Commercial designated lands remain but will have an option to apply the Mixed-Use Employment zone, again increasing development opportunities from the current RC zone. Industrial provisions and opportunities are unchanged.

d. Transportation Policies – Transportation policies encourage the system to carry volumes and speeds appropriate for their classification.

FINDINGS: The new Development Code does not impede the objectives of the Transportation Policies. Private streets are allowed along with shared driveways to improve development efficiencies and the land division requirements are designed to encourage street connectivity, thereby improving traffic flows.

e. Facilities Policies – Policies are designed to ensure the City can meet the public and private facility needs of the community. This includes long range planning for such provisions as water, sanitary sewer, and storm sewer.

FINDINGS: Overall, Facilities Policies establish guidelines for financing and developing needed facilities and are not directly related to the new Code. However, in support of future facility development, the Development Code establishes a new Public Facility zone designed to facilitate project development.

f. Citizen Involvement Policies – The policies establish the Planning Commission as the local citizen involvement committee. As part of its role, their task is to ensure the community has an opportunity to participate the land use decisions.

FINDINGS: The new Development Code provides greater clarity on the various land use processes, which is designed to help the public (and staff)

in using the Development Code. Otherwise, citizens retain the same rights regarding participating in hearings and appeals.

g. Plan Amendment Policies – The policies effectively allow the City Council to amend the Plan as circumstances warrant and conduct public hearings to consider those changes.

FINDINGS: The new Development Code continually supports these policies.

2. Section 17.12.025 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;

FINDINGS: The City Council and Planning Commission recognized the need to update the zoning and land division provisions, not only to address changing circumstances, but to conform with state law.

3. Section 17.12.025 C. - Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and

FINDINGS: The new Code will not alter current requirements regarding service provisions.

4. Section 17.12.025 D. - The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.

FINDINGS: The Department of Land Conservation and Development acknowledged the current Comprehensive Plan as complying with the statewide goals. Previous findings indicate the new Development Code is consistent with those adopted and acknowledged Plan policies. Therefore, the new Code complies with the statewide goals.

E. Section 17.12.030 requires the City to maintain records of any text or map amendments. This requirement applies to the City's administration of the planning program. Finally, Section 17.12.040 limits a property owner's ability to reapply for a quasi-judicial map amendment that was denied. This provision does not apply to this request.

V. COMPREHENSIVE PLAN TEXT & MAP AMENDMENT

A. Comprehensive Plan Table 11 "Comprehensive Plan Land Designations for Economic Development" identifies both plan designations, and their purpose,

applicable for economic development. The Table includes the Recreation Commercial designation and reads as follows:

Recreation Commercial	*To provide and maintain areas that possess unique characteristics for recreational commercial development that is suitable and desirable for businesses catering to tourist and recreational activity. High standards should encourage maintaining and enhancing the appearance of the area and its unique value to the community.*

The corresponding zone is Recreation Commercial (RC).

B. The proposed Development Code includes a new zone: "Mixed Use Employment (MUE)." This zone is ultimately designed to supplant the Recreation Commercial zone overtime by allowing citizens an option to either maintain the current RC zone on their land or opt for the more intensive MUE zone. Initially, the Plan text needs amending by replacing "Recreation Commercial" with "Mixed Use Employment." There will be no change as to the purpose of the designation.

C. Concurrent with the text change is a change in the Comprehensive Plan map. Those lands currently designated Recreation Commercial will now be designated Mixed-Use Employment. There is no change in acreage, the other change is in the name of the map designation.

D. Section 17.12.025 establishes the review criteria for map amendments. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

1. 17.12.025 A. - The proposed amendment is consistent with the goals and policies of the comprehensive plan;

   FINDINGS: As noted, the change is limited to the name of the Plan map designation. The purpose and intent of the designation remain unaltered. Therefore, the proposed change remains consistent with current plan goals and policies.

2. 17.12.025 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;

   FINDINGS: This criterion does not directly apply as the intent and purpose of the designation remain unchanged.

3. 17.12.025 C. - Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and

   FINDINGS: Utility and service provisions are unaffected as the amendment is limited to a change in the plan map designation.

4. 17.12.025 D. - The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.

   FINDINGS: The Department of Land Conservation and Development previously acknowledged the current City Comprehensive Plan. The change is limited to the establishment of a new name for the designation and does not change the previous acknowledgement by the state.

VI. ZONE MAP AMENDMENT – R-2 & R-3

A. As noted, the current Zoning (Title 17) document identifies the R-2 zone as High Density Residential and the R-3 zone as Medium Density Residential. This is opposite of planning practice whereby the larger numberical suffix indicates a higher density. The practical solution is to change the names on the zone map. Land currently zoned R-2 will be named to R-3. Conversely, land currently zoned R-3 will now be named R-2. It is important to note the actual acreage devoted to each **density** does not change – only the change relates to the name of the zone. Further, this change in zone names does not alter the Comprehensive Plan map – the existing map designtions remain.

B. Section 17.12.025 establishes the review criteria for map amendments. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

1. 17.12.025 A. - The proposed amendment is consistent with the goals and policies of the comprehensive plan;

   FINDINGS: As noted, the change is limited to the name of the respective zones. The purpose and intent of the zones, including permitted uses in the new Code, remain unaltered. Therefore, the proposed name change remains consistent with current plan goals and policies.

2. 17.12.025 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;

   FINDINGS: This criterion does not directly apply as the intent and purpose of the respective zones remains unchanged.

3. 17.12.025 C. - Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and

   FINDINGS: Utility and service provisions are unaffected as the amendment is limited to a change in the zones' names.

4. 17.12.025 D. - The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.

   FINDINGS: The current Comprehensive Plan was previously acknowledged by the Department of Land Conservation and Development. The change is limited to the establishment of a new name for the designation and does not change the previous state acknowledgement.

VII. ZONE MAP AMENDMENT – R-4 to MU

A. The current R-4 zone will be renamed MU (Mixed Use). Both zones are designed to allow a mix of residential and commercial uses. The name change reflects a greater emphasis on mixing uses within the zone as well as greater latitude in allowed uses.

B. Section 17.12.025 establishes the review criteria for map amendments. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

1. 17.12.025 A. - The proposed amendment is consistent with the goals and policies of the comprehensive plan;

   FINDINGS: As noted, the change is limited to the name of the zone. The purpose and intent of the zone remain unaltered. Therefore, the proposed name change remains consistent with current plan goals and policies.

2. 17.12.025 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;

   FINDINGS: This criterion does not directly apply as the intent and purpose of the respective zones remains unchanged.

3. 17.12.025 C. - Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and

FINDINGS: Utility and service provisions are unaffected as the amendment is limited to a change in the zones' names.

4. 17.12.025 D. - The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.

   FINDINGS: The Department of Land Conservation and Development previously acknowledged the current Comprehensive Plan. The change is limited to the establishment of a new name for the corresponding zone and does not change the previous acknowledgement by the state.

VIII. ZONE MAP AMENDMENT – R/M(T) to R-2

A. Several properties are currently zoned Residential Industrial Transitional [R/M(T)]. The purpose statement (17.68.010) notes *". . . the R/M(T) zone is a transitional zone which provides a process that allows for the consideration of converting property in a residential area to industrial uses (e.g., sites for small industry, expansion to existing industry, etc.). It is not the intent of the zone to allow industrial development to occur at the cost of existing residential development. Industrial development should be allowed only when measures have been taken to protect remaining residential property from nuisances which may result from industrial activities (i.e., noise, smoke, odor, dust, fire or explosion hazard or pollution of air and water). In order to protect existing residential development from potential industrial nuisances and to facilitate an orderly and efficient conversion of land from residential to industrial uses, it is intended that all industrial uses in the zone shall be subject to conditional use process."*

B. As currently mapped, these lands are located near or adjacent to land zoned for commercial or light Industrial uses, thereby supporting the possible transition from residential to limited employment uses. However, as vast majority of R/M(T) zoned land is designed Medium Density Residential on the Comprehensive Plan map. To align the Zoning and Plan maps, and to allow additional uses, land currently zoned R/M(T) would be rezoned to Medium Density Residential (R-2).

C. Section 17.12.025 establishes the review criteria for map amendments. An amendment to the official zoning or comprehensive plan map may be authorized provided that the proposal satisfied all relevant requirements of this title and also provided that the applicant demonstrates the following:

   1. 17.12.025 A. - The proposed amendment is consistent with the goals and policies of the comprehensive plan;

      FINDINGS: As noted, the change is limited to the name of the zone. Further, this action aligns the Zone map with Comprehensive Plan map designation. Therefore, the proposed name change remains consistent with current plan goals and policies.

2. 17.12.025 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;

   FINDINGS: This criterion does not directly apply as the intent and purpose of the respective zones remains unchanged.

3. 17.12.025 C. - Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and

   FINDINGS: Utility and service provisions are unaffected as the amendment is limited to a change in the zones' names.

4. 17.12.025 D. - The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals.

   FINDINGS: The Department of Land Conservation and Development previously acknowledged the current Comprehensive Plan. This change is consistent with that acknowledgement by assuring the Plan and Zone maps correspond.

IX. SUMMARY

A. The new Development Code updates the existing material and ensures compliance with recent changes to state law. While the core of the current material remains, the new format is expected to assist both the public and staff in applying the planning standards and requirements.

B. The new Development Code also required additional changes to both the Comprehensive and Zoning maps. These changes are in name only and do not alter the purpose of the respective Plan designations or Zones.

X. RECOMMENDATION

City staff believes the proposal can comply with the applicable decision criteria and recommends the Planning Commission recommends City Council adoption of the new Sweet Home Development Code and approval of the proposed amendments to the Comprehensive Plan Map and text, and amendments to the Zoning map.

XI. PLANNING COMMISSION ACTION

A. The Planning Commission has the following options:

1. Recommend City Council adoption of the new Development Code, and amendments to the Comprehensive Plan text and map and Zoning map, adopting findings contained in the staff report;

2. Recommend City Council adoption of the new Development Code, and amendments to the Comprehensive Plan text and map and Zoning map, adopting modified language and/or findings;

3. Recommend City Council rejection of the new Development Code, and amendments to the Comprehensive Plan text and map and Zoning map, establishing findings as to why the application fails to comply with the decision criteria.

B. Staff will prepare the appropriate document for the Chair's signature.

EXHIBIT A
Summary of Amendments

A. Adopt attached Sweet Home Development Code replacing Title 16, Title 17 and the Flood Hazard Area Regulations and Historic Resources provisions in Title 15.

B. Amend the Comprehensive Plan Table 11 “Comprehensive Plan Land Designations for Economic Development” changing the term “Recreational Commercial” to “Mixed Use Employment”.

C. Amend the Comprehsive Plan map changing the name of those properties currently designated “Recreation Commercial” to “Mixed Use Employment”.

D. Amend the Zoning map changing the name of those properties currently zoned Medium Density Residential (R-3) to Medium Density Residential (R-2); and, those properties currently zoned High Density Residential (R-2) to High Density Residential (R-3).

E. Amend the Zoning map changing the name of those properties currently zoned Mixed Residential (R-4) to Mixed Use (MU).

F. Amend the Zoning map changing the name of those properties currently zoned Residential Industrial Transitional [R/M(T)] to Medium Density Residential (R-2).

SWEET HOME DEVELOPMENT CODE

Table of Contents

ARTICLE I – GENERAL PROVISIONS

Table of Contents I-1

Chapter 17.02 **PURPOSE AND SCOPE** I-2
17.02.010 Title I-2
17.02.020 Purpose I-2
17.02.030 Conformance Required I-2
17.02.040 Administration I-2
17.02.050 Violations I-2
17.02.060 Interpretation I-3
17.02.070 Effect on Other Public and Private Regulations and Restrictions I-4
17.02.080 Conflicting Regulations I-4
17.02.090 Severability and Validity I-4
17.02.100 Fees I-5

Chapter 17.04 **DEFINITIONS** I-6
17.04.010 Grammatical Interpretation I-6
17.04.020 Definitions I-6

ARTICLE II – ZONES AND ZONING REGULATIONS

Table of Contents II-1

Chapter 17.06 **CITY COMPREHENSIVE PLAN AND CLASSIFICATIONS OF ZONES** II-5
17.06.010 Adoption of Comprehensive Plan II-5
17.06.020 Classification of Zones II-5
17.06.030 Location of Zones II-5
17.06.040 Zoning Maps II-5
17.06.050 Zoning of Annexed Areas II-6
17.06.060 Location of Zone Boundaries II-6

Chapter 17.08 **USES - GENERAL** II-7
17.08.010 Interpretations of Uses II-7
17.08.020 Permitted Uses - All Zones II-7
17.08.030 Prohibited Uses II-7

Chapter 17.10 **RESIDENTIAL LOW-DENSITY ZONE (R-1)** II-9
17.10.010 Purpose II-9
17.10.020 Permitted Uses II-9
17.10.030 Special Uses II-9

17.10.040 Conditional Uses II-10
17.10.050 Density Regulations II-10
17.10.060 Dimensional Standards II-11
17.10.070 Development Standards II-11

Chapter 17.12 RESIDENTIAL MEDIUM-DENSITY ZONE (R-2) II-13
17.12.010 Purpose II-13
17.12.020 Permitted Uses II-13
17.12.030 Special Uses II-13
17.12.040 Conditional Uses II-14
17.12.050 Density Regulations II-14
17.12.060 Dimensional Standards II-15
17.12.070 Development Standards II-15

Chapter 17.14 RESIDENTIAL HIGH-DENSITY ZONE (R-3) II-17
17.14.010 Purpose II-17
17.14.020 Permitted Uses II-17
17.14.030 Special Uses II-17
17.14.040 Conditional Uses II-18
17.14.050 Density Regulations II-19
17.14.060 Dimensional Standards II-19
17.14.070 Development Standards II-19

Chapter 17.16 MIXED USE ZONE (MU) II-21
17.16.010 Purpose II-21
17.16.020 Permitted Uses II-21
17.16.030 Special Uses II-22
17.16.040 Conditional Uses II-22
17.16.050 Density Regulations II-22
17.16.060 Dimensional Standards II-23
17.16.070 Development Standards II-23

Chapter 17.18 COMMERCIAL CENTRAL ZONE (C-1) II-25
17.18.010 Purpose II-25
17.18.020 Permitted Uses II-25
17.18.030 Special Uses II-26
17.18.040 Conditional Uses II-26
17.18.050 Dimensional Standards II-27
17.18.060 Development Standards II-28

Chapter 17.20 COMMERCIAL HIGHWAY ZONE (C-2) II-30
17.20.010 Purpose II-30
17.20.020 Permitted Uses II-30
17.20.030 Special Uses II-32
17.20.040 Conditional Uses II-32
17.20.050 Dimensional Standards II-33

17.20.060 Development Standards II-33

Chapter 17.22 INDUSTRIAL ZONE (I) II-35
17.22.010 Purpose II-35
17.22.020 Permitted Uses II-35
17.22.030 Special Uses II-36
17.22.040 Conditional Uses II-36
17.22.050 Dimensional Standards II-37
17.22.060 Development Standards II-37

Chapter 17.24 PUBLIC FACILITY ZONE (PF) II-39
17.24.010 Purpose II-39
17.24.020 Permitted Uses II-39
17.24.030 Special Uses II-39
17.24.040 Conditional Uses II-40
17.24.050 Dimensional Standards II-40
17.24.060 Development Standards II-40

Chapter 17.26 RECREATION COMMERCIAL ZONE (RC) II-42
17.26.010 Purpose II-42
17.26.020 Permitted Uses II-42
17.26.030 Special Uses II-42
17.26.040 Conditional Uses II-43
17.26.050 Special Standards II-43
17.26.060 Development Review II-45

Chapter 17.26 MIXED USE EMPLOYMENT ZONE (MUE) II-46
17.26.010 Purpose II-46
17.26.020 Permitted Uses II-46
17.26.030 Special Uses II-47
17.26.040 Conditional Uses II-48
17.26.050 Development Standards II-48
17.26.060 Special Development Requirement II-51

Chapter 17.28 NATURAL RESOURCES OVERLAY ZONE (NRO) II-52
17.28.010 Purpose II-52
17.28.020 Establishment and Applicability II-52
17.28.030 Activities Subject to Review II-52
17.28.040 Exceptions in the Riparian Zone II-52
17.28.050 Agency Review II-53
17.28.060 General Development Standards II-53
17.28.070 Variances II-55
17.28.080 Mitigation Standards II-55
17.28.090 Plan Amendment Option II-56

Chapter 17.30 FLOOD HAZARD OVERLAY (FHO) II-57
17.30.010 Statutory Authorization II-57
17.30.020 Findings of Fact II-57
17.30.030 Statement of Purpose II-57
17.30.040 Methods of Reducing Flood Loses II-58
17.30.050 Definitions II-58
17.30.060 Lands to which Chapter Applies II-63
17.30.070 Basis for Establishing the Special Flood Hazard Areas II-63
17.30.080 Coordination with State of Oregon Specialty Codes II-64
17.30.090 Compliance and Penalties for Noncompliance II-64
17.30.100 Abrogation and Severability II-64
17.30.110 Interpretation II-65
17.30.120 Warning and Disclaimer of Liability II-65
17.30.130 Development Permit Requirement. II-65
17.30.140 Designation of Floodplain Administrator II-65
17.30.150 Application for Development Permit II-65
17.30.160 Duties and Responsibilities of the Floodplain Administrator II-66
17.30.170 Establishment of Development Permit II-69
17.30.180 Variance Procedure II-70
17.30.190 Provisions for Flood Hazard Reduction — General Standards II-72
17.30.200 Critical Facilities II-74
17.30.210 Specific Standards for Riverine (Including All Non-coastal) Flood Zones II-74
17.30.220 Floodways II-78

Chapter 17.32 HISTORICAL PROPERTY OVERLAY ZONE (HPO) II-81
17.32.010 Purpose II-81
17.32.020 Conformance Required II-81
17.32.030 Definitions II-81
17.32.040 Landmark and Zone Designation II-82
17.32.050 Demolition and Moving II-83
17.32.060 Exterior Alteration and New Construction II-86
17.32.070 Notice and Public Hearing II-87

ARTICLE III – DEVELOPMENT REQUIREMENTS

Table of Contents III-1

Chapter 17.40 GENERAL PROVISIONS III-6
17.40.010 Purpose III-6
17.40.020 Application of Standards III-6
17.40.030 Application of Public Facility Standards III-6

Chapter 17.42 STREET STANDARDS III-9
17.42.010 Purpose III-9

17.42.020 Scope III-9
17.42.030 General Provisions III-10
17.42.040 Streets III-12
17.42.050 Half Street Development and Improvement III-14
17.42.060 Modification of Right-of-Way and Improvement Width III-16
17.42.070 Constructions Specifications III-16
17.42.080 Sidewalks III-16
17.42.090 Bikeways III-17
17.42.100 Private Streets III-17
17.42.110 Private Access Easement (Joint Use Driveway) III-17
17.42.120 Lots and Parcels Served by Private Access Easements III-19
17.42.130 Traffic Impact Study III-19

Chapter 17.44 OFF-STREET PARKING AND LOADING III-21
17.44.010 Purpose III-21
17.44.020 Scope III-21
17.44.030 Location III-22
17.44.040 Joint Use III-22
17.44.050 General Provisions Off-street Parking and Loading III-23
17.44.060 Off-street Automobile and Bicycle Parking Requirements III-23
17.44.070 Off-Street Loading Requirements III-25
17.44.080 Parking and Loading Development Requirements III-25

Chapter 17.46 STORM DRAINAGE AND GRADING III-29
17.46.010 Purpose III-29
17.46.020 Scope III-29
17.46.030 Plan for Storm Drainage and Erosion Control III-29
17.46.040 General Standards III-29
17.46.050 Grading III-30

Chapter 17.48 UTILITY LINES AND FACILITIES III-32
17.48.010 Purpose III-32
17.48.020 Standards III-32
17.48.030 Public Facility Improvements III-33

Chapter 17.50 SIGNS III-34
17.50.010 Purpose III-34
17.50.020 Definitions III-34
17.50.030 General Standards III-36
17.50.040 Design and Construction III-37
17.50.050 Types of Signs III-37
17.50.060 Exemptions III-38
17.50.070 Marquee Signs III-39
17.50.080 Temporary Signs III-39
17.50.090 Prohibited Signs III-39
17.50.100 Signs in Residential Zones III-40

17.50.110 Signs in Commercial and Industrial Zones III-41
17.50.120 Signs on Public Property III-42
17.50.130 Special Signs III-43
17.50.140 Enforcement III-43
17.50.150 Interpretation III-43
17.50.160 Variances - Signs III-44

Chapter 17.52 FENCING AND SCREENING III-45
17.52.010 Purpose III-45
17.52.020 General Standards III-45
17.52.030 Materials III-46
17.52.040 Location and Height - Residential Zones III-47
17.52.050 Location and Height – Non-residential Zones III-48
17.52.060 Placement of Fencing on Public Rights-of-Way or Easements III-48
17.52.070 Pathway Fencing III-48
17.52.080 Fences Required for Sight-obscuring Purposes III-49
17.52.090 Fence Advertising or signage III-49
17.52.100 Swimming Pool Fencing III-49

Chapter 17.54 LANDSCAPING III-50
17.54.010 Purpose III-50
17.54.020 Scope III-50
17.54.030 Minimum Area Requirements III-50
17.54.040 General Provisions III-51
17.54.050 Planting and Maintenance III-52

Chapter 17.56 YARD AND LOT STANDARDS III-54
17.56.010 New Buildings Shall be on a Lot III-54
17.56.020 Yards Apply Only to One Building III-54
17.56.030 Front Yard Projections III-54
17.56.040 Side Yard Projections III-54
17.56.050 Rear Yard Projections III-55
17.56.060 Vision Clearance III-55

Chapter 17.58 LAND DIVISIONS III-57
17.58.010 Purpose III-57
17.58.020 Scope III-57
17.58.030 Standards for Lots or Parcels III-57
17.58.040 Additional Standards for Subdivisions III-58
17.58.050 Improvement Requirements - Partition III-60
17.58.060 Improvement Requirements - Subdivision III-61
17.58.080 Improvement Procedures III-63

Chapter 17.60 PLANNED DEVELOPMENTS III-64
17.60.010 Purpose III-64

17.60.020 Objectives III-65
17.60.030 Ownership III-65
17.60.040 Uses Permitted – Residential Zones III-65
17.60.050 Uses Permitted – Other Zones III-66
17.60.060 Development Requirements III-66
17.60.070 Conditions of Approval III-69
17.60.080 Modification of an Approved Planned Development III-69

Chapter 17.62 COTTAGE CLUSTER DEVELOPMENTS III-70
17.62.010 Purpose III-70
17.62.020 Permitted Cottage Cluster Building Types III-71
17.62.030 Site Requirements III-71
17.62.040 Building Requirements III-74
17.62.050 Process III-76

Chapter 17.64 MANUFACTURED DWELLING PARKS III-77
17.64.010 Scope III-77

Chapter 17.66 MANUFACTURED HOMES ON INDIVIDUAL LOTS III-80
17.66.010 Scope III-80
17.66.020 General Standards III-80

Chapter 17.68 HOME OCCUPATION III-82
17.68.010 Standards III-82
17.68.020 Process III-83

Chapter 17.70 RESIDENTIAL ACCESSORY STRUCTURES III-84
17.70.010 Single Family Residences III-84
17.70.020 Multiple Family Developments III-85

Chapter 17.72 SPECIAL RESIDENTIAL DWELLINGS III-86
17.72.010 Residential Accessory Dwelling Units III-86
17.72.020 Attached Dwellings III-86
17.72.030 Affordable Housing Provisions III-87

Chapter 17.74 TEMPORARY USES III-88
17.74.010 Purpose III-88
17.74.020 Permitted Uses III-88

Chapter 17.76 BED AND BREAKFAST ESTABLISHMENTS III-91
17.76.010 Purpose III-91
17.76.020 General Provisions III-91
17.76.030 Operation Requirements III-92

Chapter 17.78 HOUSES OF WORSHIP III-93
17.78.010 Allowed Uses III-93

17.78.020 Special Housing Provisions III-93
17.78.030 Affordable Housing Provisions III-93

Chapter 17.80 WIRELESS TELECOMMUNICATIONS FACILITIES III-95
17.80.010 Purpose III-95
17.80.020 Definitions III-95
17.80.030 Review Procedures III-97
17.80.040 Siting Preferences III-97
17.80.050 Standards and Requirements III-98
17.80.060 Attached Telecommunications Facilities III-100
17.80.070 Abandonment of Facilities III-101
17.80.080 Application III-101
17.80.090 Special Review Criteria III-104

Chapter 17.82 GENERAL STANDARDS III-106
17.82.010 Lots of Record III-106
17.82.020 Exceptions to Lot Size Requirements III-106
17.82.030 Lots Abutting a Partial Street III-106
17.82.040 Protection of Runoff Capacity of Natural Drainage Channels . III-107
17.82.050 Farm Uses and Livestock III-107
17.82.060 General Exception to Building Height Limitations III-107
17.82.070 Height Exceptions for Public Buildings III-107
17.82.080 Additions to Existing Structures III-108
17.82.090 Miscellaneous Exceptions to Setback Requirements III-108
17.82.100 Nonconforming Uses III-109

ARTICLE IV – REVIEW PROCEDURES

Table of Contents IV-1

Chapter 17.90 APPLICATIONS - GENERAL IV-5
17.90.010 Summary of Application Types IV-5
17.90.020 Type of Actions IV-5
17.90.030 Table of Land Use Application Procedures IV-6
17.90.040 Other Reviews IV-7
17.90.050 Expiration of Approval and Time Extension IV-7
17.90.060 Exercising a Land Use Approval IV-8
17.90.070 Modification of Decisions IV-8

Chapter 17.92 PROPERTY LINE ADJUSTMENTS IV-10
17.92.010 Applicability IV-10
17.92.020 Process IV-10
17.92.030 Application IV-10
17.92.040 Submittal Requirements IV-10
17.92.050 Decision Criteria IV-10
17.92.060 Implementation IV-11

Chapter 17.94 HOME OCCUPATIONS IV-12
17.94.010 Applicability IV-12
17.94.020 Process IV-12
17.94.030 Application IV-12
17.94.040 Submittal Requirements IV-12
17.94.050 Decision Criteria IV-12

Chapter 17.96 INTERPRETATIONS IV-13
17.96.010 Applicability IV-13
17.96.020 Process IV-13
17.96.030 Application IV-13
17.96.040 Decision Criteria IV-13

Chapter 17.98 PARTITIONS IV-14
17.98.010 Applicability IV-14
17.98.020 Process IV-14
17.98.030 Application IV-14
17.98.040 Submittal Requirements IV-14
17.98.050 Decision Criteria IV-15
17.98.060 Final Plat Approval IV-15
17.98.070 Expedited Land Division IV-16

Chapter 17.100 ADJUSTMENT IV-17
17.100.010 Applicability IV-17
17.100.020 Process IV-17
17.100.030 Application IV-17
17.100.040 Submittal Requirements IV-17
17.100.050 Adjustment Applicability IV-18
17.100.060 Decision Criteria IV-18

Chapter 17.102 SITE DEVELOPMENT REVIEW IV-19
17.102.010 Applicability IV-19
17.102.020 Process IV-19
17.102.030 Application IV-19
17.102.040 Applicability of Provisions IV-19
17.102.050 Submittal Requirements IV-20
17.102.060 Decision Criteria IV-21

Chapter 17.104 CONDITIONAL USE PERMITS IV-22
17.104.010 Applicability IV-22
17.104.020 Process IV-22
17.104.030 Application IV-22
17.104.050 Submittal Requirements IV-22
17.104.060 Decision Criteria IV-23
17.104.060 Conditions of Approval IV-23

Chapter 17.106 VARIANCE IV-25
17.106.010 Applicability IV-25
17.106.020 Process IV-25
17.106.030 Application IV-25
17.106.040 Submittal Requirements IV-25
17.106.060 Variance Applicability IV-26
17.106.060 Decision Criteria IV-26

Chapter 17.108 NONCONFORMING USES IV-28
17.108.010 Applicability IV-28
17.108.020 Process IV-28
17.108.030 Application IV-28
17.108.060 Decision Criteria IV-28
17.108.060 Conditions of Approval IV-28

Chapter 17.110 SUBDIVISIONS AND PLANNED DEVELOPMENTS IV-29
17.110.010 Applicability IV-29
17.110.020 Process IV-29
17.110.030 Application IV-29
17.110.040 Submittal Requirements IV-29
17.110.050 Decision Criteria - Subdivision IV-31
17.110.050 Decision Criteria – Planned Development IV-31
17.110.060 Final Plat Requirements IV-32
17.110.060 Process for Final Plat Approval IV-33

Chapter 17.112 COMPREHENSIVE PLAN MAP AMENDMENT IV-35
17.112.010 Applicability IV-35
17.112.020 Process IV-35
17.112.030 Application IV-35
17.112.040 Submittal Requirements IV-35
17.112.060 Decision Criteria IV-35

Chapter 17.114 ZONE MAP AMENDMENT IV-37
17.114.010 Applicability IV-37
17.114.020 Process IV-37
17.114.030 Application IV-37
17.114.040 Submittal Requirements IV-37
17.114.060 Decision Criteria IV-37

Chapter 17.116 TEXT AMENDMENTS IV-39
17.116.020 Process IV-39
17.116.030 Application IV-39
17.116.060 Decision Criteria IV-39

Chapter 17.118 ANNEXATIONS IV-40
17.118.010 Authority of City to Annex IV-40
17.118.020 Process IV-40
17.118.030 Application IV-40
17.118.040 Decision Criteria IV-40
17.118.050 Effective Date of Annexation IV-40
17.118.060 Zone Designation of Annexed Property IV-41

Chapter 17.120 GENERAL ADMINISTRATIVE PROVISIONS IV-42
17.120.010 Multiple Applications IV-42
17.120.020 Generalized Area IV-42
17.120.030 Application Forms IV-42
17.120.040 Time Limit IV-42
17.120.050 Nature of Appeal Hearings IV-43
17.120.060 Notice IV-43

Chapter 17.122 TYPE I APPLICATION AND REVIEW PROCEDURES IV-44
17.122.010 Procedure for Type I Action IV-44

Chapter 17.124 TYPE II APPLICATION AND REVIEW PROCEDURES IV-46
17.124.010 Procedure for Type II Action IV-46
17.124.020 Conditions of Approval IV-48

Chapter 17.126 TYPE III APPLICATION AND REVIEW PROCEDURES IV-50
17.126.010 Procedure for Type III Action IV-50
17.126.020 Conditions of Approval IV-51
17.126.030 Call Up by the City Manager IV-52

Chapter 17.128 TYPE IV APPLICATIONS AND REVIEW PROCEDURES IV-53
17.128.010 Procedure for Type IV Action (Quasi-Judicial) IV-53
17.128.020 Procedure for Type IV Action (Legislative) IV-55

Chapter 17.130 PUBLIC HEARING BEFORE THE PLANNING COMMISSION IV-57
17.130.010 General Provisions IV-57
17.130.020 Planning Commission Hearing Procedures IV-57
17.130.030 Evidence IV-58
17.130.040 Limits on Oral Testimony IV-59
17.130.050 Exhibits IV-59
17.130.060 Record of Hearing IV-59

Chapter 17.132 REVIEW AND PUBLIC HEARINGS BY CITY COUNCIL IV-60
17.132.010 General Provisions IV-60
17.132.020 City Council Review of Appeals IV-60

ARTICLE I – GENERAL PROVISIONS

Table of Contents I-1

Chapter 17.02 **PURPOSE AND SCOPE** I-2
17.02.010 Title I-2
17.02.020 Purpose I-2
17.02.030 Conformance Required I-2
17.02.040 Administration I-2
17.02.050 Violations I-2
17.02.060 Interpretation I-3
17.02.070 Effect on Other Public and Private Regulations and Restrictions I-4
17.02.080 Conflicting Regulations I-4
17.02.090 Severability and Validity I-4
17.02.100 Fees I-4
17.02.110 Nondiscrimination I-5

Chapter 17.04 **DEFINITIONS** I-6
17.04.010 Grammatical Interpretation I-6
17.04.020 Definitions I-6

17.02 PURPOSE AND SCOPE

17.02.010 TITLE

This document shall be known as the **Sweet Home Development Code.** Further, the regulations contained herein this Title may be referred to as the "Development Code" or "Code."

17.02.020 PURPOSE

This Development Code is enacted to:

A. Implement the goals and policies of The City of Sweet Home Comprehensive Land Use Plan;

B. Promote the public health, safety, prosperity, and general welfare of the community; and

C. Provide methods of administering and enforcing the provisions of this Development Code.

17.02.030 CONFORMANCE REQUIRED

The use of all land, as well as the construction, reconstruction, enlargement, structural alteration, movement, use, or occupation of any structure within The City of Sweet Home shall conform to the requirements of this Code.

17.02.040 ADMINISTRATION

The Development Code shall be administered by the City Manager of The City of Sweet Home. Unless otherwise specifically prohibited by Charter, the City Manager is granted the authority to delegate his/her duties under this Code.

17.02.050 VIOLATIONS

A. *Enforcement*. It shall be the duty of the City Manager, or other designated agents of The City, to enforce this Code. All officials, employees, and contract employees of The City of Sweet Home who have the authority to issue permits shall comply with the provisions of this Code and shall not issue or approve any permit, certificate or license for any use, building, or purpose, which violates or fails to comply with conditions or standards imposed by this Code. Any permit, certificate or license issued in conflict with the provisions of this Code, intentionally or otherwise, shall be void.

B. *Penalty.* Violation of this title constitutes a violation and may be prosecuted under the provisions of Sweet Home Municipal Code Chapter 9.36 as now enacted or hereafter amended. Each day's violation is a separate offense.

C. *Inspection and Right of Entry*. Whenever there is reasonable cause to suspect a violation of this Development Code, or when necessary to investigate an application or revocation of an approval under procedures prescribed in this Development Code, officials responsible for enforcement or administration of this Development Code may enter onto a site or structure for the purpose of investigation, provided it shall be done in a reasonable manner. No premises shall be entered without first attempting to obtain the consent of the owner or occupant. If consent cannot be obtained, the responsible official shall secure an inspection warrant from a court of competent jurisdiction before further attempts to gain entry and shall have recourse to every other remedy provided by law to secure entry.

D. *Alternative remedy.* In case a structure is located, constructed, maintained, repaired, altered, or used, or land is used in violation of this title, the structure or land thus in violation shall constitute a nuisance. The City may, as an alternative to other remedies that are legally available for enforcing this title, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, enjoin, abate or remove the unlawful location, construction, maintenance, repair, alteration or use. For abatement The City may follow the procedure set out in Sweet Home Municipal Code Article II of Chapter 8.04 as now enacted or hereafter amended, except no hearing need be held before abatement occurs if a hearing before the Planning Commission or City Council has already been held on the issue in dispute and the body has made a final decision thereon. The City can recover its expenses as set forth in the abatement procedure.

E. Permits or approval, including renewals and extensions, shall not be issued for development on property in which uncorrected code violations exist except to the extent the permits or approvals are needed to correct the violation.

17.02.060 INTERPRETATION

A. Authority. The provisions of this Development Code shall be interpreted as minimum requirements. When this Development Code imposes a greater restriction than is required by other provisions of law, or by other regulations, resolutions, easements, covenants or agreements between parties, the provisions of this Development Code shall control. When a certain provision of the Development Code conflicts with another provision of this Development Code, or is unclear, the correct interpretation of the Code shall be determined by the City Manager. The Manager may request that City Legal Counsel, the Community and Economic Development

Director, the Planning Commission, or the City Council resolve the conflict or uncertainty.

B. Process. The City shall keep a record of all such interpretations made by The City including the reasoning behind the interpretation. Requests by the public for an interpretation shall be processed as a Type I application.

17.02.070 EFFECT ON OTHER PUBLIC AND PRIVATE REGULATIONS AND RESTRICTIONS

It is not the intent of the Development Code to interfere with other laws or Codes relating to the use of structures, vehicles, or land, or relating to the construction or alteration of any buildings or improvements. It is not the intent of this Development Code to interfere with any easement, deed restriction, covenant or other legally enforceable restriction imposed on the use or development of land more restrictive than the provisions of this Development Code. Further, it is not the intent of this Development Code to enforce deed restrictions, covenants, and similar legal instruments.

17.02.080 CONFLICTING REGULATIONS

All other codes, ordinances or parts of codes or ordinances in conflict herewith are hereby repealed.

17.02.090 SEVERABILITY AND VALIDITY

If any article, section, sentence, clause, or phrase of this Development Code is held by a court of competent jurisdiction to be invalid, for any reason, said decision shall not affect the validity of the remainder of this Development Code. The City Council of The City of Sweet Home, Oregon hereby declares that it would have adopted this Development Code, and each article, section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more article, section, sentence, clause or phrases might be declared invalid.

17.02.100 FEES

A. Purpose. Fees are for the purpose of defraying administrative costs.

B. General Provisions:

1. Payment. Fees shall be payable at the time of application and shall be as set forth by Resolution of the City Council. There shall be no fee required for an application initiated by the Planning Commission or the City Council.
2. Failure to Pay. The failure to submit the required fee with an application or notice of appeal, including return of checks unpaid or

other failure of consideration, shall be a defect and result in an incomplete application.

3. Refunds. Fees are not refundable unless the application is withdrawn prior to the notification of the application or hearing.
4. Fee Reduction. The City Council may reduce or waive the fees upon showing of just cause to do so.

17.02.110 NONDISCRIMINATION

The city shall not discriminate based on race, religion, national origin, age, color, gender, sexual orientation, physical disability, or socio-economic status in the administration or enforcement of this code.

17.04 DEFINITIONS

17.04.010 GRAMMATICAL INTERPRETATION

A. Interpretation. Words used in the masculine include the feminine, and feminine the masculine. Words used in the present tense include the future, the singular number includes the plural, and the word "shall" be mandatory and not discretionary. Where terms or words are not defined, they shall have their ordinary accepted meanings within the context of their use.

B. Headings. If there is any conflict or inconsistency between the heading of an article, section or paragraph of this Development Code and the context thereof, the said heading shall not be deemed to affect the scope, meaning or intent of such context.

C. General and Specific Terms. The definitions in this Section include those that are applicable to the entire Development Code and those terms that apply to specific Sections. For example, “Recreational Vehicle” refers to recreational vehicles located within The City; “Recreational Vehicle (FHO)” refers to recreational vehicles located within the Flood Hazard Area Overlay Zone. Terms used in specific sections are identified as follows:

(NRO)	Natural Resource Overlay Zone Chapter 17.28
(FHO)	Flood Hazard Area Overlay Zone; Chapter 17.30
(HPO)	Historic Property Overlay Zone, Chapter 17.32
(SIGN)	Signs; Chapter 17.50
(WTCF)	Wireless Telecommunications Facilities; Chapter 17.80

17.04.020 DEFINITIONS

The following words and phrases, when used in this Development Code, shall have the meanings ascribed to them in this Chapter, except in those instances where the context clearly indicates a different meaning.

ABANDONED SIGN (SIGN) - A sign structure with a display surface associated with a use of a property that has ceased for a period of at least six months.

ABUT OR ABUTTING - Adjacent, contiguous, or adjoining exclusive of street right-of-way with a common boundary line, except that where two or more lots adjoin only a corner or corners, they shall not be considered as abutting unless the common property line between the two parcels measures at least eight feet in a single direction.

ACCESS - The way or means by which pedestrians, bicycles and vehicles shall have safe, adequate, and usable ingress and egress to property.

1. Alternate Property access by a means other than the proposed approach or access connection. It may include an existing public right-of-way, another location on the subject street or highway, an easement across adjoining property, a different street, a service road, a local road, or an alley, and may be in the form of a single or joint approach.
2. Control Where the right of access between a property abutting the highway and the highway has been acquired by a roadway authority, or eliminated by law, pursuant to access or approach spacing standards.
3. Easement An access conveyed for the purpose of providing vehicle, bicycle, and/or pedestrian access from a public street to a lot or parcel across intervening property under separate ownership from the parcel being provided access. Cross access easement is an easement providing vehicular access between two or more separate sites, so that the driver need not enter the public street system between sites.
4. Point A connection providing for the movement of vehicles between a lot or parcel and a public roadway.
5. Reasonable Access that does not require excessive out-of-direction travel or pose a safety hazard.
6. Spacing / Intersection Spacing The minimum required distance from an intersection of a public or private street to the nearest driveway or other access connection, measured from the closest edge of the pavement of the intersecting street to the closest edge of the pavement of the connection along the traveled way.
7. Way A walkway or multi-use path connecting two rights-of-way to one another where no vehicle connection is made.

ACCESS MANAGEMENT - Regulation of access to streets, roads, and highways from abutting property and public and private roads and driveways.

ACCESSORY BUILDING, STRUCTURE - A detached, subordinate building or portion of a main building, the use of which is incidental to that of the main building or to the use of the land but does not include dwellings or living quarters.

ACCESSORY DWELLING - An interior, attached or detached residential structure that is used in connection with, or that is accessory to, a single-family dwelling.

ACCESSORY USE - A use incidental, appropriate and subordinate to the main use of the parcel, lot or building.

ACCESSWAY - An unobstructed way or required width containing a paved drive or roadway, which provides vehicular access within a development.

ADJACENT - In near, or close, proximity.

ADEQUATE ACCESS - Direct routes of travel between destinations.

ADEQUATE AREA - Space sufficient to provide all required public services to standards defined in this Development Code.

ADVERSE - Acting against or contrary to, as to cause harmful interference or conflict.

ADVERSE IMPACT - An impact that is detrimental to or contrary to the desired effect or so opposed as to cause harmful interference. A negative effect that is detrimental to the public welfare or injurious to people, property, or the community environment.

AGRICULTURE - The use of land, typically larger than one acre, for the primary purpose of deriving income from growing plants, crops, orchards, or fruit production.

ALLEY - A minor public or private accessway affording only secondary means of access to the back or side of property otherwise abutting a public street.

ALTERED OR ALTERATION - Any change or repair, which is intended to prolong the life of a supporting component of a building, such as bearing walls, columns, beams, or girders; or any excavation, grading, or contouring of land, which changes the topography, slope, and/or drainage flow from natural conditions.

ALTERED (SIGN) - The modification of the size, shape, or height of a sign, including the replacement of the display surface materials with other comparable materials and the sign structure. This does not include normal maintenance and repair of an existing sign.

ALTERATION (HPO) - A change, addition, or modification to the exterior of a building.

AMUSEMENT OR RECREATIONAL SERVICES - Establishments engaged in providing entertainment for a fee and including, but not limited to, such activities as dance halls; studios; theatrical productions; bands, orchestras, and other musical entertainment; commercial facilities such as arenas, rings, rinks and racetracks; public golf courses; coin operated devices; amusement parks; membership sports and health clubs; swimming pools; and expositions.

ANTENNA, WIRELESS TELECOMMUNICATIONS - The physical device, commonly in the form of a metal rod, wire panel or dish, through which electromagnetic, wireless telecommunications signals authorized by the Federal Communications Commission are transmitted or received. Antennas used by amateur radio operators, police, fire, and AM radio are excluded from this definition.

APARTMENT - A dwelling unit in a multiple-family building.

APPLICANT - The owner of record, contract purchaser, or legal representative or designee.

APPEAL - A request for a review, by a higher review authority, of any land use decision or interpretation of any provision of this Development Code.

APPEAL (FHO) - A request for a review of the interpretation of any provision of this Code or a request for a variance.

APPROACH OR DRIVEWAY APPROACH - That portion of land which accesses onto a public or private street.

APPROVAL AUTHORITY - The person or body authorized to make application decisions.

AREA OF SHALLOW FLOODING (FHO) - A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

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

ATTACHED WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A wireless telecommunications facility that is affixed to an existing structure, other than a wireless telecommunications tower.

AUTOMOBILE WRECKING YARD - A building or lot used for dismantling or disassembling of motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles, or their parts.

AWNING - A permanent roofed structure which may be free-standing or partially attached to a building for the purpose of providing shelter.

BANKFULL STAGE - The elevation at which water overflows the natural banks of the stream.

BASE FLOOD (FHO) - The flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - (FHO) - The elevation to which floodwater is anticipated to rise during the base flood.

BASEMENT - A portion of a building which has less than one-half (1/2) or more of its height measured from finished floor to finished ceiling below the average elevation of the adjoining grade.

BASEMENT (FHO) - Any area of the building having its floor subgrade (below ground level) on all sides.

BED AND BREAKFAST ESTABLISHMENT - A building or premises used for the provision of lodging and meals, usually breakfast, for compensation.

BICYCLE FACILITIES – Improvements that provide for the needs of bicyclists, including bikeways and bicycle parking.

BIKEWAY - The general term for the five basic types of bikeways:

1. Bike Lanes - A hard surfaced or paved facility, either separated physically from a road or separated by paint stripes, and which is designated specifically for use by bicyclists.
2. Cycle Track - A hard surfaced or paved facility separated physically from a road or street, and which is designated specifically for two-way use by bicyclists
3. Shoulder Bikeways are where bicyclists travel within the roadway's paved shoulder. Typically, shoulder bikeways are four to six feet in width.
4. Shared Roadways are roadways where bicyclists and motor vehicles share the travel lane.
5. Multi-Use Paths are separated from vehicular traffic. They are two-way pathways about 10 feet wide used by pedestrians, bicyclists, and joggers.

BIOENGINEERING – A method of erosion control and landscape restoration using live plants, such as willows.

BLOCK - A tract of land bound on four sides by streets or bounded by streets and other such features as the city limits or physical barriers such as bodies of water or canyons.

BOARDING AND/OR ROOMING HOUSE - A building where lodging, with or without meals, is provided for compensation. This term shall not include Nursing Homes or Group Care Homes.

BUFFERS OR BUFFERING - Distance, landscaping, walls, berms, or other measures used to physically separate one land use from another.

BUILDING - Any structure enclosed with walls, excluding canvas or fabric, including windows and doors, having a roof and permanent foundation, conforming to the design and construction requirements of the Oregon Residential Structural Specialty Code, built, and maintained for the support, shelter or enclosure of persons, animals, chattels, or property of any kind. Trailers, with or without wheels, shall not be considered as buildings, except those manufactured homes sited in accordance with standards in this Development Code shall be considered a building.

BUILDING (FHO) - See ***STRUCTURE***.

BUILDING ADMINISTRATOR/INSPECTOR - A designated person with duties and authority to enforce all building codes and the provisions of this Development Code.

BUILDING COVERAGE - The maximum percent of a lot that may be covered with all buildings on the lot and based on the ground floor area.

BUILDING ENVELOPE - The land area, outside of all required setbacks, which is available for construction of a primary structure on a particular property.

BUILDING HEIGHT - The vertical distance from the average ground level measured five feet away from the foundation of a building to the highest point of the coping of a flat roof, deck line of a mansard roof, or to the middle height between the eaves and ridge of a pitch or hip roof. If a building is divided into units or segments by means of masonry walls or firewalls and parapets, each unit shall be calculated separately relative to building height.

BUILDING LINE - A line that is adjacent to the front side of a main building parallel to the front lot line.

BUILDING OFFICIAL - An individual empowered by the City Council to administer and enforce building regulations.

BUILDING, PRIMARY - A building within which is conducted the principal use permitted on the lot, as provided in this title.

CAPACITY - Maximum holding or service ability, as used for transportation, utilities, parks, and other public facilities. See also, definition of “Occupancy” in applicable building codes.

CARPOOL - Two or more persons commuting in a single vehicle.

CARPORT - A stationary structure consisting of a roof with its supports anchored and not more than one wall or storage cabinet substituting for a wall and used for covering a vehicle parking space.

CEMETERY - Land used or intended to be used for the burial of the dead, and dedicated for cemetery purposes, including a columbarium, crematory, mausoleum, or mortuary, when operated in conjunction with and within the boundary of such cemetery.

CHANGE OF USE - Change in the primary type of use on a site as defined and administered by the Building Official.

CITY - The City of Sweet Home, Oregon.

CITY COUNCIL OR COUNCIL - The legally elected City Council of The City of Sweet Home, Oregon.

CITY MANAGER - The individual employed by the City Council of The City of Sweet Home, Oregon as the City Manager.

CLEARANCE (SIGN) - The distance measured from the highest point of the grade below the sign to the lowest point of the sign.

CLEAR-VISION AREA - A triangular area on a lot at the intersection of two streets or a street and a railroad. Two sides are lines measured from the corner intersection of the right-of-way lines for a specific distance. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides. Where the lines at the intersections have rounded corners the right-of-way lines will be extended in a straight line to a point of intersection.

CLINIC - A facility for delivering ambulatory patient-centered care by a group of physician(s), dentist(s), or other licensed practitioner(s) on an out-patient basis and not involving overnight housing of patients.

CLINIC, LARGE ANIMAL - A business establishment in which veterinary services are rendered to large animals including livestock with no overnight boarding.

CLINIC, SMALL ANIMAL - A business establishment in which veterinary services are rendered to small domestic pets with no overnight boarding.

CLUB - A facility owned or operated for a social, fraternal, religious, educational, or recreational purpose, to which membership is required for participation and which is neither operated primarily for profit nor to render a service which is customarily carried on by a business.

CO-LOCATION (WTCF) - A wireless telecommunications facility comprised of a single telecommunications tower or building supporting one or more antennas, dishes or similar devices owned or used by more than one provider.

COMMUNITY CENTER - A facility owned and operated by a governmental agency or a non-profit community organization which is open to any resident of the neighborhood in which the facility is located or to any resident of The City or surrounding area, provided that the primary purpose of the facility is for assembly and provided further that no permanent or temporary commercial eating or drinking facilities shall be operated on the premises.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR - The individual holding the position of the Community and Economic Development Director for The City of Sweet Home, Oregon.

COMPREHENSIVE PLAN - The Comprehensive Plan of The City of Sweet Home, Oregon.

CONDOMINIUM - A type of residential development utilizing zero lot lines, individual ownerships of units and common ownership of open space and other facilities, and which are regulated, in part by O.R.S. Chapter 100.

COUNTY ASSESSOR - The County Assessor of Linn County, Oregon.

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

CULTURAL RESOURCE INVENTORY (HPO) - Historical buildings or sites identified as “significant” on the Goal 5 historical resource inventory.

CURB LINE - The line indicating the edge of the vehicular roadway within the overall right-of-way. *Also,* the face of the curb that delineates the roadway line from block to block, excluding pedestrian and parking bulb outs.

CUT - Any act by which earth, sand, gravel, rock, or any other similar material is excavated or removed from a site or parcel of land and includes the conditions resulting there from.

DAY CARE FACILITY - An institution, establishment, or place, appropriately licensed by the State of Oregon and not a part of a public-school system that provides childcare to three or more children not of common parentage, including a childcare center, certified family childcare home, and registered family child care home. It includes those known under a descriptive name, such as nursery school, preschool, kindergarten, child play school, before or after school care, or child development center, except those excluded under ORS 329A.250. This term applies to the total childcare operation and includes the physical setting, administration, staff, equipment, program, and care of children.

DAY NURSERY - Any institution, establishment, or place, including nursery schools or private kindergartens, in which are commonly received at one time three or more children not of common parentage, under the age of six years for a period or periods not exceeding 12 hours for the purpose of being given board, care or training apart from their parents or guardians for compensation or reward.

DECLARANT - The person who files a declaration under ORS 92.075.

DECLARATION - The instrument described in ORS 92.075 by which the subdivision or partition plat was created.

DEDICATION - The designation of land by its owner for any public use as reflected on a subdivision or partition plat, deed, or other recording with the County. The term may also be used for dedications to a private homeowners' association.

DELINEATION - An analysis of a resource by a qualified professional that determines its boundary according to an approved methodology.

DEMOLISH (HPO) - To raze, destroy, dismantle, deface or in any other manner cause partial or total destruction of a landmark or any building within an historic zone.

DENSITY - The number of residential dwelling units per acre of land.

1. Gross density is calculated based on the total property acreage of each tax lot multiplied by the allowed units per acre.
2. Net density is calculated on the total acres, minus any floodplain, dedicated right-of-way, or other proposed or required dedications or allocations of land to uses other than the allowed residential units, except garages and other typical residential accessory uses.

DEVELOPMENT - Any human-caused change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, or drilling operations.

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

DISCRETIONARY - A permit action or decision that involves substantial judgment or discretion.

DISPLAY SURFACE (SIGN) - The area made available by the sign structure for the purpose of displaying the message.

DLCD – Oregon Department of Land Conservation and Development.

DRIVEWAY - A private way used by vehicles and pedestrians to gain access from an approved public access or right-of-way onto a lot or parcel of land.

DRIVEWAY, JOINT USE– When land uses on two or more parcels share one driveway.

DWELLING, MULTI-FAMILY - A structure containing three or more dwelling units. The land underneath the structure is not divided into separate lots.

DWELLING, SINGLE-FAMILY - A detached structure on a lot or parcel that is comprised of a single dwelling unit.

DWELLING, SINGLE-FAMILY ATTACHED - A dwelling unit that is part of a row of two or more attached dwelling units, where each unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit.

DWELLING, TWO-FAMILY (DUPLEX) - A building designed or used as two attached residential dwelling units, neither of which meets the definition of an accessory dwelling unit.

DWELLING UNIT - A building, or a portion thereof that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. A recreational vehicle is not a Dwelling Unit.

EASEMENT - A grant of the right to use a strip of land for designated purposes.

ENCROACHMENT - Advancement of a surrounding or adjacent use or structure onto another property, right-of-way or a natural resource or hazard.

ERECT - To build, construct, attach, place, suspend or affix.

EXCAVATION - The removal of organic or inorganic material (e.g., soil, sand, sediment, muck) by human action.

EXPOSED ILLUMINATION - A light source that is seen such as neon, fiber optics, LED, bare bulbs, or similar light sources.

EXTERNAL ILLUMINATION - An external light source directed to illuminate the exterior surface of the sign.

FAMILY - Persons living together in a dwelling unit as a single housekeeping unit.

FARMING – To engage in the cultivation of crops or the raising of animals. Farm Use as defined in ORS 215.203 including non-farm uses authorized by ORS 215.213 and ORS 215.283.

FENCE - Any permanent partition, structure, or gate erected as a dividing marker, barrier, or enclosure, including hedges, or living bushes or shrubs, encircling either wholly or any portion of any area.

FENCE, SIGHT OBSCURING - A continuous fence, wall, evergreen planting or combination thereof, constructed and/or planted so as to effectively screen the particular use from view.

FILL - Any act by which earth, sand, gravel, rock, or any other similar material is deposited, placed, pulled, or transported to raise the land to a higher level or grade.

FLOOD OR FLOODING (FHO)

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

FLOOD ELEVATION STUDY (FHO) - An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

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

FLOOD INSURANCE STUDY (FIS) - (FHO) - See ***FLOOD ELEVATION STUDY***.

FLOOD PROOFING (FHO) - Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

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

FLOOR AREA - The area of the building, exclusive of porches and exterior stairs, which shall extend to the exterior faces of all walls. Floor area shall include all levels within a structure, including mezzanines and additional stories above the first floor, and including basements improved for regular human occupancy. Within a residential structure, floor area does not include garages or carports.

FLOOR ELEVATION - The height above mean sea level of the first floor of a building that is not a basement.

FLOOR, HABITABLE - Any floor area intended to be used for residential living purposes, which includes working, sleeping, eating, cooking, or recreating, or a combination thereof. A floor area used only for storage purposes is not a “habitable floor”.

FRONTAGE - The linear edge of a property along the property line abutting a street, or private accessway.

FUNCTIONALLY DEPENDENT USE (FHO) - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

GARAGE, PRIVATE - A detached accessory building or portion of a main building for the parking of automobiles of the occupants of the premises.

GARAGE, PUBLIC - A building other than a private garage used for the care, repair, parking, or storage of automobiles.

GRADE – GROUND LEVEL - The average elevation of the finished ground level at the centers of all walls of a building, except that if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation nearest the center of the wall shall constitute the ground level.

HARD SURFACE - An area surfaced with asphalt, concrete, paving blocks, or an equivalent substance approved by the City Engineer but shall not include gravel.

HEDGE - A row of bushes or small trees planted close together which may form a barrier, enclosure or boundary in the front yard or street side yard.

HIGH GROUNDWATER - The near surface groundwater which can present a problem to land development and engineering construction.

HALF-STORY - Means that part of any building wholly or partly within the roof frame and not occupying more than two-thirds of the floor area immediately below it.

HANDOFF (WTCF)- Refers to the process of transferring an active call or data session from one cell in a cellular network to another or from one channel in a cell to another.

HEIGHT (SIGN) - The distance measured from the highest point of the natural grade below the sign to the highest attached component of the sign.

HIGHEST ADJACENT GRADE (FHO) - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE (FHO) - Any structure that is:

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

HISTORIC ZONE (HPO) - A geographically definable area, the boundaries of which have been adopted by the City Council pursuant to provisions in Chapter 17.215.

HOME OCCUPATION - A lawful occupation carried on by a resident of a dwelling, where the occupation is secondary to the main use of the property as a residence.

HOTEL OR MOTEL - Any building or portion thereof designed or used to offer guest rooms or suites for temporary lodging, with or without meals, for compensation but excluding any institution in which human beings are housed or detained under legal restraint.

HOUSE OF WORSHIP - A permanently located building primarily used for religious worship. This definition shall also include accessory buildings for related religious activities and a residence.

ILLUMINATED (SIGN) - A sign that contains or consists of lights or a light source including the following:

IMPERVIOUS AREA - An area with minimal infiltration of surface water into the underlying soil and shall include pavement, such as concrete, asphalt, gravel, roadways, structures, and roofs or other similar surfaces that limit water penetration.

IMPERVIOUS SURFACE - Any material (e.g., rooftops, asphalt, concrete) which reduces or prevents absorption of water into soil.

IMPROVED STREET - A hard surfaced roadway with sidewalk, curb and gutter.

INTERNAL ILLUMINATION (SIGN) - A source of illumination from within a sign.

INTERESTED PERSON - A person who has legal standing in a land use decision and may appeal a decision by virtue of their participation in the public hearing process for that decision.

INTERMITTENT RUNOFF - The officially designated natural or manmade, open drainage channel or course necessary to convey stormwater runoff

INTERSECTION - An at-grade connection of a public or private approach road to the highway.

JUNK YARDS - The use of property for the storage of salvage materials, including scrap metals or other scrap materials; or, for the dismantling or "wrecking" of automobiles or other vehicles or machinery, whether such uses are conducted as a business for profit or otherwise.

KENNEL - Any premises where four or more dogs, cats, or other small animals or any combination thereof, are kept commercially or permitted to remain for compensation, propagation, training, or sale, except not including a clinic for small or large animals.

LANDMARK (HPO) - Any site, object, building, or structure designated by the City Council pursuant to provisions in Chapter 17.32.

LANDSCAPING - The term includes trees, grass, shrubs, flowers, water features, garden areas, the arrangement of paths, walkways, fountains, patios, decks, fencing, street and yard furniture, ornamental concrete or stonework, decorative retaining walls, earth forms, such as grading, mounding, contouring, and terracing, exterior use of artificial turf or carpeting, artificial plants, shrubs, or flowers. Both native and non-native vegetation may constitute landscaping materials. This definition pertains to complete site modifications other than buildings and parking areas and driveways.

LAND DIVISION - Any partition or subdivision of a parcel or lot.

LAND USE - The activity or activities that occur on a piece of land. Activities may be individually identified as primary or accessory uses.

LAND USE DECISION - A final decision or determination made by The City of Sweet Home that concerns the adoption, amendment, or application of the Statewide Planning Goals, the Comprehensive Plan, or any land use regulation (i.e., this Development Code) where the decision requires the interpretation or exercise of policy or legal judgment. Decisions requiring Quasi-Judicial review by The City are considered Land Use Decisions. Decisions subject to Administrative review are considered Limited Land Use Decisions, pursuant to ORS 197.015.

LAWN - Any grass or similar materials usually maintained as a ground cover of less than six inches in height. For purposes of this chapter, lawn is not considered native vegetation regardless of the species used.

LATTICE TOWER (WTCF) - A support structure constructed of vertical metal struts and cross braces forming a triangular or square structure which often tapers from the foundation to the top.

LCDC - Oregon Land Conservation and Development Commission.

LEGISLATIVE PROCESS - A process that leads to the adoption of rules or policies that have broad implications for a large geographic area or for the community as a whole.

LETTER OF MAP CHANGE (LOMC) - (FHO) - Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

1. Conditional Letter of Map Amendment (CLOMA): A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. Conditional Letter of Map Revision (CLOMR): A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. Conditional Letter of Map Revision based on Fill (CLOMR-F): A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. Letter of Map Amendment (LOMA): An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. Letter of Map Revision (LOMR): A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
6. Letter of Map Revision based on Fill (LOMR-F): A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. PMR: A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective baes flood elevations, or the special flood hazard area.

LIVESTOCK - Animals of the bovine species, horses, mules, asses, sheep, goats and swine.

LOADING SPACE - An off-street space or berth on the same lot with a building, or contiguous to a group of buildings, used for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley, or other appropriate means of access.

LOT - A unit of land created by a subdivision as defined in ORS 92.010 in compliance with all applicable zoning and subdivision codes; or created by deed or land sales contract if there were no applicable zoning, subdivision, or partitioning codes, exclusive of units of land created solely to establish a separate tax account. Such lots may consist of a single lot of record; a portion of a lot of record; or a combination thereof. Lots created judicially may be considered legal lots only if established as part of a formal judicial decree or settlement.

LOT AREA - The total horizontal area contained within the lot lines of a lot, excluding street or alley rights-of-way, and the portion of a flag lot within the pole or driveway area.

LOT, CORNER - A lot abutting upon two or more streets at their intersection, or upon two parts of the same street, such streets or parts of the same street forming an interior angle of less than 135 degrees within the lot lines.

LOT COVERAGE - That portion of the total lot area covered by structures and paving expressed as a percentage of the total lot area.

LOT DEPTH - The horizontal mean average distance between the front and rear lot lines.

LOT, FLAG - A lot created which is behind a lot fronting on a street and which is connected to that street by a driveway located on a narrow strip of land. The strip of land may be a portion of the lot behind the street-fronting lot, or an access easement over the street-fronting lot.

LOT, INTERIOR - A lot or parcel of land other than a corner lot.

LOT LINE - A line that defines a boundary of a lot.

LOT LINE, FRONT - The boundary line of a lot that abuts a street other than a side or rear yard line. For a corner lot, the shortest property line along a street, other than an alley. If two or more street lot lines are of equal length, the location of the architectural front of the home, either existing or proposed by the owner, shall be considered the front lot line. If the lot does not abut a street, the longest boundary line closest to the street, other than the pole portion of a flag lot, shall be the front lot line.

LOT LINE, REAR - A lot line not abutting a street which is opposite and most distant from the front lot line, and not intersecting a front lot line, except on a corner

lot. In the case of irregular, triangular or other shaped lots, a line ten feet in length within the lot parallel to and at a maximum distance from the front lot line.

LOT LINE, SIDE - Any lot line not a front or rear line.

LOT, THROUGH - Any lot, except a corner lot, that abuts two or more streets and/or highways.

LOT OF RECORD - A legally created lot held in separate ownership as shown on the records of the County prior to the time of the passage of an ordinance or regulation establishing a new zoning district, or new standards within an existing district, within which it is located regardless of lot's compliance with standards of the new regulation.

LOT WIDTH - The average horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line.

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

MAINTAIN - To cause or allow to continue in existence. When the context indicates, the word shall mean to preserve and care for a structure, improvement, condition, or area to such an extent that it remains attractive, safe and presentable and carries out the purpose for which it was installed, constructed or required.

MAJOR PUBLIC IMPROVEMENT (HPO) - The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property within a zone or on a landmark site, except for the repair or maintenance of existing public improvements.

MANUFACTURED DWELLINGS

1. Manufactured Home - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.
2. Mobile Home - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities that is intended for human occupancy, that is being used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976, and met the

construction requirements of Oregon mobile home law in effect at the time of construction.

3. Residential (Travel) Trailer - A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962.

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

MANUFACTURED HOME PARK - Any place where four or more manufactured dwellings are located within 500 feet of one another on a lot under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person.

MANUFACTURED DWELLING PARK OR SUBDIVISION (FHO) - A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

MARQUEE (SIGN) - A permanent roofed structure attached to and supported by the building and projecting over public property.

MASS MOVEMENT - The slow or rapid, natural or artificially induced movement of rock, soil or fill downslope in response to gravity. The major geologic types of mass movement include earthflow, slump, rockslide, rockfall and mudflow.

MEAN SEA LEVEL (FHO) - For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

MINI-STORAGE WAREHOUSE - An area or areas located within an enclosed building or structure used only in connection with a residential land use for the storage of nonflammable or non-explosive materials.

MITIGATION - Compensating for impacts to a significant natural resource or its buffer including restoration, creation or enhancement. Some examples of mitigation actions are construction of new wetlands to replace an existing wetland that has been filled, replanting trees, removal of nuisance plants and restoring streamside vegetation where it is disturbed.

MOBILE HOME PARK - See ***MANUFACTURED HOME PARK***.

MOBILE HOME SPACE - A plot of land within a manufactured or mobile home park designed for the placement of one mobile home.

MODULAR HOME - A structure for residential use that has sleeping, cooking, and plumbing facilities, and is constructed off-site in compliance with the Uniform Building Code (Oregon State Structural Code) and designed to be transported to a site for installation and/or assembly of modular components to form a permanent structure.

MONOPOLE (WTCF) - A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

MOTEL - See ***HOTEL***.

MURAL (SIGN) - Artwork on the inventory of and under the ownership of the Sweet Home Active Revitalization Effort (SHARE) - Mural Committee, a part of the Sweet Home Economic Development Group (SHEDG).

NATIVE VEGETATION - Plants identified as naturally occurring and historically found within The City of Sweet Home.

NATURAL GRADE (SIGN) - The elevation of the original or undisturbed natural surface of the ground.

NATURAL RESOURCE - An area of any locally inventoried wetland, pond, stream, channel, river, lake, or habitat area.

NATURAL RESOURCE ENHANCEMENT - A modification of a natural resource to improve its quality.

NATURAL RESOURCE OVERLAY - A designation given to all significant wetlands and riparian corridors delineated on the Significant Natural Resources Map.

NEARBY USES - Activities or uses within one quarter mile of a development which can be reasonably expected to be used by pedestrians and within one mile of a development which can reasonably expected to be used by bicyclist.

NEIGHBORHOOD ACTIVITY CENTERS - Schools, parks, and other similar sites.

NEW CONSTRUCTION - Structures for which construction was initiated on or after the effective date of this Development Code.

NEW CONSTRUCTION (FHO) - For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on

or after the effective date of a floodplain management regulation adopted by City of Sweet Home and includes any subsequent improvements to such structures.

NONCONFORMING SIGN (SIGN) - A sign lawfully existing at the time this chapter becomes effective which does not conform to the requirements of this chapter.

NON-CONFORMING SITE CONDITIONS - A legally established site that does not conform to the landscaping, parking, or other site development standards of the zone in which it is located.

NON-CONFORMING STRUCTURE OR LOT - A lawful existing structure or lot at the time this chapter or any amendment thereto becomes effective which does not conform to the dimensional or similar standards of the zone in which it is located.

NON-CONFORMING USE - A lawful existing use at the time this chapter or any amendment thereto becomes effective which does not conform to the use requirements of the zone in which it is located.

NURSING HOME – A profit or nonprofit facility licensed by the State of Oregon providing long-term skilled nursing care and/or intermediate nursing care to the aged, ill, or disabled.

OCCUPANCY - The purpose for which a building, or part of a building, is used or intended to be used.

OFFICIAL ZONING MAP - The Map established by adoption by the City Council on which plan locations, particularly of streets, are indicated with detail and exactness to furnish the basis for property acquisition, building restrictions, building permits, zoning or other uses or activities, the original of which shall be kept on file at City Hall.

OPEN SPACE - Land that is not covered by buildings, paving, or other hard surfaces, unless such hard surfaces are part of an approved landscape plan, and such land is intended to remain open for visual and/or active or passive recreational use.

OPEN STORAGE - To put aside or accumulate property for use when needed or later, or for disposal, in an area that is exposed to the public view from a public street.

OWNER - The owner of record of real property as shown on the latest tax rolls or deed records of the county, or a person who is purchasing a parcel or property under written contract.

PARCEL - A single unit of land that is created by a partitioning of land, or a unit of land created by deed or land sale contract prior to adoption of local planning,

zoning or partitioning regulations. Parcel does not include a unit of land created solely to establish a separate tax account.

PARKING AREA, PRIVATE - An open area, building or structure, other than a street or alley, used for the parking of the automobiles of residents and guests of a building.

PARKING AREA, PUBLIC - An open area, building or structure, other than a private parking area, street or alley, used for the parking of automobiles and other motor vehicles and available for use by persons patronizing a particular building, establishment or area.

PARKING SPACE - A durable, dustless, concrete or asphalt paved, and marked surface area, but excluding paved area necessary for access and maneuvering into and out of the space. The following are not considered parking spaces for the purposes of OAR 660-12-045(5) (c): park and ride lots, ADA accessible parking, and parking for carpools and vanpools.

PARTITION - To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition" does not include:

1. Divisions of land resulting from lien foreclosures, divisions of land resulting from contracts for the sale of real property and divisions of land resulting from the creation of cemetery lots; or
2. Any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by any applicable zoning regulation; or
3. A sale or grant by a person to a public agency or public body for state highway, county road, or other right-of-way purposes provided that such road or right-of-way complies with the applicable comprehensive plan and ORS 215.213 (2)(p) to (r) and 215.283 (2)(q) to (s).

PATHWAY - A pedestrian facility that is entirely separate from the roadway and generally serves as an on-site pedestrian system within a development or park.

PEDESTRIAN CONNECTION - A continuous, unobstructed, reasonably direct route intended and suitable for pedestrian use between two points. Pedestrian connections include but are not limited to sidewalks, walkways, accessways, stairways and pedestrian bridges.

PEDESTRIAN WAY - A right-of-way for pedestrian traffic.

PERMANENT (SIGN) - Any sign intended to be used for a period greater than 60 days.

PERMIT (NOUN) - Any action granting permission to do an act or to engage in activity where such permission is required by this Code.

PERMITTED USE - Those uses permitted in a zone that are allowed without obtaining a conditional use permit.

PERMITTEE - The person who is proposing to use or develop property for which use, or development, requires a permit or the person who is using the property or development subject to a permit issued for the property.

PERSON - Every individual, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government or any group of combination acting as a unit.

PETS - Dogs or cats, excluding large or exotic varieties normally located in the wild or displayed by zoological societies; birds, excluding poultry; turtles, fish, lizards, non-poisonous reptiles and snakes, and rodents when contained and housed within a residence and not present in sufficient numbers as to constitute a nuisance to neighbors or to constitute a business.

PLAN MAP - An officially adopted map of The City, including urban growth boundary, showing land use designations and other graphic information which is part of The City's Comprehensive Plan.

PLANNED ROAD OR STREET - A highway, road, street, or alley identified in an adopted corridor plan, comprehensive plan or transportation system plan in accordance with administrative procedures of OAR 660-012 and ORS Chapter 197, but that has not been constructed.

PLANNED DEVELOPMENT - A type of development of a site which, as a single project, is based on a design which incorporates all elements of land, structures and uses in conformance with the applicable standards of this Code.

PLANNING COMMISSION OR COMMISSION - The Planning Commission of The City of Sweet Home, Oregon.

PLANTER STRIP - A landscape area for street trees and other plantings within the public right-of-way, usually a continuous planter area between the street and a sidewalk.

PLAT - A map, diagram, drawing, re-plat or other writing containing all of the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision, condominium division or land partition.

1. A tentative plat is one that is prepared for review and considered by The City for compliance with development regulation standards.
2. A final plat is one that is prepared for recordation with the County after The City has approved the tentative plat. A final plat must substantially conform to the specifications as approved for the tentative plat.

PONDING - The local accumulation of rainwater on the surface of the ground or to rising groundwater which has surfaced.

PROFESSIONAL OFFICE - An office occupied by medical professionals, accountants, attorneys, architects, professional engineers or surveyors or persons engaged in similar occupations.

PROPERTY (OR LOT) BOUNDARY - The division line between two units of land.

PROPERTY (OR LOT) LINE ADJUSTMENT - The relocation of a common property line between two abutting properties.

PROVIDER (WTCF) - A company holding a Federal Communications Commission (FCC) license that is in business to provide telecommunications services.

PUBLIC FACILITIES AND SERVICES - Projects, activities, and facilities which are necessary for the public health, safety, and welfare.

QUALIFIED NATURAL RESOURCE PROFESSIONAL - An individual who has proven expertise and vocational experience in a given natural resource field. A qualified professional conducting a wetland delineation must have the delineation approved by the Oregon Division of State Lands.

QUASI-JUDICIAL REVIEW - A decision affecting land use within The City which requires the interpretation and/or amendment of existing standards or maps contained in this Code.

REASONABLY DIRECT - A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users.

RECREATIONAL VEHICLE - A vacation trailer, vehicle, or portable unit, which is either self-propelled, towed, or carried by a motor vehicle, which is:

1. Built on a single chassis;
2. Less than four hundred (400) square feet;
3. Designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use; and
4. Not designed or intended as a permanent dwelling.

5. A recreational vehicle does not meet the definition for a manufactured home or mobile home.

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

RECREATION PARK - Any area for picnicking or overnight camping by the general public or any segment of the public.

RECREATIONAL FACILITY - A recreation facility under private ownership and operated by a profit or nonprofit organization, open to bona fide members, and providing one or more type of recreation activity.

RECREATIONAL RETAIL - An establishment engaged in selling goods or merchandise when associated with a recreational development, marina and docks, and other similar uses.

RECREATIONAL VEHICLE, PARK - A lot, which is designed and operated for compensation as a place for temporary or short-term parking of occupied recreational vehicles.

RECREATIONAL VEHICLE, STORAGE - A lot which is designed and operated for compensation as a place for temporary or long-term storage of unoccupied recreational vehicles.

RESIDENTIAL CARE FACILITY - As used in ORS 197, a residential facility is a residential treatment or training home, or adult foster home, licensed by the State of Oregon, which provides care, treatment, or training for six (6) to fifteen (15) individuals, and which may also provide housing for staff persons who provide services to those individuals. For the purposed of this Development Code, a residential facility is considered to be a form of multi-family residential development.

RESIDENTIAL CARE HOME - As used in ORS 197, a residential facility is a residential treatment or training home, or adult foster home, licensed by the State of Oregon, which provides care, treatment, or training for five (5) or fewer individuals, and which may also provide housing for staff persons who provide services to those individuals. For the purposes of this Development Code, a residential care home is considered to be a form of single-family dwelling unit.

RESORT - A facility for transient guests where the primary attraction is generally recreational features or activities.

RETAINING WALL – A structure that holds back any material (usually earth) and prevents it from sliding or eroding away.

REVIEW AUTHORITY - The individual, Board, Planning Commission, or City Council who has authority to decide on a land use application as defined by this Development Code.

RIGHT-OF-WAY - Real property or an interest in real property owned by a roadway authority for the purpose of constructing, operating, and maintaining public facilities.

RIPARIAN BOUNDARY - An imaginary line that is a certain distance upland from the top of the bank and encompasses everything within the area between the wetland and the upper edge of the riparian area. The City of Sweet Home has adopted the safe harbor setback methodology for this identification.

RIPARIAN CORRIDOR - A Goal 5 resource that includes the water areas, fish habitat, riparian areas and wetlands within the riparian corridor boundary. For purposes of this chapter, riparian areas are identified on the Significant Natural Resource Overlay Zone Maps, as adopted in the Comprehensive Plan.

ROADWAY - The portion of a right-of-way that is improved for motor vehicle and bicycle travel, subject to applicable state motor vehicle licensing requirements. Roadway includes vehicle travel lanes and on-street parking areas. Roadway does not include area devoted to curbs, parking strips, or sidewalks.

ROADWAY AUTHORITY - The City or other agency with jurisdiction over a road or street.

SCHOOL, ELEMENTARY, JUNIOR HIGH OR HIGH SCHOOL - A public, private, or parochial institution offering instruction in the several branches of learning and study in accordance with the rules and regulations of the State Department of Education.

SCHOOL, TRADE OR COMMERCIAL - A building where the instruction is given to pupils for a fee in money or otherwise, which fee is the principal reason for the existence of the school.

SEMI-PUBLIC USE - A structure or use intended or used for a semi-public purpose by a church, lodge, club, or any other non-profit organization.

SENIOR HOUSING – Senior housing is housing that is suitable for the needs of an aging population. In senior housing there is an emphasis on safety, accessibility, adaptability, and longevity that many conventional housing options

may lack. Housing arrangements may include independent living (apartments), nursing and rehabilitation care and continuing care communities.

SERVICE STATION (AUTOMOBILE) - A place or station designed and used primarily for the supplying of motor fuel, oil, lubrication, and accessories to motor vehicles, but excluding major repair and overhauling.

SETBACK - The minimum allowable horizontal distance from the point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure.

SHARED DRIVEWAY - A driveway used to access two or more parcels.

SHARED PARKING -Required parking facilities for two or more uses, structures, or lots or parcels, which are satisfied jointly with the same facilities.

SHOPPING CENTER - A retail store or combination of stores, usually including a grocery store, which provide goods for sale to the public.

SHRUBS - For the purpose of the Natural Resource Zone, a woody vegetation usually greater than three feet, but less than 20 feet tall, including multi-stemmed shrubs and small trees and saplings.

SIDEWALK - A publicly or privately paved pedestrian walkway within or adjacent to a street right-of-way or private street.

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SIGN (SIGN) - Any object or device or part thereof that is used to advertise or identify an object, person, institution, organization, business, product, service, event, or location by means including words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images.

SIGN STRUCTURE (SIGN) - Any structure which supports a sign.

SIGNIFICANT NATURAL RESOURCE - Significant wetlands and riparian corridors within The City of Sweet Home's Urban Growth Boundary and designated on the Significant Natural Resources Map.

SIGNIFICANT WETLANDS - A wetland mapped on The City of Sweet Home Local Wetlands Inventory which meets the primary criteria of the Oregon Division of State Lands Administrative Rules for Identifying Significant Wetlands.

SITE DEVELOPMENT - Any human-caused change to improved or unimproved property, including, but not limited to, land surface mining, grading, filling, excavating, tree cutting, clearing, construction, installation, or alteration of a building or other structure, paving, landscaping, establishment or termination of an access or outdoor storage on the land.

SITE PLAN OR DEVELOPMENT PLAN - A drawing or graphic depiction or plan, prepared to scale, showing accurately and with complete scaled dimensioning, all existing and proposed uses, buildings, paving, and landscaping proposed for a specific parcel of land.

SPACE, MANUFACTURED HOME - An area or lot reserved exclusively for the use of a manufactured home occupant.

SPECIAL FLOOD HAZARD AREA (FHO) - See ***AREA OF SPECIAL FLOOD HAZARD*** for this definition.

START OF CONSTRUCTION - The date a building permit is issued, provided that the actual start of construction, repair, reconstruction, placement, or other improvement occurs within 180 days of the permit date.

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

STATE AND FEDERAL NATURAL RESOURCE AGENCIES - The Oregon Division of State Lands, Oregon Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Department of Agriculture Natural Resources Conservation Service, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency.

STORY - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the top-most story shall be that portion of a building included between the upper surface of the top-most floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six feet above grade as defined herein, such basement or cellar shall constitute a story.

STREAM - A channel such as a river or creek that carries flowing surface water, including perennial streams and intermittent streams with defined channels, and excluding human-made irrigation and drainage channels.

STREAMBANK EROSION - The loss of land by stream action.

STREET OR ROAD - A public thoroughfare or right-of-way dedicated, deeded or condemned for use as such which affords the principal means of access to abutting property including avenue, place, way, drive, lane, boulevard, highway, or road.

1. Alley - A narrow street through a block used primarily for access by service vehicles to the back or side of properties fronting on another street.
2. Arterial-A Street used primarily for through traffic external to The City. Arterials are intersected by collector streets and typically have limited direct access to abutting properties.
3. Collector-A Street used to some extent for through traffic and also for local circulation and access to abutting properties.
4. Cul-de-sac (dead-end) - A short street with one end open to traffic and the other terminated by a vehicle turn-around.
5. Frontage - A minor street parallel to and adjacent to an arterial or major collector street intended to provide access to abutting properties and providing protection from through traffic.
6. Half-street - A portion of the standard full width of a street, usually along the edge of a development where the remaining portion of the street could be provided in another development. A half-street improvement could include up to one half the total design width, plus sufficient additional width past the centerline to ensure proper design and construction of the centerline crown, as defined by the City Engineer.
7. Limited Access Street - A means of access to property that is limited by law for public roads or by posting by an owner for private roads.
8. Local-A Street used exclusively for access to abutting properties.
9. Private-A Street which is privately owned and maintained.
10. Stub Street - A temporary street ending where the street will be extended through adjacent property in the future, as those properties develop. Not a permanent street-end or dead-end street.
11. Through Street-A Street that connects to other streets at both ends or is planned to do so in the future, pursuant to a comprehensive plan, transportation system plan, access management plan, or land use approval.

STRUCTURAL ALTERATION - Any change to the supporting members of a structure including foundations, bearing walls or partitions, columns, beams, girders, or structural change in the roof or in the exterior walls.

STRUCTURE - Anything that is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. Structure does not include at-grade paved areas or

vegetative landscaping materials.

STRUCTURE (FHO) - For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

SUBDIVIDE LAND - To divide land into four or more lots within a calendar year, or to affect a subdivision of land, as defined below.

SUBDIVISION - Either an act of subdividing land, or an area or tract subdivided as defined in this Development Code. A subdivision means the division of land into more than three lots within a calendar year.

SUBSTANTIAL DAMAGE (FHO) - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT - Receipt of a valid public works permit or building permit for construction activities, other than a grading permit, is deemed to constitute “substantial development”.

SUBSTANTIAL IMPROVEMENTS

1. Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:
    a. Before the improvement or repair is started; or
    b. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
2. The term does not, however, include either:
    a. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
    b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

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

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TENTATIVE PLAN - A tentative plan is the application, supplemental data and map showing the general design of a proposed subdivision or partition, submitted to The City for approval under the provisions of ORS 92.44 and the Sweet Home Development Code

TINY HOME - A permanent one-family dwelling of 400 sq. ft. or less that will be permanently anchored to the ground and able to follow the 2018 International Residential Code (IRC) with Appendix Q, allowing for ladder access to sleeping lofts and reduced ceiling height limits. It requires permanent utility connections and fixtures as defined by standard plumbing and electrical code.

TOP OF BANK - A distinct break in slope between the stream bottom and the surrounding terrain, which corresponds with the bankfull stage, which is the two-year high-water mark, of the stream.

TRANSPORTATION FACILITIES - A physical facility used to move people and goods from one place to another (i.e., streets, sidewalks, pathways, bike lanes, transit stations, bus stops, etc.).

TRANSPORTATION IMPROVEMENTS - Facility improvements include, but are not limited to:

1. Normal operation, maintenance, repair, and preservation activities associated with existing transportation facilities.
2. Installation of culverts, pathways, medians, fencing, guardrails, lighting, and similar types of improvements within the existing right-of-way
3. Projects specifically identified in The City's adopted Transportation System Plan
4. Landscaping as part of a transportation facility.
5. Measures necessary for the safety and protection of property or the public.
6. Construction of a street or road as part of an approved subdivision or partition consistent with The City's adopted Transportation System Plan.
7. Construction of a street or road as part of an approved subdivision or land partition approved in accordance with the applicable land division code.

TREES - For the purpose of the Natural Resource Zone, a woody plant five inches or greater in diameter at breast height and 20 feet or taller.

USE - The purpose for which land or a building is arranged, designed, or intended for which either land or a building is or may be occupied.

UTILITIES - Any water, gas, sewer, storm drainage, electrical, telephone, or communication service, and all persons, companies, and agencies supplying the same.

URBAN GROWTH BOUNDARY - An adopted boundary around The City which defines the area in which The City expects to grow, where public facilities will be extended, and where joint planning responsibilities are exercised with Linn County.

VACATION - A procedure to revert public lands, including right-of-way, easements, and other public places, to adjoining private property ownerships.

VARIANCE - A grant of relief from the requirements of this Development Code which permits development in a manner that would otherwise be prohibited by this Development Code.

VARIANCE (FHO) - A grant of relief by The City of Sweet Home from the terms of a flood plain management regulation.

VIOLATION - The division or use of land or structures, or the construction of, addition to, or alteration of, structures in a manner that does not fully comply with the provisions of this Development Code.

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

VISUAL COMPATIBILITY CHARACTERISTICS (WTCF) - Characteristics that minimize the visual impact of a tower or antennas.

WALL - A structure of brick, stone, etc., that surrounds an area or separates one area from another.

WAREHOUSE - A place for the safekeeping of goods and materials necessary for the proper functioning of an industrial or commercial enterprise. Also, a facility designed and intended to be used for the rental of storage units to individuals for the safekeeping of personal items.

WETLAND BOUNDARY - The edges of a wetland as delineated by a qualified professional.

WETLANDS - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. For purposes of this title, Riparian Areas are identified on the Significant Natural Resource Overlay Zone Maps, as adopted in the Comprehensive Plan.

WETLANDS-JURISDICTIONAL - A wetland subject to rules and regulations identified in Section 404 of the US Clean Water Act and Oregon's Fill and Removal statute.

WIRELESS TELECOMMUNICATIONS (WTCF) - The transmission, via radio frequency electromagnetic waves, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

WIRELESS TELECOMMUNICATIONS ACCESSORY STRUCTURE/ EQUIPMENT (WTCF) - Equipment shelters or radio equipment necessary for the operation of wireless telecommunications in addition to the antenna and tower.

WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER (WTCF) - The structure in which the electronic radio equipment and relay equipment for a wireless telecommunications facility is housed.

WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A facility consisting of the equipment and structures involved in receiving and or transmitting telecommunications or radio signals.

WIRELESS TELECOMMUNICATIONS SUPPORT FACILITY (WTCF) - A wireless telecommunication tower.

WIRELESS TELECOMMUNICATIONS TOWER (WTCF) - A structure intended to support equipment used to transmit and/or receive telecommunications signals including monopoles, guyed and lattice towers, but not excluding any other approved structure.

WORK OF ART (SIGN) - A work made and\or valued primarily for an artistic rather than practical function.

WRECKING YARD - See ***JUNK YARD***.

YARD - Any open space on the same lot with a building or group of buildings, which is unoccupied and unobstructed by any structure from the ground upward to the sky, other than by landscaping or a permitted fence, and except for the projections as permitted in this Development Code.

1. Yard, Corner Lot - The front yard is adjacent to the shortest lot line along a street. The rear yard is opposite the front yard. The street side yard is adjacent to the longest lot line along a street. The side yard is opposite the street side yard.
2. Exterior Yard - A yard area abutting a street right-of-way created by a setback line.
3. Front Yard - A yard between side lot lines and measured horizontally at right angles to the front lot line from the front lot line to the nearest point of a building. Any yard meeting this definition and abutting on a street other than an alley shall be considered a front yard.
4. Yard, Front-Inset - A yard on a flag lot, or similarly configured lot, paralleling the street and at the rear of another lot.
5. Interior Yard - A yard area adjacent to a property line created by a setback line that may be either a side yard or rear yard abutting another property.
6. Rear Yard - A yard opposite the Front Yard.
7. Side Yard - A yard that is not a Front Yard or Rear Yard.
8. Street Facing Side Yard - An exterior side yard facing a street that is not a front yard. For corner lots, usually the largest street facing dimension of the property.

ZERO LOT LINE SUBDIVISION OR PARTITION - A type of residential subdivision or partition utilizing zero lot lines between dwelling units and providing for individual ownership of each lot.

ZERO SETBACK - A property line having no setback therefrom permitting building locations on the property line and may equally divide a common wall between buildings on adjacent properties.

ARTICLE II – ZONES AND ZONING REGULATIONS

Table of Contents II-1

Chapter 17.06 CITY COMPREHENSIVE PLAN AND CLASSIFICATIONS OF ZONES II-5
17.06.010 Adoption of Comprehensive Plan II-5
17.06.020 Classification of Zones II-5
17.06.030 Location of Zones II-5
17.06.040 Zoning Maps II-5
17.06.050 Zoning of Annexed Areas II-6
17.06.060 Location of Zone Boundaries II-6

Chapter 17.08 USES - GENERAL II-7
17.08.010 Interpretations of Uses II-7
17.08.020 Permitted Uses - All Zones II-7
17.08.030 Prohibited Uses II-7

Chapter 17.10 RESIDENTIAL LOW-DENSITY ZONE (R-1) II-9
17.10.010 Purpose II-9
17.10.020 Permitted Uses II-9
17.10.030 Special Uses II-9
17.10.040 Conditional Uses II-10
17.10.050 Density Regulations II-10
17.10.060 Dimensional Standards II-11
17.10.070 Development Standards II-11

Chapter 17.12 RESIDENTIAL MEDIUM-DENSITY ZONE (R-2) II-13
17.12.010 Purpose II-13
17.12.020 Permitted Uses II-13
17.12.030 Special Uses II-13
17.12.040 Conditional Uses II-14
17.12.050 Density Regulations II-14
17.12.060 Dimensional Standards II-15
17.12.070 Development Standards II-15

Chapter 17.14 RESIDENTIAL HIGH-DENSITY ZONE (R-3) II-17
17.14.010 Purpose II-17
17.14.020 Permitted Uses II-17
17.14.030 Special Uses II-17
17.14.040 Conditional Uses II-18
17.14.050 Density Regulations II-19
17.14.060 Dimensional Standards II-19
17.14.070 Development Standards II-19

Chapter 17.16 MIXED USE ZONE (MU) II-21
17.16.010 Purpose II-21
17.16.020 Permitted Uses II-21
17.16.030 Special Uses II-22
17.16.040 Conditional Uses II-22
17.16.050 Density Regulations II-22
17.16.060 Dimensional Standards II-23
17.16.070 Development Standards II-23

Chapter 17.18 COMMERCIAL CENTRAL ZONE (C-1) II-25
17.18.010 Purpose II-25
17.18.020 Permitted Uses II-25
17.18.030 Special Uses II-26
17.18.040 Conditional Uses II-26
17.18.050 Dimensional Standards II-27
17.18.060 Development Standards II-28

Chapter 17.20 COMMERCIAL HIGHWAY ZONE (C-2) II-30
17.20.010 Purpose II-30
17.20.020 Permitted Uses II-30
17.20.030 Special Uses II-32
17.20.040 Conditional Uses II-32
17.20.050 Dimensional Standards II-33
17.20.060 Development Standards II-33

Chapter 17.22 INDUSTRIAL ZONE (I) II-35
17.22.010 Purpose II-35
17.22.020 Permitted Uses II-35
17.22.030 Special Uses II-36
17.22.040 Conditional Uses II-36
17.22.050 Dimensional Standards II-37
17.22.060 Development Standards II-37

Chapter 17.24 PUBLIC FACILITY ZONE (PF) II-39
17.24.010 Purpose II-39
17.24.020 Permitted Uses II-39
17.24.030 Special Uses II-39
17.24.040 Conditional Uses II-40
17.24.050 Dimensional Standards II-40
17.24.060 Development Standards II-40

Chapter 17.26 RECREATION COMMERCIAL ZONE (RC) II-42
17.26.010 Purpose II-42
17.26.020 Permitted Uses II-42
17.26.030 Special Uses II-42
17.26.040 Conditional Uses II-43

17.26.050 Special Standards II-43
17.26.060 Development Review II-45

Chapter 17.26 MIXED USE EMPLOYMENT ZONE (MUE) II-46
17.26.010 Purpose II-46
17.26.020 Permitted Uses II-46
17.26.030 Special Uses II-47
17.26.040 Conditional Uses II-48
17.26.050 Development Standards II-48
17.26.060 Special Development Requirement II-51

Chapter 17.28 NATURAL RESOURCES OVERLAY ZONE (NRO) II-52
17.28.010 Purpose II-52
17.28.020 Establishment and Applicability II-52
17.28.030 Activities Subject to Review II-52
17.28.040 Exceptions in the Riparian Zone II-52
17.28.050 Agency Review II-53
17.28.060 General Development Standards II-53
17.28.070 Variances II-55
17.28.080 Mitigation Standards II-55
17.28.090 Plan Amendment Option II-56

Chapter 17.30 FLOOD HAZARD OVERLAY (FHO) II-57
17.30.010 Statutory Authorization II-57
17.30.020 Findings of Fact II-57
17.30.030 Statement of Purpose II-57
17.30.040 Methods of Reducing Flood Loses II-58
17.30.050 Definitions II-58
17.30.060 Lands to which Chapter Applies II-63
17.30.070 Basis for Establishing the Special Flood Hazard Areas II-63
17.30.080 Coordination with State of Oregon Specialty Codes II-64
17.30.090 Compliance and Penalties for Noncompliance II-64
17.30.100 Abrogation and Severability II-64
17.30.110 Interpretation II-65
17.30.120 Warning and Disclaimer of Liability II-65
17.30.130 Development Permit Requirement II-65
17.30.140 Designation of Floodplain Administrator II-65
17.30.150 Application for Development Permit II-65
17.30.160 Duties and Responsibilities of the Floodplain Administrator II-66
17.30.170 Establishment of Development Permit II-69
17.30.180 Variance Procedure II-70
17.30.190 Provisions for Flood Hazard Reduction — General Standards II-72
17.30.200 Critical Facilities II-74
17.30.210 Specific Standards for Riverine

(Including All Non-coastal) Flood Zones II-74
17.30.220 Floodways II-78

Chapter 17.32 HISTORICAL PROPERTY OVERLAY ZONE (HPO) II-81
17.32.010 Purpose II-81
17.32.020 Conformance Required II-81
17.32.030 Definitions II-81
17.32.040 Landmark and Zone Designation II-82
17.32.050 Demolition and Moving II-83
17.32.060 Exterior Alteration and New Construction II-86
17.32.070 Notice and Public Hearing II-87

17.06 CITY COMPREHENSIVE PLAN AND ESTABLISHMENT OF ZONES

17.06.010 ADOPTION OF COMPREHENSIVE PLAN

A. The purpose of this Chapter is to promote the public health, safety and general welfare of The City of Sweet Home and to assist in implementing the adopted Statewide Planning Goals.

B. The Comprehensive Plan as amended and approved by ordinance by the City Council is the official guide for decisions related to land use, and by this reference is made a part thereof.

17.06.020 CLASSIFICATION OF ZONES

For the purposes of this title, the following zones are established:

Zone	***Abbreviation***	***Zone***	***Abbreviation***
Residential Low-Density	R-1	Industrial	I
Residential Medium-Density	R-2	Public Facility	PF
Residential High-Density	R-3	Recreation Commercial	RC
Residential Mixed Use	MU	Mixed Use Employment	MUE
Commercial Central	C-1	Natural Resources Overlay	NRO
Commercial Highway	C-2	Flood Hazard Overlay	FHO
Commercial Neighborhood	C-3	Historic Property Overlay	HPO

17.06.030 LOCATION OF ZONES

The boundaries for the zones listed in this title are indicated on The City Zoning Map of 2003 and all amendments made, which are adopted by reference. The boundaries shall be modified in accordance with zoning map amendments which shall be adopted by reference.

17.06.040 ZONING MAPS

A zoning map or zoning map amendment adopted by this title or by an amendment thereto shall be prepared by authority of the City Council. The map or map amendment shall be dated with the effective date of the ordinance that adopts the map or map amendment. A certified print of the adopted map or map amendment shall be maintained at City Hallas long as this title remains in effect.

17.06.050 ZONING OF ANNEXED AREAS

All areas annexed to The City shall continue to be zoned under the existing county zoning, unless the area or a part of the area is specifically placed in a zone or zones by the City Council, after receiving and considering the recommendations of The City's Planning Commission.

17.06.060 LOCATION OF ZONE BOUNDARIES

A. Boundaries. The boundaries for the zones listed in this Development Code are indicated on the Zoning Map of The City of Sweet Home, which is hereby adopted by this reference and hereinafter referred to as the "Zoning Map" in this Development Code. The boundaries shall be modified, only in accordance with the Sweet Home Comprehensive Plan land use designations and policies, with zone map amendments and adopted by ordinance.

B. Zoning Map. The official "Zoning Map" shall be maintained on file at City Hall as long as this Development Code remains in effect. Amendments thereto shall be endorsed on the map with the number of the ordinance by which the change was made. Failure to revise the map shall not affect the validity of any zone change.

C. Boundary Resolution. The City Council shall resolve any dispute over the exact location of a zone boundary. In interpreting the location of such boundaries on the Sweet Home Zoning Map, the City Council shall rely on the Sweet Home Comprehensive Plan Map and the following guidelines for the location of zone boundaries:

1. Rights-of-Way. Boundaries indicated as approximately following the center lines of streets, highways, railroad tracks, alleys, irrigation canals, bridges, or other right-of-way shall be construed to follow such center lines. Whenever any public right-of-way is lawfully vacated, the lands formerly within the vacated right-of-way shall automatically be subject to the same land use district designation that is applicable to lands abutting the vacated areas.
2. Parcel, Lot and Tract. Boundaries indicated as approximately following the boundaries of a parcel, lot, or tract shall be construed as following such boundaries.
3. Jurisdiction Boundary. Boundaries indicated as approximately following a city or county boundary, or the urban growth boundary, shall be construed as following said boundary.
4. Natural Features. Boundaries indicated as approximately following a river, stream, drainage channel, drainage basin, topographic contour or other changeable natural feature not corresponding to any feature listed in subsections C.1. through 3. immediately above, shall be construed as following such feature.

17.08 USES - GENERAL

17.08.010 INTERPRETATIONS OF USES

A. Types of Uses. Within each zone, uses are classified as "permitted," "special permitted" and "conditional." Further, uses are functionally classified by description of the activity, such as "single-family residence."

B. Interpretation of Uses. Where a use is not defined in Chapter 17.04, the words of this Development Code describing such use are to be given their ordinarily accepted meaning, except where the context in which they are used otherwise clearly requires an alternative interpretation.

C. Prohibited Uses. A use not specifically identified as permitted, special permitted or conditionally permitted within a zone, or otherwise allowed through interpretation, shall be considered a prohibited use.

D. City Authorization. The City may permit uses in a zone similar to uses permitted outright in that zone.

17.08.020 PERMITTED USES - ALL ZONES

The following uses and activities are permitted in all zones:

A. Placement and maintenance of underground or above ground wires, cables, pipes, guys, support structures, pump stations, drains, and detention basins within rights-of-way by public agencies and utility companies for telecommunications, or electrical power transmission, or transmission of natural gas, petroleum products, geothermal water, water, wastewater, sewage and rainwater.

B. Railroad tracks and related structures and facilities located within rights-of-ways controlled by railroad companies.

C. Surfaced travel lanes, curbs, gutters, drainage ditches, sidewalks, transit stops, landscaping and related structures and facilities located within rights-of-way controlled by a public agency.

D. Expansion of public right-of-way and widening or adding improvements within the right-of-way, provided the right-of-way is not expanded to more width than prescribed for the street in the Public Facilities segment of the Comprehensive Plan.

17.08.030 PROHIBITED USES

The following uses are prohibited regardless of the underlying zone:

A. The use of private property for the burial of human remains, and family burial grounds.

B. Breeding, raising and/or keeping of swine.

C. Commercial feed lots, dairies, and auction yards for livestock.

D. Rendering plants, slaughterhouses, and meat packing plants.

17.10 RESIDENTIAL LOW-DENSITY ZONE (R-1)

17.10.010 PURPOSE

The purpose of the R-1 zone is to provide areas suitable and desirable for single-family homes, associated public service uses and duplexes on corner lots. The R-1 zone is most appropriate in areas which have developed or will develop with single-family homes at a density which warrants provision of public water and sewer facilities.

17.10.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-1 zone:

A. Single-family dwelling.

B. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.

C. Residential care homes, licensed by the State of Oregon.

D. Day care facility; day nursery for 12 or fewer children.

E. Open space and parks identified in The City's adopted Parks Master Plan.

17.10.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-1 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions, subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured homes on individual lots, subject to provisions in Chapter 17.66.

G. Home occupations, subject to the provisions of Chapter 17.68.

.

H. Residential accessory structures, subject to the provisions in Chapter 17.70.

I. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

J. Temporary uses, subject to provisions in Chapter 17.74.

17.10.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Cemetery.

B. Houses of worship, club, lodge, fraternal organization.

C. Community center.

D. Hospital and medical clinics.

E. Private golf course, country club or recreational club.

F. Public school and private schools, except trade schools.

G. Public utility facility.

H. Bed and breakfast establishments and short-term rentals, subject to provisions in Chapter 17.76.

I. Secondary use on a lot without a primary use.

J. Amateur radio, police, and fire antennas.

K. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.10.050 DENSITY REGULATIONS

A. Single Family and Manufactured Homes - No more than one dwelling per lot or parcel, other than an approved residential accessory dwelling unit.

B. Duplex – No more than one duplex per ~~corner~~ lot or parcel.

C. Residential Development – Maximum of 5.4 dwelling units per net acre. Duplexes shall count as one dwelling unit for purposes of density calculation.

17.10.060 DIMENSIONAL STANDARDS

A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-1 zone:

Minimum Lot Area & Width	
Single Family Dwelling, Manufactured Home	7,000 square feet
Duplex	7,000 square feet
Other Uses	Sufficient to meet density and development requirements
Minimum Width at Building Line	70-feet
Minimum Setbacks	
Front Yard	15-feet
Garage, Carport	20-feet to entrance
Side Yard (Interior)	5-feet minimum any side 12-feet both sides combined
Side Yard (Street)	15 feet
Rear Yard	15 feet
Maximum Structure Height	
Primary Building	30 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	40%

B. On a flag lot, or similarly configured lot, the inset front yard setback shall be a minimum of 15 feet.

C. Regardless of the side and rear yard requirements of the zone, an accessory structure, excluding detached accessory dwellings, may be built to within five feet of side or rear lot line; provided, the structure is more than 70 feet from the street abutting the front yard and 20 feet from the street abutting the street side yard.

17.10.070 DEVELOPMENT STANDARDS

All development in the R-1 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

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).

17.12 RESIDENTIAL MEDIUM-DENSITY ZONE (R-2)

17.12.010 PURPOSE

The purpose of the R-2 zone is to provide areas suitable and desirable for single-family homes, duplexes, condominiums, town houses and appropriate community facilities.

17.12.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-2 zone:

A. Single-family dwelling.

B. Single-family attached dwellings.

C. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.

D. Residential care homes, licensed by the State of Oregon.

E. Day care facility; day nursery for 12 or fewer children.

F. Open space and parks identified in The City's adopted master parks plan.

17.12.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-2 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured homes on individual lots, subject to provisions in Chapter 17.66.

G. Home occupations, subject to the provisions of Chapter 17.68.

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H. Residential accessory structures, subject to the provisions in Chapter 17.70.

I. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

J. Temporary uses, subject to provisions in Chapter 17.74.

17.12.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Multi-family dwellings.

B. Cemetery.

C. Houses of worship, club, lodge, fraternal organization.

D. Community center.

E. Hospital and medical clinics.

F. Professional office, except for animal clinic.

G. Private golf course, country club or recreational club.

H. Public school and private schools, except trade schools.

I. Public utility facility.

J. Bed and breakfast establishments, and short-term rentals subject to provisions in Chapter 17.76.

K. Secondary use on a lot without a primary use.

L. Amateur radio, police and fire antennas.

M. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.12.050 DENSITY REGULATIONS

A. Single Family and Manufactured Homes, Duplexes - No more than one residential structure per lot or parcel, other than an approved residential accessory dwelling.

B. Other Residential Development – Maximum of 12.0 dwelling units per net acre.

17.12.060 DIMENSIONAL STANDARDS

A. Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-2 zone:

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)	2,500 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
Minimum Setbacks	
Front Yard	15 feet
Garage	20 feet to the entrance
Side Yard (Interior)	5 feet
Side Yard (Street)	15 feet
Rear Yard	15 feet
Attached Side Yard	0 feet/10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single-family Attached, Duplex	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

B. On a flag lot, the inset front yard setback shall be a minimum of ten feet.

C. No building shall be located closer than one-half the distance of the right-of-way projected for the abutting street, based on the street classification, plus the required front setback from a centerline of a street other than an alley.

17.12.070 DEVELOPMENT STANDARDS

All development in the R-2 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

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).

17.14 RESIDENTIAL HIGH-DENSITY ZONE (R-3)

17.14.010 PURPOSE

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.

17.14.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the R-3 zone:

A. Single-family dwelling.

B. Single-family attached dwellings.

C. Duplex dwelling, including those duplexes created though conversion of an existing detached single-family dwelling.

D. Multi-family dwelling.

E. Residential care homes and facilities, licensed by the State of Oregon.

F. Day care facility; day nursery for 12 or fewer children.

G. Open space and parks identified in The City's adopted Parks Master Plan.

17.14.030 SPECIAL USES

The following uses, when developed under the special development requirements, are permitted in the R-3 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Manufactured dwelling park, subject to the provisions of Chapter 17.64.

G. Manufactured homes on individual lots, subject to the provisions of Chapter 17.66.

H. Home occupations, subject to the provisions of Chapter 17.68.

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I. Residential accessory structures, subject to the provisions in Chapter 17.70.

J. Residential accessory dwelling, subject to the provisions in Chapter 17.72.

K. Temporary uses, subject to provisions in Chapter 17.74.

17.10.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Cemetery.

B. Houses of worship, club, lodge, fraternal organization.

C. Community center.

D. Hospital and medical clinics.

E. Professional office, except for animal clinics.

F. Private golf course, country club or recreational club.

G. Public school and private schools, except trade schools.

H. Public utility facility.

I. Bed and breakfast establishments and short-term rentals, subject to provisions in Chapter 17.76.

J. Secondary use on a lot without a primary use.

K. Amateur radio, police, and fire antennas.

L. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.14.050 DENSITY REGULATIONS

A. Single Family Attached and Detached Homes, Duplexes – 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.

B. Multi-family – Maximum of 28 units per net acre.

17.14.060 DIMENSIONAL STANDARDS

Unless otherwise required by this Development Code, the following minimum dimensional standards shall be required for all development in the R-3 zone:

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
Minimum Setbacks	
Front Yard	15 feet
Garage	20 feet to the entrance
Side Yard (Interior)	5 feet (per story)
Side Yard (Street)	15 feet
Rear Yard	15 feet
Attached Side Yard	0 feet 10 feet Exterior Boundary
Maximum Structure Height	
Single-family	30 feet
Single family Attached, Duplex, Multi-family	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	
Single-family	40%
Single-family Attached	60%
Duplex, Multi-family	60%

17.14.070 DEVELOPMENT STANDARDS

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

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).

17.16 MIXED-USE ZONE (MU)

17.16.010 PURPOSE

The Mixed-Use Zone is intended to provide areas appropriate for centralized commercial facilities to serve the needs of area residents and provide a variety of housing opportunities in support of commercial activities.

17.16.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the MU zone:

A. Single-family, attached dwellings; and, duplex dwelling, including those duplexes created though conversion of an existing detached single-family dwelling.

B. Multi-family dwellings.

C. Residential care homes and facilities, licensed by the State of Oregon.

D. Day care facility; day nursery for 12 or fewer children.

E. Open space and parks identified in The City's adopted Parks Master Plan.

F. Nursing homes, assisted living centers, convalescent homes, housing specifically designed for, and occupied by, individuals 55 years of age and older, and similar facilities.

G. Retail trade establishments engaged in selling goods or merchandise to the general public, for personal or household consumption such as retail groceries, hardware stores, department stores and sporting goods stores.

H. Retail service establishments offering services and entertainment to the general public for personal or household consumption such as eating and drinking establishments, motels and hotels (but excluding recreational vehicle parks and campgrounds), banks, real estate, and financial services.

I. Business service establishments engaged in rendering services to other businesses on a fee or contract basis such as building maintenance, employment services, and consulting services.

J. Professional offices and clinics for medical, dental, legal, engineering and other professions

K. Public and private utility buildings and structures, including but not limited to electric substations, telephone exchanges, and communications antennas or towers.

L. Publicly owned and operated facilities or structures, including government offices and stations, public use buildings and recreation sites, excluding water and sewage treatment facilities.

17.16.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the MU zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions, subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Cottage cluster development, subject to provisions in Chapter 17.62.

F. Residential accessory structures, subject to the provisions in Chapter 17.70.

G. Temporary uses, subject to provisions in Chapter 17.74.

17.16.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, subject to provisions in Chapter 17.78.

B. Public and private schools, pre-schools, kindergartens, elementary, middle and high schools, including business, art, dancing, trade, technical, or similar schools.

C. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.16.050 DENSITY REGULATIONS

The maximum allowable density shall be 16 dwelling units per net acre for single family attached homes, and 32 dwelling units per net acre for multi-family development.

17.16.060 DIMENSIONAL STANDARDS

Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the MU Zone:

Minimum Lot Area	
Attached Single Family	2,000 square feet
Other Residential	5,000 square feet
Nonresidential Development	5,000 square feet
Minimum Lot Dimension Requirements	
Lot Width: Attached/Other/Nonresidential	25 feet/50 feet/50 feet
Lot Depth: Attached/Other/Nonresidential	80 feet//100 feet/100 feet
Minimum Setbacks	
Front Yard	10 feet
Garage, carport	20 feet to entrance
Side Yard	5 feet
Side Yard (adjacent to “R” zone)	5 feet + 5 feet per story
Side Yard (Street)	10 feet
Rear Yard	5 feet
Rear Yard (adjacent to “R” zone)	5 feet + 5 feet per story
Maximum Structure Height	
Primary Structure	40 feet
Accessory Building	20 feet (Roof Apex)
Maximum Lot Coverage	75%

17.16.070 DEVELOPMENT STANDARDS

Unless otherwise amended by Chapter 17.106, all development in the MU Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements:

A. Off-street Parking. Uses identified in the MU 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. Outdoor Storage and Display. Outdoor storage and display of merchandise, material, or equipment shall be permitted only when such storage is incidental to a permitted use located on the same property, and provided that:

1. The storage area shall be completely enclosed by sight obscuring fences, walls, or buildings or a combination thereof. Said walls or fences shall be not less than six feet in height.
2. There shall be no outdoor storage of merchandise, materials, equipment, or other goods to a height greater than that of any enclosing fence, wall, or building.
3. Outdoor display of limited commercial goods may be permitted in front of the building, such as adjacent to the sidewalk, provided that the sidewalk is not obstructed, or the sidewalk is widened to create additional space outside of the normal 5-foot walkway.

G. Mixing Uses. Residential and commercial uses may be mixed either on the entire site, within a building or both. No more than 90% of the development shall be a single use, as measured by square footage of building floor area or square footage devoted to a use or activity.

H. 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).

17.18 COMMERCIAL CENTRAL ZONE (C-1)

17.18.010 PURPOSE

The purpose of the C-1 zone is to provide an area suitable and desirable for retail and service enterprises, offices, financial institutions and public service uses which are appropriate in the intensively developed commercial center of the community in order to meet shopping and other business needs of area residents. The C-1 zone is appropriate only in the downtown area of The City.

17.18.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the C-1 zone:

A. Dwellings located above a first-floor commercial business.

B. Parking lot.

C. Family day care center; not a home occupation.

D. Community center.

E. Bus depot, taxicab stand.

F. Club, lodge, fraternal organization.

G. Newspaper office, print shop.

H. Motel, hotel, rooming/boarding house establishment.

I. A commercial enterprise which may be classified as belonging to one of the following use groups:

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store;
2. Automobile, boat, truck or trailer sales establishment; provided any associated repair shall be incidental to the operation and that all sales, service, storage, repair and display shall occur within an enclosed building;
3. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith;
4. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-1 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop;

5. Eating or drinking establishments such as restaurant, tavern or cocktail lounge;
6. Office, business or professional;
7. Financial institution, such as bank; and
8. Indoor commercial amusement or recreation establishment such as bowling alley, theater, or pool hall.

J. Antique shop or second-hand store; provided, all business, service, storage, sales, repair, and display shall be conducted entirely within an enclosed building.

17.18.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the C-1 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned developments, subject to the applicable provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Bed and breakfast, and short-term rentals within a pre-existing residence, subject to the provisions of Chapter 17.76.

G. Temporary uses, subject to provisions in Chapter 17.74.

H. Affordable Housing, subject to provisions in Chapter 17.72.

17.18.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, nonprofit religious or philanthropic institution.

B. Governmental structure or use of land.

C. Public utility facility.

D. Automobile service station: provided, that no major automobile repair, overhaul or reconstruction shall be permitted; and provided, further, that any incidental automobile repair shall be performed entirely within an enclosed building.

E. Any use permitted in a C-1 zone with customer drive-in service facilities, per requirements in Chapter 17.18.060.

F. Small animal clinic or animal hospital; provided, all animals shall be always kept within an enclosed building.

G. Amateur radio antennas.

H. Commercial radio stations and antennas.

I. Marijuana retailer or medical dispensary.

J. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.18.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-1 Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	0 feet
Side Yard	0 feet
Street Side Yard	0 feet
Rear Yard	0 feet
Front Yard (adjacent to “R” zone)	20 feet
Side Yard (adjacent to “R” zone)	10 feet
Street Side Yard (adjacent to “R” zone)	15 feet
Rear Yard (adjacent to “R” zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	40 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

C. Setbacks for Automobile Service Stations. Freestanding gasoline pumps and pump islands may occupy a required front or street side yard; provided, they are a minimum of 15 feet from the property line separating the yard from the street.

17.18.060 DEVELOPMENT STANDARDS

All development in the C-1 Zone shall comply with the following specific standards:

A. Off-street Parking. 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. Site Development Review. All new development and expansion of an existing structure or use in the C-1 Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Outdoor Storage and Display. Permanent outdoor storage and display of merchandise, material, or equipment shall be prohibited. Temporary outdoor display of merchandise shall be allowed, provided the display is limited to business hours.

H. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

I. Drive-Through Facilities. Drive-up, drive-in and drive-through facilities (e.g., associated with restaurants, banks, car washes and similar uses) are permitted only when accessory to a primary commercial “walk-in” use, and shall conform to all of the following standards:

1. The facility receives access from an alley or driveway, and not a street;
2. None of the drive-up, drive-in or drive-through facilities (e.g., driveway queuing areas, window, teller machines, service windows, drop-boxes, and similar facilities) are located within 20 feet of a street and shall not be oriented to a street corner. Walk-up only teller machines and kiosks are exempted from this requirement;

3. The facility is subordinate to a primary permitted use. **Subordinate** means all components of the facility, in total, occupy less street frontage than the primary commercial or public/institutional building; and
4. No more than one drive-up, drive-in or drive-through facility shall be permitted on one block, or for 300 linear feet along the same street frontage, whichever is less.

J. 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).

17.20 COMMERCIAL HIGHWAY ZONE (C-2)

17.20.010 PURPOSE

The purpose of the C-2 zone is to provide areas suitable and desirable for highway related commercial enterprises intended to meet the business needs of area residents and highway travelers. The C-2 zone is appropriate in areas along or near U.S. Highway 20 east and west of downtown Sweet Home which have developed with commercial activities, or which have potential for such activity as long as sufficient vehicular access control is maintained.

17.20.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the C-2 zone:

A. Parking lot.

B. Day care center.

C. Community center.

D. Bus depot, taxicab stand.

E. Club, lodge, fraternal organization.

F. Newspaper office, print shop.

G. Commercial enterprises with customer drive-in service facilities, pursuant to requirements in Chapter 17.18.060.

H. Automobile service station, provided, any incidental automobile repair shall be performed entirely within an enclosed building.

I. Automobile, boat, truck, trailer sales, service, rental, display, storage, and repair.

J. Cabinet or similar woodworking shop.

K. Cold storage plant, ice processing plant.

L. Feed, seed store.

M. Heavy equipment, implement, machinery sales, service, rental, display, storage, and repair.

N. Lumber, building materials sales and storage.

O. Outdoor commercial amusement or recreation establishment such as miniature golf course or drive-in theater, but excluding uses such as race track or automobile speedway.

P. Plumbing, heating, electrical or paint contractor's storage, sales or repair shop.

Q. Tire sales, repair shop.

R. Truck terminal, freight depot.

S. Warehouse, storage area including mini-storage.

T. Wholesale establishment.

U. Motel, hotel, rooming/boarding house establishment.

V. A commercial enterprise which may be classified as belonging to one of the following use groups:

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store.
2. Automobile, boat, truck, or trailer sales establishment; provided any associated repair shall be incidental to the operation and that all sales, service, storage, repair, and display shall occur within an enclosed building.
3. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith.
4. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-2 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop.
5. Eating or drinking establishments such as restaurant, tavern, or cocktail lounge.
6. Office, business or professional, including medical clinics.
7. Small animal clinic or animal hospital; provided, all animals shall be always kept within an enclosed building.
8. Financial institution, such as bank.
9. Indoor commercial amusement or recreation establishment such as bowling alley, theater, or pool hall.

W. Antique shop or second-hand store; provided, all business, service, storage, sales, repair, and display shall be conducted entirely within an enclosed building.

17.20.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the C-2 zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Bed and breakfast, and short-term rentals within a pre-existing residence, subject to the provisions of Chapter 17.76.

G. Temporary uses, subject to provisions in Chapter 17.74.

H. Affordable Housing, subject to provisions in Chapter 17.72.

17.20.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Houses of worship, nonprofit religious or philanthropic institution.

B. Governmental structure or use of land.

C. Public utility facility.

D. Machine and welding shops, sheet metal, wood, fiberglass manufacturing and other similar uses.

E. Amateur radio antennas.

F. Commercial radio stations and antennas.

G. Marijuana retailer or medical dispensary.

H. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.20.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the C-2 Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	20 feet
Side Yard	0 feet
Street Side Yard	20 feet
Rear Yard	0 feet
Side Yard (adjacent to "R" zone)	10 feet
Rear Yard (adjacent to "R" zone)	10 feet
Maximum Structure Height	
Principal and Accessory Building	35 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

C. Setbacks for Automobile Service Stations. Freestanding gasoline pumps and pump islands may occupy a required front or street side yard; provided, they are a minimum of 15 feet from the property line separating the yard from the street.

17.20.060 DEVELOPMENT STANDARDS

All development in the C-2 Zone shall comply with following specific standards:

A. Off-street Parking. 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. Site Development Review. All new development and expansion of an existing structure or use in the C-2 Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Outdoor Storage and Display. Outdoor storage shall be limited to those items normally displayed, e.g., automobiles for an automobile dealership. Permanent outdoor storage of merchandise, material, or equipment shall be permitted, provided the storage area is surrounded by a sight-obscuring fence. Temporary outdoor display shall be allowed, provided the display of merchandise is limited to business hours.

H. Exterior Lighting. Exterior lighting shall be in such a manner so as not to face directly, shine or reflect glare onto a street, a highway, or a lot in a residential zone.

I. 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).

17.22 INDUSTRIAL ZONE (I)

17.22.010 PURPOSE

The purpose of the Industrial zone is to provide areas suitable and desirable for all types of industrial activity; provided that, development controls are utilized to minimize possible harmful effects related to air and water pollution and to potential nuisance hazards such as fire, explosion, or noise. The I zone is appropriate in those large areas already developed for industrial use and in those areas possessing site characteristics suitable for industry, such as good access to highway and rail facilities, readily available water and sewer systems, level, and well drained sites, and little or no potential hazard to nearby residential or commercial areas.

17.22.020 PERMITTED USES

The following uses, when developed under the applicable development standards in the Development Code, are permitted in the I zone:

A. Manufacturing and Assembly, Secondary Processing

1. Food processing, including canning, freezing, drying, dairy products and similar food processing and preserving, beverage bottling facility, including warehousing and distribution, but excluding processes which involve the slaughter of animals.
2. Textile mill products including apparel and other finished products made from fabrics and similar materials.
3. Furniture and fixtures including retail wood products.
4. Printing, publishing, and allied industries.
5. Rubber and miscellaneous plastics.
6. Leather and leather goods but excluding a tannery.
7. Cement, glass, clay, and stone products manufacturing.
8. Fabricated metal products.
9. Electrical and electronic equipment, machinery and supplies but excluding batteries.
10. Battery manufacture, sales, and service.
11. Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks.
12. Freight terminals, including loading docks, storage, warehousing and wholesale distribution, cold storage lockers and similar personal storage facilities such as mini-storage warehouses.
13. Other manufacturing, wholesaling, or distributing activities similar to those listed.

B. Wholesale trade and distribution facilities, but excluding trade and distribution involving:

1. Metals and minerals.
2. Scrap and waste material.
3. Farm-product raw materials.
4. Chemicals and allied products.
5. Petroleum and petroleum products.

C. Public and private utility facilities, including water and sewage treatment facilities, substations, pumping stations and similar facilities with outdoor equipment storage permitted.

D. Commercial radio stations and antennas, or other wireless telecommunications facilities.

17.22.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the I zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Temporary uses, subject to provisions in Chapter 17.74.

F. Affordable Housing, subject to provisions in Chapter 17.72.

17.22.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Manufacturing and related uses including:

1. Cement, lime or similar products manufacture;
2. Explosives storage or manufacture;
3. Petroleum products manufacture or refining;
4. Pulp mill;
5. Rendering plant, tannery, slaughterhouse;
6. Smelting, refining of metallic ore; and

7. Other uses similar to the above which may possess characteristics injurious to public health and safety due to emission of smoke, noise, dust, odor, refuse, fumes, vibration or similar hazard.

B. Automobile wrecking yard, junkyard.

C. Public utility or safety facility.

D. A single-family dwelling occupied by the owner, manager, night watchperson or caretaker of the industrial establishment.

E. Marijuana producer, marijuana processor, marijuana wholesaler, a marijuana laboratory, a marijuana test facility, a marijuana grow site, and a marijuana processor site.

F. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.22.050 DIMENSIONAL STANDARDS

A. Unless otherwise permitted in this Development Code, the following minimum dimensional standards shall be required for all development in the I Zone:

Minimum Lot Area	
All Development	None
Minimum Setbacks	
Front Yard	20 feet
Side Yard	0 feet
Street Side Yard	20 feet
Rear Yard	0 feet
Side Yard (adjacent to “R” zone)	20 feet
Rear Yard (adjacent to “R” zone)	20 feet
Maximum Structure Height	
Principal and Accessory Building	80 feet
Maximum Lot Coverage	100%

B. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

17.22.060 DEVELOPMENT STANDARDS

All development in the I Zone shall comply with the following specific standards shall apply:

A. Off-street Parking. Parking, driveway and loading improvements 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 the provisions contained in Chapter 17.52.

D. Landscaping. Landscaping improvements shall conform to the provisions contained in Chapter 17.54.

E. Yards and Lots. Yards and lots shall conform to provisions contained in Chapter 17.56.

F. Site Development Review. All new development and expansion of an existing structure or use in the I Zone shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

H. Limitations on Use. Uses permitted outright involving manufacture and all conditional uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality and any other public agency having appropriate regulatory jurisdiction. Prior to approval of conditional use permits or zoning permits, evidence shall be submitted to The City indicating that the proposed activity has been approved by all appropriate regulatory agencies.

I. 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).

17.24 PUBLIC FACILITY ZONE (PF)

17.24.010 PURPOSE

The purpose of the Public Facility zone is to provide areas appropriate for specific public and semi-public uses and to ensure their compatibility with adjacent uses. It is intended that this zone be applied to individual parcels shown to be an appropriate location for a certain public or semi-public use.

17.24.020 PERMITTED USES

The following uses are permitted in the PF zone and subject to a Site Development Review:

A. Educational facilities, including:

1. Kindergartens;
2. Elementary, junior high and high schools;
3. Stadiums and athletic fields;
4. Playgrounds;
5. Open space.

B. Municipal service facilities, including:

1. Fire and Police stations.
2. City Hall.
3. Community centers and recreational facilites
4. Sewage treatment facilities.
5. Water treatment facilities.
6. Public Works Shops.
7. Wireless Telecommunication Facilities.
8. Libraries.
9. Parks and Open Space

17.24.030 SPECIAL PERMITTED USES

The following uses, when developed under the special development requirements, are permitted in the PF zone:

A. Property line adjustments, subject to the provisions in Chapter 17.92.

B. Partitions, subject to the provisions in Chapter 17.58.

C. Subdivisions, subject to the applicable provisions of Chapter 17.58.

D. Affordable Housing, subject to provisions in Chapter 17.72.

17.24.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Fraternal and civic organizational facilities

B. Hospitals and overnight clinics

C. Semi-public facilities such as houses of worship, cemeteries, monasteries, and similar.

D. Any other use that is compatible with the purpose and intent of the zone, and that would have off-site impacts that would not significantly exceed those that are typical of the other conditionally permitted uses listed in this section.

17.24.050 DIMENSIONAL STANDARDS

The following dimensional standards shall be required for all development in the Public Facility Zone:

Minimum Lot Area	Sufficient to allow the use and comply with setback requirements.
Minimum Setbacks (to Use)	
Front Yard – Adjacent to Non-residential	None
Front Yard - Adjacent to Residential	15-feet
Side Yard – Adjacent to Non-residential	None
Side Yard - Adjacent to Residential	15 feet
Rear Yard – Adjacent to Non-residential	None
Rear Yard – Adjacent to Residential	15 feet
Maximum Structure Height	60 feet
Maximum Lot Coverage	80%

17.24.060 DEVELOPMENT STANDARDS

All development in the Public Facility Zone shall comply with the applicable provisions of Chapter 2.40 of this Code. In addition, the following specific standards shall apply:

A. Off-street Parking. All 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 Section 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. Site Development Review. All new development or expansion of an existing structure or use shall be subject to the Site Development Review procedures of Chapter 17.102.

G. Exterior Lighting. Exterior lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto a street, a highway or a lot in a residential zone.

H. 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).

17.26 RECREATION COMMERCIAL ZONE (RC)

17.26.010 PURPOSE

The purpose of the RC zone is to provide and maintain areas which possess unique characteristics for recreation-related commercial and residential development, and which are suitable and desirable for recreation businesses for tourists and recreationists in the area. A high standard is essential in order to maintain and enhance the appearance of the area and its unique value to the community.

17.26.020 PERMITTED USES

In an RC zone, the following uses and their accessory uses are permitted outright:

A. Motel, hotel or resort.

B. Recreational vehicle park.

C. Recreational vehicle park with owner time share.

D. Museum or art gallery.

E. Community center, meeting facility, convention center or similar use.

F. Residential uses related to or in conjunction with a recreational development.

G. Eating and drinking establishment.

H. Recreational retail, such as ski, hiking, climbing or similar equipment.

I. Arts and crafts workshops and retail sales.

J. Amusement or recreation services.

K. Recreational teaching facilities.

L. Single-family and duplex dwellings, including those duplexes created through conversion of an existing detached single-family dwelling, on legal lots of record at the time of enactment of this Chapter.

17.26.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the RC zone:

A. Property line adjustments, subject to provisions in Chapter 17.92.

B. Partitions, subject to provisions in Chapter 17.58.

C. Subdivisions subject to provisions in Chapter 17.58.

D. Planned development, subject to the provisions of Chapter 17.60.

E. Home occupations within a pre-existing residence, subject to the provisions of Chapter 17.68.

F. Residential accessory dwellings, subject to provisions of Chapter 17.72.

G. Bed and breakfast within a pre-existing residence, subject to the provisions of Chapter 17.76.

H. Temporary uses, subject to provisions in Chapter 17.74.

17.26.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Listed permitted uses in the I zone.

B. Recreation oriented uses or activities not listed as permitted.

C. Residential uses not related to or in conjunction with a recreational development.

D. Public storage facility.

E. Non-recreational retail.

F. Governmental structure or use of land, or public utility facility.

G. Other uses compatible with the purpose and intent of the zone, and whose off-site impacts would not significantly exceed those of the other conditionally permitted uses listed in this section.

17.26.050 SPECIAL STANDARDS

In the RC zone, the following special standards shall apply unless modified as a part of a planned development.

A. Single-family dwellings, duplexes and accessory uses shall meet the following minimum standards.

1. Minimum lot size shall be 5,000 square feet.
2. Minimum lot width shall be 50 feet.
3. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be a minimum of 15 feet;
    b. Side shall be a minimum five feet with a combined minimum of 13 feet;
    c. Street side shall be minimum of 15 feet;
    d. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    e. Rear shall be a minimum of 20 feet.
4. Building height shall not exceed 30 feet.
5. Building coverage shall not exceed 35% of the land area.
6. A carport or garage is required.
7. Off-street parking will be based on The City parking standards.

B. Single-family attached dwellings shall meet the following standards.

1. Minimum lot size shall be 2,000 square feet per unit.
2. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be 15 feet;
    b. Sides between units shall be zero;
    c. Sides on exterior boundaries shall be five feet;
    d. Street side shall be a minimum of 15 feet;
    e. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    f. Rear shall be a minimum of 15 feet.
3. Building height shall not exceed 40 feet.
4. Building coverage shall not exceed 70% of the land area.
5. Off-street parking will be based on The City parking standards.

C. Multi-family dwellings and accessory uses shall meet the following standards.

1. Minimum lot size shall be 1,500 square feet per unit.
2. Minimum yard setbacks:
    a. Front, from either a public or private street, shall be 20 feet;
    b. Side shall be a minimum ten feet;
    c. Street side shall be minimum of 15 feet;
    d. A garage shall have a minimum setback of 20 feet from the point of access to the vehicle doors; and
    e. Rear shall be a minimum of 20 feet.
3. Building height shall not exceed 40 feet.
4. Building coverage shall not exceed 60% of the land area.
5. Off-street parking will be based on The City parking standards.

D. Commercial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designed as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 45 feet.
4. Yard setbacks:
   a. Front, from either a public or private street, shall be 20 feet; and
   b. Sides, none, except if abutting residential zones, and then the side yard shall be at least ten feet. The required side yard shall be increased by one-half foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential zones, and then the rear yard shall be at least ten feet. The required rear yard shall be increased by one-half foot for each foot that the building height exceeds 20 feet.

17.26.060 DEVELOPMENT PLAN REVIEW

In the RC Zone, submittal of a plan for development on a specific piece of property shall comply with the following.

A. The site plan, with proposed land uses, shall include accurate measurements from property lines to and between all structures.

B. Building types, with approximate dimensions should be submitted. The plans should indicate the general height, bulk and appearance of buildings.

C. Vehicular and pedestrian access and circulation must be included on the plan.

D. The configuration, including a count and size of all spaces and aisle widths, of all parking areas should be included.

E. Existing natural features such as streams, riparian zone, wetlands, and topography must be shown before construction and include proposed impacts to the natural resources.

F. Proposals for landscaping, fencing or other barriers should be included on the plan.

G. Proposals for the location, size, height, and lighting of signs should be submitted.

H. Proposals for the provision of water, fire suppression, sewage, storm drainage, exterior lighting and solid waste must be submitted.

17.26 MIXED-USE EMPLOYMENT ZONE (MUE)

17.26.010 PURPOSE

The purpose of the Mixed-Use Employment zone is to provide a mix of business and professional services, research facilities, offices, retail and services firms and limited manufacturing opportunities. While primarily intended as an employment center, opportunities will be available for residential development as either a separate or ancillary use. It is expected that industrial uses will likely locate near or adjacent to the existing rail line, while residential and commercial facilities will gravitate toward the South Santiam River.

17.26.020 PERMITTED USES

In an MUE zone, the following uses and their accessory uses are permitted outright:

A. Residential Uses

1. Single family detached and attached homes.
2. Duplex dwelling, including those duplexes created through conversion of an existing detached single-family dwelling.
3. Multi-family homes.
4. Residential care homes and facilities, licensed by the State of Oregon.

B. Commercial Uses

1. Retail store or shop, such as food store, drug store, apparel store, hardware store or furniture store;
2. Personal or business service establishment such as barber or beauty shop, dry cleaning establishment, tailor shop or locksmith;
3. Repair shop for the type of goods offered for sale in retail trade establishment permitted in a C-1 zone, such as shoe repair shop, small appliance repair shop, television repair shop or watch repair shop;
4. Eating or drinking establishments such as restaurant, tavern or cocktail lounge; except drive-up, -in or -through facilities shall not be permitted
5. Office, business or professional;
6. Financial institution, such as bank; except drive-up, -in or -through facilities shall not be permitted
7. Indoor commercial amusement or recreation establishment such as bowling alley, theater or pool hall.
8. Motel, hotel or resort.
9. Recreational vehicle park.
10. Small scale food/beverage manufactures – i.e., bakeries, microbreweries – where primary retail sales are on-site.

C. Industrial Uses

1. Manufacturing, fabrication, assembling and packaging activities, including accessory storage, for the following products and/or materials: cloth, fiber, fur and hair; electrical and communication equipment; cosmetics, drugs and pharmaceuticals; food, beverage, dairy products; and medical, dental, optical precision and surgical instruments and equipment
2. Research and scientific laboratories
3. Wholesale distribution and warehousing facilities (limited to properties adjacent to railroad right-of-way)
4. Wineries, breweries, and distilleries
5. Other employment uses that are compatible with the purpose and intent of the zone, and having limited off-site impacts. The intent is to permit flexibility in allowing appropriate uses generated by emerging technologies. For example, server farms or call centers would be consistent with provision.

D. Public and Community Related Uses

1. Art galleries, libraries, and museums
2. Community center, meeting facility, convention center or similar use.
3. Hospital, health, and medical clinics
4. Golf courses and country clubs
5. Public and private parks.

17.26.030 SPECIAL USES

The following uses, when developed under the applicable development standards of this Development Code and special development requirements, are permitted in the MUE zone:

A. Property line adjustments, subject to the provisions in Chapter 17.92.

B. Partitions, subject to the provisions in Chapter 17.58.

C. Subdivisions, subject to the provisions in Chapter 17.58.

D. Planned development, subject to the provisions in Chapter 17.60.

E. Cottage cluster development, subject to the provisions in Chapter 17.62.

F. Home occupations, subject to the provisions in Chapter 17.68.

G. Residential accessory dwellings, subject to the provisions in Chapter 17.72.

H. Temporary uses, subject to the provisions in Chapter 17.74.

17.26.040 CONDITIONAL USES

The following uses require approval of a Conditional Use Permit:

A. Manufacturing, fabrication, assembling, processing, canning, packaging, compounding, storage, and treatment activities for the following activities and/or materials: brick, concrete, cement, clay, mortar, plaster, and tile; chemicals and floor coverings; extraction or removal of sand, gravel, topsoil, clay, dirt, precious metals, gems or other natural resources; and paper

B. Houses of worship, including cemeteries and customary accessory buildings and uses, per Chapter 17.76.

C. Clubs, lodges. Clubs, lodges, fraternal institutions, and other places of assembly for membership groups.

D. Governmental structure or use of land, or public utility facility.

E. Utilities and communication facilities, such as telephone exchanges, electric substations, and television stations

F. Public and private schools, kindergarten, elementary, middle, and high schools

G. Colleges and trade schools

H. Marijuana retailer or medical dispensary.

I. Any other use that is compatible with the purpose and intent of the zone, and that would have off-site impacts that would not significantly exceed those that are typical of the other conditionally permitted uses listed in this section.

17.26.050 DEVELOPMENT STANDARDS

In the MUE zone, the following special standards shall apply unless modified as a part of a planned development.

A. Single-family dwellings and duplex dwellings shall meet the following minimum standards.

1. Minimum lot size shall be 5,000 square feet.
2. Minimum lot width shall be 50 feet.
3. Minimum yard setbacks:
    a. Front - 15 feet.
    b. Side – 5 feet.
    c. Street side - 15 feet.

d. Garage - 20 feet to entrance
e. Rear - 15 feet.

4. Building height – 30 feet residence, 20 feet – accessory building.
5. Building coverage shall not exceed 40% of the land area.

B. Single-family attached dwellings shall meet the following standards.

1. Minimum lot size shall be 2,000 square feet per unit.
2. Minimum yard setbacks:
   a. Front - 15 feet.
   b. Sides between units – 0 feet
   c. Sides on exterior boundaries – 5 feet
   d. Street side - 15 feet
   d. Garage - 20 feet to entrance
   e. Rear - 15 feet.
3. Building height shall not exceed 40 feet, 20 feet – accessory building.
4. Building coverage shall not exceed 70% of the land area.

C. Multi-family dwellings and accessory uses shall meet the following standards.

1. Minimum lot size shall be 1,500 square feet per dwelling unit.
2. Minimum yard setbacks:
   a. Front - 20 feet.
   b. Side – 10 feet.
   c. Street side - 15 feet
   d. Garage - 20 feet to entrance
   e. Rear - 20 feet.
3. Building height shall not exceed 40 feet, 20 feet – accessory building.
4. Building coverage shall not exceed 60% of the land area.

D. Commercial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designed as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 45 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 15 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 15 feet. The required rear yard shall be

increased by one foot for each foot that the building height exceeds 20 feet.

5. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

E. Industrial establishments shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designated as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 60 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 20 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 20 feet. The required rear yard shall be increased by one foot for each foot that the building height exceeds 20 feet.
5. Minimum Setback. Where a side or rear yard is not required and a structure is not to be erected at the property line, it shall be set back at least three feet from the property line.

F. Public, public facility, and similar types of uses shall meet the following standards.

1. Off-street parking will be based on The City parking standards.
2. A minimum of 15% of the land area shall be designated as open space with appropriate landscaping. To the maximum extent feasible, natural features of the land shall be preserved.
3. Building height shall not exceed 50 feet.
4. Yard setbacks:
   a. Front - 20 feet
   b. Sides, none, except if abutting residential use or zone, and then the side yard shall be at least 20 feet. The required side yard shall be increased by one foot for each foot of building height that exceeds 20 feet.
   c. Rear, none, except if abutting residential use or zone, and then the rear yard shall be at least 20 feet. The required rear yard shall be increased by one foot for each foot that the building height exceeds 20 feet.

17.26.060 SPECIAL DEVELOPMENT REQUIREMENT

With the exception of constructing a single-family home or duplex, or conversion of an existing single-family detached dwelling into a duplex, a Planned Development shall be required for any proposed project or development exceeding one acre in size.

17.28 NATURAL RESOURCES OVERLAY ZONE (NRO)

17.28.010 PURPOSE

The NRO zone is designed to protect identified significant natural resources in The City of Sweet Home. The intent of this zone is to ensure reasonable economic use of property while protecting valuable natural resources. Requirements in this Chapter apply only to that portion of a property located within the NRO zone.

17.28.020 ESTABLISHMENT AND APPLICABILITY

The NRO zone is an overlay zone is used and applied to any parcel having one of the following identified natural resources:

A. Significant wetlands, as mapped in The City's Local Wetlands Inventory (LWI).

B. Riparian corridors, as mapped in The City's Riparian Inventory.

17.28.030 ACTIVITIES SUBJECT TO REVIEW

In the NRO zone, the following actions are subject to review. These shall be processed as a Type I application and subject to the standards contained in this Chapter and applicable provisions of the underlying zone:

A. New structural development.

B. Exterior expansion of any building or structure.

C. Increases in impervious surfaces or storage areas.

D. Grading, excavation or fill.

E. Removal of native vegetation.

17.28.040 EXCEPTIONS IN THE RIPARIAN ZONE

The following activities may be excepted from the requirements of this Chapter, if administrative review finds that they meet the standards listed in this Chapter.

A. Drainage facilities, utilities, and irrigation pumps.

B. Unimproved streets, roads, driveways, or paths.

C. Water-related and water-dependent uses.

D. Replacement of existing structures with structures in the same location that do not disturb additional riparian surface area.

E. Removal of non-native vegetation and replacement with native plant species.

F. Alteration of the area by placement of structures or impervious surfaces within the Riparian Zone upon demonstration that equal or better protection for identified resources will be ensured through restoration of riparian areas, enhanced buffer treatment or similar measures; providing that, the alterations not exceed 50% of the width of the riparian area, measured from the upland edge of the Zone.

17.28.050 AGENCY REVIEW

Decisions made by The City of Sweet Home under this Chapter do not supersede the authority of the state or federal agencies which may regulate or have an interest in the activity in question.

A. It is the responsibility of the landowner or applicant to ensure that any necessary state or federal permits or clearances are obtained.

B. The City will notify the Division of State Lands for development permits and other land use decisions affecting inventoried wetlands.

17.28.060 GENERAL DEVELOPMENT STANDARDS

A. The City of Sweet Home has adopted safe harbor setback methodology for the identification of significant riparian corridors and significant wetlands. These resources are identified on the Local Wetlands Inventory and Riparian Inventory Maps. Property owners are responsible to have a qualified professional identify the wetlands boundary on the affected property.

Natural Area	***Width of Vegetated Corridor, per side***
South Santiam River	75'
Ames Creek and Wiley Creek	50'

B. Setbacks for structures within a riparian corridor are measured from the top of bank, which is the line of ordinary high water in a two-year event.

C. For an exception to be allowed, the applicant shall comply with the following requirements:

1. Demonstrate that no other practicable access to the buildable area exists.
2. Design roads, driveways, and paths to be the minimum width necessary while allowing for safe passage of vehicles and/or pedestrians.

3. Consider the need for future extensions of shared access, access easements or private streets to avoid subsequent encroachments into a significant natural resource.
4. During construction, no stockpiling of fill materials, parking or storage of equipment shall be allowed within a significant natural resource.
5. Erosion control measures, such as silt fences and biofilter bags, shall be used to reduce the likelihood of sediment and untreated stormwater entering a significant natural resource.
6. Utilities and drainage facilities: Public and private utilities or drainage facilities may be placed when it is shown that no other practicable alternative location exists. If a utility or drainage facility is allowed, the following standards shall apply:
   a. Demonstrate that no other practicable access exists.
   b. The corridor necessary to construct utilities shall be the minimum width practical to minimize intrusion into a significant natural resource.
   c. Removal of trees and native vegetation shall be avoided unless absolutely necessary. Native vegetation shall be used to restore the vegetative character of the construction corridor.
   d. The existing grade of the land shall be restored after construction.
   e. No stockpiling of fill materials, parking or storage of equipment shall be allowed within a significant natural resource.
7. Structures or other non-conforming alterations existing fully or partially within a significant Natural Resource may be expanded provided the expansion occurs outside of a significant natural resource. Substantial improvement of a non-conforming structure in a significant natural resource shall require compliance with the standards of this Chapter.
8. Existing lawn within a significant natural resource may be maintained, but not expanded within the limits of a significant natural resource. Development activities shall not justify replacement of native vegetation, especially riparian vegetation, with lawn.

D. Vegetation Removal and Replacement

1. Removal of non-native vegetation and replacement with native plant species is permitted.
2. The replacement vegetation shall at a minimum:
   a. Cover the area from which vegetation was removed.
   b. Maintain or exceed the density of the removed vegetation.
   c. Maintain or improve the shade provided by the vegetation.

E. Trees in danger of falling and thereby posing a hazard to life or property may be removed, following consultation and approval from a licensed professional, and the Community Development Director or designee.

F. The control or removal of nuisance plants should primarily be by non-chemical means (e.g., hand-pulling).

1. If non-chemical means fail to adequately control nuisance plant populations, environmentally safe herbicides may be used.
2. No pre-emergent herbicides or auxin herbicides that pose a risk of contaminating water should be used.
3. Herbicide applications must be applied according to manufactured specifications.

17.28.070 VARIANCES

A variance to the provisions of this Chapter may be applied for to consider claims of map errors verified by DSL, and when necessary to allow reasonable economic use of the subject property. Permanent alteration of the significant natural resource by an action requiring a variance is subject to the mitigation procedures and criteria of this chapter. Variances shall be processed per provisions in Chapter 17.106.

17.28.080 MITIGATION STANDARDS

When impacts to any identified significant natural resource occur, mitigation will be required.

A. For impacts to wetlands, the following standards and criteria shall apply.

1. The applicant must obtain a fill and removal permit from the Oregon Division of State Lands and U.S. Army Corps of Engineers.
2. The applicant must provide an approved mitigation plan that complies with all Oregon Division of State Lands and U.S. Army Corps of Engineers wetland regulations.

B. For impacts to riparian corridors, the following standards and criteria shall apply:

1. A mitigation plan prepared by a qualified professional shall be submitted to The City. The mitigation plan shall meet the following criteria:
   a. Mitigation for impacts to a non-wetlands riparian area shall require a minimum mitigation area ratio of one to one.
   b. The mitigation plan shall document:
      (1) The location of the impact.
      (2) The existing conditions of the resource prior to impact.
      (3) The location of the proposed mitigation area.
      (4) A detailed planting plan of the proposed mitigation area with species and density.
      (5) A narrative describing how the resource will be replaced.

2. Mitigation shall occur on-site and as close to the impact area as possible. If this is not feasible, mitigation shall occur within the same drainage basin as the impact.
3. All vegetation planted within the mitigation area shall be native to the region. Species to be planted in the mitigation area shall replace those impacted by the development activity.
4. Trees shall be planted at a density of not less than five per 1,000 square feet. Shrubs shall be planted at a density of not less than ten per 1,000 square feet.

17.28.09 PLAN AMENDMENT OPTION

A. Any owner of property affected by the NRO Zone may apply for a Zone amendment. The amendment must be based on a specific development proposal. The effect of the amendment would be to remove the NRO Zone from all or a portion of the property. The applicant shall demonstrate that such an amendment is justified by completing an Environmental, Social, Economic and Energy (ESEE) Consequences Analysis prepared in accordance with Oregon Administrative Rules. If the application is approved, then the ESEE analysis shall be incorporated by reference into the applicable Sweet Home Inventory and the Maps shall be amended.

B. The ESEE analysis shall adhere to the following requirements.

1. The ESEE analysis must demonstrate to the ultimate satisfaction of the Sweet Home City Council that the adverse economic consequences of not allowing the conflicting use are sufficient to justify the loss, or partial loss, of the resource.
2. The ESEE analysis must demonstrate why the use cannot be located on land outside of the natural resource area.
3. The ESEE analysis shall be prepared by a qualified professional experienced in the preparation of Goal 5 ESEE analyses, with review by DLCD.

17.30 FLOOD HAZARD OVERLAY ZONE (FHO)

17.30.010 STATUTORY AUTHORIZATION

The State of Oregon has in O.R.S. 197.175, Cities' and Counties' Planning Responsibilities delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the public health, safety and general welfare of its citizenry.

17.30.020 FINDINGS OF FACT

A. The flood hazard areas of The City are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

17.30.030 STATEMENT OF PURPOSE

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

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;

F. To help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;

G. Notify potential buyers that the property is in a special flood hazard area;

H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions;

I. Participate in and maintain eligibility for flood insurance and disaster relief.

17.30.040 METHODS OF REDUCING FLOOD LOSSES

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

A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage;

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

17.30.050 DEFINITIONS

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

APPEAL. A request for a review of the interpretation of any provision of this Chapter or a request for a variance.

AREA OF SHALLOW FLOODING. A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD. The land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. ***SPECIAL FLOOD HAZARD AREA*** is synonymous in meaning and definition with the phrase ***AREA OF SPECIAL FLOOD HAZARD***.

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE). The elevation to which floodwater is anticipated to rise during the base flood.

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

BUILDING. See ***STRUCTURE***.

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

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

FLOOD or ***FLOODING.***

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

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

FLOOD INSURANCE RATE MAP (FIRM). The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A ***FIRM*** that has been made available digitally is called a ***DIGITAL FLOOD INSURANCE RATE MAP (DFIRM)***.

FLOOD INSURANCE STUDY (FIS). See ***FLOOD ELEVATION STUDY***.

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

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

FUNCTIONALLY DEPENDENT USE. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE. Any structure that is:

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

LETTER OF MAP CHANGE (LOMC). An official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of ***LOMCs***:

1. ***CONDITIONAL LETTER OF MAP AMENDMENT (CLOMA).*** A ***CLOMA*** is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1% annual chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. ***CONDITIONAL LETTER OF MAP REVISION (CLOMR).*** A ***CLOMR*** is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. ***CONDITIONAL LETTER OF MAP REVISION BASED ON FILL (CLOMR-F).*** A ***CLOMR-F*** is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
4. ***LETTER OF MAP AMENDMENT (LOMA).*** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
5. ***LETTER OF MAP REVISION (LOMR).*** A ***LOMR*** is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. ***LOMRs*** are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The ***LOMR*** officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The ***LOMR*** is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
6. ***LETTER OF MAP REVISION BASED ON FILL (LOMR-F).*** A ***LOMR-F*** is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
7. ***PMR.*** A ***PMR*** is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. ***PMRs*** are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

LOWEST FLOOR. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building

access or storage in an area other than a basement area is not considered a building's ***LOWEST FLOOR***, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Chapter.

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

MANUFACTURED DWELLING PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

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

NEW CONSTRUCTION. For floodplain management purposes, ***NEW CONSTRUCTION*** means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by The City and includes any subsequent improvements to such structures.

RECREATIONAL VEHICLE. A vehicle which is:

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

SPECIAL FLOOD HAZARD AREA. See ***AREA OF SPECIAL FLOOD HAZARD*** for this definition.

START OF CONSTRUCTION. Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The ***ACTUAL START*** means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory

buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the ***ACTUAL START OF CONSTRUCTION*** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

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

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

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

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

VARIANCE. A grant of relief by The City from the terms of a floodplain management regulation.

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

17.30.060 LANDS TO WHICH CHAPTER APPLIES

This Chapter shall apply to all special flood hazard areas within the jurisdiction of The City.

17.30.070 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Linn County, Oregon and Incorporated Areas", dates of September 29, 2010 and the revised

date December 27, 2012, with accompanying Flood Insurance Rate Maps (FIRMs) 41043C0895G, 41043C0911G, 41043C0912G, 41043C0913G, 41043C0914G, 41043C0916G, 41043C0917G, 41043C0918G, and 41043C0919G are hereby adopted by reference and declared to be a part of this Chapter. The FIS and FIRM panels are on file at City Hall, 3225 Main Street, Sweet Home, Oregon.

17.30.080 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

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

17.30.090 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

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

B. *Penalties for noncompliance.* No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation and may be prosecuted under the provisions of Chapter 9.36 and any amendments thereto. Abatement of the violations of this Chapter 17.30 can be accomplished by any remedy open to The City, including using the procedures set out in Chapter 8.04 for abatement of nuisances. Each day that a violation exists is a separate offense. Nothing contained herein shall prevent The City from taking such other lawful action as is necessary to prevent or remedy any violation.

17.30.100 ABROGATION AND SEVERABILITY

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

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

17.30.110 INTERPRETATION

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

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

17.30.120 WARNING AND DISCLAIMER OF LIABILITY

A. *Warning*. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

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

17.30.130 DEVELOPMENT PERMIT REQUIREMENT

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Chapter 17.30.070. The permit shall be for all structures, including manufactured homes, as set forth in Chapter 17.30.030, and for all other development.

17.30.140 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

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

17.30.150 APPLICATION FOR DEVELOPMENT PERMIT

A. Application for a development permit shall be made on forms furnished by the building inspection program and may include, but not be limited to, plans in

duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question, existing or proposed structures, fill, storage of materials and drainage facilities.

B. Specifically, the following information is required:

1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Certification by a registered design professional that the floodproofing methods for any nonresidential structure meet the floodproofing criteria; and
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

17.30.160 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator, or their designee, shall include, but not be limited to:

A. *Permit review*. Review all development permits to determine that:

1. The permit requirements of this Chapter have been satisfied;
2. All other required local, state, and federal permits have been obtained and approved;
3. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of Chapter 17.30.220 are met; and
4. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of Chapter 17.30.190.G. below; and
5. Provide to building officials the Base Flood Elevation (BFE) and freeboard, applicable to any building requiring a development permit.
6. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in Chapter 17.30.030.
7. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in Chapter 17.30.190.A.
8. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

B. *Information to be obtained and maintained*. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

1. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with Chapter 17.30.190.G.
2. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of Chapters 17.30.220 and 17.30.170.B.2. are adhered to.
3. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
4. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
5. Maintain all Elevation Certificates (EC) submitted to The City.
6. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this Chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with Chapter 17.30.190.G.
7. Maintain all floodproofing certificates required under this Chapter.
8. Record and maintain all variance actions, including justification for their issuance.
9. Obtain and maintain all hydrologic and hydraulic analyses performed as required under Chapter 17.30.220.
10. Record and maintain all substantial improvement and substantial damage calculations and determinations as required under Chapter 17.30.160.F.
11. Maintain for public inspection all records pertaining to the provisions of this Chapter.

C. *Community boundary alterations*. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately

represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

D. *Watercourse alterations.*

1. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:
   a. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
   b. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.
2. The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under subsection E. below. Ensure compliance with all applicable requirements in subsection E. below and Chapter 17.30.190.A.

E. *Requirement to submit new technical data*.

1. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions, as soon as practicable, but not later than six months after the date such information becomes available. A community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.
2. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
   a. Proposed floodway encroachments that increase the base flood elevation; and
   b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
3. An applicant shall notify FEMA within six months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

4. The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR-F.
5. The Floodplain Administrator shall be under no obligation to sign the community acknowledgement form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

F. *Substantial improvement and substantial damage assessments and determinations*. Conduct Substantial Improvement (SI) (as defined in Chapter 17.30.030) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with subsection B. above. Conduct Substantial Damage (SD) (as defined in Chapter 17.30.030) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in Chapter 17.30.050) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

17.30.170 ESTABLISHMENT OF DEVELOPMENT PERMIT

A. *Floodplain development permit required.* A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in Chapter 17.30.050. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in Chapter 17.30.030, including fill and other development activities.

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

1. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of Chapter 17.30.160.B.
2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
3. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-

residential structure meet the floodproofing criteria for non-residential structures in Chapter 17.30.210.C.3.

4. Description of the extent to which any watercourse will be altered or relocated.
5. Base flood elevation data for subdivision proposals or other development when required per Chapters 17.30.160.A. and 17.30.190.F.
6. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
7. The amount and location of any fill or excavation activities proposed.

17.30.180 VARIANCE PROCEDURE

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

A. *Conditions for variances.*

1. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of subsections 3., 5., and C. below. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increase.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon:
   a. A showing of good and sufficient cause;
   b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
   c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
5. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of subsections 2. through 4. above are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

B. *Appeal Board.*

1. The City Council shall hear and decide appeals and requests for variances from the requirements of this Chapter.
2. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made in the enforcement or administration of this Chapter.
3. Those aggrieved by the decision of the City Council may appeal the decision as provided for by law.
4. In passing upon the applications, the City Council shall consider technical evaluations, relevant factors and standards specified in other sections of this Chapter:
   a. The danger that materials may be swept onto other lands to the injury of others;
   b. The danger to life and property due to flooding or erosion damage;
   c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on individual owners;
   d. The importance of the services provided by the proposed facility to the community;
   e. The necessity to the facility of a waterfront location, where applicable;
   f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
   g. The compatibility of the proposed use with existing and anticipated development;
   h. The relationship of the proposed use to the Comprehensive Plan;
   i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
   j. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; and
   k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer and water systems, streets and bridges.
5. Upon consideration of the factors of subsection A. above, the City Council may attach such conditions to the granting of a variance as it deems necessary to further the purposes of this Chapter.
6. The City shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

C. *Variance notification.* Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with Chapter 17.30.160.B.

17.30.190 PROVISIONS FOR FLOOD HAZARD REDUCTION—GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

A. *Alteration of watercourses.* Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with Chapters 17.30.160.D. and 17.30.160.E.

B. *Anchoring.*

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured dwellings shall be anchored per Chapter 17.30.210.C.4.

C. *Construction materials and methods.*

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

D. *Utilities and equipment.*

1. *Water supply, sanitary sewer, and on-site waste disposal systems*.
   a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
   b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
   c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.
2. *Electrical, mechanical, plumbing, and other equipment*.
   a. Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities

shall meet all the requirements of this section if replaces as part of a substantial improvement.

b. If replaced as part of substantial improvement, shall meet all the requirements of this section.

E. *Tanks.*

1. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
2. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

F. *Subdivision proposals and other proposed developments.*

1. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include within such proposals, base flood elevation data.
2. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
   a. Be consistent with the need to minimize flood damage.
   b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
   c. Have adequate drainage provided to reduce exposure to flood hazards.

G. *Use of other base flood data*.

1. When base flood elevation data has not been provided in accordance with Chapter 17.30.050 the Local Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source, in order to administer this section and Chapter 17.30.210. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of subsection F. above.
2. Base flood elevations shall be determined for development proposals that are five acres or more in size or are 50 lots or more, whichever is lesser in any A Zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided base level engineering data, and photographs of past flooding, and the like where available. In unnumbered A Zones, when no base flood elevation data is available, the minimum elevation requirement is two feet above the

highest adjacent grade to reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

H. *Structures located in multiple or partial flood zones*. In coordination with the State of Oregon Specialty Codes:

1. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
2. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

17.30.200 CRITICAL FACILITIES

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

17.30.210 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the general standards contained in Chapter 17.30.190.

A. *Flood openings.*

1. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.
2. Enclosed areas below the base flood elevation, including crawl spaces shall:
   a. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of flood waters;
   b. Be used solely for parking, storage, or building access;
   c. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
      i. A minimum of two openings,
      ii. The total net area of non-engineered openings shall be not less than one square inch for each square foot of enclosed

area, where the enclosed area is measured on the exterior of the enclosure walls,

iii. The bottom of all openings shall be no higher than one-foot above grade,

iv. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of flood water into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

v. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. *Garages.*

1. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
   a. If located within a floodway the proposed garage must comply with the requirements of Chapter 17.30.220;
   b. The floors are at or above grade on not less than one side;
   c. The garage is used solely for parking, building access, and/or storage;
   d. The garage is constructed with flood openings in compliance with subsection A. above to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood water;
   e. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
   f. The garage is constructed in compliance with the standards in Chapter 17.30.190 and
   g. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
2. Detached garages must be constructed in compliance with the standards for appurtenant structures in subsection C.6. below or non-residential structures in subsection C.3. below depending on the square footage of the garage.

C. *For riverine (non-coastal) special flood hazard areas with base flood elevations.* In addition to the general standards listed in Chapter 17.30.190 the following specific standards shall apply in riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

1. *Before regulatory floodway*. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other

development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

2. *Residential construction.*
   a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the Base Flood Elevation (BFE).
   b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in subsection A. above.
3. *Non-residential construction.*
   a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
      i. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE); or, together with attendant utility and sanitary facilities;
      ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
      iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
      iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth Chapter 17.30.160.B.
   b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in subsection A. above.
   c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as one foot below).
   d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.

e. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

4. *Manufactured dwellings.*
   a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with subsection A. above;
   b. The bottom of the longitudinal chassis frame beam shall be at or above base flood elevation;
   c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques); and
   d. Electrical crossover connections shall be a minimum of 12 inches above Base Flood Elevation (BFE).
5. *Recreational vehicles.* Recreational vehicles placed on sites are required to:
   a. Be on the site for fewer than 180 consecutive days; and
   b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
   c. Meet the requirements of subsection C.4. above, including the anchoring and elevation requirements for manufactured dwellings.
6. *Appurtenant (accessory) structures.* Relief from elevation or floodproofing requirements for residential and non-residential structures in riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
   a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in Chapter 17.30.220;
   b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
   c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet;
   d. The portions of the appurtenant structure located below the base flood elevation must be built using flood resistant materials;

e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood;
f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in subsection A. above;
g. Appurtenant structures shall be located and constructed to have low damage potential;
h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with Chapter 17.30.190.E.;
i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

17.30.220 FLOODWAYS

Located within the special flood hazard areas established in Chapter 17.30.050 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, Section 65.12 are fulfilled.
   a. If an encroachment proposal resulting in an increase in base flood elevation meets the following criteria:
      i. Is for the purpose of fish enhancement,
      ii. Does not involve the placement of any structures (as defined in Chapter 17.30.030) within the floodway,

iii Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,

iv. Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,

v. Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and

vi. Has evidence to support that no existing structures will be negatively impacted by the proposed activity; then an approved CLOMR may be required prior to approval of a floodplain permit.

B. New installation of manufactured dwellings are prohibited (2002 Oregon Manufactured Dwelling and Park Specialty Code). Manufactured dwellings may only be located in floodways according to one of the following conditions:

1. If the manufactured dwelling already exists in the floodway, the placement was permitted at the time of the original installation, and the continued use is not a threat to life, health, property, or the general welfare of the public; or
2. A new manufactured dwelling is replacing an existing manufactured dwelling whose original placement was permitted at the time of installation and the replacement home will not be a threat to life, health, property, or general welfare of the public and it meets the following criteria:
   a. As required by 44 CFR Ch. 1, Subpart 60.3(d)(3) and subsection A.2. above, it must be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the manufactured dwelling and any accessory buildings, accessory structures, or property improvements (encroachments) will not result in any increase in flood levels during the occurrence of the base flood discharge;
   b. The replacement manufactured dwelling shall have the bottom of the longitudinal chassis frame beam elevated to or above the base flood elevation and any accessory buildings or structures (encroachments) shall have the finished floor elevated a minimum of 18 inches above the BFE as identified on the Flood Insurance Rate Map;
   c. The replacement manufactured dwelling is placed and secured to a foundation support system designed by an Oregon professional engineer or architect and approved by The City and anchored per Chapter 17.30.210.C.4.;
   d. The replacement manufactured dwelling, its foundation supports, and any accessory buildings, or property improvements (encroachments) do not displace water to the degree that it causes

a rise in the water level or diverts water in a manner that causes erosion or damage to other properties;

e. The location of a replacement manufactured dwelling is allowed by Sweet Home Municipal Code Title 17;

f. Electrical crossover connections shall be a minimum of 12 inches above the base flood elevation; and

g. Any other requirement deemed necessary by The City.

3. If the requirements of subsection A. above are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of Chapters 17.30.190 and 17.30.210.

17.32 HISTORICAL PROPERTY OVERLAY ZONE (HPO)

17.32.010 PURPOSE

The purpose of this Overlay Zone is to:

A. Promote the historic, educational, architectural, cultural, economic, and general welfare of the public through the preservation, restoration and protection of those buildings, structures, sites, zones, and objects of historic interest within The City;

B. Foster civic pride in the accomplishments of the past; and

C. Carry out the provisions of the Land Conservation and Development Commission Goal 5.

17.32.020 CONFORMANCE REQUIRED

No land shall be used, and no building, site, object, zone, or structure of significance, or part thereof, shall be demolished, moved, or altered, nor shall any new construction take place within a zone or on a landmark site except in conformity with this Development Code.

17.32.030 DEFINITIONS

The following definitions shall apply to this Section::

ALTERATION - A change, addition, or modification to the exterior of a building.

CULTURAL RESOURCE INVENTORY - Historical buildings or sites identified as "significant" on the Goal 5 historical resource inventory.

DEMOLISH - To raze, destroy, dismantle, deface or in any other manner cause partial or total destruction of a landmark or any building within an historic zone.

HISTORIC ZONE - A geographically definable area, the boundaries of which have been adopted by the City Council pursuant to provisions in Chapter 17.32.

LANDMARK - Any site, object, building, or structure designated by the City Council pursuant to provisions in Chapter 17.32.

MAJOR PUBLIC IMPROVEMENT - The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property within a zone or on a landmark site, except for the repair or maintenance of existing public improvements.

17.32.040 LANDMARK AND ZONE DESIGNATION

A. Process. The process for designating a landmark or historic zone may be initiated by the City Council, the Planning Commission, or by any interested person who applies for designation to the City Manager or designee. At the time of application, The City shall provide the property owner and applicant with information regarding the benefits and restriction of designation.

B. Information. The following information shall be required in an application:

1. The applicant's name and address;
2. The owner's name and address, if different from the applicant;
3. A written description of the boundaries of the proposed zone or the location of the proposed landmark;
4. A map illustrating the boundaries of the proposed zone or the location of the proposed landmark;
5. A statement explaining the following:
   a. The reason(s) why the proposed zone or landmark should be designated;
   b. The reason(s) why the boundaries of the proposed zone are appropriate for designation;
   c. The potential impact, if any, which designation of the proposed zone or landmark would have on the residents or other property owners in the area.
6. Any other information deemed necessary by The City.

C. City Council Action. Within seven days of receipt of a complete application, the City Manager or designee shall forward the request to the City Council. The City Council shall hold a public hearing within 45 days of receipt of the application pursuant to Chapter 17.132 of this Development Code. The City Council shall make a written record approving, approving with conditions, disapproving, or postponing final action on the request.

D. Decision Criteria. The City Council shall consider the following criteria in determining whether to approve a proposed landmark or zone:

1. Association with the life or activities of a person, group, organization, or institution that has made a significant contribution to The City, county, state, or nation;
2. Association with an event that has made a significant contribution to The City, county, state, or nation;
3. Association with broad patterns of political, economic, or industrial history in The City, county, state, or nation;
4. Significance as an example of a particular architectural style, building type and/or convention;
5. Significance due to quality of composition, detailing, and/or craftsmanship;

6. Significance as an example of a particular material and/or method of construction;
7. Significance because the resource retains its original design features, materials, and/or character;
8. Significance as the only remaining, or one of the few remaining resources of a particular style, building type, design, material, or method of construction;
9. Significance as a visual landmark;
10. Significance because existing land-use surrounding the resource contribute to the integrity of the historic period represented;
11. Significance because the resource contributes to the continuity or historic character of the street, neighborhood, and/or community;
12. Significance because the property is 50 years old or older in conjunction with other criteria listed above;
13. The resource is listed on the National Register of Historic Places.

E. Removal of Designation. The process for removing a landmark or historic zone designation may be initiated by the City Council, the Planning Commission, or by any interested person who submits to the City Manager or designee an application for removal of the designation. The City Council may amend or rescind its designation by following procedures required by this Development Code for designating a landmark, including the adoption of appropriate findings.

17.32.050 DEMOLITION AND MOVING

A. City Manager Approval. No person shall move, demolish, or cause to be demolished a landmark or a significant resource in an historic zone, unless a permit to do so has first been obtained from the City Manager or designee. Application for a permit shall be on a form provided by The City.

B. Review Process. Upon receipt of a completed application, the City Manager or designee shall include the demolition request on the agenda for consideration at the next available Planning Commission meeting. The Planning Commission shall hold a public hearing pursuant to Chapter 17.130 of this Development Code within 45 days after a completed application has been received by The City. The Planning Commission shall request comments from any historical commission recognized by The City.

C. Decision Criteria. In determining whether the requested demolition or moving is appropriate, the Planning Commission shall consider the following:

1. Plans, drawings, and photographs submitted by the applicant.
2. Information presented at the public hearing concerning the proposal.
3. The purpose of this chapter as set forth in Chapter 17.32.010.
4. The criteria used in the original designation of the resource.

5. If within an historic zone, the resource's contribution to the zone and the subsequent integrity of the zone if the resource is demolished or moved.
6. Whether denial of the request will involve substantial hardship to the applicant.
7. Whether issuance of the permit would act to the substantial detriment of the public welfare and be contrary to the purpose and scope of this Development Code.
8. The economic, social, environmental and energy consequences of demolishing or moving the resource compared to preserving it.
9. The physical condition of the resource.
10. Comments from the historical commission.

D. Planning Commission Approval. The Planning Commission may approve the demolition or moving request after considering the criteria in this section. If no appeal is filed, the City Manager or designee shall issue the permit in compliance with all other codes and ordinances of The City.

E. Planning Commission Denial. The Planning Commission may disapprove the demolition or removal request if after considering the criteria in this section it determines that, in the interest of preserving historical or architectural values, the resource should not be demolished or moved.

F. Planning Commission Postponement. The Planning Commission may postpone taking final action on a request for issuance of a demolition or moving permit for a period fixed by the Planning Commission as follows:

1. No more than 60 days following the date of public hearing. Further postponements may be made for a period not to exceed a total of 120 days from the date of hearing, if the Planning Commission makes the findings specified in item (2) of this Subsection.
2. Further postponements as stated above may only be made if the Planning Commission finds:
    a. There is a program or project underway that could result in public or private acquisition of the landmark or resource; and
    b. There is a reasonable ground for believing the program or project may be successful.
3. After granting a further postponement, the Planning Commission may order the City Manager or designee to issue the permit if it finds:
    a. All programs or projects to save the resource have been unsuccessful;
    b. The application for demolition or moving has not been withdrawn; and
    c. The application otherwise complies with City Codes and state law.

G. Appeals. A decision by the Planning Commission to approve, disapprove or postpone issuance of a demolition or moving permit or to grant a further

postponement may be appealed to the City Council by any aggrieved party who appeared orally or in writing, in person or through an attorney at the Planning Commission hearing and presented or submitted testimony related to the request under consideration.

H. Final Decision. If no decision on the application is made by the Planning Commission within the periods specified above, the City Manager or designee shall issue the permit.

I. Alternative Actions. At the time a demolition or moving application is made the City Manager or designee shall review alternatives to demolition or moving with the owner of the resource, including local, state and federal preservation programs.

J. Additional Requirements. During a period of postponement, the Planning Commission may require the property owner to:

1. List the resource for sale with a real estate agent for a period of not less than 90 days. The real estate agent shall advertise the resource in local and state newspapers of general circulation in the area for a minimum of 10 days over a 5-week period.
2. Give public notice by posting the hearing notice on-site in addition to a "For Sale" sign which shall read: HISTORIC BUILDING TO BE MOVED OR DEMOLISHED - FOR SALE. Lettering on the sign shall be at least one foot in height. The sign shall be provided by The City and be posted in a prominent and conspicuous place within ten feet of a public street abutting the premises on which the resource is located. The applicant is responsible for assuring that the sign is posted for a continuous 90-day period in conjunction with (1) above.
3. Prepare and make available any information related to the history and sale of the property to all individuals, organizations, and agencies who inquire.
4. Assure that the owner has not rejected the highest bona fide offer for sale and removal of the resource.

K. Press Notification. Prior to issuance of a demolition permit, the Community and Economic Development Director or designee shall issue a press release to local and state newspapers of general circulation in the county. The press release shall include, but is not limited to, a description of the significance of the resource, the reasons for the proposed demolition or removal, and possible options for preserving the resource.

L. Permit Conditions. As a condition for approval of a demolition permit, the Planning Commission may:

1. Require photographic documentation, preparation of architectural drawings, and other graphic data or history as it deems necessary to

preserve an accurate record of the resource. The historical documentation materials shall be the property of the county or other party determined appropriate by the Planning Commission.

2. Require that specific artifacts, materials, or equipment be protected and saved. The owner may keep all such materials. The applicant shall be provided with a list of persons capable of salvaging the resource.

M. Dangerous Building. This Development Code shall not be construed to make it unlawful for any person, without prior approval of the Planning Commission, to comply with an order by the City Council to remove or demolish any landmark determined by the City Council to be dangerous to life, health, or property.

17.32.060 EXTERIOR ALTERATION AND NEW CONSTRUCTION

A. Scope. No person shall alter a landmark or any significant resource in an historic zone nor shall any new building or structure be constructed in an historic zone or on a landmark site unless approval is first obtained under this section. In addition, no major public improvements shall be made on a landmark site or in an historic zone unless approved by the Planning Commission.

B. Application Process. An application for alteration of a landmark or new construction in a historic zone or on a landmark site shall be made to the City Manager or designee. The application shall be on a form provided by The City.

C. Approval Requirements. The City Manager or designee shall approve the alteration request if:

1. There is no change in the appearance or material of the resource as it exists; **or**
2. The proposed alteration duplicates or restores the affected exterior features and materials as determined from historic photographs, original building plans, or other evidence of original features or materials.

D. Planning Commission Action. If a request for alteration does not meet the provisions of subsection (C) of this Section, the City Manager or designee shall forward the application to the Planning Commission. The Planning Commission, after notice and public hearing held in accordance with provisions in Chapter 17.130 of this Development Code, shall approve or disapprove issuance of the requested permit. The Planning Commission may attach conditions to the approval which must be adhered to for the approval to remain valid.

E. Decision Criteria. The Planning Commission shall consider the following criteria in determining whether to approve an alteration request:

1. The purpose of this Chapter.

2. The use of the resource, the reasonableness of the proposed alteration, and the relationship of these factors to the public interest in the preservation of the resource.
3. The value and significance of the resource.
4. The physical condition of the resource.
5. The effect of requested changes related to the original exterior design, arrangement, proportion, detail, scale, color, texture, and/or materials.
6. Pertinent aesthetic factors as identified by the Planning Commission.
7. Economic, social, environmental and energy consequences of the proposed alteration.
8. Any design guidelines adopted by the Planning Commission.

F. Repair and Maintenance Provisions. Nothing in this Development Code shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature which does not involve a change in design, material or appearance of such feature or which the City Manager or designee shall determine is required for the public safety due to an unsafe or dangerous condition.

17.32.070 NOTICE AND PUBLIC HEARING

The hearing shall be conducted as a Type III hearing and subject to the notice, procedural and appeal provisions for such actions.

ARTICLE IV – REVIEW PROCEDURES

Table of Contents IV-1

Chapter 17.90 APPLICATIONS - GENERAL IV-5
17.90.010 Summary of Application Types IV-5
17.90.020 Type of Actions IV-5
17.90.030 Table of Land Use Application Procedures IV-6
17.90.040 Other Reviews IV-7
17.90.050 Expiration of Approval and Time Extension IV-7
17.90.060 Exercising a Land Use Approval IV-8
17.90.070 Modification of Decisions IV-8

Chapter 17.92 PROPERTY LINE ADJUSTMENTS IV-10
17.92.010 Applicability IV-10
17.92.020 Process IV-10
17.92.030 Application IV-10
17.92.040 Submittal Requirements IV-10
17.92.050 Decision Criteria IV-10
17.92.060 Implementation IV-11

Chapter 17.94 HOME OCCUPATIONS IV-12
17.94.010 Applicability IV-12
17.94.020 Process IV-12
17.94.030 Application IV-12
17.94.040 Submittal Requirements IV-12
17.94.050 Decision Criteria IV-12

Chapter 17.96 INTERPRETATIONS IV-13
17.96.010 Applicability IV-13
17.96.020 Process IV-13
17.96.030 Application IV-13
17.96.040 Decision Criteria IV-13

Chapter 17.98 PARTITIONS IV-14
17.98.010 Applicability IV-14
17.98.020 Process IV-14
17.98.030 Application IV-14
17.98.040 Submittal Requirements IV-14
17.98.050 Decision Criteria IV-15
17.98.060 Final Plat Approval IV-15

17.98.070 Expedited Land Division....IV-16

Chapter 17.100 ADJUSTMENT....IV-17
17.100.010 Applicability....IV-17
17.100.020 Process....IV-17
17.100.030 Application....IV-17
17.100.040 Submittal Requirements....IV-17
17.100.050 Adjustment Applicability....IV-18
17.100.060 Decision Criteria....IV-18

Chapter 17.102 SITE DEVELOPMENT REVIEW....IV-19
17.102.010 Applicability....IV-19
17.102.020 Process....IV-19
17.102.030 Application....IV-19
17.102.040 Applicability of Provisions....IV-19
17.102.050 Submittal Requirements....IV-20
17.102.060 Decision Criteria....IV-21

Chapter 17.104 CONDITIONAL USE PERMITS....IV-22
17.104.010 Applicability....IV-22
17.104.020 Process....IV-22
17.104.030 Application....IV-22
17.104.050 Submittal Requirements....IV-22
17.104.060 Decision Criteria....IV-23
17.104.060 Conditions of Approval....IV-23

Chapter 17.106 VARIANCE....IV-25
17.106.010 Applicability....IV-25
17.106.020 Process....IV-25
17.106.030 Application....IV-25
17.106.040 Submittal Requirements....IV-25
17.106.060 Variance Applicability....IV-26
17.106.060 Decision Criteria....IV-26

Chapter 17.108 NONCONFORMING USES....IV-28
17.108.010 Applicability....IV-28
17.108.020 Process....IV-28
17.108.030 Application....IV-28
17.108.060 Decision Criteria....IV-28
17.108.060 Conditions of Approval....IV-28

Chapter 17.110 SUBDIVISIONS AND PLANNED DEVELOPMENTS IV-29
17.110.010 Applicability IV-29
17.110.020 Process IV-29
17.110.030 Application IV-29
17.110.040 Submittal Requirements IV-29
17.110.050 Decision Criteria - Subdivision IV-31
17.110.050 Decision Criteria – Planned Development IV-31
17.110.060 Final Plat Requirements IV-32
17.110.060 Process for Final Plat Approval IV-33

Chapter 17.112 COMPREHENSIVE PLAN MAP AMENDMENT IV-35
17.112.010 Applicability IV-35
17.112.020 Process IV-35
17.112.030 Application IV-35
17.112.040 Submittal Requirements IV-35
17.112.060 Decision Criteria IV-35

Chapter 17.114 ZONE MAP AMENDMENT IV-37
17.114.010 Applicability IV-37
17.114.020 Process IV-37
17.114.030 Application IV-37
17.114.040 Submittal Requirements IV-37
17.114.060 Decision Criteria IV-37

Chapter 17.116 TEXT AMENDMENTS IV-39
17.116.020 Process IV-39
17.116.030 Application IV-39
17.116.060 Decision Criteria IV-39

Chapter 17.118 ANNEXATIONS IV-40
17.118.010 Authority of City to Annex IV-40
17.118.020 Process IV-40
17.118.030 Application IV-40
17.118.040 Decision Criteria IV-40
17.118.050 Effective Date of Annexation IV-40
17.118.060 Zone Designation of Annexed Property IV-41

Chapter 17.120 GENERAL ADMINISTRATIVE PROVISIONS IV-42
17.120.010 Multiple Applications IV-42
17.120.020 Generalized Area IV-42
17.120.030 Application Forms IV-42
17.120.040 Time Limit IV-42

17.120.050 Nature of Appeal Hearings IV-43
17.120.060 Notice IV-43

Chapter 17.122 TYPE I APPLICATION AND REVIEW PROCEDURES IV-44
17.122.010 Procedure for Type I Action IV-44

Chapter 17.124 TYPE II APPLICATION AND REVIEW PROCEDURES IV-46
17.124.010 Procedure for Type II Action IV-46
17.124.020 Conditions of Approval IV-48

Chapter 17.126 TYPE III APPLICATION AND REVIEW PROCEDURES IV-50
17.126.010 Procedure for Type III Action IV-50
17.126.020 Conditions of Approval IV-51
17.126.030 Call Up by the City Manager IV-52

Chapter 17.128 TYPE IV APPLICATIONS AND REVIEW PROCEDURES IV-53
17.128.010 Procedure for Type IV Action (Quasi-Judicial) IV-53
17.128.020 Procedure for Type IV Action (Legislative) IV-55

Chapter 17.130 PUBLIC HEARING BEFORE THE PLANNING COMMISSION IV-57
17.130.010 General Provisions IV-57
17.130.020 Planning Commission Hearing Procedures IV-57
17.130.030 Evidence IV-58
17.130.040 Limits on Oral Testimony IV-59
17.130.050 Exhibits IV-59
17.130.060 Record of Hearing IV-59

Chapter 17.132 REVIEW AND PUBLIC HEARINGS BY CITY COUNCIL IV-60
17.132.010 General Provisions IV-60
17.132.020 City Council Review of Appeals IV-60

17.90 APPLICATIONS - GENERAL

17.90.010 SUMMARY OF APPLICATION TYPES

A. General. With the exceptions noted below, all development permits and land use actions are processed under the administrative procedures provided for in this Chapter. There are four types of actions, each with its own procedures.

B. Building Permit. Building permits are subject to provisions of the Uniform Building Code and are processed administratively. Therefore, these actions are not considered land use actions and subject to appeal. The procedures in this Chapter only apply if an action is necessary to site the use or vary a requirement of the Development Code.

17.90.020 TYPE OF ACTIONS

A. Type I Action. A ministerial action reviewed by staff based on clear and objective standards. Conditions are limited to those that ensure compliance with Development Code requirements and implement these standards. Decisions are memorialized on the relevant permit form or other order and notice provided to applicant. Appeal is to the Planning Commission.

B. Type II Action. A ministerial action reviewed by staff based on clear and objective standards, but with limited discretion. Conditions are limited to those that ensure compliance with Development Code requirements and implement these standards. Notice of the decision is sent to the applicant, and adjacent property owners who submitted comments, after a decision is reached. Appeal is to the Planning Commission.

C. Type III Action. A Type III action is a quasi-judicial review in which the Planning Commission applies a mix of objective and subjective standards that allow discretion. Public notice and a public hearing are provided. Appeal of a Type III decision is to the City Council.

D. Type IV Action. A Type IV action can be either quasi-judicial or legislative actions. The quasi-judicial process applies to map amendments for individual properties. Plan and zone amendments or text amendments that impact larger areas are legislative actions. These later amendments must be initiated by City staff, Planning Commission, or City Council, although a private party may suggest such amendments. Both actions require hearings before both the Planning Commission and City Council with the Planning Commission providing an advisory role and the City Council rendering the Final Decision. Public notice is provided for both and public

hearings. Appeal of the decision is to the Land Use Board of Appeals (LUBA).

17.90.030 TABLE OF LAND USE APPLICATION PROCEDURES

Land Use Action	Type	Staff	Planning Commission	City Council
Property Line Adjustment	Type - I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Home Occupation	Type - I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Interpretations	Type – I	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Partition	Type - II	Final Decision unless appealed	Appeal - Staff Decision	Appeal - Planning Commission Decision
Adjustment	Type - II	Final Decision unless appealed	Appeal – Staff Decision	Appeal - Planning Commission Decision
Site Development Review	Type III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Conditional Use	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Variance	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Nonconforming Uses	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Subdivision & Planned Development	Type - III	Recommendation to Planning Commission	Final Decision unless appealed	Appeal - Planning Commission Decision
Comp. Plan Map Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed
Zone Map Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed

Text Amendment	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed
Annexation	Type - IV	Recommendation to Planning Commission	Recommendation to City Council	Final Decision unless appealed

17.90.040 OTHER REVIEWS

The City shall process the following activities administratively. These are non-discretionary actions by City staff whose decision is final and not subject to appeal:

A. Building permits

B. Sign permits

C. Fence permits

D. Temporary Use

17.90.050 EXPIRATION OF APPROVAL AND TIME EXTENSION

A. Time Limit. Unless otherwise specifically stated, Type I and Type II approvals shall be effective for two years following final approval. The applicant or developer shall exercise the approved decision within this time period. Type III time limits shall be dependent upon the type of application and applicable conditions. Type IV approvals shall have no time limits. If the approval period is allowed to lapse, the applicant must resubmit the proposal, including all applicable fees. The applicant will be subject to all applicable standards currently in effect.

B. Time Extension. Extensions may be granted in accordance with the original procedure for the application. Requests for extension of approval time shall be submitted, in writing, 30 days prior to the expiration date of the approval period.

C. Decision. For a time extension request, the only matter to be considered is the extension. Approval shall be based on a determination that the approved application cannot proceed due to circumstances beyond the applicant's control.

D. Conditions of Approval. During the review of an extension request, the conditions of approval may be revised to reflect Development Code changes and/or changes in site or area conditions.

E. Number of Extensions. No more than two extensions shall be granted. Any further action shall require the submittal of a new application and fee.

F. Time Extension Provisions for Subdivisions and Planned Developments. The Planning Commission may extend the approval period for any subdivision or PD for not more than two additional years. The Planning Commission may grant the request for extension if the circumstances are the same and the findings of fact are still appropriate. The Planning Commission may modify the original conditions of approval as part of any time extension review.

17.90.060 EXERCISING A LAND USE APPROVAL

Unless otherwise specifically stated, exercising a land use decision shall be subject to the following regulations.

A. Building Permit. Except for manufactured home parks, when a building permit is required as part of an approved land use, the decision shall be considered exercised with the first placement or permanent construction of a structure on a site. This may include the pouring of slabs or footings, any work beyond the stage of excavation, including the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; the installation of driveways or walkways; the excavation for a basement, footings, piers or foundations or the erection of temporary forms; the construction of accessory buildings, such as garages or sheds not occupied as dwelling units or not used as part of the main structure.

B. Manufactured Home Parks. The decision shall be considered exercised with the beginning of construction of facilities for servicing the site on which the manufactured homes are to be placed. This shall include, at a minimum, the construction of streets with final site grading, or, the pouring of concrete pads, or, the extension or installation of utilities.

C. Specific Use. If the approval does not require a building permit, the decision shall be considered exercised if the use or activity which was approved is in operation within the allotted time limit.

17.90.070 MODIFICATION OF DECISIONS

A. Except as noted in “B.”, below, modifications to a final approved land use application shall be processed as a new application. However, the review

of the modified request shall be limited to the proposed modification(s) with a determination on whether the change or changes comply with the decision criteria. Further:

1. The modified request shall be considered a new application, with new notice, final decision date and rights of appeal.
2. Conditions of approval may be revised to address the modified findings.
3. The City may establish a reduced fee for an application to modify a decision.

B. Modification of a final approved plan or existing development by the Planning Commission may be processed as a Type II decision by the City Planner only if the following threshold criteria can be met:

1. There will be no change in land use;
2. The proposed change does not result in an increase in the overall impacts to adjacent properties;
3. There is no increase in the amount of operational activity;
4. The proposed change does not violate the standards of the land use zone;
5. The proposed change does not result in a change to lot or parcel boundary lines.

17.92 PROPERTY LINE ADJUSTMENTS

17.92.010 APPLICABILITY

A Property Line Adjustment is a change to a property boundary that only extinguishes property lines or modifies existing lots or parcels and does not create a new parcel of land. This may include the elimination of property boundaries to consolidate lots or parcels.

17.92.020 PROCESS

A Property Line Adjustment application shall be reviewed in accordance with the Type I review procedures specified in Chapter 17.122.

17.92.030 APPLICATION

An application for a Property Line Adjustment shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Chapter. Notice shall be subject to the provisions in Chapter 17.122.

17.92.040 SUBMITTAL REQUIREMENTS

The following information and material must be submitted by the applicant:

A. The application must be signed by the owners of all lots affected by the application.

B. In addition, the following information shall be submitted by the applicant:

1. Copies of the officially recorded title transfer instrument (deed, warranty deed, or contract) that shows the legal description for the affected parcels.
2. Plan, map or other document showing the properties before and after the adjustment.
3. A written statement which explains the applicants' reasons for adjusting the boundaries and demonstrating that the adjustment conforms to City land use regulations of the applicable zone.

17.92.050 DECISION CRITERIA

Approval of a property line adjustment shall require compliance with the following criteria:

A. A property line adjustment cannot create or vacate a parcel. Creation or vacation of a parcel requires approval of a land division.

B. Following the adjustment, all lots or parcels must comply with the area and dimension standards of the applicable zone. For existing non-conforming lots or parcels, the adjustment shall not increase the degree of non-conformance of the subject property or surrounding properties.

C. If there are existing structures on the lots or parcels, the boundary adjustment shall not reduce required setbacks or place a boundary beneath a structure.

17.92.060 IMPLEMENTATION

After a property line adjustment is approved, the new boundary becomes effective only after the following steps are completed:

A. A legal description of the adjusted lots is recorded with the Linn County Clerk.

B. If required by ORS Chapter 92, or the County Surveyor, a final map and boundary survey are prepared and all new boundaries are monumented as required by ORS Chapters 92 and 209. The final map is submitted to The City for signatures and approval as outlined in Chapter 17.98.

17.94 HOME OCCUPATION

17.94.010 APPLICABILITY

The purpose of this Section is to provide a means to allow residents to create and operate a business within their residence without creating significant impacts on adjacent properties.

17.94.020 PROCESS

A. No Employees. A Home Occupation where there are no employees other than family members residing in the residence or no more than one vehicle associated with the home occupation shall be reviewed in accordance with the Type I review procedures specified in Chapter 17.122.

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B. With Employees. Home Occupations proposed to have employees in addition to family members residing in the residence or more than one vehicle associated with the home occupation shall be reviewed as a Conditional Use in accordance with the Type III review procedures specified in Chapter 17.104.

17.94.030 APPLICATION

Any application for a Home Occupation use shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section.

17.94.040 SUBMITTAL REQUIREMENTS

The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. If appropriate, a preliminary plan should show pertinent information to scale to facilitate the review of the proposed development.

17.94.050 DECISION CRITERIA

A. No Employees. The proposed home occupation must comply with the requirements in Chapter 17.68.

B. With Employees. In addition to requirements in in Chapter 17.68, the proposed home occupation must comply with the Conditional Use criteria.

17.96 INTERPRETATIONS

17.96.010 APPLICABILITY

The purpose of this Section is to provide a means to resolve potentially conflicting and unclear Development Code requirements and identify uses not specifically listed in a particular zone, but which are similar in character, scale and performance to the permitted uses specified therein.

17.96.020 PROCESS

Interpretation requests shall be reviewed in accordance with the Type I review procedures in Chapter 17.122.

17.96.030 APPLICATION

Any application for an Interpretation shall be filed with The City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section. Notice shall be subject to the provisions in Chapter 17.122.

17.96.040 DECISION CRITERIA

The City Manager or designee is authorized to make such an appropriate interpretation of the Development Code provided that the applicant demonstrates that the proposed use satisfies the following criteria:

A. The interpretation is consistent with the purpose of the Development Code and any appropriate purpose statement in an underlying zoning district or development requirement.

B. The resulting interpretation conforms to the applicable standards and limitations of the underlying zoning district. In approving an application for a similar use, The City may determine whether the use is prohibited or classified as permitted, special use or conditionally permitted in a specified zone.

17.98 PARTITIONS

17.98.010 APPLICABILITY

A partition is required for any land division which creates two or three parcels in a calendar year.

17.98.020 PROCESS

Preliminary plats for partitions shall be reviewed in accordance with the Type II review procedures in Chapter 17.124.

17.98.030 APPLICATION

An application for a Partition shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.124.

17.98.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit a preliminary plan and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The applicant shall submit one 11" x 17" copy of the preliminary plan along with one digital copy. The plan shall include the following information:

1. General Information. The following general information shall be shown on the tentative plan:
   a. Vicinity map showing all streets, property lines, streams, and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property and of all proposed parcels.
2. Existing Conditions:
   a. Location of all existing easements within the property.
   b. Location of City utilities (water, sanitary sewer, storm drainage) within or adjacent to the property proposed for use to serve the development.
   c. The location and direction of water courses or drainage swales on the subject property.
   d. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

3. Proposed Plan:
   a. Locations, approximate dimensions and area in square feet of all proposed parcels. All parcels shall be numbered consecutively.
   b. Location, width and purpose of any proposed easements.

B. At the discretion of the City, specific requirements may be waived provided there is sufficient information to allow processing of an application.

17.98.050 DECISION CRITERIA

Approval of a partition shall be subject to the following decision criteria:

A. Each parcel shall satisfy the dimensional standards of the applicable zone, unless a variance from these standards is approved.

B. The parcels shall meet the Development Standards for Land Division of Chapter 17.58.

C. Existing dwellings and accessory structures shall comply with the setback requirements of the applicable zone, including accessory structures which have a setback established by the building size, unless a variance from the requirements is approved.

D. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped, not developed to their maximum density, or landlocked, consideration will be given to extending appropriate access to those properties in accordance with provisions in Chapters 17.42 and 17.44.

17.98.060 FINAL PLAT APPROVAL

A. Survey. A final survey of the approved plat shall be recorded within two years of the final decision. Failure to record a plat within the required time period shall void the approval and require a new partitioning application.

B. Final Approval. The City Manager shall sign the final plat if the plat substantially conforms to the approved preliminary plat, and if the conditions of approval are satisfied.

C. Final Plat. The final plat shall conform to the requirements in ORS Chapter 92 and applicable County surveying requirements.

D. Recording of Approved Plat. The final Plat shall be recorded with Linn County and a copy of the recorded document shall be submitted to The City. The applicant shall be responsible for all recording fees.

E. Sale and Development. No parcel shall be sold, transferred or assigned until the final approved Plat is recorded and evidence of the recording is submitted to The City. Building permits shall not be issued prior to recording of the final plat if the proposed structure will violate this Code absent recording the partition.

F. Validity. Partition approval is valid in perpetuity upon recording of the final surveyed plat.

17.98.070 EXPEDITED LAND DIVISION

When an expedited land division for residential use is requested by an Applicant, The City shall use the procedures for expedited land divisions specified under ORS 197.365 in lieu of the procedures described in Chapter 17.98, if the application complies with the conditions and standards of ORS 197.360 through 197.380.

17.100 ADJUSTMENTS

17.100.010 APPLICABILITY

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, maximum building heights and other development standards that apply to various uses. For lands or uses with unique characteristics the intent and purpose of the development standards may be maintained while allowing for a modification to the requirements. An Adjustment may be approved for those requests resulting in no more than a 10% change in a ***quantifiable*** standard.

17.100.020 PROCESS

Adjustments applications shall be reviewed in accordance with the Type II review procedures specified in Chapter 17.124.

17.100.030 APPLICATION

An application for an Adjustment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.124.

17.100.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development.

1. General Information. The following general information shall be shown on the site plan:
   a. Vicinity map showing all streets, property lines and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property.
   e. Location of all existing easements and City utilities (water, sanitary sewer, storm drainage) within the property.
   f. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

g. A site plan or other information clearly indicating the proposed adjustment, including dimensions if applicable.

B. At the discretion of The City, specific requirements may be waived provided there is sufficient information to allow processing of an application.

17.100.050 ADJUSTMENT APPLICABILITY

An applicant may propose a modification from a standard or requirement of this Development Code, except when one or more of the following apply:

A. The proposed request would allow a use which is not permitted in the district.

B. Another procedure and/or criterion is specified in the Development Code for modifying or waiving the particular requirement or standard.

C. Modification of the requirement or standard is prohibited within the district.

D. Adjustments are not allowed for sign standards, or minimum lot sizes.

17.100.060 DECISION CRITERIA

Approval of an Adjustment shall require compliance with the following:

A. The particular proposed development otherwise clearly satisfies the intent and purpose of the provision being adjusted.

B. The proposed development will not unreasonably impact adjacent existing or planned uses and development.

C. The Adjustment does not expand or reduce a quantifiable standard by more than 10% and is the minimum necessary to achieve the purpose of the Adjustment.

D. There has not been a previous land use action prohibiting an application for an Adjustment.

17.102 SITE DEVELOPMENT REVIEW

17.102.010 PURPOSE

A. The Site Development Review is intended to:
   1. Guide future growth and development in accordance with the Comprehensive Plan and other related regulations;
   2. Provide an efficient process and framework to review development proposals;
   3. Ensure safe, functional, energy-efficient developments which are compatible with the natural and man-made environment; and
   4. Resolve potential conflicts that may arise between proposed developments and adjacent uses.

B. The site development review provisions relate to physical characteristics of a property, proposed site improvements, and proposed buildings. The site development review provisions do not deal with the use of property. Use is regulated by the provisions of each individual zone.

17.102.020 PROCESS

Site Development Review applications shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.102.030 APPLICATION

An application for Site Development Review shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.102.040 APPLICABILITY OF PROVISIONS

A. Site Development Review is applicable to all new industrial, commercial, mixed use, and multi-family developments and expansions involving a 10% or more increase in total square footage of existing industrial, commercial, mixed use, and multi-family structures.

B. All of the provisions and regulations of the underlying zone shall apply unless modified by other Sections of this Development Code.

C. Expansions of 10% or less shall be permitted and processed as a building permit, provided the expansion and associated use(s) comply with all applicable development requirements such as parking, setbacks, height restrictions.

D. A Site Development Review shall not be required for a change in use from a permitted use identified in the underlying zone to another permitted use within the same zone

17.102.050 SUBMITTAL REQUIREMENTS

A. The following information shall be submitted as part of a complete application for Site Development Review. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. At the discretion of The City, the information may be submitted graphically or by written summary.

1. Site Analysis
   a. Existing site topography;
   b. Identification of areas exceeding 10% slopes;
   c. Site drainage and identified flood zones;
   d. Existing structures, roadway access and utilities; and
   e. Existing and proposed streets, bikeways, and pedestrian facilities within 300 feet.
2. Site Plan
   a. Proposed grading and topographical changes;
   b. All proposed structures including finished floor elevations, setbacks, exterior elevations, and exterior finishing.
   c. Vehicular and pedestrian circulation patterns, parking, loading and service areas;
   d. Proposed access to public roads and highways, railroads or transportation systems;
   e. Site drainage plan including methods of storm drainage, sanitary sewer system, water supply system and electrical services.
   f. Proposed landscape plan, to include appropriate visual screening and noise buffering, where necessary, to ensure compatibility with surrounding properties and uses;
   g. Proposed on-premise signs, fencing or other fabricated barriers, together with their heights and setbacks;
   h. Proof of ownership and signed authorization for the proposed development if applicant is not the owner of the site; and
   i. A schedule of expected development.
   j. A traffic impact analysis if requested by the City Manager or designee.
   k. Other appropriate studies and information that may be required by The City to adequately evaluate the project.

17.102.060 DECISION CRITERIA

The review of a Site Plan shall be based upon the following criteria:

A. The proposed use is allowed in the zone and complies with the underlying development standards, such as setbacks, height restrictions, parking and so forth.

B. The proposed use will not create adverse negative impacts on the surrounding area

C. Provisions for public utilities, including drainage and erosion control needs;

D. Parking, traffic safety, and connectivity of internal circulation to existing and proposed streets, bikeways and pedestrian facilities.

E. Provision for adequate noise and/or visual buffering from non-compatible uses including using site and landscaping design to provide needed buffering;

F. Protections from any potential hazards.

17.104 CONDITIONAL USE

17.104.010 APPLICABILITY

A conditional use is one which is generally acceptable as a land use activity in a particular zone, but due to certain aspects of the activity, buffering, screening, time limitations or other conditions are necessary to ensure compatibility with adjacent property. Conditional uses are presumed to be allowed unless conditions to ensure their compatibility cannot be established.

17.104.020 PROCESS

Conditional Use shall be reviewed in accordance with the Type III review procedures specified in Chapter 17.126.

17.104.030 APPLICATION

An application for a conditional use shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.104.040 SUBMITTAL REQUIREMENTS

A. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development.

1. General Information. The following general information shall be shown on the site plan:
   a. Vicinity map showing all streets, property lines, streams, flood zones, and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.
   d. Dimensions and size in square feet or acres of the subject property and of any proposed parcels or lots.
   e. Location of all existing easements within the property.
   f. Location of City utilities (water, sanitary sewer, storm drainage) within the property.
   g. Existing use of the property, including location of existing structures with dimensions of the structures and distances from

property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

h. A site plan clearly indicating the proposed location of the proposed conditional use including the dimensions of any existing, expanded, or new structure proposed to house the conditional use along with all site improvements including parking, lighting, screening, landscaping, etc.

17.104.050 DECISION CRITERIA

A Conditional Use shall be approved if the applicant provides supporting evidence that all the requirements of this Development Code relative to the proposed use are satisfied, and demonstrates that the proposed use also satisfies the following criteria:

A. The use is listed as a conditional use in the underlying district and complies with the development requirements of the underlying zone.

B. The characteristics of the site are suitable for the proposed use considering size, shape, location, topography, and location of improvements and natural features.

C. The proposed development is timely, considering the adequacy of transportation systems, public facilities and services, existing or planned for the area affected by the use.

D. The proposed use will not alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the underlying zone.

E. Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards, or other reasonable conditions of approval that include but are not limited to those listed in this chapter.

17.104.060 CONDITIONS OF APPROVAL

In approving a conditional use permit application, the Planning Commission may impose, in addition to those standards and requirements expressly specified by this chapter, additional conditions determined to be necessary to assure that the proposed development meets the decision criteria as well as the best interests of the surrounding properties, the neighborhood, and The City as a whole.

A. These conditions may include, but are not limited to, the following:

1. Requiring larger setback areas, lot area, and/or lot depth or width;
2. Limiting the hours, days, place and/or manner of operation;
3. Requiring site or architectural design features that minimize environmental impacts such as noise, vibration, exhaust/emissions, light, glare, erosion, odor or dust;
4. Limiting the building height, size or lot coverage, or location on the site;
5. Designating the size, number, locations and/or design of vehicle access points, parking areas, or loading areas;
6. Increasing the number of required parking spaces;
7. Requiring street rights-of-way to be dedicated and streets, sidewalks, curbs, planting strips, pathways or trails to be improved, so long as findings in the development approval indicate how the dedication and/or improvements, if not voluntarily accepted by the applicant, are roughly proportional to the impact of the proposed development;
8. Limiting the number, size, location, height and lighting of signs;
9. Limiting or setting standards for the location, design, and/or intensity of outdoor lighting;
10. Requiring fencing, screening, landscaping, berms, drainage, water quality facilities or other facilities to protect adjacent or nearby property, and the establishment of standards for their installation and maintenance;
11. Designating sites for open space or outdoor recreation areas;
12. Requiring the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas, drainage areas, and historic or cultural resources;
13. Requiring ongoing maintenance of buildings and grounds;
14. Setting a time limit for which the conditional use is approved.

B. Uses existing prior to the effective date of this Chapter and classified in Title 17 as a conditional use shall meet the criteria for modification of approved plans and developments.

C. The Planning Commission may require the applicant of an approved conditional use permit to enter into an agreement with The City for public facility improvements.

17.106 VARIANCE

17.106.010 APPLICABILITY

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, maximum building heights and other development standards that apply to various uses. For lands or uses with unique characteristics the intent and purpose of the development standards may be maintained while allowing for a variance to requirements. A Variance may be approved for those requests resulting in greater than a 10% change in a quantifiable standard.

17.106.020 PROCESS

Variance applications shall be reviewed in accordance with the Type III review procedures specified in Chapter 17.126.

17.106.030 APPLICATION

An application for a Variance shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.106.040 SUBMITTAL REQUIREMENTS

The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. The site plan shall show pertinent information to scale to facilitate the review of the proposed development. The following general information shall be shown on the site plan:

A. Vicinity map showing all streets, property lines and other pertinent data to locate the proposal.

B. North arrow and scale of drawing.

C. Tax map and tax lot number or tax account of the subject property.

D. Dimensions and size in square feet or acres of the subject property.

E. Location of all existing easements and City utilities (water, sanitary sewer, storm drainage) within the property.

G. Existing use of the property, including location of existing structures with dimensions of the structures and distances from property lines. It shall be noted whether the existing structures are to remain or be removed from the property.

H. A site plan or other information clearly indicating the proposed variance, including dimensions if applicable.

17.106.050 VARIANCE APPLICABILITY

A. Under the following provisions, a property owner or his designate may propose a modification or variance from a standard of this Development Code, except when one or more of the following apply:

1. The proposed variance would allow a use which is not permitted in the district.
2. Another procedure and/or criterion is specified in the Development Code for modifying or waiving the particular requirement or standard.
3. Modification of the requirement or standard is prohibited within the district.

B. Variances to the sign regulations are subject to provisions in Chapter 17.50.

17.106.060 DECISION CRITERIA

The Planning Commission may allow a Variance from a requirement or standard of this Development Code after a public hearing conducted in accordance with the Type III review procedures provided that the applicant provides evidence that the following circumstances substantially exist:

A. The variance is necessary because the subject Development Code provision does not account for special or unique physical circumstances of the subject site, existing development patterns, or adjacent land uses. A legal lot determination may be sufficient evidence of a hardship for purposes of approving a variance.

B. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same vicinity or district. An economic hardship shall not be the basis for a variance request.

C. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the

property is located, or otherwise conflict with the objectives of any City plan or policy.

D. The need for the variance is not self-imposed by the applicant or property owner (for example, the variance request does not arise as a result of a property line adjustment or land division approval previously granted to the applicant).

E. The variance requested is the minimum variance which would alleviate the identified hardship.

F. All applicable building code requirements and engineering design standards shall be met.

17.108 NONCONFORMING USES

17.108.010 APPLICABILITY

Within the zoning districts established by this Development Code, uses and structures may exist which were lawful before the date of adoption or amendment of this Development Code but which are prohibited or restricted current Code requirements. This Section allows nonconforming uses and structures to be altered, restored or replaced subject to satisfaction of the review criteria. No alteration of a nonconforming use shall be permitted except in compliance with this Chapter.

17.108.020 PROCESS

Proposed alterations of nonconforming uses shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.108.030 APPLICATION

An application for an alteration or expansion of a nonconforming use shall be filed with the City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126. The application shall contain sufficient information and/or plans to address the decision criteria.

17.108.040 DECISION CRITERIA

The alteration of a nonconforming use or structure may be authorized provided that the applicant demonstrates that the proposal satisfies the following criteria:

A. That the alteration of structures would not result in an increase in nonconformity of the structure.

B. A change in use to another non-conforming use shall be permitted if it is of the same or less intensity of use.

C. Conversion of an existing detached single-family dwelling to a Duplex is allowed, for a total of two dwelling units on a property, provided that the conversion does not increase nonconformance with applicable clear and objective standards in this code.

17.108.050 CONDITIONS OF APPROVAL

In approving the alteration, restoration, or replacement of a nonconforming use, the City Manager or designee may impose such conditions as it deems appropriate to ensure that the intent of this Section is carried out.

17.110 SUBDIVISIONS AND PLANNED DEVELOPMENTS

17.110.010 APPLICABILITY

All Subdivisions and Planned Developments (PD) shall conform to all applicable standards of the underlying zone, as well as the development standards and other provisions of this Development Code unless otherwise modified by provisions in this Section.

17.110.020 PROCESS

Preliminary plats for Subdivisions and Planned Developments shall be reviewed in accordance with the Type III review procedures in Chapter 17.126.

17.110.030 APPLICATION

An application for a Subdivision or Planned Development shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.126.

17.110.040 SUBMITTAL REQUIREMENTS

The following submittal requirements shall apply to all Preliminary Plat applications for subdivisions or Planned Development.

A. All applications shall be submitted on forms provided by The City along with the appropriate fee. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of this Section. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria.

B. Applicants for subdivisions shall submit one 11” x 17” copy of the preliminary plan along with one digital copy. The preliminary plan shall include the following:

1. General Information. The following general information shall be shown on the tentative plan:
   a. Vicinity map showing all streets, property lines, streams, flood plain and other pertinent data to locate the proposal.
   b. North arrow and scale of drawing.
   c. Tax map and tax lot number or tax account of the subject property.

d. Dimensions and size in square feet or acres of the subject property.
e. Name of the Subdivision or Planned Development.

2. Existing Conditions:
   a. Location of all existing easements within the property.
   b. Location of City utilities (water, sanitary sewer, storm drainage) within or adjacent to the property proposed for use to serve the development.
   c. The location and direction of water courses or drainage swales on the subject property.
   d. Existing use of the property, including location of existing structures. It should be noted whether the existing structures are to remain or be removed from the property.
   e. Direction of drainage and approximate grade of abutting streets.
   f. Proposed streets, approximate grade, and radius of curves.
   g. Any other legal access to the subdivision other than a public street.
   h. Contour lines related to an established bench mark on City datum, having the following minimum intervals:
      (i) Areas with less than 5% slope: One-foot contours
      (ii) Areas with slope between 5% and 10%: Two-foot contours.
      (iii) Areas with slope greater than 10%: Five-foot contours.

3. Proposed Plan:
   a. Locations, approximate dimensions and area in square feet of all proposed lots. All lots shall be numbered consecutively.
   b. Location, width and purpose of any proposed easements.
   c. All areas to be offered for public dedication.
   d. If any portion of the property is not proposed to be included in the subdivision or any public dedication, that portion shall be identified as a remnant parcel. A draft subdivision or development plan shall be included showing how the proposed subdivision will provide needed access and utilities to serve future development of the remnant parcel.
   e. Proposed phasing

C. The following supplemental information shall be required for all Planned Development Preliminary Plan applications:

1. Proposed uses on the property, including sites, if any, for attached dwelling units, recreational facilities, parks and playgrounds or other public or semi-public uses, with the purpose, condition and limitations of such reservations clearly indicated.

2. Designation of the location of the building pads, or areas, or setback lines or setback standards for all buildings to be constructed.
3. Architectural renderings of the proposed residential and commercial buildings and structures
4. The approximate location and dimensions of all commercial, mixed-use, or multi-family structures proposed to be located on the site.
5. Calculations justifying the proposed density of development as required by Chapter 17.60.
6. Landscaping plan indicating location of existing vegetation and proposed improvements.
7. Statement of improvements to be made or installed including streets, sidewalks, bikeways, trails, lighting, tree planting, landscaping, and time such improvements are to be made or completed.
8. Written statement outlining proposals for ownership and maintenance of all open space areas and any commonly owned facilities.

17.110.040 DECISION CRITERIA - SUBDIVISION

A. Each parcel shall satisfy the dimensional standards of the applicable zone, unless a variance from these standards is approved.

B. The parcels shall meet the Development Standards for Land Division of Chapter 17.58.

C. Existing buildings shall comply with the setback requirements of the applicable zone, unless a variance from the requirements is approved.

D. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped or landlocked, consideration will be given to extending appropriate access to those properties in accordance with adopted City policy.

17.110.050 DECISION CRITERIA – PLANNED DEVELOPMENT

Approval of a Planned Development shall require compliance with the following:

A. Conformance with provisions of Chapter 17.60 (Purpose Statement) and Chapter 17.110 (Objectives of this Chapter).

B. The proposal shall comply with the applicable development and layout provisions contained in Chapter 17.60.

C. Adequate public facilities, including access, shall be available to serve the existing and newly created parcels. If adjacent properties are undeveloped or landlocked, consideration will be given to extending appropriate access to those properties in accordance with adopted City policy.

17.110.050 FINAL PLAT REQUIREMENTS

A. The final plat shall be submitted to The City in a form and with information consistent with Linn County survey and map standards and State laws regarding plats of record and surveys. Where the Development Code directly conflicts with State or County laws, codes or regulations, the provisions of the State and County laws, codes or regulations shall apply.

B. The applicant shall submit two identical reproducible copies of the final plat for signature. The plats shall be mylar, meeting the requirements of the County Surveyor.

C. All monumentation shall meet the requirements of State law including provisions for post-monumentation.

D. Endorsements required: The following endorsements represent the minimum required for a final plat. Additional endorsements required by State or County, or City laws, codes or regulations shall also be supplied. Signature blanks for these endorsements shall be provided on the final plat.

1. City Manager or designee.
2. Public Works Director or designee
3. Signature blanks for the Mayor with acceptance declaration for dedications of land to public use (other than public utility easements).

E. Supplemental Information with Final Plat:

1. An amended title report or subdivision guarantee, as appropriate, issued by a title insurance company in the name of the owner of the land, showing all parties with a title or interest in the property and whose consent is necessary, as well as all existing easements, restrictions, covenants and other encumbrances pertaining to the subject property.
2. Copy of any dedication requiring separate documents.
3. Where applicable, all Homeowner's Agreements, Articles and By-Laws shall be submitted with the final plat for review by the City Attorney.

a. The final plat shall not be approved by The City until the Homeowner's Association Agreement, Articles and By-Laws are approved.
b. The Homeowner's Association Agreement shall be consistent with State law, including ORS 94.
c. A Certificate of Formation of a non-profit corporation for the Homeowner's Association, with a State Seal, shall be submitted with the final plat for review by The City.
d. Signed, original documents of the Homeowner's Association Agreement, Articles and By-Laws and the certificate of Formation shall be recorded with the final plat.

4. Maintenance Agreements for common property or common access easements shall be submitted with the final plat for review by the City Attorney.

17.110.060 PROCESS FOR FINAL PLAT APPROVAL

A. Within two years of the Final Decision, a final approved plat (or first phase) shall be recorded with the County. If the first phase final plat is not recorded within two years, the preliminary approval shall lapse and a new application shall be required. All phases of an approved plat shall be recorded within 10 years of the final date of decision.

B. A final plat shall be submitted to the City Manager. After the final plat has been submitted, the City Staff shall review and compare it with the approved tentative plat to ascertain whether the final plat conforms substantially to the approved tentative plat and with such conditions of approval as may have been imposed.

C. No final plat shall be approved unless:

1. The plat is in substantial conformance with this Development Code and the provisions of the tentative plat as approved, including any conditions imposed in connection therewith;
2. The plat contains land free and clear of all liens and encumbrances. All dedications to the public of all public improvements, including but not limited to streets, roads, bikeways, sidewalks, paths, and sewage disposal and water supply systems, the donation of which is required by this Development Code or was made a condition of the approval of the tentative plat;
3. Any common areas or improvements to be held jointly by the future owners of the lots or by a Home Owners Association are indicated on the plat with the appropriate references to the structure of

ownership. Any bylaws or agreements subject to approval by The City will be approved before the City Manager signs the plat.

4. The City has received adequate assurances that the applicant has agreed to make all public improvements which are required as conditions of approval of the tentative plan, including but not limited to streets, alleys, pedestrian ways, bikeways, storm drainage, sewer and water systems. The provisions for providing adequate assurance are found in the Public Works Design Standards.

D. If The City finds that conditions specified in subsection C. of this section have not been met, the applicant shall be advised of the changes that must be made and afforded the opportunity to comply. Rejection of a final plat shall not affect the tentative plan approval.

E. When The City finds that the final plat is in substantial conformity to the approved tentative plan and is otherwise in lawful form, the City Manager shall sign and date all two reproducible copies of the plat.

F. Following endorsement of the plat by the City Manager, and the City Engineer, the applicant shall submit the plats to the Linn County Surveyor for final review and compliance with applicable state and county regulations.

G. Effective Date for Final Plat Approval. The approval process for a development shall become final upon the recording of the approved final plat together with any required documents with the County. Approved final plats shall become void one year after final City approval if they are not recorded.

17.112 COMPREHENSIVE PLAN MAP AMENDMENT

17.112.010 APPLICABILITY

The Comprehensive Plan Map designates property for long term development purposes. A Plan Map amendment is required to change the designation of property.

17.112.020 PROCESS

Amendments to the Comprehensive Plan map shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

17.112.030 APPLICATION

An application for a map amendment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128.

17.112.040 SUBMITTAL REQUIREMENTS

The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Comprehensive Plan map amendment.

17.112.050 DECISION CRITERIA

Plan map amendment proposals shall be approved if the applicant provides evidence substantiating the following:

A. All information and analysis must justify the proposed change relative to the Map designation to which the property is proposed to change, and to the Map designation from which the property is changing. The analysis must address the impacts from decreasing acreage of one map designation and increasing acreage for the proposed map designation.

B. Compliance is demonstrated with the Statewide Land Use Planning Goals and Guidelines and any relevant Administrative Rules applying to the subject properties or to the proposed land use designation. If the proposed designation requires an exception to the Goals, the applicable criteria in the Land Conservation and Development Commission (LCDC) Administrative Rules for the type of exception needed shall also apply.

C. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated.

D. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan.

E. The Plan provides more than the projected need for lands in the existing land use designation.

F. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity or significantly adversely affect existing or planned uses on adjacent lands.

G. Public facilities and services, including transportation facilities, necessary to support uses allowed in the proposed designation are available, or, will be available in the near future.

17.114 ZONE MAP AMENDMENT

17.114.010 APPLICABILITY

The Zone Map establishes zone for individual properties. A zone change approval is required to change the zoning of any property.

17.114.020 PROCESS

Zone changes shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128.

17.114.030 APPLICATION

An application for a zone change shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128.

17.114.040 SUBMITTAL REQUIREMENTS

The applicant shall submit an application and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Zone Map amendment.

17.114.050 DECISION CRITERIA

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.

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

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

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

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

17.116 TEXT AMENDMENTS

17.116.010 PROCESS

Amendments to the Comprehensive Plan and Development Code texts shall be reviewed as a Type IV application as specified in Chapter 17.128.

17.116.020 APPLICATION

A Plan or Development Code text amendment can only be initiated by the Planning Commission or City Council. Private citizens, however, may suggest text changes. Upon direction of either the Planning Commission or City Council, City staff shall establish a file and set a schedule to review the proposed changes. Notice shall be subject to the provisions in Chapter 17.128.

17.116.030 DECISION CRITERIA

Amendments to the Comprehensive Plan or Development Code text shall be approved if the evidence can substantiate the following:

A. The proposed amendment will not adversely impact the following:

1. Traffic generation and circulation patterns;
2. Demand for public facilities and services;
3. Level of park and recreation facilities;

B. A demonstrated need exists for the proposed amendment.

C. The proposed amendment complies with all applicable Statewide Planning Goals and administrative rule requirements. In addition, amendments to the Development Code shall conform with applicable City Comprehensive Plan policies.

D. The amendment is appropriate as measured by at least one of the following criteria:

1. It corrects identified error(s) in the provisions of the plan.
2. It represents a logical implementation of the plan.
3. It is mandated by changes in federal, state, or local law.
4. It is otherwise deemed by the City Council to be desirable, appropriate, and proper.

17.118 ANNEXATIONS

17.118.01 AUTHORITY OF CITY TO ANNEX

The boundary of The City may be extended by the annexation of territory not currently within The City but located within the urban growth boundary and contiguous to The City or separated from it by a stream or right-of-way only.

17.118.02 PROCESS

Annexations shall be reviewed in accordance with the requirements of ORS 222.111 through 222.183 as may be amended, and The City's Type IV review procedures specified in Chapter 17.128. A concurrent development proposal is not required to annex property.

17.118.03 APPLICATION

An application for an annexation shall be filed with The City and accompanied by the appropriate fee. Requirements for an application are found in ORS 222.111 through 222.183 as may be amended. It shall be the applicant's responsibility to submit a complete application which addresses the review criteria of both the Statute and this Section. Notice shall be subject to the provisions in Statute and Chapter 17.128.

17.118.04 DECISION CRITERIA

Annexation shall be approved if the evidence can substantiate the following:

A. The property abuts The City limits.

B. Public facilities are available or can be extended in the future to serve the property.

C. Public access is available or may be extended in the future to serve the property.

17.118.05 EFFECTIVE DATE OF ANNEXATION

The annexation shall be complete from the date of filing with the Secretary of State as provided in ORS 222.150, 222.160, 222.170, 111.900 and the requirements of this Chapter. Thereafter, the annexed territory shall be and remain part of The City. The date of such filing shall be the effective date of annexation.

17.118.06 ZONE DESIGNATION OF ANNEXED PROPERTY

Unless a request to amend the Comprehensive Plan map and Zone map is made in conjunction with the annexation, the City Council shall establish a zone that corresponds to the underlying plan designation.

17.120 GENERAL ADMINISTRATIVE PROVISIONS

17.120.010 MULTIPLE APPLICATIONS

Applications for more than one land use action and permit for the same property may, at the applicant's discretion, be heard or reviewed concurrently. Multiple land use requests involving different processing Types shall be heard and decided at the higher processing Type. For example, an application involving a Conditional Use (Type III) with an Adjustment (Type II) shall be reviewed and decided as a Type III request.

17.120.020 GENERALIZED AREA

Applications involving multiple properties may be aggregated if, in the opinion of the City Manager or designee, a better understanding of the entire land use proposal is served by combining requests. A Final Decision, unless appealed, shall be granted for each request and each request is appealable individually.

17.120.030 APPLICATION FORMS

All applications shall be on forms supplied by The City and include the necessary requirements, submittal information and fees.

17.120.040 TIME LIMIT

A. The City shall take final action on all land use actions, limited land use actions or zone change applications including all appeals, within 100 days of completion of the application for all applications listed under O.R.S. 197.311 or within 120 days of completion of the application for all other land use actions, limited land use actions or zone change applications that do not also require a comprehensive plan amendment. Applications or appeals which require consideration by agencies or entities outside the City jurisdiction are excepted from this deadline. The 120-day deadline may be extended at the request of the applicant.

B. If an application is incomplete, The City shall notify the applicant within 30 days of receipt of the application and allow the applicant to submit the missing information. If the applicant refuses to submit the missing information, the application shall be deemed incomplete and no further action shall be taken. If the applicant agreed to supply the missing

information, the application shall be deemed complete for the purpose of subsection A of this section when the missing information is supplied.

C. If the application was complete when first submitted, or if the applicant supplies requested additional information within 180 days of initial submittal, approval or denial of the application shall be based upon the standards and conditions which were in effect at the time of submittal.

D. If for any reason it appears that a final action may not be completed within the 120-day period, and unless the time period is voluntarily extended by the applicant, the following procedures shall be followed regardless of other processes set forth elsewhere in this Development Code.

1. The City staff shall notify the City Council of the timing conflict by the 85th day. The Mayor shall set a time for an emergency meeting within the 120-day period.
2. Public notice shall be mailed to affected parties as specified in Chapter 17.126 except the notice shall be for a period of 10 days
3. The City Council shall hold in a public hearing on the specified date, in accordance with the provisions of Chapter 17.132 and render a decision approving or denying the request within the 120-day period. Such action shall be the final action by The City on the application.

E. If an application is not acted upon within the time period specified in subsection A. of this section:

1. The City shall refund to the applicant either the unexpended portion of any application fees previously paid or 50% of the total amount of the fees, whichever is greater.
2. The applicant may apply in the Circuit Court of Linn County for a writ of mandamus to compel The City to issue the approval.

17.120.050 NATURE OF APPEAL HEARINGS

Any Planning Commission or City Council hearing on an appeal shall be held *de novo*, meaning new testimony may be submitted along with the existing record.

17.120.060 NOTICE

All mailed notices shall include an affidavit confirming the date and time the notice was mailed along with a list of those to receive notice. Failure to receive a notice shall not invalidate the mailed notice.

17.122 TYPE I APPLICATION AND REVIEW PROCEDURES

17.122.010 PROCEDURE FOR TYPE I ACTION

A. Decision Authority. Applications subject to a Type I review shall be reviewed and decided by the City Manager or designee.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Decision. The City Manager or designee shall review the application and shall make a decision based on an evaluation of the proposal and on applicable clear and objective standards as set forth in this Development Code.

D. Notice. Notice of the decision is provided only to the applicant.

E. Appeals. All Type I land use decisions may be appealed to the Planning Commission. The appeal shall be submitted within 12 days of the date the decision is mailed on forms provided by The City.

F. Planning Commission Hearing and Notice of Appeal. If a Type I decision is appealed, City staff shall schedule a hearing before the Planning Commission. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the original decision. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.130.

G. Planning Commission Action. The Planning Commission action on a Type I appeal shall be in the form of a decision. Within 7 days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

H. Appeals. All appeals of Type I land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed.

I. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type I decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision on appeal. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

J. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

K. Appeal of City Council Decision. All appeals heard by 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.

17.124 TYPE II APPLICATIONS AND REVIEW PROCEDURES

17.124.010 PROCEDURE FOR TYPE II ACTION

A. Decision Authority. Applications subject to a Type II procedure shall be reviewed and decided by the City Manager or designee.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Hearing Option. The City Manager or designee may request a public hearing before the Planning Commission. A public hearing may also be requested by the applicant. The procedures for conducting the public hearing shall comply with the standards in Chapter 17.130.

D. Notice. Before making a Type II decision, The City shall mail notice of the application to:

1. All owners of record of real property within 100-feet of the subject site.
2. Any person who submits a written request to receive a notice.
3. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with The City, or required by State statute.
4. The road authority, and rail authority and owner, when there is a proposed development abutting or affecting their transportation facility and allow the agency to review, comment on, and suggest conditions of decision for the application.
5. The City may notify other affected agencies, as appropriate, for review of the application.

E. The notice of a pending Type II decision in item E. above shall include the following:

1. Provide a 14-day period for submitting written comments before a decision is made on the land use application.
2. Identify the specific land use decisions or decisions requested.
3. Describe the street address or other easily understandable reference to the location of the site.
4. List the relevant decision criteria by name and number of Development Code sections.

5. State the place, date and time the comments are due, and the person to whom the comments should be addressed.
6. Include the name and telephone number of a contact person regarding the Administrative Decision.
7. State that if any person fails to address the relevant decision criteria with enough detail, they may not be able to appeal to the Land Use Board of Appeals or Circuit Court on that issue. Only comments on the relevant decision criteria are considered relevant evidence.
8. State that all evidence relied upon by The City to make this decision is in the public record, available for public review. Copies of this evidence can be obtained at a reasonable cost from The City. application
9. State that after the comment period closes, The City shall issue a decision. The decision shall be mailed to the applicant and to any person or agency who submitted written comments or who is otherwise legally entitled to notice.

F. Decision. The City Manager or designee shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Development Code.

G. Notice of Decision. Within five working days after a decision is made, a Notice of Decision shall be sent by mail to:

1. The applicant and all owners or contract purchasers of record of the site that is the subject of the application.
2. Any person or agency who submits a written request to receive notice, or provides comments during the application review period.
3. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with The City, and other agencies that were notified or provided comments during the application review period.

H. Appeals and Reconsideration. All Type II land use decisions may be appealed to the Planning Commission. The appeal shall be submitted within 12 days of the date the decision is mailed.

I. Planning Commission Hearing and Notice of Appeal. If a Type II decision is appealed, City staff shall schedule a hearing before the Planning Commission. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the original decision. This notice shall be mailed at least

10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

J. Planning Commission Action. The Planning Commission action on a Type II appeal shall be in the form of a decision. Within five working days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

K. Appeals. All appeals of Type II land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed on forms provided by The City.

L. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type II decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision on appeal. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

M. Notice of City Council Decision. Within five working days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

N. Appeal of City Council Decision. All appeals heard by 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.

17.124.020 CONDITIONS OF APPROVAL

A. Authorization for Conditions. Approvals of a Type II action may be granted subject to conditions. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall either

ensure compliance with the standards of the Development Code; or fulfill the need for public service demands created by the proposed use.

B. Timing of Conditions. Whenever practical, all conditions of approval required by The City shall be completed prior to the issuance of an occupancy permit. When an applicant demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, The City may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. Bonding shall comply with adopted City regulations and procedures.

C. Modify Conditions. A request to change or alter conditions of approval shall be processed as a new Type II action.

17.126 TYPE III APPLICATIONS AND REVIEW PROCEDURES

17.126.01 PROCEDURES FOR TYPE III ACTIONS

A. Decision Authority. Applications subject to a Type III procedure shall be reviewed and decided by the Planning Commission.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Planning Commission Hearing and Notification Area. City staff shall schedule a hearing before the Planning Commission. Written notice of the public hearing shall be mailed at least twenty (20) days prior to the hearing date to the applicant, owners of property within 300 feet of the boundaries of the subject property and to affected county and state agencies, including highways and roads. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. The notice of a pending Type III hearing shall include the following:

1. Explain the nature of the application.
2. Cite the applicable criteria from the Development Code.
3. Identify the location of the property.
4. State the date, time and location of the Planning Commission hearing.
5. Include the name of The City representative to contact and the telephone number where additional information may be obtained;
6. State that 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;
7. State that a copy of the application, all documents and evidence relied upon by the applicant and application criteria are available for inspection at no cost and a copy will be available at reasonable cost;

8. State that a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and a copy will be provided at reasonable cost;
9. Include a general explanation of the requirements for submission of testimony and the procedure for conduct of hearing.

E. Planning Commission Action. The Planning Commission action on a Type III request shall be in the form of a decision. Decisions are to be signed by the Planning Commission Chair or acting Planning Commission Chair. Within 7 days of the Planning Commission decision, the applicant and all individuals who participated in the public hearing or requested notice of the decision, shall be mailed written notice of the decision. The notice shall specify findings justifying the decision to approve or deny the request and any conditions of approval.

F. Appeals. All appeals of Type III land use decisions of the Planning Commission may be appealed to the City Council. The appeal shall be submitted within 12 days of the date the decision is mailed.

G. City Council Hearing and Notice of Appeal. If the Planning Commission decision on a Type III decision is appealed, City staff shall schedule a hearing before the City Council. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. Written notice of a public hearing on the appeal shall be mailed to the applicant and those who received notice of the Planning Commission decision. This notice shall be mailed at least 10 days prior to the public hearing on the appeal and shall contain the information required in Chapter 17.126.01.

H. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and those who attended the hearing or requested notice, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval.

I. Appeal of City Council Decision. All appeals heard by 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.

17.126.020 CONDITIONS OF APPROVAL

A. Authorization for Conditions. Approvals of any Type III action may be granted subject to conditions. Conditions shall be designed to protect public

health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall either ensure compliance with the standards of the Development Code; or fulfill the need for public service demands created by the proposed use.

B. Timing of Conditions. Whenever practical, all conditions of approval required by The City shall be completed prior to the issuance of an occupancy permit. When an applicant demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, the City Manager or designee may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. Bonding shall comply with adopted City regulations and procedures.

C. Modify Conditions. A request to change or alter conditions of approval shall be processed as a new Type III action.

17.126.030 CALL UP BY THE CITY MANAGER

A. After consultation with the City Attorney, the City Manager may call up a decision by the Planning Commission on a quasi-judicial land use application for review by the City Council.

B. On receiving a call by the City Manager, the Community and Economic Development Department shall provide to the City Council the application and all other documents constituting the entire record for the quasi-judicial land use request.

C. The City Manager shall set a date and time for a public hearing before the City Council to consider the call under the notice of public hearing per Chapter 17.126.01 and the process listed in Chapter 17.132. The decision resulting from this public hearing by the City Council shall constitute the final City decision.

D. A call by the City Manager stays all proceedings by all parties in connection with the matter until the City Council has made a decision on the application.

17.128 TYPE IV APPLICATIONS AND REVIEW PROCEDURES

17.128.010 PROCEDURES FOR TYPE IV ACTIONS (QUASI-JUDICIAL)

A. Decision Authority. Zone Changes and Comprehensive Plan Map amendments initiated at the request of a property owner are quasi-judicial applications and subject to a Type IV procedure and shall be reviewed and decided by the City Council with the recommendation of the Planning Commission.

B. Application and Completeness. The application and completeness review process shall comply with provisions in Chapter 17.120.040.

C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Planning Commission Hearing and Notice. City staff shall schedule a hearing before the Planning Commission. The City Council and Planning Commission hearings can be combined if approved by the Mayor. The Planning Commission shall conduct the hearing consistent with procedures set forth in Chapter 17.130. Notice of the public hearings before the Planning Commission and City Council for a Type IV land use action, shall be published in a newspaper of general circulation in The City at least 20 days prior to each public hearing. Affected property owners within 300-feet of the subject property shall be notified by mail at least 20 days prior to the initial Planning Commission hearing. Mailed notice of a pending Type IV hearing shall include the following:

1. Identify the specific land use decisions or decisions requested.
2. Describe the street address or other easily understandable reference to the location of the site.
3. List the relevant decision criteria by name and number of Development Code sections.
4. State the place, date and time of the Planning Commission hearing.
5. Include the name and telephone number of a contact person regarding the Administrative Decision.

6. State that if any person fails to address the relevant decision criteria with enough detail, they may not be able to appeal to the Land Use Board of Appeals or Circuit Court on that issue. Only comments on the relevant decision criteria are considered relevant evidence.
7. State that all evidence relied upon by The City to make this decision is in the public record, available for public review. Copies of this evidence are available for inspection at no cost and a copy can be obtained at a reasonable cost.

E. Planning Commission Action. The Planning Commission action on a Type IV request shall be in the form of a recommendation to the City Council. Within 7 days of the Planning Commission decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the Planning Commission decision. The notice shall specify findings justifying the recommendation to approve or deny the request and any recommended conditions of approval.

F. City Council Hearing. Subsequent to the Planning Commission hearing, City staff shall schedule a hearing before the City Council. Notice shall be provided as per Chapter 17.126.01. The City Council shall conduct the hearing consistent with procedures set forth in Chapter 17.132. The City Council and Planning Commission hearings can be combined if approved by the Mayor.

G. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval. City Council approval shall be in the form of an ordinance; a denial shall be in a form acceptable to the City Council.

H. 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.

I. Joint Notice Publication. The City has the option of publishing a single notice for both the Planning Commission and City Council hearings, provided the notice is set to publish at least 20-days prior to the Planning Commission hearing.

17.128.020 PROCEDURES FOR TYPE IV ACTIONS (LEGISLATIVE)

A. Procedures. Type IV legislative applications may be initiated by either a majority vote of the City Council or a majority vote of the Planning Commission. Citizens may suggest possible amendments to either body.

B. Time Limit. Type IV legislative actions are not subject to the 120-day time limit.

C. Agency Referrals. Referrals will be sent to interested agencies such as city departments, police and fire departments, the school district, utility companies, and applicable state agencies. If a county road or state highway is impacted, referrals should be sent to the applicable County Public Works Department and/or Oregon Department of Transportation.

D. Public Hearings by Planning Commission. A public hearing shall be held by the Planning Commission. Notice of the time, place and purpose of the Planning Commission's hearings shall be given by publication of a notice in a newspaper of general circulation in The City not less than 20 days prior to the date of hearing.

E. Planning Commission Action. The Planning Commission action on a Type IV legislative request shall be in the form of a recommendation to the City Council. Within 7 days of the Planning Commission decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the Planning Commission decision. The notice shall specify findings justifying the recommendation to approve or deny the request and any recommended conditions of approval.

F. Public Hearing by City Council. Following Planning Commission action, the City Council shall hold a public hearing to consider the Planning Commission's recommendation on proposed amendments. Notice of the time, place and purpose of the City Council hearings shall be given by publication of a notice in a newspaper of general circulation in The City not less than 10 days prior to the date of hearing.

G. Notice of City Council Decision. Within 7 days of the final City Council decision, the applicant and all individuals who requested notice of the decision, shall be mailed written notice of the City Council decision. The notice shall specify findings justifying the approval or denial of the request and any applicable conditions of approval. City Council approval shall be

in the form of an ordinance; a denial shall be in a form acceptable to the City Council.

H. Appeals. All Type IV land use decisions by 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.

I. Joint Hearing and Notice of Publication. The Planning Commission and City Council hearings can be combined if approved by the Mayor. The City has the option of publishing a single notice for both the Planning Commission and City Council hearings, provided the notice is set to publish at least 20-days prior to the Planning Commission hearing.

17.130 PUBLIC HEARING - PLANNING COMMISSION

17.130.01 GENERAL PROVISIONS

A. Timing. Land use actions which require a public hearing by the Planning Commission under the provisions of this Development Code shall be initially heard by the Planning Commission within 45 days of the receipt of an application which is deemed complete.

B. Planning Commission Decisions. The Planning Commission shall prepare and adopt written findings for approval or denial, and any conditions of approval. All decisions shall require an order.

C. Hearing Action. The Planning Commission may continue a public hearing for additional information, testimony, or for decision only, to its next regular meeting or to a special meeting. In no instance, however, shall the hearing be continued more than 30 days beyond the initial hearing date.

D. Continuance and Open Record. Unless there is a continuance, if a participant so requests before the conclusion of the initial evidentiary hearing, the record shall remain open for at least seven days after the hearing for the receipt of additional written testimony.

E. Type I and Type II Appeals. Appeal of a Type I or Type II action shall be heard by the Planning Commission. Findings of the Planning Commission on such appeals shall be final unless further appealed to the City Council

F. Type III Action. The decisions of the Planning Commission on applications for Type III actions shall be final unless appealed to the City Council.

G. Type IV Actions. The recommendations of the Planning Commission on applications for Type IV actions shall be referred to the City Council for final determination. Notice of the Planning Commission recommendation is required but shall not be subject to appeal.

17.130.020 PLANNING COMMISSION HEARING PROCEDURES

A public hearing before the Planning Commission shall be conducted under the following procedures unless modified by the Planning Commission for a specific hearing:

A. Open the public hearing and announce the purpose.

B. Call for abstentions and objections to jurisdiction; and, *ex parte* contacts, conflicts of interest or bias on behalf of the Planning Commission members.

C. Receive the staff report and recommendation.

D. Applicant addresses Planning Commission.

E. Those in favor of the application address the Planning Commission.

F. Those not in favor of the application address Planning Commission.

G. Those not necessarily in favor or opposed address the Planning Commission.

H. Clarifying questions of proponents and opponents from the Planning Commission directed through the Chair.

I. Applicant rebuttal.

J. Staff comments and recommendation based on the testimony.

K. Close of public testimony.

L. Deliberation of Planning Commission of findings of fact.

M. Decision of Planning Commission.

N. Close hearing.

17.130.030 EVIDENCE

A. Acceptance of Evidence. All evidence offered and not objected to may be received unless excluded by the Planning Commission on its own motion. Evidence may be received subject to a later ruling as to its admissibility.

B. Exclusion of Evidence. The Planning Commission may exclude irrelevant, unduly repetitious, immaterial or cumulative evidence; but erroneous admission of evidence by the Planning Commission shall not preclude action or cause reversal on appeal unless shown to have substantially prejudiced the rights of a party. Evidence may be received in written form.

C. Public Record. All evidence shall be offered and made a part of the public record in the case.

D. Use of Other Information. The Planning Commission may take notice of judicially recognizable facts, and members may take notice of general, technical or scientific facts within their specialized knowledge. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision unless appealed, of the material so noticed, and they shall be afforded an opportunity to contest the facts so noticed. The Planning Commission members may utilize their experience, technical competence and specialized knowledge in evaluation of the evidence presented.

E. Rights of Participants. Every party is entitled to an opportunity to present evidence, and all interested persons shall be allowed to testify.

F. LUBA Appeal. An issue which may be the basis for an appeal to the Land Use Board of Appeals (LUBA) may be raised not later than the close of the record at or following the final evidentiary hearing on the proposal before The City. Such issues shall be raised with sufficient specificity so as to afford the City Council or Planning Commission, and the parties, an adequate opportunity to respond to each issue.

G. *Ex parte* Contacts. Ex parte contacts with a member of the decision-making body shall not invalidate a final decision or action of said body. The member receiving the information shall report the information for the record at the hearing. The Chair shall allow rebuttal of the content at the first hearing where action will be considered or taken.

17.130.040 LIMITS ON ORAL TESTIMONY

The Planning Commission Chair may set consistent, reasonable time limits for oral presentations to the end that parties are encouraged to submit as much evidence as possible in writing prior to the hearing.

17.130.050 EXHIBITS

All exhibits received shall be marked so as to provide identification upon review. Such exhibits shall be retained by The City.

17.130.060 RECORD OF HEARING

A record of the proceeding shall be made by written, mechanical or electronic means.

17.132 REVIEW AND PUBLIC HEARINGS BY CITY COUNCIL

17.132.010 GENERAL PROVISIONS

A. Timing. All hearings or reviews required by the City Council shall be heard within 30 days of the Planning Commission's written decision or appeal request. In no instance, however, shall this period extend the date of the hearing and final action beyond 120 days from the date of the initial submission of a complete application, unless voluntarily agreed to by the applicant.

B. City Council Decisions. The City Council shall prepare and adopt written findings for approval or denial, and any conditions of approval, within 14 days of the hearing by the City Council. In no case, however, shall this decision and the preparation of written findings extend beyond 120 days from the date of initial submittal of a complete application, unless voluntarily agreed to by the applicant. Amendments to adopted maps and texts shall require an ordinance; other decisions shall require an order.

17.132.020 CITY COUNCIL REVIEW OF APPEALS

A. Appeals. The City Council shall hear the appeals of Planning Commission decisions, including appeals of Type II decisions rendered by staff and appealed to the Commission. the City Council action on such appeals shall be the final action of The City on the request.

B. Submission of New Testimony and De Novo Hearings. The City Council shall admit additional testimony and other evidence by holding a de novo hearing. The hearing procedures shall be the same as for a Planning Commission hearing found in Chapter 17.130.020. Further, submittal and review of evidence shall comply with provisions in Chapter 17.130.030.

C. City Council Action. The City Council may affirm, rescind, or amend the action of the Planning Commission and may grant approval subject to conditions necessary to carry out the decision. The City Council may also remand the matter back to the Planning Commission for additional information, subject to the agreement of the applicant to extend the 120-day review period.

ARTICLE III – DEVELOPMENT REQUIREMENTS

Table of Contents III-1

Chapter 17.40 GENERAL PROVISIONS..... III-6
17.40.010 Purpose III-6
17.40.020 Application of Standards.....III-6
17.40.030 Application of Public Facility Standards.....III-6

Chapter 17.42 STREET STANDARDS..... III-9
17.42.010 Purpose III-9
17.42.020 Scope III-9
17.42.030 General Provisions III-10
17.42.040 Streets.....III-12
17.42.050 Half Street Development and Improvement.....III-14
17.42.060 Modification of Right-of-Way and Improvement Width.....III-16
17.42.070 Constructions Specifications III-16
17.42.080 Sidewalks III-16
17.42.090 Bikeways III-17
17.42.100 Private Streets.....III-17
17.42.110 Private Access Easement (Joint Use Driveway).....III-17
17.42.120 Lots and Parcels Served by Private Access Easements III-19
17.42.130 Traffic Impact Study.....III-19

Chapter 17.44 OFF-STREET PARKING AND LOADING III-21
17.44.010 Purpose III-21
17.44.020 Scope III-21
17.44.030 Location.....III-22
17.44.040 Joint Use III-22
17.44.050 General Provisions Off-street Parking and Loading III-23
17.44.060 Off-street Automobile and Bicycle Parking Requirements.....III-23
17.44.070 Off-Street Loading Requirements.....III-25
17.44.080 Parking and Loading Development Requirements III-25

Chapter 17.46 STORM DRAINAGE AND GRADING..... III-29
17.46.010 Purpose III-29
17.46.020 Scope III-29
17.46.030 Plan for Storm Drainage and Erosion Control III-29
17.46.040 General Standards III-29

17.46.050 Grading III-30

Chapter 17.48 UTILITY LINES AND FACILITIES III-32
17.48.010 Purpose III-32
17.48.020 Standards III-32
17.48.030 Public Facility Improvements III-33

Chapter 17.50 SIGNS III-34
17.50.010 Purpose III-34
17.50.020 Definitions III-34
17.50.030 General Standards III-36
17.50.040 Design and Construction III-37
17.50.050 Types of Signs III-37
17.50.060 Exemptions III-38
17.50.070 Marquee Signs III-39
17.50.080 Temporary Signs III-39
17.50.090 Prohibited Signs III-39
17.50.100 Signs in Residential Zones III-40
17.50.110 Signs in Commercial and Industrial Zones III-41
17.50.120 Signs on Public Property III-42
17.50.130 Special Signs III-43
17.50.140 Enforcement III-43
17.50.150 Interpretation III-43
17.50.160 Variances - Signs III-44

Chapter 17.52 FENCING AND SCREENING III-45
17.52.010 Purpose III-45
17.52.020 General Standards III-45
17.52.030 Materials III-46
17.52.040 Location and Height - Residential Zones III-47
17.52.050 Location and Height – Non-residential Zones III-48
17.52.060 Placement of Fencing on Public Rights-of-Way or Easements III-48
17.52.070 Pathway Fencing III-48
17.52.080 Fences Required for Sight-obscuring Purposes III-49
17.52.090 Fence Advertising or signage III-49
17.52.100 Swimming Pool Fencing III-49

Chapter 17.54 LANDSCAPING III-50
17.54.010 Purpose III-50

17.54.020 Scope III-50
17.54.030 Minimum Area Requirements III-50
17.54.040 General Provisions III-51
17.54.050 Planting and Maintenance III-52

Chapter 17.56 YARD AND LOT STANDARDS III-54
17.56.010 New Buildings Shall be on a Lot III-54
17.56.020 Yards Apply Only to One Building III-54
17.56.030 Front Yard Projections III-54
17.56.040 Side Yard Projections III-54
17.56.050 Rear Yard Projections III-55
17.56.060 Vision Clearance III-55

Chapter 17.58 LAND DIVISIONS III-57
17.58.010 Purpose III-57
17.58.020 Scope III-57
17.58.030 Standards for Lots or Parcels III-57
17.58.040 Additional Standards for Subdivisions III-58
17.58.050 Improvement Requirements - Partition III-60
17.58.060 Improvement Requirements - Subdivision III-61
17.58.080 Improvement Procedures III-63

Chapter 17.60 PLANNED DEVELOPMENTS III-64
17.60.010 Purpose III-64
17.60.020 Objectives III-65
17.60.030 Ownership III-65
17.60.040 Uses Permitted – Residential Zones III-65
17.60.050 Uses Permitted – Other Zones III-66
17.60.060 Development Requirements III-66
17.60.070 Conditions of Approval III-69
17.60.080 Modification of an Approved Planned Development III-69

Chapter 17.62 COTTAGE CLUSTER DEVELOPMENTS III-70
17.62.010 Purpose III-70
17.62.020 Permitted Cottage Cluster Building Types III-71
17.62.030 Site Requirements III-71
17.62.040 Building Requirements III-74
17.62.050 Process III-76

Chapter 17.64 **MANUFACTURED DWELLING PARKS** III-77
17.64.010 Scope III-77

Chapter 17.66 **MANUFACTURED HOMES ON INDIVIDUAL LOTS** III-80
17.66.010 Scope III-80
17.66.020 General Standards III-80

Chapter 17.68 **HOME OCCUPATION** III-82
17.68.010 Standards III-82
17.68.020 Process III-83

Chapter 17.70 **RESIDENTIAL ACCESSORY STRUCTURES** III-84
17.70.010 Single Family Residences III-84
17.70.020 Multiple Family Developments III-85

Chapter 17.72 **SPECIAL RESIDENTIAL DWELLINGS** III-86
17.72.010 Residential Accessory Dwelling Units III-86
17.72.020 Attached Dwellings III-86
17.72.030 Affordable Housing Provisions III-87

Chapter 17.74 **TEMPORARY USES** III-88
17.74.010 Purpose III-88
17.74.020 Permitted Uses III-88

Chapter 17.76 **BED AND BREAKFAST ESTABLISHMENTS** III-91
17.76.010 Purpose III-91
17.76.020 General Provisions III-91
17.76.030 Operation Requirements III-92

Chapter 17.78 **HOUSES OF WORSHIP** III-93
17.78.010 Allowed Uses III-93
17.78.020 Special Housing Provisions III-93
17.78.030 Affordable Housing Provisions III-93

Chapter 17.80 **WIRELESS TELECOMMUNICATIONS FACILITIES** III-95
17.80.010 Purpose III-95
17.80.020 Definitions III-95
17.80.030 Review Procedures III-97
17.80.040 Siting Preferences III-97

17.80.050 Standards and Requirements III-98
17.80.060 Attached Telecommunications Facilities III-100
17.80.070 Abandonment of Facilities III-101
17.80.080 Application III-101
17.80.090 Special Review Criteria III-104

Chapter 17.82 GENERAL STANDARDS III-106
17.82.010 Lots of Record III-106
17.82.020 Exceptions to Lot Size Requirements III-106
17.82.030 Lots Abutting a Partial Street III-106
17.82.040 Protection of Runoff Capacity of Natural Drainage Channels III-107
17.82.050 Farm Uses and Livestock III-107
17.82.060 General Exception to Building Height Limitations III-107
17.82.070 Height Exceptions for Public Buildings III-107
17.82.080 Additions to Existing Structures III-108
17.82.090 Miscellaneous Exceptions to Setback Requirements III-108
17.82.100 Nonconforming Uses III-109

17.40 GENERAL PROVISIONS

17.40.010 PURPOSE

The purpose of this Article is to:

A. Carry out the Comprehensive Plan with respect to development standards and policies.

B. Promote and maintain healthy environments and minimize development impacts upon surrounding properties and neighborhoods.

17.40.020 APPLICATION OF STANDARDS

A. Application. The standards set forth in this Article shall apply to partitions; subdivisions; developments; commercial and industrial projects; single family dwellings, duplexes and multi-family dwellings.

B. Alternatives to Standards. The application of these standards to a particular development shall be modified as follows:

1. Development standards which are unique to a particular use, or special use, shall be set forth within the applicable zone or in this Chapter.
2. Those development standards which are unique to a particular zone shall be set forth in the Chapter governing that zone.

17.40.030 APPLICATION OF PUBLIC FACILITY STANDARDS

Standards for the provision and utilization of public facilities or services available within The City of Sweet Home shall apply to all land developments in accordance with the following table of reference. No development permit shall be approved unless the following improvements are provided prior to occupancy or operation, or unless future provision is assured through a bond, deposit, agreement or similar instrument approved by The City.

Public Facilities Improvement Requirements Table – Table 17.40.1

Land Use Activity	Fire Hydrant	Street Improvement	Water Hookup	Sewer Hookup	Storm Drain	Street Lights	Bike and Pedestrian
Single Family Home, Duplex	No, Unless required by Fire Code	C-2	Yes	Yes	Yes	**No**	C-2
Multi-Family Dwelling	Yes	Yes	Yes	Yes	Yes	Yes	Yes (4+ units)
New Commercial Building	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Commercial Expansion	C-1	C-3	Yes	Yes	Yes	Yes	C-4
New Industrial Building	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Industrial Expansion	C-1	C-4	Yes	Yes	Yes	Yes	C-4
Partition (Without public utilities)	No, must comply with Fire Code	C-2	No	No	No, must accommodate drainage on-site	No	C-4
Partition (With public utilities)	No, Unless required by Fire Code	C-2	C-3	C-3	Yes	No	C-2
Subdivision, PD & Mnf. Home Park	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Legend: No = Not required Yes = Required C = Conditional, as noted:

C-1 Fire Hydrants for Commercial or Industrial Expansions: One or more fire hydrants are required when the total floor area of a new or expanded building exceeds 2,500 square feet, or the proposed use is classified as Hazardous (H) in the Uniform Building Code or Uniform Fire Code.

C-2 Street Improvements for Single Family Dwellings, Duplex Dwellings and Partitions:

1. New single-family dwellings and duplex dwellings on an existing parcel less than 2.0 acres in size and fronting an existing street which does have a full street improvement including sidewalks, as required in the City's street design standards and Chapter 17.42.040, shall dedicate the needed right-of-way and shall install the full improvement along a parcel's frontage.
2. If there is no adjacent improvement, a right-of-way permit fee, in accordance with the City's adopted connection fees, will be required in lieu of constructing the improvement.
3. If a street extension to serve the residence is necessary, the owner must provide the necessary right-of-way dedication and street improvement to city street standards along the full frontage of the parcel.
4. A partition to parcels of 2.0 acres or larger does not require street improvements. A partition to parcels smaller than 2.0 acres requires street improvements.

C-3 Partitions – Wells are only allowed per Municipal Code provisions.

C-4 Street Improvements for Commercial or Industrial Expansions: The City will require improvement to full City standards when the use meets either of the following criteria:

1. The use generates an average of 100+ trips per day per 1000 gross square feet of building as documented in the *Trip Generation Manual* of the Institute of Transportation Engineers, or other qualified source; **or**
2. The use includes daily shipping and delivery trips by vehicles over 20,000 pounds gross vehicle weight.

17.42 STREET STANDARDS

17.42.010 PURPOSE

A. To provide for safe, efficient, convenient multi-modal movement in The City of Sweet Home.

B. To provide adequate access to all proposed developments in The City of Sweet Home.

C. To provide adequate area in all public rights-of-way for sidewalks, bikeways, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way.

D. For purposes of this Chapter:

1. “Adequate access” means direct routes of travel between destinations; such destinations may include residential neighborhoods, parks, schools, shopping areas, and employment centers.
2. “Adequate area” means space sufficient to provide all required public services to Standards defined in this Development Code or The City’s most current Engineering Standards.

17.42.020 SCOPE

The provisions of this Chapter shall be applicable to:

A. The creation, dedication or construction of all new public or private streets, bikeways, or accessways in all subdivisions, partitions or other developments in The City of Sweet Home.

B. The extension or widening of existing public or private street rights-of-way, easements, or street improvements including those which may be proposed by an individual or The City, or which may be required by The City in association with other development approvals.

C. The construction or modification of any utilities, sidewalks, or bikeways in public rights-of-way or street easements.

17.42.030 GENERAL PROVISIONS

The following provisions shall apply to the dedication, construction, improvement or other development of all public streets in The City of Sweet Home. Unless otherwise modified through provisions in this Chapter, all streets shall be designed in conformance with the specific requirements of The City's Transportation System Plan and most current Engineering Standards.

A. Street Layout. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land to be served by the streets.

B. Continuation. Development proposals shall provide for the continuation of all streets, bikeways and accessways within the development and to existing streets, bikeways, and accessways outside the development.

C. Future Street Extensions. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage or area attractors such as schools and shopping centers, these facilities shall be platted to a boundary of the subdivision or development. Further, the street may be platted without a turnaround unless the Public Works Department or local Fire District finds a turnaround is necessary for reasons of traffic safety.

D. Dead End Streets. The following shall apply:

1. Dead end streets can be allowed only when the extension of street is not possible due to one or more of the following reasons:
    a. A natural feature, such as a wetland, stream or steep slope makes it impractical for the street to be extended.
    b. An existing structure or use is located on an adjacent parcel within the alignment of the proposed street.
    c. An existing deed restriction or covenant or political boundary does not allow the extension of the street.
    d. The alignment is approved as part of a Planned Development.
2. Reserve strips and street plugs may be required to preserve the objectives of dead-end streets.

E. Alignment. All streets other than local streets or cul-de-sacs, shall be in alignment with existing streets by continuation of the centerlines to the maximum extent feasible. The staggering of street alignments resulting in “T” intersections shall be avoided wherever practical. However, when not practical, the staggering of street alignments resulting in "T" intersections shall meet with the approval of the City Engineer and ensure compliance with accepted traffic safety standards.

F. Intersection Angles. Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 80 degrees shall require approval of the City Engineer. All tangent calculations and curb radii shall comply with Engineering Standards.

G. Existing Streets. Whenever existing public streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of subdivision, partitioning, or development.

H. Half-Streets. Half-streets may be approved where essential to the reasonable development of an area and when The City finds it to be practical to require the dedication of the other half when the adjoining property is developed. Whenever a half-street is adjacent to a tract to be developed, the other half of the street shall be dedicated. Specific improvement requirements are contained in Chapter 17.42.050. Reserve strips and street plugs may be required to preserve the objectives of half-streets.

I. Cul-de-sacs. Cul-de-sacs are not encouraged and allowed only where no other reasonable alternative exists. Where permitted, a cul-de-sac shall have maximum lengths of 800 feet and terminate with a circular turn-around. Cul-de-sacs over 400 feet in length shall provide accessways to provide connectivity to adjacent streets and uses, unless physical constraints preclude a pedestrian/bicycle accessway. The Fire Code may establish additional standards.

J. Street Names. Street names and numbers shall conform to regulations contained in the Sweet Home Municipal Code Chapter 12.20.

K. Grades and Curves. Grades shall conform with City of Sweet Home Engineering Standards.

L. Marginal Access Streets. If a development abuts or contains an existing or proposed arterial street, The City may require marginal access streets, reverse

frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

M. Lots Abutting a Partial Street. Development of property abutting an existing public street which does not meet the minimum right-of-way standards, shall include sufficient yard setback equal to the minimum yard requirements of the zoning district, plus, the additional land required to meet the minimum right-of-way width.

N. Unimproved Street. Development of property adjacent to an unimproved right-of-way shall require the installation of an improved surface to meet fire code requirements and the submittal of a non-remonstrance agreement to participate in future street improvements.

17.42.040 STREETS

The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical and drainage conditions, public convenience and safety, the proposed use of land to be served by the streets, and full land utilization which will not result in tracts of vacant inaccessible land. Street design standards are intended to provide city staff with standards and guidelines for protecting the function and integrity of The City's transportation system. There are two types of Improved Type Standards for City streets:

- **Improved streets** are Urban Standard roadways that provide paved travel lanes, curb and gutter or infiltration basin drainage, pedestrian sidewalks, bike lanes, and landscaped planter areas. **Improved streets** are also Rural Standard roadways that provide paved travel lanes, roadside ditch or infiltration basin drainage, pedestrian sidewalks, shared road & bike lanes, and sometimes beautification planter areas.
- **Unimproved streets** are Rural Standard roadways that provide paved travel lanes, roadside ditch drainage, however no pedestrian sidewalks or bike lanes, and no landscaped planter areas.

The following table implements the standards of the Transportation System Plan.

Standards	***Major Arterial***	***Minor Arterial***	***Collector***	***Local Street***	***Residential Neighborhood Street ******
ROW Width	80' (max)	70' (max)	60' (max)	50' (max)	20' (min)
Curb to curb width	60' (max)	40' (max)	40' (max)	36' (max)	20' (min)
Travel Lane width	11' (min)	10.5' (min)	10' (min)	7' (min)	7' (min)
Number of lanes	4 (max)	3 (max)	2 (min)	2 (max)	2 (min)
Median/center turn width (max)	12'	11.5'	Not required	Not required	Not required
Bike Lane width (min)	2 @ 6'	2 @ 6'	1 @ 6'	7'	Not required
Parking width (max)	8'	8'	8'	7'	Not required
Curb *	6"	6"	6"	6"	Not required
Planting Strip width (min)**	7'	7'	7'	3'	3'
Sidewalk width (min)	8'	7'	6'	5'	Not required
System spacing	1 mile	½ mile	½ mile	250'	100'
Design speed - (max)	40 mph	35 mph	25 mph	25 mph	20 mph
Access management: intersection spacing (min)****	300'	100'	100'	75'	50'
Access Management: driveway spacing	No direct driveway access	Shared driveway access	Shared driveway access	Direct access allowed	Direct access allowed

* Other City approved alternatives may be proposed, such as "Green Streets" standards, as defined by Portland Metro Green Streets handbook, and subsequent updates. A green street can be defined as a street designed to integrate a system of storm water management within its right of way, and to:

- Reduce the amount of water that is piped directly to streams and rivers.
- Be a visible component of a system of "green infrastructure" that is incorporated into the aesthetics of the community.

- Make the best use of the street tree canopy for storm water interception as well as temperature mitigation and air quality improvement.
- Ensure the street has the least impact on its surroundings, particularly at locations where it crosses a stream or other sensitive area.

** Planting strips may include filtration strips and swales.
*** Allowed only within a Planned Development.
**** Measured as adjacent edge to edge of right-of-way, with the higher street category controlling.

17.42.050 HALF STREET DEVELOPMENT AND IMPROVEMENT

Half-Street development conditions typically occur in areas where existing travel lanes are pre-existing and development occurs on one side of the right-of-way only.

A. Extension of Roadways. In areas where street pavement, curbs, stormwater drainage, and sidewalks do not exist; sidewalk, curb, drainage system and driveway construction shall be required in the following conditions:

1. When located adjacent to existing street improvements of sidewalk, curb, drainage system and street paving.
2. When as a property lot of an existing subdivision, lot frontages were not constructed within or around the perimeter of the subdivision.
3. When located on a corner of two public street rights-of-way, both of which do not have existing sidewalk, curb and drainage. Corner development will set line and grade for the remainder of street block segment.
4. When located on a corner of two public street rights-of-way, only one of which has sidewalk, curb and drainage, the undeveloped adjacent side shall be constructed to match line and grade of the abutting roadway right-of-way and shall provide linkages in the sidewalk network.
5. When located on the opposite side of the public right-of-way from an existing system of sidewalk, curb and drainage, development of street structure shall match both vertical and horizontal alignments.
6. When commercial development projects are constructed, or when existing commercial projects are redeveloped, reconstructed or modified, and could provide access to the roadway frontage for vehicles and pedestrians, regardless of adjacent roadway conditions such improvements shall be provided. Not providing access to the right-of-way frontage will not remove the requirement for development of pedestrian access along that frontage.

B. Layout Standards. Half-Street improvements shall follow the existing grade and curvature alignment of the roadway and right-of-way. Half-Street Improvements have 3 different scenarios.

1. Half-Street improvements in the truest condition shall extend to the centerline of the right-of-way. In cases where the roadway is not centered in the right-of-way the improvement will terminate as close as practical to the center of the roadway. The Public Works Director shall review the project for consideration of alternative options.
2. The equivalent of a Quarter-Street Improvement is where the roadway is in good condition, at the right slope and elevation, and nothing needs to be changed or updated, then the roadway may be sawcut along the edge of pavement or Fog Line. The new construction improvements shall meet flush with the existing roadway surface and be sealed with a tack coat and sand seal on the joint.
3. The equivalent of a Three-Quarter-Street Improvement is where the roadway is in bad enough shape in any form, that the improvement shall extend across the centerline to cover the opposite lane area. This applies also when development happens in category 1 and 2 roadways (grass and gravel respectively) that undergo improvements for access without the benefit of subdivision requirements.
4. Where the existing roadway is at adequate elevation relative to the adjoining property, the half-street improvement may meet the edge of existing pavement or roadway structure. If pavement degradation or excavations are significant to the roadway frontage, the developer may be required to complete finish paving to the centerline of the street.
5. When one end of the roadway section is at a lower elevation and remainder is higher than the abutting property, the half-street improvement will require the excavation of the full width of the travel lanes and the lowering of the roadway surface.
6. When both ends of the roadway section are at the higher incorrect elevation, the roadway does not need to be constructed. In this case street improvements will have to be accomplished in a comprehensive neighborhood street improvement project, taking into account driveway apron slopes, stormwater drainage and property area drainage inlets, etc.

17.42.060 MODIFICATION OF RIGHT-OF-WAY AND IMPROVEMENT WIDTH

The City may allow modification to the public street standards of Chapter 17.42.040 when **both** of the following criteria are satisfied:

A. The modification is necessary to provide design flexibility in instances where:

1. Unusual topographic conditions require a reduced width or grade separation of improved surfaces; or
2. Parcel shape or configuration precludes accessing a proposed development with a street which meets the full standards of this Chapter; or
3. A modification is necessary to preserve trees or other natural features determined by The City to be significant to the aesthetic character of the area.

B. Modification of the standards of Chapter 17.42.040 shall only be approved if The City finds that the specific design proposed provides adequate vehicular access based on anticipated traffic volumes.

17.42.070 CONSTRUCTION SPECIFICATIONS

Construction specifications for all public streets shall comply with the criteria of the most recently adopted public works/street standards of The City of Sweet Home.

17.42.080 SIDEWALKS

Public sidewalk improvements are required for all property development in The City of Sweet Home and along Arterial and Collector streets. Sidewalks may be deferred by The City where future road or utility improvements will occur and on property in the rural fringe of The City where urban construction standards have not yet occurred. The property owner is obligated to provide the sidewalk when requested by The City or is obligated to pay their fair share if sidewalks are installed by The City at a later date.

A. Sidewalks shall be constructed within the street right-of-way. Sidewalk easements shall only be accepted where the Public Works Department determines that full right-of-way acquisition is impractical.

B. Sidewalks shall connect to and align with existing sidewalks. Sidewalks may transition to another alignment as part of the approval process.

C. Sidewalks width and location, including placement of any landscape strip, shall comply with City of Sweet Home Engineering Standards.

D. Planter strips and the remaining right-of-way shall be landscaped and maintained as part of the front yard of abutting properties. Maintenance of sidewalks and planters shall be the continuing obligation of the abutting property owner.

E. Mid-block Crosswalks. The City may require mid-block crosswalks for long blocks or to provide access to schools, parks, shopping centers, public transportation stops or other community services.

F. Internal pedestrian circulation and accessways shall be provided within all commercial, multifamily and planned developments.

17.42.090 BIKEWAYS

Bikeways are required along Arterial and Collector streets. Bikeways shall comply with City Engineering Standards. Developments adjoining existing or proposed bikeways shall include provisions for connection and extension of such bikeways through dedication of easements or rights-of-way.

17.42.100 PRIVATE STREETS

Private streets shall only be permitted as part of an approved Planned Development. At a minimum, the streets shall conform to the Residential Neighborhood Street requirements unless otherwise modified by the decision.

17.42.110 PRIVATE ACCESS EASEMENT (JOINT USE DRIVEWAY)

A private access easement (joint use driveway) created as the result of an approved land division shall conform to the following.

A. Width. Where permitted, the access easement shall comply with the following standards:

1. Minimum easement width: 20 feet

2. Minimum paved width: For private access of 150’ or less and serving one dwelling - 12 feet; serving two dwellings - 16 feet. For private access of more than 150’ – 16 feet.
3. Maximum length: 200 feet
4. No more than 2 single-family detached dwellings or 2 duplexes shall have their sole access to the easement. Easements serving more than 2 homes or 2 duplexes shall comply with the provisions for a Residential Neighborhood Street.

B. Surface Improvement. The surface width noted in A.1. above shall be improved with either asphalt or concrete for the entire length of the private access easement.

C. Maintenance. Provision for the maintenance of a private access driveway shall be provided in the form of a maintenance agreement, homeowners’ association, or similar instrument acceptable to The City. The applicable document shall be recorded against the deed record of each parcel, and if appropriate, placed on the final partitioning plat.

D. Turn-around. A turn-around shall be required for any access easement which is the sole access, and which is either in excess of 150 feet or which serves more than one dwelling. Turn-arounds shall comply with the requirements of the Sweet Home Fire District.

E. Fire Lanes. All private access easements shall be designated as fire lanes and signed for "no parking." All private access easements and joint use driveways shall comply with International Fire Code.

F. Easement Required. Where The City approves a private access easement or joint use driveway, the property owners shall record an easement with the deed allowing joint use of and cross access between adjacent properties. The owners of the properties agreeing to joint use of the driveway shall record a joint maintenance agreement with the deed, defining maintenance responsibilities of property owners. The applicant shall provide a fully executed copy of the agreement to The City for its records, but The City is not responsible for maintaining the driveway or resolving any dispute between property owners.

17.42.120 LOTS AND PARCELS SERVED BY PRIVATE ACCESS EASEMENTS

The following shall apply to all lots and parcels that are accessed by either a private street or private access easement:

A. Lot and Parcel Size. The easement containing the private access easement shall be excluded from the lot or parcel size calculation.

B. Setbacks. The line fronting along a private street or private access easement shall be considered a property line. Setbacks to the garage and home shall be measured from this easement line.

C. Lot Depth and Width. Where required by the underlying zone, the lot width shall be measured along the easement boundary and the lot depth shall be measured from the easement boundary to the rear lot line.

17.42.130 TRAFFIC IMPACT STUDY

The purpose of this subsection is to coordinate the review of land use applications with roadway authorities and to implement Section OAR 660-012-00451.E. of the state Transportation Planning Rule, which requires The City to adopt a process to apply conditions to development proposals in order to minimize impacts and protect transportation facilities. The following provisions also establish when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; the required contents of a Traffic Impact Analysis; and who is qualified to prepare the analysis.

A. When a Traffic Impact Analysis is Required. The City or other road authority with jurisdiction may require a Traffic Impact Analysis (TIA) as part of an application for development, a change in use, or a change in access. A TIA shall be required where a change of use or a development involves one or more of the following:

1. A change in zoning or a plan amendment designation;
2. Operational or safety concerns documented in writing by a road authority;
3. An increase in site traffic volume generation by 300 Average Daily Trips (ADT) or more;
4. An increase in peak hour volume of a particular movement to and from a street or highway by 20 percent or more;

5. An increase in the use of adjacent streets by vehicles exceeding the 20,000-pound gross vehicle weights by 10 vehicles or more per day;
6. Existing or proposed approaches or access connections that do not meet minimum spacing or sight distance requirements or are located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, creating a safety hazard;
7. A change in internal traffic patterns that may cause safety concerns; or
8. A TIA required by ODOT pursuant to OAR 734-051.

B. Traffic Impact Analysis Preparation. A professional engineer registered by the State of Oregon, in accordance with the requirements of the road authority, shall prepare the Traffic Impact Analysis.

17.44 OFF-STREET PARKING AND LOADING

17.44.010 PURPOSE

The purpose of this Chapter is to provide adequate areas for the parking, maneuvering, loading and unloading of vehicles for all land uses in The City of Sweet Home.

17.44.020 SCOPE

A. Application. Except as modified or restricted elsewhere within this Development Code, the provisions of this Chapter shall apply to the following types of development:

1. Any new building or structure erected after the effective date of this Development Code.
2. The construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure.

B. Change of Use Exception. A change in the use of an existing building or structure to another use permitted in the underlying zone **shall not** require additional parking spaces or off-street loading areas.

17.44.030 LOCATION

Off-street parking and loading areas shall be provided on the same lot with the main building or structure or use except that:

A. Yards. Off-street parking areas may be located in a required yard setback for multi-family residential, commercial and industrial uses with an approved 10-foot landscaped buffer.

B. Residential. In residential zones, automobile parking for dwellings and other uses permitted in a residential zone may be located on another lot if such lot is within 200 feet of the lot containing the main building, structure or use, and if guaranteed by access easement or other recorded agreement prior to development. In no case shall the parking requirements at the off-site location be reduced, unless otherwise approved as joint-use parking.

C. Parking. Driveways may be used for off-street parking for single-family and duplex dwellings.

D. Non-Residential. In non-residential zones, parking may be located off the site of the main building, structure or use if it is within 500 feet of such site. In no case shall the parking requirements at the off-site location be reduced, unless otherwise approved as joint-use parking.

17.44.040 JOINT USE

Parking area may be used for a loading area during those times when the parking area is not needed or used. Parking areas may be shared between uses where hours of operation or use are staggered such that peak demand periods do not occur simultaneously. The requirements of this Chapter may be reduced accordingly. Such joint use shall not be approved unless satisfactory evidence is presented which demonstrates the access and parking rights of all parties.

17.44.050 GENERAL PROVISIONS OFF-STREET PARKING AND LOADING

A. Parking Required. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Development Code.

B. Interpretation of Parking Requirements. Requirements for types of buildings and uses not specifically listed herein shall be determined by the City Planner based upon the requirements of comparable uses listed and expectations of parking and loading need.

C. Multiple Use Facilities. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the uses computed separately, unless a reduction is approved for shared parking pursuant to Chapter 17.44.040.

D. Storage Prohibited. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons, and employees only, and shall not be used for storage of vehicles or materials.

17.44.060 OFF STREET AUTOMOBILE AND BICYCLE PARKING REQUIREMENTS

A. Vehicle Parking Spaces. Provisions for off street vehicle and bicycle parking shall comply with the following minimum requirements:

VEHICLE AND BICYCLE PARKING SPACE REQUIREMENTS

	Land Use Activity	Vehicle Spaces	Bicycle Spaces	Measurement
A.	Single family and Duplex	2 spaces per single family dwelling unit; two spaces total for a duplex	0	None
B.	Multi-family dwellings (3 or more units)	Studio – 1 space/unit 1-2 bedroom – 1.5 spaces/unit 3+ bedroom – 2 spaces/unit	0.25	Per dwelling unit
C.	Hotel, motel, boarding house	1 space per guest room plus 1 space for the owner or manager	1	Per 20 guest rooms
D.	Club, lodge	Spaces sufficient to meet the combined minimum requirements of the uses being conducted, such as hotel, restaurant, auditorium, etc.	2	Per 20 vehicle spaces
E.	Hospital, nursing home	1 space per two beds and 1 space per 2 employees	0.5	Per five beds
F.	Public assembly, churches, auditorium, stadium, theater	1 space per 4 seats or every 8 feet of bench length, or 60 sq. ft. of area w/o fixed seats	1	Per 20 vehicle spaces
G.	Preschool, kindergarten, elementary, junior high school	Greater of 2 spaces per classroom, or the requirement for a place of public assembly	2	Per classroom
H.	High school		1	Per classroom

		Greater of 8 spaces per classroom, or the requirement for a place of public assembly		
I.	Bowling alley, skating rink, community center	1 space per 100 sq. ft. plus 1 space per two employees	1	Per 20 vehicle spaces
J.	Retail store, except as provided in "K"	1 space per 500 sq. ft. plus 1 space per 2 employees	1	Per 20 vehicle spaces
K.	Service or repair shop, retail store handling exclusively bulky merchandise such as automobiles or furniture	1 space per 800 sq. feet of gross floor area, plus 1 space per 2 employees	1	Per 30 vehicle spaces
L.	Bank; office buildings; medical and dental clinic	1 space per 400 sq. ft. of gross floor area, plus 1 space per 2 employees	1	Per 20 vehicle spaces
M.	Eating and drinking establishment	Greater of 1 space per 4 seats, or, 1 space per 400 sq. ft. of gross floor area	1	Per 20 vehicle spaces
N.	Wholesale establishment	1 space per 1,000 sq. ft. of gross floor area, plus 1 space per 800 sq. ft. of retail area	1	Per 30 vehicle spaces
O.	Municipal and governmental	1 space per 800 square feet, plus 1 space per 2 employees	1	Per 20 vehicle spaces
P.	Manufacturing and processing:	One space per employee during the largest shift, plus,		
	0-24,900 sq. ft.	1 space per 800 sq. ft.	1	Per 20 vehicle spaces
	25,000-49,999 sq. ft.	1 space per 900 sq. ft.	1	Per 20 vehicle spaces
	50,000-79,999 sq. ft.	1 space per 1000 sq. ft.	1	Per 20 vehicle spaces
	80,000-199,999 sq. ft.	1 space per 1,200 sq. ft.	1	Per 20 vehicle spaces
	200,000 sq. ft. and over	1 space per 2,000 sq. ft.	1	Per 20 vehicle spaces

Q.	Warehousing and storage distribution, terminals	One space per employee during the largest shift, plus,		
	0-49,999 sq. ft.	1 space per 3,000 sq. ft.	1	Per 30 vehicle spaces
	50,000 sq. ft and over	1 space per 5,000 sq. ft.	1	Per 30 vehicle spaces

B. Bicycle Spaces. Bicycle parking development requirements

1. Space Size. Each bicycle parking space shall be a minimum of six feet long and two feet wide and be accessible by a minimum five-foot aisle.
2. Location. All bicycle parking shall be within 100 feet from a building entrance(s) and located within a well-lit area. Any long-term bicycle parking spaces shall be sheltered from precipitation.

C. Maximum Vehicle Parking Spaces. The minimum spaces identified under item A. in this Section, shall not be increased by more than 30%.

17.44.070 OFF-STREET LOADING REQUIREMENTS

Commercial or industrial buildings between 10,000 to 25,000 square feet in area shall require a loading space. This initial loading space may incorporate the parking area. One additional space shall be required for each additional 25,000 square feet of gross floor area, or any portion thereof. The minimum loading space dimensions shall be 12 feet wide, 30 feet long, and 14 feet vertical clearance.

17.44.080 PARKING AND LOADING AREA DEVELOPMENT REQUIREMENTS

All parking and loading areas shall be developed and maintained as follows:

A. Surfacing. All driveways, parking and loading areas shall have a durable hard surface of asphaltic cement or concrete. Surface improvements shall conform to the following:

1. Paving Improvements. Paving shall comply with adopted Engineering Standards of The City of Sweet Home.

2. Timing. Unless modified by a variance or a site development review, or, bonded per City requirements, all driveways and off-street parking and loading areas shall be improved prior to occupancy of the primary structure.
3. Surfacing Options for Industrial Zone – The City Engineer may allow the use of a graveled parking area in the industrial zones, provided surface drainage is addressed per Engineering Standards and at least 20-feet of each access driveway connecting with a public street is paved.

B. Parking Spaces. Parking spaces shall be a minimum 9-feet wide and 20-feet in length. Up to 20% of the parking area may contain "compact spaces" with dimensions of 8.5-feet in width and 18-feet in length.

C. Driveways. The following standards shall apply to all driveways:

1. Single Family Residence, and Duplex Dwellings
   a. If one driveway is installed, no driveway width shall be less than 12 feet nor exceed 24 feet as measured at the property line. For lots or parcels exceeding 100-feet in width, the driveway width shall not exceed 36-feet.
   b. If more than one driveway is installed, for property with 50 to 100 feet of frontage, the maximum width for each driveway is 20 feet and no more than two driveways may be permitted. For frontage in excess of 100 feet, each additional 100 feet or fraction thereof shall be considered as separate frontage.
   c. Driveways shall be limited to off-street parking, and, the parking and storage of recreational vehicles.
2. Multi-Family, Commercial, Industrial and Public Uses
   a. Without adjacent parking (minimums):
      (i) One-way: 12 feet
      (ii) Two-way: 24 feet
   b. With adjacent parking:

Parking Angle	Driveway Width
0 to 40	12 feet*
41 to 45	13 feet*
46 to 55	15 feet*
56 to 70	18 feet*
71 to 90	26 feet

*One-way only driveways

   c. There shall be a minimum separation of 22 feet between all

driveways.

3. General Standards.

a. *Distance from intersection.* All driveways shall be located the maximum distance which is practical from a street intersection and in no instance shall the distance from an intersection be closer than the following measured from the nearest curb return radius, which is the nearest beginning point of the arc of a curb:

Local street	20 feet
Collector street	30 feet
Arterial street	40 feet

Where streets of different functional classification intersect, the distance required shall be that of the higher classification.

b. *Number of accesses permitted.* Access points to a public street shall be the minimum necessary to provide reasonable access while not inhibiting the safe circulation and street carrying capacity.

c. *Double frontage properties.* Properties which have frontage on more than one street may be restricted to access on the streets of a lower classification through site plan review or other review procedures.

d. *Joint access encouraged.* Common accessways at a property line shall be encouraged and, in some instances, may be required, in order to reduce the number of access points to street. Construction of common accessways shall be preceded by recording of joint access and maintenance easements.

e. *Maximum slope.* Access and approach grades shall not exceed 10% slope except as otherwise approved by the City Engineer.

f. *Access to state highways.* Access to designated state highways shall be subject to the provisions of this chapter in addition to requirements of the Highway Division, Oregon Department of Transportation. Where regulations of The City and state may conflict, the more restrictive requirement shall apply.

D. Screening. When any public parking or loading area is within or adjacent to a residential zone, such parking or loading area shall be screened from all residential properties with an ornamental fence, wall or hedge of at least 4 feet in height. The screening shall otherwise comply with applicable height limitations and clear vision requirements.

E. Lighting. Any light used to illuminate a parking or loading area shall be arranged to be directed entirely onto the loading or parking area, shall be deflected away from any residential use and shall not cast a glare or reflection onto moving vehicles on public rights-of-way.

F. Driveway Required. Groups of more than four parking spaces shall be so located and served by a driveway that their use will require no backing movements or maneuvering within a street right-of-way.

G. Traffic Safety. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrians and vehicular traffic on the site.

H. Curbing. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or a bumper rail at least 4" high, located a minimum of 3 feet from the property line, to prevent a motor vehicle from extending over an adjacent property or a street.

17.46 STORM DRAINAGE AND GRADING

17.46.010 PURPOSE

To provide for the drainage of surface water from all residential, commercial and industrial development; to minimize erosion; to reduce degradation of water quality due to sediments and pollutants in storm water runoff.

17.46.020 SCOPE

The provisions of this Chapter shall apply to all partitions, subdivisions, multi-family developments, commercial developments and industrial development; and to the reconstruction or expansion of such developments.

17.46.030 PLAN FOR STORM DRAINAGE AND EROSION CONTROL

No construction of any facilities in a development included in Chapter 17.90 shall be permitted until a storm drainage and erosion control plan, designed in accordance with The City's Engineering Standards, for the project is prepared by an engineer registered in the State of Oregon and is approved by The City. This plan shall contain at a minimum:

A. The methods to be used to minimize the amount of runoff, siltation, and pollution created from the development both during and after construction.

B. Plans for the construction of storm sewers, open drainage channels and other facilities which depict line sizes, profiles, construction specifications and other such information as is necessary for The City to review the adequacy of the storm drainage plans.

C. Calculations used by the engineer in sizing storm drainage facilities.

17.46.040 GENERAL STANDARDS

A. Design Standards. All development shall be planned, designed, constructed and maintained to:

1. Protect and preserve existing natural drainage channels to the maximum practicable extent;
2. Protect development from flood hazards;

3. Provide a system by which water within the development will be controlled without causing damage or harm to the natural environment, or to property or persons within the drainage basin;
4. Assure that waters drained from the development are substantially free of pollutants, through such construction and drainage techniques as sedimentation ponds, reseeding, phasing or grading;
5. Assure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development;
6. Avoid placement of surface detention or retention facilities in road rights-of-way.

B. Public Easements. In the event a development or any part thereof is traversed by any water course, channel, stream or creek, gulch or other natural drainage channel, adequate easements for storm drainage purposes shall be provided to The City. This shall not imply maintenance by The City.

C. Obstruction of Channel. Channel obstructions are not allowed except as approved for the creation of detention or retention facilities approved under the provisions of this Development Code and in compliance with City Engineering Standards.

D. City Inspection. Prior to acceptance of a stormwater system by The City, it shall be flushed and inspected by The City. All costs shall be borne by the developer.

17.46.050 GRADING

A. Grading Permits are required for the following activities and shall be subject to City of Sweet Home Public Works Standards.

1. Grading in excess of 50 cubic yards;
2. Grading potentially impacting, Riparian Areas, Drainage ways, Flood Hazard Areas or Greenways;
3. Grading that could possibly impact adjacent properties;
4. Grading proposed over public storm drains, sanitary sewers or water lines;
5. Grading requiring tree removal;
6. Other areas with potential impacts as determined by The City as part of a land use review;
7. Land partitions and subdivisions.

B. If the approved grading activity is associated with a building permit, a final grading inspection shall be required prior to issuance of certificate of occupancy.

17.48 UTILITY LINES AND FACILITIES

17.48.010 PURPOSE

To provide adequate services and facilities appropriate to the scale and type of development.

17.48.020 STANDARDS

A. Design and Location. The location, design, installation and maintenance of all utility lines and facilities shall be carried out with minimum feasible disturbances of soil and site.

B. Private Utilities. All development which has a need for electricity, gas and communications services shall install them pursuant to the requirements of the district or company serving the development. Except where otherwise prohibited by the utility district or company, all such facilities shall be underground.

C. Water Service Required. All development which has a need for public water shall install the facilities pursuant to the requirements of The City. Installation of such facilities shall be coordinated with the extension of necessary sanitary sewer services and storm drainage facilities.

D. Sanitary Sewer Required. All development which has a need for public sanitary sewers shall install the facilities pursuant to the requirements of The City. Installation of such facilities shall be coordinated with the extension of necessary water services and storm drainage facilities.

E. Street Lights. When required, the installation of street lights shall be pursuant to the requirements of The City Engineering Standards and the requirements of the utility company serving the development.

F. Easements, General. Easements shall be provided along property lines as deemed necessary by The City, special districts, and utility companies. Easements for special purpose uses shall be of a width deemed appropriate by the responsible agency. Such easements shall be designated on the final plat of all subdivisions and partitions.

17.48.030 PUBLIC FACILITY IMPROVEMENTS

All public facility improvements shall be designed and constructed in compliance with adopted City of Sweet Home Engineering Standards. The Director of Public Works (or designee) shall determine compliance with these standards. These standards are considered requirements and may not be altered pursuant to provisions in this Development Code.

17.50 SIGNS

17.50.010 PURPOSE.

A. The purpose of this chapter is to provide reasonable and necessary regulations for the design, construction, placement and maintenance of signs to protect the public health, safety and general welfare of the community. The regulations allow a variety of sign types and sizes. The sign standards are intended to allow for signs with adequate visibility to adjacent streets, but not necessarily to streets farther away.

B. The regulations for signs have the following specific objectives:

1. To ensure that signs are designed, constructed, installed and maintained to ensure public and traffic safety and enhance the appearance of The City;
2. To reflect and support the desired character and development patterns of the community;
3. To provide for adequate and effective signs without dominating the visual landscape;
4. To balance the needs of business with the desire to preserve and enhance the visual character of The City;
5. To allow clear visibility of traffic signs and signal devices, pedestrians, driveways, intersections and other necessary clear vision areas.

17.50.020 DEFINITIONS.

ABANDONED SIGN. A sign structure with a display surface associated with a use of a property that has ceased for a period of at least six months.

ALTERED. The modification of the size, shape, or height of a sign, including the replacement of the display surface materials with other comparable materials and the sign structure. This does not include normal maintenance and repair of an existing sign.

AWNING. A permanent roofed structure which may be free-standing or partially attached to a building for the purpose of providing shelter.

CLEARANCE. The distance measured from the highest point of the grade below the sign to the lowest point of the sign.

CURB LINE. The face of the curb that delineates the roadway line from block to block, excluding pedestrian and parking bulb outs.

DISPLAY SURFACE. The area made available by the sign structure for the purpose of displaying the message.

ERECT. To build, construct, attach, place, suspend or affix, including the painting of wall signs.

HEIGHT. The distance measured from the highest point of the natural grade below the sign to the highest attached component of the sign.

ILLUMINATED. A sign that contains or consists of lights or a light source including the following:

EXPOSED ILLUMINATION. A light source that is seen such as neon, fiber optics, LED, bare bulbs, or similar light sources.

EXTERNAL ILLUMINATION. An external light source directed to illuminate the exterior surface of the sign.

INTERNAL ILLUMINATION. A source of illumination from within a sign.

MARQUEE. A permanent roofed structure attached to and supported by the building and projecting over public property.

MURAL. Artwork on the inventory of and under the ownership of the Sweet Home Active Revitalization Effort (SHARE) - Mural Committee, a part of the Sweet Home Economic Development Group (SHEDG).

NATURAL GRADE. The elevation of the original or undisturbed natural surface of the ground.

NONCONFORMING SIGN. A sign lawfully existing at the time this chapter becomes effective which does not conform to the requirements of this chapter.

PERMANENT. Any sign intended to be used for a period greater than 60 days.

SIGN. Any object or device or part thereof that is used to advertise or identify an object, person, institution, organization, business, product, service, event or location by means including words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images.

SIGN STRUCTURE. Any structure which supports a sign.

WORK OF ART. A work made and\or valued primarily for an artistic rather than practical function.

17.50.030 GENERAL STANDARDS.

A. It is unlawful for any person to erect, repair, alter, relocate or maintain within The City, any sign except as provided in this chapter.

B. Signs shall not be attached to an approved sign without permits to ensure compliance with this chapter.

C. Signs, along with their supports, braces, guys, anchors and electrical equipment, shall be kept fully operable, in good repair and maintained in a safe condition.

D. The display surfaces of signs shall be kept clean and legible.

E. Signs which do not conform to this chapter but which existed and were maintained as of the effective date of the ordinance codified in this chapter shall be considered nonconforming signs.

F. Any nonconforming sign that is altered or relocated shall immediately comply with all provisions of this chapter.

G. Sign area includes the area within a perimeter enclosing the limits of words, pictures, graphics, logos, symbols, colors, motion, illumination or projected images used to advertise or identify an object. The area of a sign with no such perimeter or the area of a sign with irregular shape shall be computed by enclosing the surface area within a known geometric size or shape. The measurable area shall not include the essential sign structure, foundations, supports, pole covers, or decorative roofing provided there is no advertising copy, symbols or logos present.

17.50.040 DESIGN AND CONSTRUCTION

Signs shall be designed and constructed to comply with the provisions of this chapter and of building codes, as adopted in Title 15 for the use of materials, loads and stresses. Illuminated signs may require an electrical permit that must be obtained from the appropriate governmental agency, currently the Linn County Building Department.

A. All signs are subject to Sweet Home Building Inspection Program permit or a zoning permit, unless specifically exempted by this chapter.

B. Where a permit is required, construction documents shall include a site plan and show the dimensions, material and required details of construction, including loads, stresses and anchors.

C. Signs shall be designed and constructed for wind and seismic load and working stresses to meet building codes.

D. LED signs shall have photocell(s) that dim to 50% levels during the night hours.

E. Guy wires are permitted for support of a sign only in instances in which no other means of safe support exists.

F. Trusses and frames which support signs, excepting sandwich board signs, will be enclosed with the supporting structures constructed as a part of the continuation of the sign.

17.50.050 TYPES OF SIGNS

A. Awning Sign. Any sign that is displayed on or is a part of a fabric, metal or other structural awning material supported entirely from the exterior wall of a building.

B. Directional Sign. An on-premise sign designed to be read by a person already on the premises and used only to identify and locate an office, entrance, exit, telephone or similar place, service or route.

C. Double Faced Sign. When two display surfaces supported by the same sign structure are placed back-to-back, or the distance between each sign face does not exceed two feet at any point, the display surfaces shall be regarded as a single sign.

D. Flexible Sign. A windsock, flag, pennant, streamer, banner or similar sign or structure that identifies the building or the business and/or attracts attention to the business and is constructed of cloth, canvas or similar material.

E. Group Sign. A sign identifying a group of businesses located on the same property, such as a shopping center shall be considered independent of the permitted sign area for the individual businesses.

F. Household Sign. A sign placed at a ~~single-family~~ residence identifying the occupants.

G. Marquee Sign. A sign placed under a marquee or awning.

H. Projecting Sign. A sign that projects from and is supported by a wall of a building or structure and perpendicular or nearly perpendicular to the structure or wall.

I. Reader Board. A sign designed so that the message may be changed by removal or addition of specially designed letters that attach to the display surface of the sign.

J. Sandwich Board Sign. A temporary sign of A-frame construction, usually two sided, designed for placement on the sidewalk in front of a place of business.

K. Temporary Sign. Any sign, regardless of construction material, which is not permanently mounted.

L. Wall Sign. A display surface attached flat onto a building or structure.

M. Window Sign. A sign placed in or on a window or glass door in a building.

17.50.060 EXEMPTIONS

A. The following are not included as signs:

1. Flags of nations, states, and cities;
2. Window displays that are not signs;
3. Works of art.

B. Signs exempt from the Building Inspection Program permits include the following:

1. Signs painted directly on a structure. The Planning Office will issue a sign permit for these signs;
2. Signs erected by a transportation authority;
3. Signs that are replaced or are upgraded with no change to the frame or anchorage.

17.50.070 MARQUEE SIGNS

No part of a sign located under a marquee or awning shall project more than 12 inches below the marquee or awning and shall be at least eight feet above grade.

17.50.080 TEMPORARY SIGNS

A. Temporary signs in a residential zone must be removed within 60 days of being placed on a property.

B. Temporary signs may not be located on private property without consent of the property owner or their agent.

17.50.090 PROHIBITED SIGNS

No sign shall be constructed, erected or maintained that:

A. Intends to be, is an imitation of, or resembles an official traffic sign or signal;

B. By reason of its size, location, movement, content, coloring or manner of illumination:

1. May be interpreted as a traffic control device;
2. Blocks from view any traffic signal or street sign; or
3. May pose a hazard to pedestrians or vehicular traffic.

C. Is affixed to a utility pole;

D. Is affixed to a mural;

E. Is attached to or painted on vehicles visible from the right-of-way unless the vehicle

is used for transport in the normal day-to-day operations of a business;

F. Projects any sound that may create a safety hazard;

G. Shines directly into any adjacent residential quarters or onto vehicle drivers;

H. Obstructs any fire escape, window, door or opening used as a means of egress;

I. Prevents free passage from one part of a roof to any other part of the roof or any opening required for ventilation;

J. Substantially obstructs the view of a sign on adjoining property when viewed from a distance of 200 feet at any point four feet above the grade of the traffic lane closest to the street property line.

17.50.100 SIGNS IN RESIDENTIAL ZONES

In an R-l, R-2 and R-3 zones, the following signs shall be allowed:

A. A household sign not exceeding six inches by 18 inches in size per dwelling unit, is not illuminated and is located entirely within the property lines of the lot;

B. The maximum square footage of signs in a residential zone shall not exceed 60 square feet;

C. Neighborhood organizations may place signs on private property with owner approval, provided that the sign does not exceed 18 inches by 24 inches in size, and is not illuminated;

D. Commercial and professional uses and residential care facilities allowed in a residential zone may have one of the following principal signs:

1. One monument or ground-mounted sign with up to 32 square feet of sign area and a maximum of five feet in height, or
2. Signs attached to the structure not to exceed a maximum combined sign area of 12 square feet for each principal use in the building;

E. Multi-family dwellings and subdivisions may have two monument or ground-mounted signs up to a total of 32 square feet of sign area and a maximum of five

feet in height located at the principal entrances to the multi-family dwelling or subdivision;

F. A temporary sign shall not exceed six square feet in area;

G. A directional sign shall not exceed two square feet in area.

17.50.110 SIGNS IN COMMERCIAL AND INDUSTRIAL ZONES

A. The total square footage of signs for each property may not exceed an area equal to one square foot for each linear foot of public frontage of the property. Regardless of frontage, all properties are allocated at least 50 square feet of signage.

B. In addition to square footage authorized for each property based on public frontage, an additional square footage for each business, as identified by a current certificate of occupancy, located on that property, is authorized as follows:

1. If a business is located less than 50 feet from a public right-of-way, that business is allocated an additional 16 square feet of sign area, regardless of frontage.
2. If a business is located more than 50 feet but less than 100 feet from a public right-of-way, that business is allocated an additional 32 square feet of sign area, regardless of frontage.
3. If a business is located more than 100 feet but less than 200 feet from a public right-of-way, that business is allocated an additional 100 square feet of sign area, regardless of frontage.
4. If a business is located more than 200 feet from a public right-of-way, that business is allocated an additional 200 square feet of sign area, regardless of frontage.

C. A group sign, excluded from any square footage authorized, may not exceed an area equal to one square foot for each foot of public frontage of the property or 200 square feet, whichever is the least.

D. Temporary and flexible signage is not included in the allocated square footage on a property in these zones.

E. Signs in these zones may be illuminated.

F. Signs in the Central Commercial (C-l) zone must conform to the following standards:

1. Every sign must maintain a minimum horizontal distance between the sign and the curb line of not less than two feet;
2. A sign projecting more than two-thirds of the distance from the property line to the curb line shall have a minimum clearance of at least 12 feet;
3. A sign projecting less than two-thirds of the distance from the property line to the curb line shall have a minimum clearance of at least eight feet.

G. Signs in the Highway Commercial (C-2) and Recreational Commercial (RC) and Industrial(M) zones must conform with the following standards:

1. No sign shall be located so it will extend beyond the property lines;
2. Signs shall meet one of the following standards:
   a. The display surface of the sign must have a minimum clearance of 12 feet if located within five feet of the property line;
   b. If a display surface has a clearance of less than 12 feet, all parts of the sign shall be located a minimum of five feet behind the property line.

H. Signs in the Neighborhood Commercial (C-3) zone must conform with the following standards:

1. No more than one sign, not to exceed 25 square feet in area.
2. The sign shall be placed flat against the building.

17.50.120 SIGNS ON PUBLIC PROPERTY

A. The City or another public agency sign shall be allowed to be erected, installed, replaced, or maintained in or on any public property, including streets.

B. Temporary signs may not be located in public rights-of-ways, except as allowed by this section:

1. Flexible signs in existing pole hole locations in sidewalks, or as approved in the future by the appropriate jurisdiction, as long as the display surface does not exceed 12 inches in width, three feet in length, and is not located in an area that will block the view of vehicular or pedestrian traffic;

2. In the Central Commercial zone, sandwich board signs may be placed on the sidewalk as long as they do not exceed six square feet in size, three feet in height, and are not located in an area that will block the view of vehicular or pedestrian traffic. Placement of a sandwich board must maintain a clear pedestrian passage area of at least four feet for Americans with Disabilities Act passage clearance. Placement should take into consideration curb parking and the ability to open car doors.

C. Banners for special events may be placed over rights-of-ways at locations with permanent attachments with approval of the jurisdictions having authority of the right-of-way and the structure where the banner will be attached.

17.50.130 SPECIAL SIGNS

Signs that either do not lend themselves to the ordinary processes of measurement because they are integrated into the design of the building structure or signs designed for a special purpose that makes strict application to this chapter difficult may be permitted as a conditional use when the Planning Commission finds such signs conform with the intent of this chapter and are appropriate to the type of development or structure to which they are related.

17.50.140 ENFORCEMENT

A. All required permits must be obtained prior to placement of the sign.

B. Signs that do not comply with this chapter or that are abandoned are declared a nuisance and The City may cause the removal of the sign.

C. The City may use Chapter 8.04.020 for the abatement procedures for this Chapter.

D. If the owner of the sign, or the owner of the premises upon which the sign was located, does not pay the costs of removal, The City may dispose of the sign.

17.50.150 INTERPRETATION

Where the conditions imposed by any provision of this chapter are less restrictive than comparable conditions imposed by any other applicable codes, the provisions which are more restrictive shall govern.

17.50.160 VARIANCES - SIGNS

Any allowance for signs not complying with the standards set forth in these regulations shall be by variance. Variances to Chapter 17.50 shall be processed according to the variance procedures in Chapter 17.106; **however**, the variance request shall be subject to the following criteria:

A. There are unique circumstances of conditions of the lot, building or traffic pattern such that the existing sign regulations create an undue hardship;

B. The requested variance is consistent with the purpose of the Section as stated in Chapter 17.50.010; and

C. The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to the business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this Chapter.

D. The granting of the variance shall not decrease traffic safety nor detrimentally affect any other identified items of public welfare.

E. The variance will not result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, franchise store signs) shall not be listed or considered as a reason for a variance.

F. The variance request shall not be the result of a self-imposed condition or hardship.

17.52 FENCING AND SCREENING

17.52.010 PURPOSE

Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access, lessen solar access, hinder the safe movement of pedestrians and vehicles, and create an unattractive appearance. These standards are intended to promote the positive aspects of fences and to limit the negative ones.

For purposes of this Chapter, "front yard" means a yard extending across the full width of a lot or parcel of land and extending from the front lot line to the entire actual front building line or shall be the same as the respective front setbacks required by the underlying zone, whichever is less. The following standards shall apply to all fences, hedges, and walls.

17.52.020 GENERAL STANDARDS

Construction of fences and walls shall conform to all of the following requirements:

A. Permits Required. No person shall construct or reconstruct any fence or wall without first obtaining a permit.

B. Clear Vision Areas. All fences, hedges, and walls adjacent to a roadway intersection shall comply with clear vision requirements.

C. Land Use Approval. The Planning Commission may require installation of walls and/or fences as a condition of development in a land use approval. When so conditioned by a land use action, no further land use review is required for the fence or wall.

D. Measuring Fence Height. Fence height shall be measured from the average height of the grade adjacent to where the fence is to be located. If a fence is to be constructed on top of a berm, the height shall be measured from the bottom of the berm. Where the natural grade changes (i.e., hillside or swale) the fence, hedge, and wall height shall change with the grade.

E. Temporary Fences. A temporary fence may be constructed with wire, rolled plastic, wood or other suitable material as determined by the City Manager or designee. The City Manager or designee shall establish the time duration for a temporary fence not to exceed 12 months. All temporary fences, prior to installation, must first have the approval of the City Manager or designee.

F. Hedges. Hedges located within five feet of a property line abutting a street shall not exceed a maximum height of three and one-half feet.

G. Gates. Gates shall not open or swing into public right-of-way.

17.52.030 MATERIALS

Fences and walls shall comply with the materials standards set forth in this subsection.

A. Fences. Fences shall be constructed of materials specifically designed and manufactured for fencing purposes, including, but not limited to, wood, wrought iron, vinyl, aluminum, and chain link (with a top rail support). Materials not specifically designed as fencing material, include, but are not limited to, corrugated cardboard, corrugated metal, plywood, wooden pallets, concrete rubble, and junked material, are prohibited.

B. Walls. Walls shall be constructed of materials specifically designed and manufactured for use as walls, including, but not limited to, masonry, rock, concrete, concrete block, or other similar materials.

C. Hazardous Materials. Fences and walls shall not be constructed of or contain any material that will do bodily harm, such as electric or barbed wire, broken glass, spikes, or any other hazardous or dangerous materials, except as follows:

1. Barbed wire is permitted on top of a six-foot tall fence in the industrial (M) zone. The total height of the fence and barbed wire is limited to seven feet. Barbed-wire-only fences are prohibited except as allowed in subsection “a.” below:
    a. Livestock Containment. Where cattle, sheep, horses or other livestock are permitted or existed when the property was annexed to The City, barbed wire is permitted when used to contain or restrict livestock provided that the fences are posted at 15-foot intervals with clearly visible warnings of the hazard.

2. Above ground electrically charged fences are only permitted when used to pasture or control livestock, for farming or other similar agricultural uses in zones where such uses are permitted and when the following standards can be met:
   a. On boundary fences, the electrically charged wires shall be located on the inside face of the fence posts;
   b. The electrically charged fence shall not exceed four feet in height;
   c. The electrically charged fence shall be a pulsed charge system, and not a continuous charge system; and
   d. Warning signs stating, “Warning, Electric Fence” shall be posted at intervals not less than 15 feet.

17.52.040 LOCATION AND HEIGHT - RESIDENTIAL ZONES

Residential Zoning Districts (R-1, R-2, R-3, MU). The maximum height of a fence and wall within residential zoning districts shall be as follows:

A. Fences and Walls

1. Front Yard Abutting Street. Fences and walls within a front yard abutting a street shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
2. Side and Rear Yards Abutting Street.
   a. Fences and walls located less than three feet from a street property line shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
   b. Fence and walls located more than three feet from the street property line shall not exceed a maximum height of seven feet.
3. Interior Side and Rear Yards. Fences and walls located at a property line not abutting a street shall not exceed a maximum height of seven feet.
4. Through lots. Fences and walls shall be constructed in accordance with the front setbacks required by underlying zone on both streets.
5. Flag lots. On flag lots, the maximum height of a front yard fence or wall shall not exceed seven feet, provided the front yard of the flag lot is abutting interior side or rear yards on all sides.
   a. Fences and walls located in the portion of the pole that abut a front or corner side yard (i.e. from the street property line to the front

building line of the adjacent property, or respective front setbacks required by underlying zone, whichever is less) shall not exceed a maximum height of three and one half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).

17.52.050 LOCATION AND HEIGHT – NON-RESIDENTIAL ZONES

The maximum height of fences and walls within the commercial and industrial zones, shall be as follows.

A. *Yards Abutting Street*
   1. Fences and walls located less than five feet from a street property line shall not exceed a maximum height of three and one-half feet when constructed with solid materials (i.e. wood fence) or four feet when constructed with open material (i.e. chain-link fence).
   2. Fences and walls located more than five feet from the street property line shall not exceed a maximum height of seven feet.

B. *Interior Side and Rear Yards*. Fences and walls located at a property line not abutting a street shall not exceed a maximum height of seven feet.

C. *Barbed Wire*. Barbed Wire may be used in the City Limits.

17.52.060 PLACEMENT OF FENCING ON PUBLIC RIGHTS-OF-WAY OR EASEMENTS

Fences may be constructed on public rights-of-way and/or easements subject to certain restrictions. Construction of fences on public rights-of-way or easements requires permission from the appropriate public agency. The City allows placement of fences on public rights-of-way and certain easements, provided that action does not impair The City's ability to address its public functions and the permit holder agrees to remove the fence upon request.

17.52.070 PATHWAY FENCING

A. When residential construction includes a pathway or walkway intended to be constructed adjacent to these pedestrian type features, the Applicant shall install along the full length of the property frontage intersecting or encountering these features, a fence composed of metal, rock or vinyl material with the supporting wood treated posts placed on an adequate concrete footing. Pathway or walkway type fencing shall be installed in such a fashion as to provide better visibility from

adjacent homes or buildings and to assure public safety and avoid a tunneling effect associated with tall fences bordering narrow pathways.

B. See-through pathway fencing shall not exceed five feet in height and solid fencing shall not exceed four feet in height the length of the property frontage intersecting or encountering the pathway, walkway or greenbelt.

17.52.080 FENCES REQUIRED FOR SIGHT-OBSCURING PURPOSES

A. Sight obscuring fences shall be constructed of an aluminum mesh fencing with slats or other solid non-vision-type fencing of such design and material that will retain its attractiveness with nominal maintenance.

B. The following uses are declared to require sight obscuring fences: junkyards, wrecking yards, equipment or vehicle salvage storage yards, auction blocks, lumberyards, sanitary landfills, recycling collection stations and other uses determined to be similar in nature to the aforementioned as determined by the community and economic development director or designee.

17.52.090 FENCE ADVERTISING OR SIGNAGE

A. Except as noted in item “B.”, no signage may be installed on fencing except for advisory purposes (such as “no trespassing”) consistent with the sign code provisions in this Development Code. No such sign shall exceed two square feet and no such sign shall be located closer than 20 feet from any other sign posted on the same fence.

B. Signs may be placed on the interior side of fences delineating athletic fields, such as the outfield fence at a baseball park.

17.52.100 SWIMMING POOL FENCING

All swimming pools shall be enclosed by a locking fence of at least six (6) feet in height. An existing structure or structures may be incorporated into the fence design.

17.54 LANDSCAPING

17.54.010 PURPOSE

A. Landscaping Guidelines. To guide the planting and maintenance of landscaping materials.

B. Appearance. To enhance the appearance of The City, provide areas for outdoor recreation and to:

1. Provide shade and windbreaks where appropriate to conserve energy in building and site design;
2. Buffer and screen conflicting land uses;
3. Provide for the landscaping of parking areas to facilitate vehicular movement and break up large areas of impervious surface.
4. Promote public safety through appropriate design principles.

C. Erosion Control. To prevent or reduce erosion potential on steep terrain by providing appropriate landscape materials.

17.54.020 SCOPE

A. Landscaping Required. All construction, expansion, or redevelopment of structures or parking lots for commercial, multi-family, or industrial uses shall be subject to the landscaping requirements of this Section. No building permit shall be issued for new construction or for additions to existing buildings without compliance with this Section.

B. Plan Submittal. With the exception of land divisions, landscaping plans shall be submitted for all Type II and Type III land use applications.

17.54.030 MINIMUM AREA REQUIREMENTS

Landscaped areas may include landscaping around buildings; in open spaces and outdoor recreation areas; in islands and perimeter planting areas in parking and loading areas; and in areas devoted to buffering and screening as required in this Section and elsewhere in this Code. The following area requirements shall be the minimum areas devoted to landscaping:

A. Multi-Family Developments. A minimum of 25% of the gross land area shall be devoted to landscaping in multi-family developments. Interior courtyards, atriums, solar greenhouses and roof gardens may be included with general landscaped areas in the calculation of this percentage.

B. Mixed Used Developments. A minimum of 15% of the gross land area shall be devoted to landscaping in mixed use combining commercial and residential development. Otherwise, single uses in the MUE zone are subject to the landscaping requirements for that type of use.

C. Commercial Developments. Except for land in the C-1 zone, a minimum of 10% of the gross land area shall be devoted to landscaping in commercial developments.

D. Industrial Developments. A minimum of 10% of the gross land area shall be devoted to landscaping in industrial developments.

E. Expansions. For expansions of existing developments and parking lots, the minimum new landscaped area shall be determined by: first calculating the percentage of the increase of total floor area or parking area; multiplying the gross site area by this percentage of increase; multiplying the resulting area by the minimum percentage for the type of development, as noted above.

17.54.040 GENERAL PROVISIONS

A. Landscaped Area. For purposes of satisfying the minimum requirements of this Code, a "landscaped area" must be planted in lawn, ground cover plants, shrubs, annuals, perennials or trees, or desirable native vegetation, or be used for other landscape elements as defined in this Code.

B. Submittal Requirements. A submitted landscaping plan shall include the following:

1. Type, variety, scale and number of plants used;
2. Placement and spacing of plants;
3. Size and location of landscaped areas;
4. Contouring, shaping and preparation of landscaped areas;
5. Use and placement of non-plant elements within the landscaping.
6. Method of irrigation.
7. Significant Trees.

a. The existing significant trees identified by their common names, along with the size of such significant trees. Existing significant trees shall include any trees which were removed within the one-year period prior to the date the application was first submitted.
b. Which significant trees are proposed to be removed or have been removed within the past year.
c. Which significant trees are to be left standing and what steps will be taken to protect and preserve those trees.
d. Location, size and type of replacement trees proposed to be added, if any.
e. As used herein, "significant trees" are trees having a height of more than fifty (50) feet and/or having a trunk whose diameter is more than twelve (12) inches at ground level.
f. The above provisions include and apply to all significant trees located on the subject property or on any adjacent public right-of-way

C. Existing Vegetation. The landscape design shall incorporate existing significant trees and vegetation preserved on the site.

17.54.050 PLANTING AND MAINTENANCE

A. Planting Height. No sight-obscuring plantings exceeding 30 inches in height shall be located within any required vision clearance area.

B. Plant Materials. Plant materials shall not cause a hazard. Landscape plant materials over walks, pedestrian paths and seating areas shall be pruned to a minimum height of eight feet. Landscape plant materials over vehicular traffic areas shall be pruned to a minimum height of 15 feet.

C. Utility Interference. Landscape plant materials shall be selected which do not generally interfere with utilities above or below ground.

D. Installation. Landscape plant materials shall be properly guyed and staked to current industry standards as necessary. Stakes and guy wires shall not interfere with vehicular or pedestrian traffic.

E. Suitability. Plant materials shall be suited to the conditions under which they will be growing. As an example, plants to be grown in exposed, windy areas that will not be

irrigated should be sufficiently hardy to thrive under these conditions. Plants should have vigorous root systems, and be sound, healthy, free from defects, diseases, and infections.

F. Deciduous Trees. Deciduous trees should be fully branched, have a minimum caliper of 1 1/4 inches, and a minimum height of 8-feet at the time of planting.

G. Evergreen Trees. Evergreen trees shall be a minimum of 6 feet in height, fully branched at time of planting.

H. Shrubbery. Shrubs shall be supplied in a minimum 1-gallon containers or 8-inch burlap balls with a minimum spread of 12 to 15 inches.

I. Ground Cover. Ground cover plants shall be spaced in accordance with current nursery industry standards to achieve covering of the planting area. Rows of plants are to be staggered for a more effective covering. Ground cover shall be supplied in a minimum 4-inch size container or a 2 ¼-inch container or equivalent if planted 18 inches on center.

J. Irrigation. All developments are required to provide appropriate methods of irrigation for the landscaping. Sites with over 1,000 square feet of landscaped area shall be irrigated with automatic sprinkler systems to insure the continued health and attractiveness of the plant materials. Sprinkler heads shall not cause any hazard to the public. Irrigation shall not be required in wooded areas, wetlands, floodplains, or along natural drainage channels or stream banks.

K. Re-planting. Trees or shrubbery which die-off shall be replaced with a new plant of the same or similar type. Replacement is ultimately the responsibility of the property owner.

L. Maintenance. Landscaping shall be continually maintained. Appropriate methods of care and maintenance of landscaped plant material shall be provided by the owner of the property.

M. Plant Protection. Landscape plant material shall be protected from damage due to heavy foot traffic or vehicular traffic by protective tree grates, pavers or other suitable methods.

17.56 YARD AND LOT STANDARDS

17.56.010 NEW BUILDINGS SHALL BE ON A LOT

Every building erected shall be located on a lot as herein defined.

17.56.020 YARDS APPLY ONLY TO ONE BUILDING

No required yard or other open space or required driveway provided around or for any building or structure for the purpose of complying with the provisions of this Development Code shall be considered as providing a yard or open space for any other building. No yard or other required space on an adjoining lot shall be considered as providing a yard or open space on the lot whereon the building is to be erected.

17.56.030 FRONT YARD PROJECTIONS

The following features, when not more than one story high, may project into the front yard setback area, provided the projection shall come no closer than 10 feet from the property line: planter boxes, chimneys and flues, steps, cornices, eaves, gutters, belt courses, leaders, sills, pilasters, lintels, and other ornamental features, uncovered porches, covered but unenclosed porches.

17.56.040 SIDE YARD PROJECTIONS

A. Cornices, eaves, gutters and fire escapes may project into a required side yard not more than one-third of the width of the required side yard.

B. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features may project not more than 1.5 feet into a required side yard, provided the chimneys and flues shall not exceed 6 feet in width.

C. Uncovered decks and patios attached to the main building, and no more than 3-feet in height when measured directly beneath the outside edge of the deck or patio, may be extended to the side yard property line. This provision shall exclude street side yards.

17.56.050 REAR YARD PROJECTIONS

A. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, gutters and other ornamental features, may project not more than 1.5 feet into a required rear yard, provided the chimneys and flues shall not exceed 6 feet in width.

B. A fire escape, balcony, outside stairway, cornice or other unenclosed, unroofed projections may project not more than 5 feet into a required rear yard.

C. The following features, when not more than one story high, may project into the rear yard setback area: planter boxes, chimneys and flues, steps, cornices, eaves, gutters, belt courses, leaders, sills, pilasters, lintels, and other ornamental features, uncovered porches, covered but unenclosed porches.

D. No permitted projection into a required rear yard shall extend within 10-feet of the center line of an alley or within 5-feet of a rear lot line if no alley exists.

17.56.060 VISION CLEARANCE

A clear vision area shall be maintained where streets and private points of access intersect. The clear vision area shall conform to the following:

A. Measurement. A clear vision area at an intersection shall be the triangular area established according to the following procedure:

1. A line extending a certain number of feet from the intersection along a public street right-of-way;
2. A line extending a certain number of feet from the intersection along the intersecting access;
3. A third line that creates the triangular clear vision area by connecting the ends of the lines described in 1. and 2., above.

B. Street-Driveway. The clear vision area for a street-driveway intersection shall be 10 feet along the driveway from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the driveway.

C. Street-Alley. The clear vision area for street-alley intersections shall be 10 feet along the alley from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the alley.

D. Street-Private Access Easement. The clear vision area for street-access easement intersections shall be 10 feet along the access easement from its intersection with the street right-of-way and 20 feet along the street right-of-way at the point of intersection with the access easement.

E. Corner Lots (Street-Street Intersection). The clear visions area for corner lots shall be 20 feet along the right-of-way of each intersecting street.

F. Prohibited Development. A clear vision area shall contain no planting, fence, wall, structure, or temporary or permanent obstruction exceeding 36 inches in height, measured from the top of the curb or, where no curb exist, from the established street centerline grade, except that the following may be allowed in the clear vision area:

1. Trees, provided all branches and foliage are removed to a height of eight feet above grade;
2. Telephone, power, and cable television poles; and
3. Telephone switch boxes provided they are less than ten inches wide at the widest dimension.

G. Exemption. Clear visions areas shall not be required at intersections containing traffic signals.

17.58 LAND DIVISIONS

17.58.010 PURPOSE

The purpose of this Chapter is to provide for the orderly, safe and efficient division of land within The City.

17.58.020 SCOPE

The provisions of this Chapter shall apply to all partitions and subdivisions within The City of Sweet Home. The following shall determine the appropriate process and design standards:

A. Partition. A land division creating two or three parcels within a calendar year shall be processed as a Partition and subject to the design and improvement standards for a Partition.

B. Subdivision. A land division creating four or more lots within a calendar year shall be processed as a Subdivision and subject to the design and improvement standards for a Subdivision.

C. Serial Partition. If a Partition results in the creation of a large parcel that can be subsequently divided so that there is the potential to create more than three parcels from the original, the request shall be processed as a Subdivision and subject to the design and improvement standards for a Subdivision.

17.58.030 STANDARDS FOR LOTS OR PARCELS

The following standards shall apply to all partitions and subdivisions.

A. Minimum Lot Area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. Access easements, or the access strip to a flag lot, shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Development Code.

B. Lot Width and Depth. The depth of a lot or parcel shall not be more than three times the width. Lots or parcels created for commercial, industrial or public uses shall be exempt from width to depth ratio provisions.

C. Access. All new lots or parcels shall access a public street. Except that, residential lots or parcels may be accessed by a private access easement developed in accordance with the provisions of Chapter 17.42 when it is determined that a public street access is:

1. Infeasible due to parcel shape, terrain, or location of existing structures;
2. Unnecessary to provide for the future development of adjoining property.
3. No more than 10% of the lots within a subdivision may be accessed by a private street or private access easement.

D. Flag Lots. Flag lots shall be subject to the following development standards:

1. The access strip shall be a minimum of 20 feet in width. The improved surface shall be a minimum of 14 feet in width.
2. The access strip shall not be included in the lot area calculation.
3. If the length of the access strip exceeds 150 feet, the parcel or lot shall include a turn-around area per applicable fire district requirements.

E. Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from traffic arteries, adjacent non-residential activities, or to overcome specific disadvantages of topography. Screening or buffering, pursuant to the provision of Chapter 17.54, may be required during the review of the land division request.

F. Lot Side Lines. The side lines of lots, as far as practicable, shall run at right angles to the public street, private street or private access easement upon which the lot or parcel faces.

G. Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Easement width shall conform to adopted Engineering Standards.

17.58.040 ADDITIONAL STANDARDS FOR SUBDIVISIONS

A. General. The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic - including pedestrian and bicyclist - and recognition of limitations and opportunities of topography.

B. Sizes. Blocks shall not exceed 1,000 feet in between street lines with a preferred length of 500 feet. Exceptions are permitted for blocks adjacent to arterial streets, or, if the previous development pattern or topographical conditions justify a greater length. The recommended minimum distance between collector street intersections with arterial streets is 1,800 feet.

C. Traffic Circulation. The subdivision shall be laid out to provide safe, convenient, and direct vehicle, bicycle and pedestrian access to nearby residential areas; neighborhood activity centers (e.g., schools and parks); shopping areas; and employment centers; and provide safe, convenient and direct traffic circulation. At a minimum, "nearby" means the distance from the subdivision boundary – 1/4 mile for pedestrians, and one mile for bicyclists.

D. Connectivity. To achieve the objective in "C. Traffic Circulation" above, The City may require the following:

1. Stub-end Streets: Where the potential exists for additional residential development on adjacent property. The City may require reserve strips and streets plugs to preserve the objectives of street extensions.
2. Accessways: Public accessways to provide a safe, efficient and direct connection to cul-de-sac streets, to pass through oddly shaped or blocks longer than 600-feet, to provide for networks of public paths creating access to nearby residential areas, neighborhood activity centers (e.g., schools and parks); shopping areas; and employment centers.

E. Collector and Arterial Connections. Accessway, bikeway, or sidewalk connections with adjoining arterial and collector streets shall be provided if any portion of the site's arterial or collector street frontage is over 600 feet from either a subdivision access street or other accessway. The placement of an accessway may be modified or eliminated if natural features (e.g., adverse topography, streams, wetlands) preclude such a connection.

F. Design Standards. Pedestrian/bicycle accessways shall meet the following design standards:

1. Minimum dedicated width: 10 feet
2. Minimum improved width: 8 feet
3. The accessway shall be designed to prohibit vehicle traffic.

17.58.050 IMPROVEMENT REQUIREMENTS - PARTITION

During the review of partition proposals, The City shall require, as a condition of approval, the following improvements:

A. Private Access. Where included, private driveways serving flag lots, or private easements shall be surfaced per the requirements of this Development Code.

B. Street Frontage Improvements. The following improvements shall be required:

1. Consistent with the adopted transportations plans, sufficient land shall be dedicated to establish the appropriate right-of-way width.
2. If the street frontage of the subject property is less than or equal to 250 feet and does not connect to existing improvements, the applicant shall sign a non-remonstrance agreement with The City of Sweet Home. This agreement shall stipulate that the applicant, or future property owner, will agree to participate in right-of-way improvements. The agreement may include provisions for the following: street paving, curbing, sidewalks, water lines, storm sewer facilities and sanitary sewer facilities. The agreement shall be recorded at the County Clerk's Office at the time of the recording of the final plat.
3. If the street frontage of the subject property exceeds 250 feet, or extends an existing dedicated right-of-way, the applicant shall improve the following:
   a. Public streets upon which the property fronts to public standards, including: surfacing from center line to curb, installation of curbing, storm sewers, sanitary sewers, water lines and other necessary public utilities per approved master plans. Where a master plan has not been adopted, the developer shall enter into a non-remonstrance agreement consistent with item (B)(2), above.
   b. Sidewalks, meeting City standards, along public street frontage. Sidewalk construction may be deferred until such time a building permit is issued.
   c. The installation of storm sewers, sanitary sewers, water lines and other utilities necessary to serve parcels accessing off of the new street.

C. Public Facilities. Sewer, Water, and Storm Drainage facilities may be required on and adjacent to the project. The developer shall submit engineering plans or facility improvement plans to The City for review. The plans shall address the required

improvements contained in this Article, and any conditions of approval, and shall conform with City Engineering Design Standards. The plans shall be reviewed and approved prior to the recording of the final partition plat.

D. Completion Requirements. All required improvements shall be completed prior to the issuance of any building permits for the subject property. Alternatively, improvements required under this Section may be assured through a performance bond or other instrument acceptable to The City prior to the approval of the final plat of the partition.

17.58.060 IMPROVEMENT REQUIREMENTS - SUBDIVISION

A. Improvements. The following improvements shall be required for all subdivisions:

1. Frontage Improvements. Half-street improvements designed to The City's Engineering Standards shall be required for all public streets on which a proposed subdivision fronts. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as The City shall determine to be reasonably necessary to serve the development or the immediate neighborhood.
2. Project Streets. Streets within the subdivision shall be constructed as required by City Engineering Standards.
3. Monuments. Monuments shall be established as required by the Engineering Design Standards.
4. Surface Drainage and Stormwater System. Drainage facilities shall be provided within the subdivision and to connect the subdivision drainage to drainageways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall be constructed in accordance with the Engineering Design Standards. In the circumstance where existing stormwater lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.
5. Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided conforming to Engineering Design Standards. The City may require that the developer construct sewage lines of a size in excess of that necessary to adequately service the development in question, where such facilities are or will be necessary to serve the entire area within which

the development is located when the area is ultimately developed. The City may also require that the construction take place as an assessment project with such arrangement with the developer as is desirable to assure his share of the construction. In the circumstance where existing sanitary sewer lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.

6. Water System. Water lines with valves and fire hydrants serving the subdivision and connecting the subdivision to The City mains shall be installed in conformance with the Engineering Design Standards. The design shall take into account provisions for extension beyond the subdivision to adequately grid The City system and to serve the area within which the development is located when the area is fully developed. However, The City will not expect the developer to pay for the extra cost of mains exceeding eight inches in size. In the circumstance where existing water lines are adjacent to or within the project, a system development charge is required in accordance with The City's adopted System Development Charge ordinance.
7. Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision. Sidewalks shall be constructed at time of development of the subdivision.
8. Street Lights. The installation of street lights is required at locations, and of a type required by City standards.
9. Street Signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by The City and shall be of a type required by City standards.
10. Other Requirements:
    a. Curb cuts and driveway installations are not required of the developer at the time of development, but if installed, shall be according to The City standards.
    b. Street tree planting is not required of the developer, but, if planted, shall be according to City requirements and of a species compatible with the width of the planting strip and underground facilities. At least one tree will be located in the planting strip. An additional tree shall be planted either in the planting strip or yard adjacent to the street or streets. Trees must be planted and viable prior to occupancy.

B. Completion of Improvements. All improvements required under this Chapter shall be completed to City standards, or assured through a performance bond or other

instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision. In no case shall the bond exceed 5% of the remaining project improvements as determined by the City Engineer.

17.58.070 IMPROVEMENT PROCEDURES

In addition to Engineering Design Standards, improvements installed by a developer for any land division, either as a requirement of these regulations or the developer's option, shall conform to the requirements of this Development Code, the improvement standards and specifications adopted by The City, and shall be installed in accordance with the following procedures:

A. City Approval Required. Improvement work shall not commence until plans are approved by The City. All plans shall be prepared in accordance with requirements of The City.

B. Notification. Improvement work shall not commence until The City has been notified in advance; and, if work has been discontinued for any reason, it shall not be resumed until The City has been notified.

C. Inspections. Improvements shall be constructed under the inspection and to the satisfaction of the Public Works Director or designee. The City may require changes in typical street sections and improvements if unusual conditions arise during construction to warrant such changes.

D. Installation of Utilities. All underground utilities, sanitary sewers, and storm drains installed by the developer shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed to a length eliminating the necessity for disturbing the street improvements when service connections are made.

E. As-Built Drawings. A map or plan showing all public improvements as built shall be filed with the Department of Public Works upon completion of the improvements.

17.60 PLANNED DEVELOPMENT (PD)

17.60.010 PURPOSE

The purpose of Planned Development regulations is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Developments are intended to allow substantial flexibility in planning and designing a proposal. This flexibility often is in the form of relief from compliance with conventional zoning ordinance site and design requirements. This flexibility must result in a development that is better planned, contains more amenities, and ultimately more desirable to live in than one produced in accordance with typical subdivision controls.

While greater density or more lenient siting requirements may be granted, the Planned Development should contain features not normally required of traditional developments. This requires greater scrutiny on the part of The City to assess a proposal. To realize these objectives and enable thorough analysis of a Planned Development, more information is demanded about the proposal than would be required if development were being pursued under conventional subdivision requirements.

17.60.020 OBJECTIVES

Through proper planning and design, each Planned Development should include features which further, and are in compliance with, the following objectives:

A. To design developments that are architecturally and environmentally innovative, and that achieves better utilization of land than is possible through strict application of standard zoning and subdivision controls.

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B. To encourage land development that, to the greatest extent possible, preserves natural vegetation, respects natural topographic and geologic conditions, and refrains from adversely affecting flooding, soil, drainage, and other natural conditions.

C. To combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of different land uses in an innovative and functionally efficient manner.

D. To provide for abundant, accessible, and properly located open and recreation space.

E. To ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction.

F. To enable land developments to be completely compatible and congruous with adjacent and nearby land developments.

17.60.030 OWNERSHIP

The site of the Planned Development must be under single ownership and/or unified control.

17.60.040 USES PERMITTED – RESIDENTIAL ZONES

Planned Developments within the R-1, R-2 and R-3 zones shall be limited to the following uses:

A. Residential Uses.

B. Recreational facilities including, but not limited to, tennis courts, swimming pools, and playgrounds.

C. Open space.

D. Schools, libraries, community halls, and churches.

E. Offices, buildings, and facilities required for the operation, administration, and maintenance of any Planned Development and for recreation purposes, such as golf courses, recreation rooms, and vehicle storage areas.

F. Commercial uses identified as permitted uses in the C-1 Zone provided:

1. Commercial establishments shall be designed to be an integral part of the general plan of development for the Planned Development and provide facilities related to the needs of the prospective residents.
2. Commercial establishments and their parking areas shall not occupy more than one-half (1/2) acre per fifty (50) dwelling units.
3. Commercial establishments will be located, designed, and operated to

efficiently serve frequent trade and to serve the needs of persons residing in the Planned Developments.

4. Commercial establishments will not, by reason of their location, construction, or operation, have adverse effects on residential uses within or adjoining the district, or create traffic congestion or hazards to vehicular or pedestrian traffic.

17.60.050 USES PERMITTED – OTHER ZONES

Planned Developments located within the zones not identified in Chapter 17.60.040 shall be limited to any uses identified within the respective zone.

17.60.060 DEVELOPMENT REQUIREMENTS

Planned Developments shall comply with the following requirements:

A. Relationship to Standards of the Underlying Zoning District. In cases of conflict between standards of the underlying zone and the Planned Development provisions, the Planned Development provisions shall apply.

B. Minimum Site Area. If the Planned Development will result in common open space being privately maintained, the Planned Development shall contain sufficient area to provide a minimum of fifty (50) residential units based on the density requirements of this Section.

C. Site Adaptation: To the maximum extent possible, the plan and design of the development shall assure that natural or unique features of the land and environment is preserved.

D. Residential Density: Permitted dwelling density of development in all Planned Developments shall be determined in accordance with the following procedures:

1. Determine total gross site area (G.S.A.)
2. Multiply the G.S.A. by .85 to determine the Net Site Area (N.S.A.).
3. Deduct from the N.S.A. any proposed commercial areas or nonresidential uses to determine Net Developable Site Area (N.D.S.A). Open space areas and hillside areas which will be in open space areas are not required to be deducted.
4. Determine maximum density of development in accordance with the

applicable method below:

a. R-1 Zone: Multiply NDSA by 6 units per acre.
b. R-2 Zone: Multiply NDSA by 10 units per acre.
c. R-3 Zone: Multiply NDSA by 16 units per acre.

Note: each duplex counts as one unit.

E. Lot Area. Except as otherwise required by these provisions, the minimum lot area, width, frontage, and yard requirements otherwise applying to individual buildings in the zone in which a Planned Development is proposed do not apply within a Planned Development.

F. Lot Arrangement: All residential buildings shall be located adjacent to an open space area, recreational area or recreational facility. If direct access to these areas is not provided for each residential building, then a walkway or sidewalk accessing such facilities shall be located no more than 200-feet from any residential building.

G. Housing Types. With the exception of manufactured homes, there are no restrictions as to housing types, provided, multiple family units shall be limited to no more than 10% of the total housing units in the R-1 zone, 30% of the units in the R-2 zone; and, 30% of the units in the R-3 zone.

H. Structure Setback Provisions: Yard setbacks for lots on the perimeter of the project shall be a minimum of 20-feet. Detached structures on individual lots shall maintain a minimum front, side or rear yard setback of five feet. A minimum yard setback of 20-feet shall be required for any garage structure whose opening faces onto a public street. Otherwise, the minimum setbacks of the underlying zone do not apply.

I. Common Open Space: At least 20% of the gross acreage shall be devoted to open space, outdoor recreational areas or recreational facilities. At least one-half of the designated open space shall contain slopes less than 10%. Open space may include pedestrian access routes, bicycle trails, natural or landscaped buffer areas, recreational facilities and buildings and similar areas reserved for common use. Streets and on-street parking spaces shall not be considered open space.

If buildings, structures, or other improvements are to be made in the common open space, the developer shall provide a bond or other adequate assurance that the buildings, structures, and improvements will be completed. The City shall release the bond or other assurances when the buildings, structures, and other

improvements have been completed according to the development plan.

J. Circulation:

1. Roads and pedestrian and bikeway paths shall be an integrated system designed to provide efficient and safe circulation to all users. Pedestrian/bikeway paths shall be integrated into the open space areas.
2. Pedestrian/bikeways shall be clearly signed and have adequate crossing facilities where warranted.

K. Off-Street Parking. Off-street parking requirements shall be as specified in Chapter 17.44 of this Development Code. Parking may be provided on each lot or in clustered parking areas. Additional off-street parking for guests and recreational vehicles may be required if warranted by reduced lot sizes and/or traffic volumes.

L. Utilities. In addition to other requirements set forth herein, the following shall apply:

1. All sewer and water provisions shall be approved by The City before construction of such improvements.
2. All utility services shall be placed underground.
3. Provisions shall be made for fire prevention, including service water lines, fire hydrant location, and emergency access for fire-fighting equipment.
4. Provision shall be made for control of site storm water drainage.

M. Homeowners Association - A non-profit incorporated homeowners' association, or an alternative acceptable to The City, shall be required for improving, operating, and maintaining common facilities, including open space, drives, service and parking areas, and recreation areas. The following shall be observed in the formation of a homeowner's association:

1. A homeowner's association shall be set up before approval of the final plat, or any portion thereof.
2. Membership shall be mandatory for each homeowner and any successive buyer.
3. The open space restrictions shall be in perpetuity.
4. The homeowner's association shall be responsible for liability insurance, applicable taxes, and the maintenance of recreational and other facilities.
5. Homeowners shall pay their pro-rated share of the cost or the assessment levied by the association shall become a lien on the property.

6. The association shall be able to adjust the assessment to meet changes needed.
7. No change in open space use or dissolution of homeowner's association shall occur without a public hearing before the Planning Commission and approval by the City Council.

17.60.070 CONDITIONS OF APPROVAL

The Planning Commission may impose reasonable conditions upon its approval. Such conditions may include conditions necessary to ensure that public services and facilities are available to serve the proposed development; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to ensure compliance with the design standards contained within this Section; and, to ensure the Planned Development will be developed as approved by The City.

17.60.080 MODIFICATION OF AN APPROVED PLANNED DEVELOPMENT

A new public hearing shall be required if any one of the following changes is proposed to an approved planned development site plan:

A. An increase or decrease in the number of dwelling units, not including conversion of an existing or planned single-family detached residence into a duplex.

B. A decrease in the open space or recreational space.

17.62 COTTAGE CLUSTER DEVELOPMENTS

17.62.010 PURPOSE

This Section establishes standards for cottage cluster development as an alternative development type that provides usable common open space in residential development; allows for a variety of housing types both detached as well as attached; promotes interaction and safety through design; ensures compatibility with surrounding neighborhoods; and provides opportunities for creative infill development. It is intended to be a flexible development alternative similar to the planned development alternative whereby many of the standards of the underlying zone do not apply in consideration for the provision of open space and other unique design features. Successful cottage cluster development projects include the following design principles:

A. Shared Open Space and Active Commons. The shared common space binds the cottage development together and gives it vitality. Residents surrounding this space share in its management, care and oversight, thereby enhancing a sense of security and identity.

B. Common Buildings. An advantage of living in a cottage development is being able to have shared buildings such as a tool shed, outdoor barbeque, picnic shelter, or a multipurpose room.

C. Adequate Parking. Parking areas should be screened from adjacent parcels and adjoining public streets. Locating parking areas away from the homes can allow more flexible use of a site, limit the dominance of garages and driveways, decrease the amount of hard surface, and allow more light into homes.

D. Front Porches. The front porch is a key element in fostering neighborly connections. Its placement, size, and relation to the interior and the public space are important to creating strong community connections.

E. Smaller, High-Quality, Well-Designed Dwellings. Smaller, high-quality houses, together with the common open area and cottage development elements, help ensure the intensity of development is compatible with the surrounding neighborhood.

17.62.020 PERMITTED COTTAGE CLUSTER BUILDING TYPES

A. Cottage cluster development cottages.

B. Two-unit structures.

C. Community Building with common areas but excluding commercial uses.

D. Accessory Structures.

E. Shared accessory structures, including parking and storage buildings, but excluded from the common area.

17.62.030 SITE REQUIREMENTS

A. Ownership. Ownership may be a common lot, fee simple lots with a homeowner's association holding common areas, or condominium ownership of the whole development. Any development meeting the definition of a "Planned Development" or "Condominium" per state statute shall comply with all applicable provisions of state law. If condominium ownership, common areas shall be designated as 'general common elements and private yard spaces shall be designated as 'limited common elements for purposes of ORS Chapter 100 Condominium Law.

B. Development Standards

1. The parent parcel shall be at least 30,000 square feet. The parent parcel may be divided into individual cottage lots and shared common areas consistent with The City's regulations.
2. Cottage lots. There is no minimum lot size for the individual cottage lots.
3. Density. The planned development standards shall apply.
4. There is no minimum lot width or depth for the individual cottage lots.
5. There is no maximum lot coverage for the individual cottage lots.
6. The maximum structure height is 25-feet.
7. Minimum setbacks are as follows:

Front	15-feet
Side	5-feet
Rear	10-feet

Street-side	10-feet
Garage Entrance	20-feet

8. Interior units on a common lot or separate lots shall be spaced at least 10 feet apart. If individual lots are created, the applicant may create an attached lot line configuration between units to maximize usable private area and provide privacy.

C. Lot/Cottage Arrangement

1. Cottage cluster developments shall contain a minimum of four cottages and no more than allowed in the underlying zone by density.
2. Cottages shall be arranged around a common open space, and each cottage shall have frontage on the common open space.
3. Units along the public right-of-way shall have their primary entrance facing the public right-of-way.
4. A community building may be provided adjacent to or at the edge of the central common area as part of the cottage development.

D. Private and Common Space.

1. Common Space.
   a. Common space is a defining characteristic of a cottage housing development. A minimum of 400 square feet of common open space per unit shall be provided.
   b. The common space shall include a sidewalk or walk connecting to each cottage front entrance facing the common area.
2. Private Space. A minimum of 250 square feet of usable private open space shall be provided adjacent to each unit.

E. Frontage, Access, Parking, and Vehicular Circulation.

1. The parent parcel shall have frontage on a public street.
2. If individual lots are created within the development, each lot shall abut a common area, but is not required to have public street frontage.
3. Access to individual dwelling units will be provided meeting city and fire district standards.
4. A minimum of two off street parking spaces per unit shall be provided.

5. Parking and/or garage structures shall be located behind or to the side of the residential area and open space.
6. Parking areas, shared parking structures, and garages shall be screened from public streets by landscaping or architectural screening.
7. If the property has frontage on a public alley, access and parking may be provided from the alley.
8. If individual lots are created, parking and access shall be provided in a common area with access easement.

F. Screening and Landscaping. To ensure that cottage developments do not create adverse visual impacts for residents of both the cottage development and adjacent properties the following requirements shall be adhered to:

1. Where feasible, cottage developments shall be designed to retain existing significant trees (at least twelve inches in diameter) that do not pose a safety hazard.
2. Landscaping located in common open spaces shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs.
3. Boundaries between cottage developments and neighboring properties shall be screened with landscaping and fencing as identified in G.2., below, in order to reduce the appearance of bulk or intrusion onto adjacent properties or may be otherwise treated through increased building setbacks or architectural techniques to meet the intent of this section. Additional screening and buffering may be required to help mitigate any compatibility issues between the cottage cluster development and adjacent properties.

G. Fences.

1. No fence taller than 3 feet in height shall be located between the front wall of a cottage or community building and the common open space.
2. A sight-obscuring fence at least 6-feet high shall be placed along the property line adjacent to any residential single-family use.

H. Utilities.

1. Streets. Street improvements shall be required for all cottage cluster developments. Street improvements shall include street widening, curb, gutters, and sidewalks. All street improvements shall comply with the

current Design Standards and Construction Standards of The City of Sweet Home Department of Public Works.

2. Water. An individual water meter servicing each dwelling unit will be required unless there is an ownership association or the property is under a single ownership in which case a single water meter servicing an individual building of multiple units is allowed. All water system improvements shall comply with City of Sweet Home Public Works Department requirements.
3. Sewer. Service laterals may be extended from a sewer main in the public right-of-way. Sewer mains may be extended in the driving and circulation areas in a public utility easement, with service laterals to individual units. Private sewer laterals may be extended across common areas, but shall not cross individual building lots. All sanitary sewer design and construction shall comply with City of Sweet Home wastewater requirements.
4. Gas/Electric/Phone/Cable/Utility Pedestals. These utility services may be extended from the public right-of-way across common areas to individual lots, or extended in a utility easement to individual lots.
5. Trash Storage. Any areas where communal trash and recycling are stored shall be screened by a sight-obscuring fence and/or vegetation. In addition, a trash and recycling plan will be required.
6. Mailboxes. Mailboxes are subject to post office requirements.
7. Storm water. The development of the property shall comply with all city regulations regarding storm water drainage including on-site detention and water quality requirements. All storm water system improvements shall comply with the current City of Sweet Home design and construction standards.

I. Addressing. All units within the cottage cluster development shall be addressed consistent with City standards.

17.62.040 BUILDING REQUIREMENTS

A. Cottages.

1. Building footprint. Cottages shall have a maximum building footprint of 1,000 square feet. An attached garage is not included in this maximum, but shall not exceed 300 square feet per unit.
2. Porches. Attached, covered porches are required and shall have minimum depth of 6 feet and shall be a significant feature of the structure.

3. Other design requirements. Cottages shall contain a variety of designs that include articulation of facades; changes in materials, texture, color, and window treatments; and other architectural features so all units do not appear identical. Cottage development structures shall provide for substantial exterior architectural elements that are consistent with traditional northwest cottage design and small home craftsmanship design elements. Roofs of cottage developments shall have eaves to efficiently shed rain and provide protection for exterior walls.
4. Height. Cottages shall comply with the height limitation of 25 feet and are limited to a maximum of single story plus a loft.
5. Street facing facades. The street facing facades of cottages in a cottage development shall avoid blank walls that appear to "turn their backs" to the street. This shall be avoided by providing design features such as windows, change in building material, entryway, porches or similar features.

B. Two-Unit Structures

1. Attached two-unit structures are allowed and must be similar in appearance to detached cottages.
2. Attached two-unit structures shall have one primary shared entry facing the common open space.

C. Community Buildings.

1. A community building shall be of similar scale, design, and height as the cottages.
2. Commercial uses are prohibited in the community building.

D. Accessory Structures.

1. Accessory structures such as garages, carports, storage or tool sheds shall not exceed 300 square feet per unit, or 600 square feet per accessory structure that is shared by two or more dwelling units.
2. The design of accessory structures must be similar or compatible with that of the cottages in the development.

E. Existing Dwellings on the Site. Existing dwellings may be incorporated into the development as a residence or community building, and may be nonconforming to standards. Noncompliance may not be increased.

F. Renovation and Expansion.

1. Renovations shall be in keeping with the size and architectural character of the new development.
2. A covenant restricting any increases in unit size after initial construction beyond the maximum allowed by this Section shall be recorded against the property.

17.62.050 PROCESS

Cottage cluster development applications shall be processed per the planned development requirements in Chapter 17.110.

17.64 MANUFACTURED DWELLING PARKS

17.64.010 SCOPE

Oregon Revised Statutes (ORS), Chapter 446 and Oregon Administrative Rules (OAR), Chapter 918, and Chapter 10 of the Oregon Manufactured Dwelling and Park Specialty Code (OMDS) specify the standards and regulations for Manufactured Dwelling Parks in the State of Oregon.

A. Permitted Housing. There are no restrictions provided no manufactured dwelling shall be more than 10 years in age at time of placement.

B. Minimum Site Area. The minimum area for a park shall be one acre.

C. Density. Maximum density of the park shall not exceed 8 units per net acre.

D. Access. Manufactured Dwelling Park access shall occur from a public Collector or Arterial street.

E. Permitted Uses: Manufactured Dwelling Parks may contain manufactured dwellings and accessory structures, community laundry and recreation facilities and other common buildings for use by park residents only, and one residence other than a manufactured dwelling for the use of a caretaker or a manager responsible for maintaining or operating the park.

F. Conditions. Upon granting site plan approval for a manufactured dwelling park, the Planning Commission may require establishment of deed covenants, conditions and restrictions (CC&Rs) or other conditions including but not limited to any of the following where such are deemed necessary for the mitigation of adverse impacts on an adjacent area:

1. Limit the type of units to be installed.
2. Additional landscaping or screening on the park boundary.
3. Increased setbacks from park boundaries.

G. Improvement Standards. Park standards shall conform to The Oregon Manufactured Dwelling and Park Specialty Code within the Park boundary and shall conform to City Standards when abutting public streets. Parks shall also meet all requirements of the Sweet Home Fire District.

H. Streets. Public streets located within the Park and the first 100 feet of private Park streets connecting to a public street shall conform to City standards. Other private streets within the Park shall be no less than 30 feet in paved width in accordance with Oregon Manufactured Dwelling and Park Specialty Code (2002) Table 10-C.

J. Perimeter Setbacks. Distance of a manufactured dwelling or accessory structure from an exterior park boundary shall be 20 feet.

K. Unit Separation. Manufactured dwellings must be separated from other dwellings by a minimum of 10 feet.

L. Caretaker or On-Site Manager Required. Manufactured Home Parks of 10 units or more must include a caretaker unit or on-site manager.

M. Parking. Parks must include a carport or garage for each unit, or a covered parking space for each unit.

N. Storage Facilities Required. Parks must include a storage shed for each unit.

O. Landscaping. All common areas within a Manufactured Dwelling Park shall be landscaped and maintained by the Park owner in conformance with an approved landscape and irrigation plan submitted as part of the application. Landscaping shall include street trees within a public right-of-way in accordance with adopted street tree regulations of The City.

P. Perimeter Property Screening. The entire perimeter of the manufactured dwelling park shall be screened except for driveways and Clear Vision Areas. The following minimum standards shall apply:

1. One row of evergreen shrubs shall be planted which will grow to form a continuous hedge at least six feet in height and be at least 80 percent opaque, as seen from a perpendicular line of sight, within two years of planting; or
2. A minimum of a six-foot high wood fence or masonry wall shall be constructed, measured as provided in Chapter 17.52, providing a uniform sight obscuring screen; or

3. An earth berm combined with evergreen plantings or wood fence or masonry wall shall be provided which shall form a sight and noise buffer at least six feet in height.
4. The remaining area treated with attractive, living ground cover (i.e., lawn, evergreen shrubs, etc.).

Q. Utilities. All manufactured dwelling parks must provide each lot or space with storm drainage, municipal sanitary sewer, electric, telephone, and municipal water, with easements dedicated where necessary to provide such services. All such utilities shall be located underground. Utilities shall be connected in accordance with state requirements and the manufacturer's specifications.

R. Design and Submission Requirements. The submittal shall include sufficient information to indicate compliance with the requirements in Chapter 17.66.

17.66 MANUFACTURED HOMES ON INDIVIDUAL LOTS

17.66.010 SCOPE

The provisions of this Chapter are applicable to all manufactured homes sited on individual lots in The City of Sweet Home. Manufactured homes sited in approved mobile/manufactured home parks or manufactured home subdivisions are not affected by the provisions of this Chapter.

17.66.020 GENERAL STANDARDS

Manufactured homes are permitted in all residential zones, in accordance with the following general standards, and the design compatibility standards set forth in this Chapter. The minimum lot area, setback, and height standards of the subject zone shall also apply to manufactured homes sited on individual lots.

A. Size. The manufactured home shall be multi-sectional and have at least 1,000 square feet of gross floor area.

B. Performance Standards. The exterior thermal envelope must meet the standards specified by state law for single family dwellings, as defined in ORS 455.010.

C. Removal of Towing Equipment. All towing hitches, wheels, running lights, and other towing related equipment shall be removed within thirty (30) days after installation of the manufactured home.

D. Foundations. The manufactured home shall be placed on an excavated and back filled foundation with no more than 12 inches of inclosing material exposed above grade. Where the building site has a sloped grade, no more than 12 inches of the inclosing material shall be exposed on the uphill side of the home. If the home is placed on a basement, the twelve (12) inch limitation shall not apply. Furthermore, the twelve (12) inch limitation shall not apply if the requirements of the Flood Hazard District mandate that the home be elevated more than twelve (12) inches above grade.

The foundation shall meet building code and Flood Hazard Area (if applicable) standards. The base of the manufactured home shall be enclosed continuously at the perimeter with either concrete, concrete block, brick, stone, or a combination thereof.

E. Utilities. The manufactured home shall be provided with storm drainage, sanitary sewer, electric, telephone, and potable water utility services with easements dedicated where necessary to provide such services. All such utilities shall be located underground unless waived by the City Building Official where underground service would require an exception to local prevalent conditions. Manufactured homes shall not be occupied purposes unless connected to local water, sewer, and electrical systems.

F. Historical Sites. No manufactured home shall be located on property containing a historic landmark, or, on a lot or parcel immediately adjacent to property containing a historic landmark. For the purpose of this Chapter, a historic landmark is property designated by the Sweet Home Comprehensive Plan as containing a significant historical resource.

G. Roofing. The manufactured home must have a composition asphalt, fiberglass, shake, or tile roof with a nominal pitch of three (3) feet in height for each twelve (12) feet in width.

H. Exterior Siding and Finish. The exterior siding of the manufactured home must have the same appearance as materials commonly used on residential dwellings.

I. Garage or Carport. A garage or carport of like material and color of the manufactured home is required. The garage or carport shall be placed on the property prior to occupancy of the manufactured home.

J. Off-Street Parking. Parking and improvements shall be as specified in Chapter 17.44.

17.68 HOME OCCUPATIONS

17.68.010 STANDARDS

Home occupations may be allowed as an accessory use on any property on which there is a residence, subject to the following standards and restrictions:

A. Staffing.

1. If no person is employed other than a member of the family residing on the premises, the home occupation is allowed as a permitted use.
2. If persons other than a member of the family residing on the premises are proposed to be employed, a Conditional Use Permit is required.

B. Character. The character and primary use function of the residence and premises shall not be changed by the use of colors, materials design, construction, lighting, landscaping or lack of landscaping.

C. Noise. A home occupation shall not create noise of a type, duration or intensity that is detectable to normal sensory perception, off the premises of the home occupation.

D. Equipment and Process Restrictions. No home occupation conducted within a single-family detached residence or an accessory structure shall create vibration, glare, fumes, odors, or electrical interference detectable to the normal sensory perception, off the property. In the case of electrical interference, nothing shall be used which creates visual or auditory interference in any radio or television off the premises.

E. Hazards. No equipment, process or material shall be used which will change the fire rating or structure separation, fire wall, or ventilation requirements for the structure in which the home occupation is located. No hazardous materials shall be used or stored on the property on which a home occupation located in quantities not typical of those customarily used in conjunction with activities or primary uses allowed in the zoning district.

F. Signs. Signing shall be as provided in Chapter 17.50.

G. On-Premise Client Contact. Customer and client contact shall be primarily by telephone or mail, and not on the premises of the home occupation, except those home occupations, such as tutoring, counseling or personal services, which cannot be conducted except by personal contact. Services or sales conducted on the premises shall be by appointment only, and shall not be oriented toward, or attract, off-the-street customer or client traffic.

H. Prohibited Businesses. The repair and/or maintenance of automobiles, trucks, recreational vehicles, trailers, motorcycles, farm equipment, boats, lawn mowers and similar equipment shall be prohibited.

I. Vehicles. Only one vehicle associated with the home occupation may be parked on the property or adjacent street.

J. Storage and Use of Yard Areas. Storage of tools, equipment and materials, and display of merchandise and all other activities associated with a home occupation, except as provided above for parking, shall be contained and conducted wholly within covered and enclosed structures and shall not be visible from the exterior of the containing structure(s). Home occupations which involve the care of children by a babysitter, as defined in Chapter 17.04.020, may use yard areas for playground equipment.

K. Day Care. Day care facilities with8 or fewer children shall not be subject to the provisions in this Section.

17.68.020 PROCESS

Home occupations are allowed as an accessory use to any residential use in The City, subject to provisions in this Chapter, with the exception of a home occupation utilizing staff other than family members residing on the property, in which case a Conditional Use Permit is required. The standards of this Section shall govern all home occupations.

17.70 RESIDENTIAL ACCESSORY STRUCTURES

17.70.010 SINGLE FAMILY RESIDENCES

Residential accessory structures for attached or detached single family homes and duplexes, excluding Accessory Dwelling Units as defined in Chapter 17.72, shall be subject to the following regulations.

A. Dimensions and Design Requirements. Residential accessory structures shall be subject to the following requirements:

Structure Size and Finish [1] [2]	**Location on Property**	**Area Coverage for Accessory Structure [1]**	**Maximum Height**
Up to 200 sf	Side or Rear Yard	No Maximum	10 feet[3]
200 to 600 sf	Side or Rear Yard	50% of Yard	20 feet[3]
Over 600 sf	Side or Rear Yard	35% of Yard	Shall not exceed height of primary residence

1. Up to 10,000 square feet of lot area, maximum size is 1,200 square feet; over 10,000 square feet of lot area, the structure may be increased an additional 100 square feet for each 1,000 square feet of lot size.
2. For any accessory structure located on a lot of 10,000 or less, the exterior siding shall have the same appearance as materials commonly used on residential dwellings. Otherwise, there are no restrictions.
3. The greater of 20 feet, or the height of the primary residence.

B. Setbacks. Accessory structures shall comply with the following setbacks:

1. Front and/or Street Side Yard: Comply with requirements of underlying zone.
2. Side Yard: 5-feet plus 1-foot for every foot above 8-feet.
3. Rear Yard: 10-feet plus 1-foot for every foot above 15-feet.

C. Multiple Accessory Structures. There shall be no limit to the number of structures, provided the structures in combination comply with the area coverage

requirements. When there is more than one accessory structure within a yard, all provisions in this Chapter shall apply and shall be based on the total square footage of all accessory structures within the yard.

D. Prohibited Structures. The use of metal shipping containers, railroad box cars, manufactured homes and similar buildings as an accessory structure shall be prohibited.

17.70.020 MULTIPLE FAMILY DEVELOPMENTS

There shall be no limit to the size, number, location or exterior finish of accessory structures for multiple family developments, provided, the accessory structures shall comply with all setback, height restrictions and other dimensional and design requirements for the primary structure(s).

17.72 SPECIAL RESIDENTIAL DWELLINGS

17.72.010 RESIDENTIAL ACCESSORY DWELLING UNITS

Where identified as an allowed use, a maximum of one accessory dwelling is allowed per legal single-family dwelling. The unit may be a detached building, in a portion of a detached accessory building (e.g., above a garage or workshop), or a unit attached or interior to the primary dwelling (e.g., an addition or the conversion of an existing floor); subject to the following standards:

A. A detached accessory dwelling shall not exceed 75% of the primary dwelling's floor area and shall comply with the lot coverage requirements.

B. An attached or interior accessory dwelling shall not exceed 40% of the dwelling's floor area. However, accessory dwellings that result from the conversion of a level or floor (e.g., basement, attic, or second story) of the primary dwelling may occupy the entire level or floor, even if the floor area of the accessory dwelling exceeds 40% of the floor area.

C. A detached accessory dwelling shall have a roof with a minimum pitch of three feet in height for each 12 feet in width.

D. An accessory dwelling shall be placed on a foundation that meets the requirements of all applicable building codes.

E. Parking shall be increased for the primary dwelling if needed so that the primary dwelling is provided two off-street parking spaces.

F. Unless otherwise specified, accessory dwellings shall meet all other development standards (e.g., height, setbacks, lot coverage, etc.) for accessory buildings in the zoning district.

17.72.020 ATTACHED DWELLINGS

Attached dwelling units are single family homes on individual platted lots that are attached to a similar unit on one or two sides. Where permitted as a special use, attached dwelling units shall meet the following use and development standards:

A. Permitted Development. Any number of attached dwellings may be built contiguous with one or both sides of a separate platted lot with one dwelling per lot.

B. Setbacks

1. Zero side yard units shall comply with the setback requirements for the front yard, rear yard and yard adjacent to a street in the applicable zone.
2. Interior side yard requirements of the applicable zone shall be met when any part of an exterior wall faces, but is not contiguous to, a side lot line. Otherwise, the interior side yard requirements shall not apply.

C. Building Separation. Buildings on adjacent properties, but not attached to each other, shall be separated by a distance of at least ten feet.

D. Accessory Buildings. The provisions of this section apply to accessory as well as main buildings.

17.72.030 AFFORDABLE HOUSING PROVISIONS

A. Purpose. To implement Oregon State Legislature Bills SB 8 and HB 2008, as well as enhance affordable housing opportunities in Sweet Home and open opportunities for affordable housing on land not currently zoned for residential development.

B. Applicability

1. All land in the City of Sweet Home currently zoned C-1, C-2, and PF may be developed for affordable housing without a zone change application or process provided all conditions of this section and state law are met.

2. All land in the City of Sweet Home currently zoned I may be developed for affordable housing without a zone change application and only if the property is: (a) publicly owned;(b) adjacent to lands zoned for residential uses or schools; and (c) not specifically designated for heavy industrial uses.

3. The land is owned by religious organizations or government agencies; or, non-profit organizations with housing development as their primary goal.

4. The project shall develop affordable housing for those individuals or households with a combined annual income at or below 60% of the most recent Linn County median income.

C. Application Requirements

1. Application shall be made on forms prescribed by the City and shall demonstrate that all state and Residential Medium Density (R-3) Zone requirements are met. The following exceptions apply to the R-3 zone requirements:
   a. Density may increase by 150 percent of the existing density.
   b. Structures may be increased in height by 24 additional feet.

2. The parcel(s) proposed for affordable housing development shall not contain slopes greater than 25%, be located within the City's 100-year floodplain or be identified as hazardous land.

3. The site, when developed, shall meet all state and county requirements for public safety, health, and habitability, and as well as city utility, street, and water drainage requirements.

D. Affordable Housing shall be administered through the Site Design Review process contained in Chapter 17.102.

17.74 TEMPORARY USES

17.74.010 PURPOSE

The purpose of these regulations is to provide standards for the establishment of temporary businesses and similar uses within The City of Sweet Home.

17.74.020 PERMITTED USES

Where allowed, the following temporary uses shall be permitted subject to the following limitations and requirements:

A. Tree and Fireworks. Christmas tree or fireworks sales are permitted subject to the following:

1. The sales shall be limited to Commercial or Industrial zones, except that sales may occur on those properties containing public or semi-public uses, such as schools or churches, regardless of the underlying zone.
2. Unless otherwise excepted by provisions in this Section, the sales activity shall be subject to provisions in Chapter 17.74.020.B.
3. Temporary uses located within Residential zones (on properties with public or semi-public uses) shall not operate beyond 9:00 PM.

B. Commercial Activities. Amusement and recreational services and retail sales and services are permitted in the Commercial zone, subject to the following:

1. The business may be operated from a vehicle, temporary structure or a vacant building.
2. The activity is located on the same lot for no more than 90 days in any calendar year.
3. The required parking for the primary uses on the same lot is not reduced below Development Code requirements.
4. The use does not block driveways, driveway entrances or parking aisles.
5. The activity conforms to all signage requirements in Chapter 17.50.
6. The activity conforms to all setback requirements applicable to the lot.
7. The operator of a temporary use shall obtain a Transient Merchant permit (see Chapter 5.12 of this Code) and all permits required by other agencies including those required for food handling and sales, and the sale of fireworks.

C. Food Services. Food services shall be subject to the requirements in B., except that they may be located on the same lot for 180-days with unlimited renewals.

D. Temporary Construction Facilities. Mobile offices, temporary power equipment and temporary structures used by personnel and to store equipment during construction, provided the structures are located on the construction site and not used as dwellings. There is no restriction as to the zoning.

E. Yard Sales and Auctions. Yard sales or auctions in any zone, provided there are not more than four sales in a calendar year, with each sale not to exceed three consecutive days. Merchandise and signs shall remain on private property. This Section does not limit the number of times, or duration, that public agencies may conduct sales or auctions regard agency land, equipment, supplies or other materials.

F. Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival and set forth reasonable types of uses, appropriate zones for such uses, and any time restrictions the City Council finds necessary to protect the health, safety and welfare of the public.

G. RVs as Temporary Habitation. The use of trailers, detached campers, recreational vehicles, fifth-wheelers, motorized dwellings, travel trailers, tent trailers and similar recreational facilities for temporary habitation is limited to 30 consecutive days or a total of 60 days in a calendar year within The City limits and shall require a Temporary RV Permit from The City, and must comply with chapter 10.28 of this Code.

17.76 BED AND BREAKFAST ESTABLISHMENTS

17.76.010 PURPOSE

The purpose of this Chapter is to provide development guidelines and operating requirements for a bed and breakfast establishment within The City.

17.76.020 GENERAL PROVISIONS

Where allowed, the following provisions shall apply:

A. Location. The establishment shall be located along, or within 300 feet, of a collector or arterial street.

B. Rooms. The bed and breakfast establishment shall be limited to a maximum of two guest rooms in the R1 zones and four guest rooms in all other zones.

C. Room Restrictions. No guest room shall be located within a basement.

D. Building Modification. The guest rooms utilized by the establishment shall be part of the primary residential use and not specifically constructed for rental purposes. In no case shall the residential character be modified or altered to accommodate the establishment.

E. Parking. In addition to the parking requirements for the residence, one additional parking space shall be required for each guest room. The parking space(s) shall comply with the following improvement provisions:

1. No parking shall be permitted within the designated front yard setback.
2. Parking located within the side yard or rear yards shall be screened from adjacent residential zoned property. Screening shall be provided by a six-foot sight-obscuring wood or chain-link fence; or, vegetative hedge.

F. Signs. Signs shall be limited to one non-illuminated wall-mounted sign not to exceed eight (8) square feet in area. Signs must comply with chapter 17.50 of this Code.

17.76.030 OPERATION REQUIREMENTS

The following shall continually apply to the operation of the establishment:

A. Owner/Operator. The establishment shall be maintained and operated solely by the on-premise owner of the residence containing the bed and breakfast.

B. Retail Activity. No retail or other sales shall be permitted unless clearly incidental and directly related to the conduct of the establishment (e.g., coffee cups or t-shirts with the business logo).

C. Receptions. The establishment shall not be used by the public or paying guests for the hosting of receptions, weddings, private parties or similar functions.

D. Meals. Meals shall be limited to breakfast and snacks and shall be served only to overnight guests. The operator shall be responsible for obtaining necessary food service permits.

E. Safety. The improvements, maintenance and operation of the establishment shall continually comply with applicable building code, fire safety and health regulations.

17.78 HOUSES OF WORSHIP

17.78.010 ALLOWED USES

Where identified as a permitted or conditionally permitted use, a house of worship, church, non-profit religious or philanthropic institution; may include the following activities and uses customarily associated with the practices of the religious activity:

A. Worship services.

B. Religion classes.

C. Weddings.

D. Funerals.

E. Meal programs.

F. Child care, but not including private or parochial school education for prekindergarten through grade 12 or higher education.

G. House or residence for clergy, religious leaders.

17.78.020 SPECIAL HOUSING PROVISIONS

A. Houses of worship may provide housing or space for housing in a building that is detached from the place of worship, provided:

1. At least 50% of the residential units provided under this paragraph are affordable to households with incomes equal to or less than 60% of the median family income for the county in which the real property is located;
2. The real property is in an area zoned for residential use that is located within the urban growth boundary; and
3. The housing or space for housing complies with applicable land use regulations and meets the standards and criteria for residential development for the underlying zone.

B. Housing and space for housing provided under subsection A., above, must be subject to a covenant appurtenant that restricts the owner and each successive

owner of the building or any residential unit contained in the building from selling or renting any residential unit described in subsection A.1., of this section as housing that is not affordable to households with incomes equal to or less than 60% of the median family income for the county in which the real property is located for a period of 60 years from the date of the certificate of occupancy.

17.80 WIRELESS TELECOMMUNICATIONS FACILITIES

17.80.010 PURPOSE

The purpose of this section is:

A. To minimize adverse health, safety, public welfare or visual impacts of towers, through careful design, siting, landscaping and innovative visual compatibility techniques.

B. To encourage shared use/co-location of towers and antenna support structures as a primary option rather than construction of additional single-use towers.

C. To encourage utilization of technological designs that will either eliminate or reduce the need for construction of new tower facilities.

D. To avoid potential damage to property caused by facilities, by ensuring such structures are sound and carefully designed, constructed, modified, maintained and removed when no longer used or are determined to be structurally unsound.

E. To ensure that towers are compatible with surrounding land uses.

17.80.020 DEFINITIONS

For the purpose of this Development Code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANTENNA, WIRELESS TELECOMMUNICATIONS - The physical device, commonly in the form of a metal rod, wire panel or dish, through which electromagnetic, wireless telecommunications signals authorized by the Federal Communications Commission are transmitted or received. Antennas used by amateur radio operators, police, fire and AM radio are excluded from this definition.

ATTACHED WIRELESS COMMUNICATION FACILITY - A wireless telecommunications facility that is affixed to an existing structure, other than a wireless telecommunications tower.

CO-LOCATION - A wireless telecommunications facility comprised of a single telecommunications tower or building supporting one or more antennas, dishes or similar

devices owned or used by more than one provider.

HANDOFF - Refers to the process of transferring an active call or data session from one cell in a cellular network to another or from one channel in a cell to another.

LATTICE TOWER - A self-supported structure constructed of vertical metal struts and cross braces forming a triangular or square structure which often tapers from the foundation to the top.

MONOPOLE - A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

PROVIDER - A company holding a Federal Communications Commission (FCC) license that is in business to provide telecommunications services.

VISUAL COMPATIBILITY TECHNIQUES – Design, engineering and construction techniques that minimize the visual impact of a tower or antennas.

WIRELESS TELECOMMUNICATIONS - The transmission, via radio frequency electromagnetic waves, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

WIRELESS TELECOMMUNICATIONS ACCESSORY STRUCTURE/EQUIPMENT - Equipment shelters or radio equipment necessary for the operation of wireless telecommunications in addition to the antenna and tower.

WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER - The structure in which the electronic radio equipment and relay equipment for a wireless telecommunications facility is housed.

WIRELESS TELECOMMUNICATION FACILITY (WTCF) - A facility consisting of the equipment and structures involved in receiving and or transmitting telecommunications or radio signals.

WIRELESS TELECOMMUNICATIONS SUPPORT FACILITY - A wireless telecommunication tower.

WIRELESS TELECOMMUNICATIONS TOWER - A structure intended to support equipment used to transmit and/or receive telecommunications signals including monopoles, guyed and lattice towers, but not excluding any other approved structure.

17.80.030 REVIEW PROCEDURES

A. Wireless telecommunications facilities, hereby referred to as "WTCF" and/or "facilities" within this section, require a conditional use permit, unless located within an industrial zone.

B. The process of review is dependent on the type of facility proposed (i.e. co-located/attached or freestanding) and its proposed location.

1. Notice. When mailed notice of a public hearing or an administrative action relating to a wireless communication facility is required by this chapter, the notice shall be sent to owners of record of property where the property is located as follows:
   a. Within 300 feet from the exterior boundary of the subject property when the proposed WTCF meets the height requirement of this chapter; and
   b. For WTCFs that exceed the height requirement of this chapter, an additional 50 feet of notice area is required for every ten-foot increment in height.
2. Action by the Planning Commission. Applications to site a WTCF through means other than attachment shall be processed as a Conditional Use subject to the Type III process in Chapter 17.126, unless located within an industrial zone.
3. Uses prohibited. Wireless telecommunications facilities shall be prohibited in the Natural Resources Overlay Zone.

17.80.040 SITING PREFERENCES

WTCFs shall be sited in accordance with the following priorities, in order of their preference. If the applicant proposes a facility on lower priority preferences, the applicant shall prove conclusively, that each of the higher priorities has been considered and found to be not feasible.

A. Priority #1. Use of an attached wireless communication facility whereby transmission and reception devices are placed on existing structures which are

consistent in height with and situated similarly to types normally found in the surrounding area, such as telephone, electrical or light poles.

B. Priority #2. Co-location by placement of antennas or other transmission and reception devices on an existing tower, building or other structure, such as a utility pole, water tank or similar existing structure.

C. Priority #3. Siting of a new tower, in a visually subordinate manner, using visual compatibility techniques.

D. Priority #4. Siting of a new tower in a visually dominant location, but employing visual compatibility techniques.

E. Priority #5. Siting of a tower in a visually dominant location, not employing visual compatibility techniques.

17.80.050 STANDARDS AND REQUIREMENTS

A. General; Conflict. All facilities shall meet all requirements established by the other provisions of SHMC that are not in conflict with the requirements contained in this chapter.

B. General; Compliance. All facilities shall comply with all federal, state and city codes, including, but not limited to, Federal Communication Commission and Federal Aviation Administration standards.

C. Access. Access shall meet the standards of the underlying zone.

D. Height.

1. Except as specified in Chapter 17.80.090, height of a facility shall be measured from the natural, undisturbed ground surface below the center of the base of the proposed facility to the top of the facility or if higher, the tip of the highest antenna or other transmission or reception device.
2. No WTCF shall exceed the height standard of this chapter, except where attached to an existing structure that exceeds that height and the attached antennas do not increase the total height of that structure by more than ten feet.

E. Co-location.

1. New facilities, if technically feasible, will be designed and constructed for three antennas/providers to co-locate on the facility and to allow antennas mounted at varying heights.
2. The owner of a facility may not deny a wireless telecommunications provider the ability to co-locate on its wireless communication facility at a fair market rate or at another cost agreed to by the affected parties.
3. A facility may be attached to any existing structure as long as the height of that structure is not increased by more than ten feet and so long as it meets all relevant requirements of this section.
4. Co-location shall not be precluded simply because a reasonable fee or shared use is charged or because reasonable costs necessary to adopt the existing or proposed uses to a shared tower. The Planning Commission may consider expert testimony to determine whether the fees and costs are reasonable.
5. Co-location costs that exceed new tower development costs are considered to be unreasonable.

F. Construction. All facilities must meet the requirements of the *Uniform Building Code* and/or the *Oregon Structural Specialty Code*.

G. Design. Where possible new facilities will be located in such a manner that they blend in with the background around them, using techniques to ensure visual compatibility characteristics.

1. All new WTCF towers shall be a monopole or lattice tower structure constructed out of metal or other nonflammable material.
2. All accessory structures (i.e. vaults, equipment rooms, utilities and equipment enclosures) shall be concealed, camouflaged, shall be consistent with the underlying zone or shall be placed underground.
3. Visible exterior surfaces of accessory facilities (i.e. vaults, equipment rooms, utilities and equipment enclosures) shall be constructed out of nonreflective materials.
4. Unless constructed of a naturally dull or non-reflective material, WTCFs shall be initially painted and thereafter repainted as necessary with a “flat” paint. The color shall be one that will minimize the facility’s visibility to the maximum extent feasible.

H. Landscaping. All WTCF shall be installed in such a manner as to maintain and enhance existing vegetation. Where no vegetation exists, a landscaping plan must be submitted for the site.

I. Lighting. No lighting shall be permitted on a WTCF except as required for security and as required by the Federal Aviation Administration. Security lighting shall be located in such a manner so as not to face directly, shine or reflect glare onto any street or a lot in a residential zone.

J. Location. No telecommunications facility shall be installed on an exposed ridge line unless it blends with the surrounding existing natural and human-made environment in such a manner as to be visually compatible with the environment.

K. Setbacks. Facilities shall be set back at least 25% of the tower height from all property lines or shall meet the setbacks of the underlying zone, whichever is greater.

L. Safety. All WTCF shall maintain in place a security program that will deter unauthorized access and vandalism.

M. Underground equipment shelters. Underground equipment shelters should be considered.

N. Signs.

1. Signs shall comply with the requirements set forth in this chapter.
2. All telecommunications facilities shall be clearly identified as to the location and operator so as to facilitate emergency response.

17.80.060 ATTACHED TELECOMMUNICATIONS FACILITIES

All attached facilities shall be located and designed to appear an integral part of the structure.

A. Roof mounted antennas and all building mounted accessory equipment shall be located no closer to the nearest edge of the roof than the height of the antenna or accessory equipment, whichever is greater.

B. Wall mounted antennas shall be architecturally integrated into the building.

C. Wall mounted antennas shall be located no more than 4-feet from the wall face.

D. Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

17.80.070 ABANDONMENT OF FACILITIES

Wireless telecommunications facilities that do not have functioning antennas for a period of six months shall be considered abandoned and shall be removed by the owner or operator within 60 days thereafter.

17.80.080 APPLICATION

A. Application requirements.

1. One copy of the narrative on eight and one-half inch by 11-inch sheets;
2. A development site plan drawn to scale with sheet size not to exceed24 inches by 36 inches. Where necessary, an overall plan with additional detail sheets may be submitted;
3. All information necessary to evaluate the request;
4. One set of the plan shall be reduced to fit on eight and one-half inch by 11-inch sheets of paper. Names and numbers must be legible on this sheet size; and
5. After the application is accepted as complete, any revisions may require a new application, additional filing fees and rescheduling of the public hearing.

B. Development plan required. All applications shall be accompanied by a development plan drawn to scale showing the following:

1. Use or uses;
2. Location of the proposed facility and relevant dimensions;
3. Height of the proposed facility;
4. Setbacks for the proposed facility;
5. A photo simulation of the proposed WTCF for the maximum number of providers;
6. Dimensions and location of areas to be reserved for vehicular and pedestrian access and circulation;

7. A landscaping plan that indicates how the facility will be screened from adjoining uses;
8. A fencing plan that indicates the location, height and design of any proposed fencing;
9. A lighting plan that indicates the type and location of any proposed lighting;
10. A sign plan that indicates the size, location, and design of any proposed signage;
11. Drawings demonstrating the materials, color and design of the proposed facility;
12. A map showing all existing wireless communication facility sites operated by the provider within two miles of the Sweet Home boundary, or the top of the nearby ridges, whichever is greater, including a description of the facility at each location;
13. A propagation study indicating the proposed facility and the adjacent hand-off sites;
14. If provider proposes to construct a new facility (tower), all applications shall include findings that demonstrate that it is not legally or technically feasible to co-locate:
    a. Documentation of the efforts that have been made to co-locate on existing or previously approved towers;
    b. Each provider shall make a good faith effort to contact the owner(s) of all existing or approved towers and shall provide a list of all owners contacted in the area, including the date, form of contact and the result of contact; and
    c. Documentation as to why co-locating on an existing or proposed tower or attachment to existing structures within one-half mile of the proposed site is not feasible.
15. Such other pertinent information shall be included as may be considered necessary by the review authority to make a determination that the contemplated arrangement or use makes it necessary and desirable to apply regulations and requirements differing from those ordinarily applicable under this chapter and the subdivision provisions.

C. Narrative required. A written statement shall include the following information:

1. The name and contact information for the provider;
2. A description of the character of the proposed facility;
3. Analysis of how the application meets the review criteria;
4. Applicants/providers shall provide evidence of legal access to the proposed

wireless telecommunications facility;

5. The applicant/provider shall provide evidence that legal access to the facility site will be maintained for the duration of the facility's operation;
6. Where a proposed wireless telecommunications facility is located on a property not owned by the provider, the applicant/provider shall present documentation that the owner of the property has granted an easement or entered into a lease for the proposed facility and that vehicular access is provided to the facility;
7. The applicant shall provide evidence that describes the facility tower's structural capacity to carry the antennas of at least three wireless telecommunications providers;
8. The applicant shall provide evidence of steps the provider will take to avoid interference with normal radio and television reception in the surrounding area and with any public safety agency or organization, per FCC requirements;
9. The applicant shall demonstrate that the WTCF is intended to provide service primarily within the community. The City reserves the right to deny a permit if it is shown that the facility is not intended to provide service primarily within the community.
10. The applicant/provider shall demonstrate that the WTCF must be located where it is proposed in order to service the provider's service area. There shall be an explanation of why a facility at this proposed site is technically necessary;
11. If the applicant/provider proposes a new tower or co-located facility, the applicant shall provide evidence that the facility's height is the lowest height at which the gap in coverage can be filled;
12. All applications shall include evidence that at least one provider will use the proposed facility and provide wireless telecommunications service immediately upon completion of the facility. The City reserves the right to deny applications that propose a facility without a provider.
13. The application shall include a written agreement that WTCFs owned by the provider, that do not have an operating antenna for a period of six months, shall be considered abandoned and shall be removed by the operator within 60 days.
14. The application shall include a written agreement from the property owner that if the provider fails to remove an abandoned WTCF, the property owner has full legal and fiscal responsibility for the WTCF removal.

17.80.090 SPECIAL REVIEW CRITERIA

A. Residential zones. A wireless telecommunications facility is not allowed in any residential zone unless it is an attached WTCF that meets the requirements of this section.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* A facility that is attached to an existing structure may not exceed the height of the existing structure, unless findings are made by the Planning Commission that such an increase will have a minimal impact on the appearance of the structure.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

B. Commercial Zones. A wireless telecommunications facility in any commercial zone must be either an attached WTCF or a monopole, and that meets the requirements of this section.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* The height of a WTCF shall not exceed 80 feet.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter. The accessory structure shall be screened by an evergreen material with an ultimate height of at least eight feet and a planted height of at least three feet. The landscaping must be protected and maintained.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for attached facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

C. Industrial zones.

1. *Access.* Standards for access are set by the underlying zone.
2. *Height.* Facilities shall not exceed 100 feet.
3. *Landscaping.* Existing trees and other screening vegetation in the vicinity and along the access road shall be protected from damage, both during the construction period and thereafter. The accessory structure shall be screened by an evergreen material with an ultimate height of at least eight feet and a planted height of at least three feet. The landscaping must be protected and maintained.
4. *Signs.* Facilities shall be identified with an identification sign not exceeding two square feet in size.
5. *Accessory facilities.* Accessory structures for facilities, such as equipment shelters, cabinets or other enclosed structures containing electronic equipment, shall be camouflaged or otherwise constructed using visual compatibility techniques.

17.82 GENERAL STANDARDS

17.82.010 LOTS OF RECORD

A. A parcel is a legal lot of record for purposes of this Development Code when the lot conforms to all zoning requirements, subdivision requirements, and Comprehensive Plan provisions, if any, in effect on the date when a recorded separate deed or contract creating the separate lot or parcel was signed by the parties to the deed or contract.

B. Lots in recorded plats may be combined under a single ownership for the purpose of developing the combined property, subject to approval of a property line adjustment.

C. The use or development of any legal lot of record shall be subject to the regulations applied to the property when such development or use is commenced, irrespective of the lot width, street frontage, depth or area, but subject to all other regulations.

17.82.020 EXCEPTIONS TO LOT SIZE REQUIREMENTS

This section shall apply in the event that a lot or the aggregate of contiguous lots held in a single ownership as recorded in the office of the Recorder of the county and located in The City as of January 1, 1971, or the date of annexation of the property to The City, whichever is later, has an area or dimension which does not meet the lot size requirements of the zone in which the property is located. In this case, the holdings may be by a use permitted in the zone subject to the other requirements of the zone. If there is an area deficiency, residential use shall be limited to a single-family dwelling, or to the number of dwelling units consistent with the lot area per dwelling unit requirement of the zone.

17.82.030 LOTS ABUTTING A PARTIAL STREET

New structures which are proposed to be constructed on lots abutting an existing public street which does not meet the minimum standards of Chapter 17.42 for right-of-way width shall provide setbacks sufficient to allow for the future widening of the right-of-way. Building permits shall not be issued unless a yard setback equal to the minimum yard requirements of the zoning district plus the required minimum additional right-of-way width is provided.

17.82.040 PROTECTION OF RUNOFF CAPACITY OF NATURAL DRAINAGE CHANNELS

A property owner shall not allow the water carrying capacity of any drainageway within his property to deteriorate and subsequently contribute to flood hazard. The property owner shall remove excess debris from the channel including dead vegetation. Neither shall any fill or garbage be dumped in any drainageway. Failure to maintain the water carrying capacity of the drainageway shall empower The City to enter the property and take whatever action is necessary to ensure that the carrying capacity of the drainageway is not impaired and then assess the real property and improvements for the cost of The City's actions. Grading permits may be required and are subject to provisions in Chapter 17.46.

17.82.050 FARM USES AND LIVESTOCK

If permitted in the zone, allowed as an accessory use, or otherwise permitted as a commercial or industrial activity, the following limitations shall apply:

A. Crops, Orchards and Gardens. The growing of crops, orchard products, vegetables or similar food items for personal use shall be permitted.

B. Livestock, Chickens, Rabbits and Similar. The breeding, raising, boarding, or selling of horses, cows, bulls, mules, sheep, goats, alpacas, llama, emus, bees, or other similar farm animals are subject to provisions in Title 6 of the Sweet Home Municipal Code.

17.82.060 GENERAL EXCEPTION TO BUILDING HEIGHT LIMITATIONS

Projections such as chimneys, spires, domes, elevator shaft housing, towers, aerials, flagpoles, and other similar objects not used for human occupancy may be constructed to a height not to exceed 1.25 times the height limit for the zone.

17.82.070 HEIGHT EXCEPTIONS FOR PUBLIC BUILDINGS

Public or quasi-public buildings, religious buildings, hospitals, and educational institutions when permitted in a zone may be constructed to a height not to exceed 1.75 times the height limit for the zone, provided all the required yards are increased one foot for each two feet of additional building height above the height regulation for the zone.

17.82.080 ADDITIONS TO EXISTING STRUCTURES

When structures exist at the time a zone is adopted which do not comply with an individual yard setback restriction, additions to such structures not conforming to the yard setbacks shall be allowed, provided:

A. The setback distance will not be decreased by the addition.

B. The addition conforms to all other provisions of the zoning district.

C. The addition shall not be greater than forty (40) percent of the square footage on the ground level of the existing structure.

17.82.090 MISCELLANEOUS EXCEPTIONS TO SETBACK REQUIREMENTS

Setback limitations stipulated elsewhere in this Development Code may be modified as follows:

A. Bus Shelters. Bus shelters which are intended for use by the general public and are under the ownership and/or control of a city, county, state or municipal corporation shall be exempt from setback requirements, provided they do not violate clear-vision provisions in Chapter 17.56.

B. Underground Structures. Side and rear yards of underground structures may be reduced to 3 feet except:

1. Where the perimeter wall of the structure is above the natural elevation of the adjacent ground, in which case the setback provisions of the district shall apply.
2. All openings into the structure, including doors, windows, skylights, plumbing, intake and exhaust vents, shall meet the minimum setbacks of the district.

C. Public Dedication. Setback restrictions of this Development Code shall not apply to existing structures where the setback is reduced by a public dedication.

D. Special Right-of Way. The placement of buildings and the establishment of yards shall conform the right-of-way widths for existing and proposed street alignments shown on the Sweet Home Street Plan.

E. Commercial & Industrial Setbacks. In commercial or industrial districts where an interior yard is not required and a structure is not located at the property line, it shall be set back at least three (3) feet from the property line to accommodate access to the building.

F. Drainageway Setback Provisions

1. All fish-bearing streams and all year-round flowing streams shall have a minimum setback of 50-feet from the top of each bank and 75-feet for the South Santiam River. Additional setbacks may be required for riparian areas, wetlands and floodplains. Building Permit applications and land use applications to The City shall clearly indicate the boundary limits for riparian areas, wetlands and floodplains. Alteration of these areas, other than for continuation of agricultural use, by grading or placement of structures or impervious surfaces is prohibited unless approved by The City in accordance with the procedures of this Development Code and State Law.
2. All other intermittent drainageways and watercourses shall have a minimum setback that includes the vegetative fringe, top of bank or a minimum 15 feet from the center of the drainageway whichever is greater.

17.82.100 NONCONFORMING USES

A. Continuation. A nonconforming use may be continued although not in conformity with the regulations for the zone in which the use is located.

B. Discontinuation. If a nonconforming use is discontinued for a period of more than one year, the use shall not be resumed unless the resumed use conforms with the requirements of the Development Code.

C. Restoration. If a nonconforming use is damaged or destroyed by fire, other casualty or natural disaster, such use may be restored or replaced provided physical restoration or replacement is lawfully commenced within one year of the damage or destruction. The City may administratively grant a one time, one-year extension to this requirement.

D. Alteration and Change of Use. Alterations or changes in a nonconforming use may be permitted to reasonably continue the use. Such alterations or changes are subject to the Nonconforming Use provisions in Chapter 17.108.

E. Exemptions. Non-conforming single-family homes or duplex dwellings in a non-residential zone may be modified, or expanded in compliance with development requirements of the R-3 Zone without the need to comply with the requirements and procedures in Chapter 17.108. Conversions of non-conforming single- family homes to duplexes in non-residential zones are similarly permitted without the need to comply with the requirements an procedures of Chapter 17.108 when they do not increase the nonconformance.

DRAFT
Pending Planning Commission approval on September 1, 2022

CITY OF SWEET HOME
PLANNING COMMISSION
MINUTES

August 04, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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

Meeting Information
The City 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: 947 077 522#

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM

Roll Call of Commissioners

PRESENT:
Jamie Melcher
Henry Wolthuis
Jeffrey Parker
Greg Stephens
Eva Jurney

ABSENT:
Laura Wood
David Lowman

STAFF:
Community and Economic Development Director Blair Larsen
Associate Planner Angela Clegg

GUESTS:
Walt Wendolowski, Morgan CPS Group, 835 Madrona Avenue S, Salem, OR 97302

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.

Meeting Minutes:

a) July 7, 2022 Planning Commission Meeting Minutes

Motion to approve the minutes made by Melcher, Seconded by Stephens.
Yea: 5
Nay: 0
Absent: 2

Public Hearings

Proposed Mountain Fir Dedication of Right-Of-Way

The Public Hearing was opened at 6:34 PM

Commissioner Parker asked of the Committee if there were any Ex Parte, Conflicts of Interest, or Personal Bias, there was none.

Staff Report: Associate Planner Clegg read the memorandum and the letter from Mid-Valley Healthcare, Inc. Community and Economic Director Larsen addressed the procedure for the dedication of right-of-way. Larsen stated that staff recommends that the Planning Commission approve the dedication. It meets the city criteria for a city street.

Commission Discussion: Parker asked if the utilities will be included in the property line adjustment. Larsen explained the process. Stephens asked if there would be sidewalks on the south side of the Mountain Fir Street. Clegg and Larsen explained that they are not required. There was further discussion about the sidewalks. Stephens asked about the responsibility of the landscaping on the south side of Mountain Fir Street. Larsen explained the criteria and responsibilities of owners and the City. Larsen stated that staff can address the landscaping with Mosaic. Parker asked if it could be a Condition of Approval to put in sidewalks. Jurney asked about the property lines on the northern side of the Spring Terrace Subdivision. Larsen showed a map showing a strip of land that is Owned by Spring Terrace Subdivision running along the south side of Mountain Fir Street. There was further discussion between staff and the Commissioners regarding the landscape responsibilities of the Subdivision, the City, and Mosaic. Larsen asked for clarification regarding the request for a sidewalk on the south side of Mountain Fir Street. Parker and Jurney discussed their reasons for wanting a sidewalk. There was further discussion about the care and maintenance of the landscaping and the installation of sidewalks. Jurney asked staff if the sewer system will remain private and have the capacity. Larsen stated that the pipe is already built to City standards and connected to the City system. Larsen asked the Commission if they would like to table the discussion and he will reach out to the landowners with the Commissioners questions.

Testimony in Opposition: None
Testimony in Favor: None
Neutral Testimony: None

Motion to continue the Public Hearing to the September 1, 2022 Planning Commission Meeting was made by Jurney, Seconded by Stephens.

Yea: 5
Nay: 0
Absent: 2

Revised Sweet Home Municipal Code Adoption

The Public Hearing was opened at 6:58 PM

Commissioner Parker asked of the Committee if there were Ex Parte, Conflicts of Interest or Personal Bias, there was none.

Staff Report: Walt Wendolowski, Morgan CPS, presented the Staff Report and gave a brief summary of the Development Code changes.

Commission Discussion: There was discussion with staff regarding next steps.

Testimony in favor: None
Testimony in opposition: None
Neutral Testimony: None

The Public Hearing was closed at 7:29 PM

Motion to recommend approval of the New Development Code to City Council made by Stephens, Seconded by Jurney.
Yea: 5

Nay: 0
Absent: 2

Staff Updates on Planning Projects:

Associate Planner Clegg gave an update on projects.

Staff informed the committee of the Housing Needs Analysis and Buildable Lands Inventory public hearing on September 15, 2022. Immediately after there will be a workshop. The Transportation System Plan is waiting on the State to move forward. The building department is busy with large developments

Adjournment

The meeting was adjourned at 7:36 PM

_____

Jeffrey Parker Chairperson
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – Resolution No. 30 for 2022- A Resolution Approving the City Manager Employment Agreement.
Preferred Agenda:	August 23, 2022
Submitted By:	Julie Fisher, Administrative Services Manager
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution __X__ Motion ____ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Charter
Towards Council Goal:	
Attachments:	Resolution No. 30 for 2022 City Manager Employment Agreement - Young

Purpose of this RCA:

The City Council has extended an Offer of Employment to Kelcey Young for the position of City Manager.

Background/Context:

The City Council wants to thank staff for their valuable contributions to the hiring process and helping the City Council with their evaluation of multiple applicants for the City Manager position. From the beginning, the Council requested Oregon Cascades West Council of Governments (OCWCOG) guide us through the candidates search to be sure that the hiring process was as impartial as possible. The City Council approved a list of knowledge, skills, and abilities they believed would be necessary to see the city through the next stage of growth. From that list, a scoring tool was developed by our OCWCOG representative. That scoring mechanism was used to invite candidates for the first and second interviews and continued throughout the hiring process.

After considering the city's needs, the Council extended a conditional offer of employment to Kelcey Young. She has accepted the position and anticipates a start date of October 1, 2022.

The Challenge/Problem:

To fill the office of City Manager

Stakeholders:

- Citizens of Sweet Home – A City Manager or Manager Pro Tem is necessary to conduct business.
- City Staff – A City Manager or Manager Pro Tem in place for continued direction of staff and projects

- City Council – A City Manager or Manager Pro Tem is necessary to conduct Council meetings and perform as the Ex-Officio City Recorder

Issues and Financial Impacts:

The City Manager position is a budgeted position.

Elements of a Stable Solution:

Appointment for the office of Manager.

Options:

1. *Option* – Make a motion to approve Resolution No. 30 for 2022, approving the City Manager Employment Agreement with Kelcey Young.
2. *Option* – Make a motion to amend Resolution No. 30 for 2022.
3. *Option* – Do Nothing

Recommendation:

Staff recommends option #1 - Make a motion to approve Resolution No. 30 for 2022, approving the City Manager Employment Agreement with Kelcey Young.

RESOLUTION NO. 30 FOR 2022

RESOLUTION APPROVING THE CITY MANAGER EMPLOYMENT AGREEMENT WITH KELCEY YOUNG.

WHEREAS, the Sweet Home City Council has extended an offer of employment to KELCEY YOUNG for the position of City Manager; and

WHEREAS, the Council desires to enter into an employment agreement with KELCEY YOUNG for the position of City Manager for the City of Sweet Home and KELCEY YOUNG has agreed to the terms of the contract as presented;

NOW, THEREFORE THE CITY OF SWEET HOME DOES RESOLVE AS FOLLOWS:

> The Sweet Home City Council hereby approves the employment contract between the City of Sweet Home and KELCEY YOUNG substantially in the form attached hereto as Exhibit A and directs and authorizes the Mayor to enter into the agreement upon satisfaction of the conditions outlined in the terms of the offer of employment.

This Resolution shall be effective immediately upon its passage.

PASSED by the City Council and approved by the Mayor this 23rd day of August, 2022.

_____
Mayor

_____
City Manager Pro-Tem – Ex Officio City Recorder

Employment Agreement
Between
City of Sweet Home, Oregon
And
Kelcey Young

This Employment Agreement (hereinafter "Agreement") is made and entered on the day set out above the signatures below by and between the City of Sweet Home, an Oregon municipal corporation (hereinafter "City"), and Kelcey Young (hereinafter "City Manager" or "Manager"), collectively referred to as "Parties" to set out the terms and conditions of City's employment of City Manager.

Section 1: Term
The City Manager's initial date of hire and anniversary date is October 1, 2022. This Agreement is automatically renewed each January 1st for a one (1) year term, unless or until either party provides written notice at least thirty (30) days prior to December 1st of the prior calendar year of intent not to renew or the Agreement is terminated, amended or modified by either City or City Manager as hereinafter provided.

Section 2: Duties and Authority
City agrees to employ Kelcey Young as its City Manager to perform the functions and duties specified in the City Charter and City Code, and to perform other legally permissible and proper duties and functions of that office as assigned by the Mayor and City Council periodically. City Manager agrees to accept employment as City Manager.

The Mayor and City Councilors affirm their commitment to the principal of noninterference in the City's administration as necessary to the orderly and efficient implementation of City Council policy and City Charter requirements. The Mayor and City Council will direct their concerns and communications to City staff through the City Manager. The City Manager agrees to respond promptly to all inquiries from the Council whether made individually or collectively.

Section 3: Compensation
The salary range for City Manager is $120,000 to $150,000. The City will set Manager's initial salary at one-hundred thirty-five thousand dollars ($135,000). City Manager will be paid in accordance with City payroll practices applicable to other non-union represented employees.

The City Council shall conduct regular performance reviews of the City Manager on a not less than annual basis during October of each year commencing in October, 2023, consistent with the protocols set out in Section 14 below. Based on traditional compensation considerations including but not limited to the City Manager labor market and comparability, cost of living adjustments for other City employee groups, and exceptional performance, the Council may adjust the City Manager's base salary for the successive annual term. Any adjustment shall be effective as of January 1 following the review described herein and in Section 12. Notwithstanding Section 19 B below, an adjustment in Manager's base salary need not be undertaken by amendment of this Agreement.

The City will pay City Manager in equal installments at the same time as other employees of the City are paid. In addition, after Manager has completed six (6) months of employment the City shall provide Manager with any cost-of-living adjustment and increase, including changes in other benefits, in such

amounts and to the extent granted other full-time management City employees. Such increases or decreases being effective consistent with the City's Fiscal Year and Pay Plan.

Section 4: Retirement
The City shall contribute to the *MissionSquare* retirement plan(s) established for other City senior management employees for each month or part thereof she is employed by the City as City Manager.

Section 5: Health, Disability and Life Insurance Benefits
The City will provide and pay a portion of the premiums for health, vision and dental insurance benefits for the City Manager (and her dependents) equal to that provided other full-time management employees of the City. The City Manager will pay the portion of any premium(s) due in an amount/percentage equal to that required of other full-time City management employees.

The City will make group premium payments for life, accidental death, dismemberment, and long-term disability insurance coverages for City Manager who may elect to participate in such group benefits.

Section 6: Vacation, Management and Sick Leave
The City Manager shall accrue sick, vacation and other leaves at the same rate accorded other full-time management employees of the City. In addition, each July 1st during Manager's employment, City shall provide Manager with ten (10) paid days management leave. Administrative leave has no cash value and is to be used, if at all, in the calendar year given. The Manager may take such administrative leave at her discretion during the applicable calendar year and not otherwise.

Consistent with City policy, Manager shall accrue up to a maximum of two (2) times her annual accrual of vacation time (exclusive of holidays) recognized by the City. Manager shall be entitled to City recognized holidays and two (2) personal leave days. The Manager shall accrue sick leave in accordance with City policy. Unused but accrued holiday, personal leave and/or sick leave have no cash value.

In the event of termination, either voluntarily or involuntarily, the City Manager shall be paid for any accrued unused vacation time as of the date employment ends.

Section 7: Automobile and Monthly Expense Allowance and Cell Phone
To compensate Manager for automobile and other expenses related to the duties of the City Manager, the City will pay a monthly Auto Expense Allowance of three hundred seventy-five dollars ($375.00) as full payment for the Manager's use, purchase and/or lease of an automobile, as well as its operation (including insurance and maintenance) and for all other auto-related expenses in connection with business travel. Manager shall obtain from her automobile liability insurer a certificate of insurance and furnish it to the City and shall maintain appropriate insurance coverage which meets Oregon requirements.

The City Manager shall be issued a City cell phone. Manager's reasonable use of the cell phone for personal reasons and reasons of convenience shall be deemed a part of the Manager's compensation.

Section 8: Relocation Reimbursement Inducement
The City shall reimburse moving expenses incurred by Manager in relocating her family to Sweet Home in an amount up to six thousand dollars ($6000).

Section 9: Termination

Termination by the City without Cause. This Agreement may be terminated by the City for any lawful reason whatsoever upon giving not less than thirty (30) days written notice to the Manager.

Termination by City for Cause. City may terminate this Agreement for Cause. For the purpose of this Agreement, "Cause" shall occur when:

1. The Manager willfully fails or refuses to comply with the terms of this Agreement and/or the lawful written policies, standards and regulations of the City now in existence or as may be established periodically;

2. The City has reasonable cause to believe the Manager has misappropriated City funds, goods or services to either her own or some other private third party's benefit or committed any other act of willful misconduct, malfeasance or neglect of duty related to the Manager's employment by the City which the City Council believes in good faith is detrimental to the interests of the City; or

3. The Manager is charged with a crime.

Section 10: At Will Status; Severance Payment

It is understood by the Parties that the employment relationship between the City and the City Manager is employment at will and the City Manager enjoys those rights set forth in this Agreement.

No severance shall be paid nor earned by the Manager (1) if her employment is ended during the first twelve months of employment, or (2) if her employment is terminated for cause as defined in Section 9 above or if she voluntarily resigns under Section 11 of this Agreement.

If the Manager is terminated without cause by the City, before expiration of this Agreement (or any extension thereof), albeit the Manager is ready, willing and able to perform her duties as City Manager, then in that event, the Manager shall be entitled to and the City will pay a severance payment equal to the monetary value of three (3) months of salary.

Payment of severance shall be made monthly. Each payment shall be in the amount of one (1) month salary less appropriate and lawful payroll deductions as determined by the Finance Director.

Regardless of whether the Manager's employment ends for cause or otherwise, she shall be compensated for all her accrued vacation time. The City will make appropriate contributions to the Manager's retirement plan account(s) based on the value of this vacation compensation payment to the extent otherwise permitted by law and retirement plan.

The Manager shall, if terminated without cause, be entitled to reimbursement equivalent to the cost of COBRA health insurance continuation benefits for three (3) months if she elects to receive COBRA coverage. If the Manager elects COBRA continuation benefits, it shall be her responsibility to enroll and pay the premiums in accordance with the insurance plan requirements.

In the event the Manager is incapacitated or otherwise unable to perform her City Manager duties, and upon utilization of any accrued sick leave or other applicable leave allowed the Manager by operation of law, the City may either suspend this Agreement until the City Manager is able to return to work or terminate this Agreement.

Section 11: Resignation
The City Manager may voluntarily resign her position and terminate this Agreement upon providing the City a minimum of sixty (60) days notice, unless the parties agree otherwise in writing.

Section 12: Performance Evaluation
The City shall review the performance of the City Manager in October of each year subject to a process, form, criteria and format identified and agreed upon by the City Council and City Manager and approved consistent with ORS 192.660(7)(d)(D). The process at a minimum shall include the opportunity for both Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a summary of the evaluation results.

In addition, during the initial twelve (12) months of employment, Mayor, Council and Manager will address priorities and particular desires which the Manager, Mayor and Councilors may identify periodically. Manager may receive the benefits of a communication/feedback process conducted at the three (3) month, six (6) month and nine (9) month anniversaries of Manager's employment. This process will be designed by the Manager in collaboration with the Mayor and City Council and is intended by the Parties to facilitate success through relationship building and a mentoring introduction to Sweet Home community culture and expectations.

Section 13: Hours of Work
The City Manager is a salaried employee who must devote a great deal of time outside the normal office hours on business for the City, and to that end the City Manager shall be allowed to establish an appropriate work schedule. The City Manager may adjust her work schedule, including time she is in attendance in her office, provided that the City Manager's work schedule is sufficient to attend to the functions of the City and satisfactorily fulfill the duties of City Manager.

Section 14: Outside Activities
The employment provided for by this Agreement shall be the City Manager's sole employment. Notwithstanding the foregoing, the City will permit outside consulting or teaching opportunities which may provide indirect benefits to the City, and the City Manager may elect after written approval from the City Council to accept limited teaching, consulting, or other opportunities with the understanding that such arrangements may not create interference with nor present a real or perceived conflict of interest with her responsibilities as City Manager.

Section 15: Professional Development
The City recognizes the importance of the Manager's professional development and, in that regard, the Manager may maintain membership in certain professional organizations and pursue continuing education in the areas important to her duties as City Manager. The City shall provide for the Manager's membership dues in the International City/County Management Association and the Oregon City County Management Association. The City will provide funding of the Manager's registration and reasonable travel and related expenses to attend conferences and seminars appropriate to the duties of the City

Manager, including but not limited to meetings and training sponsored by the League of Oregon Cities and ICMA. Such funding shall be considered as part of the City's annual budget process. All out-of-state travel, if any, must be specifically approved by the City Council.

The City will pay the costs of ICMA management credentials and certification when Manager is eligible to enroll in the ICMA management certification program after her fifth (5^{th}) anniversary of employment as City Manager.

Section 16: Indemnification
The City shall defend, hold harmless and indemnify Manager from all demands, claims, suits, actions and legal proceedings brought against the Manager in her individual or official capacity as agent and employee of the City consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

The City will pay the City Manager a reasonable consulting fee and travel expenses should the City Manager serve as a witness, advisor or consultant to the City regarding pending or active litigation following the termination of her employment.

Section 17: Bonding
The City shall bear the full cost of any fidelity or other bonds required of the City Manager by law.

Section 18: Other Terms and Conditions of Employment
Except as otherwise provided in this Agreement, the City Manager shall be entitled to the level of benefits enjoyed by other department director level employees of the City.

Section 19: General Provisions
A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. Modification. Nothing shall restrict the ability of the City and Manager to amend or adjust the terms of this Agreement However, no amendment or adjustment shall be valid unless in writing and signed by both the City and Manager.

This Agreement is personal to the City Manager and is not subject to assignment or transfer but shall be binding upon, and inure to the benefit of, the heirs and executors of the City Manager.

C. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement or work or services covered thereby, it is agreed that such-dispute is required to be submitted to a mediator prior to arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the Portland metropolitan area, unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Linn County Circuit Court upon request of either party.

D. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state or local law relating to the employment, relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (C) above), then the dispute shall be resolved by submitting it to binding arbitration.

1. Within thirty (30) days of a notice by either party to the other requesting arbitration, the City and the Manager shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). The arbitrator shall for purposes of the arbitration proceedings apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration.

2. Within sixty (60) days of the selection or appointment of the arbitrator, both the City and the Manager shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) days after receipt of the statements, the determination of the dispute, which determination shall be final and binding.

3. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys.

E. Effective Date. This Agreement shall be effective from and after the date it is signed by both Parties.

F. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Sweet Home has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested by the City Recorder, and the City Manager has signed and executed this Agreement, this _____ day of August, 2022.

_____
Mayor

_____
City Recorder

_____
APPROVED AS TO FORM
Attorney acting on behalf of the City of Sweet Home

_____
Kelcey Young, City Manager - Select

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action –Approving the Consulting Transition City Manager Employment Agreement.
Preferred Agenda:	August 23, 2022
Submitted By:	Julie Fisher, Administrative Services Manager
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution __X__ Motion ____ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Charter
Towards Council Goal:	
Attachments:	Consulting Transition City Manager Contract - Wurster

Purpose of this RCA:

To approve the agreement for Christy Wurster as Consulting Transition City Manager.

Background/Context:

The City Council wants to thank staff for their valuable contributions to the hiring process and helping the City Council with their evaluation of multiple applicants for the City Manager position. From the beginning, the Council requested Oregon Cascades West Council of Governments (OCWCOG) guide us through the candidates search to be sure that the hiring process was as impartial as possible. The City Council approved a list of knowledge, skills, and abilities they believed would be necessary to see the city through the next stage of growth. From that list, a scoring tool was developed by our OCWCOG representative. That scoring mechanism was used to invite candidates for the first and second interviews and continued throughout the hiring process.

After considering the city's needs, the Council extended a conditional offer of employment to Kelcey Young. She has accepted the position and anticipates a start date of October 1, 2022.

Christy Wurster, City Manager Pro Tem has offered services as Consulting Transition City Manager to help onboard Kelcey Young. Legal Counsel has drafted and reviewed the attached agreement which required approval by the City Council.

The Challenge/Problem:

To fill the office of City Manager

Stakeholders:

- Citizens of Sweet Home – A City Manager or Manager Pro Tem is necessary to conduct business.

- City Staff – A City Manager or Manager Pro Tem in place for continued direction of staff and projects
- City Council – A City Manager or Manager Pro Tem is necessary to conduct Council meetings and perform as the Ex-Officio City Recorder

Issues and Financial Impacts:

The City Manager position is a budgeted position.

Elements of a Stable Solution:

The Consulting Transition City Manager will aid in the transition until Kelcey Young begins as City Manger.

Options:

1. *Option* – Make a motion to approve the Consulting Transition City Manager Agreement with Christy Wurster.
2. *Option* – Make a motion to amend the agreement.
3. *Option* – Do Nothing

Recommendation:

Staff recommends option #1 - Make a motion to approve the Consulting Transition City Manager Agreement with Christy Wurster.

CITY OF SWEET HOME, OREGON
TEMPORARY EMPLOYMENT CONTRACT

For

CONSULTING TRANSITION CITY MANAGER

A CONTRACT between the CITY OF SWEET HOME, OREGON ("City"), **Christy Wurster ("Employee")**, (hereinafter collectively "Parties")

WHEREAS, the City Council:

A. Will appoint Jeff Lynn as City Manager Pro Tem to serve as such from August 22, 2022, through September 13, 2022 (or until Employee returns to the office following a prescheduled absence), and
B. Hereby extends Employee's City employment from and after August 22, 2022, in the capacity of Consulting Transition City Manager,

AND

WHEREAS, the City Council believes that it is in the public interest:

1. and necessary to take the actions described herein because the Sweet Home Charter prohibits extending Employee's service as City Manager Pro Tem beyond August 22, 2022, and due to *force majeure*,
2. and necessary to maintain at least two (2) local City officials with bank check signature authority,
3. to transition City management and operations to the City's next City Manager as seamlessly as possible,
4. to provide the new City Manager for an effective introduction to Oregon, the Sweet Home community, and local customs and laws,
5. to afford the new City Manager with an adequate opportunity to confer and consult concerning, *inter alia,* the strengths, opportunities and challenges of the City organization, and
6. to maintain for reasons of continuity access (for the Mayor, City Manager Kelcey Young, and for Acting-in-Capacity City Manager/City Manager Pro Tem Jeff Lynn during the period August 22, 2022 through September 13, 2022) to Employee in order to rely on her knowledge and familiarity during the period August 22, 2022 until released from this service commitment to the City by the Mayor and the successor City Manager,

AND

WHEREAS, the City Council finds that under the Charter the foregoing actions are necessary to provide continuity in the Office of City Manager until the successor City Manager is able to relocate to Sweet Home and begin her City service as City Manager,

THE CITY COUNCIL THEREFORE ENTERS INTO THIS EMPLOYMENT CONTRACT to set out the Parties' understandings concerning executive city management service and consulting for the City as Consulting Transition City Manager.

IT IS AGREED:

1. **Term**

Employee shall remain continuously employed as City Manager Pro Tem through August 22, 2022, and thereafter for a limited term as a temporary employee of the City under the terms of this Contract which become effective on and after August 23, 2022. Effective August 23, 2022, Employee shall be reclassified from City Manager Pro Tem to Consulting Transition City Manager.

Employment under this Contract from and after August 23, 2022, shall be for an indefinite term which shall not extend beyond October 14, 2022, and which may be discontinued at any time in the discretion of City Manager Kelcey Young following her first week of regular employment, unless otherwise terminated as set forth in Section 5 below.

2. **Employee Duties - Connectivity**

The scope of Employee's duties and time of performance shall be as defined and requested by the City Manager Pro Tem or City Manager. Employee shall retain such authority and duties as the City may determine periodically, including bank and check writing/approval authority. Employee shall make herself available on site and/or remotely, at her discretion and insofar as her prior commitments and arrangements permit, including by cellular phone. Employee may retain the City cell phone and utilize it for City and reasonable personal purposes, including outside the continental United States, which use shall be regarded for all purposes as part of Employee's compensation.

3. **Compensation**

A. City will continue to pay Employee $72.12 per hour in wages payable on the same schedule as it pays the City's regular employees subject to all withholdings required by law.
B. The Employee shall be paid eight hours of holiday compensation for each holiday observed by the City.
C. City will continue to pay the premiums and Employee will be eligible for LTD, Life insurance and comparable benefits received by other management employees as if she were a full-time employee, except that Employee elects to maintain her current health care and dental benefits and will not enroll in the City plans.
D. City agrees to provide workers' compensation insurance coverage for Employee.
E. Employee will receive ICMA retirement benefit contributions consistent with those provided to City management employees for compensable hours worked and based in payroll.
F. Employee will be granted leave from her responsibilities sufficient to attend to her personal priorities outlined in Section 8 of this Contract.
G. Employee shall be entitled to receive and use executive leave accruals remaining in her leave bank offered to other management employees in recognition of periodic demands of the job.
H. Employee will receive 8 hours of sick leave for the months of August and September, and 4 hours of sick leave in October.
I. City agrees to provide the use of a city vehicle for city-related business or will reimburse Employee for mileage outside a ten (10) mile radius for City-related business.
J. Employee agrees to give the City a bond for the faithful performance of her duties at the City's request. City agrees to locate the service provider, facilitate the process, and pay for the cost of the bond.

4. **Supervision and Control**
   Employee shall report to the City Manager Pro Tem, or City Manager, as the case may be, in carrying out and implementation of her duties.

5. **Separation**
   A. Resignation. Employee may resign at any time with fourteen (14) days advance written notice to the City.
   B. Termination and Removal
      a. Employee is an at-will employee serving at the pleasure of the City Manager once the next regular City Manager has commenced employment.
      b. The City Council may terminate this Contract at any time for any reason or no reason at all, by a majority vote of its members.

6. **Law of Oregon**
   The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Linn County, Oregon.

7. **Indemnification**
   Consistent with the Oregon Tort Claims Act, City shall defend, hold harmless, and indemnity the Employee against any claim or legal action arising out of the Employee's discharge of her duties under this Contract and within the scope of her employment whether such claims are made during the period of service or after that time for those services rendered by Employee during the service period. This indemnification obligation continues after this contract has expired.

8. **Leave**
   Employee shall be deemed on paid leave during her absence during August and September until all accruals earned and not used during her City employment have been exhausted. Employee's current accrual entitlement (excluding sick leave) is approximately forty (40) hours inclusive of accruals to be earned during the term of this contract.

9. **Assignment**
   The Employee may not assign any interest in this Contract and shall not transfer any interest in the same.

10. **Modification**
    Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

11. **Waiver and Severability**
    In the event any provision of this Contract is held to be invalid or unenforceable, the remaining provisions will continue to be valid and binding upon the parties. The other party will not construe one or more waivers by either party of any provision, term, condition, or covenant as a waiver of a subsequent breach of the same.

12. **Time of Essence**
Time is of the essence for this contract.

EMPLOYEE	**CITY OF SWEET HOME**
_____	_____
Christy Wurster	Mayor

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action – Contract for Services – Merina and Company
Preferred Agenda:	August 23, 2022
Submitted By:	Julie Fisher, Administrative Services Manager
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ___ Motion _x___ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Financial Policy
Towards Council Goal:	Goal 2.1: Update & Streamline Process Goal 2.5: Continue to Implement Best Financial Practices
Attachments:	Contract for Services

Purpose of this RCA:
To review a contract between the City of Sweet Home and Merina and Company for Finance Services.

Background/Context:

Council authorized the City Manager to execute a contract with Matt Brown Consulting in July 2022. The City is still in need of consulting until the Finance Director position is filled. Council authorization is needed to approve a contract with Merina and Company for services as outlined in the engagement letter to ensure that the City's main operation account is reconciled for Fiscal Year 21-22 in preparation for the Audit.

The Challenge/Problem:
Should the City of Sweet Home enter into a contract with Merina and Company for Finance Services?

Stakeholders:

- *City of Sweet Home Staff – entering into a contract with Merina and Company ensures a successful continuation of operations in our Finance Department until a Finance Director can be hired.*
- *City of Sweet Home Council- Council is more effective and efficient with clear, updated, best practices for policy as recommended.*
- *Sweet Home Residents – Residents and taxpayers benefit when policies lead to effective operations and practices.*

Issues and Financial Impacts:
The cost of services will be bason on time and materials as stated in the letter of engagement.

Elements of a Stable Solution:
Approval or disapproval of the contract.

Options:

1. *Option #1 - Do Nothing*.
2. *Option #2 - Make a Motion to authorize staff to enter into a contract with Merina and Company for Finance Services.*
3. *Option #3 - Make a Motion Seek additional consultant to aid in the bank reconciliations.*

Recommendation:

1. **Option #2:** *Make a Motion to authorize staff to enter into a contract with Merina and Company for Finance Services.*

7624 SW Mohawk Street
Tualatin, OR 97062
www.merina.com
503.723.0300

MERINA+CO

August 16, 2022

Ms. Christy Wurster
City Manager Pro Tem
City of Sweet Home Oregon
3225 Main Street
Sweet Home, OR 97386

We are pleased to confirm our understanding of the services we are to provide for City of Sweet Home (the City). This letter will serve as the formal arrangement letter for the services you have requested our firm to perform and the terms for the engagement. We encourage you to read this letter carefully as it includes important information regarding the services to be performed. If there are any questions on the content of the letter, or the services we will be providing, we welcome the opportunity to meet with you to discuss this information.

Services to Be Performed

At your request and under your direction, we will perform the following services:

+ Perform reconciliations of the City's main operating account for the fiscal year ended June 30, 22.,

City's Responsibilities for This Engagement

As a client of MCO, the City assumes the following responsibilities in connection with our provision of the services identified above:

1. Designation of an individual who possesses suitable skills, knowledge, and/or experience to oversee the services. That individual is identified as Matt Brown Interim Finance Director (name and title).
2. Evaluate the adequacy and results of the services provided.
3. Acceptance and responsibility for the results of services.
4. Acceptance of responsibility for designing, implementing, and maintaining internal controls related to the services performed.

MCO's Responsibilities for This Engagement

We will perform the identified services in accordance with the applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as making management decisions or assuming management

responsibilities. We may advise you on certain matters related to the services provided, but you must make all management decisions regarding those matters.

Fees/Withdrawal

Due to the nature of this project, our firm will progress bill based on work completed at the end of each month. As discussed, we will perform a reconciliation of the July 2021 bank statement on a "time and materials" basis at our current rates as stated below. Based on our experience with the July reconciliation, we will provide the City with a not-to-exceed estimate for the remaining reconciliations through the June 2022 statement.

All services as outlined will be billed at our standard hourly rates as follows:

Partner	$300/$150.00 for travel
Managing Consultant	$225/$112.50 for travel
Senior Consultant	$175/$87.50 for travel
Consultant	$125/$62.50 for travel

All out of pocket expenses incurred will be billed at actual cost and supported with receipts. You agree that if you fail to pay for services rendered or expenses incurred for this engagement, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten (10) days after the mailing of written notice to you at the same address to which invoices are sent. You recognize that any discontinuance of work or withdrawal by us could seriously harm your interests, but nevertheless specifically give your consent to do so and to any court of law, arbitrator, or other form to allow us to withdraw if we choose to withdraw from this engagement for any reason at our sole discretion.

Mediation/Arbitration

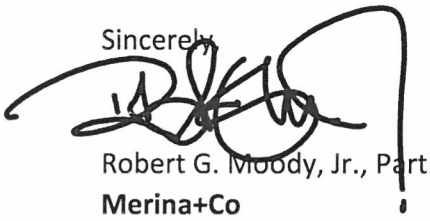
If any dispute arises amongst the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Cost of any mediation proceeding shall be shared equally by all parties.

The City and MCO both agree that any dispute over fees charged by MCO to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by MCO, each of us is giving up the right to have the dispute decide in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Conclusion

This letter sets forth the entire agreement relating to our consulting services. This letter supersedes any prior agreements, discussions, or undertakings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement.

Sincerely,



Robert G. Moody, Jr., Partner
Merina+Co

The above letter confirms our understanding of the services to be performed and limitations of those services.

City of Sweet Home, Oregon

Printed Name: Christy Wurster

Title: City Manager Pro Tem

Signature: Christy Wurster

REQUEST FOR COUNCIL ACTION

Title:	Request for Council Action - Electronic Construction Document Control System Software and Support Services RFP
Preferred Agenda:	August 23, 2022
Submitted By:	Trish Rice, Engineering Tech 2
Reviewed By:	Christy Wurster, City Manager Pro Tem Greg Springman, Public Works Director
Type of Action:	Resolution ____ Motion _X_ Roll Call ___ Other ___
Relevant Code/Policy:	N/A
Towards Council Goal:	1.1 Develop specific steps for implementation of the adopted infrastructure master plans. 2.6 Employ sound technology to maximize efficiency.
Attachments:	Electronic Construction Document Control System Software and Support Services RFP

Purpose of this RCA:

Staff is requesting Council authorization to advertise the Electronic Construction Document Control System Software and Support Services RFP for the Mahler WRF Improvements Project.

Background/Context:

Construction of the Mahler WRF Improvements Project presents a much higher level of complexity than the City's usual capital projects. It is much more technologically complex, longer duration, and involves a much larger project team. There will be exponentially more material submittals, requests for information/clarification, field changes, and change orders, all of which must be tracked & processed in a timely fashion. Smaller projects can be adequately managed using basic Microsoft Office applications, however the usefulness does not scale up to multi-million, multi-year projects, where the risk of error is compounded by the high volume of documents and correspondence to be processed and the greater number of people involved. Failure to accurately process all documents and correspondence within the contractually specified timeframes presents risk for added costs, schedule delays, and in the worst case, lawsuits.

To illustrate the high volume of project correspondence that Sweet Home can expect to process, below is a brief summary of representative projects submitted by the interested contractors as part of their statements of pre-qualification.

Project	Original Contract Price	# of Requests for Information/Clarification	# of Submittals	# of Change Orders
Lake Oswego WTP	$66.1M	379	654	39
City of Washougal WWTP	$12.2M	66	205	12
Lebanon WTP	$26.4M	267	333	44
Medford Duff Flocculation/Sedimentation	$17.3M	56	105	not provided
Snoqualmie WRF	$5.5M	21	61	21
Vancouver Water Station 1	$10.4M	not provided	not provided	85
Port Townsend WTP & Reservoir	$12.0M	not provided	not provided	13

Multiple specialized software vendors exist that cater to this need via cloud-based document management systems. West Yost has recommended that the City procure such software to streamline the process and facilitate communication between the City, engineer, and contractor. The software will at minimum automatically timestamp documents, actions, and correspondence; notify users of new requests; track the status and due date of each request; and provide on-demand reports. Some software platforms also offer additional functionality such as plans markups and financial reporting. Some vendors price their product by the number of users and others by the value of the construction project.

West Yost has provided the RFP to assist the City with this selection. The intent is to use the same software platform for all project phases. The contractor will use the City's selected software and the City will own the data. This is recommended over the alternative of the contractor providing the software, which would mean City would have limited control to dictate what features are desired, would pay contractor markup, and the contractor would own the data, which presents risk to accessing necessary data in the event of a dispute.

Proposals will be due September 13, 2022. Selection will be made by a combination of price and qualifications/functionality. Contract award is anticipated to come before Council for approval in late September to early October prior to breaking ground which is anticipated for November.

The Challenge/Problem:

To efficiently manage a high volume of critical documents on an administratively complex project and across a large multi-organizational team while minimizing the potential for error.

Stakeholders:

- *City Residents*. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- *Council Members*. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- *Public Works Department Staff.* This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.
- *Management Team*. Comprised of five department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- *Oregon DEQ*. The WWTP upgrade project is required to comply with DEQ regulations.

Issues and Financial Impacts:

The software is anticipated to cost approximately $50-100k per year. Some software vendors price their product by the number of users, and others on a per-project basis based on the value of the project. The proposals will include the vendor's pricing. Fees will be billed to the construction project budget line item.

Elements of a Stable Solution:

Procure a competent and affordable software platform for electronic construction document control.

Options:

1. *Move to authorize staff to advertise the Electronic Construction Document Control System Software and Support Services RFP.* This will allow the entire project team to accurately track & process essential project files in a timely fashion to avoid added costs/duration/legal consequences.
2. *Require the contractor to select and provide the Electronic Construction Document Control System Software.* Not recommended. The City would have limited control to dictate what features are desired, would pay contractor markup, and the contractor would own the data, which presents risk to accessing necessary data in the event of a dispute.
3. *Do nothing.* Not recommended. The high volume of documents anticipated for this project will be very inefficient to manage using basic Microsoft Office applications which will lead to errors, delays, and risk of added costs.
4. *Request more information or give staff other direction.*

Recommendation:

Staff recommends Option 1, *Move to authorize staff to advertise the Electronic Construction Document Control System Software and Support Services RFP.*

AUGUST 2022

Request for Proposals for Electronic Construction Document Control System Software and Support Services

PREPARED FOR

City of Sweet Home
Mahler Water Reclamation Facility
Improvements Project

PREPARED BY

WEST YOST
Water. Engineered.

Request for Proposals for Electronic Construction Document Control System and Support Services

Prepared for

City of Sweet Home
Mahler WRF Improvements Project

Project No. 936-50-21-09

WEST YOST
Water. Engineered.

AUGUST 2022

Table of Contents

PROJECT OVERVIEW **1**

ECDCS OVERVIEW AND REQUIREMENTS **2**

PROPOSAL ORGANIZATION AND CONTENT **3**

PROPOSAL SUBMITTAL INSTRUCTIONS **4**

PROPOSAL EVALUATION and scoring **4**

PROPOSAL CONDITIONS **5**

Interpretations and Addenda 5

Public Records 5

Acceptance, Rejection, or Cancellation of Award 5

Protests 5

Protests of Solicitation 5

Protests of Contract Award 6

Contract 6

LIST OF ATTACHMENTS

Attachment A. Drawings

Attachment B. Contract Specification Section 01 31 26
Electronic Construction Document Control System

Attachment C. City Standard Contract

Request for Proposals for Electronic Construction Document Control System and Support Services

The City of Sweet Home (Owner) hereby solicits the submittal of Proposals from companies interested in providing an Electronic Construction Document Control System (ECDCS) for the Sweet Home Mahler Water Reclamation Facility (Mahler WRF) Improvements Project (Project).

PROJECT OVERVIEW

The Owner anticipates the Mahler WRF Project will be constructed in multiple phases over a period of approximately three (3) years beginning in October 2022. Owner anticipates using the ECDCS for the full project duration. The Mahler WRF Improvements Project will include the following:

- **WRF Liquid Stream Upgrades:** influent pump station (IPS), recycle drain pump station (RDPS), headworks, primary influent control structure (PICS), primary clarifiers, primary scum and sludge pumping, primary effluent control structure (PECS), existing aeration basin rehabilitation and expansion, third aeration basin, mixed liquor control structure (MLCS), 90-foot secondary clarifier with submersible RAS/WAS pump stations (SC90), submersible RAS/WAS pump stations for the existing 60-foot secondary clarifier, tertiary filtration, UV disinfection, utility water upgrades, Parshall Flume for effluent flow metering, associated electrical upgrades, and appurtenances and buildings.
- **WRF Solids Stream Upgrades:** solids blend tank, solids thickening, solids feed pump station, primary anaerobic digester, digester mixing and heating systems, digested sludge storage tank, digested sludge transfer pump station, solids dewatering, dewatered cake storage, and associated appurtenances and buildings.
- **Electrical, Instrumentation and Controls Upgrades:** new electrical service and switchgear, motor control centers (MCCs), standby generator and automatic transfer switch, plant control panel, security and access systems, and associated appurtenances and buildings. Some electrical and controls equipment may be provided as Owner-supplied equipment. Owner's Integrator-of-Record will supply control panels and provide SCADA programming for the project. A new timber-framed Main Electrical and Blower Building will house the electrical switchgear, MCCs and control panels as well as new aeration blowers.
- **Plant Control and Maintenance Building:** a pre-engineered metal building (PEMB) with water quality laboratory, staff locker rooms, offices and multi-use areas, IT/OT room, archive storage, mechanical maintenance bay and associated appurtenances.
- **WWTP Outfall:** upsizing the existing outfall and construction of a new river outfall diffuser may be required either as part of the project or a separate phase of construction.

Mahler WRF improvements will be completed in multiple phases as follows:

- **Phase 1:** Influent pump station, Main Electrical and Blower Building, site demolition, site grading, retaining walls and yard piping. New electrical service and switchgear, standby generator and automatic transfer switch and other associated electrical upgrades.
- **Phase 2:** All other WWTP upgrades.
- **Phase 3:** New WWTP outfall (if required).

The current estimated cost of the project is $40 - $48 Million. Current anticipated timelines for each construction phase are as follows:

- **Phase1:** October 2022 – October 2023
- **Phase 2:** August 2023 – October 2025
- **Phase 3:** Summer 2025

Attachment A includes drawings showing project location and phased site plan. The WWTP Phase 1 Final Contract Documents for the Project are available for review at Sweet Home City Hall, 3225 Main St., Sweet Home, Oregon during normal business hours.

The ECDCS will be utilized for the full project duration, potentially by multiple Prime Contractors leading the 3 project phases.

ECDCS OVERVIEW AND REQUIREMENTS

A single Electronic Construction Document Control System shall be utilized for the full duration of the Mahler WRF Improvements Project. The ECDCS to be utilized for the Project is anticipated to include the following key elements:

- **Software Platform:** The ECDCS will be an integrated platform providing:
  - Connection and collaboration of the full project team, including all staff from the Owner, Engineer, Prime Contractor(s) and Sub-contractors.
  - Single point of information for all construction documents, including schedules,
  - Unlimited users
  - Mobile software platform for use by the project team at the project site when a laptop or desktop computer is not available.
- **Automated Construction Correspondence:** An integrated platform documenting and organizing all construction-related correspondence.
- **Access and Permissions:** A range of permissions depending on individual roles and responsibilities on the Project.
- **Build to Suit:** A platform that can be modified to suit the Owner with customizable forms and reports
- **Security:** A fully secure system backed up on a daily basis.
- **Ownership:** Owner shall retain ownership of all construction documents.
- **Project archive:** An organized deliverable containing all construction related documents and correspondence at the completion of each project phase.
- **Training:** Initial and ongoing training and support for all parties involved in the project throughout all phases of construction.
- **Technical Support:** continuous technical support provided by people, not computers.

The EDCDS shall be:

- Functional, intuitive and easy to use
- Scalable depending on the needs of each project phase

PROPOSAL ORGANIZATION AND CONTENT

Proposals for providing ECDCS and Support Services on the Mahler WRF Improvements Project shall be organized with the following sections and associated information:

1. Cover Letter signed by a company officer authorized to bind the company contractually and committing the company to provide services as requested.
2. Product Information and Details
   a. Provide an overview of the ECDCS system to be supplied, including key features and benefits.
   b. Summarize base ECDCS system along with upgrade options.
   c. Highlight options for creating specialized construction forms and associated services for use during construction.
3. Service, Support and Training
   a. Location of training and support staff who will work with the Owner in setting up the Project using the ECDCS and continuing to support the project through completion of construction.
   b. Provide an initial ECDCS training program for all project team members, including City, Engineer and Prime Contractor and Sub-Contractor personnel.
   c. Summarize available continuing training, service and support that will be available to the Project Team throughout the project, including training for new team members added throughout the project.
   d. Highlight online tools, training and other information that will be made available to the Project Team.
4. References
   a. References shall include a summary of experience providing ECDCS on projects of similar type, size and duration.
   b. Provide References for a minimum of five (5) similar projects completed within the past seven (7) years with a total construction cost of over $10 Million.
   c. Highlight Oregon and municipal water/wastewater projects and provide reference contact information.
5. Scope of Supply and Pricing
   a. Provide a detailed Scope of Supply for goods and services for the ECDCS to be provided.
   b. The Proposal shall include a detailed scope of services and base proposal cost for all project phases.
   c. Provide a breakdown of all upfront costs and ongoing monthly, quarterly or annual costs associated with the ECDCS.
   d. Provide a proposed training schedule and timelines for developing specialized forms desired by the Owner for use during construction.
   e. Provide a summary of any equipment required to be provided by the Owner along with estimated pricing.

f. Provide an overview of support services to be provided along with any specialized pricing for services not included in the base proposal cost.
g. Include a pricing schedule for the following years: 2022, 2023, 2024, 2025 and 2026.

6. In Appendix A, include any other pertinent information deemed important by the Proposer for consideration by the Owner.

PROPOSAL SUBMITTAL INSTRUCTIONS

Submit two (2) hard copies and one (1) electronic copy on USB drive of the proposal labeled "Proposal for Electronic Construction Document Control System and Support Services for the Mahler WRF Improvements Project" no later than **2:00 PM** local time on **Tuesday, September 13, 2022** as follows:

Mr. Greg Springman
Public Works Director
City of Sweet Home Public Works Department
1400 24th Avenue
Sweet Home, OR 97386

If a Proposer deems any information requested to be proprietary information, provide one (1) additional digital copy on a USB storage drive with proprietary information redacted.

Questions regarding the RFP shall be directed to:

Ms. Trish Rice
Engineering Technician II
City of Sweet Home Public Works Department
1400 24th Avenue
Sweet Home, OR 97386
Ph: (541) 818-8037
E-mail: price@sweethomeor.gov

PROPOSAL EVALUATION AND SCORING

Owner shall evaluate all proposals and select the submittal the Owner deems to be the highest scored Proposer in accordance with ORS 279B. Owner reserves the right to request a demonstration as part of the evaluation process. Scoring to be used to evaluate proposals will be based on the following:

Cover Letter	Pass/Fail
Product Information and Details	15 points
Service, Support and Training	25 points
References	25 points
Scope of Supply and Pricing	35 points
Total Points	**100 points**

PROPOSAL CONDITIONS

Interpretations and Addenda

Owner will notify Proposers of addenda using the automated mailing list on the City's website. It is the responsibility of Proposers to verify they are listed with the correct contact information on the RFP-holders list.

If necessary, interpretations or clarifications in response to questions will be issued by Addenda to all parties listed on the City's website. Oral and other interpretations or clarifications will be without legal effect.

Questions received less than five (5) business days before the Proposal due date may not be answered.

Public Records

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

Marking all, or substantially all, or your proposal as "Proprietary" is not permitted and may be grounds for the City considering your proposal nonresponsive, at the City's sole discretion. If your proposal contains proprietary information protected under this section, please provide an additional redacted digital copy on the USB storage drive.

Acceptance, Rejection, or Cancellation of Award

1. This RFP does not constitute an offer to contract and does not commit the Owner to the award of a Contract to anyone, or to pay any costs incurred in the preparation and submission of proposals.
2. All costs of the Proposal process, interviews, contract negotiations, and related expenses are the responsibility of the Proposer.
3. Owner reserves the right to waive any informality or irregularity in any proposal or proposals.
4. Owner reserves the right to delay, suspend, modify or cancel all or part of this RFP at any time before execution of the Contract for any reason determined to be in the Owner's best interest.
5. All submittals become the property of the Owner.

Protests

Protests of Solicitation

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

Protests of Contract Award

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

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

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

Contract

The Owner desires to enter into an Agreement in the form included in Attachment C, which includes all goods and services specifically outlined in this RFP. The selected Proposer will be expected to sign the Agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the Attachment C will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, at the City's sole discretion.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. This RFP is authorized and approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

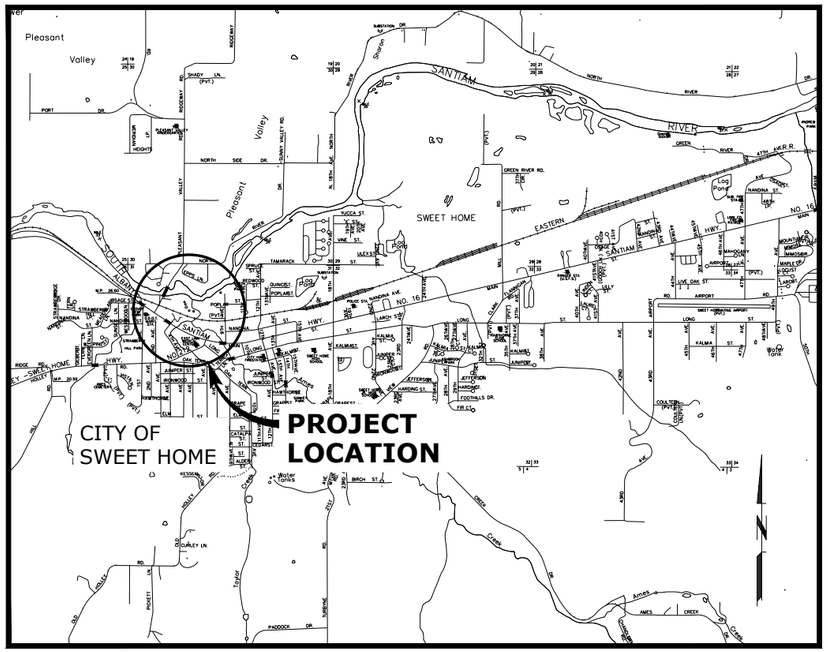
THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

Attachment A

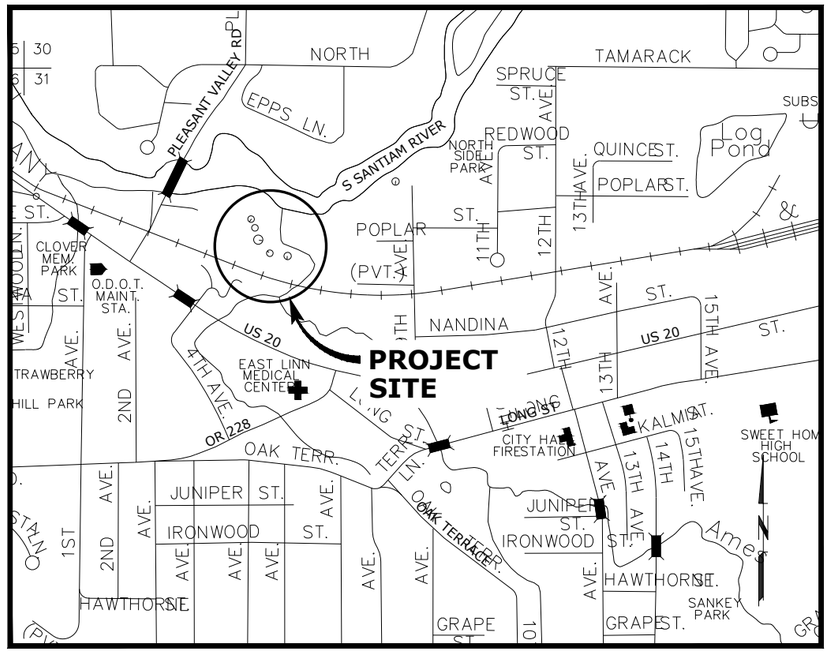
Drawings

MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT

2022



VICINITY MAP
SCALE: 1"=2000'



LOCATION MAP
SCALE: 1"=500'

WEST YOST
Water. Engineered.

ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-246-6699.)

C:\Users\bbarry\ACCDocs\Cadworks Inc\Sweet Home WWTP\Project Files\Active Design - CAD\2D Design\01_General\BVB\19-2605-OR-G.dwg G-000 6/7/2022 6:51 PM BBARRY 24.1s (LMS Tech)

TO PLEASANT VALLEY ROAD

EXIST BATHROOM RELOCATION SEE SHEET C-006

MAIN EXIST ENTRANCE GATE FOR CONSTRUCTION ACCESS

GEN SET EQUIPMENT PAD SEE DET 2/S-402

VERTICAL CURB

WALL MOUNTED CHAIN LINK FENCE

SECONDARY EXIST ENTRANCE GATE FOR CONSTRUCTION ACCESS

BOAT RAMP ACCESS DRIVE

TRANSFORMER

CONNECT TO EXIST FENCE

MAIN ELECTRICAL & BLOWER BUILDING

FUTURE BUILDING A

STAGING AREA

FUTURE BUILDING A

FUTURE SCREENING

FUTURE GRIT

FUTURE AERATION BASIN 3

FUTURE PRIMARY CLARIFIER

FUTURE SECONDARY CLARIFIER

AMES CREEK

ALBANY AND EASTERN RAILROAD

INFLUENT PUMP STATION

WALL MOUNTED CHAIN LINK FENCE 2/C-002

TEMP GEN SET EQUIPMENT PAD SEE SHEET S-114

CHAIN LINK FENCE 1/C-002

CONNECT TO EXIST FENCE

NOTES:

1. CONTRACTOR TO CONFIRM ALL ACCESS POINTS FOR CONSTRUCTION AND STAGING AREAS WITH OWNER.

SITE PLAN LEGEND

- PROPOSED ASPHALT
- PROPOSED CONC SIDEWALK
- PROPOSED GRAVEL
- PROPOSED CHAIN-LINK FENCE
- FUTURE STRUCTURE TO BE CONSTRUCTED BY OTHERS
- CONTRACTOR STAGING AREAS

PLAN

SCALE: 1"=30'

90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE

0 ½ 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

BVB DESIGNED

BVB DRAWN

WJM CHECKED

REGISTERED PROFESSIONAL ENGINEER 85993PE OREGON JULY 14, 2017 BROOKE VICTORIA BARRY

EXPIRES : 12/31/2023

WEST YOST Water. Engineered.

Sweet Home Oregon at its best!

MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT PHASE 1

OVERALL SITE PLAN PHASE 1

PROJECT NO.: 19-2065 | SCALE: AS SHOWN | DATE: JUNE 2022

SHEET C-030

P:\Clients\936 City Of Sweet Home\50-21-09 WWTP Phase 1 Final Design\CAD\Figures\19-2605-OR-C-SITE-PH1.dwg C-030 7/5/2022 9:22 AM BBARRY 24.1s (LMS Tech)

TO PLEASANT VALLEY ROAD

CHAIN LINK SLIDING GATE

DOUBLE SWING GATE

CHAIN LINK FENCE

DOUBLE SWING GATE

OUTFALL IMPROVEMENTS (POTENTIALLY PHASE 3)

BOAT RAMP ACCESS DRIVE

r=30'

BUILDING A (O&M AND CONTROLS)

FUTURE AERATION BASIN 4

AB3

20'

TERTIARY BUILDING

UW STORAGE

UV DISINFECTION

MLCS

54.9'

PRIMARY CLARIFIERS

FUTURE PRIMARY CLARIFIER 4

PECS

PICS

TERTIARY FILTERS

SC60 RAS/WAS PS

FUTURE GAS CONDITIONING AND COGEN

20'

BUILDING A (HEADWORKS AND DEWATERING)

32.6'

ALBANY AND EASTERN RAILROAD

Ø7'-6"

EXIST SC60

SC90 WAS PS

SC90

ODOR CONTROL

PRIMARY SCUM PIT

SC90 RAS PS

DG2

EXIST ELEC BLDG

DG1

r=28'

27.98'

RDPS

ODOR SCRUBBER (REHAB)

SOLIDS BLDG

CONNECT TO EXIST FENCE

SOLIDS BLEND TANK

AMES CREEK

ALBANY AND EASTERN RAILROAD

SITE PLAN LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONC SIDEWALK
- PROPOSED GRAVEL
- PROPOSED CHAIN-LINK FENCE
- FUTURE STRUCTURE TO BE CONSTRUCTED BY OTHERS

PLAN
SCALE: 1"=30'

30% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE
0 ½ 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

BVB DESIGNED
BVB DRAWN
WJM CHECKED

PRELIMINARY ONLY
DO NOT USE FOR CONSTRUCTION
JUNE 2022
West Yost
WWW.WESTYOST.COM

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Water. Engineered.

Sweet Home Oregon at its best!

MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT PHASE 2

CIVIL SITE

OVERALL SITE PLAN PHASE 2

PROJECT NO.: 19-2065 | SCALE: AS SHOWN | DATE: **JUNE 2022**

SHEET
C-032

P:\Clients\936 City Of Sweet Home\50-21-09 WWTP Phase 1 Final Design\CAD\Figures\19-2605-OR-C-SITE-P2.dwg C-032 7/5/2022 11:40 AM BBARRY 24.1s (LMS Tech)

Attachment B

Specification Section 01 32 16
Electronic Construction Document Control System

SECTION 01 31 26

ELECTRONIC CONSTRUCTION DOCUMENT CONTROL SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall utilize an Electronic Construction Document Control System (ECDCS) provided by the Owner. ECDCS will be a web-based electronic media site and will be made available to the contractors' project personnel, Owner and Engineer. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of the contract. The ECDCS shall be the primary means of project information submission and management. When required by the Owner, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern.

1.02 USER ACCESS LIMITATIONS

A. The Owner will control the Contractor's access to ECDCS by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do). Sub-contractors and suppliers may be given access to the system through the Contractor. Entry of information exchanged and transferred between the Contractor and its sub-contractors and suppliers on the system shall be the responsibility of the Contractor.

B. Joint Ownership of Data - Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the ECDCS system) by the Owner and the Contractor will be jointly owned.

C. Data access after project completion - All Project participants can request a copy of their project information from the system upon completion of the project. Participants are responsible for the $500 cost for the archive. To request an archive complete a support request in the ECDCS application. The support request should include the address for shipping the archive too.

1.03 AUTOMATED SYSTEM NOTIFICATION AND TRACKING

A. Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents.

B. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents.

C. Owners acceptance via automated system notifications extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

1.04 SUBMITTALS

A. See Section 01 33 00, Submittals

1. List of Contractor's key personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organizations' administrator on the list.

1.05 COMPUTER REQUIREMENTS

A. The Contractor shall use computer hardware and software that meets the requirements of the ECDCS system as recommended by ECDCS vendor to access and utilize ECDCS. As recommendations are modified by ECDCS, the Contractor will upgrade their system(s) to meet the recommendations or better. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract.

B. The contractor shall ensure that connectivity to the ECDCS system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems.

1.06 CONTRACTOR RESPONSIBILITY

A. The Contractor shall be responsible for the validity of their information placed in ECDCS and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in ECDCS to the maximum extent possible. If a form does not exist in ECDCS the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of ECDCS (outside what is provided by the owner) and the other programs indicated above as needed.

1. User Access Administration - Provide a list of Contractor's key ECDCS personnel for the Owner's acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and subcontractors to ECDCS.

1.07 TRAINING

A. The Owner has arranged for the following training to be provided to the Contractor.

1. Flex Training class (2 hr per session, on line) 2 sessions.

PART 2 - PRODUCTS (OWNER-SUPPLIED)

2.01 DESCRIPTION

A. Vendor: Procore, Bentley Systems, or equivalent.

PART 3 - EXECUTION

3.01 EXECUTION

A. Design Document Submittals - All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the ECDCS submittal work flow process and form.

B. Shop Drawings - Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the ECDCS submittal work flow process and form. Examples of shop drawings include, but are not limited to:

1. Standard manufacturer installation drawings.
2. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
3. Steel fabrication, piece, and erection drawings.

C. Product Data - Product catalog data and manufacturers' instructions shall be submitted as PDF attachments to the ECDCS submittal work flow process and form. Examples of product data include, but are not limited to:

1. Manufacturer's printed literature.
2. Preprinted product specification data and installation instructions.

D. Samples - Sample submittals shall be physically submitted as specified in Section 01 33 00. Contractor shall enter submittal data information into ECDCS with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:

1. Product finishes and color selection samples.
2. Product finishes and color verification samples.
3. Finish/color boards.
4. Physical samples of materials.

E. Administrative Submittals. All correspondence and pre-construction submittals shall be submitted using ECDCS. Examples of administrative submittals include, but are not limited to:

1. Digging permits and notices for excavation.
2. List of product substitutions
3. List of contact personnel.
4. Notices for roadway interruption, work outside regular hours, and utility cut overs.
5. Requests for Information (RFI).
6. Each schedule submittal specified in Section 01 32 16
7. Construction Progress Schedule shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used.
8. The schedule will also be posted as a PDF file.
9. Plans for safety, demolition, environmental protection, and similar activities.

10. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.

11. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.

12. Any general correspondence submitted.

F. Compliance Submittals Test reports, certificates, and manufacture field report submittals shall be submitted on ECDCS as PDF attachments. Examples of compliance submittals include, but are not limited to:

1. Field test reports.

2. Quality Control certifications.

3. Manufacturers documentation and certifications for quality of products and materials provided.

G. Record and Closeout Submittals - Operation and maintenance data and closeout submittals shall be submitted on ECDCS as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:

1. Operation and Maintenance Manuals: Final documents shall be submitted as specified.

2. As-built Drawings: Final documents shall be submitted as specified.

3. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.

H. Financial Submittals - Schedule of Value, Pay Estimates and Change Request Proposals shall be submitted on ECDCS. Supporting material for Pay Estimates, Change Requests, and allowance order proposals shall be submitted on ECDCS as PDF attachments. Examples of compliance submittals include, but are not limited to:

1. Contractors Schedule of Values

2. Contractors Monthly Progress Payment Requests

3. Contract Change proposals requested by the project owner.

4. Preliminary allowance order proposals requested by the project owner.

END OF SECTION

Attachment C

City Standard Contract

City of Sweet Home
Personal Services Contract for
Goods and Special Services

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

A. RECITALS

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

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

City has awarded the contract to Contractor.

B. CONTRACT EXHIBITS

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

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

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution through completion of the City of Sweet Home Mahler Water Reclamation Facility Improvements Project, Phases 1 and 2. Construction completion is currently scheduled for 2026.

2. Scope of Work

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

3. Compensation

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

3.2 Invoices. Invoices for services of Contractor shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the first day of each month for all services performed through the last day of the previous

month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Contractor may, after giving seven (7) days written notice to City, suspend services under this Contract until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

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

5. Notices

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

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

Contractor: _____ Phone: _____
_____ Fax: _____
_____

6. Indemnification

Contractor shall indemnify and hold harmless City and its representatives, officers, directors, and employees from any loss or claim made by third parties to the extent arising directly or indirectly from Contractor's negligent performance and/or fault of Contractor, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Contractor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

For claims based upon professional negligence, Contractor's obligation to indemnify indemnitees for defense costs (as defined) is not immediate and shall be satisfied at the time of any settlement or judgment as to Contractor's indemnity obligations under this Agreement.

7. Insurance Requirements

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

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

   $2,000,000 – each occurrence (bodily injury)
   $2,000,000 – general aggregate
   $2,000,000 – property damage, contractual, etc.
   $2,000,000 – umbrella liability coverage
   Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

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

c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than $1,000,000 per occurrence.

d. Errors and Omissions insurance covering Contractor's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than $2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.

e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

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

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

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

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

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

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

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

8. Workers’ Compensation

8.1 Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply

with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

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

9. Hours of Employment

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

10. Assignments and Subcontractors

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

11. Labor and Material

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

12. Ownership of Work and Documents

All work performed by Contractor and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

13. Termination for Convenience

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

invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

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

14. Termination for Cause

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

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

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

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

15. **Termination for Default**

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

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

16. Remedies

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

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

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

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

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

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

17. Nondiscrimination

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

18. Governing Law; Jurisdiction; Venue

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

19. Compliance with Laws and Regulations

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Contractor's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Contractor, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Contractor agrees that:

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

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

Contractor is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Contractor shall be prepared in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the “Standard of Care”) and shall exercise the Standard of Care in complying with applicable and non-conflicting laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

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

22. Errors and Omissions

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

23. Contract Performance

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

24. Access to Records

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

25. Representations and Warranties

Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards ordinarily used by professionals performing similar services under similar conditions. No other warranties are expressed or implied in this Agreement.

26. City Obligations

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

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

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

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

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

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

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

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

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

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

27. Arbitration

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

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

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

28. Attorney Fees

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

29. Successors and Assigns

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

30. Limitation of Liabilities

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

31. Foreign Contractor

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

32. Confidentiality

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

33. Force Majeure

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war, epidemics, pandemics, declared states of emergency, closing or reduction of force by the contractors or governmental permit reviewing entities, the enactment of governmental actions which cause delays or limit travel..

34. Waivers

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

35. Severability

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

36. Survival

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

37. Headings

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

38. Integration and Modification

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

39. Authority

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

40. Certificate of Compliance with Oregon Tax Laws

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

41. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

By:_____

Name: Christy Wurster

Title: City Manager Pro Tem

Date: _____

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

Approved as to form.

By:_____

Name: Robert Snyder

Title: City Attorney

Date: _____

CONTRACTOR

By:_____
Authorized Signature

Name: _____

Title: _____

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF CONTRACTOR

Provide an Electronic Construction Document Control System (ECDCS) for the Sweet Home Mahler Water Reclamation Facility Phases 1 and 2 in Sweet Home, Oregon along with training, services and support services.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

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

Exhibit C

Request for Proposals

Exhibit D

Contractor's Proposal

Exhibit E

Contractor's Schedule of Rates and Charges

REQUEST FOR COUNCIL ACTION

Title:	Mahler WRF construction support services proposal
Preferred Agenda:	August 23, 2022
Submitted By:	Trish Rice, Engineering Tech 2
Reviewed By:	Christy Wurster, City Manager Pro Tem Greg Springman, Public Works Director
Type of Action:	Resolution ___ Motion ____ Roll Call _X_ Other ___
Relevant Code/Policy:	N/A
Towards Council Goal:	1.1 Develop specific steps for implementation of the adopted infrastructure master plans.
Attachments:	Proposal to provide Engineering Services during Construction for the Sweet Home Mahler Water Reclamation Facility Phase 1 Improvements Project

Purpose of this RCA:

Staff is requesting Council authorization to accept West Yost Associates' proposal to provide construction support services during the Mahler Water Reclamation Facility Phase 1 Improvements Project.

Background/Context:

The City contracted with West Yost Associates for Engineer of Record services in September 2020 based on a qualifications-based selection process. Projects are assigned to West Yost via task orders, which are reviewed and approved individually.

On April 26, 2022 Council approved Task Order 9 Amendment 2 for Phase 1 final design and Phase 2 60% design. At that time staff reported anticipated future expenses quoted by West Yost of approx. $700k to provide Phase 2 final design and bid support services; and a task order for construction support services likely to be around $3M.

West Yost has now provided their proposal for construction support services for Phase 1 for $879,670. A separate proposal will be provided for Phase 2. These services include review of material submittals, requests for information, and change orders; unforeseen design changes during construction; coordination with City staff, the contractor, and the City's Integrator of Record; and review of special inspections & testing reports. By contracting these services with West Yost, the City will ensure that technical issues that arise during construction will be responded to by the design engineers as appropriate, providing for the maximum level of compliance with the design intent. To illustrate the high volume of technical correspondence

that Sweet Home can expect to process, below is a brief summary of representative projects submitted by the interested contractors as part of their statements of pre-qualification.

Project	Original Contract Price	# of Requests for Information/Clarification	# of Submittals	# of Change Orders
Lake Oswego WTP	$66.1M	379	654	39
City of Washougal WWTP	$12.2M	66	205	12
Lebanon WTP	$26.4M	267	333	44
Medford Duff Flocculation/Sedimentation	$17.3M	56	105	not provided
Snoqualmie WRF	$5.5M	21	61	21
Vancouver Water Station 1	$10.4M	not provided	not provided	85
Port Townsend WTP & Reservoir	$12.0M	not provided	not provided	13

Without construction support services, the City would have to deliver the plans to the contractor and proceed through construction with no further communication with the design engineers.

The scope of work includes coordination with the City's in-house Resident Project Representative who will conduct daily construction observation, prepare records of daily logs, and provide other onsite coordination duties.

The Challenge/Problem:

Providing engineering services to address technical issues that arise during project construction.

Stakeholders:

- *City Residents*. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- *Council Members*. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- *Public Works Department Staff.* This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.
- *Management Team*. Comprised of five department heads, each with a responsibility to the citizens and Mayor to run their day-to-day operations as efficiently as possible.
- *Oregon DEQ*. The WWTP upgrade project is required to comply with DEQ regulations.

Issues and Financial Impacts:

The proposal for construction support services for Phase 1 is $879,670. A separate proposal will be provided for Phase 2. The anticipated total cost of construction support services is approx. $3M.

Elements of a Stable Solution:

Retain the design engineers to address technical issues that arise during project construction to ensure the maximum level of compliance with the design intent.

Options:

1. *Move to authorize staff to execute the Proposal to provide Engineering Services during Construction for the Sweet Home Mahler Water Reclamation Facility Phase 1 Improvements Project.* This will retain the design engineers to address technical issues that arise during project construction to ensure the maximum level of compliance with the design intent.
2. *Do nothing.* Not recommended. Another avenue would be required to address technical issues that arise during construction.
3. *Request more information or give staff other direction.*

Recommendation:

Staff recommends Option 1, *Move to authorize staff to execute the Proposal to provide Engineering Services during Construction for the Sweet Home Mahler Water Reclamation Facility Phase 1 Improvements Project.*

WEST YOST
Water. Engineered.

5 Centerpointe Drive
Suite 130
Lake Oswego OR 97035

503.451.4500 phone
530.756.5991 fax
westyost.com

August 17, 2022 SENT VIA: EMAIL

Mr. Greg Springman
Public Works Director
City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386

SUBJECT: Proposal to provide Engineering Services during Construction for the Sweet Home Mahler Water Reclamation Facility Phase 1 Improvements Project

Dear Mr. Springman:

This letter proposal summarizes West Yost's proposed project team for providing construction services for the planned Phase 1 improvements to the City's Mahler Water Reclamation Facility (WRF) as well as our proposed Scope of Services, Budget and Schedule for the project.

PROJECT TEAM

West Yost's continuing project team on this project and completing design for Phases 1 and 2 in parallel includes the following people:

Corie Moolenkamp (West Yost) – Principal-in-Charge and Partnering Team Member.

Preston Van Meter (West Yost) – Project Manager, primary point of contact and Partnering Team Member.

Brooke Barry (West Yost) – Deputy Project Manager, Civil Design Lead and alternate point of contact.

Dan Bryden (West Yost) – Office Engineering Services Lead

Bill Schilling and Jane Costello (West Yost) – Mahler WRF Design Managers

Walt Meyer and Tim Banyai (West Yost) – QA/QC and technical advisors

Ace Engineers – Structural

Strongwork Architecture – Architect

Interface Engineering – HVAC and Building A MEP

Landis Consulting – Electrical, Instrumentation and Controls (EI&C)

Cadworks – Drafting and record drawings

SCOPE OF SERVICES

West Yost's proposed Scope of Services for City's WWTP Improvements Project is included as Attachment A. The Scope of Services includes the following tasks:

Task 1. Project Management & Partnering

Task 2. Engineering Services During Construction (ESDC)

PROJECT BUDGET

West Yost's proposed level of effort and budget is summarized in Table 1 below as well as Attachment B. West Yost will perform the Scope of Services with a not-to-exceed budget of **$879,670**. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Budget

Task	Budget, $
Task 1. Project Management	136,295
Task 2. Project Planning and Coordination Activities	743,375
Total Project Budget	**$879,670**

SCHEDULE

Construction is anticipated to be complete in 12 months beginning in October 2022 and ending in October 2023. West Yost's design team will be working in parallel on design of Phase 2 of the Mahler WRF upgrades that are anticipated to begin in the Summer of 2023.

CONTRACTUAL TERMS AND CONDITIONS

West Yost will complete the project in accordance with the terms and conditions of our current City Engineer-of-Record contract. If West Yost's proposal is accepted by the City, a Task Order Agreement with signature blocks will be prepared for all parties to fully execute the contract.

Thank you for providing West Yost the opportunity to be of continued service to the City. We look forward to working with you on this important project. Please call, 503.784.9536, if you have any questions or require additional information.

Sincerely,
WEST YOST

Tim Banyai, PE
Treatment BS Leader

Preston Van Meter, PE
Principal Engineer
PE# 51615

Attachment A

Scope of Services

Attachment A
Scope of Services (CM/GC)

The following tasks are included in West Yost's proposed Scope of Services for providing Phase 1 construction services for the City of Sweet Home's Mahler WRF Improvements Project (Project):

Task 1. Project Management & Partnering

Task 2. Phase 1 Engineering Services During Construction

Specific assumptions for tasks and sub-tasks are summarized within the detailed Scope of Services. However, West Yost has developed the Scope of Services and Budget based on the following "project-level" assumptions:

1. The City's Resident Project Representative (RPR) will be Trish Rice, who will take the lead on day-to-day construction observation, preparation of Daily Construction Logs and other onsite coordination duties.
2. The City's Phase 1 funding source will not be USDA or DEQ CWSRF, therefore typical DEQ-required construction documentation is not anticipated to be required. These typical deliverables include the DEQ Performance Evaluation Standards and DEQ Performance Evaluation Review.
3. The Phase 1 project duration for which this Scope of Services has been prepared is 12 months from project start through Final Completion.
4. West Yost assumes the City will utilize a construction document management system (e.g. Procore or Bentley Systems) for improve the efficiency of construction administration and consolidate project communications.

Task 1. Project Management & Partnering

Project management includes coordination of West Yost's internal team and subconsultants, quality assurance and quality control (QA/QC) activities, and preparation of monthly project updates and invoices.

Task 1.01. Contracts and Project Management Plan (PMP)

Coordinate with the City and Owner's Representative to finalize contracts for West Yost and our subconsultants. Prepare a Project Management Plan to guide the completion of the project, summarizing team coordination activities, reporting requirements, project scope, key schedule milestones, staffing plan, contingency planning for unforeseen changes in project scope, and other related project elements.

Task 1.02. Monthly Project Status Reports and Invoices

Prepare monthly project updates, including a summary of project status, monthly invoice for services performed, earned value analysis (EVA) assessing project completion versus budget utilized, key upcoming project milestones, and any anticipated issues that may impact project budget or schedule.

Task 1.03. Team Coordination Activities

West Yost's Project Manager will coordinate office engineering services with key team members and conduct bi-weekly bi-weekly project check-in conference calls to update the design team on project status and coordinate office engineering support services. For budgetary purposes, 24 calls are budgeted. The

City's RPR will be invited to bi-weekly calls that will be attended by a representative from all design disciplines (e.g., civil, mechanical, structural, electrical, architectural, HVAC, instrumentation)

Task 1.04. Partnering Meetings

Attend monthly partnering meetings attended by the Contractor's local leadership as well as principle responsible parties from the City and West Yost. Partnering meetings will be conducted monthly and will be attended by West Yost's Principal-in-Charge and Project Manager. Partnering meetings will be conducted away from the project site and City's Public Works Shops or City Hall.

Task 1 Assumptions

- The anticipated project duration is 12 months; therefore 12 monthly project progress reports and invoices are budgeted.
- Action items from bi-monthly project check-in conference calls will be sent to attendees via email.
- The anticipated project duration is 12 months; therefore 12 partnering meetings are budgeted.

Task 1 Deliverables

- West Yost will provide one electronic (PDF) copy of monthly progress reports with invoices.
- West Yost will provide one electronic (email) copy of meeting summaries and action items from bi-weekly project check-in conference calls.

Task 2. Engineering Services During Construction

Engineering Services During Construction (ESDC) is for engineering services provided following completion and notice-to-proceed after GMP negotiations . West Yost will proceed with Task 2 following written authorization to proceed issued by the City of Sweet Home.

Task 2.01. Pre-Construction Conference

Attend the Mahler WRF Phase 1 improvements project pre-construction conference to be led by the City's RPR. West Yost staff will provide input to the agenda and review meeting minutes following the conference. The pre-construction conference will be attended by West Yost's Project Manager, Deputy Project Manager and Construction Services Lead.

Task 2.02. Construction Site Visits

Conduct one site visit per week throughout construction on the day of weekly construction meetings. For budgeting purposes, 48 site visits are anticipated for the 12-month construction duration. Site visits will be attended by West Yost's Construction Lead. West Yost's Staff Engineer will join each week by conference call and attend 12 site visits. West Yost's Project Manager and Deputy Project Manager will conduct 16 and 4 site visits throughout construction, respectively. Site visits are budget for 6 hours per visit.

Task 2.03. Owner-Supplied Equipment Coordination

Coordinate with the City's Integrator-of-Record (IOR), the City and Contractor for the delivery, offloading and onsite storage (if required) of owner-supplied electrical equipment, including MCCs, harmonic filters, control panels, main rack and remote racks.

Task 2.04. Survey, Geotech and Specialty Inspection Report Reviews

Survey, Geotechnical and Special Inspections Report reviews will include:

- **Survey:** Provide construction staking to set reference points for the Contractor and to field verify elevations for structures as required.
- **Geotechnical Special Inspections:** Provide subgrade, subbase, rock inspections and other support services during construction.
- **Special Inspection Report Reviews:** Provide review of special inspections testing reports and confirm conformance with requirements of the Contract Documents.

Task 2.05. Requests for Information or Clarification (RFI/C) Reviews and Responses

Provide reviews and responses to Requests for Information or Clarification (RFI/Cs) from the Prime Contractor or Sub-contractors. For budgeting purposes, 44 RFI/Cs are assumed based on the discipline breakdown summarized in Table 1.

Table 1. Phase 1 Estimated RFI/Cs by Discipline

Discipline	RFI/Cs
General	6
Civil	14
Mechanical	20
Structural	8
HVAC/Plumbing	4
Electrical	24
Instrumentation	14
Total	**80**

Task 2.06. Submittal Reviews and Responses

Complete reviews and responses of required submittals provided by the Prime Contractor or sub-contractors. For budgeting purposes, 186 Submittals and 121 Re-submittals are assumed based on the discipline breakdown summarized in Table 2.

Table 2: Phase 1 Estimated Submittals and Re-Submittals by Discipline		
Discipline	Submittals	Re-Submittals
General	40	15
Civil	15	5
Mechanical	28	14
Architectural	15	7
Structural	40	40
HVAC	16	16
Electrical	20	20
Instrumentation	12	4
Total	**186**	**121**

Task 2.07. Design Modifications Engineering Support

Complete construction phase engineering of changes required in the design based on Contractor feedback or by Owner request. Design modifications will be issued as Design Engineer Initiated Changes (DEICs). For budgeting purposes, four (4) DEICs are included.

Task 2.08. Change Order Review Support

Provide review and evaluation support for change orders submitted by the Prime Contractor and sub-contractors. For budgeting purposes, six (6) changes orders are assumed.

Task 2.09. Final Inspections, Start-up and Contract Closeout

This task includes the following:

- Attend semi-final (substantial) completion inspection and final completion inspection along with the project team. Inspections to be attended by West Yost's Project Manager, Deputy Project Manager, Construction Services Lead and Staff Engineer. Inspection site visits are budgeted for 8 hours.
- Maintain the punch list of corrections and coordinate overall completion with the City.
- Provide start-up support to City staff, WWTP staff, and the Owner's Representative. For budgeting purposes, eight hours of start-up support is included for West Yost's Project Engineer and Staff Engineer with no additional site visits.
- Support the City with preparation of the final payment estimate.
- Prepare Notices of Substantial and Final Completion in coordination with the City.

Task 2.10. Record Drawings

Prepare Record Drawings for the project from mark-ups provided by the City's RPR , Contractors and Sub-contractors. West Yost will field verify information provided on the mark-ups as required.

Task 2.11. Phase 1 Electronic Operations and Maintenance (O&M) Manual

Prepare an electronic O&M Manual for Phase 1 project elements that will ultimately be included in the overall Mahler WRF Improvements O&M Manual for all project phases. Key Phase 1 chapters will include the new Influent Pump station and the Main Electrical and Blower (MEB) Building.

Task 2 Assumptions

- Phase 1 construction support services will commence following Notice to Proceed issued by the City.
- An electronic construction document management system (e.g., Bentley or Procore) will be utilized for all construction correspondence. Fees and setup for this system are not included in West Yost's budget.
- No daily, full-time construction observation will be provided by West Yost. These services will be provided by the City's RPR. West Yost staff will provide observation during site visits or to provide support for specific construction issues that arise.
- The City's RPR will prepare and distribute agendas and minutes with action items for weekly construction meetings.
- Construction site visits will be attended in person at the Mahler WRF site by West Yost staff as noted in the Scope of Work.
- The Phase 1 electronic O&M Manual will contain a process narrative for each unit process and consolidate vendor O&M information utilizing Sharepoint and PDF files.
- Two (2) hard copies of the electronic O&M Manual will be printed and provided to the City.

Task 2 Deliverables

- West Yost will provide one (1) electronic copy of all construction-related office engineering correspondence uploaded directly to the electronic construction document management system, including RFI/C responses, Submittal reviews and responses, change order reviews and DEICs.
- West Yost will provide one (1) electronic (PDF) copy of minutes from the semi-final and final completion inspection reports.
- West Yost will provide one (1) electronic (PDF) copy of the punch list of corrections and regular updates as the punch list items are completed following the semi-final and final completion inspections.
- West Yost will provide one (1) electronic (PDF) copy of the Notice of Substantial Completion and Notice of Final Completion.
- West Yost will provide two (2) 34x22 hard copies and one (1) electronic (PDF) copy of the Record Drawings prepared after the completion of all construction activities.
- West Yost will provide two (2) hard copies and one (1) electronic (PDF) copy of WWTP O&M Manual Updates.

Attachment B

Budget Spreadsheet

West Yost Associates **PROJECT: Mahler WRF Phase 1 Engr. Svcs. During Const.**	P/VP $309	SE/SS/SG II $248 Van Meter	SE/SS/SG I $237 Barry	PE/PS/PG I $265 Schilling	ESG II $190 Bryden	SE/SS/SG I $237	ESG II $190	ESG I $163	CAD II $160	ADM III $127	P/VP $309	Labor Hours	Labor Fee	Technology & Admin 6%	ACE	LCE	IFE	STR	UDE	MJE	CAD	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 1	***Project Management & Partnering***																							
1.01 Contracts and PMP	2	8							4			14	$ 3,242	$ 195										$ 3,437
1.02 Monthly Project Status Reports and Invoices		48								16		64	$ 13,936	$ 836										$ 14,772
1.03 Team Coordination Activities		120	48	24	24	12	24	12				264	$ 61,416	$ 3,685	$ 1,500	$ 2,000	$ 1,500	$ 1,600		$ 500	$ 500	$ 8,360	$ 500	$ 73,961
1.04 Partnering Meetings	72	72								12		156	$ 41,628	$ 2,498										$ 44,126
Subtotal, Task 1 (hours)	**74**	**248**	**48**	**24**	**24**	**12**	**24**	**12**	**4**	**28**	**0**	**498**												
Subtotal, Task 1 ($)	**$ 22,866**	**$ 61,504**	**$ 11,376**	**$ 6,360**	**$ 4,560**	**$ 2,844**	**$ 4,560**	**$ 1,956**	**$ 640**	**$ 3,556**			**$ 120,222**	**$ 7,213**	**$ 1,500**	**$ 2,000**	**$ 1,500**	**$ 1,600**		**$ 500**	**$ 500**	**$ 8,360**	**$ 500**	**$ 136,295**
Task 2	***Phase 1 Engineering Services During Construction***																							
2.01 Pre-Construction Conference		6	8		12		8			2		36	$ 7,438	$ 446									$ 2,800	$ 10,684
2.02 Construction Site Visits		96	24		288		120					528	$ 107,016	$ 6,421	$ 3,200	$ 9,000	$ 6,000	$ 5,200				$ 25,740	$ 16,800	$ 155,977
2.03 Owner-Supplied Equipment Coordination		16	8	4	4		8			4		44	$ 9,712	$ 583		$ 1,600						$ 1,760		$ 12,055
2.04 Survey, Geotech & Specialty Inspection Report Reviews		4			8	8				2		22	$ 4,662	$ 280	$ 3,200				$ 4,100	$ 12,000		$ 21,230		$ 26,172
2.05 RFI/C Responses		8	12	24	44	88	44	22	44	20	8	314	$ 64,402	$ 3,864	$ 1,600	$ 15,500	$ 5,800	$ 3,400			$ 4,400	$ 33,770		$ 102,036
2.06 Submittal Reviews and Responses		60	54	88	168		186	76	88		16	736	$ 149,670	$ 8,980	$ 6,800	$ 24,500	$ 5,800	$ 5,400			$ 800	$ 47,630		$ 206,280
2.07 Design Modifications Engineering		8	16	24			48	24	28		16	164	$ 34,592	$ 2,076	$ 1,000	$ 6,600	$ 800	$ 1,600		$ 1,500	$ 3,800	$ 16,830		$ 53,498
2.08 Change Order Review Support		24	12	24	24		12	12	8		2	118	$ 25,850	$ 1,551	$ 800	$ 2,400	$ 600	$ 1,200				$ 5,500		$ 32,901
2.09 Final Inspections, Startup and Contract Closeout	2	24	48		60	48				20	6	208	$ 45,116	$ 2,707	$ 2,000	$ 3,200	$ 1,200	$ 1,600				$ 8,800	$ 600	$ 57,223
2.10 Record Drawings		8	16	8			24	16	80		4	156	$ 29,100	$ 1,746	$ 1,800	$ 1,600	$ 800	$ 2,800		$ 500	$ 10,000	$ 19,250	$ 2,800	$ 52,896
2.11 O&M Manual (Phase 1)		4	4	8			36	16	40	24		132	$ 22,956	$ 1,377	$ 400	$ 800					$ 6,000	$ 7,920	$ 1,400	$ 33,653
Subtotal, Task 2 (hours)	**2**	**258**	**202**	**180**	**608**	**144**	**486**	**166**	**288**	**72**	**52**	**2458**												
Subtotal, Task 2 ($)	**$ 618**	**$ 63,984**	**$ 47,874**	**$ 47,700**	**$ 115,520**	**$ 34,128**	**$ 92,340**	**$ 27,058**	**$ 46,080**	**$ 9,144**	**$ 16,068**		**$ 500,514**	**$ 30,031**	**$ 20,800**	**$ 65,200**	**$ 21,000**	**$ 21,200**	**$ 4,100**	**$ 14,000**	**$ 25,000**	**$ 188,430**	**$ 24,400**	**$ 743,375**
TOTAL (hours)	**76**	**506**	**250**	**204**	**632**	**156**	**510**	**178**	**292**	**100**	**52**	**2,956**												
TOTAL ($)	**$ 23,484**	**$ 125,488**	**$ 59,250**	**$ 54,060**	**$ 120,080**	**$ 36,972**	**$ 96,900**	**$ 29,014**	**$ 46,720**	**$ 12,700**	**$ 16,068**		**$ 620,736**	**$ 37,244**	**$ 22,300**	**$ 67,200**	**$ 22,500**	**$ 22,800**	**$ 4,100**	**$ 14,500**	**$ 25,500**	**$ 196,790**	**$ 24,900**	**$ 879,670**

REQUEST FOR COUNCIL ACTION

Title:	ODOT US 20/OR 228 ADA Ramp Add-Work Agreement
Preferred Agenda:	August 23, 2022
Submitted By:	Trish Rice, Engineering Tech II
Reviewed By:	Christy Wurster, City Manager Pro Tem Greg Springman, Public Works Director
Type of Action:	Resolution ___ Motion ____ Roll Call __X__ Other ____
Relevant Code/Policy:	N/A
Towards Council Goal:	Goal 3.2: Community Safety
Attachments:	ODOT Cooperative Improvement (Utility) Agreement.

Purpose of this RCA:

The purpose of this RCA is to seek Council approval of an add-work agreement to have ODOT's contractor perform specified City water relocations as necessary in regard to the ODOT US 20 / OR 228 ADA Curb Ramps project.

Background/Context:

ODOT is methodically working to update ADA ramps to meet current guidelines throughout the state. Sweet Home is in construction. When work is done in a right-of-way, it is the responsibility of individual utilities to move their lines as necessary. Normally, the City is the one requiring a private utility to move out of our way. Unfortunately, in this case, the City is on the other side. US 20 and OR 228 are ODOT's right-of-way, and the project design requires some City hydrants and water meters to be moved to make way for changes to ODOT's pedestrian ramps. An add work agreement was previously executed for $12,250 for minor vertical grade adjustments of water meter boxes/valve lids and manhole lids. This requested add work agreement is for the horizontal relocation of 2 valves, 1 water meter, and 6 hydrants for $98,520.

The Challenge/Problem:

As the utility in the way of another jurisdiction's right-of-way project, the City is financially responsible to relocate our utilities.

Stakeholders:

- Sweet Home City Council – The City Council has ultimate authority over City utilities and finances.
- Sweet Home Residents – Residents deserve pedestrian crossings that are ADA compliant and safe for both pedestrians and motorists.

- Sweet Home Staff – Staff work to address residents' concerns and accomplish the Council's goals. Staff do not have the workload capacity at present to complete all of the required utility relocations in-house.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 and OR 228 rights-of-way. ODOT is legally mandated to construct these pedestrian improvements.

Issues and Financial Impacts:

The agreement price is $98,520. Actual costs may be lower, in which case ODOT would reimburse the difference. The City budgeted $150K in the Path Program to cover this anticipated expense and any additional unanticipated costs associated with the project.

Elements of a Stable Solution:

A stable solution includes intergovernmental cooperation for the public good, and the fair and equitable use of public land.

Options:

1. *Option 1 – Do Nothing.* Not recommended. ODOT will continue seeking a response from the City. At the extreme, ODOT could enact penalties for delaying their contractor.
2. *Option 2 – Move to authorize staff to execute the add-work agreement.* Recommended.
3. *Option 3 –Move to negotiate the offer.* – Not recommended. As a public entity, the terms and pricing of ODOT's agreements are prescribed by law and the unit prices of bids. Staff do not see any worthwhile gains to be sought by negotiation.

Recommendation:

Staff recommends *Option 2 – Move to authorize staff to execute the add-work agreement.*

COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
Project Name US20/OR228 Curb Ramps (Sweet Home)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the **City of Sweet Home**, acting by and through its elected officials, hereinafter referred to as "Agency" or "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. **US 20/OR228**, are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).

2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, ODOT may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. ODOT, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by ODOT for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the City.

4. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within ODOT. When said money or a letter of credit is deposited, ODOT shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

5. ODOT is conducting a project to provide ADA compliant curb ramps on US20 and OR228 at all public street crossings in the City of Sweet Home. While the Project is under construction, ODOT will use this opportunity to complete City waterline facilities, water meters, hydrant and appurtenances.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT and City agree that ODOT or its contractor shall install Agency's non-reimbursable waterline facilities, water meters, hydrant and appurtenances as described in Exhibit B located within ODOT's project, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at an estimated cost of $**98,520.00** in City funds. The estimate for the total Project cost is subject to change. City shall be responsible for all waterline facilities, water meters, hydrant and appurtenances associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof.

3. City and ODOT shall coordinate Change Order(s) affecting the Utility's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:

   Highway - Construction Section ODOT Construction Forms

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

CITY OBLIGATIONS

1. City grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

2. City shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of $**98,520** for the Project, said amount being equal to the estimated total cost for the work performed by ODOT at City's request under ODOT Obligations, paragraph 2. City agrees to make additional deposits as needed upon request from ODOT. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by ODOT prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.

3. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the Project, City shall pay any amount which, when added to City's advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of the ODOT's total costs will be refunded or released to City.

4. All City waterline facilities, water meters, hydrant and appurtenances installed by ODOT or its contractor will require inspections by City. City personnel will work directly with ODOT personnel. City shall not contact or communicate with ODOT's

contractor without ODOT's consent. City will provide all necessary documentation to ODOT. ODOT shall present to Agency any Contract Change Order for review and written approval by City.

5. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

6. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.

7. City's Project Manager for this Project is Greg Springman, Public Works Director; 541-367-6359, 1400 24th Ave, Sweet Home, OR 97386; gspringman@sweethomeor.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. ODOT, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

2. ODOT shall, upon execution of the agreement, forward to City a letter of request for an advance deposit or irrevocable letter of credit in the amount of $98,520 for payment of City facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

3. Upon completion of the Project, ODOT shall either send to City a bill for the amount which, when added to City's advance deposit, will equal 100 percent of the total ODOT costs for Project or ODOT will refund to City any portion of said advance deposit which is in excess of the total ODOT costs for Project.

4. ODOT shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

5. All employers, including ODOT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. ODOT shall ensure that each of its contractors complies with these requirements.

6. ODOT shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7. ODOT's Project Manager for this Project is Nicole Frankl, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-986-3658, UtilityandRailProgra@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.

2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:

   a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.

   b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.

c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Agency is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which ODOT is jointly liable with City (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

6. With respect to a Third Party Claim for which City is jointly liable with ODOT (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of City on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of ODOT on

the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

City of Sweet Home, by and through its elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL (If required in City's process)

By _____
Counsel

Date _____

City Contact:
Greg Springman, Public Works Director
1400 24th Ave.
Sweet Home, OR 97386
541-367-6359
gspringman@sweethomeor.gov

ODOT Contact:
Nicole Frankl
State Utility and Rail Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
503-986-3658
UtilityandRailProgra@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By_____**N/A**_____
Assistant Attorney General (If Over $150,000)

Date_____

EXHIBIT A – Project Location Map

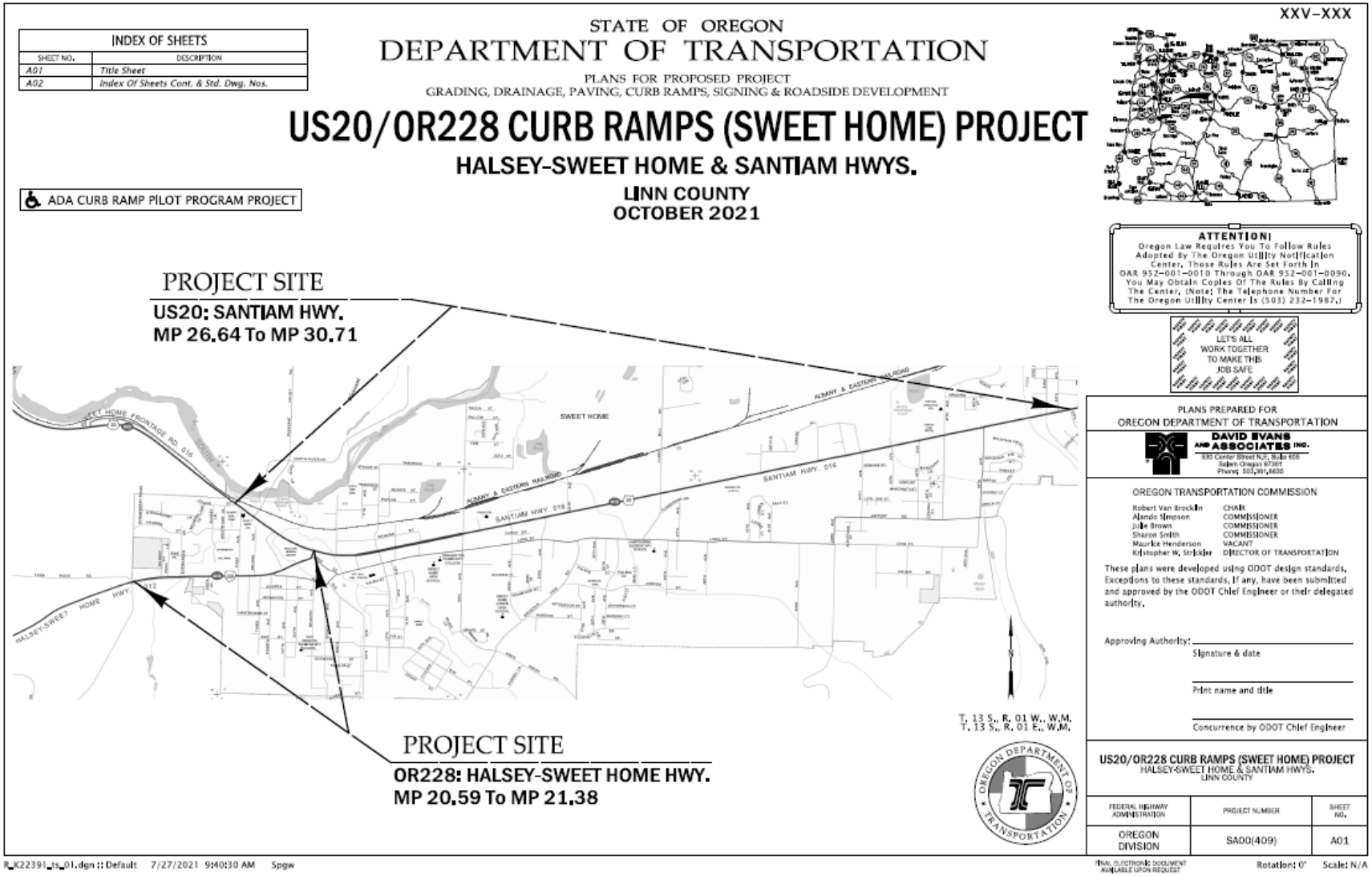


EXHIBIT B - Estimated Project Costs

Utilitiy Add-On CONSTRUCTION COST ESTIMATE

SECTION				COUNTY	
Sweet Home				Linn	
DEA PROJECT #	KIND OF WORK	LENGTH	DATE	PREPARED BY	
ODOT-0985	Curb Ramps	NA	4/25/22	DEA	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
RIGHT OF WAY DEVELOPMENT AND CONTROL		TOTAL FOR GROUP		$98,520	
1140-0400000F	__4___ INCH DUCTILE IRON PIPE WITH CLASS __B___ BACKFILL	FOOT	2	$ 240.00	$ 480
1140-0400000F	__6___ INCH DUCTILE IRON PIPE WITH CLASS __B___ BACKFILL	FOOT	70	$ 300.00	$ 21,000
1140-0610000E	DUCTILE IRON PIPE TEES, ___6__ INCH	EACH	1	$ 3,600.00	$ 3,600
1140-0650000E	DUCTILE IRON PIPE BEND, ___6__ INCH	EACH	1	$ 2,400.00	$ 2,400
1140-0660000E	DUCTILE IRON PIPE COUPLING, __6___ INCH	EACH	17	$ 1,800.00	$ 30,600
1150-0100000E	___4__ INCH _____ VALVE	EACH	1	$ 4,200.00	$ 4,200
1150-0100000E	___6__ INCH _____ VALVE	EACH	2	$ 4,320.00	$ 8,640
1160-0100000E	HYDRANT ASSEMBLIES	EACH	1	$ 7,200.00	$ 7,200
1160-0102000E	MOVING EXISTING HYDRANTS	EACH	6	$ 3,000.00	$ 18,000
1170-0111000E	RELOCATE ___2__ INCH WATER METER ASSEMBLY	EACH	1	$ 2,400.00	$ 2,400
SUBTOTAL, BIDDABLE ITEMS					$98,520
CONTINGENCIES / CONSTRUCTION ENGINEERING		TOTAL FOR GROUP		$ -	
TOTAL CONSTRUCTION COST					$ 98,520

REQUEST FOR COUNCIL ACTION

Title:	Transportation and Growth Management Grant Application
Preferred Agenda:	8/23/2022
Submitted By:	Blair Larsen, Community & Economic Development Director
Reviewed By:	Christy Wurster, City Manager Pro Tem
Type of Action:	Resolution ____ Motion __X__ Roll Call ____ Other ____
Relevant Code/Policy:	City of Sweet Home Transportation System Plan
Towards Council Goal:	1.2, Infrastructure Needs and Planning; 4.2, Lead Community Economic Development Efforts
Attachments:	Intergovernmental Agreement for City of Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan

Purpose of this RCA:

The purpose of this Request for Council Action is to authorize the City Manager Pro Tem to sign the attached Intergovernmental Agreement with the Transportation and Growth Management Division of the Oregon Department of Transportation and the Department of Land Use and Conservation for an update to the City's Transportation System Plan and a North Sweet Home Area Refinement Plan.

Background/Context:

The City's Transportation System Plan (TSP) is a Council-adopted planning document that outlines the improvements and changes needed to the City's transportation system over the next 20 years in order to accommodate expected growth. The City's TSP was last updated in 2005, and changes since then necessitate an update. In addition, the transportation system is particularly weak in the northern part of Sweet Home, between the railroad and the South Santiam River—an area that includes the vast majority of the City's undeveloped land.

In 2020, the City applied for a grant with the Transportation and Growth Management (TGM) program, which is administered by the Oregon Department of Transportation (ODOT) and the Department of Land Conservation and Development (DLCD). The City was awarded the grant in late 2020, but a series of delays at the State level have prevented the project from moving on until now. TGM has supplied the attached IGA for this work.

The Challenge/Problem:

How can the City fund an update to its outdated city-wide Transportation System Plan and desperately needed land use planning of the undeveloped land in the northern part of the City?

Stakeholders:

City of Sweet Home Residents: Residents deserve a transportation system that efficiently moves people and goods, and provides access to homes, commercial areas, and places of employment.

City of Sweet Home City Council: The Council is responsible for ensuring that the City's transportation system is well planned and meets the City's needs.

City of Sweet Home Staff: City Staff benefit from a well thought out plan that meets current needs and provides clear direction for future growth.

Property Owners and Developers: Property owners and developers benefit from a Transportation System Plan that provides clear and efficient movement of people and goods and gives their property good access to transportation facilities.

Issues and Financial Impacts:

An update to the City's Transportation System Plan and a refinement of the land uses in the North Sweet Home Area is expected to cost $289,700. This would be funded by the grant. The only match required from the City would be 12.95% of the project ($43,100), coming in the form of wages and salaries to City Staff working on the project.

Elements of a Stable Solution:

A stable solution would include a project that meets the City's needs, funded by a State grant with an in-kind match from the City.

Options:

1. Do nothing. The City's TSP would remain in its current state, and no refinement of land uses in the north Sweet Home area would take place at this time.
2. Authorize the City Manager Pro Tem to sign the Intergovernmental Agreement for the Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan as Presented. Once the IGA is signed, the project can begin.
3. Direct staff to research other options or seek changes to the IGA.

Recommendation:

Staff recommends option 2, *motion to Authorize the City Manager Pro Tem to sign the Intergovernmental Agreement for the Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan as Presented.*

INTERGOVERNMENTAL AGREEMENT

City of Sweet Home, Transportation System Plan Update and North Sweet Home Area Refinement Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and the City of Sweet Home ("City" or "Grantee").

BACKGROUND

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. ODOT has awarded City an in-kind grant under the TGM Program (the "TGM Grant") which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit B incurred by City and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed by ODOT under this Agreement, which disbursements consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on September 30, 2023 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

B. Grant Amount. The Grant Amount shall not exceed $289,700.

C. City's Amount. The City's Amount shall not exceed $0.

D. Consultant's Amount. The Consultant's Amount shall not exceed $289,700.

E. City's Matching Amount. The City's Matching Amount is $43,100 or 12.95% of the Total Project Costs.

F. Grant Funding Sources. The following table summarizes the sources of the Grant Amount.

Funding type	Amount
TGM	$289,700
Other ODOT: _____	N/A
City's Matching Amount (if cash)	N/A
TOTALS	$289,700

SECTION 3. CITY'S MATCHING AMOUNT

City shall meet the Matching Amount through documentation of Direct Project Costs that City incurs after the execution of this Agreement and monetized volunteer hours. Direct Project Costs shall not be paid for with Federal funds.

City shall document progress toward City's Matching Amount through submission of a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall include 100% of City's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

Any travel expenses that City designates as Direct Project Costs to which City's Matching Amount will be applied must comply with State of Oregon Accounting Manual, General Travel Rules, as effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable

for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. City understands and agrees that all employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than $500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

(1) Meet with ODOT's Contract Administrator; and

(2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City

acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any Work Product produced pursuant to this Agreement includes the following statement:

> "This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.
>
> "The contents of this document do not necessarily reflect the views or policies of the State of Oregon."

J. Unless otherwise specified in Exhibit A, City shall submit all final Work Product produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3 to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and (2) provide to ODOT's Contract Administrator, in a format prescribed by ODOT, a completion report. This completion report shall contain:

(a) The permanent location of Project records (which may be subject to audit);

(b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount. City shall attest that generally accepted accounting principles, State of Oregon Accounting Manual, General Travel Rules and the definitions of ORS 294.311 were applied and that federal funds were not used to meet the Matching Amount;

and

(c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than City, is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City, to the extent permitted by applicable law City;

B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;

C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.

D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and

E. City will appoint a Project Manager to:

(1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;

(2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and

(3) review invoices forwarded to City from ODOT's Contract Administrator on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT represents that, at the time ODOT executes this Agreement, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the TGM Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties, or by ODOT effective 30 days following written notice to City. In addition, ODOT may terminate this

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

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the event of termination, ODOT shall have any remedy available to it under this Agreement, at law, or in equity, including but not limited to withholding of or setoff against any disbursements otherwise due under this Agreement. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth in Exhibit A to this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice delivered by email shall be deemed to be given when confirmation of the transmission is generated by the transmitting computer. To be effective against ODOT, such facsimile or email transmission must be confirmed by telephone notice to

ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. Electronic signatures and copies of signatures by facsimile, electronic scan, or other electronic means will be considered original signatures.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Sweet Home

By: _____

(Official's Signature)

_____

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its Department of Transportation

By: _____
Amanda Pietz, Division Administrator or designee
Policy, Data & Analysis Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the Attorney General's office.

By: Sam Zeigler, Sr. AAG
(Official's Signature)
Date: via email 8/16/2022

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for

City of Sweet Home Transportation System Plan Update and North Sweet Home Area Refinement Plan

	Agency's Project Manager ("APM") for the WOC		**Consultant's Project Manager ("PM") for the WOC**
Name: Address: Phone: Email:	Michael Duncan 350 W. Marine Drive Astoria, OR 97103 503-325-7224 Michael.W.DUNCAN@odot.oregon.gov	Name: Address: Phone: Email:	Garth Appanaitis 720 SW Washington Street, Suite 500 Portland, Oregon 97205 503-972-1212 gaa@dksassociates.com
	Agency's Contract Administrator for the WOC		**Alternate Contact for Consultant**
Name: Phone: Email:	Same as Above	Name: Phone: Email:	Scott Mansur, P.E. (OR, WA, ID), PTOE Principal/Office Mgr. Salem Office 503.391.8773 smm@dksassociates.com
	Local Project Manger		
Name: Address: Phone: Fax: Email:	Blair Larsen, JD/MPA, Director Community & Economic Development Department 3225 Main Street Sweet Home, OR 97386 **541-818-8036** **blarsen@sweethomeor.gov**		

Agency may change the APM designation, Agency's address for invoicing (section H.5), or both by promptly sending written notice (e-mail notice acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's Contract Administrator for the WOC must be done by amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

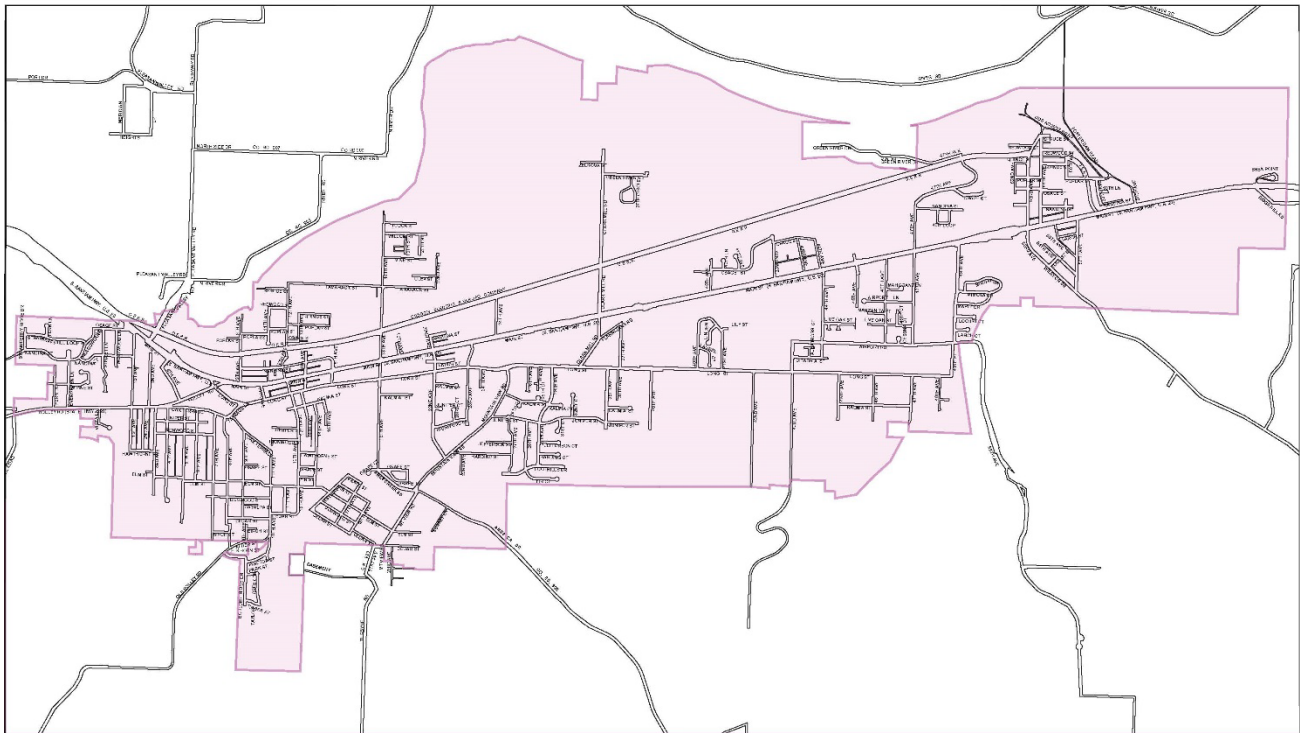
Agency is contracting with Consultant for Services in connection with the following public improvement project (the "Project"):

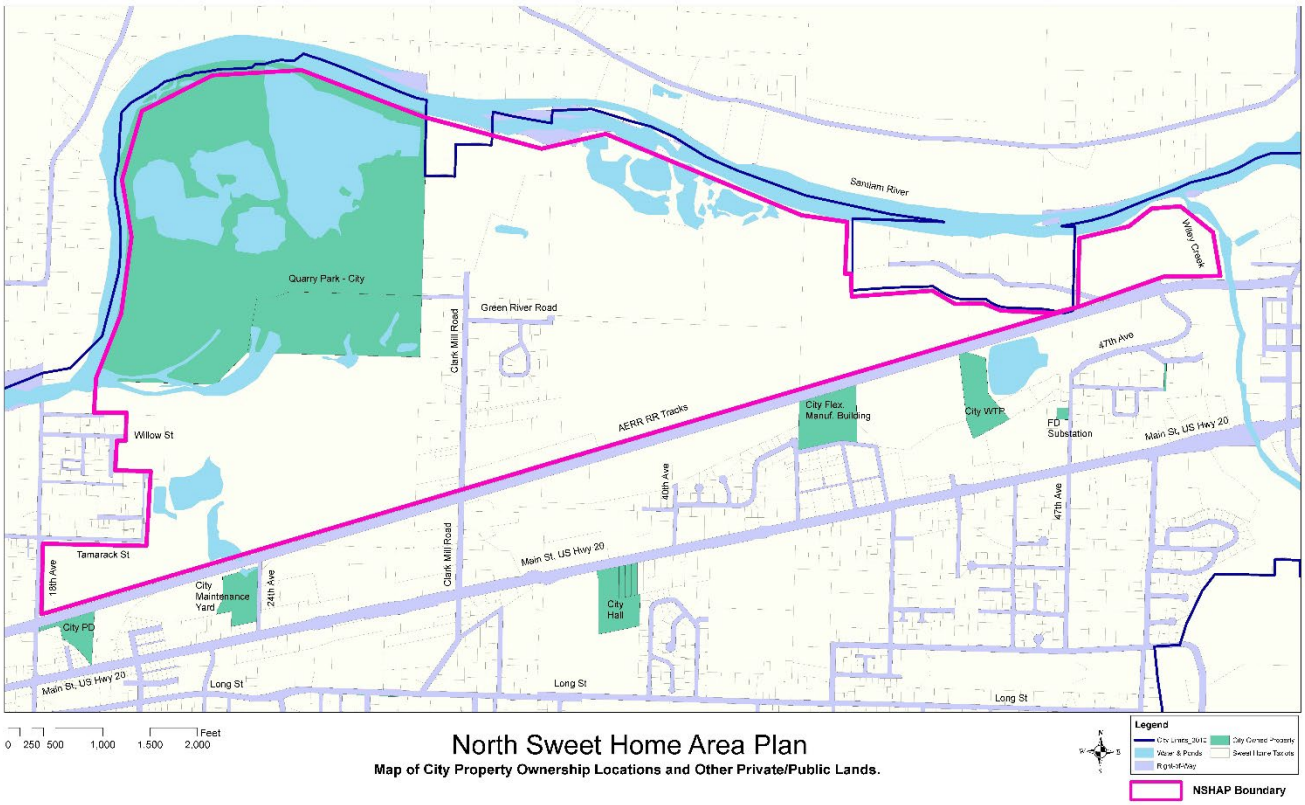
Project Purpose and Transportation Relationship and Benefit

This project is to update the City of Sweet Home's ("City") Transportation System Plan ("TSP"), adopted in 2005 (the "Project"). The updated TSP must identify an integrated network of multi-modal transportation facilities and services needed to support City's planned land uses. The Project will also produce a refinement plan for the North Sweet Home Area ("NSHA") in close coordination with the TSP update. The updated TSP will plan for the transportation network needed to accommodate residential and employment growth.

Project Area

The Project Area is the land within City's Urban Growth Boundary, approximately shown in Figure 1. The North Sweet Home Area ("NSHA") as referenced in this document is shown in Figure 2.





Background

The 2005 TSP was adopted over 15 years ago and since its adoption significant changes have occurred within the city. For example, development plans in the NSHA have changed in size and scope; the City's design standards are out-of-date; and many capital and planning projects in the 2005 TSP have been completed. An updated TSP is expected to include the research, analysis, and public input to help guide new investments, a multi-modal transportation system, updates to the development code, and updated zoning designations.

City has identified an outstanding need to connect neighborhoods, commercial services, employment, and recreation sites. Highway 20 runs through the city bringing significant traffic traveling between the Willamette Valley and Central Oregon. Updated TSP is expected to help create better connected and vibrant neighborhoods by identifying barriers to multi-modal travel in the community. City aims to complete a comprehensive update of its development code to better connect land use and transportation.

In addition to the Updated TSP Project will develop a refinement plan for the NSHA. The NSHA is currently disconnected from the rest of the city and access to the area is constrained by the railroad track. Existing railroad crossings do not have the capacity to support increased traffic.

The plan would help guide mixed use livable neighborhoods and employment centers that are integrated with the natural aesthetic and character of community. The refinement plan must consider the development of supportive transit connections, off-street bike and pedestrian paths, an improved bicycle network, and improved access for all modes.

Project Objectives

- Adopt an updated TSP and NSHA Refinement Plan that provide for a safe, efficient, well-connected multi-modal transportation network, based on the needs of existing and planned land uses.
- Determine needed additional rail crossings and rail crossing safety improvements.
- Determine a prioritized list of needed transportation facilities and services considering likely future revenues.
- Identify appropriate Transportation System Management and Transportation Demand Management ("TDM") techniques and measures that support a fully multi-modal transportation system and further TGM objectives.
- Preserve the function and capacity of state transportation facilities while enhancing a fully multi-modal transportation network.
- Develop robust bicycle, pedestrian, and transit elements to provide multi-modal plans and to serve City's diverse transportation needs.
- Support walking and cycling to and from local schools, consistent with the Safe Routes to School Program.
- Identify opportunities to improve transportation affordability measured as a percentage of household income.
- Develop a twenty-year transportation system and the funding and financing strategies for transportation facilities.
- Develop cost estimates and financing strategies to move forward important projects in the NSHA Refinement Plan.
- Develop implementation policies and code amendments, which support a safe, convenient, and economical transportation system for all modes.
- Ensure the Updated TSP is consistent with applicable laws and adopted plans, including the Transportation Planning Rules, Oregon Transportation Plan, Oregon Highway Plan, strategic visions, parks and trails plans, and concept plans.

TGM Objectives

Oregon's Transportation and Growth Management ("TGM") Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go.

- **Provide transportation choices** to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth.
- **Create communities** composed of vibrant neighborhoods and lively centers linked by accessible transportation.
- **Support economic vitality and growth** by planning for land uses and the movement of people and goods.
- **Save public and private costs** with compact land uses and well-connected transportation patterns.
- **Promote environmental stewardship** through sustainable land use and transportation planning.

Acronyms and Definitions

Agency or ODOT - Oregon Department of Transportation
APM – Agency Project Manager
City – City of Sweet Home
GIS – Geographic Information Systems
NSHA- North Sweet Home Area
OAR – Oregon Administrative Rules
PAC – Public Advisory Committee
PICP – Public Involvement and Communication Plan
PMT – Project Management Team
SOW – Statement of Work
TAC- Technical Advisory Committee
TDM – Transportation Demand Management
TGM – Transportation and Growth Management
TPAU – Transportation Planning Analysis Unit
TSP – Transportation System Plan
WOC – Work Order Contract

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

The standards, manuals, directives and other guidance applicable to Professional Services and Related Services are referenced below or available on Agency's webpages linked below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The standards, manuals, directives and other guidance listed below or available on Agency's webpages are not exhaustive and may not include all applicable standards for a given Project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and**

demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design. Should the requirements of any reference, standard, manual or policy referenced in the PA **or WOC** conflict with another, Consultant shall, in writing, request Agency to resolve the conflict.

Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables must be English.

a. Planning, Survey, Preliminary Engineering and Design Manuals, Standards and Guidance:

- **Technical Manuals - alphabetical list** (https://www.oregon.gov/ODOT/Engineering/Pages/Manuals.aspx)
- **Planning Guidance and Resources** (https://www.oregon.gov/ODOT/Planning/Pages/Guidance.aspx)
- **Planning Analysis** (https://www.oregon.gov/ODOT/Planning/Pages/Technical-Tools.aspx)
- **Geo-Environmental Guidance** (https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Guidance.aspx)
- **Geometronics Resources & Guidance** (https://www.oregon.gov/ODOT/ETA/Pages/OCRS.aspx)
- **Surveying Manuals & Resources** (https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx)
- **Bridge Standards & Manuals** (https://www.oregon.gov/odot/bridge/pages/index.aspx)
- **Engineering Guidance** (https://www.oregon.gov/ODOT/Engineering/Pages/Eng-Guidance.aspx)
- **Standard Drawings and Details** (https://www.oregon.gov/ODOT/Engineering/Pages/Standards.aspx)
- **Technical Guidance** (https://www.oregon.gov/ODOT/Engineering/Pages/Technical-Guidance.aspx)
- **Access Management Manual & Guidance** (https://www.oregon.gov/odot/engineering/pages/access-management.aspx)
- **Project Delivery Guide & Forms** (https://www.oregon.gov/ODOT/ProjectDel/Pages/Project-Delivery-Guide.aspx)

- **Oregon Standard Specifications for Construction** (https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)
- **ODOT Forms Library** (https://www.oregon.gov/ODOT/Forms/Pages/default.aspx)

- **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:
  a. Use ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 ("ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
  b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

  When the Services under this WOC include inspection of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the "Submit by E-mail" button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Forms and instructions are available at the following address: https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

  Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

b. Website or Web Content Development and Maintenance Standards

Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx), which is incorporated into this WOC with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - Ownership of Work Product.

c. ODOT Communications Standards

For any Consultant tasks that require communications functions on behalf of Agency, Consultant shall comply with the ODOT Communications Standards (available at: https://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx) which is incorporated into this WOC with the same force and effect as though fully set forth herein.

2. Software Requirements - RESERVED

3. Professional Licenses, Registrations and Qualifications

- Registered Professional Engineer

4. General Requirements

- **Quality Plan for Professional Services and Related Services**- A Quality Plan ("QP") must be approved and on file with Agency before design and related Services may be provided under the WOC. The QP must be consistent with requirements of Agency's "Guidance/Template for Consultants" available online at: **https://www.oregon.gov/ODOT/Business/Documents/Consultant_Quality_Plan_Model.doc.**
  Consultant shall ensure quality assurance and quality control is performed in conformance with the approved QP on all Services and deliverables provided under the WOC.
- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to ODOT, as well as any other materials specified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, that require such seal and signature.
- **Electronic Documents, Digital Seal and Signature.** If required under the WOC, Consultant shall use ODOT's ProjectWise Network (see Exhibit L) for electronic submittal and receipt of files as necessary for the Project. All final documents identified in ORS 671.025, 671.379, 672.020(2), 672.025(2), 672.028(2) and 672.605, as applicable, must bear the digital seal and signature of the Oregon registered professional under whose supervision and control they were prepared. Documents must be submitted in the format specified in the WOC for each deliverable and must comply with OAR 804-030, OAR 806-010, OAR 809-050 and OAR 820-025 requirements, as applicable, for digital seal and signature capable of independent verification, final and draft documents, modifications to designs, and dual stamping of documents.

- **General Requirements for Project Management**

Project management tasks are integrated into each of the tasks in this SOW, and are described in this section to establish a framework for managing the Project. A Project Management Team ("PMT"), composed of a City Project Manager, Oregon Department of Transportation's ("ODOT") Agency's Project Manager ("APM"), and Consultant will provide overall guidance for the Project. The PMT shall meet during performance of individual tasks to coordinate logistics of the Project and to give feedback to Consultant.

City shall maintain coordination for the overall Project. City is expected to provide complete information to the PMT in a timely manner.

- **General Requirements for Written and Graphic Deliverables**

Project deliverables, including the Updated TSP and NSHA Refinement Plan, must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (for example, system inventories and traffic conditions).

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level, using the Flesch–Kincaid Grade Level Formula.

Memoranda and reports must be formatted for 8½-inch by 11-inch or 11-inch by 17-inch paper.

Consultant shall provide digital copies of written deliverables in Word, Excel, and PDF formats. Consultant shall provide final versions of deliverables in an open and universally readable format. At the conclusion of Project, Consultant shall provide electronic versions of Final Updated TSP, NSHA Refinement Plan, and Final Implementing Ordinances in format(s) that allow future manipulation of the text and maps. Consultant shall create all final materials with the intent to display them on City's website.

Consultant shall provide any Geographic Information Systems ("GIS") layers used for inventory and graphic deliverables to both ODOT's Transportation Planning Analysis Unit ("TPAU") and the Geographic Information Services Unit.

Consultant shall prepare all deliverables consistent with the following requirements, unless otherwise specified in individual tasks for specific deliverables:

1. <u>Draft Deliverables</u>

Draft deliverables must be substantially complete, and any changes or revisions needed to address comments must be minor. Technical memoranda must typically be 10-30 pages in

length with a one-page summary of the key elements of the memoranda and delivered in electronic PDF and Word formats.

The Draft deliverable is inclusive of an "initial draft" and a "revised Draft." City shall and ODOT will submit one set of consolidated, coordinated comments on the initial draft in the comment log to Consultant within seven business days after receipt of Consultant's Draft deliverables, unless otherwise directed by APM. Consultant shall provide revised Draft deliverables.

Unless stated otherwise within the SOW, Consultant shall submit initial Draft deliverables to City and APM 14 days in advance of combined Public Advisory Committee ("PAC") and Technical Advisory Committee ("TAC") meetings, and public meetings at which the deliverables are expected to be needed.

2. Maps and graphic deliverables

Consultant shall provide maps and site plans as electronic deliverables that can be read and used directly with ArcGIS 10.3.1, geo-referenced to the appropriate GIS base data, or in a format as agreed by the PMT.

Maps and graphics must include, but are not limited to, details necessary to ensure usability. Maps must include, at a minimum: a title; a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

Consultant shall deliver all graphics, including but not limited to vector-based graphics, perspectives, axonometric drawings and elevations created digitally, to the PMT digitally in both the native format in which they are created (such as Adobe InDesign, Photoshop, SketchUp, and AutoCAD) and in an open and universally readable format (such as PDFs or JPGs), as agreed between as agreed to by APM in Kick-Off meeting.

3. Final deliverables

Adoption Ready: Final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as "it is recommended…" or "City should…." New and amended land development code language must be prepared as final regulatory statements of the local government. Final plan, plan amendments, land development code, and land development code amendments must include all necessary amendments or deletions to existing local government plans or land development code to avoid conflicts and to enable full integration of proposed plan with existing local government documents.

The following text must appear in final Consultant deliverables:

"This Project is partially funded by a grant from the Transportation and Growth Management ("TGM") Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect the views or policies of the State of Oregon."

In the Final Updated TSP and NSHA Refinement Plan, headers, footers, and graphics must not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes. These items must only be on the acknowledgement page.

- **General Requirements for Web Access to Project Materials**

Consultant shall provide the PMT with continued web access to all completed Project files throughout the duration of the Project and for six months after Project completion. Consultant shall satisfy this requirement for an online repository of electronic Project files by providing a dedicated web page for PMT use that includes links to each file, providing access to a File Transfer Protocol site enabling direct downloading of Project files, or an alternative distribution method as agreed by the PMT.

- **General Requirements for Public Involvement**

Public Involvement must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for "the opportunity for citizens to be involved in all phases of the planning process." The Public Involvement and Communications Program ("PICP") must detail how, during Project:

City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

"Fair treatment" means that no group of people, including a racial, ethnic, or socioeconomic group, including those with limited English proficiency, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

"Meaningful involvement" means that:

(1) Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;

(2) The public's contribution can influence the regulatory agency's decision;
(3) The concerns of all participants involved will be considered in the decision-making process; and
(4) The decision makers seek out and facilitate the involvement of those potentially affected.

City shall consider Title VI of the Civil Rights Act of 1964 regarding outreach to minorities, women, and low-income populations.

Special efforts must be directed to ensuring outreach to and representation of minorities, women, and low-income populations.

Consultant shall provide Spanish translation services at public open houses, public hearings, and for individual project communications. This includes translation of select meeting content, outreach materials, and the presence of an interpreter at public meetings.

The primary aspect of public involvement must be through the Project Webpage(s), PAC meetings, public presentations, and Planning Commission and City Council hearings. City shall transmit any comments received outside of the processes in this statement of work to Consultant for consideration in the development of the Project.

- **General Requirements for Meetings**

Meeting arrangements include, but are not limited to: scheduling meeting dates and times with meeting participants, distributing agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing legal and courtesy advertisements in local media, and posting notices in public locations (such as City buildings and libraries).

Facilitating meetings includes, but is not limited to: preparing agendas and meeting materials, meeting minutes, making presentations, and facilitating discussion of relevant issues.

- **General Requirements and Expectations for Traffic Analysis**
  - Consultant shall be aware of and comply with ODOT design standards, both geometrical and operational, for work involving state highways.
  - Consultant, by and through an Oregon-registered professional engineer, shall perform or oversee all traffic analysis Services. Final technical memoranda containing traffic analyses must be stamped by an Oregon-registered professional engineer, with license being current and in good standing, with expertise in civil or traffic engineering.
  - Traffic analysis must comply with ODOT Analysis Procedures Manual available at http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx and Highway Capacity Manual 6th Edition methodologies.

- Traffic analysis software must follow Highway Capacity Manual 6th Edition procedures. If "Synchro plus SimTraffic 10" software is utilized, Critical intersection volume/capacity for signalized intersections must be hand-calculated based on generated HCM 6th Edition reports.
- Consultant shall provide all traffic analysis work in electronic format (such as Synchro, HCS+, or MicroStation files) to TPAU. Consultant shall furnish written and electronic documentation for all assumptions, data, calculations, and results. This includes paper and computer files (i.e. spreadsheets and analysis software files).
- The planning horizon year for future scenarios is 2045. The base year for the traffic analysis is 2022.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall prepare and submit deliverables in accordance with Section B.4 (General Requirements for Written and Graphic Deliverables).
- Consultant shall return the revised deliverables to Agency staff, with Agency comments incorporated, within 10 business days of Consultant's receipt of Agency's comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. FORMAT REQUIREMENTS

- Consultant shall prepare deliverables in accordance with Section B.4 (General Requirements for Written and Graphic Deliverables).
- Unless specified otherwise, Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Unless specified otherwise, Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Unless specified otherwise, ach draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the "Services") included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential.

Consultant understands that the City has significant tasks related to, and involvement with, the Project. As such Agency has entered into a separate Intergovernmental Agreement with the City to provide services to the Project as described in this SOW that are not the responsibility of the Consultant. The information regarding the City deliverables and responsibilities is for informational purposes only.

The delivery schedule is consolidated in a table at the end of Section E (Deliverable Table).

Task 1: Project Management

1.1 Committee Rosters

City shall establish and prepare Committee Rosters for the following:

i. TAC, which will provide the primary technical review and guidance for the Project and is expected to include representatives from the following:
   a) City's community & economic development, public works, and police departments;
   b) Sweet Home Fire District;
   c) Linn County;
   d) ODOT (Region 2 Traffic, TPAU, ODOT Rail, ODOT Transit, Region 2 Planning, and Region 2 Environmental);
   e) Oregon Department of Land Conservation and Development;
   f) Linn Shuttle; and
   g) Others as deemed appropriate or invited to participate in individual meetings when certain expertise is required or throughout the Project.

ii. PAC, which will consist of community members that will inform the Project from their respective community perspectives. PAC may include representation from the following:
   a) local business community;
   b) City Council;
   c) City Planning Commission;
   d) Sweet Home School District;
   e) Linn-Benton Community College;
   f) Chamber of Commerce;
   g) School District's bus provider;
   h) Local and statewide freight;
   i) Albany & Eastern Railroad;
   j) Active transportation advocates;
   k) Youth Representative;
   l) Representative of the transportation disadvantaged;
   m) Representative from the South Valley-Mid Coast Regional Solutions Team
   n) Representatives from Title VI communities; and

o) Consistent with the PICP, others invited to participate in individual meetings when certain expertise or perspective is required or throughout the Project.
p) Jamboree representative

1.2 Kick-Off Meeting

Consultant shall arrange and conduct a kick-off meeting with PMT to review Project objectives and processes. The kick-off meeting must occur virtually with a 1-hour duration.

Consultant shall facilitate a discussion of upcoming deliverables including dates for the refined Project schedule, elements of PICP, Project webpage(s), Project fact sheet, and Project overview video.

Consultant shall provide a written agenda and meeting summary to PMT in accordance with the Deliverable Table.

1.3 Public Involvement Kick-off meeting

Consultant shall prepare for and attend 1 public involvement kick off/strategy meeting with City staff within 30 days of NTP. The meeting must occur virtually and be 1 hour in duration following the project kick-off meeting. The purpose for the meeting will be to discuss upcoming deliverables, project goals, and desired communication objectives and outcomes. The meeting must directly inform the development and content of the PICP.

1.4 PMT Teleconferences

Consultant shall arrange and conduct up to 30 (generally twice per month) teleconferences with the PMT, both as scheduled in the refined Project schedule and as required to address specific Project issues. The duration of each teleconference must not exceed 30 minutes. Dates and times of scheduled teleconferences will be determined at the kick-off meeting, and included in the refined Project schedule. Consultant shall arrange a standard call-in number and provide teleconference dates, times, and access information to the PMT members as needed. Consultant shall develop a written agenda for each teleconference and shall disseminate the agenda to the PMT in accordance with the Deliverable Table.

1.5 PICP

City shall prepare Draft and Revised PICP with review from the Consultant and ODOT to gain input throughout the duration of Project and at key milestones. Elements of the PICP must include, but are not limited to, the following:

- public involvement goals
- internal (City and Consultant) roles and responsibilities for public involvement
- Project identity, including project graphics and templates
- key messages

- potentially affected and interested stakeholders and other target audiences for outreach such as the small group briefings in Tasks 3, 4, and 5
- decision-making framework, including roles of groups and committees
- critical success factors
- demographic analysis using U.S. Census data and input from City to identify Title VI and Environmental Justice populations, and outreach and reporting protocols to meet Title VI Program (Environmental Justice) requirements to ensure full and fair participation by all potentially affected community members in the decision-making process. Title VI and Environmental Justice analysis and documentation must be consistent with the Region 2 Guidelines for Addressing Title VI and Environmental Justice in Transportation Planning.
- maps and text showing the socio-economically sensitive populations within and adjacent to the Project Area and transportation facilities used by identified populations
- other items as agreed to at the kick-off meeting

City shall submit draft PICP to APM and Consultant for review and make revisions to address comments. Consultant shall review and comment in accordance with the Deliverable Table.

1.6 Stakeholder Database and Comment Log

City shall develop and maintain a stakeholder database that will be used to inform interested parties including, but not limited to, federal, regional, state and local authorities, environmental groups, active transportation advocates, individuals, key businesses, public services, education, and community organizations. Information must include, where available, name, affiliation, address, and email address. City shall expand and update this database throughout Project to document new stakeholders and parties as they express interest. City shall forward contact information that it receives.

City shall log public comments, questions, and concerns received throughout the Project in the comment log. Any comments received directly by City must be entered in the comment log and forwarded to Consultant for information sharing purposes. Consultant shall provide any comments received by Consultant to City for entry in the comment log. Consultant shall provide review and coordination resources for the information sharing purposes noted above.

1.7 Project Webpage

Consultant shall coordinate with the PMT to create and maintain the Project webpage. To the extent possible, the Project webpage must be integrated with the City website according to City requirements. Consultant shall be responsible for all aspects of the Project webpage, including but not limited to: development, gathering and monitoring of content, and controls, as required by, and subject to approval by PMT. The Project webpage must be fully functioning and accessible within 4 weeks after the kick-off meeting and remain fully functioning and accessible for a minimum of 6 months following Project completion.

Project Webpage must include, at a minimum:

- Project deliverables: tech memos and all maps and graphics in PDF or JPG format;
- an embedded translate tool,
- method to sign up for a project notification list, and
- meeting information (times, locations, agendas, summaries, and materials).

Consultant shall update the Project webpage before and after meetings and at the end of Tasks.
Consultant shall include a Spanish-language landing page in the Project webpage that provides an overview of the Project in Spanish and include a link to all Spanish-language translated documents (i.e. project fact sheet, posters, flyers). Consultant shall provide translation services for content used on Spanish-language landing page.

The Project webpage must also include an interactive on-line mapping tool element that allows the public to provide input and to pinpoint issues, ideas, and comments directly on a map of the Project area. Any interactive features for public involvement must not require user registration.

1.8 Project Overview Video

Consultant shall produce a simplified draft and final Project overview video, in English and Spanish, to raise awareness of the Project and engage diverse stakeholders. The video must include an overview of the Project timeline and identify opportunities for the public to engage in the process. The video may include a speaking role with up to one City representative. Project overview video must be between 3 and 5 minutes. The Project overview video must be embedded in the Project webpage(s). City shall post the video to its social media accounts.

Consultant shall submit draft Project overview video to City and APM for review in accordance with the Deliverable Table.

1.9 Project Fact Sheet

Consultant shall prepare Draft and Revised Project Fact Sheet in Spanish and English for posting on the Project Webpage(s) and use it for briefings, media, or events. Project fact sheet must introduce Project to community; PMT shall agree on specific topics at the public involvement kick-off meeting. Consultant shall provide one electronic (PDF) copy of the Project fact sheet to City to distribute to company that mails the utility bills. City shall post the Project fact sheet on their social media accounts.

1.10 Refined Project Schedule

Consultant shall prepare a draft and revised refined Project schedule with the due dates for required services and deliverables. Consultant shall deliver the draft and revised refined Project schedule to the City and APM in accordance with the Deliverable Table.

Based on input at the Project kick-off meeting, the Consultant shall prepare a revised refined Project schedule within 14 business days of Project kick-off meeting for Agency's review and approval. The Revised Project schedule must conform to the Project schedule and the milestone dates provided in this WOC.

City Deliverables

1a Committee Rosters (Subtask 1.1)
1b Kick-Off Meeting (Subtask 1.2)
1c Public Involvement Kick-off Meeting (Subtask 1.3)
1d PMT Teleconferences, up to 30 (Subtask 1.4)
1e PICP (Subtask 1.5)
1f Stakeholder Database and Comment Log (Subtask 1.6)
1g Project Video, review and comment (Subtask 1.8)
1h Project Fact Sheet, review and comment (Subtask 1.9)

Consultant Deliverables

1A Kick-Off meeting (Subtask 1.2)
1B Public Involvement Kick-off Meeting (Subtask 1.3)
1C PMT Teleconferences, up to 30 (Subtask 1.4)
1D PICP, review and comment (Subtask 1.5)
1E Stakeholder Database and Comment Log, review and coordination (Subtask 1.6)
1F Project Webpage (Subtask 1.7)
1G Project Overview Video (Subtask 1.8)
1H Project Fact Sheet (Subtask 1.9)
1I Refined Project schedule (Subtask 1.10)

Task 2: Plans and Policy Review

2.1 Background Documents

City shall and ODOT will provide to Consultant the most current version of the existing plans, policies, standards, rules, regulations, and other documents pertinent to the updated TSP in electronic format, as available. Consultant shall provide guidance, coordination, and review of Background Documents. Background Documents must include:

City

- comprehensive plan
- 2005 TSP
- 2021 Streetscape Plan
- 24th Ave Rail Crossing Order
- Santiam River Club (SRC) / Salmon Run master plan
- capital improvement program
- municipal code
- Oregon Downtown Development Association report (2003)
- Buildable Lands Inventory (2007)
- Economic Opportunities Analysis (2017)
- population and employment projections
- City Council vision and goals
- City strategic plan
- current and past budgets for transportation
- current and historic funding and sources
- Park System Master Plan (2014)
- Transit and/or Linn Shuttle Plan (as available)

Linn County

- comprehensive land use plan
- Linn County TSP

Statewide

- Oregon Highway Plan (1999, last amended in December 2019)
- Oregon Transportation Plan (2006)
- Oregon Freight Plan (2017)
- Oregon Public Transportation Plan (2019)
- Oregon Rail Plan (2014)
- Oregon Bicycle and Pedestrian Plan (2016)
- Blueprint for Urban Design (2019)
- Oregon Transportation Safety Action Plan (2021)
- Transportation Options Plan (2015)
- statewide planning goals
- State Law on Reduction in Vehicle-Carrying Capacity (Oregon Revised Statutes 366.215)
- Oregon Administrative Rules ("OAR") chapter 734, division 051
- OAR chapter 660, division 012, known as the Transportation Planning Rules
- ODOT funding projections
- Statewide Transportation Improvement Program ("STIP")
- ODOT Highway Design Manual (2012)
- Oregon Roadway Departure Safety Implementation Plan (2010)

- Oregon Intersection Safety Implementation Plan (2012)
- Oregon Bicycle and Pedestrian Safety Implementation Plan
- Oregon Standard Specifications for Construction, Oregon Standard Drawing and Oregon Standard Details (2015)
- TSP Guidelines (2018 and as amended)
- Executive Order 20-04: Directing State Agencies to Take Actions to Reduce and Regulate Greenhouse Gas Emissions

2.2 Draft Tech Memo #1: Plans and Policy Framework

Consultant shall prepare draft Tech Memo #1, a summary and review of background documents to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of the updated TSP. Draft Tech Memo #1 must include, but is not limited to, an audit of City's zoning ordinance for compliance with the Transportation Planning Rules (OAR 660-12-0045) and recommendations to inform work in Task 4 and Task 6. Draft Tech Memo must also include an identification of policy, code, and ordinance gaps and needs as they relate to the development of the updated TSP and NSHA refinement plan.

2.3 Analysis Methodology and Assumptions Memorandum

Consultant shall prepare initial and revised Analysis Methodology and Assumptions Memorandum documenting methodology and assumptions for existing conditions, future conditions, and alternatives traffic analysis. Memorandum must be consistent with the sample methodology memorandum in ODOT's Analysis Procedures Manual.

Memorandum must address existing conditions (i.e. seasonal factors used), future conditions (i.e. volume development and post-processing methodology, transit demand), and alternative analysis (i.e. peak hour factors, analysis parameters, calibration, etc.).

Memorandum must include, but is not limited to, existing and future analysis methodologies to examine transportation network in terms of access to bicycle, pedestrian, and transit networks, mobility potential of those networks, and assumptions for level of traffic stress, qualitative multimodal assessment, and multimodal level of service.

The analysis methodology and assumptions memorandum must include the following statement:

> "ODOT will provide processed traffic count data and raw data provided in existing planning documents and studies to a common base year, following procedures and methods outlined in agency's Analysis Procedure Manual. Consultant shall analyze traffic count information for the peak period, apply seasonal, annual, and COVID

adjustment factors, as appropriate, to develop volumes for the 30th highest hour and the average daily traffic volumes.

Operational analysis for study intersections, regardless of jurisdiction, must include:

a) volume-to-capacity ratio
b) level-of-service
c) peak hour vehicles
d) average daily trips
e) delay
f) turning movements

All of Consultant's analyses must focus on design hour volume unless otherwise discussed and agreed to by City and ODOT.

Consultant shall use ODOT operational mobility targets for State facilities and City design standards for City facilities, clarifying required standards and targets when there is different jurisdiction on multiple legs of a single intersection.

Consultant's transportation analysis must also include the following:

a) availability of sidewalks and bicycle lanes
b) general condition of existing American with Disabilities Act ("ADA") compliant ramps (as data is available), sidewalks and bicycle facilities
c) pedestrian and bicycle level of traffic stress as per Agency's Analysis Procedure Manual v2
d) qualitative (multimodal) assessment for transit modes (guidance is available in Agency's Analysis Procedure Manual v2)
e) a qualitative assessment of transit service and identification of underserved areas
f) gaps in intermodal connectivity

Consultant's crash inventory (most recent 5 years of complete crash data) must include, but is not limited to the following:

a) location;
b) crash type and characteristics;
c) severity (property damage, injury and level of injury, or fatality);
d) summary review of pedestrian and bicycle crashes; including bicycle or pedestrian present; and
e) summary review of fatal and serious injury crashes.

Consultant's data for State highways must include but is not limited to locations of Top 5% or 10% Safety Priority Index System sites.

Consultant shall calculate study intersection crash rates. Consultant shall compare intersection crash rates to critical crash rates and the excess proportion of specific crash types based on the methods outlined in Part B of the Highway Safety Manual. If a critical crash rate or excess proportions cannot be calculated due to limited data or inadequate reference populations, crash rates must be compared to the published 90th percentile rates in Table 4-1 of the Agency's Analysis Procedure Manual. Consultant shall use Project-area K-factors from 12+ hour counts to convert short duration counts to daily traffic approach volumes. Consultant shall calculate the crash rates and compare them to Table II in the statewide Crash Rate Book to identify locations and intersections with more crashes than other similar facilities in Oregon.

Consultant shall identify and present crash patterns and potential projects, policies, or studies at intersections that exceed the statewide crash rate performance threshold, for all areas that exceed the critical crash rate, have an identified excess proportion, 90th percentile rate, the Table II rate, or are a top 5% or 10% Safety Priority Index System site. Consultant shall identify crash modification factors associated with each countermeasure to provide an estimate of the potential change in crash frequency, based on crash modification factors from the Highway Safety Manual or Federal Highway Administration's online Crash Modification Factor Clearinghouse with a star rating of three or better.

All crash modification factors must have consistent volumes and parameters with the updated TSP analysis.

Consultant shall document summary crash data, including but not limited to crash rates. Documentation must consider intersections in the study area vicinity, if any, that were under construction at the time counts were conducted.

The traffic forecasts are assumed to be developed using the enhanced zonal cumulative analysis ("EZCA") process to develop a travel forecast tool that covers the street system within the Sweet Home Urban Growth Boundary ("UGB"). The EZCA process will provide the ability to assess the benefits of transportation system management and operations ("TSMO") projects including intersection traffic control and lane geometry. The forecast tool will also provide a basis for analyzing street connectivity and other potential alternatives.

The no-build scenarios must contain volume-to-capacity ratio, level of service, and turning volumes."

Consultant shall submit the initial and revised drafts to City and APM in accordance with the Deliverable Table. . Consultant shall submit to and obtain approval of the Revised Analysis

Methodology and Assumptions Memorandum from TPAU, Region 2 Traffic, and PMT prior to beginning of traffic analysis in Task 3 and 4, and after the development of goals, objectives, and evaluation criteria in draft Tech Memo #2.

2.4 Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria

Consultant shall prepare draft Tech Memo #2 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives for both the TSP update and refinement plan process. A separate set of goals, objectives, and evaluation criteria will be developed for the TSP update and refinement plan process, but shall be based on similar goals and may include significant overlap. Consultant shall review existing transportation policies from the City's Comprehensive Plan and compare with Project objectives to produce a set of Project goals. Consultant shall draft any policy revisions (TSP, Comprehensive Plan, or code related) for consideration by City, Agency, TAC, and PAC consistent with the TGM Project objectives, and community's goals as expressed in the comprehensive plan and other relevant adopted plans.

Consultant shall also develop a framework for evaluating the performance of programs and projects identified in the planned modal systems in Tasks 5 and 6. This performance evaluation tool will be critical in helping City understand how to prioritize transportation investments in the years following the adoption of Updated TSP and in identifying transportation solutions for subsequent TSP updates.

Consultant shall establish evaluation criteria based on the selected goals and may include but are not limited to:

- qualitative assessment levels and level of traffic stress for multimodal improvements;
- simple factors for system and demand management techniques and measures: elasticities; comparative case study findings, and more qualitative approaches to assess the potential impacts of TDM as appropriate;
- social benefit, including impact and benefit for disadvantaged and minority groups and impact to cost of housing and transportation;
- health benefit;
- access to transit;
- access to destinations for all modes;
- cost;
- implementation of policies and projects from background documents;
- mode share; and
- relevant metrics and outputs as noted in the analysis methodology and assumptions memo, including, but not limited to: volume to capacity, level-of-service, queue length, and safety benefit (qualitative and crash reduction factor-based) for road improvements.

Consultant shall submit draft Tech Memo #2 to City and APM in accordance with the Deliverable Table.

2.5 Final Tech Memo #1

Consultant shall finalize draft Tech Memo #1, incorporating consolidated comments from PMT in accordance with Deliverable Table.

2.6 Revised Tech Memo #2

Consultant shall revise Draft Tech Memo #2, incorporating consolidated comments from PMT within 2 weeks of receiving comments.

City Deliverables

2a Background Documents (Subtask 2.1)
2b Draft Tech Memo #1, review and comment (Subtask 2.2)
2c Draft Tech Memo #2, review and comment (Subtask 2.4)

Consultant Deliverables

2A Background Documents (Subtask 2.1)
2B Draft Tech Memo #1: Plans and Policy Framework (Subtask 2.2)
2C Initial and Revised Analysis Methodology and Assumptions Memorandum (Subtask 2.3)
2D Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria (Subtask 2.4)
2E Final Tech Memo #1 (Subtask 2.5)
2F Revised Tech Memo #2 (Subtask 2.6)

Task 3: Transportation System Inventory and Existing Conditions

3.1 Draft Tech Memo #3: Existing Conditions Inventory and Analysis

Consultant shall prepare Draft Tech Memo #3 to inventory and assess the existing conditions in the Sweet Home UGB, including the NSHA. Consultant shall use content from Task 2, the 2005 TSP, and all available datasets, including those from City and ODOT. Draft Tech Memo #3 must include, but is not limited to, the following:

i. Inventory

Consultant shall update the 2005 TSP inventory of the existing transportation system and the land uses and population within the Project Area. Inventories must be presented in tabular (Excel) and map (GIS) format, as feasible, with a simple and concise accompanying narrative. City shall and ODOT will provide GIS data, where available; where GIS data is not available, data must be provided in an Excel database. Portland State University coordinated population estimates must be used. Inventory must include, but is not limited to, the following elements:

1. Lands and Population Inventory

Consultant shall update the inventory of available lands data to identify existing, planned, and potential land uses, and environmental constraints to development. The Lands and Population Inventory must be consistent with the acknowledged comprehensive plans and based on data assembled by City that must include the following:

a) vacant and developable land
b) zoning, both current and planned
c) natural resources and environmental barriers
d) activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers, employment centers, and neighborhood centers
e) historic and projected population growth patterns
f) locations of the following socio-economically sensitive populations:
    - minority groups (all persons who did not self-identify as white, non-Hispanic);
    - low-income (persons who earned between 0 and 1.99 times the federal poverty level);
    - elderly persons (persons 65 years of age or older in 2010);
    - youth (persons 16 years of age or younger in 2010);
    - limited English proficiency (people who stated that they didn't speak any English at all in 2010); and
    - all persons 5 years or older with any type of disability, as available: sensory, physical, mental, self-care, go-outside-the-home or employment.
g) evaluation and mapping of the cost of housing and transportation as a percentage of income across City's demographic spectrum.

2. Street and Highway System Inventory

Consultant shall update the existing inventory of road system characteristics to establish a baseline for comparison with future needs. Street and highway system inventory must include, but is not limited to, the following:

a) facility functional classifications for local streets and state highways;
b) jurisdictional responsibility for local streets and state highways;
c) geometry for study intersections (Consultant shall assemble);
d) number and width of study intersection lanes (Consultant shall assemble);
e) signal locations (Consultant shall assemble);
f) posted speed limits;
g) pavement types and conditions;
h) street locations on the local system;

i) for local streets and state highways in downtown or business areas, general description of on-street parking locations and utilization (not measured or mapped);
j) state highway approach permits along state highways within city limits;
k) park and ride locations;
l) right of way widths;
m) Intelligent Transportation System facilities;
n) intermodal connections and facilities;
o) national, state, regional, and local freight and motor carrier routes;
p) national highway system facilities; and
q) general presence of public sidewalk impediments (such as driveway aprons, ADA ramps, and public sidewalks).

3. Public Transportation Inventory

Consultant shall update the inventory of the public transportation system including but not limited to the following:

a) existing routes, circulation, schedules, and frequency;
b) location of bus stops;
c) connectivity with transit facilities, including Linn Shuttle and other agencies providing service in the Project area;
d) identify on-demand/door-to-door transit services in the region; and
e) paratransit service, including demand and accessibility.

4. Rail Inventory

Consultant shall update the inventory of rail system characteristics based on data Consultant collects from the railroads or the ODOT Rail Division, including but not limited to the following:

a) type of service (freight);
b) owner and operator of rail line;
c) location of rail lines and terminals;
d) proximity to streets or highways;
e) classification of the lines;
f) number of trains and schedule;
g) industries served and commodities handled;
h) track conditions;
i) train speeds; and
j) crossing locations and known issues.

5. Bicycle and Pedestrian Inventory

Consultant shall update inventory of bicycle and pedestrian system characteristics (collector and arterial roadways) to provide a comprehensive portrait of multi-modal

infrastructure and overall connectivity and access with these modes, including but not limited to the following:

a) bicycle facility types, locations, geometry, conditions, and use;
b) pedestrian facility types, locations, geometry, and use;
c) crosswalk locations, conditions, and use, and ADA ramp status;
d) consistency of facilities with state and regional standards;
e) use of bicycle facilities for all purposes;
f) use of pedestrian facilities for all purposes; and
g) location and trip characteristics of major bicycle and pedestrian generators.

Consultant shall provide a high-level general description of local streets to aid in future policy consideration. This overview will be limited to brief narrative and will not include quantities or maps.

6. Freight Generators Inventory

Consultant shall update inventory of the major freight generators in the Project area. Freight generators are the industrial areas, distribution centers, truck terminals and businesses that ship or receive a significant amount of freight. The Freight Generators Inventory must be based on Chamber of Commerce and Oregon Employment Department data assembled by City and ODOT and must include the following:

a) location of at grade crossings with other transportation modes;
b) location of above- or below-grade crossings with other transportation modes;
c) general information and mapped location of major freight generators;
d) major commodities shipped or received;
e) intermodal facilities; and
f) connector roads connecting to intermodal facilities or to major freight generators.

7. Funding Inventory

Consultant shall prepare a summary of current and historical transportation funding. City shall provide Consultant with currently available funding information, including the following:

a) transportation revenues received from the State;
b) local transportation revenues; and
c) system development charges and other revenue from development.

City shall provide Consultant with a history in electronic format of all existing revenue streams with a 10-year history of trends.

ii. Existing System Conditions Analysis

Consultant shall analyze existing conditions and identify deficiencies of the transportation system and land use based on analysis methodology and assumptions memorandum. Consultant's analysis must include, but is not limited to, the following:

1. Traffic Counts

ODOT will provide traffic counts with a 15 minute fully stratified vehicle classification breakdown for peak periods (6-9 am, 2-6 pm) as indicated below for the following study intersections in a standardized excel and/or csv format:

Study Intersections (16 hour Classification Counts) - 19 locations

Main Street (Hwy 20) and Pleasant Valley Road
Main Street (Hwy 20) and Holley Road (Hwy 228)
Main Street (Hwy 20) and 12th Avenue
Main Street (Hwy 20) and 15th Avenue
Main Street (Hwy 20) and 18th Avenue
Main Street (Hwy 20) and 22nd Avenue
Main Street (Hwy 20) and 24th Avenue
Main Street (Hwy 20) and Clark Mill Road
Main Street (Hwy 20) and 44th Avenue
Main Street (Hwy 20) and 47th Avenue
Main Street (Hwy 20) and 49th Avenue
Main Street (Hwy 20) and 53rd Avenue
Main Street (Hwy 20) and 54th Avenue
Main Street (Hwy 20) and 60th Avenue (Foster Dam Road)
Holley Road (Hwy 228) and 1st Avenue
Holley Road (Hwy 228) and Oak Terrace
Long Street and 18th Avenue
Long Street and 43rd Avenue
Elm Street and 10th Avenue

ODOT will provide additional traffic counts with 15 minute stratified breakdown for the 4-6 PM peak period for up to 20 additional locations to be confirmed with Consultant. Consultant shall provide ODOT a list of these locations to understand the local traffic circulation and support the traffic forecasting process.

ODOT shall process the ODOT provided traffic count data and raw data provided in existing planning documents and studies to a common base year, following procedures and methods outlined in Agency's Analysis Procedure Manual. Consultant shall analyze traffic count information for the peak period, apply seasonal, annual and COVID adjustment factors, as appropriate, to develop volumes for the 30th highest hour and the average daily traffic volumes.

2. Motorized Vehicle Operations Analysis
Consultant shall perform traffic analysis for study intersections using the 2022 p.m. peak hour 30 highest Hourly Volume condition and identify existing deficiencies.

3. Non-Motorized Transportation Analysis
Consultant shall perform analysis of primary non-motorized transportation on collector and arterial roadways. Consultant's analysis must include, but is not limited to, availability of sidewalks, bicycle facilities, transit routes and facilities, and gaps in primary routes and multimodal opportunities based on available GIS data and online mapping.

4. Safety Analysis
Consultant shall obtain the most recent available 5 years of complete crash data from ODOT's Crash Analysis and Reporting Unit in the Project area. Consultant shall assemble an inventory and identify crash patterns in the history of collisions on the transportation system among all users (for example, trucks, autos, pedestrians, and bicyclists). Consultant shall assess accidents that do not involve vehicles, such as a pedestrian tripping and falling on a poor condition sidewalk, as data is available.

5. Access Management Analysis
Consultant shall identify existing access management standards as defined in OAR 734-051-1010 et al. Consultant shall review City standards and review existing City arterials and collectors adjacent to study intersections identifying general corridor areas with driveways that are non-compliant.

6. Environmental Justice Analysis
Consultant shall utilize PICP maps and text, to prepare environmental justice analysis to identify needs and to avoid undue adverse impacts when examining future projects and needs.

Consultant shall submit Draft Tech Memo #3 to PMT in accordance with the Deliverable Table. Consultant shall prepare and submit Revised Draft Tech Memo #3 to City for distribution to the Combined PAC & TAC Meeting #1 week prior to Combined PAC & TAC Meeting #1 after receiving comments from the PMT.

3.2 NSHA Conditions Booklet

Consultant shall prepare a concise Draft and Revised NSHA Conditions Booklet, illustrating existing and planned land uses, environmental conditions and transportation improvements, zoning analysis and recent and proposed streetscape improvements as well as existing urban design character and urban design opportunities within the NSHA. NSHA Conditions Booklet

must document existing conditions and opportunities and describe potential approaches to land use, zoning, and transportation and streetscape conditions within the NSHA. Conditions Booklet must use maps and diagrams and simple, concise plain English text. NSHA Conditions Booklet must be built from an assembly of NSHA related information from Technical Memo #3.

NSHA Conditions Booklet must be analogous to an executive summary that highlights key issues and approaches for future zoning, land use, development and zoning in the NSHA Conditions Booklet must be used to inform the public of the existing conditions within the NSHA and seek public input.

Items described in Conditions Booklet must include the following:

a. Land use:

1. existing land uses (including vacant and underutilized properties and parking lots);
2. existing site character and mill history
3. land ownership considerations (e.g., owner type, public/private, etc.)
4. key land use issues and opportunities;
5. key urban design issues that are prevalent throughout the NSHA (such as building types, heights, setbacks, location of parking, etc. based on existing conditions and standards);
6. Santiam River related conditions and opportunities, including riparian setbacks, habitat protections, floodplain conditions;
7. Key constraints from previous mill activities, including contaminated soils, settling ponds, and mill-related structures; and
8. locations for potential redevelopment.

9. Zoning regulations:

10. Barriers to development and redevelopment in existing zoning in NSHA;
11. Parking requirements;
12. Examples of approaches to zoning, including design standards that encourage pedestrian-friendly, mixed-use development and
13. Possible locations of mixed-use zoning (entire NSHA versus specific locations).

a. Transportation and streetscape:

1. patterns of development and traffic;
2. city plans and right of way maps of area;
3. key transportation issues and opportunities, including railroad crossings;
4. existing traffic conditions, including sidewalk widths and locations, landscaping, traffic volumes, transportation network, bicycle facilities and transit service and facilities;

5. multimodal crash data;
6. comfort and desirability of the walking environment for pedestrians (including location of crosswalks and closed crosswalks, curb extensions, street trees, and pedestrian-scale lighting);
7. comfort and desirability of bike facilities; and
8. comfort and desirability of transit stop accommodations and possible improvement.

Consultant shall provide draft NSHA Conditions Booklet to City and APM for review and comment. Consultant shall provide Revised NSHA Conditions Booklet to City and APM prior to Tasks 3.4 and 3.6.

3.3 Tech Memo #4: NSHA Economic Analysis

Consultant shall prepare Draft and Revised Tech Memo #4, an identification and evaluation of land use and zoning options that reflect viable redevelopment opportunities and market-supported uses in the NSHA. The evaluation must be based upon examination of economic information provided by City (e.g., 2017 EOA); readily available sources; and discussions with property and business owners as part of the Task 2.4 focus group interviews to provide economic development and redevelopment expertise in evaluating and vetting recommendations for land use alternatives and facility improvements in the NSHA.

Consultant shall provide initial Draft Tech Memo #4 to City and APM for review and comment. Consultant shall provide Revised Tech Memo #4 to City and APM prior to Tasks 3.4 and 3.6 ~~public~~ based on review and comments from City and APM.

3.4 Combined PAC & TAC Meeting #1

City shall arrange and Consultant shall conduct combined PAC & TAC Meeting #1. Combined PAC & TAC Meeting #1 must be held virtually. The purpose of combined PAC & TAC Meeting #1 is to:

- provide an orientation to Project;
- outline the plan and policy context for the Project as summarized in Final Tech Memo #1;
- consider the draft Project goals, objectives, and evaluation criteria in Revised Tech Memo #2;
- review the existing conditions in Draft Tech Memo #3; and
- provide a timeline of combined PAC & TAC meetings and key project milestones.

Consultant shall prepare a written meeting schedule, written agenda, and other supporting materials for combined PAC & TAC meeting #1, and meeting minutes in accordance with Deliverable Table. Combined PAC & TAC Meeting #1 must not exceed 2 hours in length.

3.5 Task 3 Publicity

Consultant shall prepare Task 3 Publicity to provide information regarding the Project in a variety of methods to encourage public participation. Publicity must include:

1. Project Newsletter #1 in simple English that is understandable to a lay person. Project Newsletter #1 must include, a Project introduction and include logistical information on Open House and Workshop #1 and Online Open House #1, schedule, and other relevant Project information. Consultant shall provide electronic (PDF) copy to City and post Project Newsletter #1 to the Project web page(s), and make available and coordinate posting on other local social media. Consultant shall translate Project Newsletter #1 into Spanish. City will distribute Project Newsletter #1 with City's utility bills and post to City social media accounts.
2. Poster #1 and Flyer #1 in simple English that is understandable to a lay person. Consultant shall provide electronic copy (PDF and editable) of Poster #1 and Flyer #1 to City, City shall place Poster #1 and Flyer #1 at high-traffic areas, including in-person open houses, to promote the Project Web page(s). Consultant shall post Poster #1 and Flyer #1 to the Project Web page(s). Consultant shall provide translation of poster and flyer content into one other language as required by the City.
3. News Release in simple English that is understandable to a layperson. Consultant shall prepare and City shall procure print and audio news release (as available) to provide notice for the Open House and Workshop #1. City shall review and comment on the News Release. City shall place news release in local newspapers of record. City shall also provide news release to community papers, city newsletters, community calendars, or similar publications in the Project Area. City shall post news release on its social media accounts and provide to audio news outlets (as available). Consultant shall translate the news release into Spanish.
4. Stakeholder Emails. Consultant shall prepare and send up to three separate Stakeholder Emails to recipients in the stakeholder database to include the following subject areas:
    - PAC Meeting #1;
    - Project Newsletter #1;
    - Announce the in-person Open House and Workshop #1; and
    - Online Open House #1 as well as pertinent information regarding next steps.

Consultant shall submit draft Task 3 Publicity materials to PMT revisions in accordance with Deliverable Table.

3.6 Open House, Workshop, and Online Open House #1

City shall arrange and Consultant shall conduct Open House and Workshop #1 to offer input on the goals and policies in Revised Tech Memo #2, as well as comments on existing conditions in Draft Tech Memo #3. Consultant shall prepare an event handout, up to 5 display boards, sign in sheets, and comment forms and provide to City 2 weeks in advance of meeting for review and revision. Consultant shall prepare an open house and workshop comment summary 10

business days after the close of Online Open House #1. City shall provide location arrangements and logistics and promote the event on its social media accounts.

Concurrent with Open House #1, Consultant shall upload Open House and Workshop #1 materials to the Project Webpage(s) and encourage the use of the interactive map to provide comments. The Online Open House must consist of materials prepared for the Open House and must not include a separate facilitated event. Consultant shall prepare a summary of in-person and online comments received to be included in Final Tech Memos #2 and #3.

3.7 Final Tech Memos #2 and #3

Consultant shall review comments received from the City and APM, consolidated ODOT staff comments (including Region 2 Traffic and TPAU), TAC, PAC1, Open House, Workshop #1, and Online Open House #1 within 1 week after Open House, Workshop and Online Open House #1. Consultant shall finalize Revised Tech Memo #2 and Draft Tech Memo #3 accordingly. Consultant shall post Final Tech Memos #2 and #3 to Project webpage(s) and provide to City and APM in accordance with the Deliverable Table.

City Deliverables

3a Draft Tech Memo #3, review and comment (Subtask 3.1)
3b NSHA Conditions Booklet, review and comment (Subtask 3.2)
3c Tech Memo #4: NSHA Economic Analysis (Subtask 3.3)
3d Combined PAC & TAC Meeting #1 (Subtask 3.4)
3e Task 3 Publicity (Subtask 3.5)
3f Open House, Workshop, and Online Open House #1 (Subtask 3.6)

Consultant Deliverables

3A Draft and Revised Tech Memo #3: Existing Conditions Inventory and Analysis (Subtask 3.1)
3B Draft and Revised NSHA Conditions Booklet (Subtask 3.2)
3C Draft and Revised Draft Tech Memo #4: NSHA Economic Analysis (Subtask 3.3)
3D Combined PAC & TAC Meeting #1 (Subtask 3.4)
3E Task 3 Publicity (Subtask 3.5)
3F Open House, Workshop, and Online Open House #1 (Subtask 3.6)
3G Final Tech Memos #2 and #3 (Subtask 3.7)

Task 4: Future Conditions and Alternatives Development and Analysis

4.1 Draft Tech Memo #5: Future Systems Conditions

Consultant shall prepare initial and revised Draft Tech Memo #5, an assessment of land use and transportation future conditions in the Sweet Home UGB under a “no-build” scenario. Consultant shall rely only on completed transportation improvements and planned

transportation improvements that have an identified and committed funding source, in preparing the "no-build" scenario (for example, are in the STIP). Consultant shall use the most recent final population forecast prepared by Portland State University under ORS 195.033.

Draft Tech Memo #5 must include the elements listed below:

1. Population and Employment Forecasts
Consultant shall summarize the future population and employment forecasts.

2. Future No-Build Scenario
Consultant shall prepare traffic analysis, and high-level qualitative multimodal assessment of transit and multimodal conditions under a no-build scenario for motorized and non-motorized transportation. Analysis used to develop future no-build scenarios must be consistent with methodology outlined in Task 2 Analysis Methodology and Assumptions Memorandum. The traffic forecasts must be developed using the enhanced zonal cumulative analysis ("EZCA") process to develop a travel forecast tool that covers the street system within the Sweet Home UGB. The EZCA process provides the ability to assess the benefits of transportation system management and operations (TSMO) projects including intersection traffic control and lane geometry. The forecast tool also provides a basis for analyzing street connectivity and other potential alternatives.

3. Future Deficiencies
Consultant shall identify projected future transportation system deficiencies for all transportation modes. Deficiencies must be identified as such within a TDM framework, meaning that with TDM measures in place, a potential deficiency (e.g., automobile capacity) may not materialize and others (e.g., transit capacity or bike and pedestrian facilities) may appear. Deficiencies must include both the failure to meet measurable standards identified in Task 2 Analysis Methodology and Assumptions Memorandum, and the failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo #2.

Consultant shall clearly describe each deficiency. Consultant shall also include future needs determination based on standards and targets identified in the Oregon Transportation Plan and associated statewide modal and topic plans.

Consultant shall submit initial Draft Tech Memo #5 to City and APM. in accordance with Deliverable Table. Agency will coordinate review from Region 2 Traffic, and TPAU.

4.2 Draft Tech Memo #6: Alternatives Analysis and Funding Program

Consultant shall prepare initial and revised Draft Tech Memo #6 identifying transportation alternatives that address the identified deficiencies and needs within the Sweet Home UGB

(including NSHA). Alternatives must address the standards, goals, and objectives identified in Tech Memo #2. Consultant shall coordinate with APM to solicit comments from TPAU and ODOT's Region 2 Traffic regarding the potential of the solution packages and recommended improvements on ODOT's facilities.

Consultant shall provide an evaluation matrix for the alternative solution packages, utilizing the evaluation criteria identified in Tech Memo #2.

Consultant shall estimate conceptual construction and operational costs for alternative solution packages. Cost estimates must be planning-level cost estimates, based on year 2022 dollars, and referenced to appropriate escalation factors.

Draft Tech Memo #6 must include, but is not limited to, the elements listed below:

1. **Identification of Motorized-Vehicle Related Alternatives**
   Consultant shall prepare proposed solutions to identified deficiencies for motorized traffic. Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

2. **Access Management and Spacing**
   Consultant shall recommend future access management strategies and identify opportunities to improve access management on City streets, as well as recommend strategies to adjust current access points based on the OAR Chapter 734 Division 051, and City access goals and ordinances. Specific driveway closures will not be recommended in the Updated TSP.

3. **Bicycle and Pedestrian Network and Connectivity**
   Consultant shall recommend connectivity, safety, access, and comfort improvements to City's existing bicycle and pedestrian networks, particularly routes that connect to schools, parks, and commercial centers. Consultant shall recommend future bicycle and pedestrian network extensions within the Project area or connecting to existing facilities in adjacent areas.

   Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system. Consultant shall provide recommendations to improve connectivity to the existing multi-use trails system and identify potential future connectivity to multi-use trail system locations within and adjacent to the Project area.

4. Transit

Consultant shall recommend connectivity, frequency, and accessibility improvements to Linn Shuttle existing transit routes and facilities and recommend future transit routing extensions into and beyond the Project area.

5. Multimodal Connectivity

Consultant shall recommend multimodal connectivity improvements between City's existing or planned bicycle and pedestrian networks, as well as any existing or planned transit facilities. Consultant shall recommend future bicycle, pedestrian, and transit network improvements into and beyond the Project area in a way that supports multimodal connectivity.

6. Freight

Consultant shall identify the major freight issues in the Project area including accessibility, mobility, safety and freight passage through, into, and from City with an emphasis on intermodal connections. Consultant shall recommend freight route improvements (including rail) to the existing transportation system and future freight route improvements to accommodate future land use and transportation system changes. This task includes identifying problem areas such as access issues, roadway constraints, turning radii at intersections, vertical clearance constraints and truck loading zone issues.

7. Safe Routes To Schools

Consultant shall identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking or biking to school. Consultant shall document these identified alternatives, enhancements, and treatments in a format that can be integrated into the Updated TSP and that can also be crafted to address the needs of future "Safe Routes to Schools" programs. Consultant shall identify school siting and site design factors, as well as student transportation policies, which enhance accessibility for pedestrians, bicyclists, and transit users.

8. Safety

Consultant shall identify study intersections or segments where countermeasures could be applied to reduce crash frequency to mitigate increases in crashes associated with increased traffic volume or future roadway projects. Consultant shall identify non-vehicle safety improvements, such as lighting.

9. Local Street Connectivity and Extension Plan

Consultant shall prepare a list of local street alignment and connectivity improvements in several areas of the Project area where the local street alignment influences future development of these areas, consistent with City's local street grid pattern. These areas are

primarily on the edges of the UGB. Consultant shall depict future local street connections in these areas on a map and in text.

10. Emerging Transportation Technologies

Consultant shall assess the range of emerging transportation technologies (ridesharing, autonomous vehicles, docking and dockless bike- and scooter-share programs, and the like) that are likely to be implemented in Project Area during the planning horizon. Such technologies must be identified as discrete projects, policies, and programs.

11. Funding Options

Consultant shall prepare a comprehensive list of funding options for consideration by City. Funding Options section must include a summary of historic, existing, and future City transportation funding sources. Funding Options must include, but are not limited to, all funding sources available to City in a matrix form, and a brief narrative explaining each Funding Option and applicability to both the City, overall, as well as the NSHA.

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3; consistent with Step 15 of Transportation System Planning Guidelines 2018; and ODOT directive, PB-03, Financial Feasibility in System Planning. Consultant shall obtain projected transportation funding and revenue from City.

12. Transportation Demand Management

Consultant shall prepare a list of transportation demand management strategies. Strategies must offer sustainable solutions to help create a multi-modal transportation environment.

Consultant shall submit initial Draft Tech Memo #6 to PMT for review and comment 3 weeks prior to TAC and PAC Meeting #2. Consultant shall prepare and submit a revised Draft Tech Memo #6 to the TAC and PAC 1 week prior to TAC and PAC Meetings #2.

4.3 Tech Memo #7: NSHA Economic Redevelopment Case Study

Consultant shall incorporate findings from Task 3 Tech Memo #4 to prepare a redevelopment case study for a key property (or grouping of adjacent properties of similar ownership and interest) in NSHA. The purpose of the case study is to show stakeholders and the public how incremental revitalization could occur in NSHA, and to serve as the basis for a potential developer proposal. Consultant must:

1. Evaluate site conditions and surrounding area for opportunities and constraints identified in TM #4.
2. Develop up to 3 building programs based on market analysis.
3. With support of urban designer, develop conceptual site studies, as site plan diagrams at a legible scale with conceptual building footprints, reflecting the program, focusing on identifying physical feasibility issues. Include photos and descriptions of precedent projects elsewhere in Oregon and the US.

4. Using market analysis data, prepare preliminary development pro forma to test the feasibility of the proposed design concepts.
5. Depending on pro forma analysis results, make adjustments to building program to reduce or eliminate any financial gaps.
6. Prepare final conceptual graphics and incorporate into summary memorandum.

Consultant shall provide Draft Tech Memo #7 to City and APM for review and comment. Consultant shall provide revised Tech Memo #7 to City and APM prior to Task 4.6 and Task 4.8.

4.4 Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives

Consultant shall prepare initial and revised Draft Tech Memo #8, detailing and screening land use options (which may require those that require updates to design standards), that result in supportive multi-modal street network and street configuration. Land use options and resulting street network must show alternatives for land use, zoning, urban design, configuration of sidewalk and streetscape elements, auto lanes and bicycle facilities, transit facilities, on-street parking, and other street design elements within the NSHA.

Land Use Options

Consultant shall develop up to 4 land use options that meet the Project Objectives and address identified issues. Land use options must be informed by prior project tasks and deliverables including, but not limited to: Tech Memo #4: Economic Analysis; input from TAC and PAC meetings; Task 3 engagement activities; and Task 2 Focus Group Interviews. Land use options must be in the form of variations in the mix or location of different land uses, zoning designations, and urban design elements. They must also incorporate implementing development and design standards, and allowed densities, and other factors. Consultant shall meet virtually with PMT (up to 2 hours) to review alternative concepts prior to additional evaluation and screening.

Land use options must include, but not be limited to:

1. maps that illustrate where the potential new or revised zoning would be located in the NSHA
2. sufficient detail to describe and depict intended outcomes
3. represent potential opportunities for near term and longer range improvements that will enhance the identity, livability, and function of the NSHA.

Screening of Land Use Options

Consultant shall conduct a screening of land use options that describes their performance using the high level evaluation criteria established in Tech Memo #2. Specifically, screening of land use options must include, but not be limited to:

1. demonstrate performance against evaluation criteria;
2. identify key parcels and locations that would spur additional redevelopment;

3. describe the application of proposed zoning designations, land use and urban design recommendations; and
4. identify existing minimum off-street parking requirements and consider strategies for meeting future parking needs, including potential changes to existing parking requirements; and
5. outline general implementation strategy, such as potential phasing approach that identifies conceptual packages of near term and longer term improvements.

Street Network

Consultant shall develop 2 alternative street network configurations within the NSHA. Street network configurations must support the land use options for NSHA. Street network configurations must be conceptual in nature but must include simple cross section diagrams and plan diagrams showing the location of alternative configurations relative to its existing alignment, nearby structures, intersections and driveways, and adjacent off-street parking areas. Plan views must be stand alone for each alternative configurations. Plan view graphics must consist of lines depicting centerline, sidewalk and lane lines overlain on an aerial photograph. Alternative network configurations must identify constraints, opportunities, and design considerations not easily represented with graphics.

Street Network Analysis

Consultant shall coordinate with the TPAU and Region 2 Traffic Engineer to apply analysis consistent with methodology outlined in Task 2 Analysis Methodology and Assumptions Memorandum as needed to develop and assess 2 street network alternatives based on land use options. Evaluation must include the resulting change to traffic operation, multimodal assessment, and safety analysis. Each alternative must be screened for its impact on the travel characteristics to and throughout the NSHA.

Evaluation must include a high-level assessment of cost estimates, right-of-way issues, vehicle congestion, queuing, and non-auto-congestion review standards. Evaluation must also develop mitigation measures to address issues identified at specific locations.

Alternatives for street configuration must implement City and ODOT standards for street to the extent feasible. Consultant shall note elements of street configuration that vary from City and ODOT standards and why those deviations are proposed. The street network must include vehicle, bicycle, and pedestrian facilities.

Consultant shall prepare summary graphic narratives of street network configurations and zoning options for Tech Memo #7, including the screening of each alternative using evaluation criteria established in Tech Memo #2.

Consultant shall provide initial Draft Tech Memo #8 to City and APM for review and comment. Consultant shall provide revised Draft Tech Memo #8 to City and APM prior to Tasks 4.6 & 4.8.

4.5 Draft Community Booklet

Consultant shall prepare a concise Draft Community Booklet to illustrate the land use options and alternative street network configurations and evaluation from Tech Memo #8. Community Booklet is intended for the public to serve as an approachable executive summary and must use graphical representations and simple, concise plain English text to highlight key issues and approaches.

Consultant shall provide Draft Community Booklet to City and APM for review and comment. Consultant shall provide revised Draft Community Booklet City and APM prior to-Tasks 4.6 & 4.8 based on review and comments from City and APM.

4.6 Combined PAC & TAC Meeting #2

City shall arrange and Consultant shall conduct virtual TAC Meeting #2. The purpose of TAC Meeting #2 is to review and discuss the future baseline transportation conditions in Draft Tech Memo #5 and the alternative solution packages and their performance evaluation in Draft Tech Memo #6. Consultant shall prepare meeting schedule, agendas, and supporting materials for TAC Meeting #2, and meeting minutes in accordance with Deliverable Table.

4.7 Task 4 Publicity

Consultant shall prepare Task 4 Publicity to provide information regarding the Project in a variety of methods to encourage public participation. Publicity must include, but is not limited to:

1. Project Newsletter #2 in simple English that is understandable to a layperson. Project Newsletter #2 must include but is not limited to, a Project introduction and include logistical information on the Open House and Workshop and Online Open House, schedule, and other relevant Project information. Consultant shall provide electronic (PDF) copy, post Project Newsletter #2 to the Project webpage(s) and translate Project Newsletter #2 into Spanish. City will share on its social media accounts.
2. Poster #2 and Flyer #2 in English that is understandable to a layperson. Consultant shall provide electronic (PDF) copy of Poster #2 and Flyer #2 to City. City shall place Poster #2 and Flyer #2 at high-traffic areas, including in-person open houses, to promote the Project webpage(s). Consultant shall post Poster #2 and Flyer #2 to the Project Webpage(s). Consultant shall provide translation services for poster and flyer content.
3. News Release in simple English that is understandable to a layperson. Consultant shall prepare and City shall procure print and audio advertising (as available) for the news release to provide notice for the Open House and Workshop #2. City shall review and comment on the News Release. City shall place news release in newspapers of record. City shall also provide news release to community papers, city newsletters, community

calendars, or similar publications in the Project Area. City shall post news release on its social media accounts and provide to audio news outlets (as available). Consultant shall translate the news release into Spanish.

4. Stakeholder Emails. Consultant shall prepare and send 3 separate stakeholder emails to recipients in the stakeholder database to include the following subject areas:
    - PAC Meeting #2,
    - Project Newsletter #2,
    - Announce the in-person Open House and Workshop #2; and
    - Online Open House #2 as well as pertinent information regarding next steps.

Consultant shall submit draft Task 4 Publicity materials to PMT and make revisions in accordance with the Deliverable Table.

4.8 Open House and Workshop #2

Consultant shall, in coordination with City, plan and facilitate discussions at Open House and Workshop #2. Consultant shall prepare written handouts, up to 5 display boards, and other visual media to facilitate public opportunity to offer input on alternative solution packages to address deficiencies. Consultant shall prepare an open house and workshop handout, sign in sheets, comment forms 2 weeks prior to meeting, and provide an open house and workshop comment summary within 10 business days. City shall provide location arrangements and logistics and promote the event on its social media accounts.

4.9 Final Tech Memos #5, #6, and #8

Consultant shall finalize Draft Tech Memos #5, #6, and #8 incorporating comments received from City and APM, Combined PAC & TAC Meeting #2, and Open House and Workshop #2 and Webpage(s). Consultant shall post Final Tech Memos #5, #6, and #8 to Project webpage(s) and provide Final Tech Memos #5, #6, and #8 to PMT in accordance with Deliverable Table.

City Deliverables

4a Draft Tech Memo #5, review and comment (Subtask 4.1)
4b Draft Tech Memo #6, review and comment (Subtask 4.2)
4c Tech Memo #7, review and comment (Subtask 4.3)
4d Draft Tech Memo #8, review and comment (Subtask 4.4)
4e Draft Community Booklet, review and comment (Subtask 4.5)
4f Combined PAC & TAC Meeting #2 (Subtask 4.6)
4g Task 4 Publicity, review and comment (Subtask 4.7)
4h Open House and Workshop #2 (Subtask 4.8)

Consultant Deliverables

4A Draft and Revised Draft Tech Memo #5: Future Systems Conditions (Subtask 4.1)

4B Draft and Revised Draft Tech Memo #6: Alternatives Analysis and Funding Program (Subtask 4.2)
4C Draft and Revised Draft Tech Memo #7: NSHA Economic Redevelopment Case Study (Subtask 4.3)
4D Draft and Revised Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives (Subtask 4.4)
4E Draft and Revised Draft Community Booklet (Subtask 4.5)
4F Combined PAC & TAC Meeting #2 (Subtask 4.6)
4G Task 4 Publicity (Subtask 4.7)
4H Open House and Workshop #2 (Subtask 4.8)
4I Final Tech Memos #5, #6, and #8 (Subtask 4.9)

Task 5: Identification of Preferred and Cost-Constrained Alternatives

5.1 Draft Tech Memo #9: Preferred Alternatives

Consultant shall prepare initial and revised Draft Tech Memo #9, identifying preferred and cost-constrained alternatives based on earlier Tech Memos, the 2005 TSP, and input received from the City and APM, TAC, PAC and public. Draft Tech Memo #9 must include, but is not limited to, the elements listed below:

1. Selection of Preferred Alternatives

Consultant shall identify a preferred alternative for each deficiency or need and, if different, a cost-constrained alternative taking into account the revenue forecast for each deficiency or need, consistent with Step 15 of Transportation System Planning Guidelines 2018. Identification of alternatives must include, in addition to those elements required by the Transportation Planning Rules, the following elements:

1. A prioritized list of projects for walking, bicycling, transit, and motorized vehicles including freight.
2. Projects necessary to reduce transportation barriers to key development and redevelopment areas, with special emphasis on removing barriers for walking, bicycling, and transit modes.
3. Strategies for improving destination accessibility, meaning an increase in the number of destinations that can be reached for a given amount of time and money.
4. Corridor multimodal improvement needs.
5. Access management strategies for City, County, and State arterials and collectors.
6. Identification of improvements that could be incorporated into a future “Safe Routes to Schools” plan, including school siting, site planning, and student transportation policies.
7. Planning-level cost estimates referenced to an appropriate escalation factor for updates.

8. A list of features needing approval (e.g., marked crosswalks on State Highways)

Preferred improvements to ODOT's facilities must be coordinated with ODOT's Region 2 Traffic.

2. Future Transportation Funding Plan

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3 and consistent with Step 15 of Transportation System Planning Guidelines 2018 and ODOT Directive PB-03, Financial Feasibility in System Planning.

Consultant shall submit initial Draft Tech Memo #9 to City and APM and prepare and submit a revised Draft Tech Memo #9 to the City for distribution to Combined PAC & TAC Meeting #3 in accordance with Deliverable Table.

5.2 Draft Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration

Consultant shall recommend and City and APM shall select a preferred land use option, based on the results of Task 4 input. Consultant shall develop 1 supportive street network configuration for NSHA. The preferred land use option and the street network configuration may be hybrids or combinations of the land use options and street configuration alternatives developed and considered in Task 4. The preferred land use option and supporting street configuration must represent the highest priority opportunity for future changes that would help achieve the Project objectives for the NSHA.

The preferred land use option must be depicted in overhead views (plan view), street perspective renderings and one aerial perspective. These depictions are intended to be illustrative and may include rough sketches. The plan view must show building locations and proposed land uses on each parcel. The description of the preferred land use option must include a high-level summary of proposed changes to zoning designations and development code standards needed to implement the preferred option. Perspective images must use prior examples/images rather than new renderings and include examples for standard residential, mixed use, industrial areas, and transition areas.

The street configuration alternative supporting the preferred land use option must show changes in configuration of streetscape, landscaping, pedestrian improvements, travel lanes, transit facilities, bicycle facilities, and other street elements within the NSHA. The street network configuration alternative must be shown in cross section diagrams and overhead views (plan views).

City and APM shall advise as to the preferred combination of cross sections for 1 combined facility design alternative. Work under this task must be a refinement of work developed in Task 4 and must include elements as specified in Tech Memo #9.

Consultant shall submit initial Draft Tech Memo #10 to City and APM and revised Draft Tech Memo #10 to the City for distribution to TAC and PAC in accordance with Deliverable Table

5.3 Combined PAC & TAC Meeting #3

City shall arrange and Consultant shall conduct TAC Meeting #3. The purpose of TAC Meeting #3 is to discuss proposed preferred alternatives, and funding plan in Draft Tech Memo #9 and Draft Tech Memo #10. Consultant shall prepare the meeting schedule, written agendas, and supporting materials for TAC and PAC Meeting #3 shall provide meeting minutes in accordance with the Deliverable Table.

5.4 Final Community Booklet

Consultant shall finalize the Draft Community Booklet to include the NSHA preferred alternative. Consultant shall provide Final Community Booklet to City and APM.

5.5 Joint Planning Commission and City Council Work Session #1

City shall arrange and Consultant shall conduct in-person Joint Planning Commission and City Council Work Session #1. The purpose of Planning Commission and City Council Work Session #1 is to discuss proposed preferred alternatives and funding plan in Draft Tech Memo #9. Consultant shall prepare the meeting schedule, written agendas, and supporting materials and provide meeting summary afterwards. City shall prepare legally required minutes.

5.6 Final Tech Memos #9 and #10

Consultant shall finalize Draft Tech Memos #9 and #10 incorporating comments following Joint Planning Commission and City Council Work Session #1 and shall post Final Tech Memo #9 and #10 to Project webpage(s) and provide to City and APM in accordance with the Deliverable Table.

City Deliverables

5a Draft Tech Memo #9, review and comment (Subtask 5.1)
5b Draft Tech Memo #10, review of comment (Subtask 5.2)
5c Combined PAC & TAC Meeting #3 (Subtask 5.3)
5d Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)

Consultant Deliverables

5A Draft and Revised Draft Tech Memo #9: Preferred Alternatives (Subtask 5.1)
5B Draft and Revised Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration (Subtask 5.2)

5C Combined PAC & TAC Meeting #3 (Subtask 5.3)
5D Final Community Booklet (Subtask 5.4)
5E Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)
5F Final Tech Memos #9 and #10 (Subtask 5.6)

Task 6: Draft Updated TSP, Draft NSHA Refinement Plan, Draft Implementing Ordinances and Findings

6.1 Draft Updated TSP

Consultant shall prepare an initial and revised Draft Updated TSP updating 2005 TSP and incorporating Final Tech Memos #1 – #10 and additional comments received. Draft Updated TSP must include the following:

A. Maps showing each updated future network and a comprehensive map showing all networks;
B. Prioritized list of multimodal projects with planning-level cost estimates, including escalation factor estimates;
C. Project summary prospectus sheets, including Project costs, location map, and cross-section for up to 20 projects;
D. Detailed funding strategy for near term fiscally constrained projects located in the North Sweet Home Refinement Plan area and a generalized funding strategy for fiscally constrained projects throughout the remainder of the Project area and planning horizon; and
E. Access spacing standards.

Draft Updated TSP must summarize the following in either the report body or appendix:

i. Transportation System Summary
- Inventory of entire transportation system for all modes of travel.

ii. Transportation Goals, Plans, and Policy Framework
- Survey of state, regional, and local plans, policies, rules and regulations; identify relationships, conflicts, and discrepancies within and between these documents
- Goals and objectives supporting the community's vision.
- A discrete, actionable set of policies that capture the opportunities and strategies supporting an Updated TSP and further TGM objectives and the intent of Goal 12 "to provide and encourage a safe, convenient, and economical transportation system [that considers] all modes of transportation."

iii. Existing Land Use and Transportation Conditions
- Analysis of existing land use and traffic conditions for all modes of travel: volumes, Level-of-Service, turning movements, queuing, mobility, and safety for all through

streets and intersections. Areas of significant queuing (including at commercial driveways) or traffic safety concerns.

iv. Future Land Use and Transportation Demand

- Future land uses and their impact on traffic generation and destination accessibility in the community, as well as future through traffic, mode share, and potential change in mode share based on future land use scenarios. Trip distribution, including estimates of trip ends per land use type, total annual trip ends.
- Analysis of future traffic and destination accessibility conditions for all modes of travel.

v. Safety Plan

- A Vision-Zero-based Safety Plan that aligns with current goals in the Oregon Transportation Safety Action Plan and identifies cost-effective opportunities to obtain programed safety funds (e.g., Highway Safety Improvement Program funding, Safe Routes to Schools) to eliminate fatal and serious injury crashes through the ODOT All Roads Transportation Safety Program. This must include systemic applications which may be viable with a demonstrated benefit cost ratio (e.g., bike and pedestrian).

vi. Pedestrian Plan

- A Pedestrian Plan aligned with multimodal policy goals.
- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, slowing motorized traffic, and gaps in the pedestrian network. Special emphasis must be placed on connectivity among primary pedestrian facilities and multimodal linkages.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.

vii. Bicycle Plan

- A Bicycle Plan aligned with multimodal policy goals.
- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, slowing motorized traffic, substandard facilities, and gaps in the bicycle network.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.

viii. Transit Plan

- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, gaps in the system and intermodal linkages with the pedestrian and bicycle networks.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.
- Analysis and recommended improvements must reflect current intermodal policy goals.

ix. Motor Vehicle Plan (including Transportation System Management and Truck Freight Plan)

- Proposed changes and improvements to best accommodate vehicle traffic within the existing constraints and long-term vision of City.
- Focus on impacts to businesses.
- Potential to add pedestrian improvements.
- Comprehensive and prioritized list of improvements, including itemized planning-level cost estimates.

x. Other Modes Plan (Rail and Pipeline)

- Survey of other transportation modes.
- Incorporate a plan for safety improvements to Railroad Crossings and the developments that would trigger them.

xi. Equity Plan

- Policies supporting community's vision regarding equity, including Transportation Options and recommendations to reduce transportation cost as a percentage of household income.

xii. Funding and Implementation

- Examination of historic funding sources and potential future funding sources.

Consultant shall submit initial Draft Updated TSP to City and APM and revised Draft Updated TSP in accordance with the Deliverable Table.

6.2 Draft Implementing Ordinances

Consultant shall prepare initial and revised Draft Implementing Ordinances, specifically amendments to City's Development Ordinance, necessary for implementing the Draft Updated TSP and its policies and recommendations and TGM guidance documents. Amendments must include:

- Street-width standards with the goal of sizing streets for safety and economy.
- Right-size parking standards, looking for opportunities to decrease them.
- Traffic Impact Analysis requirements, which may reference ODOT standards or requirements of other similar cities in Oregon.
- State transportation planning requirements, including findings for the Transportation Planning Rules, to support adoption of Draft Updated TSP by City.

Consultant shall submit revised Draft Implementing Ordinances in accordance with the Deliverable Table.

6.3 Draft Findings

City shall prepare Draft Findings addressing local ordinance requirements to support adoption of the Draft Updated TSP by City and provide to PMT in accordance with the Deliverable Table.

6.4 Draft NSHA Refinement Plan

Consultant shall prepare Draft and Revised Draft NSHA Refinement Plan, containing the following items:

- Final land use recommendations including any proposed changes to zoning designations and urban design and development standards ; and
- Final transportation recommendations, including:
  - Zoning regulations
  - Short term projects for immediate implementation;
  - Long term incremental improvement projects that can be constructed as financing becomes available or in conjunction with private investment actions;
  - Phasing;
  - Implementation strategies;
  - Cost estimates; and
  - Summary of Evaluation process.

NSHA Refinement Plan must use easily understandable graphical representations and include the information from the Task 4 analysis, input from CAC and TAC, public input, and City direction.

The revised zoning regulations must be in code language. The transportation recommendations must be in a format that can be adopted into the updated TSP and must include specific transportation projects that are incorporated into the updated TSP.

Consultant shall include 2 to 3 graphics of land use, key design treatments and street-related public amenities as prepared for prior tasks.

Consultant shall develop planning-level cost estimates and financing strategies for near-term projects. Consultant shall develop planning level cost estimates and finance strategy for mid to long-term transportation improvements.

Consultant shall provide initial Draft NSHA Refinement Plan to City and APM and shall provide revised Draft NSHA Refinement Plan to City and APM prior to Task 6.7.

6.5 Advertising and Media

Consultant shall prepare initial news release announcing updates on the Project, Joint TAC and PAC Meeting #4 and Draft Updated TSP for City comment, 5 weeks prior to Joint TAC and PAC Meeting #4. Based on City comment, Consultant shall revise and distribute 3 weeks prior to Joint TAC and PAC Meeting #4. Consultant shall produce and purchase print advertising for the news release to provide notice for the adoption hearings 3 weeks prior to Joint TAC and PAC Meeting #4. City shall place news release in local newspapers of record, provide news release

to community papers, provide to audio news outlets (as available), city newsletters, community calendars or similar publications in smaller markets in the Project area 3 weeks prior to Joint TAC and PAC Meeting #4. City shall post advertisements on their social media accounts.

6.6 Stakeholder Emails

Consultant shall prepare and send up to 3 stakeholder emails to the stakeholder database to provide updates on the Project, Joint TAC and PAC Meeting #4 and Draft Updated TSP.

6.7 Joint TAC and PAC Meeting #4

City shall arrange and Consultant shall conduct Joint TAC and PAC Meeting #4. The purpose of Joint TAC and PAC Meeting #4 is to review and discuss the Draft Updated TSP and Draft Implementing Ordinances. Consultant shall prepare a meeting schedule, a written agenda, and supporting materials and provide meeting minutes in accordance with the Deliverable Table.

6.8 Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings

Consultant shall revise the Draft Updated TSP, Draft NSHA Refinement Plan Draft Implementing Ordinances, and Draft Findings, incorporating comments received from the PMT, TAC and PAC within 2 weeks following Joint TAC and PAC Meeting #4. Consultant shall submit 5 bound "hard" copies of the adoption draft documents to City, and 1 bound "hard" copy to ODOT. Consultant shall submit electronic copies to City and ODOT.

6.9 Department of Land Conservation and Development Notice

City shall submit 1 copy of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan (if required), and Draft Implementing Ordinances to the Department of Land Conservation and Development ("DLCD") at least 35 days prior to the first evidentiary hearing as directed by Oregon Revised Statutes 197.610 and OAR 660-018-0020. Consultant shall provide review comments to City in coordination for their submittal of DLCD notice.

City Deliverables

6a Draft Updated TSP, review and comment (Subtask 6.1)
6b Draft Implementing Ordinances, review and comment (Subtask 6.2)
6c Draft Findings (Subtask 6.3)
6d Draft NSHA Refinement Plan, review and comment (Subtask 6.4)
6e Advertising and Media (Subtask 6.5)
6f Joint TAC and PAC Meeting #4 (Subtask 6.7)
6g Department of Land Conservation and Development Notice (Subtask 6.9)

Consultant Deliverables

6A Draft and Revised Draft Updated TSP (Subtask 6.1)

6B Draft and Revised Draft Implementing Ordinances (Subtask 6.2)
6C Draft and Revised Draft NSHA Refinement Plan (Subtask 6.4)
6D Initial and Revised Advertising and Media (Subtask 6.5)
6E Stakeholder Emails (Subtask 6.6)
6F Joint TAC and PAC Meeting #4 (Subtask 6.7)
6G Adoption Draft Updated TSP, NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings (Subtask 6.8)
6H Department of Land Conservation and Development Notice, review comments (Subtask 6.9)

Task 7: Adoption

7.1 Joint Planning Commission and City Council Work Session #2
City shall arrange and conduct the Planning Commission and City Council Work Session #2 for presentation of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend the Joint Planning Commission and City Council Work Session to present documents and answer questions.

7.2 Planning Commission Hearing
City shall arrange and conduct the Planning Commission Hearing for consideration of the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend hearing to present documents and answer questions.

7.3 City Council Hearing
City shall arrange and conduct City Council Hearing for consideration of Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan, Adoption Draft Implementing Ordinances, and Final Findings for approval and adoption. Consultant shall attend hearing to present documents and answer questions.

7.4 Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances
Consultant shall finalize the Adoption Draft Updated TSP, Adoption Draft NSHA Refinement Plan**,** and Final Implementing Ordinances to reflect City Council actions within 2 weeks following City Council Hearing. Consultant shall submit 3 bound “hard” copies and one electronic copy of the Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances to City. City shall submit electronic copies of the adopted Final Updated TSP, Final NSHA Refinement Plan (if required), and Final Implementing Ordinances to the Department of Land Conservation and Development. Consultant shall submit 2 bound “hard” copies and 1 electronic copy of the Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances to APM.

7.5 Title VI Report and Public and Stakeholder Involvement and Communications Summary Report

City shall prepare initial and revised Public and Stakeholder Involvement and Communications Summary Report to summarize the activities, their effectiveness, and lessons learned of the following:

- Committee meetings
- Public meetings and open houses
- Community and small group briefings
- stakeholder database
- Comment Log summary and key public issues
- Project webpage(s) analytics

City shall summarize Title VI activities and document Project processes and outreach for all low income, race, gender, and age groups.

City shall submit initial Public and Stakeholder Involvement and Communications Summary Report to APM and Consultant for review and comment within 2 weeks following City Council Hearing and make revisions to address comments within 5 days following comments.

Consultant shall review and provide comments in accordance with the Deliverable Table.

7.6 Project Information Sheet

Consultant shall prepare and submit to ODOT a 2-page summary of Project analysis, activities, and policy decisions.

City Deliverables

7a Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)
7b Planning Commission Hearing (Subtask 7.2)
7c City Council Hearing (Subtask 7.3)
7d Final Updated TSP, Final NSHA Refinement Plan and Final Implementing Ordinances to DLCD (Subtask 7.4)
7e Public and Stakeholder Involvement and Communications Summary Report (Subtask 7.5)

Consultant Deliverables

7A Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)
7B Planning Commission Hearing (Subtask 7.2)
7C City Council Hearing (Subtask 7.3)
7D Final TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances (Subtask 7.4)

7E Public and Stakeholder Involvement and Communications Summary Report, review and comment (Subtask 7.5)

7F Project Information Sheet (Subtask 7.6)

Deliverable Table

Task	Description	Deliverables Due
1	**Project Management**	
1A	Kick-off Meeting (Subtask 1.2)	Within 2 weeks after Notice to Proceed
1B	Public Involvement Kick-off Meeting (Subtask 1.3)	Within 2 weeks after Notice to Proceed
1C	PMT Teleconferences (Subtask 1.4)	Per refined project schedule
1D	Public Involvement and Communications Plan (Subtask 1.5)	2 weeks after Task 1A
1E	Stakeholder Database and Comment Log, review and coordination (Subtask 1.6)	Ongoing until Project completion
1F	Project Webpage(s) (Subtask 1.7)	Creation no later than 4 weeks after Task 1A; updates ongoing
1G	Project Overview Video (Subtask 1.8)	Within 8 weeks after Task 1D
1H	Project Fact Sheet (Subtask 1.9)	6 weeks after Task 1A
1I	Refined Project Schedule (Subtask 1.10)	Within 14 business days after Task 1A and Task 1B
2	**Plans and Policy Review**	
2A	Background Documents (Subtask 2.1)	Within 2 weeks after NTP
2B	Draft Tech Memo #1: Plans and Policy Framework (Subtask 2.2)	Within 3 weeks after Task 1A
2C	Analysis Methodology and Assumptions Memorandum (Subtask 2.3)	
	Initial	Within 1 weeks after Task 1A
	Revised	Within 3 week after Task 1A
2D	Draft Tech Memo #2: Goals, Objectives, and Evaluation Criteria (Subtask 2.4)	Within 3 weeks after Task 1A
2E	Final Tech Memo #1 (Subtask 2.5)	Within 4 weeks after Task 2A
2F	Revised Tech Memo #2 (Subtask 2.6)	Within 4 weeks after Task 2C
3	**Transportation System Inventory and Existing Conditions**	
3A	Draft Tech Memo #3 (Subtask 3.1)	
	Draft Tech Memo #3	3 weeks prior to Task 3D
	Revised Draft Tech Memo #3	1 week prior to Task 3D

Task	Description	Deliverables Due
3B	NSHA Conditions Booklet (Subtask 3.2)	
	Initial NSHA Conditions Booklet	3 weeks prior to Task 3D
	Revised NSHA Conditions Booklet	1 week prior to Task 3D
3C	Tech Memo #4 (Subtask 3.3)	
	Initial Tech Memo #4	Three weeks prior to Task 3D
	Revised Tech Memo #4	1 week prior to Task 3D
3D	PAC & TAC Meeting #1 (Subtask 3.4)	Within 10 weeks after Task 2E
	Meeting materials	At least 5 days prior to Task 3D
	Meeting minutes	No more than 5 days after Task 3D
3E	Task 3 Publicity (Subtask 3.5)	3 weeks prior to Task 3D
3F	Open House, Workshop, and Online Open House #1 (Subtask 3.6)	Within 2 weeks after Task 3D
	Meeting materials	2 weeks prior to Task 3F
	Summary	10 business days after Task 3F
3G	Final Tech Memos #2 and #3 (Subtask 3.7)	Within 2 weeks after Task 3F
4	**Future Conditions and Alternatives Development and Analysis**	
4A	Draft Tech Memo #5 (Subtask 4.1)	
	Initial Tech Memo #5	3 weeks prior to Task 4F
	Revised Tech Memo #5	At least 1 week prior to Task 4F
4B	Draft Tech Memo #6 (Subtask 4.2)	
	Initial Draft Tech Memo #6	3 weeks prior to 4F
	Revised Draft Tech Memo #6	At least 1 week prior to Task 4F
4C	Tech Memo #7 (Subtask 4.3)	
	Initial Tech Memo #7	3 weeks prior to Task 4F
	Revised Tech Memo #7	At least 1 week prior to Task 4F
4D	Draft Memo #8 (Subtask 4.4)	
	Initial Draft Memo #8	3 weeks prior to Task 4F
	Revised Draft Memo #8	At least 1 week prior to Task 4F
4E	Community Booklet (Subtask 4.5)	
	Initial Community Booklet	At least 3 weeks prior to Task 4F
	Revised Community Booklet	At least 1 week prior to Task 4F
4F	Combined PAC & TAC Meeting #2 (Subtask 4.6)	Within 9 weeks after Task 3G
	Meeting materials	At least 5 days prior to Task 4F
	Meeting minutes	No more than 5 days after Task 4F
4G	Task 4 Publicity (Subtask 4.7)	
	Initial supporting materials	No later than 3 weeks prior to Task 4F

Task	Description	Deliverables Due
	Revised supporting materials	No later than 2 weeks and 5 days prior to Task 4H
4H	Open House and Workshop #2 (Subtask 4.8)	Within 2 weeks after Task 4F
	Open House and Workshop materials	No later than 2 weeks prior to Task 4H
	Open House and Workshop summary	Within 10 business days after Task 4H
4I	Final Tech Memos #5, #6, and #8 (Subtask 4.12)	Within 2 weeks after Task 4H
5	**Identification of Preferred and Cost-Constrained Alternatives**	
5A	Draft Tech Memo #9 (Subtask 5.1)	
	Initial Draft Tech Memo #9	At least 3 weeks prior to Task 5C
	Revised Draft Tech Memo #9	At least 1 week prior to Task 5C
5B	Draft Tech Memo #10 (Subtask 5.2)	
	Initial Draft Tech Memo #10	At least 3 weeks prior to Task 5C
	Revised Draft Tech Memo #10	At least 1 week prior to Task 5C
5C	Combined PAC & TAC Meeting #3 (Subtask 5.3)	Within9 weeks after Task 4I
	Meeting materials	At least 5 days prior to Task 5C
	Meeting minutes	5 days after Task 5C
5D	Final Community Booklet (Subtask 5.4)	Within 2 weeks after Task 5C
5E	Joint Planning Commission and City Council Work Session #1 (Subtask 5.5)	Within 1 week after Task 5D
5F	Final Tech Memo #9 and #10 (Subtask 5.6)	Within2 weeks after Task 5E
	Posted on webpage(s)	Within 7 weeks after Task 5E
6	**Draft Updated TSP, Draft NSHA Refinement Plan, Draft Implementing Ordinances and Findings**	
6A	Draft Updated TSP (Subtask 6.1)	
	Initial Draft Updated TSP	At least 3 weeks prior to Task 6F
	Revised Draft Updated TSP	At least 1 week prior to Task 6F
6B	Draft Implementing Ordinances (Subtask 6.2)	
	Initial Draft Implementing Ordinances	At least 3 weeks prior to Task 6F
	Revised Draft Implementing Ordinances	At least 1 week prior to Task 6F
6C	Draft NSHA Refinement Plan (Subtask 6.4)	
	Initial Draft NSHA Refinement Plan	At least 3 weeks prior to Task 6F
	Revised Draft NSHA Refinement Plan	At least 1 week prior to Task 6F
6D	Advertising and Media (Subtask 6.5)	
	Initial materials	At least 5 weeks prior to Task 6F

Task	Description	Deliverables Due
	Revised materials	At least 3 weeks prior to Task 6F
6E	Stakeholder Emails #4 (Subtask 6.6)	At least 3 weeks prior to Task 6F
6F	Joint TAC and PAC Meeting #4 (Subtask 6.7)	Within 8 weeks after 5F
	Meeting materials	At least 5 days prior to Task 6F
	Meeting minutes	No more than 5 days after Task 6F
6G	Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings (Subtask 6.8)	Within 2 weeks after Task 6F
6H	Department of Land Conservation and Development Notice, review and coordination (Subtask 6.9)	At least 35 days prior to Task 7B
7	**Adoption**	
7A	Joint Planning Commission and City Council Work Session #2 (Subtask 7.1)	Within 2 weeks after Task 6G
7B	Planning Commission Hearing (Subtask 7.2)	Within 4 weeks after Task 7A
7C	City Council Hearing (Subtask 7.3)	Within 4 weeks after Task 7B
7D	Title VI Report and Public and Stakeholder Involvement and Communications Summary Report, review and comment (Subtask 7.5)	Within 2 weeks after Task 7C
7E	Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances (Subtask 7.4)	Within 2 weeks after Task 7C
7F	Project Information Sheet (Subtask 7.7)	Within 2 weeks after Task 7C

Match Budget

	Staff Title	Rate	Hours	Total
Task 1	Community Dev. Dir	$80.49	15.25	$ 1,227.33
	City Engineer	$64.15	15.25	$ 978.18
	Contract Planner	$51.27	15.25	$ 781.78
	subtotal			$ 2,987.29
Task 2	Community Dev. Dir	$80.49	11.83	$ 952.56
	City Engineer	$64.15	11.83	$ 759.18
	Contract Planner	$51.27	11.83	$ 606.75
	subtotal			$ 2,318.49
Task 3	Community Dev. Dir	$80.49	43.17	$ 3,474.39
	City Engineer	$64.15	43.17	$ 2,769.07
	Contract Planner	$51.27	43.17	$ 2,213.10
	subtotal			**$ 8,456.56**

	Staff Title	Rate	Hours	Total
Task 4	Community Dev. Dir	$80.49	70.86	$ 5,703.13
	City Engineer	$64.15	70.86	$ 4,545.36
	Contract Planner	$51.27	70.86	$ 3,632.74
	subtotal			**$ 13,881.24**
Task 5	Community Dev. Dir	$80.49	29.06	$ 2,338.65
	City Engineer	$64.15	29.06	$ 1,863.89
	Contract Planner	$51.27	29.06	$ 1,489.66
	subtotal			**$ 5,692.20**
Task 6	Community Dev. Dir	$80.49	39.30	$ 3,162.98
	City Engineer	$64.15	39.30	$ 2,520.87
	Contract Planner	$51.27	39.30	$ 2,014.73
	subtotal			**$ 7,698.59**
Task 7	Community Dev. Dir	$80.49	10.54	$ 848.75
	City Engineer	$64.15	10.54	$ 676.45
	Contract Planner	$51.27	10.54	$ 540.63
	subtotal			**$ 2,065.84**
	Total			**$ 43,100.20**

Consultant Fixed Price Per Deliverable Table

Task	Description	Fixed Deliverable Price	Max Quantity	Not-to-Exceed Amount
1	**Project Management**			
1A	Kick-Off Meeting	$1,500	1	$1,500
1B	Public Involvement Kick-off Meeting	$500	1	$500
1C	PMT Teleconferences	$250	30	$7,500
1D	PICP, review and comment	$1,600	1	$1,600
1E	Stakeholder Database and Comment Log, review and coordination	$500	1	$500
1F	Project Webpage	$3,500	1	$3,500
1G	Project Overview Video	$2,600	1	$2,600
1H	Project Fact Sheet	$1,100	1	$1,100
1I	Refined Project Schedule	$1,300	1	$1,300
	Task Total			**$20,100**
2	**Plans and Policy Review**			
2A	Background Documents	$1,100	1	$1,100
2B	Draft Tech Memo #1: Plans and Policy Framework	$6,300	1	$6,300
2C	Analysis Methodology and Assumptions Memorandum	$3,100	1	$3,100
2D	Draft Tech Memo #2: Goals, Objectives, and	$2,700	1	$2,700

Task	**Description**	**Fixed Deliverable Price**	**Max Quantity**	**Not-to-Exceed Amount**
	Evaluation Criteria			
2E	Final Tech Memo #1	$1,600	1	$1,600
2F	Revised Tech Memo #2	$800	1	$800
	Task Total			**$15,600**
3	**Transportation System Inventory and Existing Conditions**			
3A	Draft Tech Memo #3: Existing Conditions Inventory and Analysis	$24,800	1	$24,800
3B	NSHA Conditions Booklet	$3,800	1	$3,800
3C	Tech Memo #4: NSHA Economic Analysis	$12,300	1	$12,300
3D	Combined PAC & TAC Meeting #1	$2,100	1	$2,100
3E	Task 3 Publicity	$2,800	1	$2,800
3F	Open House, Workshop, and Online Open House #1	$6,300	1	$6,300
3G	Final Tech Memos #2 and #3	$4,700	1	$4,700
	Task Total			**$56,800**
4	**Future Conditions and Alternatives Development and Analysis**			
4A	Draft Tech Memo #5: Future Systems Conditions	$23,400	1	$23,400
4B	Draft Tech Memo #6: Alternatives Analysis and Funding Program	$19,800	1	$19,800
4C	Tech Memo #7: NSHA Economic Redevelopment Case Study	$15,400	1	$15,400
4D	Draft Tech Memo #8: NSHA Land Use Options and Street Network Configuration Alternatives	$13,500	1	$13,500
4E	Draft Community Booklet	$3,500	1	$3,500
4F	Combined PAC & TAC Meeting #2	$2,800	1	$2,800
4G	Task 4 Publicity	$2,600	1	$2,600
4H	Open House and Workshop #2	$5,700	1	$5,700
4I	Final Tech Memos #5, #6, and #8	$6,600	1	$6,600
	Task Total			**$93,300**
5	**Identification of Preferred and Cost-Constrained Alternatives**			
5A	Draft Tech Memo #9: Preferred Alternatives	$11,200	1	$11,200
5B	Draft Tech Memo #10: NSHA Preferred Land Use and Street Network Configuration	$12,600	1	$12,600
5C	Combined PAC & TAC Meeting #3	$2,800	1	$2,800
5D	Final Community Booklet	$1,900	1	$1,900
5E	Joint Planning Commission and City Council Work Session #1	$5,400	1	$5,400
5F	Final Tech Memos #9 and #10	$4,400	1	$4,400
	Task Total			**$38,300**
6	**Draft Updated TSP, Draft NSHA Refinement Plan,**			

Task	**Description**	**Fixed Deliverable Price**	**Max Quantity**	**Not-to-Exceed Amount**
	Draft Implementing Ordinances and Findings			
6A	Draft Updated TSP	$23,000	1	$23,000
6B	Draft Implementing Ordinances	$6,200	1	$6,200
6C	Draft NSHA Refinement Plan	$8,200	1	$8,200
6D	Advertising and Media	$700	1	$700
6E	Stakeholder Emails	$1,200	1	$1,200
6F	Joint TAC and PAC Meeting #4	$2,400	1	$2,400
6G	Adoption Draft Updated TSP, NSHA Refinement Plan, Adoption Draft Implementing Ordinances and Final Findings	$9,800	1	$9,800
6H	Department of Land Conservation and Development Notice, review and coordination	$200	1	$200
	Task Total			**$51,700**
7	**Adoption**			
7A	Joint Planning Commission and City Council Work Session #2	$4,700	1	$4,700
7B	Planning Commission Hearing	$3,400	1	$3,400
7C	City Council Hearing	$2,800	1	$2,800
7D	Final Updated TSP, Final NSHA Refinement Plan, and Final Implementing Ordinances	$1,600	1	$1,600
7E	Public and Stakeholder Involvement and Communications Summary Report, review and comment	$200	1	$200
7F	Project Information Sheet	$1,200	1	$1,200
	Task Total			**$13,900**
	CONSULTANT Amount			**$289,700**

EXHIBIT B
ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment $250 - $4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITAL OUTLAY

NOT ELIGIBLE

Sweet Home City Council Issue Tracker

COUNCIL DATE	ISSUE/TASK	SYNOPSIS	ASSIGNED TO	NOTES
April 26, 2022	Vacant Buildings	Provide City Council with information on what is being done in other communities with vacant commercial buildings.	Blair Larsen	**06/20/2022 Update:** Admin, Finance & Property Committee met with vacant building owners. **06/08/2022 Update:** City Council held a work session and directed staff to schedule meetings for the Admin & Finance Committee to meet with vacant building owners to assess the vacancies. **05/12/2022 Update:** Scheduled for Council Work Session on 05/24/2022 following the 05/10/22 presentation to the City Council.
April 26, 2022	*Conestoga Huts*	*Invite SHS students to council meeting to be recognized*	*Christy Wurster*	***COMPLETE -** 06/08/2022 Update: The students were recognized by the Public and City Council. **05/12/2022 Update:** Invitation has been sent. **05/2/2022 Update:** City Manager Pro Tem Wurster reached out to School District to suggest 05/24/2022.*
April 26, 2022	*FAC Transitional Housing Project*	*Prepare video of the project to post on city's website*	*Blair Larsen Christy Wurster*	***COMPLETE -** Video created and posted on the city's website. **05/02/2022 Update:** City Manager Pro Tem Wurster reached out to the School District to suggest a time lapse video of the huts being constructed. CEDD staff will work on overall video development.*
May 10, 2022	Speed Studies	Research traffic paint options and consider pilot project near parks and schools to control speeds.	Jeff Lynn	
May 10, 2022	Railroad Depot	Update community on availability of Railroad Depot. Continue to explore options. Bring recommendation to a future City Council meeting.	Greg Springman	**06/08/2022 Update:** An article was published in the newspaper to promote awareness. The Public Works Director will provide an update at the 06/14/2022 City Council meeting.
May 10, 2022	*Ordinance #3*	*Zone Map Amendment*	*Blair Larsen*	***COMPLETE - 06/08/22 Update:** Final reading scheduled for 06/14/2022.*
May 10, 2022	Quarry Park Property	Schedule Work Session to discuss development options. Include discussions on ODOT Rail and County Easement.	Blair Larsen	**06/28/2022 Update:** Work Session held on Quarry Property. Staff will work on RFP to seek input from development community. **06/08/2022 Update:** Work session scheduled for May 31. To be rescheduled.
July 27, 2022	Library WS	Schedule Work Session when new City Manager is in place	Blair Larsen	
July 27, 2022	New Code	A Public Hearing for the updated Development Code is needed. The Council requested one meeting, which is estimated to take 7 hours.	Blair Larsen	**07/28/2022** Blair Larsen will gather some dates to propose to the Council

Oregon
Kate Brown, Governor

Department of Environmental Quality
Western Region Eugene Office
165 East 7th Avenue, Suite 100
Eugene, OR 97401
(541) 686-7838
FAX (541) 686-7551
TTY 711

June 01, 2022

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

RE: **Warning Letter Opportunity to Correct**
City of Sweet Home – TMDL Implementation Plan Annual Report
2022-WLOTC-7284

Dear Greg Springman:

As a "Designated Management Agency" identified in *Chapter 14: Water Quality Management Plan* of the September 2006 *Willamette Basin Total Maximum Daily Load*, the City of Sweet Home is required to annually submit a TMDL Implementation Plan Report (annual report) to the Department by May 31 of each year. The city did not submit an annual report on May 31, 2022 and the Department has determined that the City of Sweet Home is responsible for the following violations of Oregon environmental law.

Violation(s):
Failing to submit the annual report by the established deadline is a Class I violation of the department order, Oregon Administrative Rule 340-012-0053(1). Class I violations are the most serious violations; Class III violations are the least serious.

Corrective Actions Requested:
In response to this Warning Letter, the Department requests that your report be submitted by Jun. 30, 2022. Please submit the report to Priscilla.Woolverton@deq.oregon.gov or send it to the address at the top of this letter.

Should the City of Sweet Home fail to submit its report by this date, this matter may be referred to the Department's Office of Compliance and Enforcement for formal enforcement action, including the assessment of civil penalties and/or a Department order. Please note that civil penalties can be assessed for each day of violation.

If you believe any of the facts in this Warning Letter are in error, you may provide information to me at the address shown at the top of this letter or the email listed below. The Department will consider new information you submit and take appropriate action.

The Department endeavors to assist you in your compliance efforts and believes that timely submittal of your report is necessary to document that the plan measures to restore and protect water quality in the Willamette Basin are being implemented. Should you have any questions about the content of this letter, please feel free to contact me.

Sincerely,

Priscilla Woolverton

Priscilla Woolverton
Willamette Basin Coordinator
Priscilla.Woolverton@deq.oregon.gov
541-687-7347

ec: Zach Loboy, DEQ – Manager, Watersheds & Stormwater

City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386
541-367-6359
Fax 541-367-7592
www.sweethomeor.gov

Public Works Department

June 14, 2022

Ms. Priscilla Woolverton
Upper Willamette TMDL Basin Coordinator
Oregon DEQ Western Region
165 E 7th Avenue, Suite 100
Eugene OR 97401

Re: City of Sweet Home – Submitted TMDL Implementation: Annual Report for 2021-2022

Dear Ms. Woolverton,

The City of Sweet Home is pleased to submit our Annual Report for 2022. The City was able to complete some major projects such as the SDC Fee update, stormwater user fee update, and purchase of a new street sweeper.

Should you have any questions, or comments, please contact us at (541) 367-6359.

Sincerely,

Greg Springman
Public Works Director

Cc: Christy Wurster, City Manager Pro Tem

delivered via email

City of Sweet Home
3225 Main St
Sweet Home, OR 97386
541-367-8969
Fax 541-367-5113
www.sweethomeor.gov

TMDL Implementation Plan 2018-2023: Annual Report for 2021

City of Sweet Home, Linn County, Oregon
Receiving Waters: Ames Creek, Wiley Creek, South Santiam River

Table of Contents

Introduction **1**
1.0 Strategies for reducing Temperature Pollution **2**
1.1 Temperature Source: Solar radiation input 2
1.2 Temperature Source: Wastewater Treatment Plant Discharge 4
2.0 Strategies for reducing Bacteria Pollution **4**
2.1 Bacteria Source: Wastewater Treatment Plant Discharge 4
2.2 Bacteria Source: Sediments entering City stormwater collection system 5
3.0 Strategies for reducing Mercury Pollution **7**
3.1 Mercury Source: Sediments entering City stormwater collection system 7
4.0 Strategies for all pollutants **9**

Introduction

The purpose of this report is to update DEQ on progress the City made on the strategies identified in our TMDL Implementation Plan during the May 1, 2021 – April 30, 2022 reporting period. The following pages are taken directly from our TMDL Implementation Plan 2018-2023 with a description of the current status added to each strategy.

The Community & Economic Development Department (CEDD) and the Public Works Department (PW) jointly implement the City's TMDL strategies. Staff workload capacity continues to be a limiting factor in achieving some of our administrative implementation measures. Despite this, we are pleased to report that we made progress on several major strategies during the reporting period including the Stormwater Master Plan update and the development code update.

Staff capacity has been identified as the limiting factor to implementing many projects since 2018. Staff continues to present these needs to administration and City Council, however the City's permanent tax rate is extraordinarily low compared to nearly any other jurisdiction, and state law prevents further increases in our permanent rate. City Council is also unwilling to

impose additional financial burden to the residents at this time. This results in an extremely tight General Fund, which severely limits the options available to CEDD. Public Works operations have also suffered from staff turnover and difficulty recruiting candidates in a market favorable to applicants. Sweet Home can't compete with the higher wages offered in neighboring jurisdictions or the private sector, and has had very few applicants for recent openings.

City Council has expressed a willingness to consider a stormwater rate adjustment following completion of the Stormwater Master Plan update and its associated capital improvement recommendations.

1.0 Strategies for reducing Temperature Pollution

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

1.1 Temperature Source: Solar radiation input

Strategy:	Protect existing riparian vegetation on private properties.
How:	Enforce riparian protection overlay and protection requirements in City of Sweet Home Development Code.
Measure:	Track and document number of building permits, violations, and variances in protected areas. Track acres of protected area lost to approved variances.
Timeline:	Ongoing; annual review
Benchmark:	Strategy is in effect & ongoing.
Funding:	Community & Economic Development Department
Status:	There were no riparian variance requests in 2021. No riparian area was lost.

Strategy:	Promote voluntary actions for protection and restoration of privately owned river front properties.
How:	Use GIS to identify properties that visually lack native riparian vegetation and target those areas for outreach. Identify projects within the City that would be of interest to the South Santiam Watershed Council (SSWC). Reach out to SSWC to re-establish/enhance atrophied business relationships and connect SSWC with property owners where restoration would be beneficial. Work with SSWC and/or other conservation organization to identify a collaborative project. Comprehensive Plan Chapter 7, Policy #12, pg. 48. Distribute an informational brochure that provides information on the City's code requirements for development in riparian areas with development permits.
Measure:	Provide property owners with SSWC information and natural resources code requirements with development permits. Track the number of restoration project proposals submitted. Document number of restoration projects with SSWC and landowners.

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

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

Funding: Community & Economic Development Department

Status: CEDD provides the riparian code with the building permit packet as needed. The City reached out to the WSC in fall of 2021 but the WSC functions have been severely limited due to the pandemic and they have no immediate projects planned.

Staff capacity in CEDD continues to be a limiting factor. Administration is reluctant to increase staff capacity or funding in this area until the new SWMP is complete (described later in this report).

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

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

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

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

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

Funding: Community & Economic Development Department and Parks fund

Status: The riparian vegetation management plan has been deferred because CEDD is working on an updated wetland delineation for Sankey Park. Previous quotes for the wetland delineation and a FEMA Letter of Map Amendment were approximately $30k. Neither the stormwater fund or the parks fund has enough budget for this project. The bulk of our stormwater fund has been committed to the Stormwater Master Plan Update. We are continuing to save up the needed funds for the wetland delineation.

The COVID-19 pandemic prevented us from conducting our annual volunteer park cleanup project in 2021. The annual cleanup event resumed in May 2022, which is outside the reporting period.

PW Maintenance spent approximately 30 labor hours maintaining 50,000 sf of Ames Creek riparian area at Sankey Park (1000 linear feet along creek) which had invasive species removed in 2018.

1.2 Temperature Source: Wastewater Treatment Plant Discharge

Strategy:	Maintain effluent low temperatures.
How:	Maintain compliance with NPDS permit #101657 requirements.
Measure:	Monitor effluent and river temperatures as a condition of the DEQ discharge permit.
Timeline:	Ongoing.
Benchmark:	Provide documentation showing that effluent complies with permitted limits.
Funding:	Wastewater Enterprise fund.
Status:	The City's wastewater effluent temperature complies with our NPDES permit.

2.0 Strategies for reducing Bacteria Pollution

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

2.1 Bacteria Source: Wastewater Treatment Plant Discharge

Strategy:	Maintain effluent low bacteria levels.
How:	Maintain compliance with NPDES permit #101657 requirements.
Measure:	Monitor effluent bacteria levels as a condition of DEQ discharge permit.
Timeline:	Monitoring in progress & ongoing. WWTP capacity improvement engineering began 2018; construction anticipated 2020-2022.
Benchmark:	Provide documentation showing that effluent complies with permitted limits. WWTP scheduled for capacity improvement project.
Funding:	Wastewater Enterprise fund.
Status:	The City's wastewater effluent bacteria level complies with our NPDES permit. The WWTP Upgrade Project in final design and has been split into two construction phases to meet funding source deadlines. Phase 1 construction is expected fall 2022 through summer 2023. Phase 2 construction is expected summer 2023 through summer 2025. Construction observation will increase staff workload by 1 FTE and this position will be funded through the project budget.

The City terminated contract plant operations and began in-house operations on July 1, 2021. We have successfully implemented several equipment repairs and process improvements, and it is estimated that in-house operations will save $100-200k annually in the water and wastewater funds compared to the contract operations expense. We also hope that this greater level of control will allow us to mitigate the number and/or severity of overflow events resulting from storm events and equipment failure, until the plant improvements project is complete.

2.2 Bacteria Source: Sediments entering City stormwater collection system

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

How: Publish educational materials in the local newspaper and City publications. Update website and/or Facebook page with information or links related to protection of surface water and drinking water, photos of volunteers, etc. Send informational inserts with water bills. Invite the public to share their opinions on stormwater issues using a variety of data gathering methods to reach multiple demographics. Use public opinion results to strategize educational efforts.

Measure: Track publication of educational materials.

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

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

Funding: Stormwater fund

Status: Staff reviewed the stormwater webpage after last year's updates and found it satisfactory. No updates were made.

We have established an interdepartmental procedure for running bill stuffers. We incorporated a public stormwater survey in our public engagement process for the Stormwater Master Plan Update. Consultant engineers and City staff drafted a survey form which included benchmark questions about public perceptions, conducted the survey via two public meetings on April 13 and on the City website for approximately a month, and received 23 responses.

Strategy: Install pet waste stations.

How: Install pet waste bag stations in City parks.

Measure: Complete installation and document use of bags.

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

Benchmark: Purchase and install bag stations.

Funding: Parks and Stormwater funds
Status: PW maintained six pet waste stations, one at each of six City parks. Approximately 6400 pet waste bags were used during the reporting period.

Strategy: Install “This drain goes to stream” catch basin stickers.
How: Install “This drain goes to stream” stickers on about 450 remaining unmarked City catch basins. About 450 stickers were installed previously and many have gone missing or been damaged. Begin maintenance program to replace damaged/lost stickers by incorporating it with the catch basin inspection & maintenance. Coordinate volunteer efforts to install new stickers with local groups such as SSWC youth watershed group, Scouts, etc.
Measure: Approximately 100-200 stickers installed per year until all catch basins are marked and then maintain as needed for replacement.
Timeline: Incorporate sticker maintenance with catch basin inspection beginning 2019. Target completion for installation is 2024.
Benchmark: Establish annual sticker maintenance in conjunction with catch basin inspection & maintenance.
Contact local groups such as SSWC, Scouts, etc. that may be interested in volunteer project to install new stickers.
Funding: Stormwater fund
Status: PW maintenance staff incorporate sticker installation & replacement with the routine catch basin inspection & maintenance program. The catch basin maintenance program has been chronically understaffed due to staff turnover and vacancies. The stormwater maintenance program suffered another long-term vacancy in 2021 which has now been filled. Stormwater maintenance tasks have also been transferred from the collections crew to the streets crew, which we hope will provide for more stable staffing levels. Approximately 12 catch basins were inspected/cleaned/repaired, which already had fish stickers. No new stickers were installed in the reporting period.

Strategy: Cleaning streets and drainage collection systems.
How: Maintain a budget and a schedule for street and catch basin cleaning. Perform ditch cleaning, catch basin cleaning, and street sweeping.
Catch basin inspections target is biennial. Ditch cleaning is as needed.
Street sweeping target is once per month in residential areas and once per week in business core.
Measure: Track miles swept, feet of ditch cleaned, and number of catch basins cleaned.
Timeline: Ongoing annually.
Benchmark: Continue sweeping & cleaning programs. Construct new paved dumpsite at Public Works facility in 2020.
Funding: Streets and Stormwater funds
Status: The stormwater maintenance program suffered another long-term vacancy in 2021 which has now been filled. Stormwater maintenance tasks have also been

transferred from the collections crew to the streets crew, which we hope will provide for more stable staffing levels.

We swept approximately 1200 miles. We cleaned approximately 2500 ft of ditches. We spent approximately 180 hours inspecting, cleaning, and repairing approximately 12 catch basins and approximately 1400 ft of storm conveyance pipe. Most of this time went toward cleaning a significant blockage on a major conveyance pipe, which together with the reduced staffing level, necessitated deferral of routine catch basin inspections.

Strategy: Fall leaf collection program.
How: Curbside collection of customer leaf piles in right-of-way on specified schedule.
Measure: Track annual loads/yards of leaves collected through the season.
Timeline: Begin 2018. To be ongoing annually.
Benchmark: 2018 Begin new program. Educate public on proper location of leaf piles. Program is by call-in appointment.
~~2019 Develop routes and maps, educate public on collection schedule.~~
Funding: Streets, Parks, and Stormwater funds.
Status: This was the fourth year of the fall leaf collection program. Public reception continued to be very positive. There were 320 leaf collection visits and 1500 cubic yards of leaves collected. We will continue running the program on a call-in basis since it's working so well, instead of developing routes.

3.0 Strategies for reducing Mercury Pollution

"Mercury is a potent neurotoxin that can cause damage to the brain and nervous system. Primary sources of mercury in the Willamette Basin are associated with nonpoint sources, namely the erosion of soils containing mercury and runoff from atmospherically-deposited mercury." (source: Oregon DEQ Pollution Control Tools and Programs)

3.1 Mercury Source: Sediments entering City stormwater collection system

Strategy: Decrease sedimentation and erosion from construction and new and re-development.
How: Work with Building Program and developers to ensure erosion control. Erosion control permit inspection & enforcement on impacted areas of 10,000 sf or more as per SHMC 13.06.030.
Include erosion control fact sheet in permit application packets for commercial and large residential projects.
Encourage developers to use Low Impact Development (LID) for stormwater infiltration and erosion control; eg. grassy swales, etc.
Require developers to provide confirmation of 1200-C permit for projects over 1 acre prior to issuing development permits.

Measure: Number of City erosion control permits issued under SHMC 13.06.030 and number of inspections/enforcement actions.
Number of 1200-C permits confirmed.
Building permit packets to include an erosion control fact sheet.

Timeline: Erosion control permits & construction inspections are in place. Fact sheet and LID information on City website to be included beginning 2020-21.

Benchmark: Find or create a locally appropriate erosion control fact sheet. Include it in building permit packet and post it to the City website.
Promote LID on City website & refer developers to website.

Funding: Community & Economic Development Department and Public Works

Status: Staff confirmed online with the DEQ website that there appears to be 6 permits 1200-C permits issued by ORDEQ within the City Limits. A few of these may be outside the May 2021 and April 2022 time frame because the website had data search query errors.

Staff capacity in both CEDD and PW have continued to be the limiting factor on updating the building permit packet. A surge in construction activity has caused significant increases in workload, but administration has been unable to secure a funding source to increase staff capacity. We believe combining this strategy with the Stormwater Master Plan update and development code updates currently underway will provide for labor efficiencies and enable us to incorporate a best practices fact sheet into permit packets in 2022.

Strategy: Update development standards to protect water quality.

How: Update the City's Stormwater Master Plan (SWMP) and City codes to include water quality protection considerations and priorities. Update & modernize stormwater detention standard for development/redevelopment projects including clarifying the definition of qualifying projects and the design storm to be used.

Measure: City Council adopts updated SWMP. City Council adopts updated municipal codes.

Timeline: 2020 begin audit, 2023 adopt new plan & codes.

Benchmark: 2020 Audit stormwater code for necessary updates. 2021-2022 Retain a consultant to assist with code and SWMP updates. Evaluate DEQ's offered "Template for LID Stormwater Manual for Western Oregon" for local use. Review example codes and draft proposal language based on internal review and public comment.
2023 City Council adopts revised codes after public process. Conduct public outreach/education about new codes.

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

Status: On May 11, 2021 City Council approved a stormwater rate increase from $1/month to $3/month. This is a major step toward our stormwater utility becoming financially solvent.

The SDC Update project is complete.

The Stormwater Master Plan Update is underway. Consultant engineers have conducted a public input survey and are creating a stormwater system model to identify necessary improvements. The SWMP update scope includes a review of stormwater regulations regarding water quality to identify tasks that can be incorporated into the long-term stormwater system management strategy.

The development code update is underway. Throughout the reporting period the Planning Commission reviewed the proposed overhaul of the development code monthly. It is expected they will make a recommendation with minor adjustments to the City Council in June 2022.

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

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

4.0 Strategies for all pollutants

Strategy: Staff training on routine maintenance activities to protect water quality.
How: Conduct annual staff training on stormwater protection as it relates to Public Works field activities such as dechlorinating water flushed from hydrants, vehicle maintenance, what to do if they find an illicit discharge, etc.
Measure: Record training dates and topics.
Timeline: 2020 Incorporate stormwater into training topics rotation and conduct annually.
Benchmark: 2019 Develop stormwater training session content relevant to Public Works activities.
Funding: Public Works
Status: We conducted on-the-job tailgate training with several new hires as needed for the task of the day, including proper dechlorination procedures when flushing hydrants, confined space entry for catch basin cleaning, operator training for pipe CCTV and cleaning equipment, street sweeping, and dumping of sweepings.

Strategy: City Council update of TMDL Program. Implementation Plan and annual report or five year review are presented to Council at least annually.
How: Present 5-year Implementation Plan or Annual Report to City Council annually.
Measure: City Council meeting minutes document presentation.
Timeline: Begin 2019 and continue annually.

Benchmark: Set up a recurring Council agenda item/reminder to present TMDL Plan or Report each year.
Funding: Administration and Public Works
Status: Staff last presented the annual report to City Council on March 23, 2021 along with a heads-up that there is a new mercury rule which may increase our required actions. This annual report will be presented to City Council at the next meeting on June 28, 2022.

Strategy: Investigate and resolve illicit discharges.
How: Respond to call-in reports from citizens. Inspect for illicit substances during catch basin inspections. Follow up on suspected violations with site visits and property owner contact as needed.
Measure: Track number of illicit discharge complaints, follow-up actions/ investigations. Update city code to address discharge violations as part of previous strategy "Update Stormwater Master Plan and City codes to protect water quality."
Timeline: Reports of illicit discharges are investigated upon receipt. Update code by 2023.
Benchmark: On catch basin work order form add a comment line for illicit substance notes. Additional benchmarks same as previous strategy "Update Stormwater Master Plan and City codes to protect water quality."
Funding: Stormwater fund
Status: There were no illicit discharge complaints in the reporting period.

Strategy: Maintain up-to-date stormwater system map.
How: Use GIS or other software/ program to publish a stormwater system map that can be updated as needed.
Measure: Completion of updated system map.
Timeline: Ongoing.
Benchmark: Updated Map.
Funding: Stormwater fund
Status: Updates to the stormwater map have been made to correct spatial inaccuracies and add missing features, ongoing as discovered. Consultant engineers are also updating the GIS with collected survey data at strategic locations and using it to create a stormwater system model as part of the Stormwater Master Plan update.

Oregon Department of Environmental Quality

Noncompliance Reporting Form

For all permit violations, including monitoring requirements.

Use this form to report all instances of noncompliance ***except*** sanitary sewage overflows. Fill out all fields and sign. You may attach additional information to this report to explain the circumstances of noncompliance. This information may include but is not limited to maintenance records and monitoring results.

FACILITY / CONTACT INFORMATION

Name of Permittee: City of Sweet Home		
Contact Name: Steven L Haney		
Phone: 541-818-8003	Email: shaney@sweethomeor.gov	Date: 8/17/2022
DEQ Permit #: 101657	DEQ File #: 86840	EPA ID #: OR

Has non-compliance been corrected?: ○ Yes ◉ No

Expected time noncompliance is expected to continue: Week of 8/22/2022

Date/Time Started: 8/16/2022 Date/Time Stopped : 8/16/2022

Description of Noncompliance:

We exceeded our e-coli max of 406 with a >2419.6, during this noncompliance we are recovering from a plant upset. We believe that an unknown substance flowed into our plant the previous week and killed all of our biological life, we are not in process recovering from this upset. (Life has been restored to aeration basin, just not adequate for treatment currently)

AGENCY AND PUBLIC NOTIFICATION

Was the non-compliance one of the following:

• A noncompliance which may endanger health or the environment	Yes ◉	No ○
• An unanticipated bypass which exceeds any effluent limitation in this permit	Yes ○	No ◉
• An upset which exceeds any effluent limitation in this permit	Yes ◉	No ○
• Violation of a maximum daily discharge limitation	Yes ○	No ◉

If yes to any of the above, complete the rest of this section.

OERS Number: 2022-1913

Signs posted? Where?: Yes, Boat ramp on Ames Creek as it enters South Santiam

Media contacted? Who?: Cities Communications Manager is handling Media

List any other steps taken to notify the public and/or state and federal agencies:

E-mailed Ranei Nomura, Downriver Lebanon Drinking Water facility, and Communications Manger for City along with City manager and Public Works Director

CAUSE(S)

Cause or suspected cause(s):

We experienced a plant upset the previous week and our biology was killed, we are recovering now but our effluent is still effected. Our final cl2 residual was approx >2.25 before dechlorination.

Oregon DEQ Noncompliance Reporting Form

continued

RAINFALL DATA

Rainfall (for storm-related noncompliance): 0 inches	Design Storm: Unknown inches
Source of rainfall data: Rain Guage0	

CORRECTIVE ACTIONS

List actions taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

Actions taken (describe):

Our target is now 2.0 for cl2 residual until our e-coli levels recede. We are feeding biology to our aeration basis and are seeing improvements (we are on day 3 of feeding of an initial dose of 5 days)

Actions planned and schedule for those actions (describe):

Getting quotes on discrete autosampler and in-line pH probe for influent to try and figure out what is being feed to our treatment plant from the collection system.

COMMENTS

Comments:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

	8/17/2022
Authorized Signature	Date
Steven L Haney	541-818-8003
Name (print)	Phone
Utilities Manager	shaney@sweethomeor.gov
Title (print)	Email

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

	This Month	Last Month	Last Year	Year to Date	
	07/31/22	06/30/22	07/31/21	07/31/22	5 Year
Call Volume	951	786	934	5235	5177
CAD Calls	1763	1391	1715	9495	9983
ONIBR Person Crimes	20	15	12	102	102
ONIBR Person Crimes Cleared	19	12	9	85	75
ONIBR Property Crimes	84	43	59	346	309
ONIBR Property Crimes Cleared	11	11	15	72	85

Trends:

As all know, the Oregon Jamboree was held during the last weekend of July. From a public safety perspective, it was a success. The weekend concluded with no major incidents. The interior of the Jamboree, and the area immediately surrounding it, had very few police calls for service. I believe that we can attribute some of this to the increased police patrol presence. Which would not have happened without the assistance of members of the Oregon State Police Mobile Response Team (MRT). Nine MRT members responded and helped out with patrolling the event this year.

Compared to previous years, the police call load throughout the entire community was average. Below is a breakdown of the total calls for service during the Oregon Jamboree:

2022 198
2021 174
2020 No Jamboree
2019 181
2018 199
2017 273
2016 222

Throughout the weekend we were able to document areas that we believe can be altered with the intent on improving public safety in the community. Within the next few weeks, we intend on meeting with the Oregon Jamboree staff to discuss them and begin preparing for next years event.

As of August 8th, 2022, the Sweet Home Police Department has finally reached full staffing. A lot of training needs to take place so that all of our new officers can reach solo patrol status. This comes at a time when we are experiencing an increase in call load. Attached to this report is a breakdown of the calls for service during July 2022. The two primary areas of concern is the increase in Person Crimes and Property Crimes. Captain Ogden and I are working on developing options to ensure that we can adequately and effectively respond to these increases. Within the next few City Council meetings we will provide Council with the strategies that we hope to employ.

PERSON CRIMES	Jul-22
Assault(All)	7
Child Neglect	0
Criminal Homicide	0
Elder Abuse	0
Forcible Rape	0
Harassment	8
Kidnap	0
Menacing	1
Person Crimes Other	0
Sex Crimes Other	1
Reckless Endanger	0
Strangulation	0
Violation Restraining Order	3
Violation Stalking Order	0
TOTAL PERSON CRIMES REPORTED	**20**
PERSON CRIMES CLEARED BY ARREST, EXCEPTIONALLY OR UNFOUNDED	**19**

PROPERTY CRIMES	Jul-22
Arson	0
Burglary	6
Criminal Mischief	13
Forgery	1
Fraud	3
Motor Vehicle Theft	4
Other Property Crime	1
Reckless Burn	0
Recover Stolen Property	3
Robbery	0
Theft	33
Unlawful Entry into Motor Vehicle	20
TOTAL PROPERTY CRIMES REPORTED	**84**
PROPERTY CRIMES CLEARED	11

CRIMES AGAINST SOCIETY	Jul-22
Alcohol Offense	2
Animal Offense	0
Controlled Substance Offense	1
Curfew	0
Custodial Interference	0
Disorderly Conduct	1
Driver Under Influence of Intoxicants	0
Escape	0
Fail to Register/Sex Offender	0
False Information	0
False Report	0
False Swearing	0
Fireworks	0
Littering Offense	0
Minor in Possession of Tobbaco	0
Other Society	0
Resisting Arrest	1
Riot	0
Runaway Juvenile	4
Trespass	7
Weapon Offense	1
SOCIETY CRIMES REPORTED	**17**
SOCIETY CRIMES CLEARED BY ARREST, EXCEPTIONALLY OR UNFOUNDED	**12**

OREGON SPECIFIC CRIMES	Jul-22
Protective Custody	5
Traffic Crimes	9
Warrant Arrests	48
OREGON SPECIFIC CRIMES REPORTED	**62**
OREGON SPECIFIC CRIMES CLEARED BY ARREST, EXCEPTIONALLY OR UNFOUNDED	**60**

NON CRIMINAL INCIDENTS	Jul-22
911 Hangups/Open Line	7
Abandoned Vehicles	7
Agency Assists	45
Alarms	23
Ambulance Assists	14
Animal	40
Background	0
City Code Violation	12
Civil	8
Death Investigations	3
Disturbance	56
Domestic Dispute-Non Mandatory	17
Drug Information	2
Exclusions-City Parks/Property	0
Fingerprints-Public	4
Fingerprints-Court Ordered	11
Fire Assist	1
Fireworks Complaint	15
Hazard	12
Impound	0
Information	109
Juvenile	16
Licensing	2
Mental Health	13
Missing Person	3
Motor Vehicle Crashes	7
Neighborhood Dispute	5
Property-Found/Lost/Seized	47
Prowler	0
Public Assists	91
Registration-Alarm Permit	1
Registration-Bicycle	1
Registration-Property Watch	0
Registration-Sex Offender	11
Special Events	0
Suspicious Activity	123
Traffic	48
Trespass Warning	37
Unsecure Premise/Vehicle	3
Violation City Ordinance	15
Weather Incident	0
NON CRIMINAL INCIDENTS REPORTED	**809**

		Jul-22
PERSON CRIME ARRESTS		**11**
5	Assault/Strangulation	
	Child Neglect	
2	Harassment	
	Kidnap	
	Menacing	
	Murder	
	Other	
	Reckless Endangerment	
1	Sex Crimes	
	Strangulation	
3	Violation of Restraining./Stalking Order	
PROPERTY CRIME ARRESTS		**3**
	Attempt to Commit Property Crime	
	Burglary	
1	Criminal Mischief	
	Forgery	
	Fraud	
	Possess Burglary Tools	
	Possess Stolen Vehicle	
	Reckless Burning	
	Robbery	
2	Theft	
	Unauthorized Use of Motor Vehicle	
	Unlawful Entry into Motor Vehicle	
SOCIETY CRIME ARRESTS		**9**
1	Alcohol Offense	
	Animal	
	Coercion	
	Conspiracy	
	Curfew	
	Disorderly Conduct	
	Driver Under Influence of Intoxicants	
	Drug Crimes	
	Escape	
	Fail to Register as Sex Offender	
	False Information	
	False Report	
	False Swearing	
	Fireworks Offense	
	Hindering Prosecution	
	Interfere with making report	
	Interfere with Police Officer	
	Littering	
	Public Indecency	
	Prostitution	
1	Resisting Arrest	
	Riot	
3	Runaway	
	Society-Other	
	Tobacco-Minor in Possession	
	Tampering with Evidence	

	Tampering with a Witness	
4	Trespass	
	Weapon Offense	
OREGON SPECIFIC CRIME ARRESTS		**111**
5	Protective Custody	
5	Traffic Crimes	
101	Warrants Served	

	Jul-22
TOTAL CHARGES	**134**
TOTAL ADULT CHARGES	**130**
TOTAL JUVENILE CHARGES	**4**
TOTAL ADULTS ARRESTED	**76**
TOTAL JUVENILES ARRESTED	**3**

CITATIONS	Jul-22
Chapter 803 Vehicle Title and Registration (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	**0**
Chapter 806 Financial Responsibility Law (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	**6**
Chapter 807 Driving Privileges, Licenses and Permits (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	**0**
Chapter 811 Rules of the Road for Drivers (Violating Speed Limit, 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.	**19**
Chapter 813 Driving Under Influence of Intoxicants (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	**0**
Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Vehicles with Fewer Than Four Wheels (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	**0**
Chapter 815 Vehicle Equipment Generally (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	**0**
Chapter 816 Vehicle Equipment: Lights (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	**0**
Chapter 818 -821 etc)	**0**

	Jul-22
TOTAL CITATIONS ISSUED	**25**
TOTAL PERSONS CITED	**17**
TOTAL WARNINGS ISSUED	**154**
TOTAL TRAFFIC STOPS	**167**

We’d like to personally invite you to join us for this exciting event!

New Home for Sweet Home Family Medicine & Urgent Care Groundbreaking Ceremony

Monday, Aug. 29, at 10 a.m.

1289 49th Ave.
Sweet Home

Refreshments provided.

No registration required.
For questions, call 541-451-7063.

Samaritan Foundations

samhealth.org/SweetHomeTogether