



# CITY OF SWEET HOME CITY COUNCIL AGENDA

January 12, 2021, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

## Mission Statement

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

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## Meeting Information

The City Council will hold a Regular City Council meeting at 6:30 p.m. in the City Council Chambers at City Hall, 3225 Main Street. In order to protect residents, staff, and elected officials due to the novel COVID-19 virus, the frequency and length of public meetings, including the City Council, boards and commissions, will be minimized. Non-urgent and non-essential City business with expected public feedback will be postponed whenever possible. Individuals attending public meetings in person will be limited to the first six people, required to maintain appropriate social distancing, (6-ft.) and be free of symptoms related to COVID-19. The City of Sweet Home City Council is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the City Council meeting live, online visit [live.sweethomeor.gov](https://live.sweethomeor.gov). If you don't have access to the internet you can call in to 541-367-5128 and you'll be asked to choose option #1 to be logged in to the call. Phone Conference ID: 473 954 605#

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

## Call to Order and Pledge of Allegiance

- a) [Swearing in of New Councilors - Oath of Office \(pg. 3\)](#)
- b) Nominations and Vote for City of Sweet Home Pro Tem
- c) Nominations and Vote for City of Sweet Home Mayor

## Roll Call

### Consent Agenda:

Approval of Minutes:

- a) [2020-12-08 City Council Meeting \(pg. 8\)](#)

### Recognition of Visitors and Hearing of Petitions:

- a) Swearing In of New Police Officer

### Old Business:

- a) [Request for Council Action - Resolution No. 29 for 2020 -Refinancing of existing City Debt for Wastewater and Water Treatment Systems \(pg. 13\)](#)

**New Business:**

- a) [Request for Council Action - Amendments to the Commercial Exterior Improvement Program \(pg. 47\)](#)
- b) [Request for Council Action - Downtown Streetscape and Parking Plan Contract \(pg. 65\)](#)
- c) [Request for Council Action – Resolution No. 1 for 2021 -Willow Street Neighborhood Local Improvement District \(L.I.D.\) \(pg. 127\)](#)

**Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

- a) [Request for Council Action - Ordinance No. 1 for 2021 -Public Hearing for Zone Map Amendment Application ZMA20-04 \(pg. 139\)](#)

Second Reading of Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) [Request for Council Action - Ordinance No. 13 for 2020 - Ordinance No. 1292 - Sweet Home Ordinance Pertaining to the Registration, Maintenance, Safety, and Security of Vacant Buildings in Commercial and Industrial Zones. \(pg. 231\)](#)

**Reports of Committees:**

Administrative and Finance/Property

Charter Review Committee

Park and Tree Committee

Youth Advisory Council

Chamber of Commerce

Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

**Reports of City Officials:**

Mayor's Report

City Manager's Report

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

Library Services Director

- a) [Library Monthly Report December, 2020 \(pg. 255\)](#)

Community and Economic Development Director

- a) [CEDD Monthly Report- December, 2020 \(pg. 257\)](#)

Public Works Director

- a) [Public Works Department Monthly Report of Activities - December 2020 \(pg. 262\)](#)

City Attorney

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

CITY OF SWEET HOME  
LINN COUNTY, OREGON

I, \_\_\_\_\_, do solemnly swear that I will support the constitution and the laws of the United States, and of the State of Oregon, the Charter and Ordinances of the City of Sweet Home, and the Council Code of Conduct and, to the best of my ability, I will faithfully discharge the duties of Councilor and will faithfully perform the duties of the office of said City during the period for which I was elected.

\_\_\_\_\_  
Signature

Subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
City Recorder of Sweet Home, Oregon

STATE OF OREGON  
CITY OF SWEET HOME

## CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn  
County on the 3rd day of November, 2020, that  
ANGELITA SANCHEZ was duly elected

**CITY OF SWEET HOME, CITY COUNCILOR**

For a term of 4 years.

Witness my hand and City seal this 12<sup>th</sup> day of January 2021.

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Ray Towry, City Manager, City Elections Officer

STATE OF OREGON  
CITY OF SWEET HOME

## CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn  
County on the 3<sup>rd</sup> day of November, 2020, that  
LISA GOURLEY was duly elected

**CITY OF SWEET HOME, CITY COUNCILOR**

For a term of 4 years.

Witness my hand and City seal this 12th day of January 2020.

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Ray Towry, City Manager, City Elections Officer

STATE OF OREGON  
CITY OF SWEET HOME

## CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn  
County on the 3<sup>rd</sup> day of November, 2020, that  
DAVE TRASK was duly elected

**CITY OF SWEET HOME, CITY COUNCILOR**

For a term of 4 years.

Witness my hand and City seal this 12th day of January 2020.

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Ray Towry, City Manager, City Elections Officer

STATE OF OREGON  
CITY OF SWEET HOME

## CERTIFICATE OF ELECTION

I hereby certify that at the General Election held in Linn  
County on the 3<sup>rd</sup> day of November, 2020, that  
DYLAN RICHARDS was duly elected

**CITY OF SWEET HOME, CITY COUNCILOR**

For a term of 2 years.

Witness my hand and City seal this 12th day of January 2020.

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Ray Towry, City Manager, City Elections Officer



# CITY OF SWEET HOME CITY COUNCIL MINUTES

December 08, 2020, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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

## Mission Statement

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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 Cortney Nash  
Councilor Dave Trask  
Councilor James Goble  
Councilor Lisa Gourley  
Councilor Susan Coleman

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

## STAFF

City Manager Ray Towry

Finance Director Brandon Neish

Community and Economic Development Director Blair Larsen

Police Chief Jeff Lynn (video)

Communications Specialist Lagea Mull

Administrative Assistant Julie Fisher (video)

Public Works Director Greg Springman (video)

City Attorney Robert Snyder

## MEDIA

Kelly Kenoyer (video)

### **Consent Agenda:**

- a) Excuse Councilor Nash from 2020-11-01 Special Meeting  
Motion to approve the absence of Councilor Nash from the City Council 12-01-2020 Work Session  
Motion made by Councilor Trask, Seconded by Councilor Goble.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

### Approval of Minutes:

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

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

- a) 2020-10-22 City Council Training (pg. 4)
- b) 2020-11-24 City Council Minutes (pg. 6)
- c) 2020-12-01 Executive Session (pg. 11)
- d) 2020-12-01 City Council Meeting - SP (pg. 13)

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

City Manager Towry explained to the audience how to participate and be heard during the meeting using the MS Teams platform.

Mayor Mahler presented Councilor Cortney Nash and Councilor James Goble an appreciate award for their service and dedication to our community while serving on City Council. Their terms will expire at the end of the month.

### **Old Business:**

- a) Request for Council Action – City Attorney Contract (pg. 16)  
City Attorney Robert Snyder explained the employment contract is a combination of Charter, budget document, and covers what the City Attorney has been currently doing.  
Motion made by President Pro Tem Gerson, Seconded by Councilor Gourley. Roll Call Vote.  
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Nash, Councilor Trask, Councilor Goble, Councilor Gourley, Councilor Coleman

- b) Request for Council Action - City Manager Contract (pg. 21)

City Manager Ray Towry presented the Contract for the City Manager. There have been no changes from the previous contract.

Motion made by Councilor Gourley, Seconded by Councilor Coleman.

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

### **New Business:**

- a) Proclamation Declaration of Candidacy and Canvassing of Election (pg. 38)

Mayor Mahler read the proclamation Declaration of Candidacy and Canvassing of Election.

- b) Proclamation Canvassing of the Voting on the Police Levy Measure (pg. 41)

Mayor Mahler read the proclamation Canvassing of the Voting on the Police Levy Measures.

- c) Canvassing of the Voting on the Library Levy Measure (pg. 43)

Mayor Mahler read the proclamation Canvassing of the Voting on the Library Levy Measure.

### **Ordinance Bills**

#### Request for Council Action and First Reading of Ordinance Bills

- a) Request for Council Action - Ordinance No. 12 for 2020 - Business License Ordinance (pg. 45)

CEDD Blair Larsen explained changes were made as request from Council. One business owner has submitted written comment.

Cortney Nash stated he didn't understand the need for the business information. CEDD Larsen stated this year it has been extremely hard to contact businesses to let them know of COVID resources. The Ordinance will make it required for businesses to give their information. CEDD reported he has not had any opposition from any of the businesses he has had contact with. Councilor Gourley stated she has had several businesses that have reached out to her and are very irritated about more regulations stating the Fire Department has their information already. Mayor Mahler stated the Fire Department does not have all of the business owner information. Mayor Mahler added that he has received several calls as well of business owners that are not in favor of the ordinance. City Manager Ray Towry stated a lot of the frustration is the terms "license" or "ordinance" and stated when people understand the purpose is simple to be able to aid businesses by giving them resources, they are more open to it. Councilor Goble stated he is in favor of the ordinance; however, he feels it should not be mandatory and should be a volunteer program. Mayor Mahler and Councilor Coleman both agreed that a volunteer program might be best for the community. CEDD Larsen explained that a voluntary program would be handled internal by staff and would not need an ordinance. The ordinance died for lack of motion.

#### Second Reading of Ordinance Bills

- a) Request for Council Action - Ordinance No. 13 for 2020 -Vacant Building Ordinance (pg. 53)

Ordinance No. 13 for 2020 was read by title only.

There were questions from staff on language and meaning of the ordinance.

Motion to move Ordinance No. 13 for 2020 to third and final reading. Motion made by Councilor Gourley, Seconded by Councilor Coleman.

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

Voting Nay: President Pro Tem Gerson,

Councilor Goble made a motion to reconsider, he misunderstood the motion. Seconded Councilor Nash. Discussion on whether or not to reconsider. Councilor Gerson stated there are duplicates throughout the ordinance. Mayor Mahler directed staff to review to be sure there is no redundancy.

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

Motion to move the ordinance to third and final reading as is  
Motion made by Councilor Gourley, Seconded by Councilor Goble.  
Voting Yea: Mayor Mahler, Councilor Trask, Councilor Goble, Councilor Coleman  
Voting Nay: President Pro Tem Gerson, Councilor Nash, Councilor Gourley

Third Reading of Ordinance Bills (Roll Call Vote Required)

### **Reports of Committees:**

Administrative and Finance/Property

Charter Review Committee

Park and Tree Committee

Youth Advisory Council

Chamber of Commerce

Councilor Gerson reported the Chamber of Commerce will meet Thursday.

Council of Governments

Area Commission on Transportation

Solid Waste Advisory Council

Ad Hoc Committee on Health

Legislative Committee

### **Reports of City Officials:**

Mayor's Report

Mayor Mahler presented Councilor Cortney Nash and Councilor James Goble an appreciation award for their service and dedication to our community while serving on City Council. Their terms will expire at the end of the month. Mayor Mahler encouraged both Councilors to stay involved in the City.

City Manager's Report

City Manager Ray Towry stated he appreciates both Councilor Goble and Councilor Nash. Councilor Goble thanked the Council.

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

Library Services Director

- a) Library Monthly Report - November 2020 (pg. 77)

A written report was included in the packet.

Community and Economic Development Director

- a) CEDD November Report (pg. 79)

Public Works Director

- a) Public Works Department Monthly Report - November 2020 (pg. )

City Attorney

**Council Business for Good of the Order**

Finance Director Neish stated tomorrow is Shut Off Day and there are about 100 accounts on the list. Arrangements are still being made for those who need it.

Mayor Mahler thanked Chief Lynn and the department for their good works. Mayor Mahler thanked everyone for the past year and wished them a healthy, happy holiday.

- a) Comcast Customer Fees (pg. 87)

**Adjournment**

The meeting adjourned at 7:51 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Refinancing of existing City Debt for Wastewater and Water Treatment Systems

**Preferred Agenda:** January 12, 2021

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

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

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

**Relevant Code/Policy:** Local Contract Review Board Rules of Procedure

**Towards Council Goal:** Goal 1.2(c): Increase community awareness of infrastructure needs and appropriate planning documents  
Goal 2.5: Continue to implement strong financial “best” practices

**Attachments:** Municipal Bonds: Understanding Credit Risk (U.S. Securities & Exchange Commission)  
Debt 101: Issuing Bonds and Your Continuing Obligations (Government Finance Officers Association)  
Resolution No. 29 for 2020

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## **Purpose of this RCA:**

The original Resolution, Resolution No. 29 for 2020 misstated one of the loans under consideration for refinancing. This RCA seeks to amend Resolution No. 29 for 2020 for compliance.

## **\*\*Original text below\*\***

To review Resolution No. 29 for 2020, authorizing the Finance Director to refinance existing City debt.

## **Background/Context:**

The City has \$15.6 million in existing debt related to the wastewater collections and water treatment systems. There are five loans that the City pays annually which were obtained with total payments of approximately \$1.4 million. The proposal included allows the City to refinance \$6.5 million in debt to obtain a lower interest rate, saving the City an estimated \$1.5 million over the life of the loans. The additional loans (\$9.1 million) are currently financed with interest rates at or below current interest rates and does not make sense to refinance at this time.

Three loans exist through the State’s Clean Water State Revolving Fund which were leveraged by the City to complete work on the sewer collection system. The work completed reduced the City’s inflow and infiltration (I&I) into the wastewater treatment plant and allows for better flow

through City sewer pipes. As the City’s infrastructure ages, the collection pipes crack and allow for groundwater to slip into the pipes. Per Oregon Department of Environmental Quality (DEQ) estimates, this can add 7-9 million gallons of sewer flow per day to the Wastewater Treatment Plant which was not designed to handle this volume. Among other issues with the treatment plant necessitating the City’s need to rehabilitate and expand the plant, the I&I work was done to reduce the risk of overflow events at City manholes and other locations within the sewer system. In total, the City incurred \$14.8 million in loans to complete this work which has been hailed at a state and national level. For the purposes of this refinancing, the City would be looking for \$4.1 million in loans on a remaining balance of \$7.1 million. The remainder has a zero percent interest rate and would not be refinanced under this proposal.

Two loans exist from the Oregon Economic & Community Development Department (now Business Oregon) which the City took on to pay for the construction of the current Water Treatment facility completed in 2009. The City borrowed \$10.7 million for the construction of the plant and currently owes \$7.5 million with a payoff scheduled for fiscal year 2035. The original loan for the treatment plant was issued at a repayment rate of 1% while a secondary loan (amendment) was obtained due to cost overruns. That loan had a varying rate of 2-4%. This is the component which the City would be refinancing to reduce the rate. The refinancing of \$2.4 million would be added to the \$4.1 million in sewer refinancing.

| Fund          | Debt Name | Existing Interest Rate | Remaining Interest Cost | New Interest Rate | Revised Interest Cost | Interest Savings   |
|---------------|-----------|------------------------|-------------------------|-------------------|-----------------------|--------------------|
| Water         | G04003    | 2-4%                   | \$ 832,416              | ~1.7%             | \$343,682             | (\$488,734)        |
| Wastewater    | R89750    | 3.14%                  | \$ 109,436              | ~1.7%             | \$63,868              | (\$ 45,568)        |
| Wastewater    | R89751    | 2.90%                  | \$ 476,583              | ~1.7%             | \$299,004             | (\$177,579)        |
| <b>Totals</b> |           |                        | <b>\$1,418,435</b>      |                   | <b>\$706,554</b>      | <b>(\$711,881)</b> |

The City has been working with D.A. Davidson Companies, an investment and financial planning firm, on the details of a possible refinancing of City debt. The current recommendation from D.A. Davidson is to issue full-faith and credit bonds, which obligates the City to repay a debt through any means and resources available. These bonds, at the time of review, would carry a repayment rate near 1.7% for all three loans being refinanced and would save an estimated \$700k over the remaining life of the loans (sewer in 2025 and 2031 and water in 2034). The other option for this type of transaction is to issue a revenue bond. A revenue bond attaches the loans to the revenue generated through user fees. In the event the user fees cease due to an unanticipated event, the City would be absolved of the responsibilities of the loans. While there is an obvious benefit to this, the rates for such a loan are generally higher than a full-faith and credit bond for which all City resources are fair game for the repayment. Additional information regarding municipal bonds and information on issuing debt has been attached for Council’s review to facilitate the discussion on this matter.

**The Challenge/Problem:**

What is the best approach for municipal debt financing that ensures the “most good, for the most people, for the longest period of time?”

**Stakeholders:**

- **Sweet Home Citizens & Businesses** – Through water and sewer utility fees, citizens and businesses are paying for the infrastructure that exists to deliver water to their homes/businesses and carry wastewater away. These stakeholders have a major stake in debt financing as this directly impacts the rates, they pay for the services they receive. A reduction in loan rates could provide much needed relief to utility rates.

- Sweet Home City Council – The City Council is charged with making decisions that do the most good, for the most people, for the longest period of time. This decision has lasting impacts on utility fees and long-term implications water and wastewater systems in the City. Additionally, reducing debt payments will benefit the City as additional debt will be necessary to complete the rehabilitation and expansion of the existing Wastewater Treatment Plant.
- Sweet Home staff – It is the responsibility of staff to ensure that residents and businesses are receiving the best services at the optimum price. Lowering annual debt service payments has a direct effect on staff's abilities to deliver services at a maximum benefit for consumers while focusing on the future.

**Issues and Financial Impacts:**

Refinancing the existing loans provides a direct benefit to the City's overall budget for the water and wastewater operations budgets and extends the viability for those funds for future system needs or rate buy-downs for customers. Alternatively, there are costs associated with refinancing existing debt, including staff time for annual reports and the issuance of bonds. Over the life of the loans we could save the ratepayers \$700k.

**Elements of a Stable Solution:**

A decision on next steps regarding existing debt is important as the City reaches a critical junction regarding utility fees long-term.

**Options:**

1. Do Nothing – The existing resolution adopted during the City Council meeting on November 10, 2020 shall stand resulting in approximately \$2.3 million in existing loans that will not be refinanced.
2. Move to amend Resolution No. 29 for 2020 – The original resolution stated that loan S04002 was under consideration for refinancing. Instead, the loan to be refinanced, in addition to R89750 and R89751, should have been G04003, a loan from the Oregon Economic and Community Development Department (now Business Oregon) with an outstanding balance of approximately \$2.3 million.

**Recommendation:**

Staff recommends option 2, move to amend Resolution No. 29 for 2020.

## Resolution No. 29 for 2020

### A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FULL FAITH AND CREDIT FINANCING AGREEMENT FOR THE PURPOSE OF REFINANCING OUTSTANDING OBLIGATIONS OF THE CITY; DESIGNATING AN AUTHORIZED REPRESENTATIVE, PLACEMENT AGENT/UNDERWRITER AND SPECIAL COUNSEL; AND RELATED MATTERS.

WHEREAS, the City of Sweet Home, Linn County, Oregon (herein the "City"), is authorized by Oregon Revised Statutes (ORS) Sections 271.390 and 287A.315 to (i) enter into financing agreements to refinance real and personal property that the City determines is needed, (ii) pledge its full faith and credit and, (iii) pay the costs of issuance of such financing agreements; and,

WHEREAS, on or about December 23, 2002, the City entered into a Clean Water State Revolving Fund Loan Agreement R89750, as amended by Amendment No. 1 dated August 1, 2003 and Amendment No. 2 dated February 13, 2004, in the revised principal amount of \$4,000,000 (herein the "R89750 Loan") to finance improvements to the City's sewer collection system; and,

WHEREAS, on or about April 1, 2005, the City entered into a Clean Water State Revolving Fund Loan Agreement R89751, as amended by Amendment No. 1 dated April 30, 2005, Amendment No. 2 dated January 31, 2006, Amendment No. 3 dated August 24, 2007 and Amendment No. 4 dated November 22, 2013, in the revised principal amount of \$4,667,024 (herein the "R89751 Loan") to finance improvements to the City's sewer collection system; and

WHEREAS, on or about September 22, 2004, the City entered into a Safe Drinking Water Revolving Loan Fund Financial Assistance Contract ~~S04002-G04003~~ in the revised principal amount of \$4,030,000 (herein the "~~S04002-G04003~~ Loan") to finance a new water treatment plant; and

WHEREAS, the R89750 Loan and R89751 Loan may be prepaid without penalty in whole or in part upon 24 hours prior written notice; and,

WHEREAS, the ~~S04002-G04003~~ Loan may be prepaid without penalty in whole or in part upon five (5) business days' notice to the State; and,

WHEREAS, the City is advised refinancing the R89750 Loan, the R89751 Loan and the ~~S04002-G04003~~ Loan will result in debt service savings to the City; and,

WHEREAS, the City desires to refinance the R89750 Loan, the R89751 Loan and ~~S04002-G04003~~ Loan (collectively, the "Loans"); and,

WHEREAS, the City desires to authorize the execution and delivery of one or more financing agreements and escrow agreements to refinance the Loans and related matters; and,

WHEREAS, the estimated weighted average life of the financing agreements will not exceed the estimated dollar weighted average life of that portion of the facilities financed with the Loans being refinanced.

#### THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME RESOLVES AS FOLLOWS:

##### Section 1. Authorization. The City Council hereby authorizes:

- A. Financing Agreement. The City authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreement") in a form satisfactory to the Authorized Representative (defined herein). The aggregate principal amount of the Financing Agreement shall be in an amount sufficient to refinance the Loans and pay the costs of issuance of the Financing Agreement. The Financing Agreement may consist of one or more financing agreements and may be issued as taxable and/or tax-exempt obligations at an interest rate not to exceed four percent (4.0%) per annum as determined by the Authorized Representative and shall mature not later than sixteen (16) years from the date of issuance on date(s) set by the Authorized Representative.
- B. Method of Sale. The Financing Agreement may be entered into directly with a lender (a "Private Placement") or obligations representing the principal amount payable under the Financing Agreement may be sold to an

underwriter by negotiated or competitive sale (a "Public Offering"), as determined by the Authorized Representative.

- C. Private Placement. The Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.
- D. Public Offering. The City authorizes the issuance and sale of Full Faith and Credit Obligations, Series 2020 (the "Series 2020 Obligations" or such other name approved by the Authorized Representative, as defined below) which shall be issued by the escrow agent, for and on behalf of the City, representing the principal amount payable under the Financing Agreement. The Series 2020 Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The City authorizes the execution and delivery of one or more escrow agreements between the City and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Series 2020 Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the City's Financing Payments under the Financing Agreement.

## **Section 2. Security.**

The Financing Agreement shall be a full faith and credit obligation of the City payable from the lawfully available, non-restricted funds of the City, including the unspent proceeds of the Financing Agreement, and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon.

## **Section 3. Designation of Authorized Representative.**

The City Council hereby authorizes the City Manager and the Finance Director (the "Authorized Representative") to act as the authorized representatives on behalf of the City and determine the remaining terms of the Financing Agreement as delegated herein.

## **Section 4. Delegation of Final Terms of the Financing Agreement and Additional Documents.**

The Authorized Representative is authorized, on behalf of the City, to:

- A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender;
- B. establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, denominations, and all other terms under which the Financing Agreement and Series 2020 Obligations shall be issued, sold, executed, and delivered;
- C. negotiate the terms and approve of the Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the Financing Agreement and the Escrow Agreement;
- D. deem final, approve of and authorize the distribution of any preliminary and final Official Statements to prospective purchasers of the Series 2020 Obligations;
- E. determine whether the Series 2020 Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Series 2020 Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;
- F. apply for ratings for the Series 2020 Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;
- G. determine if the Financing Agreement will be issued on a tax-exempt basis and/or a taxable basis; and all other terms of the Financing Agreement and approve, execute and deliver the Financing Agreement;
- H. designate the Financing Agreement and the Series 2020 Obligations as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") if they qualify for such designation;

- I. approve, execute and deliver a Tax Certificate for that portion of the Financing Agreement issued on a tax-exempt basis;
- J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Series 2020 Obligations;
- K. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Series 2020 Obligations;
- L. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and Series 2020 Obligations in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to refinance the Loans with the Financing Agreement in accordance with this Resolution; and
- M. take any other actions which the Authorized Representative determines are necessary or desirable to refinance the Loans in accordance with this Resolution.

**Section 5. Maintenance of Tax-Exempt Status.**

The City hereby covenants for the benefit of the Owners of the Financing Agreement issued on a tax-exempt basis to use the Financing Agreement proceeds and the facilities refinanced with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on the Financing Agreement will not be includable in gross income of the Owners of such Financing Agreement for federal income tax purposes. The City makes the following specific covenants with respect to the Code:

- A. The City will not take any action or omit any action if it would cause the Financing Agreement to become "arbitrage bonds" under Section 148 of the Code.
- B. The City shall operate the facilities refinanced with a tax-exempt Financing Agreement so that the Financing Agreement does not become a "private activity bond" within the meaning of Section 141 of the Code.
- C. The City shall comply with appropriate Code reporting requirements.
- D. The City shall pay, when due, all rebates and penalties with respect to the Financing Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the Financing Agreement shall constitute contracts with the owners of the Financing Agreement, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement.

**Section 6. Conditional Notice of Optional Redemption.**

Any notice of optional redemption to the Paying Agent or to the Owners may state that the optional redemption is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price of such Series 2020 Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Paying Agent to affected Series 2020 Owners of Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

**Section 7. Defeasance.**

The City may defease the Series 2020 Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Series 2020 Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Series 2020 Obligations until their maturity date or any earlier redemption date. Series 2020 Obligations which have been defeased pursuant to this Resolution shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

**Section 8. Appointment of Independent Municipal Financial Advisor**

If it is deemed advisable by the Authorized Representative, the Authorized Representative is authorized to appoint an independent municipal financial advisor to the City.

**Section 9. Appointment of Placement Agent/Underwriter.**

The City appoints D.A. Davidson & Co. as placement agent/underwriter for the issuance of the Financing Agreement and the Series 2020 Obligations.

**Section 10. Appointment of Special Counsel.**

The City appoints Mersereau Shannon LLP as special counsel to the City for the issuance of the Financing Agreement and the Series 2020 Obligations.

**Section 11. Continuing Disclosure.**

The City covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

**Section 12. Preliminary and Final Official Statement.**

The City may prepare or cause to be prepared a preliminary official statement for the Series 2020 Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the Series 2020 Obligations no later than the seventh (7th) business day after the sale of the Series 2020 Obligations. When the City determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

**Section 13. Closing of the Financing Agreement.**

The Authorized Representative is authorized to negotiate the terms and conditions of a term sheet or commitment letter in the case of a Private Placement or a purchase agreement in the case of a Public Offering. The Authorized Representative is authorized to execute the commitment letter or the purchase agreement, as the case may be, for and on behalf of the City and to execute such additional documents, including a Tax Certificate, and to perform any and all other things or acts necessary for the sale and delivery of the Financing Agreement or Series 2020 Obligations as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Council of the City.

**Section 14. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the Financing Agreement or Series 2020 Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Financing Agreement or Series 2020 Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection

and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Financing Agreement and Series 2020 Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

**Section 15. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the City.

This resolution shall take effect upon its passage and approval.

PASSED by the Council and approved by the Mayor ~~this on the~~ 10<sup>th</sup> day of November, 2020 ~~and amended by the Council and approved by the Mayor this 12<sup>th</sup> day of January, 2021.~~

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Mayor

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City Manager – Ex Officio City Recorder

## Resolution No. 29 for 2020

### A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FULL FAITH AND CREDIT FINANCING AGREEMENT FOR THE PURPOSE OF REFINANCING OUTSTANDING OBLIGATIONS OF THE CITY; DESIGNATING AN AUTHORIZED REPRESENTATIVE, PLACEMENT AGENT/UNDERWRITER AND SPECIAL COUNSEL; AND RELATED MATTERS.

WHEREAS, the City of Sweet Home, Linn County, Oregon (herein the "City"), is authorized by Oregon Revised Statutes (ORS) Sections 271.390 and 287A.315 to (i) enter into financing agreements to refinance real and personal property that the City determines is needed, (ii) pledge its full faith and credit and, (iii) pay the costs of issuance of such financing agreements; and,

WHEREAS, on or about December 23, 2002, the City entered into a Clean Water State Revolving Fund Loan Agreement R89750, as amended by Amendment No. 1 dated August 1, 2003 and Amendment No. 2 dated February 13, 2004, in the revised principal amount of \$4,000,000 (herein the "R89750 Loan") to finance improvements to the City's sewer collection system; and,

WHEREAS, on or about April 1, 2005, the City entered into a Clean Water State Revolving Fund Loan Agreement R89751, as amended by Amendment No. 1 dated April 30, 2005, Amendment No. 2 dated January 31, 2006, Amendment No. 3 dated August 24, 2007 and Amendment No. 4 dated November 22, 2013, in the revised principal amount of \$4,667,024 (herein the "R89751 Loan") to finance improvements to the City's sewer collection system; and

WHEREAS, on or about September 22, 2004, the City entered into a Safe Drinking Water Revolving Loan Fund Financial Assistance Contract G04003 in the revised principal amount of \$4,030,000 (herein the "G04003 Loan") to finance a new water treatment plant; and

WHEREAS, the R89750 Loan and R89751 Loan may be prepaid without penalty in whole or in part upon 24 hours prior written notice; and,

WHEREAS, the G04003 Loan may be prepaid without penalty in whole or in part upon five (5) business days' notice to the State; and,

WHEREAS, the City is advised refinancing the R89750 Loan, the R89751 Loan and the G04003 Loan will result in debt service savings to the City; and,

WHEREAS, the City desires to refinance the R89750 Loan, the R89751 Loan and G04003 Loan (collectively, the "Loans"); and,

WHEREAS, the City desires to authorize the execution and delivery of one or more financing agreements and escrow agreements to refinance the Loans and related matters; and,

WHEREAS, the estimated weighted average life of the financing agreements will not exceed the estimated dollar weighted average life of that portion of the facilities financed with the Loans being refinanced.

#### THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME RESOLVES AS FOLLOWS:

**Section 1. Authorization.** The City Council hereby authorizes:

- A. Financing Agreement. The City authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreement") in a form satisfactory to the Authorized Representative (defined herein). The aggregate principal amount of the Financing Agreement shall be in an amount sufficient to refinance the Loans and pay the costs of issuance of the Financing Agreement. The Financing Agreement may consist of one or more financing agreements and may be issued as taxable and/or tax-exempt obligations at an interest rate not to exceed four percent (4.0%) per annum as determined by the Authorized Representative and shall mature not later than sixteen (16) years from the date of issuance on date(s) set by the Authorized Representative.
- B. Method of Sale. The Financing Agreement may be entered into directly with a lender (a "Private Placement") or obligations representing the principal amount payable under the Financing Agreement may be sold to an

underwriter by negotiated or competitive sale (a “Public Offering”), as determined by the Authorized Representative.

- C. **Private Placement.** The Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.
- D. **Public Offering.** The City authorizes the issuance and sale of Full Faith and Credit Obligations, Series 2020 (the “Series 2020 Obligations” or such other name approved by the Authorized Representative, as defined below) which shall be issued by the escrow agent, for and on behalf of the City, representing the principal amount payable under the Financing Agreement. The Series 2020 Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The City authorizes the execution and delivery of one or more escrow agreements between the City and the escrow agent (the “Escrow Agreement”), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Series 2020 Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the City’s Financing Payments under the Financing Agreement.

## **Section 2. Security.**

The Financing Agreement shall be a full faith and credit obligation of the City payable from the lawfully available, non-restricted funds of the City, including the unspent proceeds of the Financing Agreement, and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon.

## **Section 3. Designation of Authorized Representative.**

The City Council hereby authorizes the City Manager and the Finance Director (the “Authorized Representative”) to act as the authorized representatives on behalf of the City and determine the remaining terms of the Financing Agreement as delegated herein.

## **Section 4. Delegation of Final Terms of the Financing Agreement and Additional Documents.**

The Authorized Representative is authorized, on behalf of the City, to:

- A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender;
- B. establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, denominations, and all other terms under which the Financing Agreement and Series 2020 Obligations shall be issued, sold, executed, and delivered;
- C. negotiate the terms and approve of the Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the Financing Agreement and the Escrow Agreement;
- D. deem final, approve of and authorize the distribution of any preliminary and final Official Statements to prospective purchasers of the Series 2020 Obligations;
- E. determine whether the Series 2020 Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Series 2020 Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;
- F. apply for ratings for the Series 2020 Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;
- G. determine if the Financing Agreement will be issued on a tax-exempt basis and/or a taxable basis; and all other terms of the Financing Agreement and approve, execute and deliver the Financing Agreement;
- H. designate the Financing Agreement and the Series 2020 Obligations as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) if they qualify for such designation;

- I. approve, execute and deliver a Tax Certificate for that portion of the Financing Agreement issued on a tax-exempt basis;
- J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Series 2020 Obligations;
- K. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Series 2020 Obligations;
- L. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and Series 2020 Obligations in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to refinance the Loans with the Financing Agreement in accordance with this Resolution; and
- M. take any other actions which the Authorized Representative determines are necessary or desirable to refinance the Loans in accordance with this Resolution.

### **Section 5. Maintenance of Tax-Exempt Status.**

The City hereby covenants for the benefit of the Owners of the Financing Agreement issued on a tax-exempt basis to use the Financing Agreement proceeds and the facilities refinanced with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on the Financing Agreement will not be includable in gross income of the Owners of such Financing Agreement for federal income tax purposes. The City makes the following specific covenants with respect to the Code:

- A. The City will not take any action or omit any action if it would cause the Financing Agreement to become “arbitrage bonds” under Section 148 of the Code.
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- C. The City shall comply with appropriate Code reporting requirements.
- D. The City shall pay, when due, all rebates and penalties with respect to the Financing Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the Financing Agreement shall constitute contracts with the owners of the Financing Agreement, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement.

### **Section 6. Conditional Notice of Optional Redemption.**

Any notice of optional redemption to the Paying Agent or to the Owners may state that the optional redemption is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price of such Series 2020 Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Paying Agent to affected Series 2020 Owners of Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

### **Section 7. Defeasance.**

The City may defease the Series 2020 Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Series 2020 Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Series 2020 Obligations until their maturity date or any earlier redemption date. Series 2020 Obligations which have been defeased pursuant to this Resolution shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

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If it is deemed advisable by the Authorized Representative, the Authorized Representative is authorized to appoint an independent municipal financial advisor to the City.

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## **Section 11. Continuing Disclosure.**

The City covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

## **Section 12. Preliminary and Final Official Statement.**

The City may prepare or cause to be prepared a preliminary official statement for the Series 2020 Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the Series 2020 Obligations no later than the seventh (7th) business day after the sale of the Series 2020 Obligations. When the City determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

## **Section 13. Closing of the Financing Agreement.**

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## **Section 14. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the Financing Agreement or Series 2020 Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Financing Agreement or Series 2020 Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection

and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Financing Agreement and Series 2020 Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

**Section 15. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the City.

This resolution shall take effect upon its passage and approval.

PASSED by the Council and approved by the Mayor on the 10<sup>th</sup> day of November, 2020 and amended by the Council and approved by the Mayor this 12<sup>th</sup> day of January, 2021.

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Mayor

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City Manager – Ex Officio City Recorder



# SEC

OFFICE of INVESTOR  
EDUCATION and ADVOCACY

## INVESTOR BULLETIN

# Municipal Bonds: Understanding Credit Risk

*The SEC's Office of Investor Education and Advocacy is issuing this Investor Bulletin to help educate investors about assessing credit risks they face when purchasing municipal bonds, which may also be called notes or certificates of participation. Credit risk—or default risk—is the risk that interest and/or principal on the securities will not be paid on time and in full. Investors need to know who is responsible for repayment of the securities and the financial condition of that entity to assess the credit risk and decide whether to purchase the securities. It is important to look beyond the short-hand label given to a municipal bond, such as “general obligation bond” or “revenue bond,” or the bond’s credit rating. Investors should read the disclosure document, known as the “official statement,” which provides important details about the offering, including the factors described below.*

## What are Municipal Bonds?

Municipal bonds are debt securities issued by states, cities, counties and other governmental entities to fund day-to-day obligations and to finance capital projects such as building schools, highways or sewer systems. By purchasing municipal bonds, you are in effect lending money to the issuer in exchange for a promise of regular interest payments, usually semi-annually, and the return of the original investment—or principal. The entity responsible for repaying the principal and

interest on the bonds may be the issuer, or an underlying borrower, known as the obligor or “obligated person.” Obligors could be another governmental entity, a for-profit firm, or a non-profit entity. The date on which the principal is scheduled to be repaid, known as the security’s maturity date, may be years in the future.

Generally, the interest on municipal bonds is exempt from federal income tax. The interest may also be exempt from state and local taxes if you reside in the state where the bond is issued or if issued by a U.S. territory, such as Puerto Rico. Given the tax benefits, the interest on municipal bonds is usually lower than on taxable fixed-income securities such as corporate bonds.

## Factors investors should consider when assessing the credit risk of municipal bonds:

### 1. Types of Municipal Bonds

The type of municipal bond issued affects both the risk of default and the value of the municipal bond. Repayment may come from the issuer, an obligor, or from a single tax or revenue source. There are two major types of municipal bonds: “general obligation bonds” and

“revenue bonds.” Because these types come in many varieties, you should look beyond the short-hand label when deciding whether to purchase.

- **General obligation bonds** are issued by governmental entities and are not backed by revenues from a specific project or source. Some general obligation bonds are backed by dedicated taxes on real property and, on occasion, other taxes. Other general obligation bonds are payable from general funds and are often referred to as backed by the “full faith and credit” of the governmental entity. While in many instances “general obligation” means that the issuer or other governmental entity responsible for repaying the bonds has the unlimited authority to tax residents to pay bondholders, in other cases, the issuer or other governmental entity may have limited or no taxing authority. ***Investors should carefully read the official statement describing the general obligation bond before making an investment decision.***
- **Revenue bonds** are backed by revenues from a specific project or source. There is a wide diversity of types of revenue bonds, each with unique credit characteristics. For example, municipal entities frequently issue securities on behalf of other borrowers such as non-profit colleges or hospitals or certain for-profit entities. These underlying “conduit” borrowers typically agree to repay the issuer, who pays the interest and principal on the securities solely from the “revenue” provided by the conduit borrower. ***Investors should carefully read the official statement describing the revenue bond, and understand both the identity of the conduit borrower, if any, and what revenues are actually pledged to back the bonds, before making an investment decision.***

## 2. Non-Recourse Financings

Some revenue bonds are “non-recourse,” meaning that if the revenue stream dries up, or if payments on the bonds are otherwise not paid, the bondholders do not have a claim on the underlying revenue source or against the conduit borrower. In instances where a conduit borrower fails to make a payment to the municipal issuer, the issuer is usually not required to pay the bondholders. *For these reasons, it is essential to understand the source of the revenues that will be used to repay the bonds.*

## 3. Purpose of the Financing

Municipal bond default rates vary considerably depending on a variety of factors, including the types of bonds issued and whether the ultimate obligor is a municipal entity or a non-municipal entity (i.e., a conduit borrower). For example, if you are considering purchasing municipal securities that finance speculative projects, including those involving for-profit businesses, pay close attention to the potential risks involved. The official statement for this kind of offering usually will include a feasibility study showing the key assumptions made in evaluating the project. Understanding those assumptions can help you evaluate the risks.

## 4. Financial Condition of the Issuer or Other Obligor

A key concern is whether the issuer or other obligor will be able to pay interest and principal in full. To evaluate the financial condition of the issuer or other obligor, consider (among other things):

- Debt and other longer-term liabilities payable from or impacting the same source of revenue as the bonds, including, if applicable, pension and other post-employment benefit obligations of the municipal bond issuer;

- The underlying local economy, including employment, income, wealth, and tax burden; and
- The audited financial statements of the issuer or obligor, including both revenues and expenses.

## 5. Other Sources of Funds to Pay Principal and Interest

While some municipal bonds are general obligation bonds, others are repaid not by an issuer or other obligor, but from a specific payment stream. You should evaluate the viability of the sources of revenue to be used to make these payments. In evaluating the source of payment for the bonds, you should consider (among other things):

- Economic or social trends that may limit demand for particular goods or services (such as gasoline or cigarettes) when those goods or services are being taxed to fund the repayment of the securities; and
- Statutory limits on raising revenues, such as the need for voter approval.

## What are Credit Ratings?

While some investors find it helpful to consider credit ratings when making an investment decision, it is important that you not rely solely on credit ratings when deciding whether to purchase municipal bonds.

***Investors need to undertake their own independent review of the municipal bonds' risk by reading the official statement and other relevant information described below.***

Credit ratings are assessments of municipal bonds' credit risk at a particular point in time. You should be aware that because credit ratings may change over time, the credit rating found on the official statement may not be the credit rating of the municipal bonds if you purchase them on a subsequent date. Investors should

also be aware that, in general, credit rating agencies are paid by the issuer whose municipal bonds they are rating.

Credit ratings are only assessments by credit rating agencies of the credit risk associated with a municipal bond. Each credit rating agency evaluates credit risk based on its own standards, applies its own ratings methodology, and weighs the various factors in the methodology differently. Credit ratings are not investment advice, guarantees of credit quality or of future credit risk, or indications that an investment is suitable. They are designed to address only one aspect of an investment decision—credit risk. As an investor, you may or may not agree with the credit rating.

## Where should I look for information regarding municipal securities?

In most cases, official statements as well as updated information regarding the issuer and the municipal bonds can be found on the Electronic Municipal Market Access (EMMA) website, [www.emma.msrb.org](http://www.emma.msrb.org). The issuer's financial information is often updated each year. In addition, many municipal bond issuers provide "material event notices" that contain information concerning, among other things, delinquent principal and interest payments, other types of defaults, rating changes, events impacting the tax status of the securities, and bond redemptions or calls. EMMA also has some credit ratings information.

Often, the official statement contains a section titled "investment risk factors" or "investment considerations," which provides information relevant to your investment decision. In addition, pertinent financial information regarding the issuer generally may be found in an appendix attached to the official statement. This publication focuses on credit risk. Investments in municipal bonds entail other risks, such as call risk, interest rate risk, inflation risk, and liquidity risk. Please refer to the material listed below for more information on these risks.

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## Related Information

[Investor Bulletin: Municipal Bonds](http://www.sec.gov/investor/alerts/municipal-bonds.htm) (available at <http://www.sec.gov/investor/alerts/municipal-bonds.htm>)

[FINRA and MSRB Investor Alert: Municipal Bonds—Staying on the Safe Side of the Street in Rough Times](http://www.finra.org/investors/protectyourself/investoralerts/bonds/p118923) (available at <http://www.finra.org/investors/protectyourself/investoralerts/bonds/p118923>)

The Office of Investor Education and Advocacy has provided this information as a service to investors. It is neither a legal interpretation nor a statement of SEC policy. If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law.





# DEBT 101: Issuing Bonds and Your Continuing Obligations



Issuing debt results in major responsibilities that many public finance professionals undertake with limited experience and typically as a secondary or tertiary responsibility to their main duties of preparing the budget, meeting payroll deadlines, issuing the CAFR, or addressing the hundreds of other assignments that come up from time-to-time. But issuing debt and the responsibilities that follow once the bond sale is complete cannot be taken lightly and possibly could create an unanticipated burden not foreseen at the beginning of the process.

This document provides the reader with a basic understanding of what a bond is, who the typical players are, what you need to be thinking about from a legal standpoint, what are the structuring considerations, how bonds get sold, your responsibilities during and, as important, following the bond sale so long as the bonds remain outstanding, and will also provide a brief overview of alternative financing products. This document is not going to make you an expert; however, will provide you with a framework from which to understand the mechanics and responsibilities that come with going to the public markets. In addition, references are provided to more detailed Best Practices, Advisories and other resources. The GFOA strongly advises that issuers wishing to proceed with a debt financing review these resources as well.

## Getting Ready to Issue a Bond

Governmental entities have been using debt (most often in the form of “municipal bonds”) for over 200 years to fund public infrastructure such as government buildings, water distribution systems, schools, police stations and many other projects that require significant capital investment. When a government issues debt (Issuers), it receives an infusion of cash to build a project; in return the government repays the bond purchasers (Investors) over time, plus interest. By using debt, the government can complete a capital project today with a repayment schedule that spreads the cost of that project over its useful life.

Before issuing debt, there are many factors that a government official should consider. Appropriate planning and understanding helps to provide the most favorable results and also helps avoid unnecessary risks and negative consequences. Debt issuance requires working with a number of partners, each of whom has a specific role. The debt issuance will result in a financing agreement that is legally binding, and it is critically important that government officials understand the basic terms of the agreement and what the agreement commits them to do.

Successful financing requires **assembling a team of capable professionals** to assist the Issuer.



## The Financing Team

A successful financing requires assembling a team of capable professionals to assist the Issuer, each with a different specialization and focus on the financing. It is important to understand the different roles of each team member.

### Bond Counsel

Bond Counsel works directly for the Issuer. Bond Counsel is an attorney (or team of attorneys), typically with specialized experience in municipal financings, that generally issues two legal opinions in conjunction with the offering:

1. An opinion as to whether the financing is a valid legal, binding obligation of the Issuer, and,
2. An opinion of the nature of the taxability of the interest the investor earns on the financing.

These two opinions are relied upon by Investors when considering whether to purchase the bonds. In order to provide these opinions, Bond Counsel must work closely with the Issuer to understand the nature and structure of the issue.

Bond Counsel should also be knowledgeable in local, State and federal laws and regulations related to municipal financings and any special requirements for public agencies.

The Bond Counsel will often also serve as a disclosure counselor for the issue. This attorney assists with the preparation of the official statement and the continuing disclosure agreement, and will help facilitate preparation of the final (closing) documentation.

### Municipal Advisor/Financial Advisor

A financial advisor (or “Municipal Advisor” or “MA”) is a professional consultant that works directly for the Issuer. Under the Dodd-Frank Wall Street Reform and Consumer Protection Act, a Municipal Advisor working for a municipality must be registered with the Securities and Exchange Commission Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and must give fiduciary care in advising the Issuer by putting the Issuer’s interests above their own financial interests in a transaction.



The role of the MA varies upon the level of sophistication of the Issuer, but often the MA works as an extension of the Issuer's staff with a specialty focus on the proposed financing. The MA has an independent view of the financing market, and works closely with Bond Counsel and the Issuer to assist in structuring and marketing the financing in the most economical way. The MA will also assist in determining if the bonds should be through a competitive or negotiated sale. They will further assist by participating in the credit rating process, managing the sale, and assisting the Issuer through the closing process.

### **Underwriter/Investment Banker**

An Underwriter or Investment Banker is the key conduit between the Issuer and Investor. In a financing, they are ultimately working for the Investors. The Underwriter, via the bond sale, agrees to buy the bonds and resell them to investors. Their role varies by the type of sale the Issuer chooses ("competitive" versus "negotiated") as described under "Issuance Process" below. Unlike the MA, the Underwriter is not a fiduciary and has a naturally built in

conflict of interest between trying to obtain the lowest borrowing costs for the Issuer, while providing the Investor with the highest yield. This is neither good nor bad, but a fact the Issuer needs to be aware of.

### **Other Participants**

**Paying Agent/Trustee.** A paying agent or trustee may be used to take debt service payments from the Issuer and distribute to the investors that actually own the bonds. A paying agent may also be used to hold a reserve or other funds as determined in the issuing documents.

**Rating Agency.** A credit rating may be requested in order to help the investor determine the level of repayment risk before purchasing a bond. The higher the rating, in the opinion of the rating agency, the less risk of delinquency or default, and ultimately the lower the interest rate.

**Bond Insurance Provider or Other Credit Enhancer.** The financing may also include a credit enhancer to entice the investor to offer a lower rate. The enhancer can be an insurance company, bank or other government authority.

➔ Further information regarding the financing team is available in the following resources:

[GFOA Best Practice: Selecting Bond Counsel](#)

[GFOA Best Practice: Selecting and Managing Municipal Advisors](#)

[GFOA Best Practice: Using Credit Rating Agencies](#)

[GFOA Best Practice: Debt Issuance Transaction Costs](#)

## Legal Considerations

In order to issue debt, Issuers must comply with local, State and federal laws, and enter into a number of legal agreements with various parties. Local and State laws will vary, and it is critical that Issuers consult with specialized legal counsel (Bond Counsel) to determine if they are authorized to issue debt, what actions are required to authorize issuance, and any constraints placed on debt issuance. For example, State law may place legal limits on the amount of debt to be secured by a government's general revenues.

The use of the capital project(s) financed by debt will impact the project's eligibility for federal tax exemption, and the associated reduced borrowing cost to the Issuer. Legal counsel should advise the Issuer on tax implications related to private use and tax exempt status affecting the debt obligation. These requirements could have significant impact on interest rates, repayment and continuing disclosure for the debt instrument selected.

Additionally, an Issuer's legal counsel (and/or MA) should consider outstanding debt agreements or other legal agreements that may include financial covenants or restrictions. An Issuer's debt management policy may also provide guidance or limits related to legal considerations.

## Structuring Considerations

Issuers looking to utilize debt financing should review and update annual capital improvement plans to identify projects that can be funded with annual operating funds, in addition to those that might be candidates for debt financing. Projects should be thoroughly reviewed as to scope, feasibility, cost, useful life of the financed asset, and capacity to repay debt. All of these factors will help determine whether long-term financing is an appropriate tool – and if so, what revenues are appropriate to pledge for repayment and what the term of repayment should be.

Sufficient revenues should be available to meet ongoing debt payments and jurisdiction needs to understand what type of revenues are pledged to support (or “secure”) the debt. Potential revenues may include a full or limited taxing power of the jurisdiction, utility revenues, other specific revenue streams, or collateral such as the asset that is being acquired with the debt proceeds.

Various types of debt are typically available to Issuers. Financing tools may include municipal bonds (both taxable and tax-exempt), direct loans from financial institutions, and other less common alternatives. Each option has its own benefits and risks, and the Issuer should utilize a MA to assist with determining which type of obligation best suits a specific circumstance.



Further information is available in the following resources:

[Debt Issuance Checklist: Considerations When Issuing Bonds](#)

[GFOA Best Practice: Selecting and Managing the Method of Sale of Bonds](#)

[GFOA Best Practice: Issuing Taxable Debt](#)

[GFOA Best Practice: Bank Loans and Direct Placements](#)

[GFOA Best Practice: Debt Management Policy](#)

## How do Bonds Get Sold?

Most local governments do not have the in-house expertise or resources to find Investors for their proposed bond offerings, and will require the services of a specialized municipal securities broker/dealer, bank or a syndicate of firms to underwrite the bonds for them (Underwriter).

The decision of how to market municipal bonds should be based on the characteristics of the Issuer, the bond issue, and the financial market. Governmental entities usually issue bonds through competitive bid or a negotiated sale. The primary goal of an Issuer undertaking a bond issue should be the proper administration of the bond issue at the least possible issuance cost and lowest interest rate. Both methods are used frequently in bringing municipal bonds to market.

The overriding concern of many Issuers is the minimization of interest rates and issuance costs; however, there currently are varying opinions regarding which type of sale results in the best outcome. Competitive bidding is most appropriate when the Issuer is well known and/or highly rated, high demand for the bonds is predicted, and the market is stable. A negotiated sale can be more appropriate when the Issuer is less known, the financing instrument is complex and less well understood by investors, and/or the market is less stable.

### Competitive Bid Process

In a competitive bid sale, the Issuer conducts all of the tasks necessary to offer bonds for sale including structuring the maturity schedule, preparing the official statement, verifying legal documents, obtaining a bond rating, securing credit enhancement, if advantageous, and considering the timing of the sale. These tasks are normally done with the assistance of outside consultants, including a Municipal Advisor and Bond Counsel. Once the issue is structured, the public sale begins with the publication of an official notice of sale that describes the size, maturities, purpose, and structure of the proposed issue, along with instructions for submitting bids. Underwriters submit closed bids to the Issuer on the day and

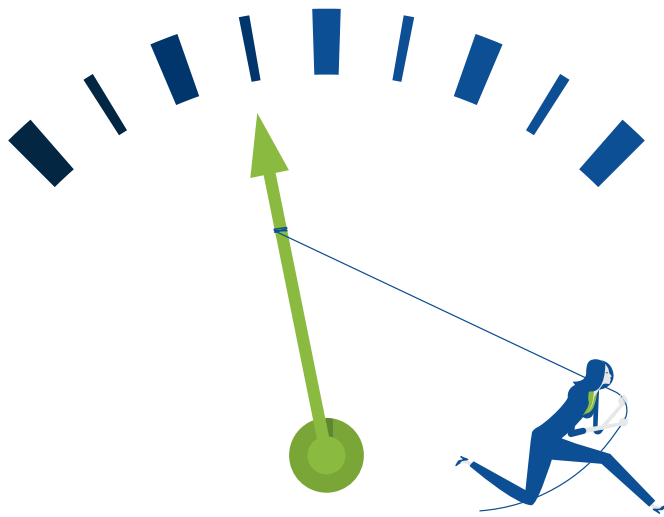
time designated in the official notice of sale. The bonds are awarded to the Underwriter that has submitted the best price (i.e., the lowest true interest cost bid). Once the bid is awarded, pricing and major structural aspects of the bonds are locked in regardless of the success or failure of the Underwriter to sell the bonds to Investors.

### Negotiated Sale Process

In a negotiated sale, the bond issue is not structured before an Underwriter is chosen. If the Issuer has not retained a Municipal Advisor, the Underwriter may assist the Issuer in determining what is to be financed, the method of financing and the financing structure. The Underwriter is chosen based on expertise, financial resources, compatibility, and experience. After the Underwriter is selected, the Issuer and the Underwriter will begin the process of structuring the bond issue and completing the other origination tasks. The Underwriter starts the marketing process and develops an interest rate to be negotiated with the Issuer. It is highly recommended that Issuers using a negotiated sale employ a Municipal Advisor not associated with the underwriting firm to assist in representing the Issuer's interests in the process.

The decision of how to market municipal bonds should be based on the **characteristics of the Issuer, the bond issue, and the financial market.**





Investors use the bond ratings to determine the level of repayment risk associated with the specific issue and determine a **minimum rate of return for the risk involved.**

**Credit Rating Agencies**

Municipal bond credit ratings measure the Issuer’s risk of paying all interest and principal back to investors. A bond rating system helps Investors assess credit risk. Municipal Issuers rely on specialized rating agencies to determine the overall risk of the issue and assign a “grade” to the bond. The four major rating agencies are Fitch Ratings, Kroll Bond Rating Agency, Moody’s Investors Services, and Standard and Poor’s Global Ratings. Ratings have a significant effect on both the ability of the Issuer to raise funds and the price the Issuer will be required to pay.

**Bond Ratings**

Debt issued by governmental entities is rated to reflect the degree of risk and probability of repayment of all interest and principal to the investor. Investors use the bond ratings to determine the level of repayment risk associated with the specific issue and determine a minimum rate of return for the risk involved. If the bonds have high ratings, they are assumed to have low risk and the investor will therefore require a lower yield. Just the opposite will occur for a lower rated (riskier) bond. There are four major investment grade ratings assigned to bonds by the rating agencies—

Highest (AAA/Aaa), High (AA/Aa), Above Average (A), and Medium (BBB/ Baa). All long-term bonds rated below the fourth category are judged to be below investment grade (speculative grade) and are often referred to as “junk” bonds.



Below are the Best Practices related to the sale of bonds. These resources should be read and considered in conjunction with each other because of the interaction of the processes to which they apply.

[GFOA Best Practice: Selecting and Managing the Method of Sale of Bonds](#)

[GFOA Best Practice: Selecting and Managing Underwriters for Negotiated Bond Sales](#)

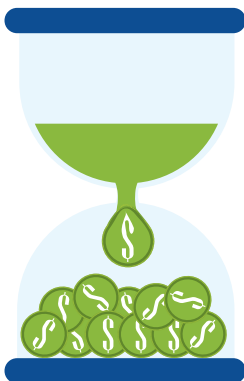
[GFOA Best Practice: Pricing Bonds in a Negotiated Sale](#)

## Issuer Responsibilities During and Following the Bond Sale

The Issuer is more than just a participant in the sale of the bonds. The governmental entity is the owner of the transaction and the obligor of the debt until “maturity” when the debt is fully repaid - perhaps a period of 20 to 30 years. This means staff must take more than a casual interest in the transaction. While the Issuer will hire various finance professionals to assist in the structuring of the transaction and the preparation of various legal documents and financial analysis, staff must also have a firm understanding of the commitments being made on behalf of their organization. When the transaction closes, the financing team will move on and the public entity will be left with a number of ongoing obligations. If staff cannot explain the structure and obligations of the transaction to their governing board, the deal most likely should not be done.

The Issuer’s typical duties at and after the time of sale include the approval of a pricing scale (if the bonds are to be sold on a negotiated basis). While it may only be a few basis points, the decision to accept or reject a proposed pricing scale could mean the difference of hundreds of thousands of dollars in interest expense over the life of the bonds. Once the sale is completed and bids accepted, the designated staff will sign a bond purchase agreement. Following this, the lawyers will finalize the remaining legal documents which will likely be signed a day or two before the actual closing of the transaction.

Once the deal closes, staff will need to book the transaction in the general ledger/balance sheet. Depending upon the structure, consulting with external auditors may be advised. In addition, setting up a tickler file with key dates of when bond payments are due and when continuing disclosure information needs to be filed is extremely useful. During the period when there are unspent bond proceeds or reserve funds, staff will want to determine how these funds should be invested. This may be with the help of a third party, the purchase of a guaranteed investment contract, providing specific investment instructions to the Trustee, or in some instances, managing the funds directly in-house. Federal tax laws, in some instances, will require Issuers to rebate any net positive arbitrage earned on the investments of the bond proceeds. As such, staff will need to track interest earnings, offset by the true interest costs, in order to do the calculations. Finally, the organization needs to keep detailed records as to how the bond proceeds were spent. First of all, when the original bond documents were signed, staff acknowledged that there was a reasonable expectation that the bond proceeds will be spent within a three year period. If this does not happen, the issuing agency will be required to yield restrict the investments of any remaining unspent bond proceeds. In addition, it is important to be able to report the use of bond proceeds to the governing board and the general public, should the transaction ever be audited by the IRS.



While it may only be a few basis points, **the decision to accept or reject a proposed pricing scale** could mean the difference of hundreds of thousands of dollars in interest expense over the life of the bonds.

## Alternative Financing Products

In addition to traditional municipal bonds, a number of alternative financing products are available to Issuers. These financing tools carry special considerations, as described briefly below. These financing tools may be more or less appropriate for less frequent Issuers and – as with municipal bonds – a Municipal Advisor and Bond Counsel should be consulted before proceeding.

**Commercial Paper** is a fixed-income instrument that matures in 270 days or less. This short-term instrument can be a viable alternative to the more traditional long term debt and may be an appropriate source of funding for the design and construction phase of a project or projects with the long term debt being issued once there is more certainty as to the completion of the project. While often supported by one or more dedicated revenue streams or an Issuer’s general obligation pledge, commercial paper sometimes in an unsecured form of a promissory note that pays a fixed rate of interest. The commercial paper may be rolled into a new commercial paper issue at maturity and is typically backed by a letter of credit issued by a bank. As with any other type of bond or debt instrument, the issuing entity offers the paper assuming that it will be in a position to pay both interest and principal by maturity. One significant aspect of commercial paper is that it is negotiable, which means that it can be freely transferred (traded) from one Investor to another.

**Bank Loans and Direct Placements** can take on many forms and can typically be structured to provide the Issuer with flexibility regarding duration and repayment. A bank loan may carry a fixed or variable interest rate, in which interest may be repaid in equal payments over a fixed period of time, or there may be interest only with a balloon payment at maturity. In addition, bank loans can be structured as a revolving line of credit.

This means the borrower can draw on the funds up to the loan amount, pay some or all of the loan back, and then redraw funds all during the term of the loan.



Bank loans can take on many forms and can typically be structured to provide the Issuer with **flexibility regarding duration and repayment.**

Typically bank loans are for a shorter duration than traditional bonds and are usually in the five to ten year duration, though some banks may be willing to go as long as 20 years. The legal work involved in preparing loan documents is more straightforward and thus less expensive than a traditional bond deal. Bank loans and direct replacements are required to be disclosed as part of the debt portfolio.

**Inter-fund Borrowing** can be complex, and the ability to do so may be restricted by an Issuer’s local charter, governing board policies, and State laws. The duration of inter-fund borrowing may also be limited in duration. If permitted, this may be a quick, flexible and inexpensive way to do some short-term borrowing for necessary projects or equipment. Typically, the internal borrowing rate would be tied to the investment rate of return on the Issuer’s pooled portfolio in order to ensure that one fund is not subsidizing another fund.

## Your Continuing Disclosure Obligations After a Bond Has Been Issued

Governments that issue bonds have an obligation to meet specific continuing disclosure requirements that are identified specifically in a continuing disclosure agreement (CDA's, also called continuing disclosure certificates or undertakings). These are entered into at the time of bond issuance pursuant to SEC Rule 15c2-12 (Rule). Obligations that have a maturity of 270 days or less are exempt from these requirements, while other short-term issues with a maturity of 18 months or less are subject to lesser requirements.

When bonds are issued, the Issuer covenants via the CDA to provide certain annual and possibly more frequent financial information as identified in the CDA, and to notify the public within 10 business days of occurrence of certain material events as described in the Rule. Such information is required to be submitted electronically either by the Issuer or by their agent via the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market

Access (EMMA) portal ([www.emma.msrb.org](http://www.emma.msrb.org)). In addition to filing through EMMA, an Issuer may also choose to post its annual financial information or other reports on its own web site.

Typically, a series of bonds will require its own CDA. While a separate CDA will generally be required with the issuance of each series of bonds, the information that is required to be disclosed is generally quite similar for each issue. In the offering document for those bonds, Issuers will be required to state whether or not they are in compliance with all previous continuing disclosure obligations for the prior five years.

Issuers may choose to provide information beyond that required by the Rule and identified in its CDA on a voluntary basis. Such information may also be posted on EMMA. Issuers should be aware that they should disseminate such information to the market as a whole and not provide any one individual or group with any information that is not readily available to the public as a whole. Issuers should also develop a continuing disclosure policy or procedure as further described below.



➔ Issuers should review the following GFOA best practices for further information on meeting their disclosure responsibilities:

[GFOA Best Practice: Primary Market Disclosure](#)

[GFOA Best Practice: Understanding Your Continuing Disclosure Responsibilities](#)

[GFOA Best Practice: Using Technology for Disclosure](#)

## Tax Compliance

When tax-advantaged bonds are issued, an Issuer needs to ensure they have the appropriate procedures in place to comply with all the federal tax rules applicable to those bonds from the date of issuance through their final maturity.

Federal tax rules applicable to tax-advantaged bonds generally include the following major areas:

### Expenditure of Proceeds:

At the time of sale, the Issuer must expect to expend bond proceeds promptly, and, in some cases, by time-specific deadlines set forth in the Internal Revenue Code and Treasury Regulations. Furthermore, bond proceeds may only be spent for purposes permitted based upon the type of bonds issued.

### Use of Financed Assets:

Internal Revenue Code and Treasury Regulations limit how an Issuer may use assets financed with the proceeds of tax-advantaged bonds. For example, for governmental purpose bonds, there are detailed rules that limit both direct and indirect use of bond-financed assets by private entities.

Issuers need to ensure they have the **appropriate procedures in place** to comply with all federal tax rules applicable to tax-advantaged bonds.



### Investment of Proceeds:

Tax rules generally require that, except during certain temporary periods, the proceeds of tax-advantaged bonds may not be invested at a yield materially higher than the yield on the bonds. Any permitted investment income above the yield on the bonds is rebated to the federal government.

### Recordkeeping:

The Issuer needs to retain sufficient records to support the continuing tax-advantaged status of its bonds, and to prove compliance with the rules for expenditure of proceeds, use of the financed assets, and investment of proceeds.



The National Association of Bond Lawyers and GFOA have collaborated on a useful and detailed document “Considerations for Developing Post-Issuance Compliance Policies,” that Issuers are encouraged to consult for much more detail on tax compliance requirements. That document may be found at:

[Developing and Implementing Procedures for Post-Issuance Compliance for Issuers of Governmental Bonds](#)

[GFOA/NABL Post Issuance Compliance Checklist](#)



## Developing a Policy and Establishing a Compliance Program

It is recommended that Issuers establish written policies and procedures to comply with post-issuance and ongoing requirements. The policy should identify a single individual with primary responsibility for monitoring and complying with the program and be approved by the governing body. While multiple individuals (or external service providers) may help with performing compliance tasks, assigning a single point of responsibility can help prevent inconsistency and unintentional omissions. It is also helpful to create a checklist or inventory of requirements, including when the tasks are performed and by whom.

It is critical that once a policy and/or program are defined, Issuers closely follow the requirements and document their compliance. Documented proof of intentional compliance can be a very effective defense against any potential regulatory investigation. It is also important that a compliance program consider the process for dealing with non-compliance in the event this is discovered. Generally, Issuers should take actions to get back into compliance as soon as possible.



Further detail on post-issuance compliance is available at the following resources:

[GFOA Best Practice: Debt Management Policy](#)

[GFOA/NABL Post Issuance Compliance Checklist](#)

[Debt Issuance Checklist: Considerations When Issuing Bonds](#)

## Investment of Bond Proceeds

Upon the issuance of bonds by a State or local government, the bond proceeds are usually deposited in various funds. These funds may be construction funds, debt service funds, debt service reserve funds, an escrow fund, etc. The deposited proceeds are usually invested until they are needed.

There are a number of items governments should consider when making decisions to invest such proceeds. Examples of these considerations include the anticipated drawdown schedule of the proceeds, federal and State regulations governing the types of investments permitted for the investments, the arbitrage yield, the State or local government's investment policy, and requirements from rating agencies.

The anticipated use and drawdown of the invested proceeds, such as projected expenditures for capital projects or use for coverage of debt service, will be a major consideration in the investment of the proceeds. Those responsible for making investment decisions should coordinate closely with departments and staff that will be drawing down proceeds, depending upon the purpose of the bonds issued. This may involve coordinating with the staff responsible for engineering and construction of the bonds issued for capital projects, or with cash management and treasury staff responsible for making debt service payments for bonds issued for refunding purposes.

A written investment policy is the single most important element in a public funds investment program. The investment policy should describe the most prudent objectives for a sound policy, including safety, liquidity, and yield. It should indicate the type of instruments eligible for purchase by a government entity, the investment process, and the management of a portfolio, and conform to applicable State laws. Adherence to the investment policy signals to rating agencies, the capital markets and the public that a government

agency is well managed and is earning interest income suitable to its situation and economic and regulatory environment. The GFOA has developed a Best Practice titled *Creating an Investment Policy* available for reference.

In 2014, the SEC Municipal Advisors (MA) Rule took effect. The MA Rule has implications that may impact the investment of bond proceeds, as it limits the kinds of communications brokers may have with Issuers. Specifically, brokers may be considered Municipal Advisors if they provide advice on investments of bond proceeds to governments. Brokers are prohibited from providing advice to governments unless the brokers become Municipal Advisors in accordance with the MA Rule, including following requirements to register with the SEC and the MSRB, or meet one of the exemptions to the MA Rule.

One result of the MA Rule is that certain brokers are sending letters to State and local governments asking them to indicate that none of the funds they are investing on behalf of the government are bond proceeds. They do this because bond proceeds now have certain requirements under the MA Rule within which the brokers may be out of compliance. The investment of bond proceeds is now treated differently in some respects, and is subject to different requirements, than investment of other funds, in accordance with the MA Rule.

The GFOA has issued an *Alert on the MA Rule and Issuers*, and this Alert details the multiple exemptions permitted. It is recommended that Issuers become familiar with the MA Rule and its definitions, requirements and exemptions. A link to the Alert is provided below.

As with the investment of other governmental funds, there are risks inherent in investing bond proceeds. These include credit risk (safety), the risk of investing in instruments that may degrade in credit quality or default; market risk (liquidity), the risk of selling an investment prior to maturity at less than book value; and opportunity risk (yield/return),

the risk of investing long term and having interest rates rise, or investing short term and having interest rates fall while needing to reinvest the bond proceeds. Issuers should develop and adhere to investment policies and activities that minimize these risks. The GFOA has a Best Practice on the *Investment of Bond Proceeds*.

Issuer should become acquainted with federal tax law as it applies to arbitrage restrictions, and maintain adequate records to comply with arbitrage reporting and rebate requirements. Arbitrage is the ability to obtain tax-exempt bond proceeds and invest the funds in higher yielding taxable securities, resulting in a profit. In short, arbitrage occurs when interest earned on invested proceeds exceeds the interest rate of the interest repayment, or debt service, of the proceeds. Investments should be considered in light of the yields permitted to comply with federal arbitrage requirements. Procedures should be established to monitor any arbitrage rebate liabilities and reserve liabilities for future remittance to the IRS.



Further detail is available at the following resources:

[Alert on the MA Rule and Issuers](#)

[GFOA Best Practice: Creating an Investment Policy](#)

[GFOA Best Practice: Investment of Bond Proceeds](#)

## Payment of Debt Service

Issuers of government debt have a fiduciary responsibility to manage their funds in a manner that assures timely and accurate payment of debt service principal and interest. Failure to make a debt service payment generally results in a default, a requirement to post a Material Events Notice pursuant to Rule 15c2-12 on the MSRB EMMA system, and can have major negative consequences. If a debt service payment is missed, Issuers should take immediate action to remedy the situation.

It is recommended that Issuers review GFOA's Best Practice *Settlement Procedures for Debt Service Payments*. Major recommendations of this Best Practice include:

- » Establishing procedures and appropriate contractual terms for making debt service payments
- » Use of electronic funds transfers to ensure timely payments and to ensure full utilization of funds until the due date.

In addition to the recommendations from the Best Practice, Issuers should consider the following items when designing procedures and policies for making debt service payments:

- » Issuers should have a debt service schedule for each bond issue containing all principal and interest payment dates and amounts
- » Issuers should be aware of any “flow of funds” requirements contained in a bond indenture. Some bond issues may require monthly or other periodic transfers of funds before actual payment dates (i.e. 1/12th of principal payment each month)
- » Issuers with variable rate debt should understand and monitor changing debt service requirements

## Refunding Analysis

It is common that – prior to the final maturity of the debt – an Issuer will have the opportunity to refinance the remaining debt at lower interest rates (called a “refunding”). Municipal debt is typically issued with an optional call or redemption feature. The call feature must be specific and include what bonds can be called,

at what time, and for what price, giving flexibility to the Issuer. The date is usually approximately 10 years after the original issue date, but can vary based upon the specific terms agreed to at the time of issuance and the term of the bonds. Refunding debt at or after the call date is called a “current refunding.” Debt can also be refunded prior to the call date via an “advance refunding”, though there are typically additional cost requirements and tax compliance issues associated with an advance refunding prior to the call date. The Tax Cuts and Jobs Act enacted in December 2017 removed the tax exemption from advance refunding of municipal bonds.

Refunding of debt requires essentially the same process and effort as a “new money” issue, and often there is only one opportunity to refund debt for significant interest savings. Therefore, an Issuer should have a policy or guidelines that set a minimum savings baseline under which a refunding would be pursued. For example, many Issuers require a minimum of 3% or 5% savings (and/or a minimum dollar amount of savings) in order for a refunding to proceed. Setting an appropriate savings minimum avoids inefficient use of time exploring inefficient refundings, and can prevent refunding too early and missing greater savings by waiting until a later date.

Typically, the final maturity in a refunding remains unchanged, and the other terms of the refunding often closely match the original debt issue. The proceeds of the refunding are generally placed into an escrow until the call date (or next payment date) occurs, at which point the original bonds are paid off from money in the escrow. It is important that an Issuer work with service providers to create an escrow that earns as much as possible (i.e. an efficient escrow) without exceeding maximums allowed under federal regulations.



Further detail is available at the following resource:

[GFOA Best Practice: Refunding Municipal Bonds](#)



## Other Requirements

Issuers should be aware that in addition to continuing disclosure and tax compliance requirements, there are often other legal documents, laws and regulations, policies, contractual requirements, and/or relationships that must be monitored. Some of the most common of these are included in this section.

### Bond Indentures/Bond Ordinance/ Bond Resolution

Many bond issues have an ordinance and/or resolution that authorize and set many of the terms of the bond issue. Also, some bonds may have a bond indenture, which is a legal contract between the Issuer and bond holders. These documents can contain a variety of requirements that may include:

- i. Notice requirements
- ii. Reporting requirements
- iii. Coverage ratio or revenue covenants
- iv. Additional bonds tests
- v. Permitted investments
- vi. Debt service payment requirements
- vii. Debt service reserve fund requirements
- viii. Bond insurance or surety bond requirements
- ix. Required accounts/segregation of funds
- x. Requirements related to a trustee or paying agent
- xi. Restrictions on the use of bond proceeds
- xii. Redemption provisions

### State/Local Law Requirements

Issuers should work with Bond Counsel and/or legal counsel to determine if there are any ongoing requirements related to State or local law that must be monitored. These may include items such as notice requirements, public protest procedures, legal debt limits, or limitations on revenue used to pay debt service.

### Policy Requirements

Issuers may have debt or other financial policies that must be monitored to ensure compliance. Common

policy items that relate to debt issuance are debt limits, use of debt, debt ratios, and investment policies.

### Rating Agencies

Issuers should be familiar with the GFOA best practice Using Credit Rating Agencies. Issuers (often with assistance from their Municipal Advisor) are responsible for managing the relationship with rating agencies after issuance. This can involve keeping the rating agencies informed of material events and responding to ongoing requests for information.

### Investor Relations

Issuers should be familiar with the GFOA best practice Maintaining an Investor Relations Program. An effective investor relations program that responds to the informational needs of investors may lead to lower future borrowing costs for Issuers.

### Financing Team Relationships

Issuers should manage the ongoing relationships with the various members of the financing team, which may include a Municipal Advisor, Bond Counsel, disclosure counsel, trustee banks, and/or paying agents. Issuers should continuously evaluate services provided, ensure compliance with contracts, and periodically conduct selection processes as needed.



Further detail is available at the following resources:

[GFOA Best Practice: Refunding Municipal Bonds](#)

[GFOA Best Practice: Using Credit Rating Agencies](#)

[GFOA Best Practice: Maintaining an Investor Relations Program](#)



## Glossary / Other References

For additional information on post-issuance compliance you can refer to the following references:

<http://www.msrb.org/msrb1/pdfs/MSRB-Glossary-of-Municipal-Securities-Terms-Third%20Edition-August-2013.pdf>

<http://www.investinginbonds.com/story.asp?id=52>

## About GFOA

Founded in 1906, the Government Finance Officers Association represents public finance officials throughout the United States. The association's nearly 20,000 members are federal, state and local finance officials who are deeply involved in planning, financing and implementing thousands of governmental operations in each of their jurisdictions. GFOA's mission is to promote excellence in state and local government financial management. For information about GFOA or to discuss any state or local finance matters, please contact our Federal Liaison Center, 202-393-8467. 660 North Capitol Street, NW, Suite 410, Washington DC 20001



Government Finance Officers Association

[www.gfoa.org](http://www.gfoa.org)



# REQUEST FOR COUNCIL ACTION

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**Title:** Amendments to the Commercial Exterior Improvement Program

**Preferred Agenda:** January 12, 2021

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

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

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

**Relevant Code/Policy:** Commercial Exterior Improvement Program

**Towards Council Goal:** Aspiration I: Desirable Community; Goal 1: Infrastructure; Goal 2: Economic Strength

**Attachments:** Amended CEIP Documents

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**Purpose of this RCA:**

The purpose of this RCA is to amend the City's Commercial Exterior Improvement Program.

**Background/Context:**

During several recent meetings, the City Council and Staff have discussed the need to amend the City's Commercial Exterior Improvement Program (CEIP) in order to better achieve the purposes of that program, and make Sweet Home's commercial areas more beautiful and appealing to visitors and residents. The Council expressed a desire to increase the maximum grant award to \$15,000, and give up to \$5,000 with no match required. In addition, the Council asked that if any applicant desires a grant of more than \$15,000, those applications would go to the Council for final approval, if recommended by the CEIP committee and City Manager. In addition, Staff is recommending that successful applicants be required to post a City-provided sign stating that the improvements were funded in part by a grant from the City, and that applicants be required to participate in the City's voluntary business registration program.

**The Challenge/Problem:**

How does the City make the Commercial Exterior Improvement Program more effective?

**Stakeholders:**

- Sweet Home Residents – Residents deserve beautiful and appealing commercial areas.
- Businesses and Commercial Property Owners – Beautification of commercial properties is extremely expensive. Businesses and commercial property owners benefit from a grant program that makes it easier for them to make significant improvements to the appearance of their sites.
- Sweet Home City Council – The City Council has an interest in beautifying commercial areas in order to better serve residents and attract visitors.

**Issues and Financial Impacts:**

Since 2018, the City has approved \$90,544 in CEIP grants to 26 projects, and paid out a total of \$73,986.54 to 23 projects. These amendments would triple the size of the maximum grant award, and would provide \$5,000 to any eligible project without any match from the applicant. While it is difficult to predict how many more eligible applications the City would receive as a result of these changes, it is safe to say that the number of applications and level of spending will significantly increase. The Economic Development Fund, which is the source of these grants, currently has \$464,696 available for projects such as this.

**Elements of a Stable Solution:**

A stable solution includes the approval of amended CEIP documents to better achieve the program's purposes.

**Options:**

1. Do Nothing – The Council could choose to do nothing at this time, and leave the Commercial Exterior Improvement Program as it currently exists.
2. Approve the proposed Amended Commercial Exterior Improvement Program Documents as Presented – By approving the CEIP Documents as presented, the Council would increase the level of funding and number of grants issued for exterior improvements at eligible sites.
3. Approve the proposed Amended Commercial Exterior Improvement Program Documents with Changes – The Council may choose to direct Staff to make other changes to the Commercial Exterior Improvement Program approve the amended documents.
4. Direct Staff to Research Other Options – The Council may direct staff to research other ways to accomplish its goals.

**Recommendation:**

Staff recommends option 2: Motion to Approve the proposed Amended Commercial Exterior Improvement Program Documents as Presented.



*City of Sweet Home*

*Commercial Exterior Improvement Program*

*Application Packet*



## Community and Economic Development Department

### Sweet Home Commercial Exterior Improvement Program (CEIP) Frequently Asked Questions

1. What is this Commercial Exterior Improvement Program?

The Commercial Exterior Improvement Program (CEIP) is a matching grant program that was approved by the Sweet Home City Council in order to provide an incentive to property and business owners to improve the exteriors of their commercial buildings and property.

2. What kinds of projects are eligible under this matching grant program?

Eligible projects include upgrades to the exterior of a business to bring it into compliance with the Americans with Disabilities Act (ADA), construction of new awnings, building façade enhancement, landscaping, exterior building painting, parking lot improvements, walkway improvements, and sign replacements. Projects need to enhance the aesthetic quality of Sweet Home's business districts.

3. What level of a match will the City provide?

The City will provide a match of 100% up to \$5,000 for a single project, and 50% to 75% of eligible project costs beyond that, up to an additional \$10,000, based on the type of proposed improvement. The business owner would be responsible for the remaining balance.

4. What is the most funding that I can receive?

Five-Fifteen thousand dollars (\$515,000) is the maximum potential grant award for most projects. If the Grant Review Committee and City Manager determines that an improvement would provide an exceptional public benefit, a higher award amount may be approved by the City Council.

5. How can I take advantage of this program?

The first step is to fill out an application, which is included in this packet. The completed application and referenced documents should then be submitted to the Community and Economic Development Department at City Hall, 1140-12<sup>th</sup>-Ave3225 Main Street, Sweet Home.

6. How do I receive my grant reimbursement?

After an approved project is completed, business owners should notify the City and submit receipts for their expenses. The City will review the receipts, verify that work has been completed, and arrange for funds to be sent to the business.

7. Why did the City of Sweet Home create this program?

This program places into action the Vision and Mission of Sweet Home's City Council, to "create an economically strong environment in which businesses prosper."

8. Who can I call if I have questions?

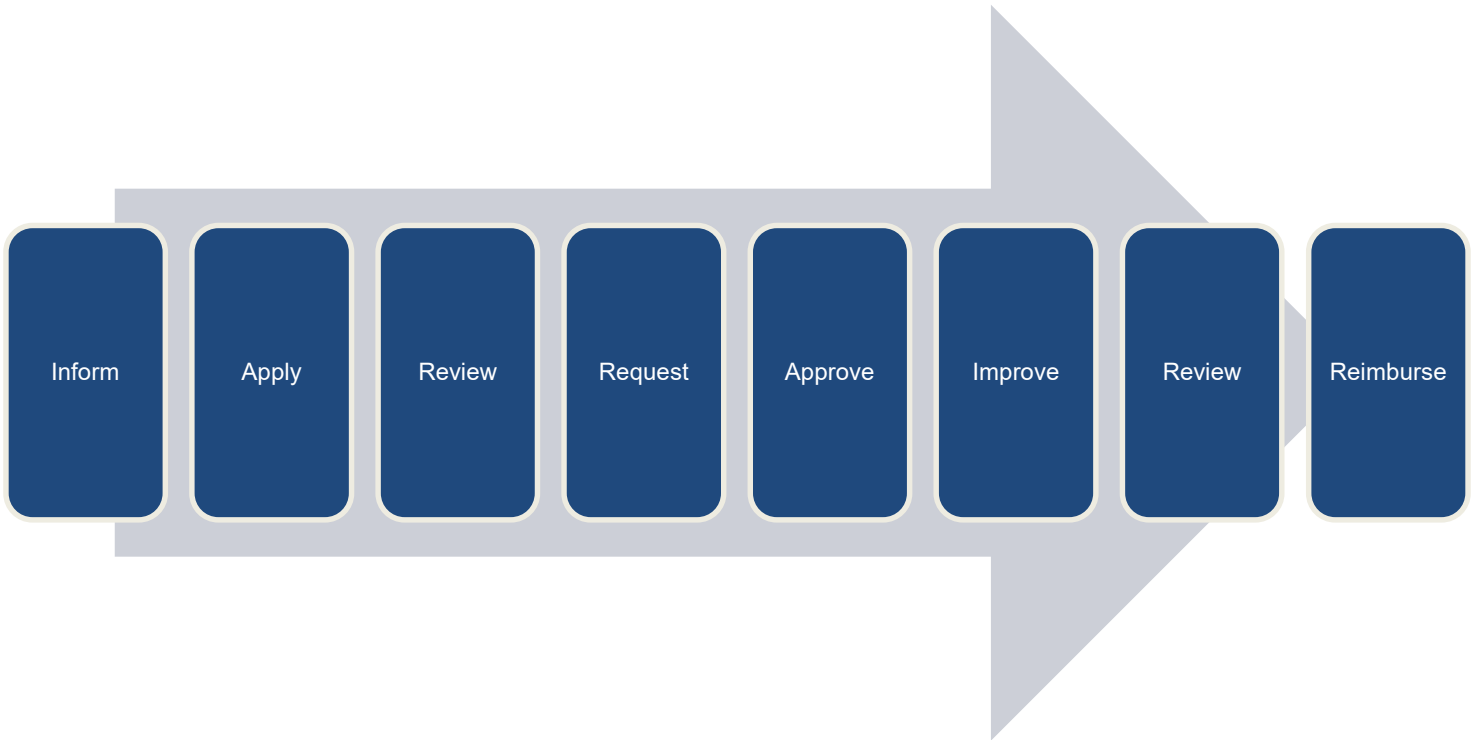


Please call the City of Sweet Home Community and Economic Development Department at (541) 367-8113. The program is detailed in the “Main Document,” which is included in this packet.



## Sweet Home Commercial Exterior Improvement Program (CEIP)

### How Does The Program Work?



1. Business owner/operator INFORMED of CEIP.
2. Business owner/operator APPLIES for CEIP.
3. Grant Review Committee REVIEWS application.
4. Grant Review Committee may REQUEST more information.
5. City Manager APPROVES application based on the Grant Review Committee's recommendation.
6. IMPROVEMENTS start on property.
7. Grant Review Committee REVIEWS completed work and receipts submitted by the applicant.
8. REIMBURSEMENT is made to the business owner/operator.

Questions? Call the Community and Economic Development Department at (541) 367-8113



## Community and Economic Development Department

### Sweet Home Commercial Exterior Improvement Program (CEIP) Main Document

Draft Amendment, 12/14/2020

#### 1.0 PURPOSE AND INTENT

- 1.1 The Sweet Home City Council's Vision and Mission Statement ~~for 2017-2018~~ states in part that the Council aspires: "to create an economically strong environment in which businesses prosper." This environment includes:
  - 1.1.1 Implementing a business vitalization program,
  - 1.1.2 Supporting future economic development efforts within City Hall, and
  - 1.1.3 Developing economic opportunities with regional partners.
- 1.2 The purpose and intent of the Commercial Exterior Improvement Program (CEIP) is to support this vision by offering grants to incentivize the improvement of commercial exteriors in Sweet Home. The purpose is to increase the aesthetic quality of Sweet Home's business districts in order to attract customers, visitors, and prospective business operators to Sweet Home.

#### 2.0 PROGRAM OBJECTIVES

- 2.1 Exterior facades shall be updated and integrated into a design that complements adjacent structures to provide a harmonious composition of masses, materials, colors, and textures.
- 2.2 Exterior lighting standards and fixtures shall be of a design and size compatible with the building and adjacent areas.
- 2.3 Exterior building components, such as windows, doors, eaves and parapets, shall have appropriate proportions and relationship to one another.
- 2.4 Exterior design attention shall be given to mechanical equipment or other utility hardware so as to screen them from view to the extent feasible.
- 2.5 Exterior signs should be a part of the architectural concept. Size, materials, color, lettering and location shall be harmonious with the building design and the number of signs shall be minimized.

#### 3.0 APPLICATION PROCESS

- 3.1 Applications are available at 1) Sweet Home City Hall, 2) the City's website under the Community and Economic Development Department, and 3) the Chamber of Commerce, 1575 Main Street. Completed applications include the application form and supplemental material; which may include but is not limited to: evidence of property and/or business ownership, a photograph of the current business exterior to be improved, property equity information, and a description of methods and materials to be used. The applicant must also provide itemized cost estimates from a licensed contractor and the amount of the grant requested. Cost estimates may be provided by the applicant for those improvements that would and can lawfully be completed by the applicant. Please submit applications to Sweet Home City Hall. Applicants may refer to the CEIP Checklist for a complete list of required items.



- 3.2 Competed applications shall be submitted to the City of Sweet Home Community and Economic Development Department at City Hall.
- 3.3 If the applicant is not the owner of the property to be improved, written authorization from the property owner must be submitted with the application.
- 3.4 The City may contract with the Oregon Cascades West Council of Governments to assist in the administration of this program.

4.0 ELIGIBILITY

- 4.1 Eligible Businesses are defined as those businesses that comply with the following:
  - 4.1.1 Eligible businesses must be located within a commercial zone and the city limits and the city limits of the City of Sweet Home.
  - 4.1.2 Building owners and business operators must be current with all City taxes, licenses and fees.
  - 4.1.3 Business owners and operators may be subject to a title search and/or credit check.
  - 4.1.34.1.4 In order for a property to be eligible, all businesses occupying the property must participate in the City's voluntary business registration program.

4.2 Eligible Improvements and their matching amount include:

| IMPROVEMENT  | MATCHING GRANT (Percentage indicates maximum amount of grant funds available) |
|--|---|
| <u>Any eligible improvement, up to \$5,000</u>   | <u>100%</u>   |
| Americans with Disabilities Act Compliance   | 75%   |
| Awning   | 50%   |
| Façade Enhancement   | 50%   |
| Façade Enhancement Consistent with Approved Options  | 75%   |
| Landscaping  | 50%   |
| Painting   | 50%   |
| Parking Lot  | 50%   |
| Pedestrian Environment (sidewalks, walkways, public plaza, lighting, code compliance, roof, rot repair, masonry cleaning, rain gutter) | 75%   |



|                                   |     |
|-----------------------------------|-----|
| and downspout repair, new siding) |     |
| Replacement Signs                 | 50% |

- 4.3 Eligible improvements are those improvements listed in Section 4.2 and found by the Grant Review Committee (“Committee”) to be the consistent with the Purpose and Intent of this program listed in Section 1.0 and the Program Objectives listed in Section 2.0.
- 4.4 Each eligible business may receive up to \$515,000, or the level determined in Section 4.5, each calendar year. This waiting period may be waived to all eligible businesses by the City Manager upon recommendation by the Committee and availability of funds.
- 4.5 Grants that exceed \$515,000 may be approved according to the matching levels listed in Section 4.2 upon approval by the City Council, based upon a finding recommendation by the Committee, ~~and~~ City Manager, ~~and Mayor~~ that the project would provide an exceptional public benefit and comply with the Purpose and Intent of the program listed in Section 1.0 and the Program Objectives listed in Section 2.0.
- 4.6 Eligible improvements include those projects for which expenses were incurred after January 1, ~~2018~~2021.

## 5.0 CONDITIONS AND CONSIDERATIONS

- 5.1 The City Manager, or designee, shall have the authority to approve grants listed under Section 4.4. The City Manager, or designee, and Mayor shall have the authority to approve grants listed under Section 4.5.
- 5.2 All eligible improvements shall be completed within six (6) months from the date that the applicant receives final approval for a grant request. Extensions shall not be granted; however, an eligible business may reapply under the rules that are in effect at the time of reapplication.
- 5.3 The CEIP is a reimbursement program. Upon completion of an approved improvement, the applicant shall submit receipts that clearly itemize the expenses incurred to complete the improvement. Funds shall be disbursed upon verification by the Committee that the project was completed according to the approved grant percentages and all terms specified when the grant was approved.
- 5.4 Improvements that are not completed as proposed may not be provided reimbursement. The Committee shall have the authority to review these instances on a case by case basis. At no times shall the grant reimbursement exceed the agreed upon match percentage.
- 5.5 The City may contract with local design professionals to assist with design services.
- 5.6 All improvements shall comply with all applicable local, state, and federal requirements. These include, but are not limited to: all applicable planning and building codes. Work shall be completed by a licensed contractor; however, work may be completed by a property owner or business operator only if disclosed as a part of the grant application and permissible under all applicable local, state, and federal laws.
- 5.6.7 Upon completion, and for a duration of at least one month, applicants must display in a conspicuous place on the property a City-provided sign stating that the improvements were funded in part by the City of Sweet Home.



## 6.0 THE GRANT REVIEW COMMITTEE

- 6.1 The City Manager shall appoint the members of the Grant Review Committee (Committee).
- 6.2 The Committee shall consist of five (5) members. The Committee shall include one (1) representative from the City Council, one (1) representative from the Chamber of Commerce, and three (3) members that are engaged in local economic development efforts.
- 6.3 A quorum of the Committee shall consist of three (3) members. Recommendations by the committee may be provided by a majority vote of the quorum.
- 6.4 The Committee shall meet at times and locations that are agreeable to committee members.
- 6.5 The Committee shall review all grant applications and determine business and improvement eligibility under this program. The Committee shall make recommendations as authorized under this program.
- 6.6 The Committee shall make grant award recommendations of approval or denial to the City Manager for those grant awards of \$515,000 or less as described in Section 4.4. The Committee and City Manager shall make grant award recommendations of approval or denial to the City ~~Manager and Mayor~~Council on those grant awards that would exceed \$515,000; as described in Section 4.5.

## 7.0 PROGRAM IMPLEMENTATION

- 7.1 Where a question regarding implementation of this program arises, or where sections of this program may conflict, the City Manager, or designee, in consultation with the Grant Review Committee shall be authorized to determine the appropriate course of action as specified under this Section and guided by the Purpose and Intent statement listed in Section 1.0 and Program Objectives listed in Section 2.0. Modifications to the program shall only be made as specified under Section 7.2 and 7.3.
- 7.2 Minor modifications to this program; which are defined as those changes that do not significantly alter the terms by which funds are distributed under this program, may be approved by the City Manager upon recommendation by the Committee.
- 7.3 Major modifications to this program; which are defined as those changes that exceed minor modifications listed under Section 7.2 must be approved by the City Council.



Community and Economic Development Department

City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8113
Fax 541-367-5007
www.sweethomeor.gov

Sweet Home Commercial Exterior Improvement Program (CEIP)
Application

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

GRANT REQUEST: \$ \_\_\_\_\_

APPLICANT

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BUSINESS

Owner: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

OWNER OF PROPERTY (If Different Than Applicant)

Property Owner: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SCOPE OF WORK**

Please describe your proposed project under the following sections as applicable. Please attach additional documentation as needed.

Awnings:

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Doors:

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Driveway and Parking Lot:

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Exterior Walls and Detailing:

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Roof:

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---

---

Signage:

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---

---

Windows:

---

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Other Projects:

Seven horizontal lines for writing other projects.

TOTAL COST OF PROJECT: \_\_\_\_\_

AMOUNT OF GRANT REQUEST: \_\_\_\_\_

**IF THE APPLICANT IS NOT THE OWNER OF THE SUBJECT PROPERTY, DOES THE APPLICANT HAVE:**

Lease? \_\_\_\_\_ Yes \_\_\_\_\_ No

Expires: \_\_\_\_\_

Other: \_\_\_\_\_

**APPLICATION CHECKLIST**

Please include the following information with your application

- Authorization from property owner (If not applicant)
- Cost estimates from licensed contractor and detailed project budget
- Photograph of building before improvement
- Evidence of ownership
- Preliminary design drawings
- Plot Plan. Please provide a map of the property that depicts the proposed improvement location(s).



**Answers to the following questions are not required for approval of this application; however, they will help Sweet Home’s economic development partners to better serve you and our community.**

1. What is your vision for your property or business? In what way can the City of Sweet Home or regional partners help?

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2. If your property is vacant, to what type of business would you like to lease?

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3. What challenges do you face operating a business in Sweet Home (e.g., unreliable internet service, parking for customers, business education)?

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4. What improvements do you think would help the Sweet Home business community (e.g., requiring business licenses, finding easier ways to work with City Hall, change in city codes, more networking events)?

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**CERTIFICATION BY APPLICANT**

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant’s knowledge.

If the applicant is not the owner of the property that is the subject of this application, or if the applicable business is a partnership, cooperation, etc. rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the work on the property as proposed by this application.

The Grant Review Committee may request additional information in order to make a decision on this application. The applicant agrees to provide additional information as requested. Incomplete applications may not be processed. The applicant understands that the Commercial Exterior Improvement Program provides reimbursement for approved projects. The applicant will be



responsible to comply will all conditions placed on approval, if the application is approved, as provided at the time of the decision of this application. The applicant shall comply with all terms and conditions of the Commercial Exterior Improvement Program (“Main Document”).

The applicant acknowledges that in addition to obtaining approval under this program, the applicant may need to obtain Building, Planning and/or Public Works permits from the City of Sweet Home. Other state permits may also be required. Those permits may incur additional fees and/or conditions of development.

If the applicant is not the owner of the property, the applicant and the property owner are responsible for coordinating project development with the appropriate City department. Contact the Community and Economic Development Department at (541) 367-8113.

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner’s Signature

\_\_\_\_\_  
Date

**PLEASE RETURN COMPLETED APPLICATION TO:**

Community and Economic Development Department  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386



Community and Economic Development Department

**City of Sweet Home**  
 3225 Main Street  
 Sweet Home, OR 97386  
 541-367-8113  
 Fax 541-367-5007  
 www.sweethomeor.gov

**Sweet Home Commercial Exterior Improvement Program (CEIP)  
 Grant Review Committee Application Review**

|                                  |  |                          |  |
|----------------------------------|--|--------------------------|--|
| Grant Request                    |  | File:                    |  |
| Date Received:                   |  | Applicant:               |  |
| Business Location:               |  | Owner (Assessor Records) |  |
| Committee Review Date            |  | Notes:                   |  |
| Current with City Taxes and Fees | <input type="checkbox"/> Yes <input type="checkbox"/> No | Property Zoning:         |  |

**1. Community and Economic Development Department Initial Review**

Date:

Comments: Applicant should consult with the Community and Economic Development Department to obtain all necessary development permits; including building permits and sign permit(s): (541) 367-8113.

**2. CEIP Grant Review Committee**

| Committee Member  | In Attendance? Quorum = 3 |
|-------------------|---------------------------|
| Mayor Greg Mahler |                           |
| Dave Bauer        |                           |
| George Medellin   |                           |
| Jo Ann McQueary   |                           |

**a. Is the business eligible under Section 4.1?**

Requirement:

*4.1 Eligible Businesses are defined as those businesses that comply with the following:*

*4.1.1 Eligible businesses must be located within a commercial zone in the gateway and downtown areas of Sweet Home: The Main Street corridor between 1<sup>st</sup> and 18<sup>th</sup> Avenues, and the Long Street*



*Corridor between Holley Road and 18<sup>th</sup> Avenue (See the attached program map).*

- 4.1.2 Building owners and business operators must be current with all City taxes, licenses and fees.*
- 4.1.3 Business owners and operators may be subject to a title search and/or credit check.*

Committee Determination:

|                                      |  |
|--------------------------------------|--|
| Eligible Business Under Section 4.1? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Comments:                            |  |

**a. Are the improvements eligible under Section 4.2?**

Requirement:

*4.2 Eligible Improvements and their matching amount include:*

| <i>IMPROVEMENT</i>   | <i>MATCHING GRANT (Percentage indicates maximum amount of grant funds available)</i> |
|--|--|
| <i>Any eligible improvement, up to \$5,000</i>             | <i>100%</i>  |
| <i>Americans with Disabilities Act Compliance</i>          | <i>75%</i>   |
| <i>Awning</i>  | <i>50%</i>   |
| <i>Façade Enhancement</i>                                  | <i>50%</i>   |
| <i>Façade Enhancement Consistent with Approved Options</i> | <i>75%</i>   |
| <i>Landscaping</i>   | <i>50%</i>   |
| <i>Painting</i>  | <i>50%</i>   |
| <i>Parking Lot</i>   | <i>50%</i>   |
| <i>Pedestrian Environment (sidewalks, walkways, public</i> | <i>75%</i>   |



|  |            |
|--|------------|
| <i>plaza, lighting, code compliance, roof, rot repair, masonry cleaning, rain gutter and downspout repair, new siding)</i> |            |
| <i>Replacement Signs</i>   | <i>50%</i> |

Committee Determination:

|   |  |
|---|--|
| i. Type of Improvement listed in Section 4.2:   |  |
| ii. Is the improvement eligible as described in Section 4.3: Does it comply with the Purpose and Intent of the Program and the Program Objectives?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                 |
| iii. What is the match percentage?  |  |
| iv. Expenses incurred after January 1, 2018?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                 |
| v. Is the grant request over \$15,000?  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                 |
| If Yes, did the committee and City Manager make the finding that the project would provide an exceptional public benefit and qualify for more than \$15,000? <b>(Final Approval by City Council Required)</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| vi. What amount does the Committee recommend be approved under this program?  |  |
| Recommendation of Grant Review Committee for File:<br><input type="checkbox"/> Approval <input type="checkbox"/> Denial<br><br><u>Comments:</u>   |  |
| Decision by the City Manager:<br><input type="checkbox"/> Approval; Including Grant Review Committee Recommendations<br><input type="checkbox"/> Denial   |  |
| _____   | _____  |
| Ray Towry, City Manager   | Date   |



# REQUEST FOR COUNCIL ACTION

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**Title:** Downtown Streetscape and Parking Plan Contract

**Preferred Agenda:** January 12, 2021

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

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

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

**Relevant Code/Policy:** §3.12.010 Public Contracts and Purchasing

**Towards Council Goal:** Goal 4.4 Develop a Downtown Streetscape Plan, Goal 3.2: Community Safety

**Attachments:** Streetscape and Parking Plan Draft Contract  
Exhibit C, Request for Proposals  
Exhibit D, DLA Proposal  
Exhibit E, DLA Scope of Services and Pricing

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**Purpose of this RCA:**

The purpose of this RCA is to approve a contract for the Downtown Streetscape and Parking Plan.

**Background/Context:**

In early 2020, the Council set a goal for the completion of a Downtown Streetscape and Parking Plan. The intent of the project is to create a standard plan for landscaping, trees, lighting, signage, street furniture and parking in the downtown core (identified as the Main and Long Street Corridors between 9<sup>th</sup> avenue and 18<sup>th</sup> Avenue). Ultimately, the goal is to make downtown Sweet Home a more appealing place for residents and visitors by beautifying the public right-of-way, and making the area more pedestrian friendly. Private businesses and property owners will be able to capitalize on this increase foot traffic by beautifying their own properties and increasing the offered products and services in the area.

This project is funded in the current budget within the Economic Development Fund. \$464,696 is available in this fund for Economic Development Projects such as this one, the Commercial Exterior Improvement Program, and other Council Economic Development priorities.

The Council approved the Request for Proposals in October, 2020, and Staff then advertised the project. The City received two proposals, and a review committee identified Dougherty Landscape Architects (DLA) as the highest scorer. Staff then negotiated the attached draft contract, scope of work, and pricing with DLA.

Due to the size of the project area and the level of costs, Staff negotiated a base scope of services, and a list of optional services. This allows the Council to give more direction on the cost of the project.

The base scope of services totals \$33,220. The final product will be a conceptual design for prototypical blocks within the core area, which is roughly half of the overall site. This final design will include pedestrian safety improvements and amenities, parking recommendations, new landscape areas and street trees, street light locations, integrated art locations, public gathering plazas, pocket parks, furnishings, and other elements defined during the design process.

Optional services include a final conceptual design for the entire project area, parking study, street lighting consultation, civil engineering data compilation and review, civil engineering assessment of existing utilities and drainage, cost estimates, illustrative renderings, and a final project report. If all are selected, these optional services could add over \$42,000 to the cost of the project.

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

How does the City accomplish its goal of creating a Downtown Streetscape and Parking Plan?

### **Stakeholders:**

- Sweet Home Residents – Residents deserve an appealing and walkable downtown area where they can spend their leisure time and find the services and products they want.
- Downtown Businesses and Property Owners – Downtown Businesses and Property Owners deserve a public right-of-way next to their buildings that properly directs the flow of both vehicle and foot traffic, and provides typical downtown amenities that attract visitors and create a pleasant experience for patrons.
- Sweet Home City Council – The City Council has an interest in adopted plans for the downtown right-of-way that accomplish its goals and improve the overall quality of life within the City.

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

The base scope of service amounts to \$33,220. Optional services could amount up to \$42,235, which would bring the total cost to \$75,455. This includes only the Downtown Streetscape and Parking Plan, and none of the actual costs of construction of any improvements. The Economic Development Fund currently has \$464,696 available for projects such as this.

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

A stable solution includes the approval of a contract with a qualified firm that will further the Council goal of creating a Downtown Streetscape and Parking Plan.

### **Options:**

1. Do Nothing – The Council could choose to do nothing at this time, and work toward its goal at a later time.
2. Approve the Draft Contract with Dougherty Landscape Associates for the Sweet Home Downtown Streetscape and Parking Plan as Presented authorizing only the Base Scope of Services – This will enable staff and DLA to begin work on the project, and will limit the project to the least work and least cost.
3. Approve the Draft Contract with Dougherty Landscape Associates for the Sweet Home Downtown Streetscape and Parking Plan as Presented and Authorize all the Optional Services– This will enable staff and DLA to begin work on the project, and will provide the City with the most extensive Streetscape and Parking Plan.

4. Approve the Draft Contract with Changes and other Directives regarding Optional Services – The Council may choose to direct Staff to make changes to the Contract and approve the amended document, and give Staff other directions regarding the optional services.
5. Direct Staff to Research Other Options – The Council may direct staff to research other ways to accomplish its goals.

**Recommendation:**

Staff recommends option 3: Motion to approve the Draft Contract with Dougherty Landscape Associates for the Sweet Home Downtown Streetscape and Parking Plan as Presented and Authorize all the Optional Services.

**City of Sweet Home  
Personal Services Contract for  
Planning or Design Services**

This Contract is by and between the City of Sweet Home (“City”) and Dougherty Landscape Architects, Inc. (“Consultant”) for the development of a Downtown Streetscape and Parking Plan.

**A. RECITALS**

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

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

City has awarded the contract to Consultant.

**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 Proposals
- Exhibit D – Consultant’s Proposal
- Exhibit E – Consultant’s Price Proposal

**C. AGREEMENT**

**1. Schedule for Rendering Services**

1.1 Commencement. Consultant is authorized to begin rendering services under this contract from the date of its execution.

1.2 Time for Completion. Consultant shall complete its obligations within 12 months of contract execution.

If, through no fault of Consultant, such time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

If City authorizes changes in the scope, extent, or character of Consultant’s services, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant’s performance of its services.

If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled to the recovery of direct damages, if any, resulting from such failure.

## **2. Scope of Work**

Consultant shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, and as may be described by future addenda to this Contract.

## **3. Compensation**

3.1 Compensation. For the services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in a lump sum amount not to exceed \$33,220 for the Base Scope of Services, with additional charges for optional services, as listed in Exhibit E, Consultant's Price Proposal.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibits A, C, and D, Consultant shall invoice the City in summary form, itemized by work tasks, for all services performed under this contract. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

### 3.3 Payments.

- a. City will review Consultant's invoice and within ten (10) days of receipt notify Consultant 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 Consultant for services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant 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, Consultant may, after giving seven (7) days written notice to City, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

## **4. Contractor Is an Independent Contractor**

Consultant 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 Consultant's completed work, City cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by City to cover Consultant's tax obligations. Consultant 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 or by electronic mail, 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 electronic mail shall be followed by a hard copy. All notices shall be addressed as follows:

City: Blair Larsen, Community and Economic Development Director  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
Phone: (541) 818-8036  
Electronic Mail: blarsen@sweethomeor.gov

Consultant: David Dougherty, Principal  
Dougherty Landscape Architects, Inc.  
474 Willamette, Suite 305  
Eugene, OR 97401  
Phone: (541) 683-5803  
Electronic Mail: david@dldesign.com

## 6. Indemnification

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

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

## 7. Insurance Requirements

7.1 During the term of this Contract, Consultant 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):

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

\$2,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.  
\$2,000,000 – umbrella liability coverage  
Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- d. Professional Liability for Errors and Omissions insurance covering Consultant'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 Consultant 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, Consultant shall furnish City with executed copies of such policies of insurance. Consultant 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 Consultant's 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 Consultant, 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 Consultant 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. Consultant shall indemnify City for any liability incurred by City as a result of Consultant's breach of the warranty under this paragraph.

## **9. Hours of Employment**

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

## **10. Assignments and Subcontractors**

Consultant may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Consultant'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, Consultant shall remain liable for all of its obligations under this Contract.

## **11. Labor and Material**

Consultant 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 Consultant 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 Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

### **13. Termination for Convenience**

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

13.2 City may unilaterally order Consultant to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Consultant to resume those services, Consultant 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 Consultant, 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 Consultant to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

### **15. Termination for Default**

Either City or Consultant 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 Consultant fails to perform in the manner called for in this Contract or if Consultant 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 Consultant setting forth the manner in which Consultant is in default. Consultant 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 Consultant, 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 Consultant shall pay to City the amount of the reasonable excess.

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

16.3 If City breaches this Contract, Consultant's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant 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, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by City, Consultant 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, Consultant 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 Consultant 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. CONSULTANT 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**

Consultant 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, Consultant 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 Consultant'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. Consultant, 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. Consultant 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 Consultant agrees that:

Consultant is an experienced engineering or landscape architecture 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.

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

Consultant 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 Consultant shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

## **21. Drawings, Specifications and Other Documents**

Consultant 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**

Consultant 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. Consultant shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Consultant or its sub-consultants. Consultant further agrees to assist City in resolving problems relating to any project designs or specified materials.

## **23. Contract Performance**

Consultant shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Consultant shall not be liable for delays that are beyond Consultant's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Consultant's warranties or a default or defect in performance by Consultant 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 Consultant'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, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant 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**

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

## **26. City Obligations**

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

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

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Consultant, 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 Consultant has performed requisite project management and oversight duties.

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

26.7 City shall pay Consultant in accordance with paragraph 3 and Exhibit E of this Contract, upon receipt of Consultant'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 Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **28. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant 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. Consultant shall not be liable for any consequential damages under this Contract.

## **31. Foreign Contractor**

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant 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. Consultant 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**

Consultant 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 Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from City's and/or Consultant's sub-consultants to maintain the confidentiality of information of City.

### **33. Force Majeure**

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

### **34. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Consultant of the same or any other provision. City's consent to or approval of any act by Consultant 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 Consultant, 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, Consultant certifies under penalty of perjury that Consultant is, to the best of Consultant’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

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name: Ray Towry

Name: David Dougherty

Title: City Manager

Title: Principal, Dougherty Landscape Architects

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

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

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

Approved as to form.

By: \_\_\_\_\_

Name: Robert Snyder

Title: City Attorney

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

## Exhibit A

### Scope of Work

#### SERVICES AND RESPONSIBILITY OF CONSULTANT

The Scope of Services includes site analysis and assessment, community engagement, development of conceptual designs, including plan view and roadway sections, stormwater management facilities, pedestrian and landscaping amenities, phasing, and cost estimates. This project seeks to improve the downtown area by achieving the following objectives:

- Standards for street tree and landscaping locations and species that can be distributed throughout the downtown in a consistent manner. Due to the lack of available space in the existing right-of-way, the City recognizes that some improvements may require the loss of some on-street parking areas.
- Standards and proposed locations for street furniture and other pedestrian amenities that can be distributed consistently throughout the project area.
- A lighting plan that will both meet the existing needs of the area, but also the needs of future improvements identified through this project.
- A wayfinding plan for the area that can identify not only public sites but also provide options for private businesses.
- A plan for improved utilization of both on-street and off-street public and private parking areas that will meet current and future needs, while promoting pedestrian activity and making it easier for visitors to access private businesses and public amenities. The City anticipates that landscaping and street trees may necessitate the removal of some on-street parking spaces and seeks to ensure that any parking lost due to improvements identified through this project are replaced with adequate off-street parking.
- Standards and recommended locations for street art and outdoor dining or other business uses of the public right-of-way typical of downtown areas.
- Recommended locations and layouts for a public plaza that can serve as an event venue and public gathering place.
- Proposed phasing and cost estimates for improvements made in accordance with the adopted plan(s).

This project is limited to the creation and public adoption process of plans that meet these objectives. The future capital projects needed to fulfill adopted plans will be the responsibility of the City. Project considerations must carefully evaluate public input, as well as the unique character, existing conditions, and future development potential of the area. The scope of services and deliverables to be performed by the consultant pursuant to this RFP include, without limitation, the following services concerning the project:

- A. Project Scoping: Meet with City staff to finalize project scope, goals, objectives, schedule, and process. Conduct a site analysis and assessment.
  - a. Deliverables
    - i. Post meeting notes summarizing key information.
    - ii. Site analysis and assessment report.
- B. Develop Project Concepts
  - a. Produce 3 to 5 preliminary streetscape and parking plan concepts, with a focus

- on pedestrian oriented design and connectivity, business/residential access and landscaping.
- b. Conduct a series of stakeholder and community meetings to revise and develop the corridor concepts into a final preferred conceptual design with approval from the City and buy-in from residents, property and business owners.
  - c. Present preferred design and plan package to Planning Commission and City Council in a public forum, receive feedback, and edit as necessary.
  - d. Deliverables:
    - i. Conceptual designs to include a combination of reports, draft plans, color renderings, perspectives, plan views, and cross sections to a level of detail that clearly demonstrates concepts and intent.
    - ii. Public input report: A brief summary of public input meetings, including dates, attendance, and results.
- C. Finalize Conceptual Design and Planning Level Cost Estimates
- a. Once a design is selected by the City Council, a final design package will be presented to stakeholder group, City staff, Planning Commission, and City Council. The final design package must include, without limitation, plan views and typical cross sections of pedestrian and bicycle improvements, drainage design, landscaping and lighting plan, parking and street improvements, and parking and plaza recommendations.
  - b. Deliverables:
    - i. 3-D Renderings including AutoCAD and pdf electronic file types as well as plan sheets and bound reports of the final project package.
    - ii. Preliminary list of materials and quantities sufficient to prepare future construction cost estimates.

## Exhibit B

### Oregon Public Contracting Requirements

#### ORS CHAPTERS 279B AND 279C REQUIREMENTS

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

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

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

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

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

DRAFT

**Exhibit C**  
**Request for Proposals**

DRAFT

**Exhibit D**

**Consultant's Proposal**

DRAFT

**Exhibit E**

**Consultant's Schedule of Rates and Charges**

DRAFT



## **REQUEST FOR PROPOSALS**

**Project: SWEET HOME DOWNTOWN STREETScape AND PARKING PLAN**

**Proposal Due Date: November 13, 2020 at 4 PM.**

### **City of Sweet Home**

Community & Economic Development Department

3225 Main Street

Sweet Home, Oregon 97386

### **Contact Person**

Community & Economic Development Director

Blair Larsen

(541) 818-8036 (Direct)

[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)

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# 1 Introduction

The City of Sweet Home (City) is issuing this Request for Proposals (RFP) to solicit proposals from firms capable of providing landscape architecture, design, and related services necessary to complete a Downtown Streetscape and Parking Plan as described in Section 1.4 of this document. The selected Proposer will report directly to the Community & Economic Development Director and/or his or her designee.

Proposers shall be licensed to practice engineering and/or landscape architecture in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS) and/or the Oregon State Landscape Architect Board (OSLAB).

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

## 1.1 Background and Objectives

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

The City receives thousands of summer tourists for local attractions including recreational boating and fishing on the South Santiam River, Foster Lake, and Green Peter Lake; and the Oregon Jamboree concert festival which draws approximately 15,000 visitors each summer. The City is also a frequent stop for fuel and supplies for travelers between the Willamette Valley and central Oregon.

For the purposes of this project, the downtown area consists roughly of the Main Street and Long Street corridors, between 9<sup>th</sup> and 18<sup>th</sup> Avenues (see attached map). In the 1990's ODOT improved Main St/Hwy 20 by adding a dividing median and pedestrian bulbouts at crosswalks. Long Street retains its original design from the 1940's and 50's.

The City desires to improve the downtown area into an attractive, walkable and bikeable destination that will appeal both to residents and visitors. The City already has a façade improvement grant program, but some of the weaknesses in the downtown are either within the public right-of-way or consist of needed public additions that the area currently lacks.

This project will require a multi-disciplinary team that may include a landscape architect, civil engineer, transportation planner, and/or other professionals. The purpose of this RFP is to select a consultant team to perform the Services (as defined below) and complete a comprehensive streetscape design and parking plan that includes all of the elements described in this RFP.

The estimated time period in which the Services will be performed will begin in December 2020 through approximately May 2021.

## 1.2 Scope of Services

The Scope of Services includes site analysis and assessment, community engagement, development of conceptual designs, including plan view and roadway sections, stormwater management facilities, pedestrian and landscaping amenities, phasing, and cost estimates.

This project seeks to improve the downtown area by achieving the following objectives:

- Standards for street tree and landscaping locations and species that can be distributed throughout the downtown in a consistent manner. Due to the lack of available space in the existing right-of-way, the City recognizes that some improvements may require the loss of some on-street parking areas.
- Standards and proposed locations for street furniture and other pedestrian amenities that can be distributed consistently throughout the project area.
- A lighting plan that will both meet the existing needs of the area, but also the needs of future improvements identified through this project.
- A wayfinding plan for the area that can identify not only public sites but also provide options for private businesses.
- A plan for improved utilization of both on-street and off-street public and private parking areas that will meet current and future needs, while promoting pedestrian activity and making it easier for visitors to access private businesses and public amenities. The City anticipates that landscaping and street trees may necessitate the removal of some on-street parking spaces and seeks to ensure that any parking lost due to improvements identified through this project are replaced with adequate off-street parking.
- Standards and recommended locations for street art and outdoor dining or other business uses of the public right-of-way typical of downtown areas.
- Recommended locations and layouts for a public plaza that can serve as an event venue and public gathering place.
- Proposed phasing and cost estimates for improvements made in accordance with the adopted plan(s).

This project is limited to the creation and public adoption process of plans that meet these objectives. The future capital projects needed to fulfill adopted plans will be the responsibility of the City. Project considerations must carefully evaluate public input, as well as the unique character, existing conditions, and future development potential of the area. The scope of services and deliverables to be performed by the consultant pursuant to this RFP include, without limitation, the following services concerning the project:

- A. Project Scoping: Meet with City staff to finalize project scope, goals, objectives, schedule, and process. Conduct a site analysis and assessment.
  - a. Deliverables
    - i. Post meeting notes summarizing key information.
    - ii. Site analysis and assessment report.
- B. Develop Project Concepts
  - a. Produce 3 to 5 preliminary streetscape and parking plan concepts, with a focus on pedestrian oriented design and connectivity, business/residential access and landscaping.
  - b. Conduct a series of stakeholder and community meetings to revise and develop the corridor concepts into a final preferred conceptual design with approval from the City and buy-in from residents, property and business owners.

- c. Present preferred design and plan package to Planning Commission and City Council in a public forum, receive feedback, and edit as necessary.
  - d. Deliverables:
    - i. Conceptual designs to include a combination of reports, draft plans, color renderings, perspectives, plan views, and cross sections to a level of detail that clearly demonstrates concepts and intent.
    - ii. Public input report: A brief summary of public input meetings, including dates, attendance, and results.
- C. Finalize Conceptual Design and Planning Level Cost Estimates
- a. Once a design is selected by the City Council, a final design package will be presented to stakeholder group, City staff, Planning Commission, and City Council. The final design package must include, without limitation, plan views and typical cross sections of pedestrian and bicycle improvements, drainage design, landscaping and lighting plan, parking and street improvements, and parking and plaza recommendations.
  - b. Deliverables:
    - i. 3-D Renderings including AutoCAD and pdf electronic file types as well as plan sheets and bound reports of the final project package.
    - ii. Preliminary list of materials and quantities sufficient to prepare future construction cost estimates.

## 2 Description of Procurement Process

### 2.1 Procurement Process and Schedule

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

| Activity                        | Date              |
|---------------------------------|-------------------|
| Issue RFP                       | October 16, 2020  |
| Proposal Due Date               | November 13, 2020 |
| Review and Scoring of Proposals | November 30, 2020 |
| Negotiations                    | December 7, 2020  |
| Notice of Intent to Award       | December 14, 2020 |
| Award contract                  | December 21, 2020 |

### 2.2 City Rights and Options

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

- a. To supplement, amend, add to, delete from, substitute, and/or change this RFP at any time.
- b. To determine which Proposer, if any, should be selected for interviews and/or negotiations.
- c. To reject any or all proposals or information received pursuant to this RFP.
- d. To cancel this RFP with or without the substitution of another RFP or pre-qualification process.

- e. To request additional data or information after the submittal date, if such data or information is considered pertinent, in the City's sole view, to aid the review and selection process.
- f. To conduct investigations with respect to the qualifications and experience of each Proposer.
- g. To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the City.
- h. To require one or more Proposers to supplement, clarify or provide additional information necessary for the City to evaluate the proposals received.
- i. To waive any minor defect or technicality in any proposal received.
- j. To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

### **2.3 Expense of Submittal Preparation**

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

### **2.4 Public Records**

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure.

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

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

### **2.5 Questions/Clarifications Request**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proposer. Proposers must request such interpretation or clarification in writing from the City. If any Proposer has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or otherwise requires clarification, such matters should be

submitted in writing no later than 4 p.m., local time on November 6, 2020, to:

Blair Larsen  
Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386  
Email: [blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)

Note: Only written or email contacts will be acknowledged.

Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP and shall become part of this RFP. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent by email to each Proposer no later than four days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding.

Contact with City officials (other than Blair Larsen, Community & Economic Development Director) is not allowed and will be considered as grounds for disqualification from the selection process.

## **2.6 Equal Opportunity Requirements**

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

## **2.7 Protest Procedures**

### **2.7.1 Protests of Solicitation**

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

### **2.7.2 Protests of Contract Award**

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

### 3 Proposal Submission Instructions and Requirements

#### 3.1 General Instructions and Submittal Deadline

Proposers shall provide three (3) hard copies (one of which must be original) and one electronic PDF copy of the Proposal to:

Blair Larsen  
Community & Economic Development Director  
3225 Main Street  
Sweet Home, Oregon 97386

Proposals are due on **November 13, 2020 by 4 p.m. local time**. The package shall be clearly labeled "Sweet Home Streetscape and Parking Plan Proposal."

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

#### 3.2 Format for Proposals

Please submit written proposals in compliance with the following organization:

1. Introductory Letter
2. Staffing Plan
3. Consultant Qualifications.
4. Project Understanding and Approach
5. References
6. Pricing

Narrative pages are to be on 8 ½ x 11 paper and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

Consultants are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the consultant to organize the information required by this RFP as outlined may result in the City, at its sole discretion, disqualifying the consultant from further consideration.

##### 3.2.1 Introductory Letter

The letter will name the person(s) authorized to represent the consultant in any negotiations and name of the person(s) authorized to sign any contract which may result. The letter will identify insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant.

##### 3.2.2 Proposal Contents

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

evaluated.

- A Landscape Architect or a Civil Engineer licensed to work in the State of Oregon.
- Good legal standing.
- Ability to provide the work needed by the City to the standards required by the City.
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

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

#### *Corporate Profile & Legal Qualifications*

- Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.
- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Name and license number of the individual who will serve as the project lead.
- Identify proposed subconsultants, if applicable.
- Demonstrate good legal standing in Oregon (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

#### *Technical Experience & Qualifications*

- A current résumé for the individual who will serve as the project lead, including a description of qualifications, skills, and responsibilities.
- The names of professional persons who will assist the project lead in performing the work and a current résumé for each, including a description of qualifications, skills, responsibilities, professional registrations and certifications, and office location.
- Explanation of proposer's facilities and availability of support staff.
- Organizational chart identifying members of the team, including subconsultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used and proof of adequate professional liability insurance for any subconsultants.
- Description of Proposer's project management techniques.
- Description of Proposer's expertise in the following areas:
  - Design of pedestrian and bicycle facilities;
  - Design of street tree, landscaping, and lighting plans;
  - Design of downtown parking plans;

- Design of public plazas;
- Design of outdoor dining or other business uses of the public right-of-way typical of downtown areas.
- Description of similar previous work demonstrating quality of work, ability to meet schedules, cost control and contract administration.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided, if available. (For all references, please include names, phone numbers, and description of work performed.)
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFP and any resulting contract as proposer’s provision of professional engineering services to any private property owner or developer within the City’s jurisdictional boundaries.

## 4 Review and Evaluation

Submissions received in response to the RFP will be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to the scoring criteria listed below.

### 4.1 Minimum Required Qualifications

Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. A duly authorized representative empowered to bind the consultant must sign the proposal.
2. The proposal must include at least 1 licensed Civil Engineer in good standing with OSBEELS or 1 licensed Landscape Architect in good standing with OSLAB.
3. Documentation of the Proposer’s ability to provide the required insurances specified in Section 7 of the attached contract form.

### 4.2 Scoring Criteria

All responsive proposals from qualified consultants that meet the minimum required qualifications will be evaluated on the following criteria:

|  |            |
|--|------------|
| <p><b>Staffing Plan.</b> Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to this project, their roles and responsibilities, and their qualifications and experience.</p> | <p>30%</p> |
|--|------------|

|   |     |
|---|-----|
| <p><b>Firm Qualifications.</b> Demonstrate ability to provide responsive services to assist City throughout the Project, based on the amount and type of staff resources available to perform the Services. This may include resources available for the duration of the Project, examples of similar projects that the firm has completed, the firm’s experience with local governments and public input processes, internal procedures or policies associated or related to work quality and cost control, management and organization capabilities, etc.</p>   | 30% |
| <p><b>Project Understanding and Approach.</b> Demonstrate a clear and concise understanding of the Services, including, without limitation, a basic or preliminary understanding of the Project, and the methodology and course of action used to meet the goals and objectives of the Project. The basic issue is whether the firm has a clear and concise understanding of the Project (based on existing information), the major issues to address, and whether a project approach has been formulated. Elements to be considered include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>• The firm’s basic understanding of the Project as demonstrated within the firm’s proposal;</li> <li>• Provision of a clear and concise explanation of Services;</li> <li>• Demonstrate general knowledge of state and federally funded street and landscape projects; and</li> <li>• Identify unique design issues and recommend timely, effective, and efficient approaches to resolve these issues.</li> </ul> | 30% |
| <p><b>References.</b> Provide references and recommendations from at least three current or former clients. References should establish the firm’s or consultant’s demonstrated ability to successfully and reliably complete similar projects.</p>   | 10% |

The City may reject any proposal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFP. A proposal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City. The City reserves the right to reject any and all responses to the RFP and is under no obligation to award a contract.

The City intends to select the best scoring proposal and to negotiate an agreement and price with that consultant. However, should the negotiations fail to result in an executed agreement with the best qualified consultant, the City may elect to terminate negotiations and begin negotiations with the second-best scoring proposal or cancel the procurement process.

The responsibility for the final selection and negotiation rests solely with the City.

### 4.3 Selection

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

Each member of the evaluation committee shall complete an evaluation sheet ranking each

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

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

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

It is the desire of the City to have a contract in place no later than December 21, 2020.

## **5 CONTRACT**

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

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

The City anticipates payment for services in a lump sum, not-to-exceed amount. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

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

The City of Sweet Home is an Equal Opportunity/Affirmative Action Employer.

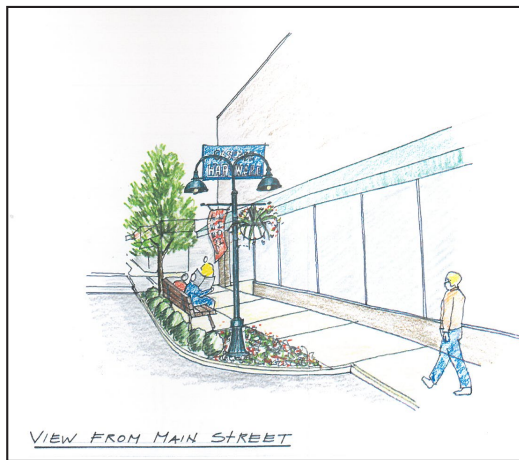
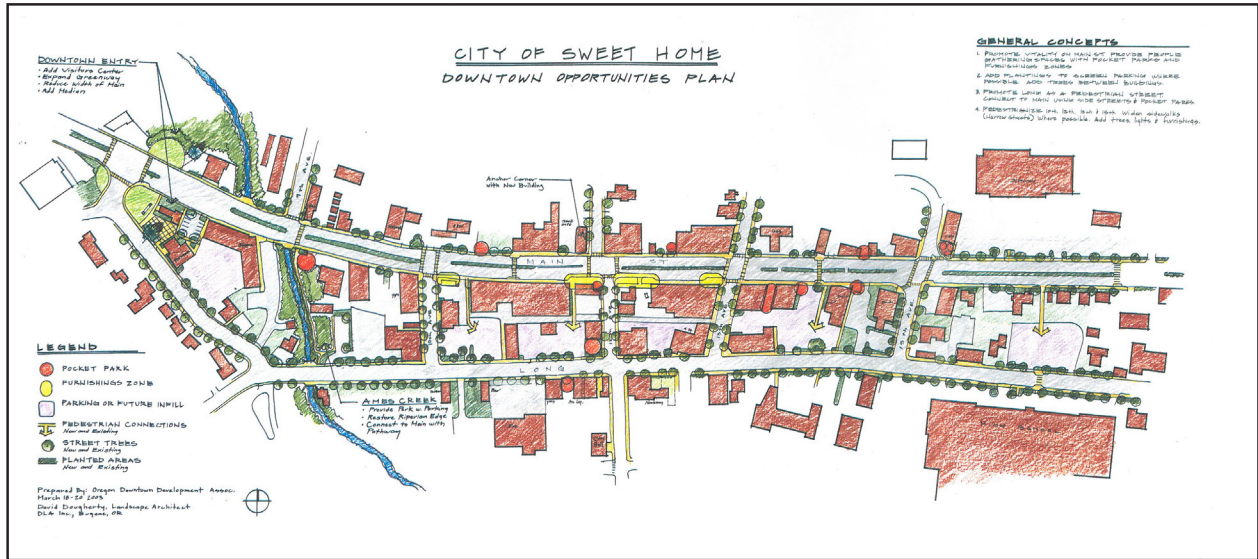
Women, Minorities and Disabled Persons are encouraged to apply.

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

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

# The City of Sweet Home

## Sweet Home Downtown Streetscape and Parking Plan



November 13th, 2020



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1. **Introductory Letter**
2. **Staffing Plan**
3. **Consultant Qualifications.**
4. **Project Understanding and Approach**
5. **References**
6. **Pricing**
7. **Appendix**



November 13, 2020

Blair Larsen  
Community & Economic Development Director  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386

**Re: Sweet Home Downtown Streetscape and Parking Plan**

Dear Patrick and Evaluation Committee members,

The Dougherty Landscape Architects (DLA) Team greatly appreciates this opportunity to provide our services to your community. Your RFP is well written and informs our clear understanding of the vision and goals for the Sweet Home Downtown Streetscape and Parking Plan. We trust that the pages within this proposal will illustrate our high level of qualifications and ability to perform this work creatively and professionally. We understand the overall goal of providing an attractive, walkable and bicycle friendly destination. Our team will work hard to earn the trust of the City of Sweet Home and the stakeholders by providing valuable design services in collaboration with the community's creative thought, vision and guidance.

We have carefully assembled a team of experienced professionals that bring a depth of experience with direct community outreach and successfully completed projects. The design team will be led by David Dougherty, Principal of Dougherty Landscape Architects (DLA Inc.), with a portfolio of urban redevelopment projects that clearly parallels this project. Matt Keenan from KPFF Engineers will lead the civil engineering design services needed for design process plans. Kelly Sandow of Sandow Engineering will provide the parking, traffic and streetscape lighting scope of services. Our team has worked seamlessly together and based on our collective experience on recent streetscape projects. The results of our collaboration will be impressive.

Our team has earned an excellent reputation for facilitating community engagement to inform design solutions. We consider the interested stakeholders and community members vital to success of our plans. We will conduct the public outreach process to clearly understand the vision for Sweet Home and implement agreed upon solutions that reflect that vision. The DLA team is well equipped to prepare reliable cost estimates throughout the design process.

The conceptual design must be anchored in feasibility and accurate enough to launch the subsequent final design. Construction feasibility is always a high priority for us during the design process. Our team has a proven track record of guiding many projects from conceptual design through final documentation and built streetscapes. You will find examples of this experience throughout the pages of this proposal. Not only have many of our projects been built, but they have also brought quantifiable revitalization and a return on the investment for these communities. Vacancy rates have been reduced and private investment has increased as a result of our built streetscape and enhancement projects.



There is a renewed sense of civic pride that is emerging in many communities in which our plans have been implemented. The successes enjoyed by the cities of Canby, Florence, Albany, Toledo, Creswell, Gervais and Veneta illustrate proven results. These projects, like Sweet Home, are anchored within the downtown but involve important connections to adjacent amenities and mixed use neighborhoods. However, the key to success of these projects is the careful process of listening to client and public voices and integrating community vision into the design. In doing so, and in resolving complex urban constraints and parking issues, we have projects that have exceeded the goals and have laid the framework for continued revitalization.

Our goal is to create a shared vision with you for Downtown Sweet Home that is rooted in your local community and sensitive to previous streetscapes and neighborhood planning efforts. It is with certainty that this project will explore a diversity of design options and evaluate the best and highest use of the project site for flexibility, to make this a win-win for the residents, stakeholders and the community.

We look forward to the first step in creating an impression that will create value and continue to provide the success that you have already initiated for the City of Sweet Home.

It would be a pleasure to work with you and your staff, stakeholders and residents on this important downtown streetscape and parking. Our team would bring a high level of commitment and performance to Sweet Home and we would be excited to begin a long-lasting relationship with you and the city.

Sincerely,

David Dougherty, Principal

DLA Inc.

*Note - DLA complies with the insurance requirements outlined in the City of Sweet Home Personal Services Contract for Planning or Design Services.*

**DLA Inc.**  
474 Willamette  
Suite 305  
Eugene OR 97401  
541.683.5803  
[www.DLAdesign.com](http://www.DLAdesign.com)

**KPFF**  
800 Willamette Street  
Suite 400  
Eugene, OR 97401  
541.684.4902  
[www.kpff.com](http://www.kpff.com)

**Sandow Engineering**  
160 Madison Street  
Suite A  
Eugene OR 97402  
541-.513.3376  
[www.sandowengineering.com](http://www.sandowengineering.com)

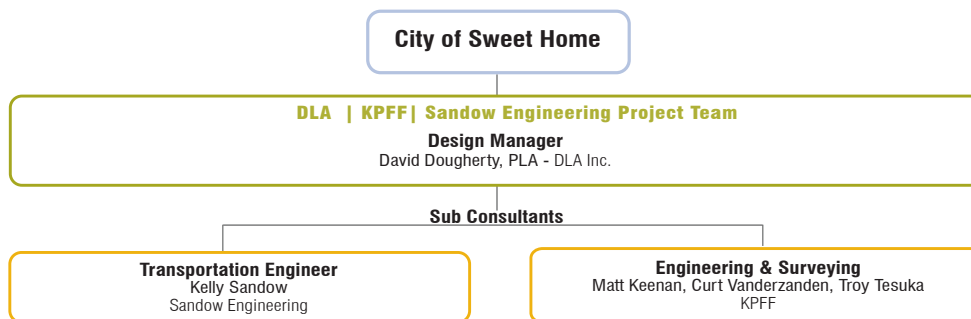
## 2. Staffing Plan

### Firm Overview and Qualifications

DLA, KPFF Engineers & Sandow Engineering have teamed up to provide specialized expertise in the concept planning and urban design of streetscape improvement projects that enhance downtowns, improve public spaces and aid economic development. DLA is a recognized leader in the programming, planning and design of downtown revitalization, streetscape improvements and pedestrian access. DLA has significant Urban Design and Landscape Architecture experience in Sweet Home which enhances our qualifications for the streetscape project. See the sections below for more detail.

The DLA | KPFF | Sandow Engineering Team is very active with downtown renewal projects, a specialized field that requires a high level of commitment and the ability to communicate effectively and, more importantly, to listen carefully. The City of Sweet Home's Comprehensive Streetscape Design and Parking Plan project will be led and carried through by a team experienced in working on these types of projects with an extensive public outreach process.

### Organization Chart



### Key Staff Bios - DLA



#### David Dougherty – DLA Inc.

**Qualifications & Experience:** BSLA (Landscape Architecture), The Ohio State University; 36 years professional experience; 27 years as DLA Principal. David has a long history of major commercial and public improvement work dating back to his days with the Olin Partnership in Philadelphia. He served as project manager for Bryant Park at the New York Public Library and was a project designer for the Westlake Center in Seattle. In recent years, David has served both as project principal and within project teams to develop conceptual plans, long-term master plans and bid documents for streetscapes and downtown plazas throughout Oregon. He brings a high degree of professionalism and focused attention to all his work.

**Role and Responsibility: Manager - Urban Design.** David is the prime consultant and will participate fully in the public process and will translate community input first into conceptual design options and then into a final design preference. David has extensive experience with this process and will work closely with team members and the City to facilitate efficient project flow.

\*See appendix for resumes



#### Eric Parsons – DLA Inc.

**Qualifications & Experience:** MLA (Master of Landscape Architecture) LSU; 18 years of experience with DLA working on similar streetscape projects.

**Role and Responsibility: Lead Landscape Architect.** Eric will manage the production of the design package documentation including pedestrian improvements and landscape design. Eric will coordinate documentation from the consultants to produce the overall design package

### DLA Team Design Philosophy

We pride ourselves on being team players and good communicators. The DLA | KPFF | Sandow Engineering Team delivers projects in a collaborative style, meaning the owner and consultant team work together during all project phases. By focusing on you, your project goals and listening to your community needs, we deliver your vision, not ours. All of these funds are public funds, and the public trusts us, and you to spend the money wisely and we are here to help facilitate that and bring your vision to reality.



Philomath Plaza

## 2. Staffing Plan



### Luzanne Smith – DLA Inc.

**Qualifications & Experience-** BSc Landscape Architecture, Purdue University; 12 years of experience. Luzanne has worked on conceptual and construction documentation for OR126/US101: Florence Streetscape Project and is currently working on US20 Philomath Streetscape Project

**Role and Responsibility: Senior Associate,** Luzanne will be assisting with design work, documentation and community liaison. She will work closely with the team to take the conceptual designs and translate them into 3D renderings and sections.

### Key Staff Bios KPFF



### Matt Keenan – KPFF Inc.

**Qualifications & Experience:** BS, Civil Engineering, Oregon State University. Matt Keenan is an Associate and Senior Project Manager. He has focused his career on the design of public infrastructure, streetscapes, sustainable stormwater, urban redevelopment, parks, trails and master planning efforts for public and private clients.

**Role and Responsibility: Project Manager - Civil Engineering.** Matt Keenan will lead the civil engineering design for the Streetscape Design and Parking Plan . Matt will take a lead role with the design of utility infrastructure, street layout and innovative stormwater facilities.



### Curt Vanderzanden – KPFF Inc.

**Qualifications & Experience:** Curt brings over 34 years of experience in successfully delivering street improvement projects for municipalities throughout Oregon. His work history covers a range of project types including roadway and utility infrastructure, commercial, residential and institutional site development projects, and parks and trails.

**Role and Responsibility: Principal Engineer.** Principal Curt Vanderzanden will serve as Civil Principal-in-charge, providing technical oversight throughout the effort, and ensuring the KPFF team has the resources allocated to the project to meet the project goals and create a permissible solution.



### Troy Tetsuka – KPFF Inc.

**Qualifications & Experience:** Troy Tetsuka is a Principal and Survey Manager with over 30 years of experience. He is adept at approaching land surveying as a piece of the puzzle within the scope of a larger project, and he believes that it is crucial to the success of a project to not only produce exceptional survey work but also an excellent customer service experience.

**Role and Responsibility: Survey Manager-** Troy is involved in all phases of a project from base mapping and right-of-way/boundary resolution to construction staking a permissible solution.

### Key Staff Bio Sandow Engineering



### Kelly Sandow– Sandow Engineering

**Qualifications & Experience:** Kelly Sandow has 18 years of experience providing transportation analysis, transportation planning, and transportation engineering and lighting design throughout Oregon. She has provided consulting, design and planning services for multi-modal projects and has extensive experience in providing municipalities with roadway improvement options for locations that have unique design considerations.

**Role and Responsibility: Transportation Engineer -** Kelly Sandow's primary role will be the design of the street lighting and evaluation of on-street and off-street parking needs. She will provide design assistance for the streetscape to ensure that all users are safely and efficiently accommodated.



Division Street, Portland (KPFF)



Riverfront District Redevelopment and Streetscape, Eugene (KPFF)

# 3. Consultant Qualifications

## DLA & Team Introduction

*DLA Inc.* was established in 1991 to provide a responsive approach to landscape architecture, urban design and public improvement projects. With a landscape architecture staff of five, DLA has a multifaceted background that spans 29 years, DLA offers a comprehensive scope of services that range from preliminary design and master planning to detail documentation and construction administration. DLA has cultivated expertise on downtown revitalization, streetscapes and public design projects. David Dougherty, firm principal, has, in particular, made this an area of specialization. David has been a featured speaker at the Oregon Main Street Association and worked through the Oregon Downtown Development Association, on dozens of conceptual streetscape design charrettes with economic and marketing impacts components, for small towns across Oregon, including Sweet Home in 2003.

*KPFF* is a collaborative and creative team of civil and structural engineers and surveyors who thrive on designing innovative solutions for projects of all scales. Founded in 1960, KPFF's focus is to serve clients by providing cost-efficient and valuable contributions to the built environment. KPFF has over 20 office locations and employs more than 1,200 staff firm wide, including over 200 employees in Oregon (Portland and Eugene).

*Sandow Engineering* is a Transportation Engineering firm based in Eugene that specializes in parking analysis and lighting design. The team has extensive experience in transportation engineering and transportation planning with nearly 10 years of experience in downtown parking plans, the design of pedestrian and bicycle facilities, lighting plans, traffic operations, signal timing, and technical transportation analysis.

## Minimum Qualifications

The DLA Project Team has both licensed Landscape Architects and Engineers that are in good legal standing in the State of Oregon. Our combined experience highlighted through this RFP show our ability to provide the work needed by the City to a high level of service. In addition to this, DLA complies with the insurance requirements outlined in the City of Sweet Home Personal Services Contract for Planning or Design Services. Corporate profile, legal qualifications, work place policies and conflicts of interest are outlined in the appendix on page 15.

## Ability to provide responsive services

The DLA Team has the staff and technical resources to deliver the conceptual streetscape and parking plan. The DLA team includes Landscape Architects, Surveyors, Civil Engineers and Transportation Engineers, that specialize in illumination and lighting design, parking analysis and design, as well as bicycle and pedestrian design. Our Team can provide site analysis and assessment, community engagement, development of conceptual designs, including plan view and roadway sections, stormwater management facilities, pedestrian and landscaping amenities, phasing, and cost estimates.

*Past experience with the City-* David became especially familiar with the downtown in 2003 while working with the Oregon Downtown Development Association (ODDA). The Resource Team spent significant time in Sweet Home and conducted a thorough examination of the downtown district and the influences that affect it. This in-depth experience will benefit DLA in moving forward with new ideas and solutions to enhance the pedestrian environment within the downtown core.

DLA has also been instrumental to school district improvements associated with recent bond measures. DLA was the Landscape Architect for school expansion and site improvements for Sweet Home High School. Coincidentally, our work included the frontage along Long Street which added to the pedestrian environment. Currently, our work for the entry plazas and landscape for Sweet Home Jr. High School is



Canby, NW 1st Avenue Streetscape

## 3. Consultant Qualifications

being completed. DLA has also assisted Linn County with facility improvements in Sweet Home. This experience gives DLA a familiarity with the city and enhances our ability to move forward with fresh ideas. DLA enjoys working in Sweet Home and looks forward to the streetscape design which will help transform the downtown into the future.

### Resources available:

The DLA Team will devote all resources as required to provide project deliverables within the timeframe set forth in the RFP. The Sweet Home Downtown Streetscape and Parking Plan Project will be a priority for the design team and the City can be assured that there will be direct involvement by the firm principles and support staff. All the design team members have the required software and production capabilities to provide the deliverables outlined in the RFP and will be available to provide timely responses at the City's request. All design team members will travel as required by the Client and the process outlined.

### Examples of similar projects:

The DLA Team has an excellent track record of delivering projects within the budget and our references (page 13) highlight the quality of our work. Detailed examples of similar projects are outlined on pages 5 through 8. In addition to these projects DLA is currently working with the City of Philomath on the US20 Philomath Couplet Corvallis - Newport Highway Project. KPFF is currently working on the Waterfront Redevelopment and Water Avenue Streetscape in Albany and Sandow Engineering has worked on the City Wide Multi-Use Path in Oakland, the 6th and 7th Street Parking Study in Eugene and the Decorative Street Lighting project in Eugene's Market District.

### Firm's experience with local government and public input process:

The DLA Team has worked with numerous government agencies throughout Oregon and is familiar with the municipal code, public design standards and addressing specific agency requirements and program needs.

*David Dougherty* has worked on a number of projects with ODDA (Oregon Downtown Development Association) and has helped municipal governments throughout Oregon articulate a vision for downtown revitalization. DLA also has extensive experience working with county governments and local utility districts. They are also well versed in the public input process.

*Matt Keenan* has worked throughout the Northwest on multidisciplinary teams to deliver streetscape improvement projects for cities and county governmental agencies.

*Kelly Sandow* has provided analysis, plans, and designs for jurisdictions throughout Oregon, including Junction City, Oregon, Eugene, Medford, Central Point, Grants Pass, Bend, Veneta, Warrenton, Coos Bay, Florence, Springfield and Salem.

### Internal procedures and policies:

DLA will serve as project liaison between the design team and the City and will ensure clear and direct communication among all project participants. Our design team process is refined to minimize duplication of services and provides focused project delivery. Years of experience working among design team members facilitates efficient project flow and coordination.

### Management and organization capabilities:

During the Sweet Home Downtown Streetscape and Parking Plan Project, DLA will engage with KPFF and Sandow Engineering early and consistently through ongoing team meetings and design charettes. DLA will review schedules and budgets as the work plan is developed and will lead our team through the public process. David Dougherty, DLA principal, will lead design efforts and will provide project management coordination and leadership. Matt Keenan will provide stormwater design, engineering expertise and a planning level cost estimate. Kelly Sandow will put together a coordinated parking plan for downtown, provide a lighting plan and assist with bicycle and pedestrian design.



Veneta Downtown Streetscape



Creswell Main Street Upgrade

### 3. Consultant Qualifications - Similar Projects

#### OR126/US101: SPRUCE ST - SIUSLAW RIVER BRIDGE PROJECTS

Florence, OR by DLA

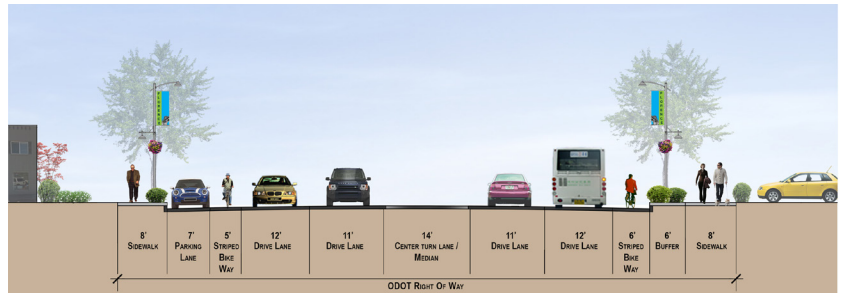
Relevance to Categories outlined in RFP:

- Pedestrian and Bicycle Facilities
- Street Trees and Landscape
- Lighting Coordination
- Public Plazas
- Signage

DLA worked the City of Florence and The Florence Urban Renewal Agency (FURA) to transform the district that extends from the Siuslaw Bridge on Highway 101 to Spruce Street on Highway 126.

*Public Participation* - Over a one year period the team undertook a design visioning process that included meetings with the community and private landowners within the district. Multiple open house and public input meetings were held to ensure that the vision for Florence was consensual and comprehensive.

*Roadway Section and Pedestrian Design*- Proposed design ideas, included: narrowing the existing 100ft wide corridor to create enhanced pedestrian amenities such as wider sidewalks, bike lanes, bulb-outs, lighting, street furnishings, and public plazas with art to create a welcoming place to gather and rest.

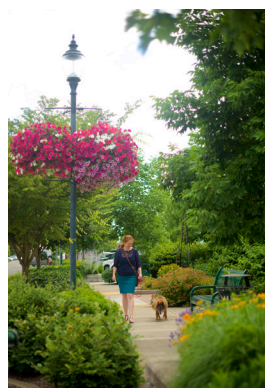
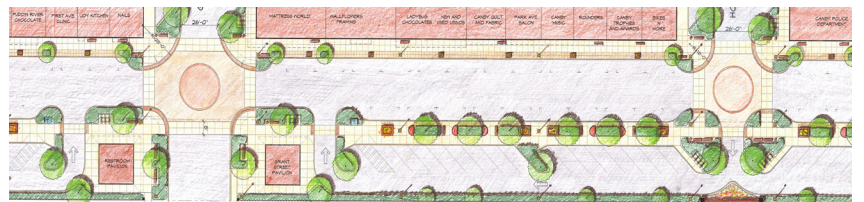


#### NW 1ST AVENUE REVITALIZATION Canby, Oregon by DLA

DLA was contracted by the Canby Urban Renewal District as the lead design firm for this four block main street corridor master plan in Canby Oregon.

This revitalization project included a historic depot and parking lots that serve as flexible spaces to be used for art, markets and events.

DLA worked with civic leaders, concerned citizens and other design professionals to produce a consensus on streetscape redesign, civic spaces and infill opportunities. This has spurred reinvestment and stimulated economic development in the city's downtown.



### 3. Consultant Qualifications - Similar Projects

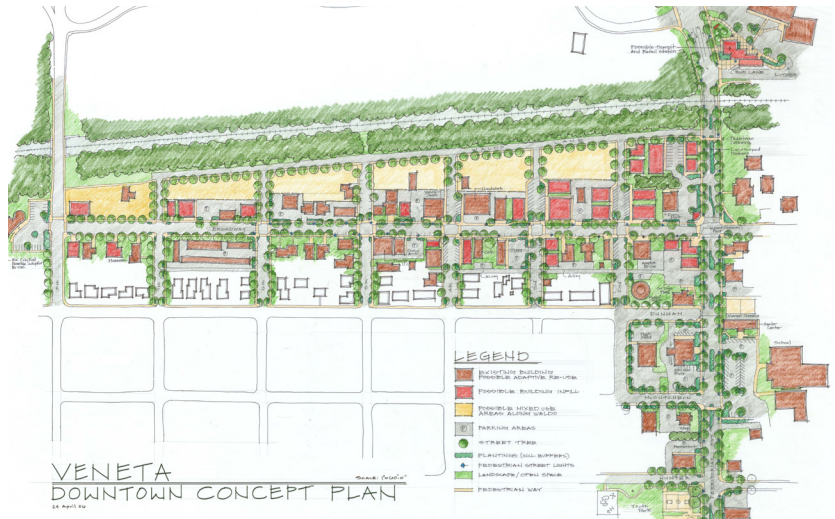
#### DOWNTOWN BROADWAY REDEVELOPMENT

Veneta, OR by DLA

Relevance to Categories outlined in RFP:

- Downtown Parking
- Street Trees and Landscape
- Pedestrian and Bicycle Facilities

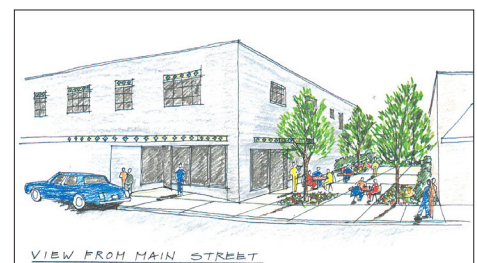
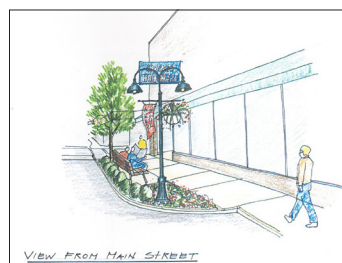
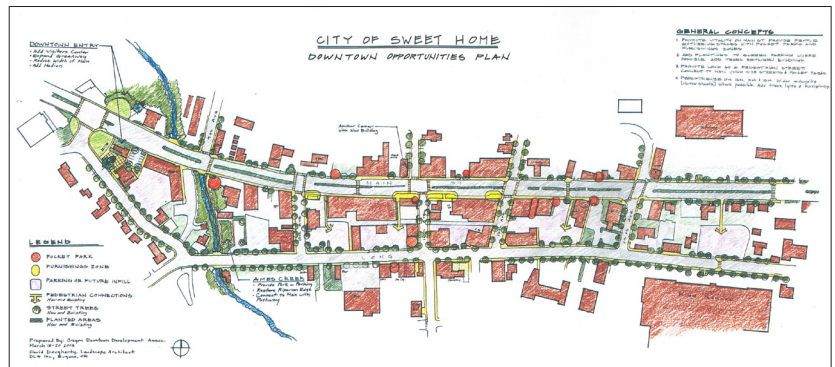
DLA and the Oregon Downtown Development Association (ODDA) worked with The City of Veneta to develop a long term vision for downtown Veneta. We provided a master plan for gateways, opportunity areas, streetscape and transportation improvements. This laid the groundwork for downtown Veneta as a destination. The initial master plan identified and guided various specific downtown revitalization projects. These include a new street for improved circulation and future development. Parking and transportation were addressed with various on street and off street options, providing convenient access for visitors.



#### DOWNTOWN REVITALIZATION PLAN

Sweet Home, OR by DLA

DLA was a key component of the ODDA team that prepared the Resource Team Report in 2003. This effort provided recommendations to revitalize the downtown and create a stronger cultural district. Working with downtown David prepared a master plan that supported these goals. The Master Plan identifies many opportunities within the downtown framework to improve the downtown experience. The plan includes enhancement of public open space, strong gateways to the core, restoration of Ames Creek, and the enhancement of pedestrian environments. Of particular significance are the excellent opportunities to create "Pocket Parks" throughout the downtown. A Parking Management Plan was also a product of these recommendations. DLA has this Resource Team Report and supporting plans available. This experience further enhances DLA's knowledge and qualifications to assist lead the streetscape design process.



### 3. Consultant Qualifications - Similar Projects

#### HISTORIC 1st AVENUE DISTRICT AND STREETScape

Albany, Oregon By DLA

DLA worked closely with city staff, local business owners and design team professionals from master planing through construction on this important downtown project. DLA was instrumental in developing the overall concept and historic aesthetic for streetscape improvements. We also met with business owners to develop site specific solutions for the public spaces just outside their doors. Vacancy rates are down and the project has triggered private investment, pedestrian activity and building renovations throughout the streetscape area.



after



before



after



before

#### CRESWELL MASTER PLAN AND STREETScape UPGRADE

Creswell, Oregon By DLA

DLA worked with the City of Creswell to develop design solutions to revitalize this downtown's Main Street. Numerous public meetings were held to gather community input . These ideas were then consolidated and presented to the city council for approval. Pedestrian safety and parking were improved, attracting visitors and creating a more vibrant downtown experience. Site elements serve to unify the visual landscape and form a cohesive identity for the downtown area.

#### GERVAIS MAIN STREET UPGRADE

Gervais, Oregon By DLA

DLA worked with the City to upgrade Main Street and provide an event space for the community. The popular Gervais Festival, is an annual gathering that brings the community together to celebrate their diversity and encourage young people to be a part of their community. This popular festival has expanded over the years and now draws many locals and visitors. The provision of a dual use space and the focus on a pedestrian environment has encouraged community participation and created strong connections to local businesses.



after



before

### 3. Consultant Qualifications - Similar Projects

#### SE DIVISION STREETScape IMPROVEMENTS

Portland, Oregon By KPFF

KPFF served as the prime consultant for the City of Portland's Bureaus of Transportation and Environmental Services for infrastructure improvements to SE Division Street. This \$13 million, 29-block improvement project was funded through local and federal transportation funds, as well as funds from the City's Bureau of Environmental Services. KPFF provided project management, civil and structural engineering, and surveying services.

The goal was to make a place for people out of a deteriorated, car-centric urban arterial. Visioning groups from the City and community developed a charter prioritizing a shared economy, clean and green environment, healthy community, and sense of place. KPFF's role was to help realize that vision while addressing a host of complex infrastructure and hard engineering concerns that enable the street to function healthfully, well into the future.

The project included pavement rehabilitation, streetscape enhancements, improved traffic flow, incorporation of green street facilities, and implementation of combined sewer rehabilitation and replacement to address capacity deficiencies. Streetscape and utility infrastructure improvements throughout the 29-block corridor included the incorporation of extensive vegetated stormwater facilities and other green street design elements, street trees, curb extensions, crosswalk enhancements, pedestrian facilities, upgraded signalization and public art.



before



after

#### DOWNTOWN HISTORIC DISTRICT STREETScape AND HIGHWAY 101 REDEVELOPMENT

North Bend, Oregon by KPFF

KPFF provided civil engineering design for the redevelopment of the City of North Bend's historic downtown streetscape. The project to revitalize the historic downtown, focused on the improvement of 29 blocks of streetscape, including ODOT's Highway 101 couplet through the center of the city. Improvements consisted of new ADA-compliant sidewalks, curb extensions, historic benches, decorative planters, street trees, decorative and colored paving, pedestrian scale historic street lighting, tree grates, stormwater drainage, building service connections, electrical and communications distribution undergrounding, landscape planting and reuse of historic elements from the McCullough Memorial Bridge.

The development of ODOT's Highway 101 couplet, Sheridan Street and Sherman Street, was a significant aspect of the project. KPFF collaborated with ODOT as a key partner through the planning, design, permitting and construction phases of the development. KPFF also worked closely with the downtown businesses to seek input, gain support, and ensure that disruptions to businesses during construction was minimized.

## 4. Project Understanding and Approach

### Understanding:

The DLA Design Team is excited about the prospect of assisting the City of Sweet Home with this streetscape development effort. Our team understands the City's desire to improve the downtown area into an attractive, walkable and bikeable destination that will appeal to both residents and visitors. To this end, the City has requested the professional services of a multi-disciplinary consultant team to perform services, which include site analysis and assessment, community engagement, development of conceptual designs, including plan view and roadway sections, stormwater management facilities, pedestrian and landscaping amenities, phasing, and cost estimates for Main Street from 9th to 18th avenues and Long Street from 10th to 18th.

We understand that the final product will consist of the comprehensive streetscape design and parking plan that includes all of the elements described within the RFP. Below is the list of objectives to improve the downtown area:

- Standards for street tree and landscaping locations and species.
- Standards and proposed locations for street furniture and other pedestrian amenities.
- A lighting plan that will meet existing needs and future improvements.
- A wayfinding plan for the area to identify public sites and provide options for private businesses.
- A plan for improved on-street and off-street parking areas that will meet current and future needs, promote activity and facilitate ease of access.
- Standards and recommended locations for street art, outdoor dining and other business uses in the public right-of-way.
- Recommended locations and layouts for a public plaza to serve as an event venue and public gathering place.
- Proposed phasing and cost estimates for improvements associated with the adopted plan(s).

The intent of the process and corresponding design is to create a plan that enhances the pedestrian environment, brings continuity and identity through the implementation of standards, carry out a parking study that evaluates the parking demand, the location of existing parking and put forward a coordinated strategy for the downtown. In addition to this, it aims to provide an attractive physical environment that increases the economic vitality of the Downtown for residents and visitors. DLA will integrate the qualities that make the City of Sweet Home a unique and thriving destination, incorporating elements of local art, culture and natural beauty, to create a destination within the downtown.

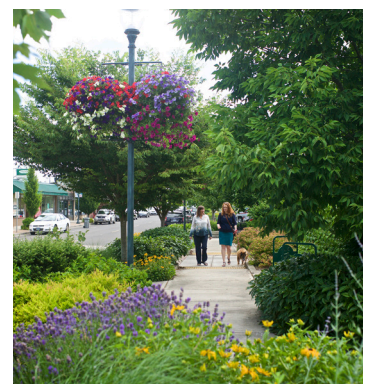
These ends will be achieved in close coordination with the business owners, residents and other stakeholders. Design work will also be informed by DLA's years of experience in creating successful mixed-use streetscapes in other Oregon communities.

**"The First Avenue Streetscape was an early and successful project for the Central Albany Revitalization Area (CARA), Albany's urban renewal district.**

"We approached the project with the belief that the transformation of the public space could and would lead to the transformation of the private properties, and it did do just that. Aside from now having an attractive and useful street with good-looking pedestrian amenities, the project was also a catalyst for change on the private side. One developer told me that the streetscape and the commitment of CARA to the downtown was part of the reason he decided to buy and renovate the building in Albany's historic downtown.

"The right public infrastructure can lead to enhanced private investment and values. With the right firm at the helm to help you navigate a successful design is key. We are thrilled with the results from the design and work of Dougherty Landscape Architects."

Kate Porsche,  
Economic Development Manager,  
City of Albany



Canby, NW 1st Avenue Streetscape

## 4. Project Understanding and Approach

### Approach and Services:

The proposed project approach seeks to engage participants in the design through a transparent, open process that works towards establishing support for the project and implementation. The key component to this phase is centered on fostering and establishing public support for the process. We will partner with the City of Sweet Home, business owners and community members to create concepts that capture the community's vision for the streetscape upgrade. Below is our proposed project approach to prepare the Streetscape Design package.

-

### Task 'A' – Project Scoping

- *Initial Staff Meeting:* At this Kick-off meeting with the City, our agenda will be focused on defining the project possibilities and limits. Agenda items will include the following:

Scope, Goals and Objectives: We will ask the City to restate their underlying urban design/development values and key development assumptions, and what is generating the desire for these improvements. This will further help our team understand the issues that are critical to the community through the Staff's perspectives.

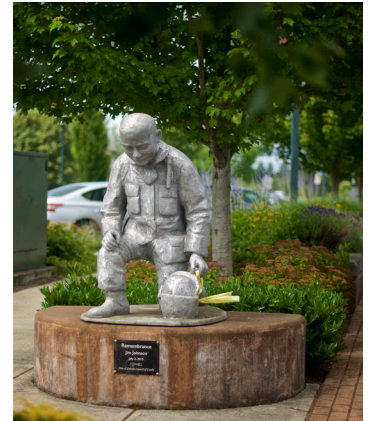
Schedule: Given a desired 6-month timeframe, we will establish milestone event dates so that the team can schedule product delivery and presentations to ensure a timely delivery of the conceptual design.

Process: Below is an outline of the how the initial process will work.

- *Information Gathering:* The design team will set about gathering from city staff all relevant documents needed for the project including the survey, as-builts and any relevant design documents. Further research will include relevant code and design standards.
- *Site Tour with City Staff:* A site visit will be conducted after the initial with the kick off meeting to give the design team a comprehensive understanding of the site and to identify key opportunities and constraints.
- *Public Involvement Process:* We will work with the City to determine a public involvement process and evaluation criteria and identify the key stakeholders.
- *Site Analysis and Assessment:* The site analysis and assessment, provided in narrative and graphic format, will include a comprehensive inventory of existing assets, liabilities, barriers and opportunities for future development. These factors may relate to overall development patterns including current conditions, characteristics, and distribution; proposed additions to the streetscape; and other opportunities. This background document will provide the City with a common base of information about opportunities and issues related to the revitalization of downtown.

### Deliverables (to be provided to the city)

- ◇ Post meeting notes summarizing key information.
- ◇ Site analysis and assessment report.



Canby, incorporating public art



Florence HWY 101/126 Streetscape

## 4. Project Understanding and Approach

### Task ‘B’ – Develop Project Concepts

- *Prepare 3 to 5 Preliminary Streetscape and Parking Plan Concepts:* The DLA design team will provide these preliminary streetscape and parking plan concepts as informed by the project scoping phase. These concepts will be presented in graphic format and include pedestrian and bicycle facilities, street tree and landscaping opportunities, lighting plans, downtown parking plans, opportunities for public plazas, outdoor dining and other business uses.
- *Stakeholder and Community Meeting #1:* Design Team staff will present the preliminary streetscape concepts to City staff, property owners, stakeholders and other interested parties to gain a better understanding of the concerns that will need to be addressed through the process. The Design Team will solicit feedback and comments on the design including identifying the preferred conceptual design option, ranking design options and design element preferences.
- *Prepare Preferred Design Option:* The DLA design team will incorporate City and community input to develop a final preferred conceptual design.
- *Stakeholder and Community Meeting #2:* Design team staff will present the Preferred Design and Plan Package to the stakeholders in the second community forum meeting. This meeting will galvanize community buy in and support for the project as it moves forward. It will also provide community input used to further refine the preferred design concept.
- *Refine Preferred Design Option:* The DLA team will incorporate input from Community Meeting #2 to further refine the preferred design option and produce a preferred design package.
- *Planning Commission and City Council Meeting(s) #1:* Design team staff will present the preferred design package to the to Planning Commission and City Council in a public forum. Input from the Planning Commission and City Council will guide final design edits to be incorporated in the Final Conceptual Design Package.

As the former director of the Oregon Downtown Association, I have had the pleasure of working with David Dougherty, of DLA. I have the highest respect for David as he exhibits the highest levels of integrity and professionalism. He is well versed in developing realistic, implementation-based plans that meet a variety of needs through enticing design; all while working within defined constraints that include budget, timelines and site issues and integrating the new design with other recent improvements. He fully understands the importance of redevelopment plans that incorporate and highlight unique local features; where each plan is a new set of design problems to solve and issues to address -- and not just another cookie-cutter take off.

Vicki Dugger,  
Former Director of Oregon  
Downtown Development  
Association

#### Deliverables (to be provided to the city):

- ◇ Conceptual designs to include a combination of reports, draft plans, color renderings, perspectives, plan views, and cross sections to a level of detail that clearly demonstrates concepts and intent.
- ◇ Public input report: A brief summary of public input meetings, including dates, attendance, and results.

### Task ‘C’ – Finalize the Conceptual Design and Planning Level Estimates

*Prepare Final Design Package:* The design team will make final edits and create a final design package with all project deliverables.

*Final Design Meeting:* The design team will present the final design package to stakeholder group, City staff, Planning Commission, and City Council in a combined public meeting. The final design package will include but is not limited to plan views, typical cross sections of pedestrian and bicycle improvements, drainage design, landscaping and lighting plan, parking and street improvements, and parking and plaza recommendations.

#### Deliverables (to be provided to the city):

- ◇ 3-D Renderings including AutoCAD and pdf electronic file types as well as plan sheets and bound reports of the final project package.
- ◇ Preliminary list of materials and quantities sufficient to prepare future construction cost estimates.

# 4. Project Understanding and Approach

## State & Federally Funded Projects

### *DLA's experience with State and Federally funded Projects*

Over the years the DLA team has worked on many State and Federally funded projects. The Team has extensive knowledge regarding these types of projects. In Florence, the DLA team worked closely with ODOT to create a safe pedestrian environment, incorporate bicycle lanes, add public art (within the ODOT right of way) and designed a gateway to highlight Old Town Florence. Currently we are working with the City of Philomath on upgrading US20 Main Street and Applegate Street. These improvements will be leveraged by ODOT funding and the key requirements for this project are to locate and specify sidewalks, parking, benches, street art, trees and landscaping throughout the downtown area.

### *KPFF's understanding and experience with ODOT*

The KPFF Portland Civil Group has been working directly with ODOT since 1998 on-call contract for emergency landslide repair services. In 2002, KPFF began its most significant partnership with ODOT as a prime consultant on the first statewide, full discipline services contract, and has since provided services for numerous ODOT projects including the award-winning Cape Creek Tunnel Restoration project, and the \$16.6 million project to increase the vertical clearance of 11 bridges over I-5. Our professionals are versed in the documentation and reporting requirements, processes, and preferences of ODOT divisions. Our extensive ODOT experience makes us a valuable source of information, advice, and guidance. KPFF consistently receives "outstanding" performance evaluations from ODOT and scores the maximum number of points available for each reviewed milestone. Our consistent, exceptional quality and service have been important factors in our collaborations with ODOT.

We will follow the recently created ODOT Blueprint for Urban Design Manual. It provides flexibility in designing ODOT roads through urban area. Using this manual/process of ODOT's will allow us to vary from ODOT standard roadway design criteria that don't fit well in an urban environment. This is the process and manual ODOT will want us to follow.

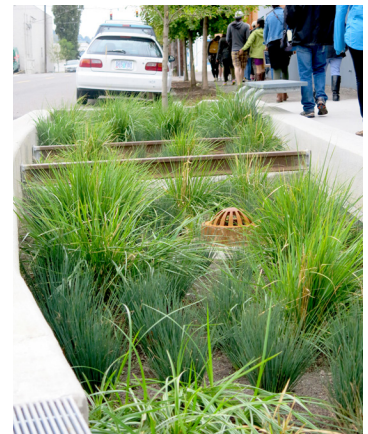
### *KPFF's understanding of Federal and State funded street projects*

For over 40 years, KPFF has worked with local, state and federal agencies to provide engineering services to meet regional transportation needs. We understand the importance of creating safe facilities that meet diverse modern needs and are a source of pride for the community. KPFF has completed hundreds of state and federally funded projects, as well as projects for state and federal government worldwide. KPFF engineers understand the permitting timelines, environmental reviews (NEPA), documentation and reporting requirements, as well as the most effective way to gain approval from the various agencies.



## Unique Design Issues

Each streetscape project has unique issues that arise during public process and design phases. Our team has many years of experience in the resolution of these sometimes difficult issues involving considerations such as site conditions, code requirements and stakeholder concerns. In many cases design challenges present unique opportunities to enhance the project outcomes. Throughout our time working with streetscape designs, we have handled each design challenge in a timely and efficient manner and to our client's satisfaction. Our experience working together as a team and in collaboration with governmental agencies will result in effective solutions. We encourage you to contact our references to discuss their experiences of working with the DLA design team.



Green Street (KPFF)

# 5. References

The following references will speak to the respective firm's service quality / ability to deliver services promptly (response time, ability to provide service to the Agency and evidence of financial responsibility).

## Vicki Dugger (DLA)

Former Director  
Oregon Downtown Development Association  
vickid.dugger@gmail.com  
505.514.9984

DLA has worked with ODDA for years staging design charrettes and workshops in small towns and cities across the state of Oregon. Vicki Dugger can attest to their success in helping these communities articulate their visions and revitalize their communities.



## Kyle Schauer (DLA)

Public Works Director  
Veneta, Oregon  
kschauer@@ci.veneta.or.us  
541.935.2191

Kyle Schauer, Public Works Director, has worked closely with DLA on several downtown revitalization and municipal projects in recent years. Kyle can address DLA's abilities for both broad visions and detailed design.



## Renate Mengelberg (DLA)

Former Community Development Director, City of Canby  
renatemengelberg@yahoo.com  
541.525.5839

The City of Canby is delighted with the attractive streetscape design that DLA created for us on four blocks of 1st Avenue in the heart of downtown. They transformed an ugly parking lot into a welcoming, vibrant space that is beautiful all year round. It gets better and better with time as the trees and plants mature. David Dougherty and his team welcomed and were responsive to input from Staff and our community. We highly recommend this firm.



## Megan Messmer (DLA)

City Project Manager & Public Information Officer, City of Florence  
megan.messmer@ci.florence.or.us  
541.997.3437



## Scott Gillespie, PE (KPF)

Public Works Engineering, City of Eugene  
SGillespie@eugene-or.gov  
541.682.2706



## Jacob L. Callister (Sandow Engineering)

Principal Planner, Lane Council of Governments  
jcallister@lcog.org  
541-682-4114

Hourly Rates

| DLA                   |       |
|-----------------------|-------|
| • Principal in Charge | \$120 |
| • Landscape Architect | \$100 |
| • Landscape Designer  | \$85  |
| KPFF                  |       |
| • Project Manager     | \$180 |
| • Civil Engineer      | \$135 |
| Sandow Engineering    |       |
| • Kelly Sandow        | \$135 |

“Matt [Keenan], you’re incredibly diplomatic and good with people; you know how to break through tension like a black-belt on cement blocks”.

Becky Taylor, former Associate Planner for the City of Eugene, referencing the Casanova Expansion Public Storm Drainage and

## 7. Appendix - Corporate Profile & Legal Qualifications



DLA Offices, Downtown Eugene

### Primary Consultant Information

- DLA Inc. is an S. Corp registered in the State of Oregon. Tax Identification Number - 91-1755949.
- Address: 474 Willamette Street, #305, Eugene, Oregon, 97405. Telephone Number: 541-683-5803.
- Principal Contact Person: David Dougherty.
- Description of the firm or organization DLA Inc. was established in 1991 to provide a responsive approach to landscape architecture, urban design and public improvement projects. These services are offered to uniquely fit a broad range of projects that include public works,, streetscapes, commercial development, community enhancement, housing and recreation planning. With a landscape architecture staff of five, DLA has a multifaceted background that spans 29 years . David Dougherty and Eric Parsons are licensed landscape architects in the State of Oregon. We offers a comprehensive scope of services that range from preliminary design and master planning to detail documentation and construction administration.
- David Dougherty is authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Project lead: David Dougherty is a licensed Landscape Architect, License Number: 279 who is in good standing with OSLAB.
- Sub Consultants: KPFF AND Sandow Engineering
- The DLA Team (DLA, KPFF and Sandow Engineering) have demonstrated good legal standing in Oregon (no bankruptcy in the last 10 years, no fraud, no illegal activities).
- Emerging small businesses- DLA is pending the renewal of their emerging small business license (ESB # 6653)
- The DLA Team (DLA, KPFF and Sandow Engineering) has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- The DLA Team (DLA, KPFF and Sandow Engineering) has no conflicts of interest within the jurisdictional boundaries of the City.

## 7. Appendix- David Dougherty Resume

### David Dougherty, DLA Principal

*Education:* BSLA, The Ohio State University, 1983 *Columbus, OH*  
Construction Marketing, Drexel University *Philadelphia, PA*

*Professional*

*Experience:* DLA Inc., 1992-Present *Eugene, OR*  
Walker & Macy, 1991 *Portland, OR*  
Cameron & McCarthy, 1990-1991 *Eugene, OR*  
Hanna / Olin Ltd., 1985-1990 (now Olin) *Philadelphia, PA*  
Sullivan Arfaa Land Planners, 1983-1985 *Philadelphia, PA*  
Las Colinas Landscape Corp., 1981 *Dallas, TX*



As DLA principal, David Dougherty has compiled a successful performance record for cost effectiveness, timely response to scheduling and administration of design services through construction. In particular, while working for Hanna / Olin (now Olin) in Philadelphia, Dougherty saw through to completion several complex civic projects including The Wexner Art Center on the Ohio State University campus and Bryant Park and The New York Public Library site restoration in Manhattan.

David has continued his focus on public work in his role as DLA principal with a particular emphasis on downtown revitalization and streetscapes. In addition, he has taught graduate level design studios at the University of Oregon's School of Architecture & Allied Arts with course content focusing on urban design and master planning. Recent relevant experience includes the following:

#### ***Downtown Redevelopment and Retail Enhancement Projects***

|   |                      |
|---|----------------------|
| Florence Coast Highway 101                                  | <i>Florence, OR</i>  |
| Deco District Gateway Monument                              | <i>Newport, OR</i>   |
| Anderson Gateway Revitalization                             | <i>Anderson, CA</i>  |
| Dayton Commercial Corridor Redevelopment                    | <i>Dayton, WA</i>    |
| Philomath Downtown Master Plan                              | <i>Philomath, OR</i> |
| Canby First Avenue Revitalization and Streetscape           | <i>Canby, OR</i>     |
| Albany Historic First Avenue Revitalization and Streetscape | <i>Albany, OR</i>    |
| Creswell Downtown Revitalization and Streetscape            | <i>Creswell, OR</i>  |
| Dallas Downtown Gateway                                     | <i>Dallas, OR</i>    |
| Gervais Streetscape   | <i>Gervais, OR</i>   |
| Toledo Downtown Revitalization and Streetscape              | <i>Toledo, OR</i>    |
| Veneta Downtown Revitalization and Master Plan              | <i>Veneta, OR</i>    |
| Veneta Downtown Gateway Monument                            | <i>Veneta, OR</i>    |
| Veneta Transit Center                                       | <i>Veneta, OR</i>    |

#### ***Public Works***

|   |  |
|---|--|
| Klamath County Shops Facility                           | <i>Klamath Falls, OR</i>                       |
| Federal Courthouse / Riverfront Neighborhood Planning,  | <i>Eugene, OR</i>                              |
| Linn County Courthouse and General Services Master Plan | <i>Albany, OR</i>                              |
| Cuthbert Amphitheater Improvements                      | <i>Eugene, OR</i>                              |
| Eugene State Office Building Remodel                    | <i>Eugene, OR</i>                              |
| Oregon Coast Community College Campuses                 | <i>Newport, Reedsport and Lincoln City, OR</i> |
| Hatfield Marine Science Center (NOAA)                   | <i>Newport, OR</i>                             |
| NOAA Marine Operations Facility                         | <i>Newport, OR</i>                             |

# 7. Appendix - Eric Parson Resume

## Eric Parsons, Landscape Architect

**Education:** BA, Louisiana State University, 1989 *Baton Rouge, LA*  
 MLA, Louisiana State University, 2000 *Baton Rouge, LA*

**Professional Experience:** DLA Inc., October 2001-Present *Eugene, OR*  
 Matschek & Associates *West Linn, OR*  
 Baton Rouge Recreation & Park Commission



Eric has worked as designer and project manager at DLA for nineteen years. He enjoys a diverse workload and broad range of projects from conceptual to detail design. Eric is adept at collaboration with clients and other design professionals. His continuing education efforts focus on best practices for pedestrian and bicycle infrastructure. He is interested in creating safe and aesthetically rich urban corridors and spaces.

### Redevelopment and Retail Enhancement Projects

Canby First Avenue Streetscape *Canby, OR*  
 Albany Historic First Avenue Streetscape *Albany, OR*  
 Dallas Downtown Gateway *Dallas, OR*  
 Gervais Streetscape *Gervais, OR*  
 Veneta Downtown Revitalization and Streetscape, *Veneta, OR*  
 Veneta Downtown Gateway Monument *Veneta, OR*  
 Veneta Transit Center *Veneta, OR*  
 Florence Highway 126 and 101 Streetscape *Florence, OR*

### Affordable Housing

Bascom Village Phase II Affordable Housing *Eugene, OR*  
 Bascom Village Phase II Affordable Housing *Eugene, OR*  
 The Oaks at 14th Affordable Housing *Eugene, OR*  
 Alona Place Affordable Housing *Junction City, OR*  
 Emerald Village Tiny House Community *Eugene, OR*  
 The Donald Lamb Building *Eugene, OR*  
 Roosevelt Crossing Transitional Housing *Eugene, OR*  
 Aster Apartments Senior Housing *Springfield, OR*  
 Afiya Apartments Supported Housing *Springfield, OR*

### Public Works

Central Lincoln Peoples' Utility District *Newport, OR*  
 Eugene VA Health Center *Eugene, OR*  
 Fern Ridge Service Center *Veneta, OR*  
 Gilham Elementary Remodel *Eugene, OR*  
 Kinder Park *Albany, OR*  
 LTD Facilities Management *Eugene, OR*  
 Linn County Courthouse Master Plan *Albany, OR*  
 Sunrise Park *Albany, OR*  
 Veneta Municipal Pool *Veneta, OR*

### Commercial

Klamath Gospel Mission *Klamath Falls, OR*  
 Pilot Travel Center *Klamath Falls, OR*  
 Cow Creek Tribal Center *Roseburg, OR*  
 Emerald Valley Resort *Creswell, OR*  
 Home 2 Suites Hotel *Eugene, OR*  
 Eugene Country Club Remodel *Eugene, OR*  
 Natural Grocers *Eugene, OR*  
 Mahonia Building *Eugene, OR*  
 Waverly Assisted Living *Albany, OR*

## 7. Appendix- Matt Keenan Resume



### Matt Keenan PE

Associate | Senior Project Manager

**years of experience:**

in industry: 24  
with KPFF: 23

**education:**

BS, Physics, University of Oregon  
BS, Civil Engineering, Oregon State University

**registrations:**

Professional Engineer  
OR #56481  
HI #12398

**affiliations:**

American Public Works Association, Oregon  
Chapter (Affiliate Member)

Construction Specifications Institute (CSI)  
Willamette Valley Chapter (Past President)

Eugene Area Chamber of Commerce

Tau Beta Pi National Engineering Honors Society

Matt Keenan is an Associate and Senior Project Manager in KPFF's Eugene office. He takes responsibility for planning, design, project management, agency coordination and construction phase support for his projects. He has focused his career on the design of public infrastructure, streetscapes, sustainable stormwater, urban redevelopment, parks, trails and master planning efforts for public and private clients. Matt opened KPFF's Eugene office in 2004. Matt's goal is to provide exceptional service and delivery to his clients and innovative solutions to engineering challenges. He is the civil design lead for the Albany Waterfront Redevelopment and Water Avenue Streetscape project.

City of Eugene, Riverfront District Redevelopment Public Infrastructure and Streetscape, Eugene, OR

City of Eugene, Downtown Riverfront Park, Eugene, OR

City of Albany, Waterfront Redevelopment and Water Ave Streetscape, Albany, OR

City of North Bend, Downtown Historic District Streetscape and Highway 101 Redevelopment, North Bend, OR

City of Lincoln City, Festival 51st Street and Promenade, Lincoln City, OR

City of Lake Oswego, 'A' Avenue, Downtown Streetscape, and Blocks 136 and 137 Redevelopment, Lake Oswego, OR

City of Lake Oswego, Millennium Park, Lake Oswego, OR

City of Lake Oswego, Stafford Basin Trail, Lake Oswego, OR

Tualatin Valley Parks and Rec, Fanno Creek Trail and Boardwalks, Beaverton, OR

City of Springfield, Martin Luther King Jr. Parkway, Springfield, OR

City of Springfield, Game Farm Road Redevelopment, Springfield, OR

PeaceHealth, RiverBend Dr, St Joseph Pl & Cardinal Way Streetscapes, Springfield, OR

City of Portland, Brewery Blocks Mixed-Use Redevelopment and Public Infrastructure, Portland, OR

City of Portland, Lan Sun Classical Chinese Gardens, Portland, OR

City of Portland, Springwater Corridor Trail, Portland, OR

City of Portland, Tanner Springs Park, Portland, OR

Home Forward, New Columbia Greenstreet Neighborhood, Portland, OR

Eugene Civic Alliance, Civic Park, Eugene, OR

University of Oregon, 13th Avenue Axis, Eugene, OR

University of Oregon, Riverfront Research Park Infrastructure, Eugene, OR

University of Oregon, Martin Luther King Jr. Parkway, Eugene, OR

Clackamas County, Government Camp Streetscape Design, Government Camp, OR

Cannery Station Mixed-Use PUD, Florence, OR

## 7. Appendix- Curt Vanderzanden Resume



### Curt Vanderzanden PE

Principal

**years of experience:**

in industry: 34  
with KPFF: 31

**education:**

AAS, Architectural Drafting Technology,  
Portland Community College

**registrations:**

Professional Engineer  
OR #67079  
WA #42518

**affiliations:**

American Public Works Association

ACEC Oregon,  
Regional Vice President, 2019 - 2020

Curt Vanderzanden is a KPFF Principal with over 34 years of experience in civil engineering and project management, including development of preliminary designs and construction documents for numerous public infrastructure and site development projects for both public and private clients. His work history covers a broad range of project types with a significant record of success in developing street design and multimodal pathways.

Curt has played a key role in most of KPFF's transportation work over the past 20 years, including such celebrated projects as the SE Division Streetscape and SE Clay Green Street, many pedestrian/bike bridges and pathways, and municipal street and safety improvements.

City of Eugene, Riverfront Infrastructure and Streetscape, Eugene, OR

City of Albany, Waterfront and Water Avenue Streetscape Design, Albany, OR

City of Lake Oswego, State Street Pedestrian Improvements, Lake Oswego, OR

City of Lake Oswego, Jean – Bryant Intersection Improvements, Lake Oswego, OR

City of Oregon City, 12<sup>th</sup> and Washington Intersection Improvements, Oregon City, OR

City of The Dalles, Downtown Riverfront Connection Project, The Dalles, OR

PBOT and BES, SE Division Streetscape Improvements, Portland, OR

PBOT, SE Clay Green Street, Portland, OR

PBOT, Blumenauer Pedestrian and Bicycle Bridge, Portland, OR

PBOT, Red Electric Trail, Portland, OR

PBOT, SW Spring Garden Street Sidewalk Infill, Portland, OR

Home Forward, New Columbia Greenstreet Neighborhood, Portland, OR

Clackamas County, Dryland Road Widening and Guardrail, Clackamas County, OR

Washington County, Taylor Street and Kaiser Road Improvements, Washington County, OR

Washington County, Madeline Street Sidewalks Infill and Pedestrian Crossing, Aloha OR

City of Lake Oswego, Laurel Street Pathway Improvements, Lake Oswego, OR

City of Lake Oswego, Wembley Park Road Rehabilitation, Lake Oswego, OR

PBOT, SW Vermont St. Rehabilitation, Portland, OR

PBOT, SW Capitol Highway Rehabilitation Project, Portland, OR

PBOT, SE 136<sup>th</sup> Avenue Paving and Sidewalks, Portland, OR

PBOT, SE 122nd Avenue Safety Improvements, Portland, OR

PBOT, 4M Bikeway, Portland, OR

PBOT, Lloyd to Woodlawn Neighborhood Greenway, Portland, OR

## 7. Appendix- Troy Tesuka Resume



**Troy Tetsuka** PLS  
Principal | Survey Manager

**years of experience:**

in industry: 34  
with KPFF: 11

**education:**

BS, Landscape Architecture,  
California State Polytechnic University, Pomona

**registrations:**

Professional Land Surveyor  
OR #2841  
CA #7630  
WA #45798  
UT #9147997-2201  
NV #15348

**affiliations:**

Society of American Military Engineers  
Land Surveyors' Association of Washington  
Professional Land Surveyors of Oregon  
California Land Surveyors Association  
Nevada Association of Land Surveyors

Troy Tetsuka is a Principal and Survey Manager at KPFF. Over the past 30 years, Troy has led public and private sector projects of all types and sizes. He is adept at approaching land surveying as a piece of the puzzle within the scope of a larger project, and he believes that it is crucial to the success of a project to not only produce exceptional survey work but also an excellent customer service experience. Troy is involved in all phases of a project from base mapping and right-of-way/boundary resolution to construction staking. Troy is an Instrument-Rated private pilot and licensed sUAS Remote Pilot under FAA's Part 107. He leads KPFF drone operations used for survey data collection, video and still image capture, and inspections.

City of Eugene Riverfront Development Survey and Construction Staking, Eugene, OR

City of Portland, Bureau of Transportation, SE Division Streetscape Improvements Survey, Portland, OR

City of Portland, Bureau of Transportation, Red Electric Trail Survey, Portland, OR

City of Portland, Bureau of Transportation, Meade Street Extension Survey, Portland, OR

City of Lake Oswego, State Street Improvements Survey, Lake Oswego, OR

City of Lake Oswego, Wembley Park Road Survey, Lake Oswego, OR

City of Lake Oswego, Laurel Street Pathway Survey, Lake Oswego, OR

City of Lake Oswego, Bryant/Jean Intersection Improvements Survey, Lake Oswego, OR

ODOT, I-5 Bridges Vertical Clearance Improvements Survey, Albany to Creswell, OR

ODOT, Cottage Grove/Pleasant Hill Bridges, Cottage Grove/Pleasant Hill Survey, OR

ODOT, US Hwy. 30: Big Creek to Tide Creek, Bundle 415 Survey, OR

ODOT, 1-5 Sign Replacements Survey, OR

ODOT, I-84 Signage Mapping, Portland, OR

ODOT, Tigard Fanno Creek Trail Surveys, Tigard, OR

ODOT, Buena Vista Ferry Replacement and Boat Ramp Improvements Survey, Buena Vista, OR

Washington County, NE 69th Avenue Bridge at Rock Creek Survey, Hillsboro, OR

City of Portland, Bureau of Transportation, SE Division 8th – 39th Survey, Portland, OR

Washington County, 2014-2015 Minor Betterment Projects Surveys, OR

Washington County, Gain Share 2015 Projects Surveys, OR

University of Oregon, East Tunnel Systems Upgrade Survey, Eugene, OR

University of Oregon, Central Power Station Upgrade Survey, Eugene, OR

# 7. Appendix- Kelly Sandow Resume



**KELLY SANDOW, PE**

Owner, Principal Engineer



Kelly Sandow is an Oregon-registered Professional Engineer with 18 years of experience providing transportation analysis, transportation planning, and transportation engineering and design throughout Oregon. Kelly provides project management and has extensive experience and knowledge in all aspects of transportation planning, technical transportation analysis, traffic operations, pedestrian treatment, lighting design and signal systems.

Ms. Sandow has provided consulting, design and planning services for multi-modal projects throughout Oregon. She has extensive experience in providing municipalities with roadway improvement options for locations that have unique design considerations.

Kelly has provided analysis, plans, and designs for jurisdictions throughout Oregon. Municipalities Kelly has prepared projects for: ODOT, City of Junction City, Lane County, City of Oakland, Oregon, City of Eugene, City of Medford, City of Central Point, City of Grants Pass, City of Talent, City of Hermiston, City of Bend, City of Veneta, City of Warrenton, City of Coos Bay, City of Florence, City of Springfield, the City of Salem, and the City of North Plains.

**EDUCATION**

Bachelor of Science:  
Oregon State University,  
2005

**REGISTRATION**

Professional Engineer OR  
#77929

**CERTIFICATION**

Oregon DBE/WBE/ESB  
Certified #8760

**EXPERIENCE**

Sandow Engineering  
2013-Present

JRH Transportation  
Engineering  
2002-2013

**PROFESSIONAL AFFILIATIONS AND SERVICE**

Past President, Institute of  
Transportation Engineers  
Greater Oregon Chapter

Past President, Bethel  
Education Foundation

**SKILLS AND EXPERTISE**

- Traffic Impact Analysis
- Transit System Design
- Traffic Signal System Planning and Design
- Pedestrian Signal Systems Planning and Design
- Transportation System Planning
- Traffic Operations Analysis and Design
- Corridor Analysis and Design
- Transportation Planning Rule Analysis
- Bicycle and Pedestrian Master Plans
- Pedestrian Improvement Studies and Design

**RELEVANT PROJECT EXPERIENCE**

**TRANSPORTATION SYSTEM PLANNING**

- CITY OF NORTH PLAINS  
-Transportation System Plan
- CITY OF JUNCTION CITY  
-Transportation System Plan
- CITY OF OAKLAND  
-Transportation System Plan  
-Oakland City Wide Multi-Use Path
- CITY OF HERMISTON  
-Transportation System Plan

**TRAFFIC IMPACT ANALYSIS**

- UNIVERSITY OF OREGON  
-Hayward Field Expansion  
-Jane Saunders Stadium  
-Matthew Knight Arena TIA  
-Matthew Knight Arena TDM  
-PK Park  
-Autzen Stadium TDM  
-Jaqua Center  
-Ford Alumni Center

**NORTHWEST CHRISTIAN COLLEGE**

- Traffic Study for expansion project

**EUGENE SCHOOL DISTRICT 4J**

- Howard E.S. Traffic Impact Analysis and Site Circulation
- River Road E.S. Traffic Impact Analysis and Site Circulation
- Safe Routes to School for 5 Elementary Schools
- Civic Stadium Feasibility Study

**SPRINGFIELD SCHOOL DISTRICT**

- Hamlin Middle School Traffic Analysis and Site Circulation

**GREATER ALBANY SCHOOL DISTRICT**

- Oak Grove Elementary School

**CITY OF MEDFORD**

- Medford Sports Park Traffic Analysis

**MEDFORD SCHOOL DISTRICT**

- South Medford High School Traffic Study
- South Medford High School Safe Routes to School
- South Medford High School Off Site Ped Improvement Design
- North Medford HS Site Circulation Study and Design

**EUGENE YMCA**

- Traffic Impact Analysis
- Multi-Modal Access Design

**GATEWAY MALL**

- Traffic Impact Analysis, Parking Study, Pedestrian Circulation, Intersection Design, Bike Parking, Drive-thru Queuing

**MCKENZIE WILLAMETTE HOSPITAL**

- Traffic Study
- Multi-Modal Site Design

**STEWART MEADOWS 60 ACRE MIXED-USE CENTER**

- Traffic Study, Pedestrian and Vehicle Access and Design

**KNOLLCREST 40 ACRE MIXED-USE CENTER**

- Traffic Study, Pedestrian and Vehicle Access and Design

**NORTHGATE 40 ACRE MIXED-USE CENTER**

- Traffic Study, Pedestrian and Vehicle Access and Design

**CITY OF CENTRAL POINT**

- East Side Transit Oriented District Traffic Analysis

**CITY OF GRANTS PASS**

- Pedestrian Safety Improvements

**CITY OF TALENT**

- Traffic Calming for City Streets

**PEDESTRIAN STUDIES AND DESIGN**

- LANE TRANSIT DISTRICT  
-Pedestrian Path Design and Lighting
- HAWK Signals
- Rectangular Flashing Beacons
- Passive Pedestrian Crossings

**CITY OF EUGENE**

- 18<sup>th</sup> and Alder Bike Signal-FWHA Experiment

**LANE COMMUNITY COLLEGE**

- Vehicle and Pedestrian Circulation Study

**PEDESTRIAN CROSSING AND DESIGN**

- Hilyard RRFB- Eugene, OR
- Broadway HAWK- Eugene, OR
- G Street RRFB- Grants Pass
- Columbus Ave HAWK- Medford, OR
- Cunningham Ave Ped Beacon- Medford, OR
- EMX North Station RRFB- Springfield, OR
- Gateway HAWK- Springfield, OR
- Harlow HAWK- Springfield, OR

**TRAFFIC SIGNAL DESIGN**

- Goodpasture Island/ Spring Living- Eugene, OR
- Virginia Ave/Pony Village- North Bend, OR
- Hwy 20 Temp Signal- Sisters, OR
- Barclay Temp Signal- Salem, OR
- Goodpasture/Delta NB Ramp- Eugene, OR
- Goodpasture/Delta SB Ramp- Eugene, OR



Date: 7 January 2021

To: Blair Larsen  
*Community and Economic Development Director*  
**City of Sweet Home, Oregon**

Re: **Sweet Home Downtown Streetscape and Parking Plan**  
 Task Outline and Fee Estimate for Landscape Architecture and Engineering Services

Dear Blair,

This Task Outline corresponds to the services requested within the RFP. Please note that the Base Scope of Work listed is more in line with your minimal budget. Additional scope of work is offered as Optional Services. I have itemized these tasks and have estimated associated hours and fees.

| Task                                   | BASE SCOPE OF SERVICES  |    | Hours     |       |
|--|---|----|-----------|-------|
|  |   |    | Principal | Staff |
| <b>A Project Scoping</b>               |   |    |           |       |
| 1                                      | Project Management  | 12 | 0         |       |
| 2                                      | Initial Meeting and Notes   | 12 | 8         |       |
| 3                                      | Site Analysis (walk through with staff and submission of notes)   | 8  | 10        |       |
| 4                                      | Assembly of accurate Base Plans for area within scope of work   | 4  | 20        |       |
| <b>B. Project Concepts Development</b> |   |    |           |       |
| 1                                      | <b>Concept Diagram.</b> Based on the site analysis and initial meetings, a plan will be prepared that identifies all goals and general recommendations. This will be presented to city staff for review, dialogue and comment. Based upon feedback, revisions will be made.   | 16 | 8         |       |
| 2                                      | <b>Streetscape and Parking Concepts Plans</b> Based upon the accepted Concept Diagram, a minimum of (3) preliminary plans will be prepared that provide specific recommendations for pedestrian oriented design, connectivity, public gathering space options, art locations and other streetscape amenities. These plans will not be done for the entire site but rather prototypical blocks within the core area. The concepts identified for the prototypical area will serve as representative and can be applied to the remainder of the downtown area within the scope of this study. This will be presented to city staff for review, dialogue and comment. Based upon feedback, revisions will be made. | 32 | 12        |       |
| 3                                      | <b>Stakeholder and Community Meeting #1</b> Prepare for and facilitate a meeting to solicit input and feedback. Feedback will be recorded and integrated into the final conceptual plans. A preferred design will be determined and refined as needed for the Planning Commission and city Council Presentation   | 8  | 10        |       |
| 4                                      | <b>Planning Commission and City Council Presentation</b> Prepare for and facilitate a meeting in a public forum to solicit input and feedback. Feedback will be recorded and integrated into the Final Conceptual Plans.  | 12 | 12        |       |
| 5                                      | <b>Engineering Coordination</b> Meet with KPFF Engineers and Sandow Engineers (separately) to receive feedback on civil engineering and lighting issues respectively. With KPFF items such as vehicular movement and utility infrastructure will be reviewed and recommendations made. With Sandow, lighting will be reviewed for spacing and general photometrics. Conclusions from these review meetings will be applied to the Final Conceptual Plans. (see engineering fees below)  | 8  | 8         |       |

| <b>C. Final Conceptual Design</b> |   |  |                    |            |
|-----------------------------------|---|--|--------------------|------------|
|                                   | 1 | Final Design Package. Based on feedback from engineering, Planning Commission and City Council, prepare a final Conceptual Design of the core area with supporting documents. The core area is defined as roughly one half the overall site as agreed to by city staff. ( See Optional Services for the entire site). The Final Conceptual Plans will include specific design including pedestrian safety improvements, parking recommendations, new landscape areas and street trees, street light locations, integrated art locations, public gathering plazas, pocket parks, furnishings (benches, bike racks, litter receptacles etc.) and other elements defined during the design process. A pedestrian amenities. Supporting documents include cross sections, furnishings options boards and other essential graphics. (see optional services for 3-D renderings). | 30                 | 60         |
|                                   | 2 | <b>Stakeholder and Community Meeting #2</b> Prepare for and facilitate a meeting to obtain final feedback.   | 8                  | 10         |
|                                   |   | <i>Total Hours</i>   | <b>150</b>         | <b>158</b> |
|                                   |   | <b>Estimated Fee for Base Scope of Services listed above</b>   | <b>\$32,220.00</b> |            |
|                                   |   | Estimated Reimbursable Expenses  | \$1,000.00         |            |
|                                   |   | <b>Total Fees for Base Scope of Services</b>   | <b>\$33,220.00</b> |            |

| <b>OPTIONAL SERVICES</b> |    |  | Add'l Fee      |
|--------------------------|----|--|----------------|
|                          | A. | Final Conceptual Design for Entire Project Area  | \$12,000       |
|                          | B. | <b>Parking Study (Sandow Engineering)</b> Provide recommendations for location and utilization of off-street and on-street locations.  | \$2,000        |
|                          | C. | <b>Street Lighting Consultation (Sandow Engineering)</b> Determine light fixture selection, illumination data, spacing and provide a Photometric Analysis for a (3) block representative area.   | \$2,000        |
|                          | D. | <b>Civil Engineering Base Service For (3) Block Area (KPFF):</b> Attend meeting with city and coordinate with design team. Provide engineering review for vehicular movements and infrastructure improvements for a (3) block prototypical area. | \$3,220        |
|                          | E. | <b>Civil Engineering Base Service For Entire Site Area (KPFF):</b> Provide engineering review for vehicular movements and infrastructure improvements for entire project area.   | \$4,455        |
|                          | F. | <b>Civil Engineering Data Compilation and Review (KPFF):</b> Compile and review available utilities, ROW, property, GIS, record drawings, maps and studies.  | \$1,430        |
|                          | G. | <b>Civil Engineering Assessment of Existing Utilities and Drainage (KPFF):</b>   | \$2,340        |
|                          | H. | <b>Civil Engineering Cost Estimate for 1/2 of project Area (KPFF):</b>   | \$2,570        |
|                          | I. | <b>Civil Engineering Cost Estimate for Entire project Area (KPFF):</b>   | \$3,610        |
|                          | J. | <b>Illustrative Renderings</b> (up to 4 total)   | \$2,000        |
|                          | K. | <b>Cost Estimates for 1/2 of Overall Site</b> (including Civil and Lighting Engineering)   | \$6,000        |
|                          | L. | <b>Cost Estimates for Entire Project Area</b> (including Civil and Lighting Engineering)   | \$9,200        |
|                          | M. | <b>Project Report</b> Prepare summary of project in 8-1/2x11" bound format. This will include final plans, recommendation and narratives as needed.  | \$3,200        |
|                          | N. | Additional Site Meetings (not mentioned above for each person attending)   | \$900 per trip |

**Notes:**

- 1 Fees will be billed monthly on an hourly basis and will not exceed the totals indicated.
- 2 Above mentioned design fees are for scope of work as indicated. Additional scope of work would be performed at the hourly rates.
- 3 Reimbursable expenses i.e. printing, postage and materials will be billed on an at cost basis not to exceed the amount indicated. Travel is billed per mile at the standard rate.



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Resolution No. 1 for 2021 -Willow Street Neighborhood Local Improvement District (L.I.D.)

**Preferred Agenda:** January 12, 2021

**Submitted By:** Robert Snyder, City Attorney

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

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

**Relevant Code/Policy:** SHMC Chapter 3.16  
SHMC Charter Chapter VIII Section 28

**Towards Council Goal:** Goal 1 Infrastructure.  
Vision Statement III WE ASPIRE to provide viable and sustainable infrastructure

**Attachments:** Plat of the Project, Deed References, List of Owners (includes other persons that have interest in the property), Map of District and Estimate of Cost of Project  
Resolution for Viewers, Publication and Notification

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## **Purpose of this RCA:**

To present to City Council a Resolution that appoints viewers to review the Plat, Deed References, List of Owners (includes other persons that have interest in the property), Map and Estimate of Cost concerning a proposed Local Improvement District (L.I.D.) in the Willow Street Neighborhood area of the city and then make recommendations to the City Council about the L.I.D.. In short, an L.I.D. is a method to build improvements (e.g. water, streets, sidewalks, curbs, gutters and storm drain infrastructure) in a given district (area of the city) and then provide for the payment of the improvements from the properties benefitted. The Resolution also provides for publication in the paper and notification of owners per SHMC Chapter 3.16 before a City Council decision is made to proceed further with the L.I.D..

## **Background/Context:**

SHMC Chapter 3.16 sets forth the process for an L.I.D. pursuant to SHMC Charter Chapter VIII Section 28. The process starts with the City Council on its own or petitioned by a majority of property owners in a given area of the city (district) to form an L.I.D. to build the improvements requested, then the City Council directs the City Manager to prepare a plat and report (with deed references, owners list, map and cost estimate) and then the City Council passes a Resolution to appoint viewers (and then later in the process ordinances that assess the properties benefitted and provide for liens on them and a payment plan for repayment to the city for the funds expended by the city to build the improvements usually funded by passing a Bancroft Bond as provided in SHMC 3.16.110).

The next initial step is to pass a Resolution that appoints three viewers (three freeholders, who are qualified electors of the city) to investigate the above referred to documents to, "...make recommendations to the City Council about the project together with a just estimated assessment of the benefits to the property that they determine to be specially benefitted by the project. The City Recorder (City Manager) shall act as Clerk for the viewers."

The last L.I.D. for the city was in 1995. A couple have been started since then but not finished. SHMC Charter VIII Section 28 states:

"Streets, sewer, sidewalk, and such other improvements as may be deemed necessary by the council may be made on the motion of the council or on petition of a majority of the property owners interested. Remonstrance of two-thirds of the front footage of property owners concerned shall operate to defeat such motion or petition and the same may not again be considered by the council for a period of six months."

In the proposed L.I.D. improvements for water, street, sidewalk, curb, gutter, and storm drain are being considered in the Willow Street Neighborhood area. The above referred to attached documents describe the area, properties and cost involved in the project. The city has been petitioned by a majority of the property owners to start an L.I.D.. When the viewers come back with their recommendations, the City Council will consider a motion to proceed or not with the L.I.D. after considering the viewers' report and after publication and notification per SHMC 3.16. The next step after the viewers' report is filed with the Recorder (City Manager) in the process would be to publish a notice (2 successive publications) in the paper and send notices to each owner to give them notice of a scheduled City Council meeting to present their objections to the viewers' report and L.I.D., if they have any. "After the public hearing and hearing any objections, if the Council finds the viewers' report to be reasonable and just, it may, by ordinance, establish the improvement district and may direct and order the work to be done."

If an L.I.D. is created by the City Council it will need to decide at later City Council meetings (with additional information) how the L.I.D. will be financed, whether the city will contribute to the cost of the L.I.D., when the liens attach, the rate of interest for the liens (could be same as debt interest as in last L.I.D.) and the allowable payment installment plan (Bancroft Bonds require at least a 10-year plan not to exceed 30-year plan). The 1995 L.I.D. made the assessments on the final construction costs which were based on the average cost between the front footage and square footage method with the depth limited to 150 feet and payment on a 10-year repayment plan.

The L.I.D. in this case is being requested primarily for the water improvement since the area runs out of water sometimes in the summer and arsenic and other chemicals may be in some of the wells in the area. Also, the other improvements for the streets and sidewalks etc. are to improve the area to city standards.

The City Council can abandon and rescind proceedings for projects at any time prior to the final consummation of the proceedings. As stated above by the Charter provision a remonstrance by two thirds of the front footage property owners can also terminate the L.I.D..

To start the L.I.D. process, the viewers need to be appointed by the proposed Resolution. I have contacted Dave Holley, Charlene Adams, Tim McQueary and Nancy Patton and they have all said they would serve as viewers.

**The Challenge/Problem:**

Should the City Council pass the proposed Resolution to appoint the viewers (and provide for publication and notification) to review the attached documents and make a recommendation to the City Council about the proposed L.I.D.?

**Stakeholders:**

- City Council – to improve the infrastructure of the city.
- Citizens of Sweet Home – for effective and efficient local government.

- Citizens of the L.I.D. – for improved water, streets, sidewalks, curbs, gutters and storm drains at their properties.

**Issues and Financial Impacts:**

The financial terms of the proposed L.I.D. will be worked out by the Finance Director for the City of Sweet Home once the initial steps in the L.I.D. are completed. The project will most likely involve the City going out for a Bancroft Bond.

**Elements of a Stable Solution:**

This L.I.D. would help develop the infrastructure for the Willow Street Neighborhood area in the City.

**Options:**

1. Option – Motion to approve the proposed Resolution.
2. Option – Motion to amend the proposed Resolution.
3. Option – Motion to reject the proposed Resolution.

**Recommendation:**

Option 1 is the recommended option: To move by motion that the proposed Resolution be passed to appoint the viewers (state names of three with one alternate) with provisions for publication in the paper and notification of owners per SHMC Chapter 3.16.

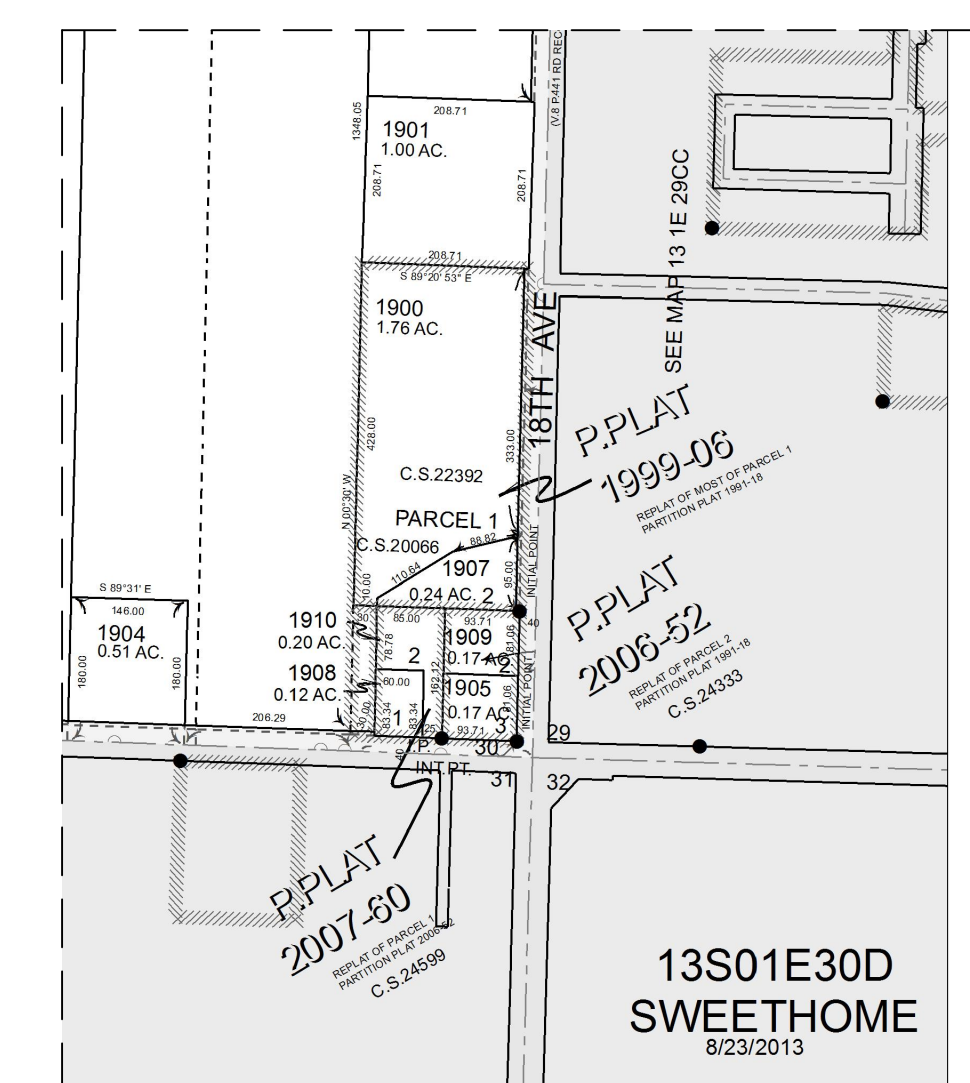
**CITY MANAGER PLAT AND REPORT FOR THE WILLOW STREET NEIGHBORHOOD LID**

**THE CITY MANAGER HAS HAD PREPARED THE FOLLOWING PLAT AND REPORT FOR THE CITY COUNCIL AND VIEWERS AS FOLLOWS:**

- 1. PLAT OF THE PROJECT**
- 2. DESCRIPTION OF EACH LOT, TRACT OR PARCEL OF LAND OR PORTION THEREOF, SPECIALLY BENEFITTED THEREBY BY REFERENCE TO A RECORDED DEED CONTAINING THE LEGAL DESCRIPTION**
- 3. THE NAME OF THE OWNER OR OWNERS AND OTHER PERSONS WHO HAVE ANY INTEREST IN THE PROPERTY**
- 4. A DESCRIPTION OF THE BOUNDARIES OF THE DISTRICT BENEFITTED AND TO BE ASSESSED FOR THE IMPROVEMENT BY A MAP CLEARLY SHOWING THE BOUNDARIES OF THE PROJECT DISTRICT**
- 5. AN ESTIMATE OF THE PROBABLE COST ATTRIBUTABLE TO THE PROJECT INCLUDING LEGAL, ADMINISTRATIVE AND ENGINEERING COSTS**

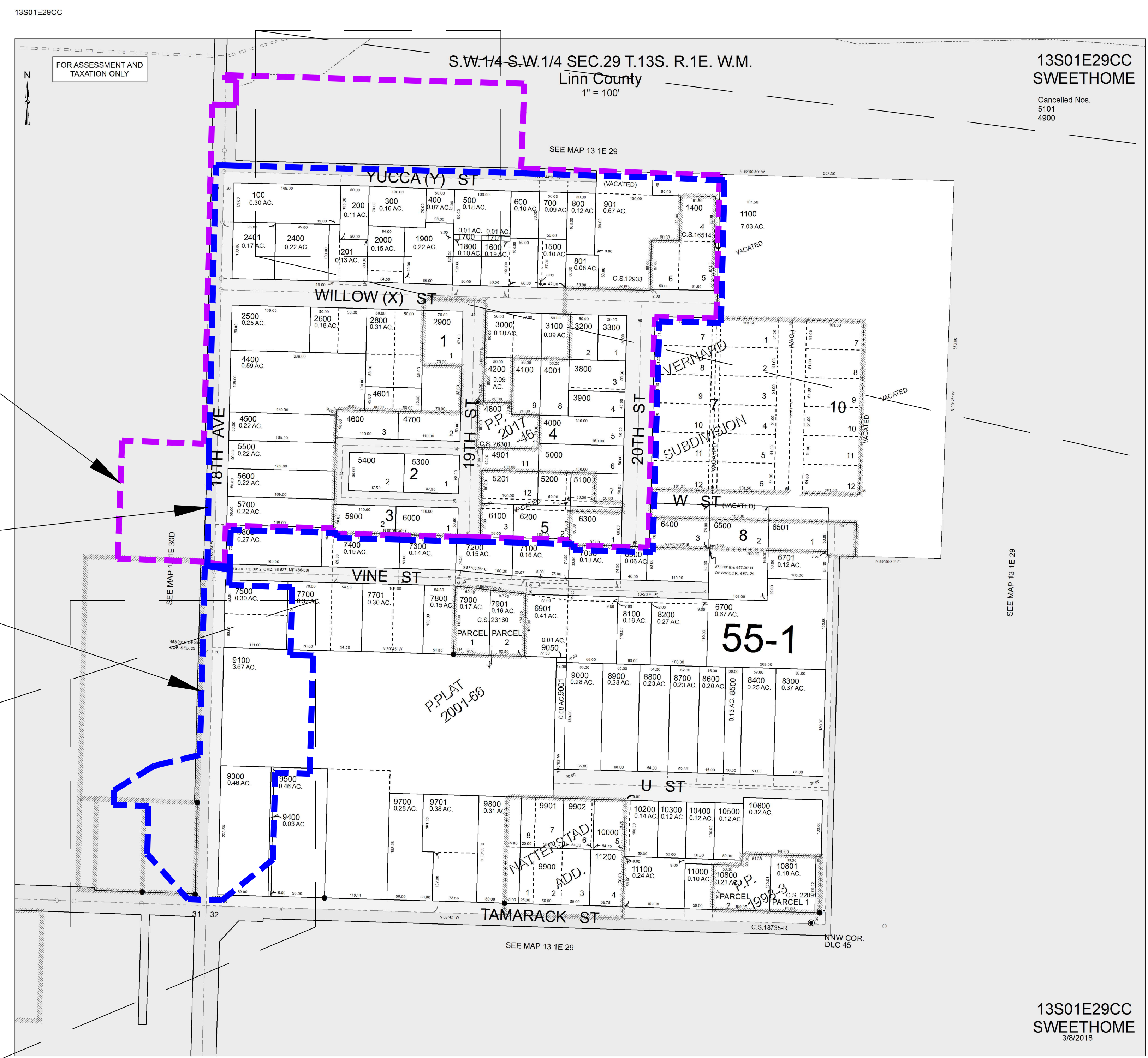
Proposed Water Local Improvement District

Proposed Street & Sidewalk Local Improvement District

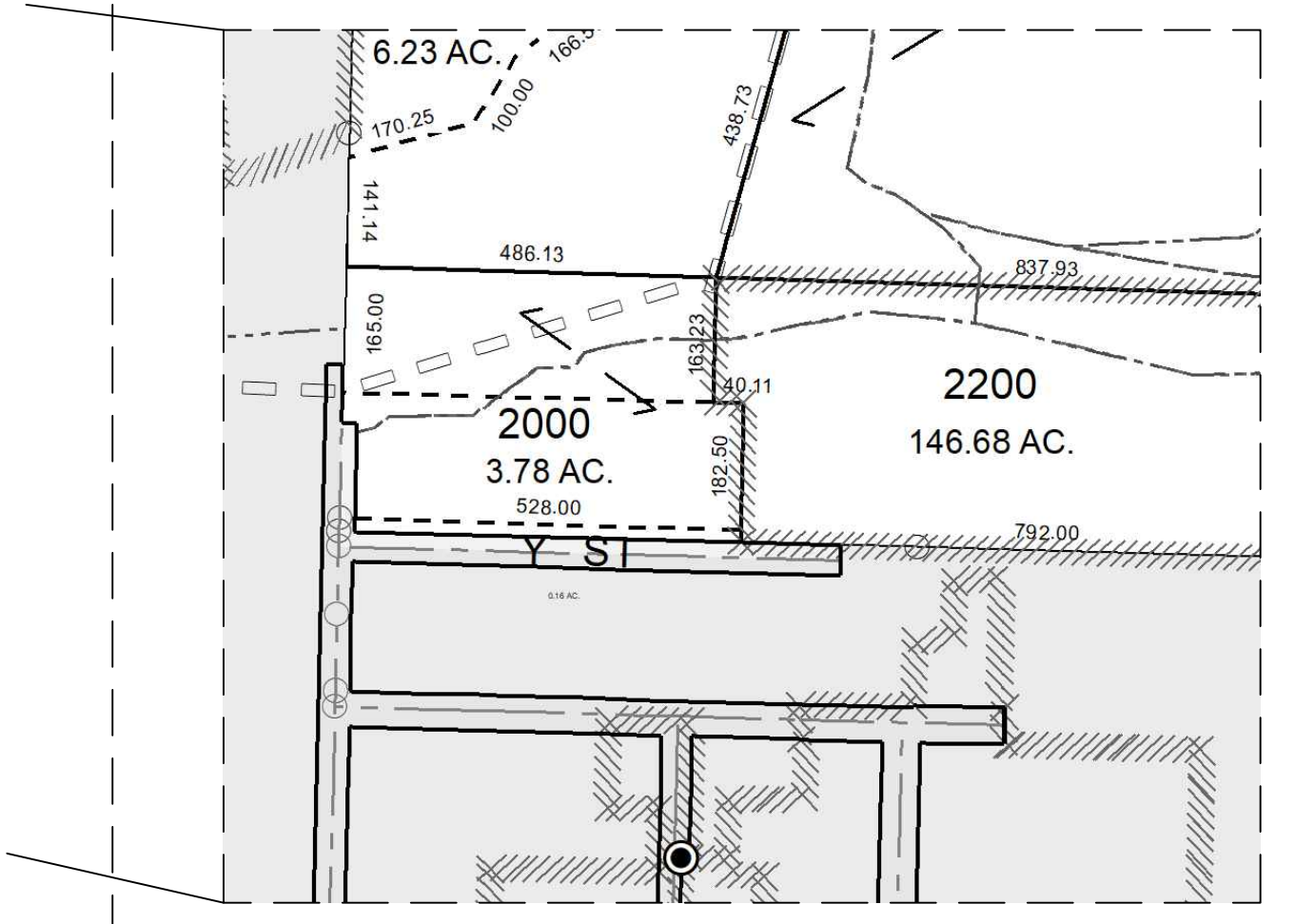


13S 01E 30D Lots 1907, 1909, 1905.  
(Boundary Clipped)

13S 01E 29CC

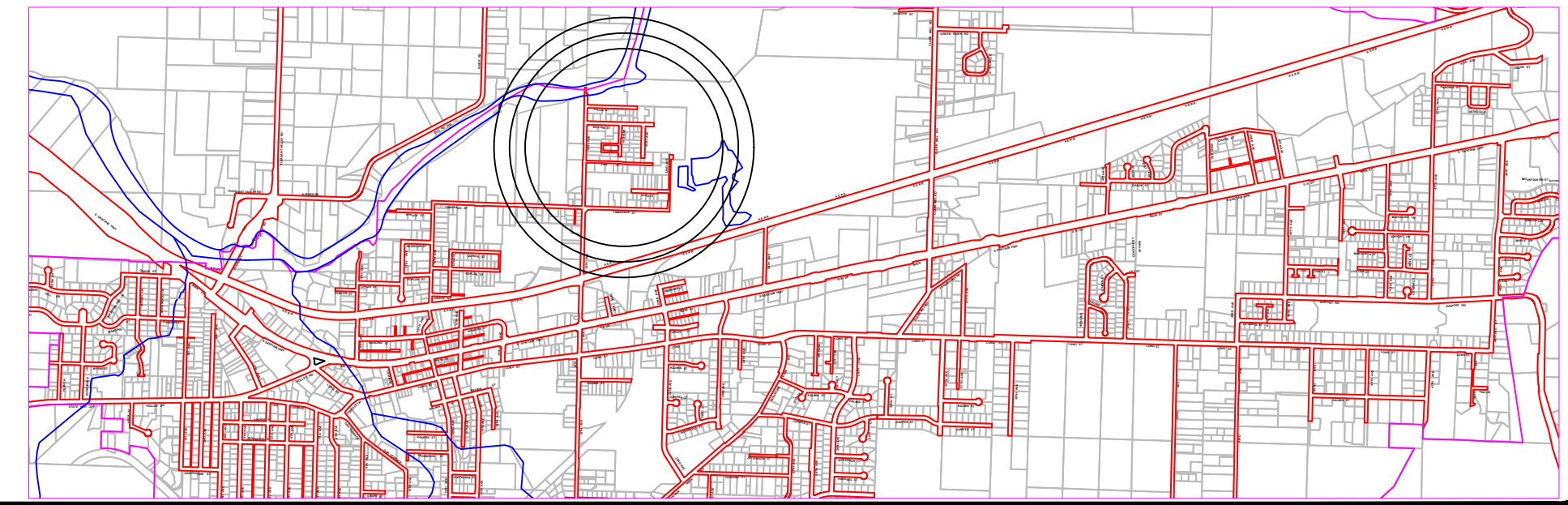


13S01E29CC  
SWEETHOME  
3/8/2018



13S 01E 29 Lot 2000  
(Boundary Clipped)

Sweet Home Vicinity Map.



LID Area Assessor Maps  
Horizontal Scale NTS



|            |  |           |  |
|------------|--|-----------|--|
| DWG No.    | g:\engr\Projects\Water\18thAve-WillowSt_WaterSys\ProposedNewWaterSys.dwg |           |  |
| PRINT DATE | 03-05-2020   |           |  |
| SCALE      | 1" = Varies  | Drawn:    |  |
| SHPW2008   |  | Checked:  |  |
| START DATE | 05-31-2019   | Approved: |  |
|            |  | Approved: |  |

| Rev. | Description. | Date. |
|------|--------------|-------|
|      |              |       |
|      |              |       |
|      |              |       |

CITY OF SWEET HOME, Public Works Department  
Engineering Division, 1140 12th Avenue,  
T:541-367-6977, F:541-367-6440

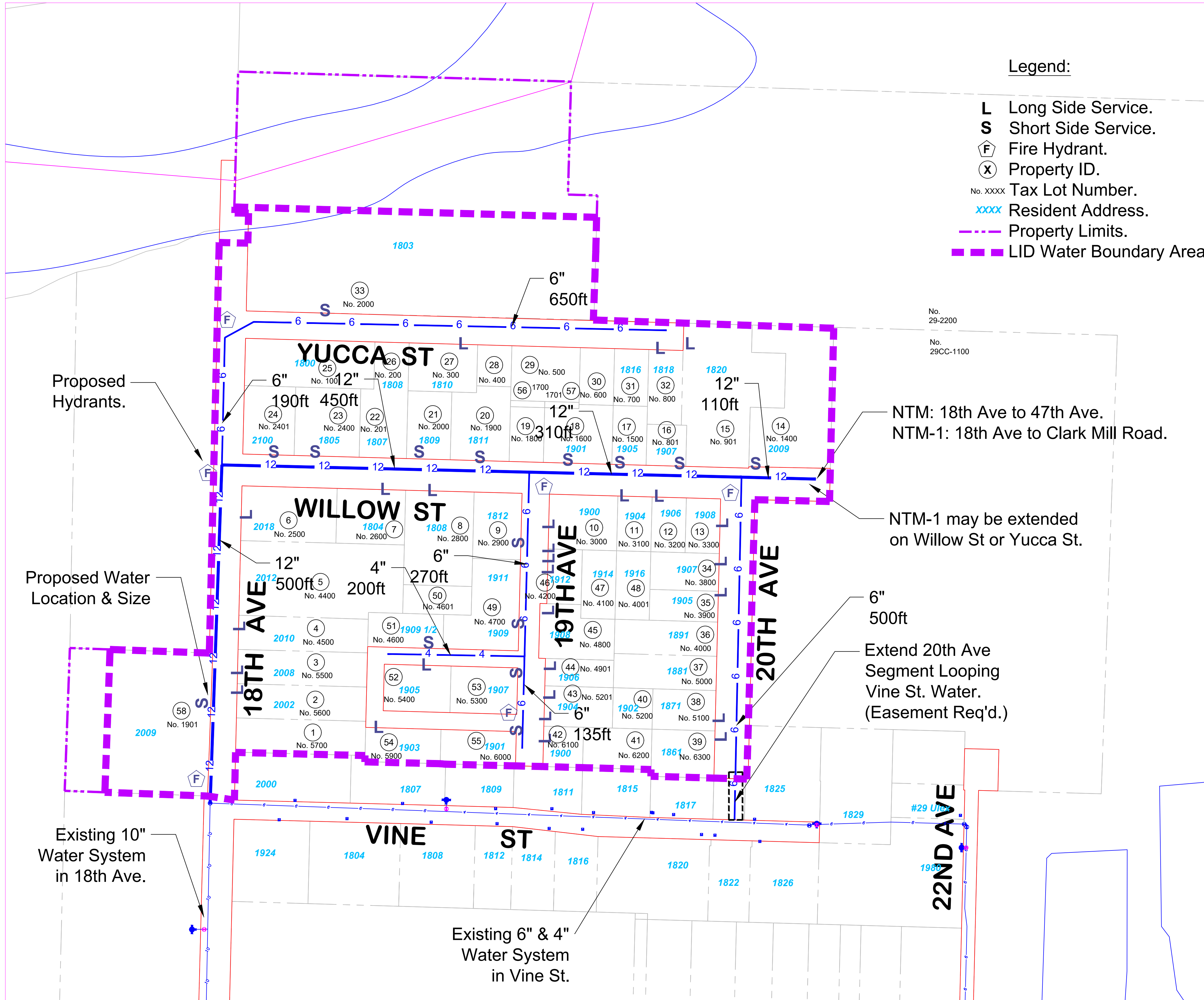
LINE IS 2 INCHES FULL SIZE  
IF NOT 2" SCALE ACCORDINGLY

TITLE  
**Willow St Neighborhood LID**  
**Assessor Plat Maps of Waterline & Street Improvements**  
18th Ave, 19th Ave, 20th Ave, Willow St, Yucca St, Tamarack St Corner.

SHEET NUMBER  
1  
of  
4

Willow St Neighborhood  
 Local Improvement District  
 Water, Street, Sidewalk and Storm Network Estimated Improvement Costs

| I.D.  | Map Page | Tax Lot | Linn Co Account | Site Address         | Current Deed Reference No. | Owner of Record   |
|---|----------|---------|-----------------|----------------------|----------------------------|---|
| (1)   | (2)      | (3)     | (4)             | (5)                  | (6)                        | (7)   |
| 1   | 131E29CC | 5700    | 240727          | na                   | 2012-16271                 | REVES DALE & BONNIE                                       |
| 2   | 131E29CC | 5600    | 240719          | 2006 18th Ave        | 2012-16271                 | REVES DALE & BONNIE                                       |
| 3   | 131E29CC | 5500    | 240701          | 2008 18th Ave        | MF 1775-0450               | DUBRAY GARY D   |
| 4   | 131E29CC | 4500    | 240586          | 2010 18th Ave        | 2012-07965                 | VICTOR MANUEL DBA NORTHERN INVESTMENTS                    |
| 5   | 131E29CC | 4400    | 240578          | 2012 18th Ave        | 2019-02657                 | VICTOR JOSHUA DBA NORTHERN INVESTMENTS                    |
| 6   | 131E29CC | 2500    | 240362          | 2018 18th Ave        | MF 643-138, MF 739-604     | WINN LOIS, WHITE DONALD C., WHITE JOY ANN                 |
| 7   | 131E29CC | 2600    | 240370          | 1804 Willow St       | MF 199-796                 | REYNOLDS WAYNE N & VERONICA SUSAN                         |
| 8   | 131E29CC | 2800    | 240396          | 1808 Willow St       | 2016-14921                 | DAVIS BILL & CHRISTINA                                    |
| 9   | 131E29CC | 2900    | 240404          | 1812 Willow St       | 2007-27851                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 10  | 131E29CC | 3000    | 240412          | 1900 Willow St       | 2015-07515                 | VICTOR JOSHUA   |
| 11  | 131E29CC | 3100    | 240420          | 1904 Willow St       | 2019-22291                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 12  | 131E29CC | 3200    | 240446          | 1906 Willow St       | 2011-16954                 | VICTOR MANUEL DBA NORTHERN INVESTMENTS                    |
| 13  | 131E29CC | 3300    | 240453          | 1908 Willow St       | 2019-08776                 | PHILLIPS DANIEL AUSTIN, PHILLIPS PENNY LEE, PRUITT SALLY  |
| 14  | 131E29CC | 1400    | 240255          | 2009 Willow St       | 2017-06980                 | KIMBRELL KASSANDRA & KOLNICK JOE                          |
| 15  | 131E29CC | 901     | 444949          | 1820 Yucca St        | 2018-07497                 | ANDREWS RODERICK D & CAROL A TRUSTEES                     |
| 16  | 131E29CC | 801     | 240206          | 1907 Willow St       | MF 101-345                 | PRUITT JOHN F & JESSMON M                                 |
| 17  | 131E29CC | 1500    | 240263          | 1905 Willow St       | 2017-09890                 | RICE JOHN H & LOIS J                                      |
| 18  | 131E29CC | 1600    | 240271          | 1901 Willow St       | 2018-03182                 | GOODWIN TRAVIS L  |
| 19  | 131E29CC | 1800    | 240297          | na                   | 2018-03182                 | GOODWIN TRAVIS L  |
| 20  | 131E29CC | 1900    | 240305          | 1811 Willow St       | 2008-23920                 | DAVIS CHRISTINA L   |
| 21  | 131E29CC | 2000    | 240313          | 1809 Willow St       | 2013-00329                 | NORTHERN INVESTMENTS                                      |
| 22  | 131E29CC | 201     | 944801          | 1807 Willow St       | 2017-19616                 | VICTOR MANUEL L   |
| 23  | 131E29CC | 2400    | 240354          | 1805 Willow St       | 2010-19846                 | MELLEIN JENNIFER  |
| 24  | 131E29CC | 2401    | 763813          | 2100 18th Ave        | 2016-22021                 | STEDMAN-CRANE ESTELLE LYNN, HUSHES CURTIS ANTHONY         |
| 25  | 131E29CC | 100     | 240107          | 1800 Yucca St        | 2019-02658                 | VICTOR MANUELL  |
| 26  | 131E29CC | 200     | 240115          | 1808 Yucca St        | 2017-19616                 | VICTOR MANUEL L   |
| 27  | 131E29CC | 300     | 240123          | 1810 Yucca St        | 2018-00882                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 28  | 131E29CC | 400     | 240131          | na                   | 2018-00882                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 29  | 131E29CC | 500     | 240149          | 1812 Yucca St        | 2018-00882                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 30  | 131E29CC | 600     | 240156          | 1814 Yucca St        | 2018-00882                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 31  | 131E29CC | 700     | 240180          | 1816 Yucca St        | MF 751-72                  | TUNNELL BRENDA  |
| 32  | 131E29CC | 800     | 240198          | 1818 Yucca St        | MF 977-160                 | TUNNELL BRENDA L  |
| 33  | 131E29   | 2000    | 239455          | 1803 Yucca St        | 2016-10830                 | JONES DAVID L   |
| 34  | 131E29CC | 3800    | 240503          | 1907 20th Ave        | 2020-05020                 | BENITEZ SOCORRO   |
| 35  | 131E29CC | 3900    | 240511          | 1905 20th Ave        | 2019-13142                 | ROBINSON TOM  |
| 36  | 131E29CC | 4000    | 240529          | 1891 20th Ave        | MF 737-497                 | SHAHED OMAR   |
| 37  | 131E29CC | 5000    | 240644          | 1881 20th Ave        | MF 737-497                 | SHAHED OMAR   |
| 38  | 131E29CC | 5100    | 240651          | 1871 20th Ave        | 2011-03669                 | IVERSON STEPHEN E & CHRISTINE L                           |
| 39  | 131E29CC | 6300    | 240784          | 1861 20th Ave        | 2011-03669                 | IVERSON STEPHEN E & CHRISTINE L                           |
| 40  | 131E29CC | 5200    | 240669          | 1902 19th Ave        | 2009-06046                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 41  | 131E29CC | 6200    | 240776          | na                   | 2008-00032                 | MARTIN MICHAEL D  |
| 42  | 131E29CC | 6100    | 240768          | 1900 19th Ave        | 2006-06046                 | VICTOR JOSHUA J   |
| 43  | 131E29CC | 5201    | 240677          | 1904 19th Ave        | 2006-06046                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 44  | 131E29CC | 4901    | 240636          | 1906 19th Ave        | 2006-06046                 | VICTOR MANUEL L DBA NORTHERN INVESTMENTS                  |
| 45  | 131E29CC | 4800    | 240610          | 1908 19th Ave        | 2017-06495                 | COREY CHARLES   |
| 46  | 131E29CC | 4200    | 240552          | 1912 19th Ave        | 2013-20009                 | VICTOR MANUEL L DBA NORTHERN INVEST                       |
| 47  | 131E29CC | 4100    | 240545          | 1914 19th Ave        | 2012-10534                 | VICTOR MANUEL L DBA NORTHERN INVESTM                      |
| 48  | 131E29CC | 4001    | 240537          | 1916 19th Ave        | 2012-10534                 | VICTOR MANUEL L DBA NORTHERN INVESTM                      |
| 49  | 131E29CC | 4700    | 240602          | 1909 19th Ave        | MF1254-0330                | REYNOLDS EVERETT L & WAYNE N                              |
| 50  | 131E29CC | 4601    | 942902          | na                   | MF 609-818                 | ELLINGTON B. J. & ELLINGTON HOPE M                        |
| 51  | 131E29CC | 4600    | 240594          | 1909 1/2 19th Ave    | 2016-15900                 | NOE JAMES & PATSY   |
| 52  | 131E29CC | 5400    | 240693          | 1905 19th Ave        | 2017-13983                 | NORTHERN INVESTMENTS                                      |
| 53  | 131E29CC | 5300    | 240685          | 1907 19th Ave        | 2014-06673                 | VICTOR MANUEL L DBA NORTHERN INVEST                       |
| 54  | 131E29CC | 5900    | 240743          | 1903 19th Ave        | 2019-13243                 | MUSGRAVE JASON DON, YOUNG JERRY                           |
| 55  | 131E29CC | 6000    | 240750          | 1901 19th Ave        | 2011-13196                 | RODGERS LARRY A, VICTOR MANUEL L DBA NORTHERN INVESTMENTS |
| 56  | 131E29CC | 1700    | 240289          | na - small lot       | 2018-03182                 | GOODWIN TRAVIS L  |
| 57  | 131E29CC | 1701    | 345690          | na - small lot       | 2018-03182                 | GOODWIN TRAVIS L  |
| 58  | 131E30D  | 1901    | 242921          | 2009 18th Ave        | 2014-09767                 | ESPINOSA CARMEN & ERASMO JR                               |
| Subtotals:                                      |          |         |                 |                      |                            | 58  |
| <b>18th Avenue from Tamarack St to Vine St.</b> |          |         |                 |                      |                            |   |
| S1  | 131E29CC | 7500    | 240925          | 1924 18th Ave        | 2019-9101                  | NEHER SAM S & MISTY N                                     |
| S2  | 131E29CC | 9100    | 241105          | 1824 Tamarack St     | MF 730-495                 | RICE GERALD & PATRICIA E                                  |
| S3  | 131E29CC | 9300    | 241121          | 1900 18th Ave        | 2008-16934                 | JACKSON MELVIN K & N H                                    |
| S4  | 131E30D  | 1907    | 862766          | 1920 & 1922 18th Ave | 2018-9102                  | A1 AMERICAN BUILDING CONTRACTOR LLC                       |
| S5  | 131E30D  | 1909    | 914966          | 1910 18th Ave        | 2017-18041                 | SHAMA FAMILY TRUST, SHAMA JOHN L TR                       |
| S6  | 131E30D  | 1905    | 776110          | 1790 Tamarack St     | 2017-4744                  | TULLER JAMES D & JANICE D                                 |
| Subtotals:                                      |          |         |                 |                      |                            | 6   |
| <b>Total</b>                                    |          |         |                 |                      |                            | <b>64.00</b>  |



**Legend:**

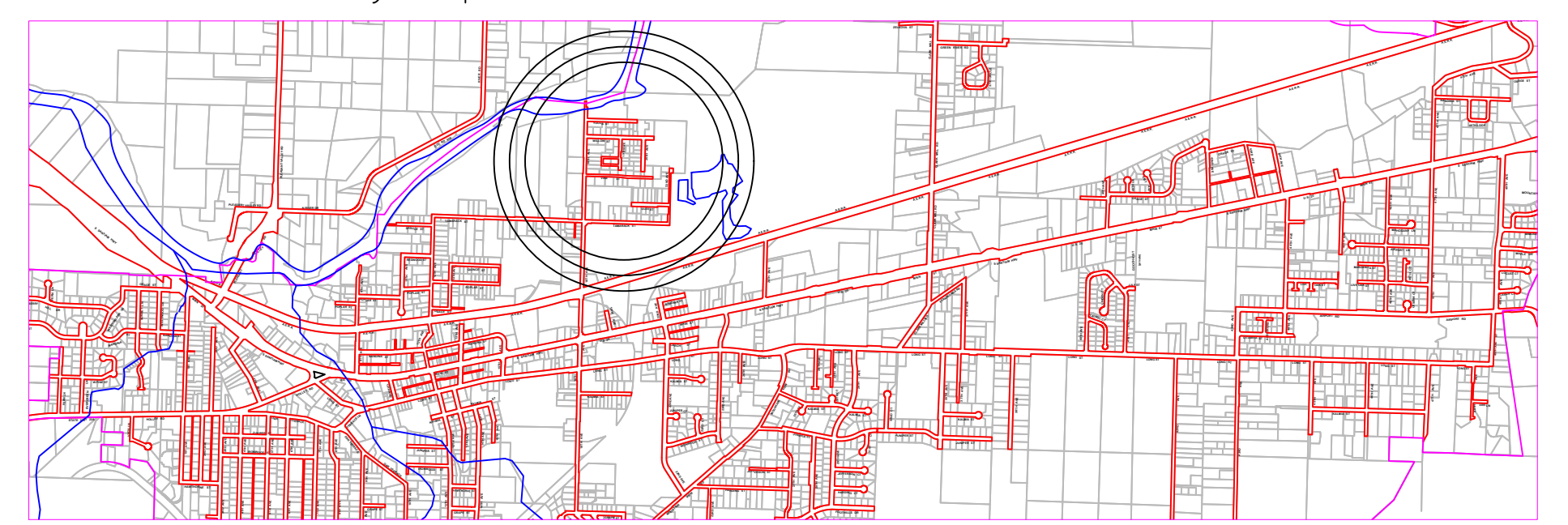
- L** Long Side Service.
- S** Short Side Service.
- F** Fire Hydrant.
- X** Property ID.
- No. XXXX Tax Lot Number.
- XXXX Resident Address.
- Property Limits.
- LID Water Boundary Area

NTM: 18th Ave to 47th Ave.  
 NTM-1: 18th Ave to Clark Mill Road.

NTM-1 may be extended on Willow St or Yucca St.

Extend 20th Ave Segment Looping Vine St. Water. (Easement Req'd.)

Sweet Home Vicinity Map.



**Project Overview**

Horizontal Scale 1" = 80'



|  |                 |
|--|-----------------|
| DWG No. g:\engr\Projects\Water\18thAve-WillowSt_WaterSys\ProposedNewWaterSys.dwg |                 |
| PRINT DATE   | 03-05-2020      |
| SCALE 1" = Varies  | Drawn: _____    |
| SHPW2008   | Checked: _____  |
| START DATE 05-31-2019  | Approved: _____ |
|  | Approved: _____ |

| Rev. | Description. | Date. |
|------|--------------|-------|
|      |              |       |
|      |              |       |
|      |              |       |
|      |              |       |

CITY OF SWEET HOME, Public Works Department  
 Engineering Division, 1140 12th Avenue,  
 T:541-367-6977, F:541-367-6440

LINE IS 2 INCHES FULL SIZE  
 IF NOT 2" SCALE ACCORDINGLY

**Willow St Neighborhood LID**  
**Boundary Map of Waterline & Service Improvements**  
 18th Ave, 19th Ave, 20th Ave, Willow St, Yucca St.

SHEET NUMBER  
 3 of 4



Willow St Neighborhood  
 Local Improvement District  
 Waterline Estimated Improvement Costs

| Construction Elements |                  |   |                             |         |            |                     |              |  |  |
|-----------------------|------------------|---|-----------------------------|---------|------------|---------------------|--------------|--|--|
| No.                   | Item             | Unit  | Quantity                    | Cost    | SubTotal   | Total               |              |  |  |
| (1)                   | (2)              | (3)   | (4)                         | (\$)    | (\$)       | (\$)                |              |  |  |
| Sched A               | <b>Willow St</b> | <b>Mobilization - Admin</b>                         |                             |         |            |                     |              |  |  |
|                       |                  | Mobilization  | L.S.                        | 1       | 20000      | \$20,000.00         |              |  |  |
|                       |                  | Traffic Control                                     | L.S.                        | 1       | 3000       | \$3,000.00          |              |  |  |
|                       |                  | Erosion Control                                     | L.S.                        | 1       | 2500       | \$2,500.00          |              |  |  |
|                       |                  | Clearing Grubbing                                   | L.S.                        | 1       | 10000      | \$10,000.00         |              |  |  |
|                       |                  | Tree Removal: Large, Single                         | Ea.                         | 0       | \$2,000    | \$0.00              |              |  |  |
|                       |                  | Tree Removal: Small, Group                          | L.S.                        | 0       | \$20,000   | \$0.00              |              |  |  |
|                       |                  | Tree Trimming: Lower Limbs                          | L.S.                        | 0       | \$15,000   | \$0.00              |              |  |  |
|                       |                  | Const Stake   | L.S.                        | 1       | \$5,000    | \$5,000.00          |              |  |  |
|                       |                  | Archeology Analysis                                 | L.S.                        | 0       | \$10,000   | \$0.00              |              |  |  |
|                       |                  | Cultural Resource Analysis                          | L.S.                        | 0       | \$10,000   | \$0.00              |              |  |  |
|                       |                  | Environmental Analysis                              | L.S.                        | 0       | \$10,000   | \$0.00              |              |  |  |
|                       |                  | ESCP  | L.S.                        | 1       | \$5,000    | \$5,000.00          |              |  |  |
|                       |                  | ESCP SedFence (Lin Ft + 10%)                        | L.F.                        | 200     | \$2.5      | \$500.00            |              |  |  |
|                       |                  | ESCP StrwBales                                      | Ea                          | 4       | \$50       | \$200.00            |              |  |  |
|                       |                  | ESCP RoadBales                                      | Ea                          |         | \$25       | \$0.00              |              |  |  |
|                       |                  | ESCP CatchBasin Protection                          | Ea                          | 6       | \$150      | \$900.00            |              |  |  |
|                       |                  | Legal, Administrative & Engineering Design & Review | L.S.                        | 1       | \$60,000   | \$60,000.00         |              |  |  |
|                       |                  | Bond Counsel  | L.S.                        | 1       | \$10,000   | \$10,000.00         |              |  |  |
|                       |                  | Permit Loc/St/Fed                                   | L.S.                        | 1       | \$6,550    | \$6,550.00          |              |  |  |
|                       |                  | Signs: FLT, CFC, and Warnings                       | Ea.                         | 0       | \$450      | \$0.00              |              |  |  |
|                       |                  | Marking: Bike - Ped Logos, Etc.                     | Ea.                         | 0       | \$350      | \$0.00              |              |  |  |
|                       |                  | Bike-Pedestrian Counter                             | Ea.                         | 0       | \$1,000    | \$0.00              |              |  |  |
|                       |                  | Mitigation/Enhance                                  | L.S.                        |         | \$0        | \$0.00              |              |  |  |
|                       |                  | PropPin Repl  | Ea.                         |         | \$400      | \$0.00              |              |  |  |
|                       |                  | ROW Easemt/Purc - 100LnFbx2Ft+10xAppr               | S.F.                        |         | \$10       | \$0.00              | \$123,650.00 |  |  |
|                       |                  | <b>Subtotal</b>                                     |                             |         |            |                     |              |  |  |
|                       |                  | <b>Roadway Trench Paving</b>                        |                             |         |            |                     |              |  |  |
|                       |                  | 4" AC   | Tn                          | 376     | 180        | \$67,619.51         |              |  |  |
|                       |                  | Excav Trench CrRock                                 | C.Y.                        | 199     | 25         | \$4,969.10          |              |  |  |
|                       |                  | 3" pvc sleeve                                       | Ea                          | 0.00    | 40         | \$0.00              |              |  |  |
|                       |                  | sawcut exist paving                                 | L.F.                        | 1300.00 | 2.5        | \$3,250.00          |              |  |  |
|                       |                  | <b>Subtotal</b>                                     |                             |         |            |                     | \$75,838.61  |  |  |
|                       | Sched A          | <b>Willow St</b>                                    | <b>Water</b>                |         |            |                     |              |  |  |
|                       |                  |   | Trench Excavation - DI Pipe | C.Y.    | 0          | 90.00               | \$0.00       |  |  |
|                       |                  | Trench Backfill 3/4" CrRk - DI Pipe                 | C.Y.                        | 0       | 26.00      | \$0.00              |              |  |  |
|                       |                  | Trench Excavation - PVC Pipe                        | C.Y.                        | 1795    | 45.00      | \$80,784.00         |              |  |  |
|                       |                  | Trench Backfill 3/4" CrRk - PVC Pipe                | C.Y.                        | 1593    | 35.00      | \$55,741.58         |              |  |  |
|                       |                  | 8" Ductile CL52 Waterline - (Opt.)                  | L.F.                        | 0.00    | \$62.00    | \$0.00              |              |  |  |
|                       |                  | 12" PVC AWWA C900 Waterline                         | L.F.                        | 1370.00 | \$55.00    | \$75,350.00         |              |  |  |
|                       |                  | 6" PVC AWWA C900 Waterline                          | L.F.                        | 1610.00 | \$35.00    | \$56,350.00         |              |  |  |
|                       |                  | 4" PVC AWWA C900 Waterline                          | L.F.                        | 335.00  | \$20.00    | \$6,700.00          |              |  |  |
|                       |                  | 1" PEX AWWA C904 Meter Service w/Box (Near side)    | Ea.                         | 15.00   | \$1,750.00 | \$26,250.00         |              |  |  |
|                       |                  | 1" PEX AWWA C904 Meter Service w/Box (Far side)     | Ea.                         | 27.00   | \$2,500.00 | \$67,500.00         |              |  |  |
|                       |                  | Private Side Connection to Residences               | Ea.                         | 42.00   | \$1,800.00 | \$75,600.00         |              |  |  |
|                       |                  | Private Side BackFlow Devices, Valve, w/Box         | Ea.                         | 42.00   | \$230.00   | \$9,660.00          |              |  |  |
|                       |                  | Fire Hydrant Assm.                                  | Ea.                         | 6.00    | \$6,400.00 | \$38,400.00         |              |  |  |
|                       |                  | 2" Blow Off   | Ea.                         | 5.00    | \$1,500.00 | \$7,500.00          |              |  |  |
|                       |                  | Disinfection - Pressure Testing                     | L.S.                        | 1.00    | \$3,000.00 | \$3,000.00          |              |  |  |
|                       |                  | 12"x12"x12" Tee                                     | Ea.                         | 1.00    | \$4,000.00 | \$4,000.00          |              |  |  |
|                       |                  | 12"x12"x6" Tee                                      | Ea.                         | 2.00    | \$3,500.00 | \$7,000.00          |              |  |  |
|                       |                  | 6"x6"x6" Tee  | Ea.                         | 2.00    | \$1,500.00 | \$3,000.00          |              |  |  |
|                       |                  | 12" BF Valves                                       | Ea.                         | 7.00    | \$3,000.00 | \$21,000.00         |              |  |  |
|                       |                  | 10" BF Valve  | Ea.                         | 1.00    | \$2,500.00 | \$2,500.00          |              |  |  |
|                       |                  | 6" Gate Valves                                      | Ea.                         | 9.00    | \$1,500.00 | \$13,500.00         |              |  |  |
|                       |                  | 4" Gate Valve                                       | Ea.                         | 1.00    | \$1,000.00 | \$1,000.00          |              |  |  |
|                       |                  | 12"x6" Reducers                                     | Ea.                         | 3.00    | \$650.00   | \$1,950.00          |              |  |  |
|                       |                  | 6"x4" Reducers                                      | Ea.                         | 1.00    | \$150.00   | \$150.00            |              |  |  |
|                       |                  | 6" 45deg Bend MjxMj                                 | Ea.                         | 2.00    | \$400.00   | \$800.00            |              |  |  |
|                       |                  | <b>Subtotal</b>                                     |                             |         |            |                     | \$557,735.58 |  |  |
|                       |                  |   | <b>Construction Total</b>   |         |            |                     | \$757,224.20 |  |  |
|                       |                  | <b>Contingency (10%)</b>                            |                             |         |            | \$75,722.42         |              |  |  |
|                       |                  | <b>Subtotal Project Cost</b>                        |                             |         |            | <b>\$832,946.62</b> |              |  |  |
|                       |                  | <b>Full Pavement Overlay</b>                        |                             |         |            | \$0.00              |              |  |  |
|                       |                  | <b>Total Project Request Cost</b>                   |                             |         |            | <b>\$832,946.62</b> |              |  |  |



RESOLUTION NO. 1 FOR 2021

A RESOLUTION TO APPOINT VIEWERS FOR LOCAL IMPROVEMENT DISTRICT (LID) KNOWN AS THE WILLOW STREET NEIGHBORHOOD LID.

IN THE MATTER OF PROPOSED WATER, STREET, SIDEWALK, CURB, GUTTER AND STORM DRAIN SYSTEM IMPROVEMENTS; SAID IMPROVEMENTS BEING:

Installment of water, street, sidewalk, curb, gutter and storm drain improvements on Willow Street, Yucca Street, part of Tamarack Street and parts of 18<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup> Avenues as set forth below.

WHEREAS, the City Council of the City of Sweet Home is hereby petitioned by a majority of real property owners of the proposed LID who will be especially benefitted by the herein proposed improvements to order the aforementioned improvements;

WHEREAS, the City Council of the City of Sweet Home hereby declares that it desires to initiate this LID and hereby directs the City Manager to make the plat and report prescribed by SHMC 3.16.010;

WHEREAS, the City Manager has made the plat and report as prescribed by SHMC 3.16.010 that includes a Plat, Deed References, Owners Names (includes other persons that have interest in the property), Map and Cost Estimate of the project;

NOW, THEREFORE, be it resolved that in accordance with SHMC Chapter 3.16 for the City of Sweet Home:

Section 1. There are hereby appointed three (3) Viewers with one Alternate being citizens of the City of Sweet Home, Oregon, who are freeholders and qualified electors. The Viewers shall investigate the plat and report (City Manager's Report as stated above) and within ten (10) days make recommendations to the City Council with regard to the project together with a just estimated assessment of the benefits to the property that they determine to be specially benefitted by such project. The City Recorder shall act as clerk for the Viewers. The Viewers shall be as follows:

\_\_\_\_\_ Viewer  
\_\_\_\_\_ Viewer  
\_\_\_\_\_ Viewer  
\_\_\_\_\_ Alternate

Section 2. Within ten (10) days after the filing of the Viewers' Report, the City Recorder (City Manager) shall cause notice to be published for a period of two (2) successive publications in the City's official newspaper stating that such report is on file in the City Recorder's office subject to examination, giving the date when the same was filed, the estimated probable cost of the proposed improvements, a statement of the properties proposed to be assessed therefor and identifying the district, and notifying all persons interested to present their objections to said report, if any they have, and that said objections, if any there be, will be heard by the City Council on a date specified in such notice not less than ten (10) days after the date of the first publication of the notice. Similar notices shall be sent to the owner of each parcel of property benefitted, the notices to be sent by registered or certified mail and shall be at least 10 days before the date specified for objections to be heard by the City Council.

PASSED by the City Council and approved by the Mayor this 12<sup>th</sup> day of January, 2021.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Public Hearing for Zone Map Amendment Application ZMA20-04

**Preferred Agenda:** January 12, 2021 1<sup>st</sup> Reading

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

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

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

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

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

**Attachments:** Planning Commission Order of Approval  
Ordinance No. 1 for 2021  
Original Application

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## **Purpose of this RCA:**

To approve the Zone Map Amendment Application ZMA20-04.

## **Background/Context:**

The applicant is proposing to change the Zoning Map in an area consisting of approximately 87,962 square feet (1.96 acre) located approximately 300 feet north of the Main Street and 9<sup>th</sup> Avenue intersection, Sweet Home, OR 97386 (13S01E31BD Tax Lot 401). The Sweet Home Zoning Map is proposed to change from the Highway Commercial (C-2) Zone to the Residential High Density (R-2) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation (High Density Residential).

The Sweet Home Planning Commission held a public hearing on December 7, 2020. At the hearing the Planning Commission reviewed application ZMA20-04 where they received testimony and deliberated on this matter. The Planning Commission passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.

ZMA20-04 was filed simultaneously with Application PD20-02. Application PD20-02 is pending the approval of Application ZMA20-04. Application PD20-02 was approved with conditions at the January 4, 2021 Planning Commission meeting.

## **The Challenge/Problem:**

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

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan. The Planning Commission will recommend, and the City Council shall determine the location of boundaries by examining the goals and policies contained within the Plan. [Chapter 2, Page 12 of the Comprehensive Plan].

**Stakeholders:**

- The Owner/Developer would be able to develop the property as they have proposed.
- The residents and businesses in the surrounding area would benefit from the vacant property being cleared and developed.
- The City of Sweet Home would benefit from the additional housing that could come from the changed zoning

**Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

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

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

Comprehensive Plan Map Policy 1: The Comprehensive Plan Map graphically portrays Sweet Home's land use pattern as recommended by Comprehensive Plan policy. Each designation has a different symbol or color. The land use map portrays the long-range vision of land use patterns in Sweet Home. [Chapter 2, Page 12 of the Comprehensive Plan].

17.12.025 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:

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

**Options:**

1. Deny Application. Staff would prepare an Order of Denial for Application ZMA20-04.
2. Approve Application ZMA20-04 as presented and conduct the first reading of Ordinance No. 1 for 2021.
3. Recommend different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Council meeting.

**Recommendation:** Staff Recommends Option 2: Approve Application ZMA20-04 as presented and conduct the first reading of Ordinance No. 1 for 2021.



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

**PLANNING COMMISSION ORDER OF APPROVAL**

**REQUEST:** The applicant is proposing to change the Zoning Map in an area consisting of approximately 87,962 square feet (1.96 acre) located approximately 300 feet north of the Main Street and 9<sup>th</sup> Avenue intersection, Sweet Home, OR 97386 (13S01E31BD Tax Lot 401). The Sweet Home Zoning Map is proposed to change from the Highway Commercial (C-2) Zone to the Residential High Density (R-2) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation (High Density Residential). The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Application ZMA20-04 is being filed simultaneously with Application PD20-02. Application PD20-02 is pending the approval of Application ZMA20-04.

**APPLICANT AND**

**PROPERTY OWNER:** Good Faith Management LLC

**PROPERTY LOCATION:** Approximately 300 feet north of the Main Street and 9<sup>th</sup> Avenue intersection, Sweet Home, OR 97386, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31BD Tax Lot 401.

**REVIEW AND**

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

**FILE NUMBER:** ZMA20-04

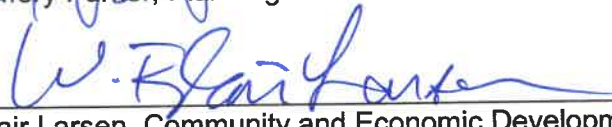
**STAFF CONTACT:** Angela Clegg, Associate Planner  
Phone: (541) 367-8113; Email: [aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on December 7, 2020. At the hearing the Planning Commission reviewed application ZMA20-04. The Planning Commission received testimony and deliberated on this matter at their December 7, 2020 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the December 7, 2020 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the December 7, 2020 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report, and those are included as Exhibit A to this Order

III. **DECISION: Approved** the motion to recommend the application to City Council on January 12, 2021. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA20-04 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA20-04 and recommends approval by the City Council.

**PLANNING COMMISSION DECISION:** December 7, 2020  
**APPEAL DEADLINE:** January 3, 2020 at 5:00 PM  
**CITY COUNCIL MEETING:** January 12, 2021 at 6:30 PM

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

  
\_\_\_\_\_  
Blair Larsen, Community and Economic Development Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**APPEAL: This decision can be appealed.** The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (12 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386. The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113. Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

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

## Exhibit A to Order of Approval for ZMA20-04

### II. REVIEW AND DESIGN CRITERIA

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

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

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

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

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

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

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

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

Comprehensive Plan, Chapter 2, Comprehensive Plan Map Policies, Chapter 8: Plan Management]

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

Applicants Comments: See Attachment C, 9<sup>th</sup> Avenue Planned Development Summary Page 37.

Staff Findings: The applicant is proposing to change the Zoning Map of an approximately 87,962 square feet (1.96 acre) property identified on the Linn County Assessor's Map as 13S01E31BD Tax Lot 401 (see Attachment A). The applicant has proposed a change in zoning from Commercial Highway (C-2) to Residential High Density (R-2).

Based on the Linn County 2017 aerial photograph, the area is surrounded by Low Density Residential, High Density Residential Central Commercial and Highway Commercial lots. The applicant states a desire to develop a seven-lot development on the property.

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

The application complies with this criterion.

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

Staff Findings: Staff finds that the proposed zoning map amendment would be consistent with the pattern of development in the area, based on the 2017 Linn County aerial photograph Staff finds that the subject property is surrounded by Low Density Residential, High Density Residential Central Commercial and Highway Commercial lots.

The application complies with this criterion.

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

Applicants Comments: See Attachment C, 9<sup>th</sup> Avenue Planned Development Summary Page 37 and 38.

Staff Findings: Per the staff engineers' comments above, public water and sanitary sewer service will be provided to each parcel. City maintenance access will be in a utility easement over the driveway area. Connections are available in 9<sup>th</sup> Avenue. The subject property has frontage along 9<sup>th</sup> Avenue through a private access easement. Based on the applicant's statements the subject property is anticipated to be developed with a seven-lot planned development. Staff finds that utilities and services are efficiently provided to serve the proposed use of a planned development unit or other potential uses in the proposed zoning district.

The application complies with this criterion.

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

Applicants Comments: See Attachment C, 9<sup>th</sup> Avenue Planned Development Summary Page 38, 69-73.

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

- 5. OAR 660-012-0060(1). If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
  - a. Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
  - b. Change standards implementing a functional classification system; or**
  - c. Result in any of the effects listed in paragraphs (a) through (c) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**

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

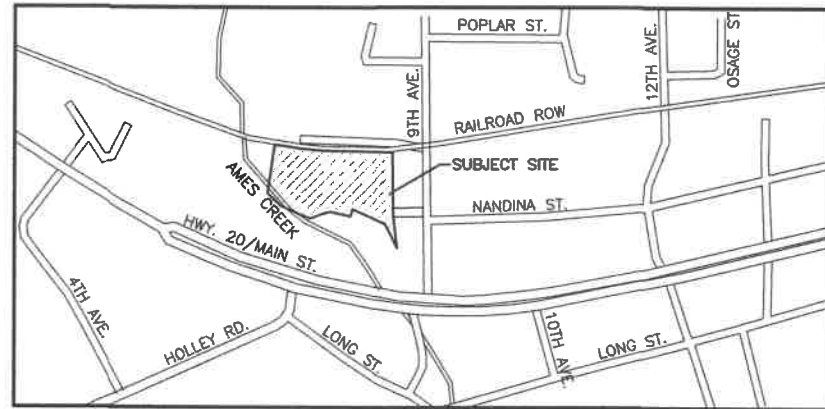
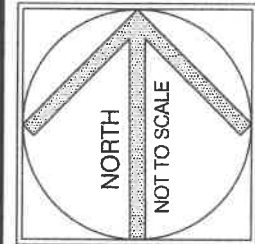
Staff Findings: The subject property has existing frontage along 9<sup>th</sup> Avenue through a private access easement on Lot 303. 9<sup>th</sup> Avenue is identified as a local street in the Sweet Home Transportation System Plan; Figure 2.2. The applicant has proposed a change in zoning from the Commercial Highway (C-2) to the Residential High Density (R-2) zone. The proposed use would be consistent with the Comprehensive Plan Map designation. Based on these findings, staff concludes that the proposed zone change would not significantly affect the existing transportation infrastructure in the neighborhood and is consistent with the Sweet Home Transportation System Plan.

The application complies with this criterion.

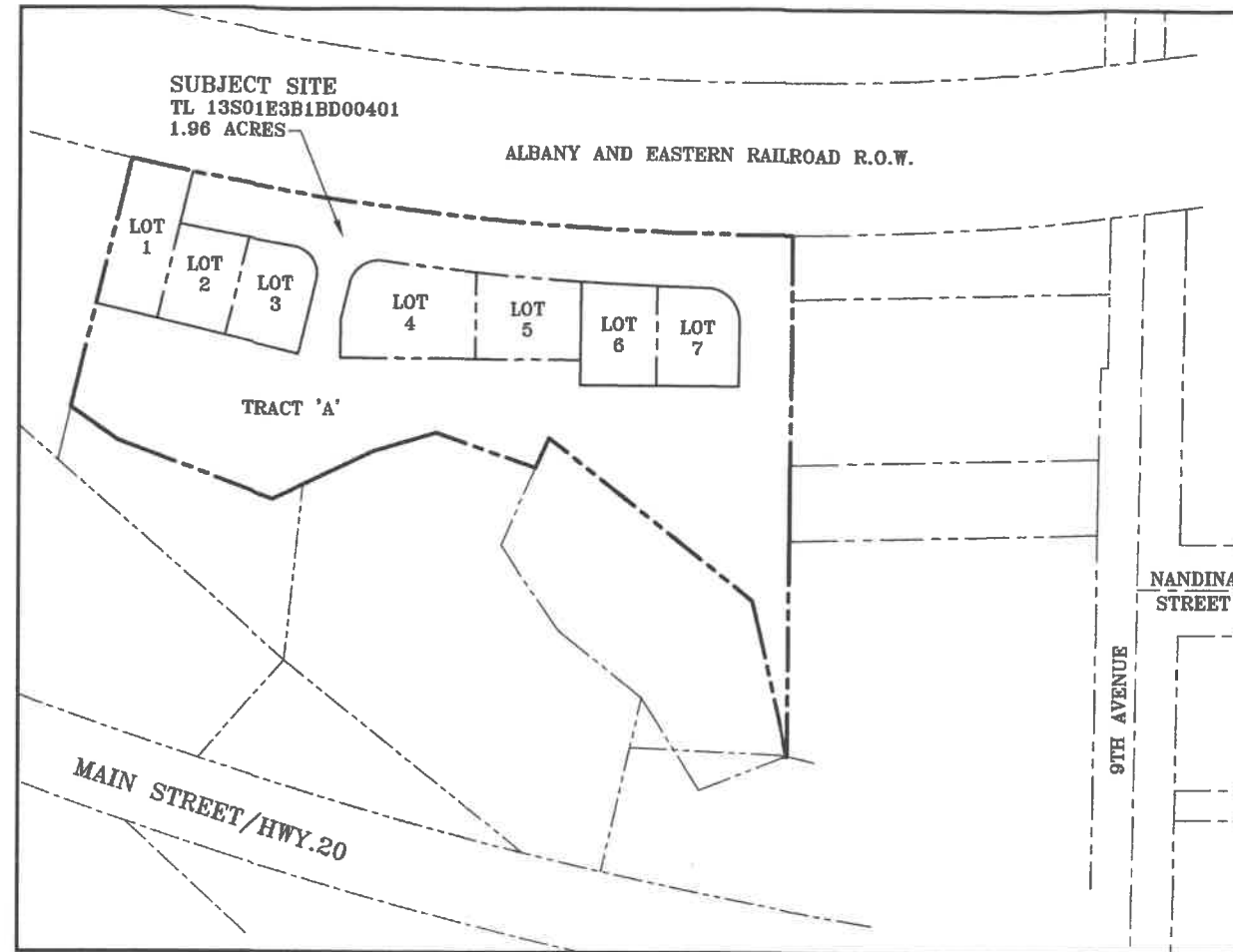
# 9TH AVENUE PLANNED DEVELOPMENT

## SWEET HOME, ORE.

**Cascadia**  
 Planning + Development Services  
 PO Box 1920  
 Silverton, Oregon 97381  
 503-804-1089  
 steve@cascadiapd.com  
 www.cascadiapd.com



VICINITY MAP



SITE MAP

**INDEX OF DRAWINGS**

- P-1 COVER SHEET
- P-2 EXISTING CONDITIONS
- P-3 AERIAL PHOTOGRAPH / LAND USE PLAN
- P-4 PRELIMINARY PLAT
- P-5 PRELIMINARY SITE PLAN
- P-6 PRELIMINARY GRADING & EROSION CONTROL PLAN
- P-7 PRELIMINARY STORM DRAIN PLAN
- P-7A PRELIMINARY STORM DRAIN BASIN PLAN
- P-7B PRELIMINARY STORM DRAIN DETAILS
- P-7C STORMTECH CHAMBER DETAILS
- P-7D STORMTECH CHAMBER DETAILS
- P-8 PRELIMINARY SANITARY SEWER & WATER PLAN
- P-9 PRELIMINARY 9TH STREET FRONTAGE PLAN
- P-10 PRELIMINARY PRIVATE STREET A PLAN (1+00-5+00)
- P-10A PRELIMINARY PRIVATE STREET A PLAN (5+00-8+00)

**APPLICANT / PROPERTY OWNER**

GOOD FAITH MANAGEMENT, LLC  
 PO BOX 412212  
 EUGENE, OR 97404  
 541-520-1265  
 CONTACT: JANIS VANAGS

**LAND SURVEYOR**

UDELL ENGINEERING & LAND SURVEYING, LLC  
 63 EAST ASH STREET  
 LEBANON, OR 97355  
 541-451-5125  
 CONTACT: KYLE LATIMER, PE, PLS

**APPLICANT'S REPRESENTATIVE**

CASCADIA PLANNING + DEVELOPMENT SERVICES  
 PO BOX 1920  
 SILVERTON, OR 97038  
 503-804-9294  
 CONTACT: STEVE KAY, AICP

**CIVIL ENGINEER**

DL DESIGN GROUP  
 500 W 8TH STREET, STE 205  
 VANCOUVER, WA 98660  
 503-644-4628  
 CONTACT: GARY DARLING, PE

CITY OF SWEET HOME LAND USE APPLICATION  
**9TH AVENUE PLANNED DEVELOPMENT**

T.L. 401, T.M. 1301E31BD  
 LINN COUNTY, OREGON

9TH AVENUE  
 SWEET HOME, OR 97386

**COVER SHEET**

OCTOBER 14, 2020

REVISIONS



**P-1**

SHEET 1 OF 13

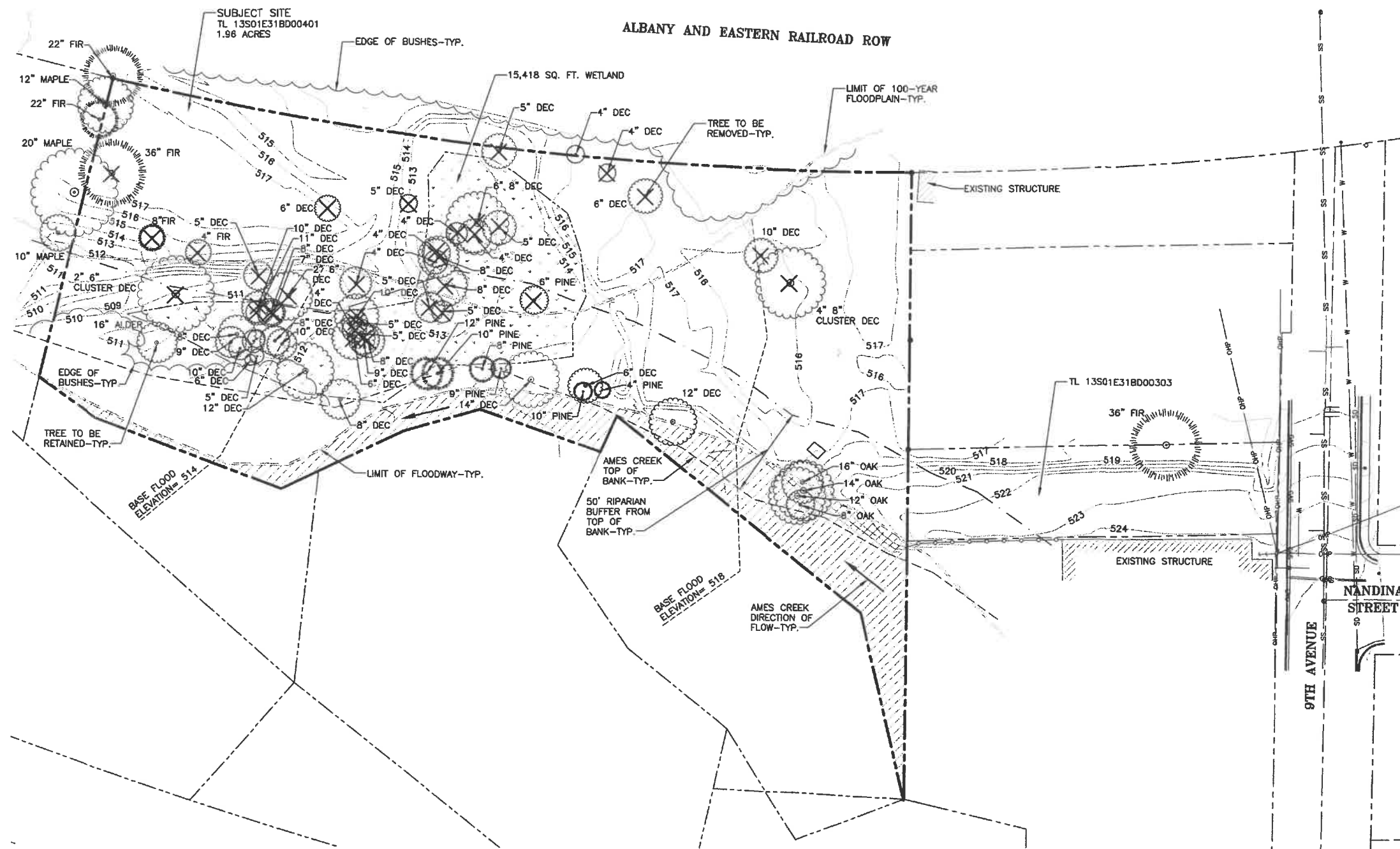
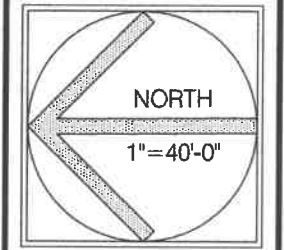
**SURVEY LEGEND - EXISTING FEATURES**

|  |                          |  |                          |
|--|--------------------------|--|--------------------------|
|  | CONCRETE BLOCK WALL      |  | SANITARY SEWER MANHOLE   |
|  | TOP OF SLOPE             |  | UTILITY VAULT            |
|  | WIRE FENCE               |  | LIGHT POLE               |
|  | WOOD FENCE               |  | ELECTRIC PEDESTAL        |
|  | MINOR CONTOUR            |  | DECIDUOUS TREE           |
|  | MAJOR CONTOUR            |  | STUMP                    |
|  | SANITARY SEWER LINE      |  | SURVEY FOUND MONUMENT    |
|  | WATER LINE               |  | DECIDUOUS                |
|  | ELECTRIC LINE            |  | BIRCH                    |
|  | FIRE HYDRANT             |  | IRRIGATION CONTROL VALVE |
|  | WATER VALVE              |  | HANDICAP PARKING         |
|  | CATCH BASIN / AREA DRAIN |  |                          |

**GENERAL NOTES:**

1. BENCHMARK INFORMATION. TRAVERSE PK NAIL LOCATED IN THE SOUTHEASTERLY CORNER OF THE HOTEL PARKING LOT. ELEVATION DETERMINED BY STATIC GPS OBSERVATION NGS OPUS RAPID-STATIC SOLUTION DATED 10/18/16. ELEVATION=37.32' (NAVD88)
2. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM READILY IDENTIFIABLE SURFACE INDICATORS AND UTILITY SERVICE PROVIDER PAINT MARKS. SEWER, ELECTRIC AND WATER PAINT MARKS WERE PRESENT AT THE TIME OF THIS SURVEY. NO CERTIFICATION CAN BE MADE REGARDING THE ACCURACY OR COMPLETENESS OF THE UNDERGROUND UTILITIES ON OR NEAR THE SUBJECT PROPERTY.
3. BOUNDARY DETERMINATION HOLDS RECORD BEARINGS AND DISTANCES PER MULTNOMAH COUNTY PARTITION PLAT NO. 1993-102.

**Cascadia**  
 Planning + Development Services  
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 Silverton, Oregon 97381  
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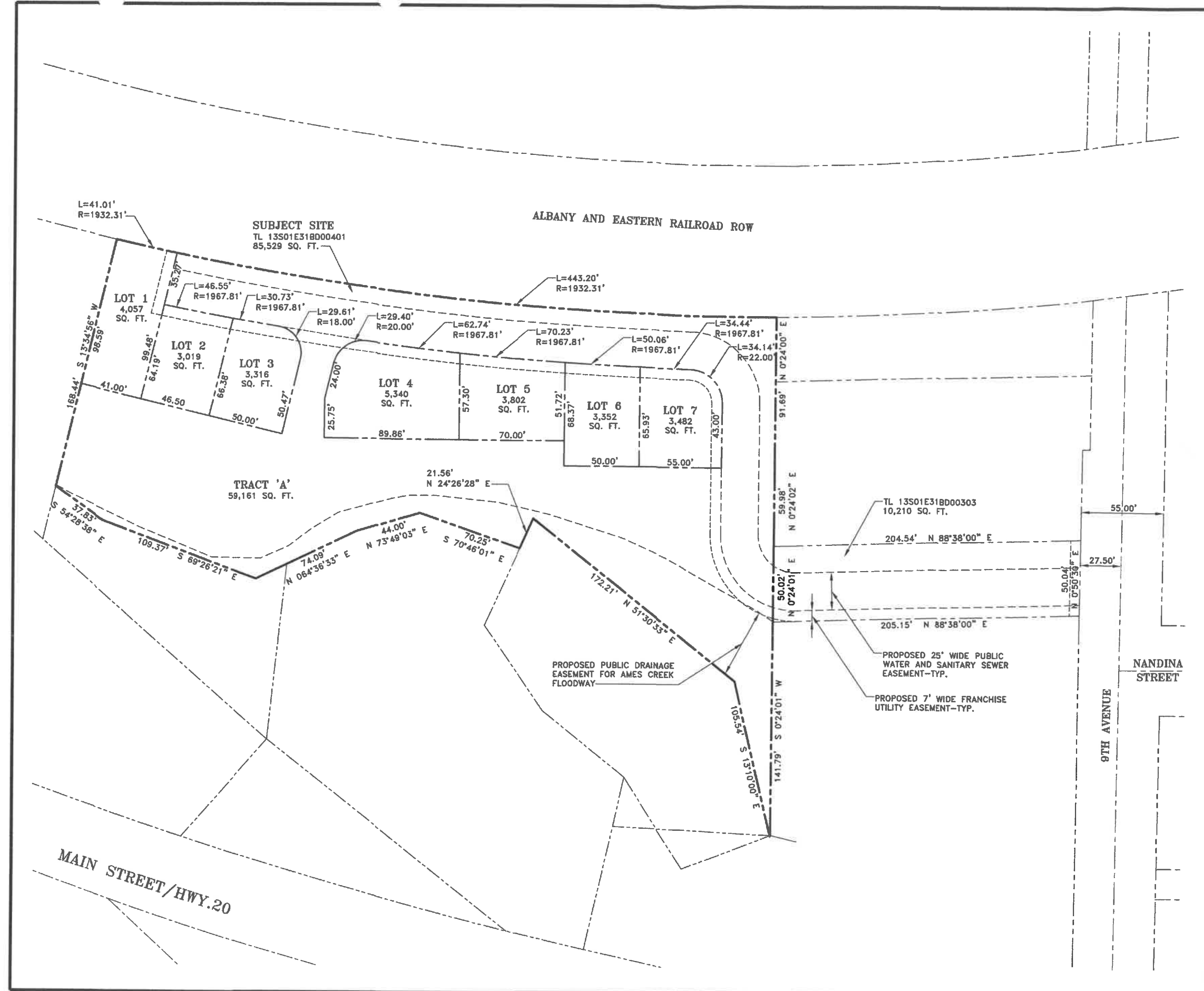
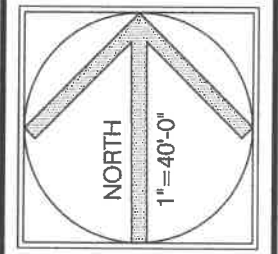


CITY OF SWEET HOME LAND USE APPLICATION  
**9TH AVENUE PLANNED DEVELOPMENT**  
 T.L. 401, T.M. 1301E31BD  
 LINN COUNTY, OREGON  
 9TH AVENUE  
 SWEET HOME, OR 97386

**EXISTING CONDITIONS**  
 OCTOBER 14, 2020  
 REVISIONS

**P-2**  
 SHEET 2 OF 13





CITY OF SWEET HOME LAND USE APPLICATION  
**9TH AVENUE PLANNED DEVELOPMENT**

T.L. 401, T.M. 1301E31BD  
 LINN COUNTY, OREGON

9TH AVENUE  
 SWEET HOME, OR 97386

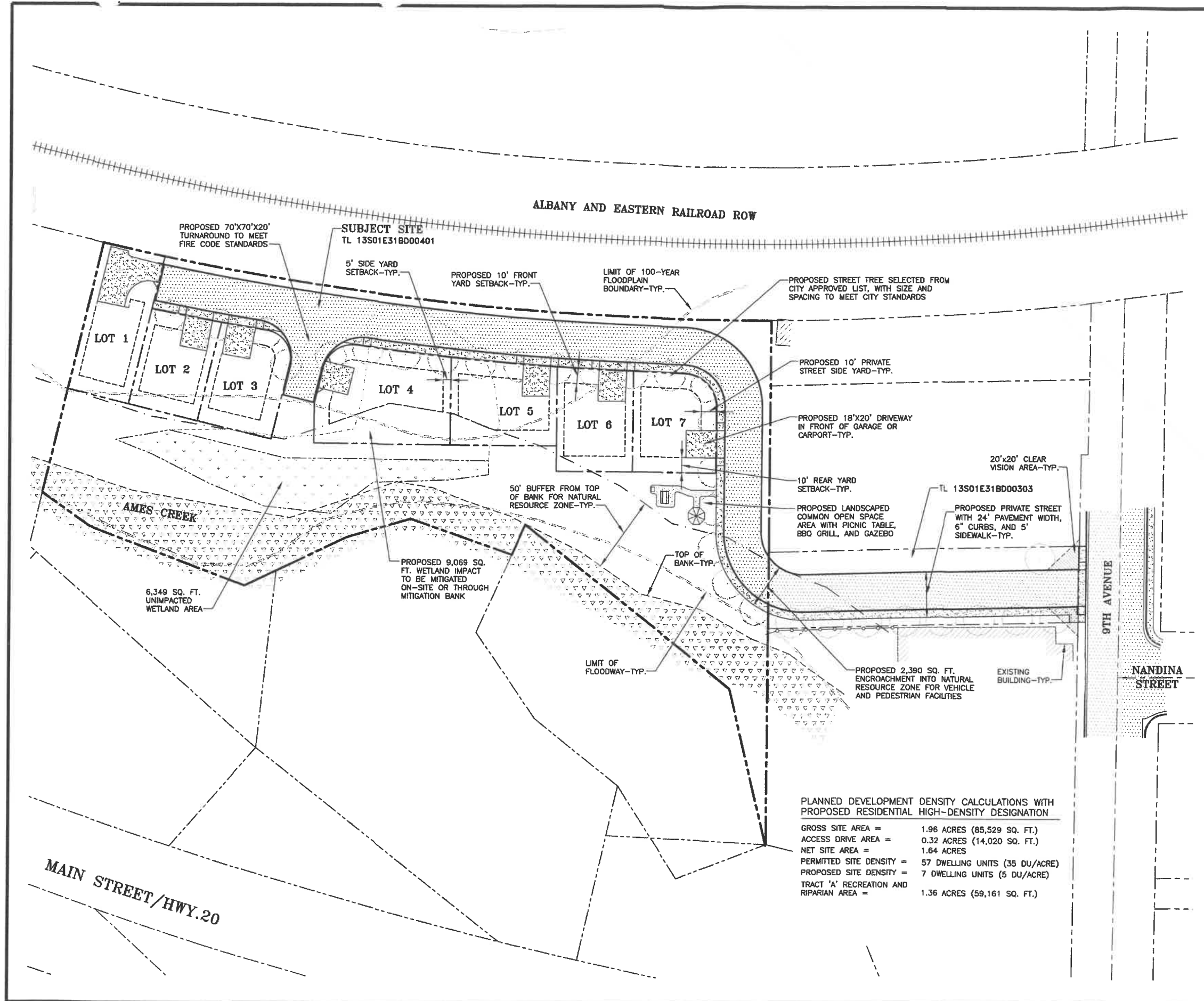
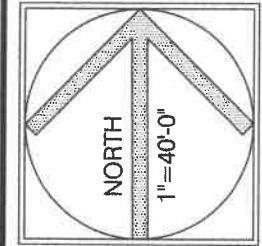
**PRELIMINARY PLAT**

OCTOBER 14, 2020

REVISIONS

**P-4**

SHEET 4 OF 13



PLANNED DEVELOPMENT DENSITY CALCULATIONS WITH PROPOSED RESIDENTIAL HIGH-DENSITY DESIGNATION

|  |                                |
|--|--------------------------------|
| GROSS SITE AREA =                        | 1.96 ACRES (85,529 SQ. FT.)    |
| ACCESS DRIVE AREA =                      | 0.32 ACRES (14,020 SQ. FT.)    |
| NET SITE AREA =                          | 1.64 ACRES                     |
| PERMITTED SITE DENSITY =                 | 57 DWELLING UNITS (35 DU/ACRE) |
| PROPOSED SITE DENSITY =                  | 7 DWELLING UNITS (5 DU/ACRE)   |
| TRACT 'A' RECREATION AND RIPARIAN AREA = | 1.36 ACRES (59,161 SQ. FT.)    |

CITY OF SWEET HOME LAND USE APPLICATION  
**9TH AVENUE PLANNED DEVELOPMENT**  
 T.L. 401, T.M. 1301E31BD  
 LINN COUNTY, OREGON  
 9TH AVENUE  
 SWEET HOME, OR 97386

**PRELIMINARY SITE PLAN**  
 OCTOBER 14, 2020  
 REVISIONS

**P-5**  
 SHEET 5 OF 13



PO Box 1920, Silverton, OR 97381  
www.cascadiapd.com / 503-804-1089

**CITY OF SWEET HOME  
APPLICATION FOR  
LAND USE REVIEW**

**9<sup>TH</sup> AVENUE PLANNED  
DEVELOPMENT**

Location: 9<sup>th</sup> Avenue  
Tax Lot 401 of  
Tax Map 13S01E31BD  
Linn County, Oregon

Prepared by: Steve Kay, AICP

Prepared for: Good Faith Management, LLC  
PO Box 412212  
Eugene, OR 97404

October 14, 2020

## **APPLICANT'S STATEMENT**

**PROJECT NAME:** 9<sup>th</sup> Street Planned Development

**REQUEST:** Concurrent Approval of a Zoning Map Amendment and Planned Development Application to Permit the Development of a 7 Single-Family Lots and an Open Space Tract

**ASSESSOR'S DESCRIPTION:** Tax Lot 401 of Tax Map 13S01E31BD  
Linn County, Oregon

**APPLICANT'S REPRESENTATIVE:** Steve Kay, AICP  
Cascadia Planning + Development Services  
P.O. Box 1920  
Silverton, OR 97381  
503-804-1089  
steve@cascadiapd.com

**APPLICANT AND PROPERTY OWNER:** Good Faith Management  
PO Box 412212  
Eugene, OR 97404

**PROPERTY SIZE:** 1.96 acres +/-

**LOCATION:** 9<sup>th</sup> Avenue (Unassigned Address)

**I. APPLICABLE REGULATIONS**

**A. City of Sweet Home Code of Ordinances**

- Title 12: Street, Sidewalks and Public Places**
  - Chapter 12.16: Public Trees, Shrubs and Bushes**
- Title 13: Public Services**
  - Chapter 13.04: Water Service System**
  - Chapter 13.08: Sewer Service System**
  - Chapter 13.09: Stormwater Drainage**
- Title 15: Buildings and Construction**
  - Chapter 15.12: Flood Hazard Regulations**
- Title 16: Land Divisions and Line Adjustments**
  - Chapter 16.12: Design Standards**
  - Chapter 16.16: Tentative Plan**
- Title 17: Zoning**
  - Chapter 17.08: General Provisions**
  - Chapter 17.12: Administration and Enforcement**
  - Chapter 17.28: R-2 Residential High-Density Zone**
  - Chapter 17.48: PD Planned Development Zone**
  - Chapter 17.72: NR Natural Resources**

**B. Sweet Home Comprehensive Plan**

- Chapter 2: Land Use Element**
- Chapter 3: Natural Features and Parks**
- Chapter 4: Residential Lands and Housing**
- Chapter 5: Economic Development and Lands for Economic Growth**
- Chapter 6: Transportation Systems**
- Chapter 7: Public Facilities**
- Chapter 8: Plan Management**

**C. Statewide Planning Goals**

- Goal 1: Citizen Involvement**
- Goal 2: Land Use Planning**
- Goal 3: Agricultural Lands**
- Goal 4: Forest Lands**
- Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources**
- Goal 6: Air, Water and Land Resource Quality**
- Goal 7: Natural Hazards**
- Goal 8: Recreational Needs**
- Goal 9: Economic Development**
- Goal 10: Housing**
- Goal 11: Public Facilities and Services**
- Goal 12: Transportation**
- Goal 13: Energy Conservation**
- Goal 14: Urbanization**

## II. BACKGROUND:

The applicant and property owner, Good Faith Management LLC, is requesting approval of a proposed map amendment and development of Tax Lots 401 of Tax Map 13S01E31BD. Currently, Tax Lot 401 is designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map. Due to the limited potential for use of the site under the commercial designation, as well as the high demand for additional workforce housing in Sweet Home, the applicant is proposing to amend the Zoning Map to designate Tax Lot 401 as R-2 (High Density Residential).

The attached plans indicate that the applicant is requesting approval of a Planned Development application under the R-2 zone designation. The attached Preliminary Site Plan indicates that access to the subject site from 9<sup>th</sup> Avenue will be through a proposed easement across Tax Lot 303, which is also owned by the applicant. After subtracting the access drive area on Tax Lot 401, the net site area is approximately 1.64 acres. At the permitted density of 35 dwelling units/acre, up to 57 multi-family dwelling units may be developed on the site. However, the attached plans indicate that the applicant is proposing to protect natural resource areas and develop 7 single-family lots on the subject parcels. Through the planned development process, the applicant is proposing to modify the minimum lot size, minimum lot width, front setback, and street yard setback standards as shown on the attached plans. As proposed, Tract 'A' will protect environmentally sensitive areas of the site and provide common open space amenities for the planned development.

The attached Existing Conditions Plan indicates that the proposed development's access point on 9<sup>th</sup> Avenue is located approximately 25-ft. north of the Nandina Street intersection (see Exhibit 3). Currently, the 9<sup>th</sup> Avenue frontage of Tax Lot 303 is improved with approximately 21-ft. of asphalt paving from centerline and an existing concrete gutter and curb is located on the west side of the street. To meet Local Street standards, the applicant is proposing to install a 5-ft. curbtight sidewalk and street trees along this street frontage. To provide access for Lots 1-7, the applicant is proposing to install a 24-ft. wide private street through Tax Lot 303 and within Tract 'A', with 6-in. curbs on both sides of the street, and a 5-ft. sidewalk along the south side of the roadway. To meet Fire Code Standards, the attached Preliminary Site Plan indicates that a 20-ft. x 70-ft. turnaround with a 28-ft. turning radius will be installed between Lots 3 and 4 (see Exhibit 3).

The submitted site plan identifies several natural resources including Ames Creek and a 50-ft. wide buffer measured from the top of bank. The plan also locates an on-site wetland and delineates a 100-year floodplain boundary along the north side of Ames Creek. To limit impacts to these resource areas, the applicant is proposing to site the development in the northern portion of Tax Lot 401. Due to the limited unconstrained area of the site, the applicant is proposing to encroach the proposed development into the wetland area and will mitigate for impacts either on-site or through a mitigation bank. As permitted under Chapter 17.72, the applicant is proposing to encroach into a small portion of the 50-ft. buffer with the private street. To ensure that the proposed development is not impacted by the floodplain, the applicant will be constructing horizontal structural members of buildings at least 18" above the base flood elevation.

City maps indicate that public utilities are in the vicinity of the subject property and can accommodate the proposed development. Public sanitary sewer and water service will be provided by extending public mains lines from 9th Avenue within a proposed public easement. Stormwater from impervious surfaces will be collected and detained on-site in accordance with City standards prior to being discharged into Ames Creek at the pre-development rate.

A copy of the signed Application Form, Property Deed and Legal Description, and Preliminary Development Plans are included with this application packet. The applicant's exhibits and narrative demonstrate that the submitted land use requests meet the criteria for approval as outlined by the City of Sweet Home Code of Ordinances.

### **III. FINDINGS**

#### **A. CITY OF SWEET HOME CODE OF ORDINANCES**

##### **TITLE 12: STREETS, SIDEWALKS AND PUBLIC PLACES**

##### **Chapter 12.16: Public Trees, Shrubs and Bushes**

##### **Section 12.16.070: Street Tree Planting Specifications.**

- A. Tree selection. The official city street tree list of acceptable species for trees, shrubs, bushes and other woody plant material is included in Appendix E of the 1993 Sweet Home Park and Street Tree Planting Plan. No person, without the written permission of the city, shall plant a street tree of a species other than those included on the list.**
- B. Size of tree to be planted. Unless otherwise specified by the City of Sweet Home, all trees and their cultivars shall conform to the American Standard for Nursery Stock. The minimum size for planting stock for use along arterial street is a caliper of two inches or greater and one and one-half inches or greater along a collector street.**
- C. Tree grade. Unless otherwise specified by the city, all trees shall have straight trunks, well developed leaders and tops. The root system shall be characteristic of the species and it shall exhibit evidence of proper nursery practices.**
- D. Type of planting stock. Unless otherwise specified by the city, all nursery stock shall conform to the American Standard for Nursery Stock.**

**COMMENT:**

The attached Preliminary Site Plan indicates that street trees will be planted along the site's frontage on 9<sup>th</sup> Avenue and along proposed Private Street A (see Exhibit 3).

- E. Spacing of plantings. The spacing of street trees shall be in accordance with the species, size and listed in Appendix E of the Sweet Home Park and Street Tree Planting Plan and no trees shall be planted closer together than the following:**
- F. Utility lines. No street trees other than those species listed in Appendix E of the 1993 Park and Street Tree Planting Plan may be planted under or within ten lateral feet of any overhead utility wire or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.**

**COMMENT:**

As required, proposed street tree size and spacing will conform to City standards. The attached Existing Conditions Plan indicates that overhead lines are located along the 9<sup>th</sup> Avenue frontage of Tax Lot 303, therefore these proposed street trees are located at least 10-ft. from the wires (see Exhibit 3).

**TITLE 13: PUBLIC SERVICES**

**Chapter 13.04: Water Service System**

**Section 13.04.080: New Water Service**

**No new water service shall be installed by the city until the potential customer has installed a cutoff, or "yard valve", between the meter and the outlet. The City of Sweet Home reserves the right to refuse or discontinue water service to any premises where the City Engineer of the City of Sweet Home has determined that the plumbing facilities, appliances and/or equipment using water are not installed and/or operating in accordance with the Oregon State Health rules and Plumbing Code of the City of Sweet Home and endanger the public health. Water service may be refused to any premises as long as the conditions exist. However, water service that is being furnished to an occupied premises may be discontinued only after notice of the condition of the plumbing that endangers the public health has been mailed by certified or registered mail to the owner of record, and the notice also has been given to the occupant of the premises, either personally, by posting the notice on the premises or by mailing the notice to said occupant by certified or registered mail at least seven days**

prior to the time that the water service is terminated unless immediate emergency action is required. If shortage of water exists, the city may restrict the use of water as determined by the city.

**COMMENT:**

The attached Composite Utility Plan demonstrates that the applicant is proposing to extend a public water main from 9<sup>th</sup> Avenue to the west terminus of Private Street A. The submitted plan illustrates that individual water laterals and meters will be installed to serve each of the proposed lots.

**Chapter 13.08: Sanitary Service System**

**Section 13.08.060: Use of Public Sewers Required.**

- D. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes that use water or produce wastewater situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city, is hereby required at the owner's expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 90 days after date of official notice to do so; provided that, the public sewer is within 100 feet (30.5 meters) of the property line.

**COMMENT:**

The attached Existing Conditions Plan indicates that an existing sanitary sewer main line is located in 9<sup>th</sup> Avenue, adjacent to the subject site. The applicant's Composite Utility Plan demonstrates a new sanitary sewer main will be extended within Private Street A to a location where gravity sewer service can extend to 9<sup>th</sup> Avenue. Each lot is served with a STEP system that includes a temporary holding tank and pressurized sanitary sewer laterals that connect to the public gravity system within Private Street A (see Exhibit 3).

**Section 13.08.070: Construction—Generally**

- A. The city requires that any public infrastructure required by this chapter be constructed to the opposite extent of the property from the boundary side providing the existing utility. On a case by case basis, the Public Works Director may allow the extension of public utilities to front a portion of the property to be served with the following conditions.

**COMMENT:**

The attached Existing Conditions Plan demonstrates that an existing sanitary sewer main line is located along the site's entire 9<sup>th</sup> Avenue frontage (see Exhibit 3). Therefore, an extension of this public utility is not required.

**Chapter 13.09: Stormwater Drainage**

**Section 13.09.030: Stormwater Drainage Policy**

- E. The city shall maintain public stormwater drainage facilities located on city property, city right-of-way or city easements. Public stormwater drainage facilities to be managed by the city include, but are not limited to:**

**COMMENT:**

To manage stormwater from the proposed private street, the applicant is proposing to install private stormwater facilities within Tract 'A' (see Exhibit 3). As required, a homeowner's association will provide on-going maintenance of the facility.

- F. Stormwater drainage facilities not maintained by the city include, but are not limited to:**
  - 1. Stormwater drainage facilities not located on city property, city right-of-way or city easement;**
  - 2. Private parking lot stormwater drainages;**
  - 3. Roof, footing and area drainages;**
  - 4. Drainages not designed and constructed for use by the general public;**
  - 5. Drainage swales which collect stormwater from a basin less than 100 acres that is not located on city property, right-of-way or easement;**
  - 6. Access driveway culverts;**
  - 7. Those portions of streams or drainage ways located on privately-owned land; and**
  - 8. Ditches swales, culverts and similar facilities owned and operated by the U.S. Bureau of Reclamation or other local, county or state**

governments.

**COMMENT:**

The attached Preliminary Composite Utility Plan indicates that the applicant is proposing to install stormwater drainage facilities within Tract 'A'. As required, the property owners of the proposed lots will be responsible for maintenance of the facilities.

**TITLE 15: BUILDINGS AND CONSTRUCTION**

**Chapter 15.12: Flood Hazard Area Regulations**

**Section 15.12.040: Lands to Which Chapter Applies.**

**This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city.**

**COMMENT:**

A review of FEMA maps indicates that a portion of the site contains a floodway and 100-year floodplain associated with Ames Creek. The floodway is located within the stream's top of bank, which is identified on the attached Existing Conditions Plan (see Exhibit 3). Based on FEMA Maps, the applicant has illustrated the boundary of 100-year floodplain on the Existing Conditions Plan.

**Section 15.12.090: Development Permit Requirement.**

**A development permit shall be obtained before construction or development begins within any area of special flood hazard established in § 15.12.050. The permit shall be for all structures, including manufactured homes, as set forth in § 15.12.030, and for all other development.**

**COMMENT:**

The applicant is requesting approval of a Planned Development application under the proposed R-2 zone designation. Specific development plans for each of the proposed single-family lots are not determined at this time. As required, the applicant will obtain development permits prior to the construction of any structures within the special flood hazard area.

**Section 15.12.110: 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.**

**COMMENT:**

The applicant is not requesting development permits for structures in the special flood hazard area at this time. As required, the above information will be provided to the City when permits are requested.

**Section 15.12.130: General Standards.**

In all areas of special flood hazards, the following standards are required.

**A. Anchoring.**

- 1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.**
- 2. All manufactured homes shall be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors.**

**COMMENT:**

As required, future development of dwellings on the site will include anchoring meeting the above standards.

**B. 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.
3. Electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

**COMMENT:**

As required, all future structures within the 100-year floodplain will be constructed using the above methods to minimize flood damage.

**C. Utilities.**

1. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
2. 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 water.
3. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Department of Environmental Quality.

**COMMENT:**

As required, proposed water and sanitary sewer systems will be designed to minimize or eliminate the infiltration of flood waters in accordance with the above standards.

**D. Subdivision proposals.**

1. All subdivision proposals shall be consistent with the need to minimize flood damage.
2. All subdivision proposals shall have public

utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
4. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or five acres (whichever is less).

**COMMENT:**

The applicant is proposing a 7-lot subdivision of the site through the planned development process. The attached preliminary development plans demonstrate that the subdivision has been designed to minimize exposure to flood damage by located the proposed development in the north portion of the property. As required, future dwellings that are constructed on the proposed lots will be elevated above the base flood elevation.

- E. Review of building permits. Where elevation data is not available either through the Flood Insurance Study, FIRM or from another authoritative source, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgement and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

**COMMENT:**

As indicated on the attached Existing Conditions Plan, FEMA maps indicate that the base flood elevation for the subject property is 518-feet. Therefore, this elevation data may be used for the application of future building permits.

**Section 15.12.140: Specific Standards.**

**In all areas of special flood hazards where base flood elevation data has been provided as set forth in §§ 15.12.050 or 15.12.120B., the following provisions are required:**

- A. Residential construction.

1. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above base flood elevation.
2. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria.
  - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
  - b. The bottom of all openings shall be no higher than one foot above grade.
  - c. Openings may be equipped with screens, louvers or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

**COMMENT:**

At this time, the applicant is not requesting development permits for the construction of single-family dwellings on the proposed lots. When building permits are requested, the homes will be elevated and include openings in accordance with the above standards.

- B. **Nonresidential construction.** New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated at or above base flood elevation; or, together with attendant utility and sanitary facilities, shall:

**COMMENT:**

The applicant is proposing to develop a gazebo within Tract 'A', therefore it will be elevated in accordance with the above standards.

- C. **Manufactured homes.** All manufactured homes to be

placed or substantially improved on sites shall be:

1. Elevated on a permanent foundation such that the finished floor of the manufactured home is at least 18 inches above base flood elevation and be securely anchored to an adequately anchored foundation system.
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

**COMMENT:**

If manufactured homes are placed on the proposed lots, the homes will be elevated and anchored in accordance with the above standards.

- D. Recreational vehicles. Recreational vehicles placed on sites in compliance with city codes are required to either:

**COMMENT:**

The applicant is not proposing to place recreational vehicles on the subject site. If future homeowners park recreation vehicles on the site, they will be required to follow City standards.

**TITLE 16: LAND DIVISIONS AND LINE ADJUSTMENTS**

**Chapter 16.12: Design Standards**

**Section 16.12.020: 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. The following table implements the standards of the Transportation System Plan.

1. A transportation impact analysis (TIA) may be

required, if the proposed development appear to have traffic generators with a significantly high level of traffic.

- a. Applicants may be required to have a pre-application meeting with city staff to determine if the proposed development will have a significantly high level of traffic. If determined by city staff that a TIA is required, the TIA must be submitted as a part of the application or the application will not be considered complete and will be on hold as per Oregon Revised Statutes.

**COMMENT:**

The applicant attended a pre-application conference with City staff on January 6, 2020 to discuss the proposed Zoning Map Amendment and Planned Development application. Since the proposal will generate traffic from only 7 single-family dwellings, City staff did not indicate that a TIA is required for this application.

- C. **Future extensions of streets. Where necessary to give access or to permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.**

**COMMENT:**

To provide access to the proposed single-family lots, the applicant is proposing to extend Private Street A from 9<sup>th</sup> Avenue. The attached Aerial Photograph/Land Use Plan demonstrates that a railroad right-of-way is located to the north of the site, and a parcel owned by the Sweet Home Veterans of Foreign Wars Club is located west of the subject property (see Exhibit 3). Adjoining parcels to the south are separated from the site by Ames Creek. Therefore, it is not necessary and/or feasible to provide access to adjacent properties for the future division of adjoining land.

- D. **Intersection angles. Streets shall be designed to intersect at angles as near to right angles as practical except where constrained topography or abutting properties requires a lesser angle.**

**COMMENT:**

The attached Preliminary Site Plan indicates that proposed Private Street A intersects with 9<sup>th</sup> Avenue at a right angle (see Exhibit 3).

- E. **Existing streets. Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of subdivision.**

**COMMENT:**

The submitted Existing Conditions Plan indicates that the existing 9<sup>th</sup> Avenue right-of-way is 55-ft. wide, meeting local street standards (see Exhibit 3).

**F. Half-streets. Half streets shall be required for existing right-of-way on the perimeter of the subdivision with the following conditions:**

- 1. Located adjacent to unimproved streets.**
- 2. Located adjacent to one-half street condition on the same side of the street.**
- 3. Located opposite of a constructed one-half street.**

**COMMENT:**

The Existing Conditions Plan demonstrates that approximately 21-ft. of existing pavement is provided from centerline, and a curb and gutter are currently located along the 9<sup>th</sup> Street frontage of Tax Lot 303. To fully improve this roadway to City standards, the applicant is proposing to install a 5-ft. curbtight sidewalk and a street tree along the site's frontage (see Exhibit 3).

**G. Dead end streets: A dead end street shall terminate with a turnaround designed to the minimum size standards of the International Fire Code.**

- 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.**

**COMMENT:**

The applicant's Preliminary Site Plan indicates that proposed Private Street A is a dead end roadway that is approximately 740-ft. long. The applicant is proposing to install a turnaround meeting Fire Code standards at the west terminus of the street (see Exhibit 3). Due to the presence of the Sweet Home Veterans of Foreign Wars Club (VFW 3437) property to the west, railroad right-of-way to the north, and Ames Creek to the south of the site, the applicant is not proposing to extend the private street to adjacent properties.

**Section 16.12.030: Lots and Parcels.**

- A. Size and shape. Lot and parcel size, width, shape and orientation shall be appropriate for the zone and location of the subdivision, as well as for the type of use contemplated.**
- B. No lot or parcel shall be dimensioned to contain a part of an existing or proposed street.**

**COMMENT:**

The applicant is proposing to amend the Zoning Map to designate Tax Lot 401 as R-2 (High Density Residential). Through the planned development process, the applicant is proposing to modify the R-2 minimum lot size, front setback, and street yard setback as shown on the attached Preliminary Site Plan. As required, the attached Preliminary Plat indicates that Private Street A is located within Tract 'A' and proposed lot dimensions do not contain a portion of the proposed street (see Exhibit 3). The attached plans indicate that Private Street A extends through Tax Lot 303, from the subject site to 9<sup>th</sup> Avenue. Tax Lot 303 is not included within the proposed planned development, however the applicant also owns this parcel. Therefore, when a homeowner association is established for the proposed development, Tract 'A' and Tax Lot 303 will be commonly owned and maintained by the owners of Lots 1-7.

- C. Residential lots and parcels shall be consistent with the residential lot size and width standards of Sweet Home Municipal Code Title 17.**
- D. Lot depth shall not exceed two and one-half times the average width.**

**COMMENT:**

The minimum single-family detached lot size in the R-2 zone is 5,000 sq. ft. and the minimum lot width is 60-feet. The attached Preliminary Plat indicates that the proposed parcels range in size from 3,482 sq. ft. to 5,340 sq. ft., and range in width from 41.00-ft. to 89.86-ft. (see Exhibit 3). As required, the minimum proposed lot depth of 51.72-ft. is not more than 2.5 times the average proposed lot width of 57.49-feet.

- E. Frontage. Each lot or parcel, except those abutting private streets, shall abut upon a publicly owned street, other than an alley, for a width of at least 25 feet.**

**COMMENT:**

The attached Preliminary Plat indicates that Lots 1-7 have at least 25-ft. of lot frontage on Private Street A.

- F. Access easements. Where no other practical access to lots or parcels exists, the City may allow an access easement for actual access to lots or parcels. Approval of an easement that is a joint use driveway may be approved pursuant to the standard listed in Section 17.08.100(C)(6).**

**COMMENT:**

Due to the configuration of the site, the applicant is proposing to provide access for Lots 1-7 through the extension of Private Street A through Tax Lot 303 and Tract 'A'. The proposed private street will be owned and maintained by the development's homeowner's association. The submitted Preliminary Plat demonstrates that no access easements are located on Lots 1-7.

- G. Through lots should be avoided except where they are essential to provide separation of residential development from non-residential activities, arterial streets, or to overcome a specific disadvantages of topography and orientation.**

**COMMENT:**

The attached Site Plan demonstrates that no through lots are proposed with the planned development (see Exhibit 3).

- H. Lot side lines. The side lines of lots, as far as practicable, shall run at right angles to the street upon which the lots face.**
  - 1. Topographical conditions or street configurations may warrant an angle.**
  - 2. Generally, any angle should not exceed 30° from a right angle to the street.**

**COMMENT:**

The attached Preliminary Plat indicates that the side lines of the proposed parcels run at a right angle to Private Street A, which is the street upon the lots face (see Exhibit 3).

- I. Flag Lots. Flag lots should be avoided if local street connection can reasonably be included in lieu of the flag lot configuration. The thin strip of land, known as the flag pole, which provides access to the lot(s)**

furthest from the street shall not be used in determining lot size, lot width or yard setback requirements.

**COMMENT:**

The attached Preliminary Plat indicates that no flag lots are proposed (see Exhibit 3).

- J. If special setbacks are to be established in a subdivision or partition through the variance process, they shall be shown on the tentative plan and final plat and included in the deed restrictions.

**COMMENT:**

The applicant is not proposing special setbacks with this Planned Development application, therefore these standards do not apply.

**Section 16.12.035: Easements.**

**A. City utility lines.**

- 1. Easements for city sanitary sewer, storm water collection systems, and water mains, or other utilities, not located within the public right-of-way, shall be dedicated wherever necessary.
- 2. City easements shall be at least 20 feet wide and offset on rear or side lot lines with five feet on one side and 15 feet on the other.

**COMMENT:**

As illustrated by the attached Preliminary Plat, the applicant is proposing to establish a 20-ft. easement within Tax Lot 303 and Tract 'A' for the extension of City sanitary sewer and water main lines (see Exhibit 3).

- B. Franchise utility easements will be seven feet in width and generally abutting the right-of-way.

**COMMENT:**

The attached Preliminary Plat indicates that the applicant will be dedicating a 7-ft. wide franchise utility easement along the 9<sup>th</sup> Avenue frontage of Tax Lot 303, and along one side of Private Street A (see Exhibit 3).

- C. Drainage channels. If a subdivision or partition is traversed by a drainage channel, there shall be provided a public drainage easement. The drainage easement shall conform substantially with the lines

**of the drainage channel, with additional width as needed for channel maintenance.**

**COMMENT:**

The attached Existing Conditions Plan indicates that the subject site contains a drainage channel. The submitted Preliminary Plat indicates that a proposed public drainage easement will be dedicated to the City to permit access within the Ames Creek floodway (see Exhibit 3).

**Section 16.12.040: Water System.**

**The design shall be to city standards and shall be approved by the City Engineer. The design shall take into account provisions for extension beyond the subject property. The design shall adequately loop the city system.**

**COMMENT:**

Through the planned development process, the applicant is proposing a 7-lot land division of the subject site. Due to the low number of proposed dwelling units, looping of the public water system is not required. The attached Aerial Photograph/Land Use Plan demonstrates that extension of the public water system is not required to serve adjoining properties. The attached Sanitary Sewer and Water Plan indicates that a public water main will be extended along the Private Street A alignment. The plan also demonstrates that individual water meters and water laterals for each of the proposed lots will be installed in accordance with City standards (see Exhibit 3).

**Section 16.12.045: Sanitary Sewer System.**

**The design shall be to city standards and shall be approved by the City Engineer. The design shall take into account capacity and grade to allow for desirable extension beyond the subject property.**

**COMMENT:**

The attached Composite Utility Plan indicates that a gravity public sanitary sewer main will be extended from 9<sup>th</sup> Avenue to Station 3+67.00 within Private Street A. Due to the length of the private street and the depth of the public sewer main within 9<sup>th</sup> Avenue, individual private pumps and pressurized sanitary sewer laterals are proposed from each of the lots to a 60-in. manhole at the terminus of the sanitary sewer main line (see Exhibit 3). The submitted Preliminary Development Plans demonstrate that an extension of the public sanitary sewer system is not required to serve adjoining properties.

**Section 16.12.050: Storm Water and Surface Drainage.**

**Design of drainage within a subdivision or partition shall be to city standards, and shall be approved by the City Engineer.**

**A. The design shall take into account the capacity and grade necessary to maintain unrestricted flow from**

areas draining through the subdivision or partition and to allow extension of the system to serve such areas.

- B. Provision shall be made for water quality and retention storage areas designed and constructed to meet the standards set by the city.

**COMMENT:**

The attached Composite Utility Plan indicates that stormwater from impervious areas will be directed to proposed Stormtech chambers within Tract 'A', where water quality and detention can be provided before drainage is released into Ames Creek (see Exhibit 3). As demonstrated by the attached Preliminary Stormwater Report, the proposed design meets City standards (see Exhibit 4).

**Section 16.12.055: Lot Grading.**

**Lot grading shall conform to all applicable Oregon Building Codes and Sweet Home Municipal Code Titles 12, 13, and 15 requirements.**

**COMMENT:**

The attached Preliminary Grading and Erosion Control Plan demonstrates that lot grading will conform to Building Code and City standards (see Exhibit 3).

**Section 16.12.060: Erosion Control.**

**Erosion control must be approved as per the City's Erosion Control requirements of Sweet Home Municipal Code Chapter 13.06.**

**COMMENT:**

The attached Preliminary Grading and Erosion Control Plan includes details which demonstrate compliance with the City's erosion control standards (see Exhibit 3).

**Section 16.12.070: Underground Utilities.**

**All permanent franchise utility service to subdivision lots shall be provided from underground facilities. No overhead utility facilities in connection with permanent utility service to a subdivision or partition shall be permitted. In the case of a partition in an area where underground utility service is not presently provided, permanent service may be supplied by means of overhead wires or cables.**

**COMMENT:**

As required, all franchise utilities serving the planned development will be installed underground. The attached Preliminary Plat indicates that a 7-ft wide easement will be provided for the installation of franchise utilities along the frontage of 9<sup>th</sup> Avenue and Private Street A (see Exhibit 3).

**Section 16.12.075: Large Tract Land Division.**

**In subdividing or partitioning tracts into large lots or parcels which may be divided in the future, the city may impose requirements which will allow for subsequent division of any lot, parcel, or tract.**

**COMMENT:**

The submitted Preliminary Plat demonstrates that the proposed land division will not result in the creation of over-sized parcels that could be partitioned in the future. Therefore, these standards do not apply.

**Chapter 16.16: Tentative Plan**

**Section 16.16.020: Pre-Application Review**

**A pre-application conference may be required by the city. The subdivider shall submit a sketch to the City Planner and the Public Works Engineering Division of the proposed tentative plan for the property to be divided. Following preliminary review, the subdivider may proceed to prepare a tentative plan for submission to the city.**

**COMMENT:**

As required, the applicant attended a pre-application conference with City staff on January 6, 2020 to discuss the proposed map amendment and planned development with City staff.

**Section 16.16.025: Tentative Subdivision, Subdivision Replat or Partition, Partition Replat Plan Submittal.**

**All applications for a tentative partition or subdivision approval must include a complete application form. For a subdivision or subdivision replat, ten full size copies and one 8½" by 11" copy of a plan shall be submitted with the following details. For a partition or partition replat, three full size copies and one 8½" by 11" copy of a plan shall be submitted showing the following details. The tentative plan need not be a finished drawing but it shall show all pertinent information to scale.**

**A. Where the land to be subdivided contains only part**

of the tract owned or controlled by the subdivider, a sketch is required of a tentative layout for streets and utilities in the unsubdivided portion indicating connections to existing or future improvements.

**COMMENT:**

As required, the applicant has completed the attached application forms and has submitted required copies of the tentative plan and other supporting materials for City staff review. All land owned or controlled by the property owner/applicant has been included with the proposed land division.

**B. The following information shall be submitted:**

1. All existing subdivisions, streets and property lines of the land immediately adjoining the proposed subdivision.
2. All existing streets between the subject property and the nearest existing arterial or collector streets.
3. The name of the owners of all land immediately adjoining the proposed subdivision.
4. How streets and alleys in the proposed subdivision may connect with existing or proposed streets and alleys in neighborhood.

**COMMENT:**

The attached Aerial Photograph/Land Use Plan identifies all existing streets in the area and the names of adjacent property owners. The attached Preliminary Site Plan identifies adjacent property lines and the planned development's proposed connection to 9<sup>th</sup> Avenue (see Exhibit 3).

- C. The name, if any, of the land division. The subdivision name must not duplicate or resemble the name of another subdivision in Linn County and shall be subject to approval by the Linn County Surveyor. Pre-approval of the subdivision name by Linn County Surveyor's Office is recommended.
- D. Date of the original submittal and of any subsequent revisions.
- E. North arrow.
- F. Scale of drawing.
- G. Names and addresses of owner or owners,

subdivider, surveyor, and design engineer if applicable.

**COMMENT:**

All of the information listed above has been provided on the attached Preliminary Development Plans (see Exhibit 3).

- H. The location, widths and names of all existing or platted streets or other public ways within or directly adjacent to the tract of railroad right-of-way, city boundaries, and other important features.

**COMMENT:**

The attached Existing Conditions Plan includes all of the applicable information listed above (see Exhibit 3).

- I. The location on the site and in the adjoining streets or property for the following existing and proposed items:
  - 1. Sewers and water mains and private services.
  - 2. Invert elevations of sewers at points of proposed connections or adjacent manholes must also be shown.
  - 3. Culverts.
  - 4. Ditches and drain pipes.
  - 5. Electric, gas and telephone conduits.

**COMMENT:**

The attached Existing Conditions Plan, Preliminary Storm Drain Plan, and Preliminary Sanitary Sewer and Water Plan include all of the information listed above (see Exhibit 3).

- J. Contour lines having the following minimum intervals:
  - 1. One foot contour intervals for ground slopes less than 5%.
  - 2. Two foot contour intervals for ground slopes between 5% and 10%.
  - 3. Five foot contour levels for ground slopes exceeding 10%.

4. The elevations of all control points which are used to determine the contours.

**COMMENT:**

The submitted Existing Conditions Plan illustrates 1-ft. contour lines since the site contains less than 5% slopes (see Exhibit 3).

- K. Geo-tech reports as needed.

**COMMENT:**

At the pre-application conference, City staff did not identify a requirement to submit a geotech report with this application.

- L. Location and elevation of properties within the 100-year flood plain and other areas subject to flooding or ponding and areas subject to inundation from storm water overflow with approximate high water elevation.
- M. Location, width, direction and rate of flow at peak discharge of all water ways.
- N. Location of any wetlands identified on the City of Sweet Home Local Wetlands Inventory, locally known, or identified by some other means.
- O. Location of any required riparian zone identified by Sweet Home Municipal Code Chapter 17.72.
- P. Properties in the natural resource zone, must show natural features, such as rock outcroppings, wooded areas and preservable trees over 12 inches in diameter measured at 4½ feet from the ground.

**COMMENT:**

The attached Existing Conditions Plan identifies the location of the 100-year floodplain, wetland area, and riparian zone along Ames Creek. As required, the top of bank, floodway, and direction of Ames Creek have been noted on the plan (see Exhibit 3).

- Q. Existing uses of the property and adjacent property within 100 feet including location of all existing structures to remain on the property.

**COMMENT:**

The attached Aerial Photo/Land Use Plan identifies existing uses on the site and on adjacent properties. The applicant's Existing Conditions Plan indicates that the subject site is currently vacant and existing structures on adjacent properties have been noted (see Exhibit 3).

**R. Known structures, landmarks, sites and areas of cultural, historic or archaeological significance.**

- 1. The City of Sweet Home historic sites listing and the State Historic Preservation Office shall be consulted if a historic site is identified.**
- 2. Sweet Home Municipal Code Title 15 rules for historic structures must be addressed.**

**COMMENT:**

The subject site does not contain a listed historic site, therefore these standards do not apply.

**S. Zoning on and adjacent to the subject property.**

**COMMENT:**

Zoning in the vicinity of the subject site is identified on the attached Aerial Photograph/Land Use Plan (see Exhibit 3).

**T. For all proposed streets, the following information must be shown:**

- 1. Location;**
- 2. Total right-of-way width;**
- 3. Curb to curb width;**
- 4. Sidewalk;**
- 5. Beauty strip;**
- 6. Proposed name;**
- 7. Grade;**
- 8. Approximate radii or curves;**
- 9. Fire hydrants;**
- 10. Street lights;**
- 11. Stop signs;**
- 12. Location of post office boxes.**

**COMMENT:**

The attached Private Street A Plan provides all of the information listed above (see Exhibit 3).

**U. The tentative plan shall be drawn to a standard engineer's scale where 1 inch equals 20 feet to 100 feet.**

**V. Proposed signage.**

**W. Proposed perimeter fencing.**

**COMMENT:**

The attached Preliminary Development Plans indicate that the tentative plan has been drawn at 1-in. equals 40-feet (see Exhibit 3).

**X. The relationship of all proposed streets to any existing or approved streets and proposed future streets in the transportation system plan.**

**Y. Existing and proposed easements on the site, including the width and the purpose of the easements.**

**Z. Existing easements on adjoining properties, including the width and purpose of the easements.**

**COMMENT:**

The attached Preliminary Plat identifies all existing, approved, and future streets in the transportation system plan. The submitted plan also identifies all existing and proposed easements on the site and on adjoining properties (see Exhibit 3).

**AA. Information on the proposed lots must include the following:**

- 1. The location of each lot,**
- 2. The dimensions and square footage of each lot, and**
- 3. Lot, block, tract, or parcel numbers.**

**COMMENT:**

The submitted Preliminary Plat contains all of the applicable items listed above.

**BB. Proposed uses for each lot.**

**CC. Land to be deeded or dedicated for public purposes.**

**DD. Statement indicating whether the property has an existing water right or permit. If so, the Certificate or permit number must be listed.**

**COMMENT:**

The attached Preliminary Plat and Preliminary Site Plan contain all of the information listed above. The subject site does not have an existing water right or permit.

- EE. ODOT Rail approval for any proposed crossing or development within 300' of the railroad right-of-way.**

**COMMENT:**

As required, the applicant has requested review from ODOT Rail since a portion of the site abuts the Albany and Eastern Railroad right-of-way. The attached agency's standard response for new residential uses near railroad right-of-ways has been attached (see Exhibit 6).

- FF. The following additional information must be submitted with the tentative plan:**

- 1. Total acreage of the parcel to be subdivided.**
- 2. The percent of land dedicated to the public, not including easements.**
- 3. All public improvements proposed to be installed, including:**
  - a. The approximate timing of installation, and**
  - b. The method of financing.**
- 4. Special improvements to be made by the developer and the approximate timing of such improvements are to be complete. Sufficient detail regarding proposed improvements shall be submitted so that they may be checked for compliance with the objectives of these regulations, State laws and other applicable city ordinances.**

- GG. Proposed services or other listed items may be on a separate map for clarity.**

**COMMENT:**

All of the applicable information listed above is contained on the submitted Existing Conditions Plan, Preliminary Plat, and Preliminary Site Plan (see Exhibit 3). No portion of the site will be dedicated to the public. The applicant plans to construct the proposed 9<sup>th</sup> Avenue frontage improvements and extend public utilities during the spring of 2021 with a construction loan. As required, all public improvements will be installed prior to recording of the final plat.

**TITLE 17: ZONING**

**Chapter 17.08: General Provisions**

**Section 17.08.033: Fences, Hedges, and Walls.**

- C. General Standards. Construction of fences and walls shall conform to all of the following requirements:**

**COMMENT:**

The applicant is not proposing to install any new fences, hedges, or walls with the proposed partition. Therefore, these standards do not apply.

**Section 17.08.040 : Clear-Vision Areas.**

- C. Standards. The clear vision areas extend across the corner of the private property from one street to another. The two legs of the clear vision triangle defining the private property portion of the triangle are each measured 20 feet back from the point of intersection of the two corner lot lines, special setback line or access easement line (where lot lines have rounded corners, the lot lines are extended in a straight line to a point of intersection). Additional clear vision area may be required at intersections, particularly those intersections with acute angles, as directed by the City Manager or designee, upon finding that additional sight distance is required (i.e. due to roadway alignment, etc.).**

**There shall be no solid fence, wall, vehicular parking, landscaping, building, structure, or any other obstruction to vision other than a street sign pole (e.g. power, signal, or luminaire pole) or tree trunk (clear of branches or foliage) within the clear vision area between the height of two feet and eight feet above the grade, measured from the top of the curb or, where no curb exists, from the established street centerline grade, except as follows.**

**COMMENT:**

The attached Preliminary Site Plan demonstrates that a clear vision area meeting the above standards will be provided at the intersection of the Private Drive A and 9<sup>th</sup> Avenue (see Exhibit 3).

**Section 17.08.090: Off-Street Parking Requirements.**

For each new structure or use, each structure or use increased in area and each change in the use of an existing structure there shall be provided and maintained off-street parking areas in conformance with the provisions of this section.

- H. Space requirements for off-street parking shall be as listed in this section. Fractional space requirements shall be counted as a whole space. When square feet are specified, the area measured shall be the gross floor area of the building, but shall exclude any space within a building used for off-street parking or loading.

Use:

- 1. Single-, two- and multi-family dwelling

Space Requirement:

Two spaces per dwelling unit

**COMMENT:**

The applicant is proposing to create 7 single-family detached lots with the planned development. The attached Preliminary Site Plan identifies the location of proposed driveways. As required, a minimum of 2 off-street parking spaces will be provided for each single-family dwelling unit that is sited on the proposed lots (see Exhibit 3).

**Section 17.08.100: Accesses and Driveways**

Accessways onto a public right-of-way shall be subject to issuance of a public works permit and review by the city planner. In addition, the following specific requirements shall apply to all accessways, approaches, curbcuts and driveways.

**A. Approaches. Additions to, or new construction of, a garage or accessory structure, or an addition to the main structure in excess of 120 square feet, shall provide the basis for requiring the following.**

- 1. An access approach to a city street, state highway, alley or other public right-of-way shall be hard surfaced and constructed in accordance with city design standards.**
- 2. An access approach shall extend 20 feet onto the property, measured from the right-of-way or property line, whichever is closest to a structure on the property.**
- 3. In addition to the above, if the street is hard surfaced the approach will extend to the existing hard surface roadway edge or curb whichever applies.**
- 4. An access approach to streets which are not yet improved or hard surfaced, requires that the property owner enter into an agreement with the city, prior to issuance of a public works permit, to hard surface the approach when the street is hard surfaced or improved.**

**COMMENT:**

The attached Preliminary Site Plan and Private Street A Plan indicate that the applicant is proposing to develop a private road for access to Lots 1-7. To meet the above standards, the private street will be surfaced in asphalt (see Exhibit 3). The attached 9<sup>th</sup> Avenue Frontage Plan indicates that the adjacent public right-of-way is currently improved with an asphalt surface.

**B. Construction specifications. A driveway and sidewalk used as a part of an accessway shall be designed and constructed in accordance with plans and specifications on file in the office of the City Engineer. The designs, plans and specifications are by reference incorporated into and made a part of this**

code.

**COMMENT:**

The attached Private Street A Plan demonstrates that the proposed private drive includes a sidewalk that has been designed to meet City standards (see Exhibit 3).

**C. Driveway Standards.**

1. **If only one driveway is desired, the maximum width of the driveway at the edge of the roadway or curblineline is as follows:**
  - a. **Twenty feet for property with less than 50 feet of frontage;**
  - b. **Twenty-five feet for property with between 50 and 75 feet of frontage; and**
  - c. **Thirty feet for property with more than 75 feet of frontage.**

**COMMENT:**

The submitted Preliminary Site Plan indicates that Lots 1-7 have proposed access from Private Street A (see Exhibit 3). The applicant's Preliminary Plat demonstrates that the site has 50.04-ft. of frontage on 9<sup>th</sup> Avenue. Therefore, the proposed 24-ft. width of Private Street A meets the standards of this section.

2. **If more than one driveway is desired 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.**
3. **There shall be a minimum separation of 22 feet between all driveways except for single-family and two-family dwellings.**

**COMMENT:**

The attached Preliminary Site Plan indicates that only one driveway is proposed for each of the lots (see Exhibit 3). Since single-family dwellings are proposed for the subject site, a minimum separation of 22-ft. between driveways is not required.

4. For frontage in excess of 100 feet, each additional 100 feet or fraction thereof shall be considered as separate frontage.
5. One-way driveway approaches, except for those used in conjunction with a single-family dwelling, shall be clearly marked or signed as approved by the City Engineer and shall not be less than ten feet in width. Two-way driveways shall not be less than 20 feet in width.

**COMMENT:**

The attached Preliminary Plat demonstrates that no lots provide a frontage in excess of 100-feet. The proposed two-way private street serving Lots 1-7 is 24-ft. wide, meeting the standards of this section.

6. **Joint Driveways**
  - A. Joint use driveways are permitted.
  - B. A joint use driveway shall comply with International Fire Code.
  - C. A joint use driveway that serves four or more lots or parcels shall be developed to the standards of a local street.
  - D. Where the City approves a joint use driveway, the property owners shall record an easement 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 the property owners.

**COMMENT:**

Proposed Private Street A will provide access to Lot 1-7, however the attached Preliminary Site Plan indicates that no joint use driveways are proposed (see Exhibit 3). The plan demonstrates that a turnaround meeting Fire Code standards has been proposed at the west terminus of the roadway. The proposed private street will be located within Tract 'A' and Tax Lot 303, which will be owned and maintained by all of the property owners within the planned development. As required, a maintenance agreement will be executed and recorded to document property owner responsibilities.

**D. Distance from intersection.**

- 1. 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**

**COMMENT:**

The attached Preliminary Plat indicate that the proposed Private Street A is located approximately 27-ft. north of the intersection of 9<sup>th</sup> Avenue and Nandina Street (see Exhibit 3). Therefore, the above standards have been met.

- E. 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 carrying capacity of the street.**

**COMMENT:**

The applicant's Preliminary Site Plan indicates that proposed Private Street A consolidates access for the site and provides only one connection to 9<sup>th</sup> Avenue for Lots 1-7 (see Exhibit 3). Therefore, the proposed private street provides the minimum necessary access points for safe and reasonable access from the site to 9<sup>th</sup> Avenue.

- F. 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.**

**COMMENT:**

The attached Preliminary Site Plan demonstrates that the subject site is not a double frontage property (see Exhibit 3). The applicant is proposing to consolidate all access on Private Street A, which is a lower classification street than 9<sup>th</sup> Avenue.

- G. 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.

**COMMENT:**

To reduce turning conflicts and the number of driveway connections to 9<sup>th</sup> Avenue, the applicant is proposing to consolidate access to Lots 1-7 through Private Street A. Therefore, this standard is met.

- H. Maximum slope. Access and approach grades shall not exceed 10% slope except as otherwise approved by the City Engineer.

**COMMENT:**

The attached Preliminary Grading Plan demonstrates that proposed grades for Private Street A do not exceed a 10% slope (see Exhibit 3).

**Chapter 17.12: Administration and Enforcement**

**Section 17.12.010: 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 quasijudicial 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 quasijudicial 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.

**COMMENT:**

As permitted by this Section, the property owner has initiated a quasi-judicial zone map amendment. City staff will ensure that the Planning Commission public hearing is held at least 45 days after the application is filed.

**Section 17.12.020: Public Hearings on Amendments.**

- A. The Planning Commission may elect to conduct a public hearing on a proposed amendment.
- B. The Planning Commission shall recommend to the City Council approval, disapproval or modification of the proposed amendment.
- C. After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing on the proposed amendment.
- D. All public hearing procedures shall be in accordance with §§ 17.12.120 and 17.12.130.
- E. Within seven 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. Notice of the decision shall be mailed to the applicant, property owner, those who provided written comments on the proposal, and those who requested a copy 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.

**COMMENT:**

As required, the concurrently filed Amendment to the Comprehensive Plan or Zoning Map application and Planned Development application will be reviewed at a Planning Commission public hearing prior to forwarding their recommendation to City Council. A second public hearing will be conducted by City Council when they issue a decision for both applications.

**Section 17.12.025: 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:

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

**COMMENT:**

As required, this Applicant's Statement has addressed how the proposed map amendment is consistent with applicable Comprehensive Plan goals and policies.

- 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;

**COMMENT:**

The subject site consists of Tax Lot 401 of Tax Map 1301E31BD. Currently, Tax Lot 401 is currently designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map. The subject parcel is located in the northwest quadrant of town and is accessed from 9<sup>th</sup> Avenue. This area generally contains Central Commercial designated properties from Highway 20 to Nandina Street, High Density Residential properties from Nandina Street to the railroad right-of-way, and Low Density Residential properties north of the railroad right-of-way. Since the property is located between Nandina Street and the railroad right-of-way, the proposed map amendment is consistent with the existing land use pattern.

In 2017, the City completed an Economic Opportunity Analysis (EOA) which determined that there is an 18-acre surplus of commercial land for the 2017—2037 planning period. The report indicates that 584 additional jobs will be created in Sweet Home during the planning period, and if housing supply cannot keep up with demand, housing affordability will become a significant issue for the City. The EOA indicates that in 2016, average housing sales ranged between \$135,000 and \$150,000. In 2020, the average home listing is \$270,000. Therefore, the proposed High Density Residential designation and Planned Development proposal for the site will help meet the current demand for more moderately priced workforce housing in Sweet Home.

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

**COMMENT:**

The attached Existing Conditions Plan indicates that Tax Lot 303 fronts 9<sup>th</sup> Avenue, which is currently improved with a paved surface and curbs. Public water and sanitary sewer main lines, as well as electrical and communication lines, are also installed within the right-of-way. The attached Site Plan, and Sanitary Sewer and Water Plan, demonstrate how utilities and transportation facilities can be extended through Tax Lot 303 to serve the subject property's proposed residential use (see Exhibit 3).

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

**COMMENT:**

The applicant has addressed how the proposed map amendment is consistent with Oregon Statewide Planning Goals in the narrative provided below.

**Chapter 17.28: R-2 Residential High-Density Zone**

**Section 17.28.040: Lot Size and Width.**

Except as provided in, Sweet Home Municipal Code § 17.08.050, the minimum lot size and width in a R-2 zone shall be as follows:

- C. The minimum lot area for a single-family dwelling and all other uses permitted in a R-2 zone shall be 5,000 square feet;**

**COMMENT:**

The applicant has submitted an Amendment to the Comprehensive Plan or Zoning Map application to Tax Lot 401 within the R-2 zone. The applicant is also requesting concurrent approval of a Planned Development application to create 7 residential lots on the subject site. Through the planned development process, the applicant is requesting to modify the R-2 minimum lot size standard. The attached Preliminary Plat indicates that proposed lot sizes range from 3,019 sq. ft. to 5,340 sq. ft. (see Exhibit 3).

- E. The minimum lot width at the front building line shall be as follows:**
  - 1. Seventy feet for a corner lot;**
  - 2. Sixty feet for an interior lot; and**
  - 3. Twenty five feet for a single-family attached dwelling lot.**

**COMMENT:**

The submitted Preliminary Plat demonstrates that all of the proposed lots front Private Street A. Through the planned development process, the applicant is requesting to modify the R-2 zone minimum lot width standard. The attached Preliminary Plat indicates that the proposed lot widths range from 41.00-ft to 89.86-ft. (see Exhibit 3).

**Section 17.28.050: Yards.**

Except as provided in Chapter 17.80 and §§ 17.08.030 through 17.08.130, in a R-2 zone, yard setbacks shall be as follows:

- A. The front yard setback shall be a minimum of 20 feet;
- B. Each side yard setback shall be a minimum of five feet;
- C. The street yard setback shall be a minimum of 15 feet;
- D. The rear yard setback shall be a minimum of ten feet;
- E. Single-family attached dwellings:
  - 1. Front shall be a minimum of 15 feet;
  - 2. The sides between units shall be zero feet;
  - 3. The sides on exterior boundaries shall be five feet;
  - 4. Street side shall be a minimum of 10 feet; and
  - 5. Rear shall be a minimum of ten feet.

**COMMENT:**

The attached Preliminary Site Plan indicates that the applicant is proposing to modify the minimum front yard setback from 20-ft. to 10-ft., and the street yard setback from 15-ft. to 10-ft., through the planned development process. All other standard setbacks for the R-2 zone will be maintained on each of the proposed lots (see Exhibit 3). The attached plan illustrates that the applicant is proposing to orient all of the rear yards of the lots towards Ames Creek.

- F. On a flag lot or similarly configured lot, the inset front yard setback shall be a minimum of ten feet.

**COMMENT:**

The attached Preliminary Plat indicates that no flag lots are proposed (see Exhibit 3).

**Section 17.28.060: Lot Coverage.**

**Building coverage shall meet the following standards: all buildings, except single-family attached dwellings, shall occupy not more than 60% of the lot area.**

**COMMENT:**

The applicant's Preliminary Site Plan demonstrates that the potential building footprints will not occupy more than 60% of the lot area.

**Section 17.28.070: Building Height.**

**Except as provided in Sweet Home Municipal Code § 17.08.060, in a R-2 zone building heights shall be as follows:**

- A. Single-family dwellings shall not exceed a height of 30 feet;
- B. Two-family, single-family attached dwellings and multi-family dwellings shall not exceed a height of 40 feet; and
- C. Accessory structures, including detached accessory dwellings, shall not exceed 20 feet in height at the apex of the roof.

**COMMENT:**

At this time, specific development plans have not been determined for the proposed single-family detached lots. City staff will verify that the above height standards are met when building permits are requested for the future homes.

**Section 17.28.080: Minimum Building Size.**

**Dwellings, excluding accessory dwellings, in the R-2 zone shall have a minimum building size of 720 square feet.**

**COMMENT:**

As required, future dwellings on the lots will meet the above minimum building size standard. Compliance with this standard will be verified at the time of building permit review.

**Section 17.28.090: Homes on Individual Lots.**

- A. A home, including accessory dwellings, shall be placed on a foundation enclosed at the perimeter with no more than 32 inches of the enclosing material exposed above grade. Where the building site has a sloped grade, no more than 32 inches of the enclosing material shall be exposed on the uphill side of the home. If the home is placed on a basement, the 32 inch limitation will not apply.
- B. The base of a home, including accessory dwellings, must be enclosed continuously at the perimeter with either concrete, concrete block, brick, stone or combination thereof, or shall have continuous skirting which matches the exterior.
- C. A home, excluding accessory dwellings, shall have a nominal width of at least 24 feet.
- D. A home, including accessory dwellings, shall have a roof with a minimum pitch of three feet in height for each 12 feet in width.

**COMMENT:**

At this time, the design of future dwellings on Lots 1-7 have not been determined. When building permits are requested for the homes, City staff will verify compliance with the above design standards.

**Section 17.28.100: Garage and Off Street Parking Requirements.**

- A. All single-family, two-family and single-family attached dwellings, excluding accessory dwellings, will have, at minimum, the following:
  - 1. A garage or carport; and
  - 2. Two hard surfaced off-street

parking spaces shall be provided.

**COMMENT:**

The attached Preliminary Site identifies the approximate location of 20-ft. wide driveways which will provide access to a garage or carport on each of the lots (see Exhibit 3). City staff will verify that the above standards are met during building permit review.

**Chapter 17.48: PD Planned Development Zone**

**Section 17.48.020: Establishment in Combination With the Underlying Zone.**

A PD zone is an overlay zone that can be applied in conjunction with any other zone designation. Although this overlay designation permits modifications to the site development standards of the underlying zone standards, it does not permit changes in uses specified by the underlying zone. The following subsections allow for Planning Commission review of a detailed development plan. When a planned development project is proposed without a Planned Development Zone designation, the Official Zoning Map shall be amended with a planned development overlay designation for the subject development site.

**COMMENT:**

The applicant is proposing a Zoning Map amendment to designate the site R-2. The applicant has also submitted a concurrent Planned Development application to subdivide the site into 7 single-family detached lots and modify the minimum lot size, minimum lot width, front yard setback, and street yard setback standards of the R-2 zone. If the Planned Development application is approved, a PD overlay zone will be assigned to the subject property.

**Section 17.48.030: Standards and Requirements.**

Approval of a request for a planned development is dependent upon the submission of an acceptable plan and satisfactory assurance that it will be carried out. The following minimum standards and requirements shall apply.

- A. A use permitted in an underlying zone may be permitted in a planned development.

**COMMENT:**

The applicant is proposing to create 7 lots for single-family detached dwellings with the proposed planned development. Since a concurrent Amendment to the Comprehensive Plan or Zoning Map application has also been submitted to designate Tax Lot 401 as R-2, the intended residential use will be permitted use in the proposed underlying zone.

- B. A planned development must meet the applicable requirements of Oregon Revised Statutes for planned developments.**

**COMMENT:**

As required, through the final plat process with the City of Sweet Home and Linn County, the proposed development will meet applicable ORS requirements for planned development.

- C. Public and private streets shall be developed to city standards.**
- D. Pedestrian walkways and bikeways shall be provided for adequate internal pedestrian and bicycle traffic and shall connect to any adjacent existing or planned sidewalks, bikeways, access corridors or public trails.**

**COMMENT:**

The attached Private Street A Plan demonstrates that proposed private roadway has been designed to meet City standards (see Exhibit 3). The private street improvements include 24-ft. of pavement, 6-in. curbs, a 5-ft. sidewalk, and a turnaround meeting Fire Code standards. The submitted Preliminary Site Plan includes recreational amenities that are accessed by a pedestrian path. Therefore as proposed, the development provides adequate internal circulation for all mode of travel.

- E. All utility facilities shall be installed underground and in accordance with city standards.**

**COMMENT:**

As demonstrated by the attached Preliminary Development Plans, all utilities facilities will be installed underground in accordance with City standards.

- F. Open space areas and facilities include such things as landscaped areas, natural areas, golf courses and other recreational facilities, but does not include streets, sidewalks, bikeways, access corridors or trails.**

**COMMENT:**

The planned development's proposed open space area and recreational amenities are located within Tract 'A'. The proposed gazebo, picnic table, and BBQ grill are accessible from the sidewalk along Private Street A.

- G. 1. A facility providing services in support of uses within a planned development may be permitted in any zone within the planned development. Services in support may include such services as housekeeping, landscape maintenance, security, meeting rooms, clubhouses, swimming pools, tennis courts, catered food service facilities, parking, offices and related facilities for staff, administrators, owners associations and owners and their guests.
- 2. Provisions shall be made to buffer these uses from incompatible uses on adjoining properties.

**COMMENT:**

The applicant is proposing to develop the proposed recreational amenities within the common open space area of Tract 'A'. Since the facilities are located at least 42-ft. from all perimeter property lines, they are adequately buffered from abutting uses.

- H. Phases, if proposed, shall be:

**COMMENT:**

The applicant is not proposing a phased development, therefore these standards do not apply.

**Section 17.48.040: Application.**

The person filing the application must be the owner or his or her agent. If the planned development is to include land in more than one ownership, the application must be submitted jointly by all of the owners of the separately owned properties to be included.

- A. Application requirements.

1. One copy of the narrative on eight and one-half inches by 11 inches sheets;
2. Four sets of scaled drawings of the conceptual development plan, with sheet size not to exceed 24 inches by 36 inches. Where necessary, an overall plan with additional detail sheets may be submitted;
3. One set of the development plan shall be reduced to fit on eight and one-half inches by 11 inches sheets of paper. Names and numbers must be legible on this sheet size; and
4. After the application is accepted as complete, any revisions may require a new application, additional filing fees and rescheduling of the public hearing.

**COMMENT:**

The attached property deed indicates that Good Faith Management, LLC is the only owner of the subject site. This Applicant Statement serves as the required land use application narrative. As required, the submitted application packet includes the number of plan copies requested by the City.

- B. Development plan required. All applications shall be accompanied by a development plan drawn to scale showing the following:
  1. Use or uses;
  2. Dimensions and locations of proposed structures and of areas to be reserved for vehicular and pedestrian circulation, parking, public uses, open spaces, including landscaping;
  3. Drawings and sketches demonstrating the design and character of the proposed uses and the physical relationships of the uses; and

4. 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 ordinance and Title 16 of this code of ordinances.

**COMMENT:**

The attached Preliminary Development Plans include all of the required information listed above (see Exhibit 3).

- C. Narrative requirements. A written statement shall include the following information:

1. A description of the character of the proposed development;

**COMMENT:**

Section II of this Applicant's Statement includes a detailed description of the character of the proposed development.

2. Analysis of how the application meets the review criteria;

**COMMENT:**

This narrative addresses how the Planned Development application meets the criteria for approval.

3. Intentions with regard to ownership in the planned development;

**COMMENT:**

The applicant intends to develop each of the proposed lots with single-family detached dwellings. After the site is developed, the applicant intends to sell the developed parcels to homebuyers.

4. Quantitative data for the following where appropriate:

- a. Total number and type of

dwelling units;

**COMMENT:**

The applicant is proposing to develop a total of 7 single-family detached dwelling units on the subject site.

**b. Parcel sizes;**

**COMMENT:**

The attached Preliminary Plat indicates that the proposed parcel sizes range from 3,019 sq. ft. to 5,340 sq. ft. (see Exhibit 3).

**c. Proposed lot coverage of buildings and structures where known;**

**COMMENT:**

At this time, the applicant has not determined specific building plans for the proposed single-family lots. Lot coverage standards will be verified by City staff when future building permits are requested for the proposed lots.

**d. Gross densities per acre;**

**e. Total amount of open space; and**

**COMMENT:**

The attached Preliminary Site Plan identifies the location of proposed common open space within the planned development. The portion of Tract 'A' which is south of Private Street A, and includes the proposed recreational amenities and open space along Ames Creek is 39,139 square feet. An additional 3,475 sq. ft. of common open space is provided on the north side of Private Street A.

**f. Total amount of nonresidential construction.**

**COMMENT:**

The proposed recreational amenities include a gazebo structure, which contains approximately 100 square feet.

**5. General statement of intentions concerning timing, responsibilities and assurances for all public and non-public improvements; and**

**COMMENT:**

If the proposed map amendment and planned development is approved by December 2020, then construction plans will be prepared and permits could be issued by April 2021. Based on this timeline, construction of the 9<sup>th</sup> Avenue frontage improvements, Private Street A, and installation of utilities could be completed by August 2021. It is anticipated that home construction on the proposed lots will continue into mid-2022.

**6. Statement describing project phasing, if proposed.**

**COMMENT:**

The applicant is not proposing to phase this planned development project.

**Section 17.48.050: Review Criteria.**

- A. Requests for approval of a planned development shall be reviewed to assure consistency with the purposes of this chapter, policies and density requirements of the Comprehensive Plan, and any other applicable policies and standards adopted by the city.**

**COMMENT:**

This Applicant's Statement addresses how the proposed planned development is consistent with this chapter, the Comprehensive Plan, and other applicable City policies and standards.

- B. The project will be compatible with adjacent developments, with consideration of the following factors, if applicable:**
- 1. Basic site design, including the organization of uses on a site;**

**COMMENT:**

The applicant's Existing Condition Plan indicates that the subject site consists of one parcel, Tax Lot 401. Due to the unique configuration of the site, the applicant is extending Private Street A from 9<sup>th</sup> Avenue through the narrow width of Tax Lot 303 and the proposed single-family lots are located within the northern portion of Tax Lot 401. The Preliminary Site Plan indicates that a 50-ft. riparian buffer is provided from the Ames Creek top of bank. Due to the proposed alignment of Private Street A, the proposed design also buffers the single-family lots from the railroad right-of-way. With this layout, only Lot 1 abuts an adjoining property, a vacant parcel owned by VFW 3437 to the west of the site (see Exhibit 3). Therefore, based on the site design, the planned development project is compatible with surrounding uses and will protect natural resource areas on the subject property.

2. **Visual elements (scale, structural design and form, materials and so forth);**

**COMMENT:**

At this time, the applicant has not developed detailed plans for the proposed single-family dwellings. However, since the dwellings will be designed to meet Chapter 17.28 standards, they will be compatible with adjacent developments.

3. **Noise reduction;**
4. **Noxious odors;**
5. **Lighting;**
6. **Signage;**

**COMMENT:**

Future residents within the planned development will be required to comply with Title 8 and 9 standards so that noise and odor requirements are met for the residential use. As required, exterior lighting will be shielded so that it is not cast beyond the property lines of the proposed lots. In addition, future residents will need to adhere to Chapter 17.96 standards, which regulate the placement of signs.

7. **Landscaping for buffering and screening;**

**COMMENT:**

As required, plans demonstrating compliance with the City's landscape standards will be provided when construction permits are requested for the development.

8. **Traffic;**

**COMMENT:**

The applicant is proposing to develop 7 single-family dwellings on the subject site, which will generate 5.26 AM peak hour trips and 7 PM peak hour trips. Since the number of trips generated by the planned development is low, the existing transportation system can accommodate the anticipated traffic impacts.

9. **Effects on off-site parking; and**

**COMMENT:**

The existing pavement width of 9<sup>th</sup> Avenue is approximately 40-ft., therefore on-street parking can be accommodated along both sides of the roadway. The attached Preliminary Site Plan illustrates that Private Street A will require a curb cut on 9<sup>th</sup> Avenue, reducing the amount of on-street parking by 2 spaces.

**10. Effects on air and water quality.**

**COMMENT:**

With the potential use of wood burning stove and gas powered yard maintenance equipment, the proposed residential use will have only marginal impacts on air quality. The submitted Storm Drain Plan and Preliminary Stormwater Report demonstrates that water quality will be protected with the development of the proposed stormwater facilities within Tract 'A' (see Exhibits 3 and 4).

- C. The applicant has, through investigation, planning and programming, demonstrated the soundness of the proposal and their ability to carry out the project as proposed.**

**COMMENT:**

The submitted Preliminary Development Plan, Preliminary Stormwater Report, and Wetland Delineation Report demonstrate that the planned development is a feasible and carefully crafted proposal.

- D. Construction can begin within six months of the conclusion of any necessary action by the city, or within such longer period of time as may be established by the Planning Commission.**

**COMMENT:**

If land use approvals are granted by December 2020, then construction permits could be issued by April 2021. Based on this timeline, construction of the 9<sup>th</sup> Avenue frontage improvements, Private Street A, and installation of utilities would occur during the summer of 2021.

- E. The proposal conforms with location and general development standards of the city.**

**COMMENT:**

This Applicant's Statement and Preliminary Development Plans demonstrate that the proposed development is appropriately located and complies with the City's general development standards.

- F. The project will benefit the city and the general public in terms of need, convenience, service and appearance so as to justify any necessary variances to the regulations of Titles 16 and 17 of this code of ordinances.**

**COMMENT:**

In 2017, the City completed an Economic Opportunity Analysis (EOA) which indicates that 584 additional jobs will be created in Sweet Home during the 20-year planning period, and if housing supply cannot keep up with demand, housing affordability will become an issue for the community. The EOA states that in 2016, average housing sales ranged between \$135,000 and \$150,000. In 2020, the average home listing in Sweet Home is \$270,000. Therefore, the modifications requested through the planned development process are justified by provision of addition moderately priced housing for the local workforce.

The submitted Preliminary Site Plan identifies the location of proposed common open space within the planned development. The portion of Tract 'A' that is south of Private Street A, and includes the riparian corridor along Ames Creek and recreational amenities for the development, is 39,139 square feet. An additional 3,475 sq. ft. of open space is provided on the north side of Private Street A. Therefore, the requested modifications to the minimum lot area, minimum lot width, front yard setback, and street yard setback standards are justified by the provision of open space and protection of sensitive environmental resources within the development.

- G. The project will satisfactorily take care of the traffic it generates by means of adequate off-street parking, access points and additional street right-of-way and improvements and any other traffic facilities required on or off site.**

**COMMENT:**

Per Section 16.12.020, a Residential Neighborhood Street may be developed within planned development, providing 20-ft. of paved width, no on-street parking, and no curbs or sidewalks. The attached Preliminary Site Plan indicates that Private Street A exceeds these standards with the provision of a 24-ft. paved width, curbs, and a sidewalk on one side of the roadway. Adequate off-street parking will be provided with the development of 2 parking spaces within a carport or garage, and the provision of an additional 2 spaces in the driveway. The submitted plans demonstrate that access to all of the lots will be provided through the private street, therefore only one connection through Tax Lot 303 to 9<sup>th</sup> Avenue is proposed. With the proposed Private Street A and 9<sup>th</sup> Avenue frontage improvements, the proposed project satisfactorily addresses traffic impacts it generates.

- H. The project will satisfactorily take care of sewer and water needs consistent with city policy and plans.**

**COMMENT:**

The attached Preliminary Sanitary Sewer and Water Plan demonstrate that these facilities have been designed to meet the needs of the development and will be constructed to meet City standards (see Exhibit 3).

- I. A planned development in a residential zone will not result in a higher density**

than permitted by the Comprehensive Plan for the underlying zone.

**COMMENT:**

Currently, Tax Lot 401 is designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map. The applicant is proposing to amend the Zoning Map to designate the parcel as R-2 (High Density Residential). Under the R-2 zone standards, up to 35 multi-family dwelling units may be developed on the site. However, the applicant is only proposing to develop 7 single-family dwelling units. Therefore, the above standard is met.

**Chapter 17.72: NR Natural Resources**

**Section 17.72.030: Applicability.**

The procedures and requirements of the NR Zone apply to any parcel designated as having one of the following identified natural resources:

- A. Significant wetlands, as mapped in the city's Local Wetlands Inventory (LWI); and
- B. Riparian corridors, as mapped in the city's Riparian Inventory.

**COMMENT:**

As indicated on the Existing Conditions Plan, a delineated wetland and a portion of Ames Creek are located on the site. Therefore, the procedures and requirements of the NR Zone apply to the subject parcels.

**Section 17.72.040: Activities Subject to Review.**

In an NR zone, the following actions are subject to the review:

- 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; and
- E. Removal of native vegetation.

**COMMENT:**

The applicant is proposing a planned development to create 7 single-family lots, a private street, and an open space area with recreational amenities within Tract 'A'. Since new structure development, an increase in impervious surfaces, grading activities, and removal of native vegetation will occur, the proposed activities are subject to review.

**Section 17.72.050: Exceptions in the Riparian Zone.**

The following activities may be excepted from the requirements of this chapter upon administrative review approval that they are designed to meet the standards listed in this chapter.

- A. Drainage facilities, utilities and irrigation pumps;
- B. 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; and
- 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.

**COMMENT:**

The submitted Preliminary Site Plan identifies the location of the top of bank along Ames Creek, a 50-ft. wide riparian buffer along the waterway, and the delineated wetland. The plan indicates that Private Street A will encroach 2,390 sq. ft. into the 50-ft. buffer. However as listed above, this activity is exempt from the requirements of this chapter.

**Section 17.72.060: Agency Review.**

**Decisions made by the City of Sweet Home under this chapter do not supercede 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.**

**COMMENT:**

Attached is a Wetland Delineation Report which was prepared by a qualified biologist. The report was reviewed by the Department of State Lands and concurrence has been provided to the applicant (see Exhibit 5). As required, necessary state or federal permits will be obtained for the proposed wetland impact prior to commencing construction activities on the site.

**Section 17.72.070: 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  
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.**

**COMMENT:**

The City's Local Wetlands Inventory does not identify wetlands on the subject site. However, the attached Existing Conditions Plan and Wetland Delineation Report indicate that a wetland is present in the central portion of Tax Lot 401 (see Exhibits 3 and 5). The location of the required 50-ft. vegetated corridor along Ames Creek is also illustrated on the plan.

- 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 in order to avoid subsequent encroachments into a significant natural resource;**

**COMMENT:**

As mentioned above, the applicant is requesting an exception to the standards of this chapter for the proposed encroachment of Private Street A improvements into the 50-ft. vegetated corridor. The attached Preliminary Site Plan demonstrates that Private Street A is aligned so that it connects to 9<sup>th</sup> Avenue through Tax Lot 303. The private roadway then turns sharply north to avoid sensitive areas on the site and provide access to the proposed single-family lots. This street design provides safe passage of vehicles, meets the required turning radius for fire apparatus and waste collection vehicles, and minimizes encroachment into the riparian area. All of the proposed lots share access from the private drive so that subsequent encroachments will not be required. Due to the location of the riparian corridor and the site's limited access to 9<sup>th</sup> Avenue, no other practicable access to the buildable area exists.

- 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;

**COMMENT:**

The applicant has submitted a Preliminary Grading and Erosion Control Plan with this application packet (see Exhibit 3). As required, no stockpiling of fill materials, parking, or storage of equipment will occur within the riparian corridor while construction activities take place.

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 so as 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; and
  - e. No stockpiling of fill materials, parking or storage of equipment shall be allowed within a significant

natural resource.

**COMMENT:**

As demonstrated by the attached Existing Conditions Plan, the buildable area is located in the rear of the site and grades on the parcels slope down towards Ames Creek. Based on the layout, stormwater from the development must be managed in the rear of the site before it is discharged into the waterway. The attached Preliminary Storm Plan illustrates that the location of Stormtech chambers and an outfall structure to minimize impacts to the vegetated corridor to the maximum extent practicable. Only trees that are impacted by required grading activities will be removed, and no stockpiling of materials or equipment is proposed within the significant natural resource area. As required, a planting plan demonstrating compliance with the City's native vegetation mitigation requirements will be submitted with the applicant's future request for construction permits.

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.

**COMMENT:**

The applicant is not proposing to expand an existing structure or maintain lawn areas within the significant natural resource area, therefore these standards do not apply.

- D. 1. Removal of non-native vegetation and replacement with native plant species is allowed and shall comply with the following requirements.
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; and
- c. Maintain or improve the shade provided by the vegetation.

**COMMENT:**

A planting plan demonstrating compliance with the City's requirements will be submitted with the applicant's future request for construction permits. As required, replacement vegetation will meet the above standards.

- E. Trees in danger of falling and thereby posing a hazard to life or property may be removed, following consultation and approval from the Community Development Director.

**COMMENT:**

There are no trees which have been identified as being in danger of falling or posing a hazard to life or property on the subject site. Therefore, this section does not apply.

- 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, a glyphosate based herbicide, or other environmentally safe herbicide, 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.

**COMMENT:**

As required, any removal of nuisance plants within natural resource areas will be completed in accordance with the above standards.

**Section 17.72.090: 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.

**COMMENT:**

If the proposed map amendment and planned development requests are approved, the applicant will obtain a fill and removal permit from DSL and the Corps of Engineers for the proposed wetland impacts. As required, a mitigation plan that meets agency standards will be submitted with the permit application.

- 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; and
- (5) A narrative describing how the resource will be replaced.

**COMMENT:**

As required, a mitigation plan meeting City planting requirements will be submitted with the applicant's future request for construction permits. The mitigation plan will demonstrate compliance with the standards listed above.

- 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.

**COMMENT:**

Mitigation for the proposed impacts will occur within Tract 'A', as close to the impact area as possible. As required, the mitigation plantings will be native to the region, will replace trees and vegetation impacted by the development activity, and will meet the density requirements of this section.

**B. CITY OF SWEET HOME COMPREHENSIVE PLAN**

**CHAPTER 2: LAND USE ELEMENT**

**General Development Policies**

**Policy 1: Land allocation for the various uses (residential, commercial and industrial) will be based on anticipated needs for development.**

**COMMENT:**

The City of Sweet Home last updated the Residential Lands Housing chapter of the Comprehensive Plan when ECONorthwest completed a Housing Needs Analysis in 2001. Since the analysis evaluated housing needs for the 2000-2020 planning period, these findings are no longer relevant when determining current residential land needs. However in 2017, as part of the City's Economic Opportunity Analysis (EOA), ECONorthwest evaluated commercial land needs, as well as housing needs for supporting new employment, for the 2017-2037 planning period. Based on this analysis, there is an 18 acre surplus of commercial land during the planning period. The EOA also determined that 584 additional jobs will be created in Sweet Home from 2017-2037, and if housing supply cannot keep up with demand, housing affordability will become a significant issue for the community. The EOA indicates that in 2016, average housing sales ranged between \$135,000 and \$150,000. In 2020, the average home listing is \$270,000.

Since home prices have increased more than 40% over the last 4-5 years, it is reasonable to conclude that additional land should be allocated for residential use to keep up with the market demand. The proposed High Density Residential designation and planned development request for the site will help meet the need for additional moderately priced workforce housing in Sweet Home. Therefore, the requested map amendment is consistent with the above policy.

**Policy 5: Developers must provide documentation that development applications meet all applicable State and Federal environmental policies, including but not limited to:**

- **Air - Federal Clean Air Requirements, Environmental Protection Agency regulations, and Department of Environmental Quality air regulations.**
- **Water - Federal Water Quality Protection requirements, Environmental Protection Agency regulations, and Department of Environmental Quality water quality regulations.**
- **Noise - Department of Environmental Quality Noise**

**Control regulations, the Oregon Noise Control Act and all other applicable Federal, State and local noise control regulations.**

- **Solid Waste - State and Federal regulations governing the handling and storage of solid waste, particularly the requirements of the Department of Environmental Quality.**

**COMMENT:**

Included with this application is a Wetland Delineation Report and an Existing Conditions Plan which document natural resource areas on the subject site (see Exhibits 3 and 5). As discussed in this narrative, the applicant is providing a 50-ft. riparian buffer along Ames Creek and will obtain necessary permits from the DSL and the Corps of Engineers for the proposed wetland impacts. The attached Erosion Control Plan and Preliminary Stormwater Report demonstrate that water quality will be protected with the proposed development (see Exhibits 3 and 4). Typical noise for residential uses is anticipated for the proposed development. Convenient solid waste collection for residents is ensured by the proposed development of a turnaround at the west end of Private Street A.

**Policy 6: Open space, particularly parks and recreational lands, will be provided by the developer as an integral part of any development.**

**COMMENT:**

The attached Preliminary Site Plan demonstrates that the planned development will provide 39,139 sq. ft. of open space with recreational amenities on the south side of Private Street A. An additional 3,475 sq. ft. of open space is provided on the north side of Private Street A.

**Policy 10: All new subdivisions will be provided with water, City sewer and storm drains, paved streets, curbs, sidewalks and gutters, in advance of, or in conjunction with, new development. Installation of all the above facilities will be a condition of subdivision approval and at the expense of the developer.**

**COMMENT:**

As demonstrated by the attached Preliminary Development Plans, public utilities and transportation facilities will be installed in conjunction with the proposed development (see Exhibit 3). If the submitted land use applications are approved, these facilities will be installed at the expense of the developer.

**Policy 11: Electric power, telephone, and cable distribution and service lines will be located underground in new developments. Effort will be made to place existing utility lines underground in established areas.**

**COMMENT:**

As required, all electric and communication lines will be placed underground within the proposed public utility easement along the south side of Private Street A.

**Policy 12: Emergency vehicle and equipment access will be provided during any new development.**

**COMMENT:**

The attached Preliminary Site Plan illustrates that a turnaround meeting Fire Code standards is proposed at the west terminus of Private Street A (see Exhibit 3).

**Policy 15: Conversion of lands in the Urban Growth Boundary to urban uses shall be concurrent with the provision of public utilities, facilities, and services.**

**COMMENT:**

This narrative and the attached Preliminary Development Plans address how the proposed planned development provides public utilities, facilities, and services in accordance with City standards.

**Comprehensive Plan Map Policies**

**Policy 4: The Planning Commission will recommend and the City Council shall determine the location of boundaries by examining the goals and policies contained within the Plan.**

**COMMENT:**

This narrative addresses how the submitted Application for an Amendment to the Comprehensive Plan or Zoning Map is consistent with applicable goals and policies of the Comprehensive Plan. As required, the proposed map amendment will be reviewed at a Planning Commission public hearing before a recommendation is forwarded to City Council. A second public hearing will be conducted by City Council prior to issuing a decision for the application.

**CHAPTER 3: NATURAL FEATURES, PARKS AND OPEN SPACE**

**Natural Resources Policies**

**Policy 2: Significant natural resources, as defined by Statewide Goal 5, are protected with a Natural Resources Overlay designation that aims to ensure reasonable economic use of property.**

**COMMENT:**

The applicant's Existing Conditions Plan indicates that a wetland and a riparian corridor associated with Ames Creek are located on the subject site. As required, the applicant has addressed how the proposed development meets the standards of Chapter 17.72 in the narrative provided above.

**Parks and Open Space Policies**

**Policy 1: Open space, particularly parks and recreation lands, shall be provided as an integral part of development.**

**COMMENT:**

The attached Preliminary Site Plan indicates that the applicant is proposing to provide open space and recreational amenities along Ames Creek. As required, these features are an integral element of the proposed development.

**Policy 2: Open space can apply to many types of undeveloped and improved lands. Open space can be provided by protecting natural areas, parks, school grounds, golf courses, trails, street planters and medians, and house yards.**

**COMMENT:**

Consistent with this policy, the Preliminary Site Plan demonstrates that the natural area along Ames Creek and a portion of the on-site wetland are included in the proposed open space area (see Exhibit 3).

**CHAPTER 4: RESIDENTIAL LANDS AND HOUSING**

**Residential Land Use Policies**

**Policy 1: Residential areas will offer a wide variety of housing types in locations best suited to each housing type.**

**COMMENT:**

Due to access challenges, natural resource areas, and the limited buildable area on the subject properties, smaller single-family detached lots are well-suited for this particular site. The proposed housing type also meets the need for additional workforce housing, as supported by the City's 2017 Economic Opportunity Analysis.

**Policy 3: The City encourages flexibility in design to promote safety, livability, and preservation of natural features.**

**COMMENT:**

Through the submitted Planned Development application, the applicant is requesting modifications to minimum lot size, minimum lot width, front yard setback, and street side yard setback standards for the R-2 zone. The requested modifications will allow the applicant to protect natural resources and provide recreation amenities within the proposed common open space area.

**Policy 8: Efforts will be made to complete or connect existing**

**sidewalks along routes to schools, parks, or commercial areas.**

**COMMENT:**

To help provide pedestrian routes to schools, parks, and commercial areas, the applicant is proposing to install sidewalks along Private Street A and the 9<sup>th</sup> Avenue frontage.

**Policy 9: Development of residential local streets, whenever possible, will increase connectivity within and between neighborhoods.**

**COMMENT:**

Due to the site's access challenges and limited buildable area, Private Street A will provide ingress and egress to the proposed 7 single-family lots. The attached Aerial Photograph/Land Use Plan demonstrates that a railroad right-of-way is located to the north of the site and a parcel owned by the Sweet Home Veterans Club is located west of the subject property (see Exhibit 3). Adjoining parcels to the south are separated from the site by Ames Creek. Since it is not feasible to provide access to adjacent properties, the applicant is not proposing to extend Private Street A to the boundary lines of this development.

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

**COMMENT:**

The Preliminary Development Plans indicate that the applicant is requesting approval of a Planned Development application under the R-2 (High Density Residential) zone designation. After subtracting the access drive area, the net site area is approximately 1.64 acres. At the permitted density of 35 dwelling units/acre, up to 57 multi-family dwelling units may be developed on the site. However, the attached plans indicate that the applicant is proposing to protect natural resource areas and develop 7 single-family lots on the subject parcels.

**Policy 14: Efforts will be made to extend trails, pedestrian ways, and bikeways through existing residential areas**

**COMMENT:**

Since Ames Creek separates the proposed development from adjacent residential properties to the south of the site, the applicant is not proposing to extend trails, pedestrian ways, or bikeways through the subject properties.

**Policy 15: To encourage connectivity and pedestrian access, residential blocks shall meet the development standards, except when topographical constraints make the standards impractical. When existing conditions or topography prevent a cross street, a pedestrian access way to connect streets should be**

considered as part of the development.

**COMMENT:**

As demonstrated by the attached Aerial Photograph/Land Use Plan, connectivity between the site and adjacent properties is constrained by the railroad right-of-way to the north, Ames Creek to the south, and the non-residential use to the west of the subject properties (see Exhibit 3). Based on these factors, the applicant is not proposing to develop a new residential block connection through the site.

**CHAPTER 5: ECONOMIC DEVELOPMENT AND LANDS FORECONOMIC GROWTH**

**Economic Development Policies**

**Policy 3: The City will strive to retain and enhance desirable existing commercial properties and encourage property owners' efforts to rehabilitate or redevelop older commercial areas**

**COMMENT:**

The subject site consists of Tax Lot 401 of Tax Map 13S01E31BD. Currently, Tax Lot 401 is designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map. The subject property is currently vacant. Due to access challenges and limited visibility of the site from adjacent right-of-ways, the applicant is proposing a Zoning Map amendment to designate Tax Lot 401 as R-2. Since the site is not a desirable existing commercial property, the proposed map amendment is consistent with the above policy.

**Policy 4: The Central Commercial designation is the traditional downtown shopping/business center. This designation provides for frequent shopping and service needs for residents**

**COMMENT:**

As demonstrated by the attached Aerial Photo/Land Use Plan, the subject site is not located within an area that serves as the traditional downtown shopping/business center. Therefore, the proposed residential designation is consistent with the above policy.

**Policy 6: The Highway Commercial designation provides for uses that have large size requirements, or that are oriented to highway access.**

**COMMENT:**

The attached Aerial Photo/Land Use Plan demonstrates that the subject site has poor visibility and is not oriented towards Highway 20. Therefore, the proposed R-2 zone designation is consistent with this policy.

**CHAPTER 6: TRANSPORTATION SYSTEMS**

**Transportation Policies**

**Policy 3:** The roadway design standards in the Transportation System Plan shall be implemented in the land development and land division ordinances for the development of future roadway facilities.

**COMMENT:**

As required, the City implements Transportation System Plan design standards in its land development and land division ordinances. The attached Preliminary Development Plans indicate that the 9<sup>th</sup> Avenue frontage improvements have been designed according to these standards (see Exhibit 3).

**Policy 4:** Private streets must be built to City standards as approved as part of the development plan.

**COMMENT:**

The applicant's attached Preliminary Development Plans indicate that the Private Street A improvements are consistent with City standards. As required, the private street will be constructed as approved by the City.

**Policy 8:** Many existing streets in Sweet Home do not meet the standards and it may not be possible to improve the streets to the maximum extent feasible to meet access conditions and "traffic feature" standards. It may be necessary in some circumstances to prohibit parking on one or both sides of the street, particularly on designated arterials and collectors.

**COMMENT:**

The subject site is located adjacent to 9<sup>th</sup> Avenue, a local street. The attached Preliminary Site Plan indicates that a sidewalk will be constructed along the frontage to meet City standards. Since the roadway is currently paved with a 40-ft. width, it can accommodate on-street parking along both sides of the street.

**CHAPTER 8: PLAN MANAGEMENT**

**Citizen Involvement Policies**

**Policy 2:** The Planning Commission shall conduct meetings open to the community throughout the planning process. The City advertises meetings through the media, neighborhood and community organizations, and in other ways to provide opportunities for all interested groups and individuals to participate in all stages of the planning process

**COMMENT:**

As required, the concurrently filed Amendment to the Comprehensive Plan or Zoning Map application and Planned Development application will be reviewed at a Planning Commission public hearing before a recommendation is forwarded to City Council. A second public hearing will be conducted by City Council prior to issuing a decision for both applications.

**Plan Amendment Policies**

**Policy 1:** The City Council may amend the Comprehensive Plan after referral to the Planning Commission for review, revisions, and recommendations.

**COMMENT:**

As required, following Planning Commission review, a second public hearing for the applicant will be conducted by City Council prior to issuing a decision for the submitted application.

**Policy 4:** An amendment to the Comprehensive Plan shall be considered when one or more of the following conditions exist:

- a. Updated data demonstrates significantly different trends than previous data;
- b. New data reflects new or previously undisclosed public needs;
- c. New community attitude represents a significant departure from previous attitude as reflected by the Planning Commission or City Council;
- d. Statutory changes significantly affect the applicability or appropriateness of existing plan policies

**COMMENT:**

The applicant is requesting approval of an Amendment to the Comprehensive Plan or Zoning Map application based on updated data and the identification of public needs. The subject site consists of Tax Lot 401 of Tax Map 1301E31BD. Currently, Tax Lot 401 is designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map.

In 2017, the City completed an Economic Opportunity Analysis (EOA) which determined that there is an 18-acre surplus of commercial land for the 2017—2037 planning period. The report indicates that 584 additional jobs will be created in Sweet Home during the planning period, and if housing supply cannot keep up with demand, housing affordability will become a greater issue in the community. The EOA indicates that in 2016, average housing sales ranged between \$135,000 and \$150,000. In 2020, the average home listing is now \$270,000. The proposed High Density Residential designation and Planned Development proposal for the site will help meet the need for additional moderately priced workforce housing in Sweet Home.

**Policy 5: Property owners, their authorized agents, or the City Council may initiate a Comprehensive Plan amendment. In order to obtain a Comprehensive Plan amendment the applicants have the burden of proof that all of the following conditions exist:**

**a. There is a need for the proposed change;**

**COMMENT:**

As discussed above, there is a need for additional workforce housing in Sweet Home. The 2017 EOA indicates that an adequate supply of housing is needed to maintain moderate home prices and support job creation in the City. Due to the surplus of commercial land, the proposed map amendment will not impact the City's ability to address commercial land needs. Therefore, the proposed residential designation allows the site to be developed for the highest and best use.

**b. The identified need can best be served by granting the change requested;**

**COMMENT:**

Since home prices have increased more than 40% over the last 4-5 years, it is reasonable to conclude that additional land should be allocated for residential use to keep up with market demand. The proposed High Density Residential designation and planned development request for the site will help meet the need for additional moderately priced workforce housing in Sweet Home.

**c. The proposed change complies with the Statewide Planning Goals; and**

**COMMENT:**

The applicant has addressed how the proposed map amendment is consistent with Statewide Planning Goals in the narrative provided below.

**d. The proposed change complies with all other elements of the City's Comprehensive Plan.**

**COMMENT:**

This Applicant's Statement has addressed how the proposed map amendment complies with all other elements of the Comprehensive Plan.

**C. OREGON STATEWIDE PLANNING GOALS**

**Goal 1: Citizen Involvement**

**Summary: Goal 1 calls for "the opportunity for citizens to be involved in all phases of the planning process." It requires each city and county to have a citizen**

involvement program containing six components specified in the goal. It also requires local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

**COMMENT:**

The requested land use action is to amend the Zoning Map to designate Tax Lot 401 as R-2. In addition, the applicant has submitted a concurrent request to divide the site into 7 single-family lots through the planned development process. As required, citizens will have the opportunity to comment on the proposed map amendment and planned development requests at public hearings before the Planning Commission and City Council.

**Goal 2: Land Use Planning**

**Summary:** Goal 2 outlines the basic procedures of Oregon's statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable "implementation ordinances" to put the plan's policies into effect must be adopted. It requires that plans be based on "factual information"; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed. Goal 2 also contains standards for taking exceptions to statewide goals. An exception may be taken when a statewide goal cannot or should not be applied to a particular area or situation.

**COMMENT:**

As required, this Applicant's Statement addresses how the proposed land use change meets applicable goals and policies of the City of Sweet Home Comprehensive Plan. The applicant's proposal does not require that an exception be granted to any of the Statewide Planning Goals.

**Goal 3: Agricultural Lands**

**Summary:** Goal 3 defines "agricultural lands." It then requires counties to inventory such lands and to "preserve and maintain" them through farm zoning. Details on the uses allowed in farm zones are found in ORS Chapter 215 and in Oregon Administrative Rules, Chapter 660, Division 33.

**COMMENT:**

The subject site is currently located within the city limits of Sweet Home. Since the site is not classified as "agricultural lands", the proposed map amendment is consistent with Goal 3.

**Goal 4: Forest Lands**

**Summary:** This goal defines forest lands and requires counties to inventory them and adopt policies and ordinances that will "conserve forest lands for forest uses."

**COMMENT:**

The attached Existing Conditions Plan identifies the location of on-site trees and indicates that a number of them will be protected within the 50-ft. riparian buffer along Ames Creek. Since the subject property does not include designated forest lands, Goal 4 is not applicable to the submitted application.

**Goal 5: Open Spaces, Scenic and Historic Areas and Natural Resources**

**Summary:** Goal 5 covers more than a dozen natural and cultural resources such as wildlife habitats and wetlands. It establishes a process for each resource to be inventoried and evaluated. If a resource or site is found to be significant, a local government has three policy choices: preserve the resource, allow proposed uses that conflict with it, or strike some sort of a balance between the resource and the uses that would conflict with it.

**COMMENT:**

The Existing Conditions Plan indicates that Ames Creek roughly follows the southern boundary of the site and a 50-ft. riparian corridor measured from the top of bank has been identified. Also included on the plan is the delineated boundary of an on-site wetland. The attached Preliminary Site Plan demonstrates where natural resource areas will be protected within Tract 'A'. As discussed above, the proposed development is consistent with Chapter 17.72 standards, which allows some natural resource impacts when the impacts are mitigated.

**Goal 6: Air, Water and Land Resources Quality**

**Summary:** This goal requires local comprehensive plans and implementing measures to be consistent with state and federal regulations on matters such as groundwater pollution.

**COMMENT:**

If the proposed map amendment and planned development requests are approved, specific development plans will be submitted for each of the lots. The development will be required to comply with local, state, and federal air and land resource quality standards. The attached Storm Drain Plan and Preliminary Stormwater Report address how water quality will be protected with the proposed development (see Exhibits 3 and 4).

**Goal 7: Areas Subject To Natural Disasters and Hazards**

**Summary:** Goal 7 deals with development in places subject to natural hazards such as floods or landslides. It requires that jurisdictions apply "appropriate safeguards" (floodplain zoning, for example) when planning for development there.

**COMMENT:**

The attached Existing Conditions Plan indicates that the subject site does not contain any steeply sloping areas. A floodway and 100-year floodplain have been delineated on the plan. The applicant has addressed the City's floodplain standards in the narrative provided above.

**Goal 8: Recreation Needs**

**Summary:** This goal calls for each community to evaluate its areas and facilities for recreation and develop plans to deal with the projected demand for them. It also sets forth detailed standards for expedited siting of destination resorts.

**COMMENT:**

The City's Comprehensive Plan does not identify the subject property as a potential park site. However, the submitted Preliminary Site Plan demonstrates that a significant portion of the site will be dedicated as common open space, and recreation amenities will be developed within Tract 'A'.

**Goal 9: Economic Development**

**Summary:** Goal 9 calls for diversification and improvement of the economy. It asks communities to inventory commercial and industrial lands, project future needs for such lands, and plan and zone enough land to meet those needs.

**COMMENT:**

Tax Lot 401 is currently designated High Density Residential on the Comprehensive Plan Map and C-2 (Highway Commercial) on the Zoning Map. The applicant is proposing to amend the Zoning Map to designate Tax Lot 401 as R-2 (High Density Residential).

In 2017, the City completed an Economic Opportunity Analysis (EOA) which determined that there is an 18-acre surplus of commercial land for the 2017—2037 planning period. Due to the surplus of commercial land, the proposed map amendment will not impact the City's ability to address commercial land needs.

**Goal 10: Housing**

**Summary:** This goal specifies that each city must plan for and accommodate needed housing types, such as multifamily and manufactured housing. It requires each city to inventory its buildable residential lands, project future needs for such lands, and plan and zone enough buildable land to meet those needs. It also prohibits local plans from discriminating against needed housing types.

**COMMENT:**

As mentioned above, there is an 18-acre surplus of commercial land for the 2017—2037 planning period. The 2017 EOA indicates that 584 additional jobs will be created in Sweet Home during the planning period, and if housing supply cannot keep up with demand, housing affordability will become a greater issue in the community. The EOA indicates that in 2016, average housing sales ranged between \$135,000 and \$150,000. In 2020, the average home listing is now \$270,000. Therefore, the proposed High Density Residential designation and Planned Development proposal for the site will help meet the need for moderately priced workforce housing in Sweet Home. As such, the proposed Comprehensive Plan and Zoning Map amendment complies with Goal 10.

**Goal 11: Public Facilities and Services**

**Summary:** Goal 11 calls for efficient planning of public services such as sewers, water, law enforcement, and fire protection. The goal's central concept is that public services should be planned in accordance with a community's needs and capacities rather than be forced to respond to development as it occurs.

**COMMENT:**

As demonstrated by the attached Existing Conditions Plan, public utilities are located in the vicinity of the subject site. The attached Storm Drain Plan, and Sanitary Sewer and Water Plan, identify how utility services will be extended to serve the proposed use. Since the site is currently located in the city limits of Sweet Home, it has access to City fire and police services. Therefore, the proposed map amendment complies with Goal 11.

**Goal 12: Transportation**

**Summary:** The goal aims to provide "a safe, convenient and economic transportation system." It asks for communities to address the needs of the "transportation disadvantaged."

**COMMENT:**

To meet Local Street standards, the applicant is proposing to install a 5-ft. curbtight sidewalk and street trees along the site's 9<sup>th</sup> Avenue frontage. To provide access for Lots 1-7, the applicant is proposing to develop Private Street A with 24-ft. of pavement, 6-in. curbs, and a 5-ft. sidewalk along the south side of the roadway. To meet Fire Code Standards, the attached Preliminary Site Plan indicates that a 20-ft. x 70-ft. turnaround with 28-ft. turning radius will be installed between Lots 3 and 4 (see Exhibit 3). With the proposed street improvements, safe and convenient facilities will support all modes of transportation.

**IV. SUMMARY AND CONCLUSIONS**

Based upon the findings of this Applicant's Statement and the submitted exhibits, the applicant has demonstrated compliance with relevant sections of the Sweet Home Comprehensive Plan, City of Sweet Home Code of Ordinances, and the Oregon Statewide Planning Goals. Therefore, the applicant requests that the submitted applications be approved.

**VI. EXHIBITS**

**1. Application Forms**

**2. Property Deed**

**3. Preliminary Development Plans**

- Sheet P-1: Cover Sheet
- Sheet P-2: Existing Conditions Plan
- Sheet P-3: Aerial Photograph/Land Use Plan
- Sheet P-4: Preliminary Plat
- Sheet P-5: Preliminary Site Plan
- Sheet P-6: Preliminary Grading and Erosion Control Plan
- Sheet P-7: Preliminary Storm Drain Plan
- Sheet P-7A: Preliminary Storm Drain Basin Plan
- Sheet P-7B: Preliminary Storm Drain Details
- Sheet P-8: Sanitary Sewer and Water Plan
- Sheet P-9: 9<sup>th</sup> Avenue Frontage Plan
- Sheet P-10: Private Street A Plan (1+00 – 5+00)
- Sheet P-10A: Private Street A Plan (5+00 – 8+80)

**4. Preliminary Stormwater Report**

**5. Wetland Delineation Report and DSL Concurrence Letter**

**6. ODOT Rail Review of Proposed Project**





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

Date Received: 10.14.20  
 Date Complete: 10.27.20  
 File Number: ZMA 20-04  
 Map/Text Amendment Application Fee \$: \$1,030.00  
 Zoning Application Fee \$: \$1,030.00  
 Receipt #: 4067  
 Planning Commission Hearing Date: 12.07.20

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

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

**Applicant's Name:**  
 Good Faith Management, LLC  
**Applicant's Address:**  
 PO Box 41212, Eugene, OR 97404  
**Applicant's Phone and e-mail:**  
 541-520-1265, zoom97405@yahoo.com

**Property Owner:**  
 Same as Applicant  
**Owner's Address:**  
 \_\_\_\_\_  
**Owner's Phone and email:**  
 \_\_\_\_\_

**Comprehensive Plan Map or Zoning Map Amendment**

**Subject Property Address:**  
 9th Avenue (No Assigned Address)  
**Subject Property Assessor's Map and Tax Lot:**  
 Tax Lot 401 of Tax Map 1301E31BD  
**Subject Property Size:**  
 1.96 Acres  
**Current Zoning Classification**  
 C-2 (Highway Commercial)  
**Current Comprehensive Plan Classification:**  
 High Density Residential

**Purpose of Request**

To designate the site R-2 (High Density Residential) on the Zoning Map

**Zoning or Comprehensive Plan Text Amendment**

**Sections proposed to be changed:** N/A  
**Proposed language for change:** N/A Attach proposed text to this form.

**Purpose of Request**

N/A

**Submittal Requirements**

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request. I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.

**Applicant's Signature:**  
*Janis Vanags*

**Date:**  
 10/12/20

**Property Owner's Signature:**  
*Janis Vanags*

**Date:**  
 10/12/20

**SHMC 17.12.025 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:**

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

**17.80.040 CONDITIONAL USE CRITERIA.**

**The criteria that will be used in approving, approving with conditions, or denying an application, or to enlarge or alter a conditional use, will be based on findings with respect to each of the following standards and criteria.**

- A. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws.
- B. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering, but not limited to, the following:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> 1. Building size | <input type="checkbox"/> 6. Exhaust and emissions | <input type="checkbox"/> 11. Visibility                               |
| <input type="checkbox"/> 2. Parking       | <input type="checkbox"/> 7. Light and glare       | <input type="checkbox"/> 12. Safety                                   |
| <input type="checkbox"/> 3. Traffic       | <input type="checkbox"/> 8. Erosion               | <input type="checkbox"/> 13. Building, landscaping or street features |
| <input type="checkbox"/> 4. Noise         | <input type="checkbox"/> 9. Odor                  |   |
| <input type="checkbox"/> 5. Vibration     | <input type="checkbox"/> 10. Dust                 |   |

- C. 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.
- D. All required public facilities have adequate capacity, as determined by the city, to serve the proposed use.
- E. Home occupations must meet the following standards:
  - 1. The home occupation shall be secondary to the residential use.
  - 2. All aspects of the home occupation shall be contained and conducted within a completely enclosing building.
  - 3. No materials or mechanical equipment shall be used which are detrimental to residential use of the dwelling or nearby dwellings because of vibration, noise, dust, smoke, odor, interference with the electrical grid, radio or television reception or other similar factors.
  - 4. Vehicles related to the home occupation shall be parked in a manner so as to not block any driveway or impede the safe flow of traffic
- F. Marijuana facilities must be located in a fixed location. No temporary or mobile sites of any sort are allowed.
- G. Marijuana facilities may not have any drive up services.
- H. Marijuana facilities must be located at least 1,000 feet from the property boundary of any school.
- I. Marijuana facilities must be sited on a property so as to be at least 100 feet from the boundary of any residentially zoned property.



# REQUEST FOR COUNCIL ACTION

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**Title:** Vacant Building Ordinance

**Preferred Agenda:** November 24, 2020 (Introduction & First Reading)  
December 8, 2020 (Second Reading)  
January 12, 2021 (Third and Final Reading)

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

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

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

**Relevant Code/Policy:**

**Towards Council Goal:** Vision Statement, Aspiration V: Economically Strong Environment; Goal 4.2: Lead Economic Development Efforts

**Attachments:** Ordinance Bill No. 13 for 2020

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**Purpose of this RCA:**

The purpose of this RCA is to propose an ordinance regulating vacant commercial and industrial buildings.

**Background/Context:**

The City of Sweet Home suffers from a high number of vacant commercial and industrial buildings. While it can often be difficult to sell such properties or find a tenant, vacant buildings often fall into disrepair, become a target for vandalism or squatting, and generally bring down the appearance of the area. This condition makes it even harder to sell such properties or find good tenants.

At recent meetings, the City Council has identified the Vacant Building problem as a priority and indicated its desire to enact an ordinance that will improve the situation.

Staff has developed a draft ordinance that requires property owners to notify the City of vacant buildings, maintain their properties in watertight and secure condition, and have a local property manager assigned to the property. The ordinance also enrolls such properties into the Police Department's voluntary business watch program and allows the City to create a database of available properties.

Staff recommends that an ordinance not punish property owners for their buildings being vacant, which can often be out of their control. However, basic information and maintenance requirements can improve the situation.

**The Challenge/Problem:**

How does the City address the problem of vacant commercial and industrial buildings?

**Stakeholders:**

- Sweet Home Commercial and Industrial Property Owners – Property owners are responsible for the maintenance and management of their own properties.
- Sweet Home Residents – Residents deserve safe and well-kept commercial and industrial areas.
- Sweet Home Businesses – Local businesses benefit from well-maintained commercial and industrial building stock for their current and future operations.
- Sweet Home City Council – The City Council is responsible for adopting ordinances and policies that accomplish the City’s purposes and goals.

**Issues and Financial Impacts:**

While there are a large number of vacant buildings in the City, Staff believe that current personnel and resources can enforce this draft ordinance.

**Elements of a Stable Solution:**

A stable solution includes the adoption of an ordinance that collects information on vacant properties and holds property owners responsible for the condition of their properties.

**Update for December 8, 2020:**

The Ordinance has been updated as follows:

- Council included an additional requirement that roofing on vacant buildings be maintained in sound and watertight condition,
- During the discussion at the November 24<sup>th</sup> Council Meeting, Council indicated a desire for the definition of “Local” to be broadened so that Corvallis and Albany could be included, but this was neglected in the motion at that meeting. Staff has updated the ordinance to define “Local” to be within 40 miles of the building.
- During the discussion at the November 24<sup>th</sup> Council Meeting, Council indicated that inspections should only be required on a monthly basis, rather than twice monthly, but this was neglected in the motion at that meeting. Staff has updated the ordinance to require inspections only once a month.
- During consultations with the City Attorney, staff determined that a building being declared vacant after only 15 days was too strict and changed it to 30 days.
- Various clarifications in the language were made based on consultations with the City Attorney.

**Update for January 12, 2021**

Council made no requests for any changes. City Attorney Roberts Snyder suggested some minor modifications to make the ordinance clearer and more compatible with other existing ordinances, and these changes are highlighted in the attached document.

**Options: (January 12, 2021)**

1. Do Nothing – The Council could choose to do nothing at this time.
2. Approve Ordinance Bill No. 13 for 2020 as presented – Ordinance pertaining to the Registration, Maintenance, Safety, and Security of Vacant Commercial and Industrial Buildings will be read for the Third and Final reading by Title Only.
3. Approve Ordinance Bill No. 13 for 2020 with changes – The Council may choose to revise the ordinance or direct Staff to do so.
4. Direct Staff to Research Other Options – The Council may direct staff to research other ways to promote cooperation and information-sharing with local businesses.

**Recommendation:**

1. Staff recommends option 2: Approve Ordinance Bill No. 13 for 2020 as presented – Ordinance pertaining to the Registration, Maintenance, Safety, and Security of Vacant Commercial and Industrial Buildings will be read for the Third and Final reading by Title Only.

ORDINANCE BILL NO. 13 FOR 2020

ORDINANCE NO. \_\_\_\_

**SWEET HOME ORDINANCE PERTAINING TO THE REGISTRATION, MAINTENANCE, SAFETY, AND SECURITY OF VACANT ~~COMMERCIAL AND INDUSTRIAL BUILDINGS~~ IN COMMERCIAL AND INDUSTRIAL ZONES**

WHEREAS, the City of Sweet Home desires to preserve and protect the habitability and promote the productive use of real property in the City, and to protect the city from blight by requiring that vacant buildings in commercial and industrial ~~properties-zones~~ be adequately secured and maintained.

NOW THEREFORE,

The City of Sweet Home does Ordain as follows:

Section 1. Sweet Home Municipal Code Chapter 8.20 titled VACANT BUILDINGS IN COMMERCIAL AND INDUSTRIAL BUILDINGS-ZONES is created to read as follows:

§8.20.010 Purpose and Applicability.

This chapter is enacted for the purpose of preserving and protecting the habitability of ~~commercial and industrial~~ real property in the City's commercial and industrial zones, and the peaceable, safe, sanitary, and secure occupancy, and productive use of ~~commercial and industrial real property in the City~~ such real property. The provisions in this chapter shall apply only to buildings in commercial and industrial zones, according to the most recent City of Sweet Home zoning map.

§8.20.020 Definitions.

As used in this chapter, except where the context indicates otherwise, the following definitions apply:

"Abandoned building" means:

1. A building that is both vacant and subject to either pending judicial execution sale under ORS 18.901 et seq., or to nonjudicial foreclosure pursuant to ORS 86.752 et seq.; or
2. A building that is both vacant and subject to either a judicial execution sale under ORS 18.901 et seq., or nonjudicial foreclosure pursuant to ORS 86.752 et seq. where legal title is retained by the beneficiary(ies) of a foreclosed trust deed or was otherwise transferred to beneficiary(ies) pursuant to a deed in lieu of foreclosure.

"Building" means a site-built or manufactured structure, including mobile homes, built to the support, shelter or enclosure of persons, animals, chattels or property of any kind and having a fixed base on or fixed connection according to the uniform building code standards.

"Chief" means the chief of police of the Sweet Home police department, or designee.

"City Manager" means the City Manager of the City of Sweet Home, or designee.

"Code enforcement officer" means a code enforcement officer of the City of Sweet Home.

"Commercial building" means a nonresidential building constructed or used for purchasing, selling or conducting other transactions involving the handling or disposition of any article, substance, commodity or services for livelihood or profit, and places where commodities, services or merchandise are sold or agreements are made to furnish them.

"Foreclosed building" means a building upon real estate that an owner obtains as a result of:

1. Foreclosing a trust deed on the real estate;
2. Obtaining a judgment foreclosing a lien on the real estate;
3. Purchasing the real estate at a trustee's sale or a sheriff's sale; or
4. Accepting a deed to the real estate in lieu of foreclosure.

"Industrial building" means a nonresidential building constructed or used for manufacturing, processing, compounding, packaging or assembling of products.

"Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees, beneficiaries under trust deeds, vendors under conditional land sales contracts, trustees, and a successor in interest to any mortgagee, beneficiary, vendor, or trustee. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure.

"Local" means within ~~thirty-fourty~~ (34) miles of a building.

"Natural person" means a real human being, as opposed to a legal person, which may be a private or public organization.

"Owner" means any person holding or claiming to hold any legal title or interest in real property, including, but not limited to, a fee owner, a mortgagee in possession, a vendee under a land sale contract, or a beneficiary under a deed of trust.

"Person" means any natural person, association, partnership, or corporation, or other form of legal entity or entity in fact capable of owning or using property.

"Premises" means real estate, including that upon which a building is located or constructed, that is in the same ownership as the building, and that a reasonable person

would associate with ownership or use of the building when viewing the building and premises from outdoors. Where there is more than one building on premises, or where multiple buildings on premises are owned by different owners, the premises are common to each building. Premises are often, but not always, defined by tax lot lines or recorded legal descriptions.

"Real property" means any real property, including, but not limited to, lots, parcels, tracts, premises, buildings, houses, rooms, structures, or any separate part or portion thereof, whether temporary or permanent, and whether or not on the ground itself, and any conveyance or any part or portion thereof.

"Tenant" means a residential tenant as defined by the Oregon Residential Landlord and Tenant Act, and any other person, organization or business holding real property under the terms of a rental agreement.

"Vacant" means:

1. Lack of building habitation or use, or abandonment of habitation or use; or
2. Use of a building, either intermittent or continuous, by persons with no legal right to be present.

"Vacant building" means:

1. A building, or substantial portion thereof, that is unoccupied or has not actively been furnished and so used as a place of business, employment, residence, or other human activity, for more than ~~fifteen~~thirty (15/30) days. This includes manufactured structures and mobile homes, whether located in a mobile home park or not. A vacant building also includes any building under construction where no substantial work has taken place for more than sixty (60) days. "Vacant building" does not include a building designed for storage, intermittent or similar types of use, if such building is secure from unauthorized entry, in good repair, and does not otherwise constitute a nuisance; or
2. A building where one or more conditions is present, either singularly or in combination, that would lead a reasonable person to conclude that the building is vacant. Such conditions include, but are not limited to:
  - a. Overgrown or dead vegetation at the property;
  - b. Accumulation of newspapers, circulars, flyers, mail, or similar items;
  - c. Past due utility notices or disconnected utilities;
  - d. Accumulation of trash, junk, or debris;
  - e. Absence of furnishings or other items typically found inside a residential, industrial, or commercial building as the case may be;
  - f. Evidence of criminal mischief or criminal trespass; or
  - g. Statements or other evidence supplied by neighbors, delivery agents, passersby, or government employees, that the building is vacant
3. For the purposes of this ordinance, a building with an active building permit is not considered vacant.

§8.20.020 Registration.

- A. A building owner shall register the building with the City Recorder Manager, or designee, in the event:
1. Of an anticipated judicial foreclosure of the property, no earlier than the commencement of any of the actions described by ORS 18.904, 18.906, 18.908 ~~(2017)~~ and not later than the date first set for the execution sale described in ORS 18.930 ~~(2017)~~;
  2. Of an anticipated nonjudicial foreclosure of the property under ORS 86.752 et seq. ~~(2017)~~ not later than the date of service or mailing of the notice of sale described in ORS 86.764 ~~(2017)~~;
  3. That the owner becomes aware that the building is vacant, as defined in this chapter; or
  4. The owner receives written notice from the code enforcement officer that the code enforcement officer believes the building is a vacant building, abandoned building, or foreclosed building.
- B. Each registration shall be made on a form approved by the City Manager and shall contain, at a minimum:
1. If subsection A.1 or A.2 applies, then:
    - a. The name of the lender;
    - b. The address of the vacant building;
    - c. Legal description and tax parcel identification number of the property per the county assessor's records;
    - d. The date the property became vacant or the lender took legal possession;
    - e. The direct address of the lender and post office box, if applicable (post office boxes alone are not acceptable);
    - f. A direct contact name and telephone number for the lender;
    - g. If the lender does not reside in or have a business office in the City, then the name, mailing address, telephone number, and email address of a local individual or entity charged with responsibility by the trustee, mortgagee, or beneficiary, for ensuring compliance with the obligations imposed by this chapter; and
    - h. A person or entity appointed by the lender ~~who resides in or has a business office in the City~~, who is authorized to receive service of process, if applicable.
  2. If subsection A.3 applies, then:
    - a. The name of the owner(s);
    - b. The address of the vacant building;
    - c. Legal description and tax parcel identification number of the property per the county assessor's records;
    - d. The date the property became vacant or the owner took legal possession;
    - e. The direct address of the owner(s) and post office box, if applicable (post office boxes alone are not acceptable);
    - f. A direct contact name and telephone number for the owner(s);

- g. If the owner does not reside or have a principal office in the City, the name, mailing address, telephone number, and electronic mail address of a local agent for the owner(s).
- C. Each registration must be accompanied by a payment of a registration fee in an amount to be set by Council resolution.
- D. The City Recorder or designee shall maintain a list of registered buildings and deliver a copy thereof to the code enforcement officer upon request.
- E. The City Recorder or designee shall share all registration information with the Police Department, and all vacant properties shall be enrolled in the Police Department's Property Watch program.
- F. If ownership of a registered building changes, the registrant shall send notice of the change to the City Recorder within thirty (30) days of the change.
- G. The registration is valid for one year. The property owner or lender must secure a new registration annually if the property remains vacant.
- H. An owner or lender who has registered a property under this chapter must report any change of information contained in the registration to the City within 10 business days of the change, including but not limited to any change in ownership or designation of a responsible person.
- I. Properties subject to this chapter shall remain under the registration requirement as long as the property remains vacant.

§8.20.030 Maintenance.

- A. Every owner of an abandoned building, foreclosed building, or vacant building shall cause the building and premises to be maintained in a generally well-kept condition, at least consistent with conditions found on surrounding or nearby occupied property, and including all of the following:
  - 1. Ensuring that the condition of the subject property does not constitute a public nuisance or a chronic public nuisance as described by the code.
  - 2. Keeping the premises free of weeds, dead vegetation, graffiti, trash, accumulated newspapers, circulars, flyers, discarded personal items, and other items or conditions that would cause a reasonable person to suspect the building or real property is vacant or abandoned.
  - 3. Regular watering, irrigation, cutting, pruning, and mowing of the lawns and other vegetated areas of the subject real property and the removal of all trimming and debris resulting from such work.
  - 4. All fences and gates shall be maintained in sound condition and in good repair.
  - 5. Foundations, basements, cellars and crawlspaces shall be maintained in sound and watertight condition, adequate to support the building, and protected against the entry of rodents or other animals.
  - 6. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portions of the walls or the interior spaces, and shall be protected against the entry of rodents or other animals.

7. Exterior windows and doors shall be maintained in sound condition and good repair, with hardware for locking and the locking mechanism maintained in property functioning condition.

8. Any window which is broken, cracked, or missing glass or glazing shall be replaced and maintained in good repair.

8-9. Roofs shall be maintained in sound and watertight condition.

9-10. All graffiti shall be promptly covered or removed.

B. Compliance with this section does not relieve a person of any obligations imposed by state law, other sections of this code, or any covenants, conditions, and restrictions that apply to the building or premises. Where the conditions imposed by any provision of this title are less restrictive than comparable conditions imposed by any other provisions of this title chapter or any other ordinance, the provisions which are more restrictive shall govern.

#### §8.20.040 Security.

A. Every owner of an abandoned building, foreclosed building, or vacant building, shall cause the building to be secured (including closure and locking of windows, doors, gates and other opening(s) allowing access to the building) and thereafter maintained so as not to be accessible to unauthorized persons.

B. The owner shall post notice which provides, at a minimum, a direct contact name and a telephone number available twenty-four (24) hours a day for persons to report problems or concerns with the building or real property. The following standards apply to this notice:

1. The telephone number listed in the notice must:

- a. Be answered, or reasonably likely to be answered, by a human being during the hours of eight a.m. and five p.m., local time;
- b. Be connected to a voicemail system that records calls between the hours of five p.m. and eight a.m., local time, if no human is available to answer the phone; and
- c. Be a domestic number or a toll-free number but not an international number.

2. The notice must be placed on the interior of a window facing the street to the front of the property so the notice is easily decipherable from outside of the building. If no such area exists, then the posting must be placed on the exterior of the building in a location visible from the street to the front of the property. An exterior posting shall be constructed of and printed with weather-resistant materials.

3. The notice shall be printed in a typeface at least eighteen (18) points in size, and must list the name and contact information of the owner(s) or local individual or entity charged with complying with this chapter, along with the following phrases completed with the appropriate identification and contact information:

"THIS PROPERTY OWNED/MANAGED BY: \_\_\_\_\_."

"TO REPORT PROBLEMS OR CONCERNS CALL \_\_\_\_\_."

§8.20.050 Inspection.

- A. Every owner of an abandoned building, foreclosed building, or vacant building shall inspect the building and premises no less than ~~twice~~once monthly to verify the requirements of this chapter, and any other laws applicable to the building, are being met.
- B. The owner or agent inspecting the property shall record and present to the City Manager, code enforcement officer or designee (upon request) the dates of inspection in a form to be provided by the City.

§8.20.060 Local Presence or Property Management Required.

- A. If an owner or lender has no local presence, as defined in this chapter, that owner or lender shall contract with a local person or property management company in order to ensure compliance with this chapter.
- B. An 18-inch by 24-inch notice shall be posted by the owner or responsible person identifying a local direct contact name and 24-hour contact phone number for persons to report problems or concerns, and the posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street. If no such area exists, then the posting shall be placed on the exterior of the property in a location visible from the street to the front of the property. An exterior posting shall be constructed of and printed with weather resistant materials.
- C. If an owner fails to comply with the requirements of this chapter within fifteen (15) days after receiving notice that the Code Enforcement Officer believes that the property is vacant, then the owner(s) or lender(s) shall contract with a property management company, to perform the inspections outlined in SHMC §8.20.050 and verify that the maintenance and security requirements of SHMC §8.20.030 and SHMC §8.20.040 are being carried out.
- D. A property management company retained under this section must post the notice described in SHMC §8.20.040(B).
- E. Nothing in this chapter prevents a local owner(s) from contacting with a property management company to assist the owner in meeting the owner's responsibilities under this chapter.

§8.20.070 Additional Authority.

The code enforcement officer may require, with City Manager approval, an owner(s) or lender to implement any additional maintenance listed below:

- A. Installation and operation of additional security lighting;
- B. Increased frequency of property inspections; and
- C. Employment of an on-site security guard.
- D. Any other measures as may be reasonably required to prevent the decline of the property.

§8.20.080 Additional Remedies; Lien Against Real Property.

- A. In addition to other penalties or enforcement specified in this chapter, if a lender or owner(s) fails to register the building or premises as provided in this chapter, the code enforcement officer may give notice of such failure by certified mail. The notice shall:
  - 1. Be directed to all persons shown on the assessor's records or otherwise known to the City to be the owner(s);
  - 2. Refer to the real property involved with convenient certainty, a building's street address, if any, being sufficient; and
  - 3. Notify the owner to comply with the registration requirements in this chapter within fifteen (15) days of mailing.
- B. If a lender or owner(s) fails to maintain, inspect, or secure the building or premises as provided in this chapter, then notwithstanding whether the premises is registered, the code enforcement officer may give notice and abate such conditions as follows:
  - 1. Give written notice to the owner that includes the following:
    - a. A statement that the code enforcement officer has evaluated the building as being a vacant building pursuant to the definition of "vacant building" set forth in SHMC §8.20.020, along with a statement of the reasons why the building has been so evaluated;
    - b. A reference to the building with convenient certainty, a building's street address, if any, being sufficient;
    - c. Notice of the deficiency in maintenance, inspection, or security that has been observed, and direction to comply with the maintenance, inspection, and security requirements of this chapter within seventy-two (72) hours of the time described in subsection B.2.a;
    - d. Notice that if the condition is not corrected within seventy-two (72) hours, the City may cause the real property to be maintained, inspected, or secured, as provided in this chapter and will charge the costs to the lender or owner(s) and register the same on the City's lien docket against the real property. This subsection B.1.d constitutes the authority needed for the City to so maintain, inspect, or secure property to the standards of this chapter.
  - 2. A copy of the notice described in subsection B.1 must, at a minimum, be:
    - a. Posted to the front door of the building, or to that side of the building fronting the most well-traveled street adjacent to the building, with the date, time of day, and name of the person posting the notice written on the front of the document in permanent ink;
    - b. Mailed, at least ~~three~~five business days before abatement, to the owner or owners at their last-known mailing addresses on record with the Linn County Assessor's office on the date of posting or available from Title Company or other documents, by certified mail, no later than the date the real property is posted. If no mailing address is of record with the assessor's office or known to the City of Sweet Home~~police~~ at the time of posting, then a good

faith effort to locate an address for an owner or owners, conducted on or before the day the notice is posted, will satisfy this section.

3. The code enforcement officer shall make a good faith effort to locate the telephone number of the owner, and call the owner on the day notice is posted and give a person reasonably appearing to be meaningfully connected to the real property oral notice that the building has been evaluated as vacant and that there are seventy-two (72) hours to secure or maintain the building, as the case may warrant. Efforts to locate phone numbers and call the owner qualify as good faith if they are reasonable under the circumstances then existing.
  4. Notices mailed under subsection B.2.b must be placed in the mail three business days before commencement of City abatement activity under this chapter. For this purpose, a business day is any day except a Saturday, Sunday, or a legal holiday observed by the state of Oregon under ORS 187.010 and 187.020.
  5. If the building is registered with the City then the code enforcement officer must also send the notice required under subsection B.2.b to the lenders listed in the registration materials. The code enforcement officer will send this notice concurrently with the notice required under subsection B.2.b.
  6. If the building is not registered with the City, then the code enforcement officer may send a courtesy copy of the notice required under subsection B.2.b to one or more lenders if the lenders have an ownership interest in the property, as opposed to a mere security interest, and if the code enforcement officer has actual knowledge of the ownership interest on the day the code enforcement officer sends the owner notice under subsection B.2.b. This provision does not create or impose a duty on the code enforcement officer or any other City employee, official, or agent to receive or collect information about lenders or to send courtesy notice to a lender.
- C. Nothing in this section obligates the City to remedy the problem conditions alleged in the code enforcement officer's letter without charging the cost of such abatement as a lien against the real property on which the building is constructed. The total cost of such abatement, including but not limited to time of City employees or contractors, materials, expenses, overhead, and legal fees and costs, shall be included in such lien filing.
- D. The City Manager, at or near the time Council passes this vacant building ordinance or any amendment thereto, shall promulgate a press release that announces passage of the legislation. A press release is adequately promulgated under this section if it is directed to the media sources customarily contacted by the City Manager for distributing newsworthy City information. Failure of or disagreements about compliance with this subsection supply no defense in any action.

§8.20.090 Penalty.

- A. ~~Violation of this chapter constitutes a violation and Any person who violates any provision of this chapter~~ may be prosecuted and penalized under the provisions of SHMC Chapter 9.36 and any amendments thereto.
- B. Each day a violation is allowed to persist by a lender or owner(s) constitutes a separate ~~occurrence offense.~~
- C. In addition to any other remedy, the City may use the abatement procedures outlined in SHMC Chapter 8.04, Article II.
- D. The remedies, which include penalties herein provided for in this chapter or sections thereof, shall be cumulative and not exclusive and shall be in addition to any other remedies available to the City.

B.

#### §8.20.100 Duties Joint and Several.

Where a building or premises is owned by more than one person, any duty created by this chapter is joint and several as to all owners.

#### §8.20.110 Appeals.

- A. A lender or owner ~~who is required to implement additional maintenance or security measures as provided for in SHMC §8.20.070~~ shall have the right to appeal any obligation of this chapter, including any additional maintenance or security measures as provided for in SHMC §8.20.070. to the municipal court by filing a petition for a hearing before the court with the court clerk. Additionally, a lender or owner who has received a notice of abatement outlined in §8.20.080(B), may, within fifteen (15) days after mailing of such notice, may likewise appeal to the municipal court for relief by filing a petition.
  1. Such petition must include:
    - a. A copy of the code enforcement officer's notice;
    - b. Facts upon which petitioner relies for relief from the obligations of this chapter relative to the building or premises;
    - c. The petitioner's signature, telephone number, and mailing address. If a petitioner is not a natural person, a natural person must sign the petition on behalf of the petitioner and provide his or her mailing address and direct telephone number; and
    - d. The payment of a filing fee, if any is established by City Council from time to time for the petition.
  2. If the municipal court finds that strict compliance with this chapter would cause a real and unnecessary hardship upon the petitioner, then the court may relieve the petitioner of one or more obligations of this chapter.
  3. Filing a petition under this subsection does not:
    - a. Relieve an owner(s) or lender from complying with any requirement of this chapter, including requirements listed in posted or mailed notices;

- b. Stay City abatement of a building or premises under other City ordinances;
  - c. Require the City to reverse, cancel, or undo any abatement action or effort completed, planned, or in progress at the time the petition is filed; or
  - d. Avoid any abatement cost or lien, whether or not the cost or lien has been calculated or, if calculated, charged against real property.
4. Any relief granted under this section operates only upon an owner or lender listed as a petitioner.

Passed by the Council and approved by the Mayor this 12th day of \_\_\_\_\_, January, 20201.

Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Manager – Ex Officio City Recorder

**ORDINANCE BILL NO. 13 FOR 2020**

**ORDINANCE NO. 1292**

**SWEET HOME ORDINANCE PERTAINING TO THE REGISTRATION, MAINTENANCE, SAFETY, AND SECURITY OF VACANT BUILDINGS IN COMMERCIAL AND INDUSTRIAL ZONES**

WHEREAS, the City of Sweet Home desires to preserve and protect the habitability and promote the productive use of real property in the City, and to protect the city from blight by requiring that vacant buildings in commercial and industrial zones be adequately secured and maintained.

NOW THEREFORE,

The City of Sweet Home does Ordain as follows:

Section 1. Sweet Home Municipal Code Chapter 8.20 titled VACANT BUILDINGS IN COMMERCIAL AND INDUSTRIAL ZONES is created to read as follows:

§8.20.010 Purpose and Applicability.

This chapter is enacted for the purpose of preserving and protecting the habitability of real property in the City's commercial and industrial zones, and the peaceable, safe, sanitary, and secure occupancy, and productive use of such real property. The provisions in this chapter shall apply only to buildings in commercial and industrial zones, according to the most recent City of Sweet Home zoning map.

§8.20.020 Definitions.

As used in this chapter, except where the context indicates otherwise, the following definitions apply:

"Abandoned building" means:

1. A building that is both vacant and subject to either pending judicial execution sale under ORS 18.901 et seq., or to nonjudicial foreclosure pursuant to ORS 86.752 et seq.; or
2. A building that is both vacant and subject to either a judicial execution sale under ORS 18.901 et seq., or nonjudicial foreclosure pursuant to ORS 86.752 et seq. where legal title is retained by the beneficiary(ies) of a foreclosed trust deed or was otherwise transferred to beneficiary(ies) pursuant to a deed in lieu of foreclosure.

"Building" means a site-built or manufactured structure, including mobile homes, built to the support, shelter or enclosure of persons, animals, chattels or property of any kind

and having a fixed base on or fixed connection according to the uniform building code standards.

"Chief" means the chief of police of the Sweet Home police department, or designee.

"City Manager" means the City Manager of the City of Sweet Home, or designee.

"Code enforcement officer" means a code enforcement officer of the City of Sweet Home.

"Commercial building" means a nonresidential building constructed or used for purchasing, selling or conducting other transactions involving the handling or disposition of any article, substance, commodity or services for livelihood or profit, and places where commodities, services or merchandise are sold or agreements are made to furnish them.

"Foreclosed building" means a building upon real estate that an owner obtains as a result of:

1. Foreclosing a trust deed on the real estate;
2. Obtaining a judgment foreclosing a lien on the real estate;
3. Purchasing the real estate at a trustee's sale or a sheriff's sale; or
4. Accepting a deed to the real estate in lieu of foreclosure.

"Industrial building" means a nonresidential building constructed or used for manufacturing, processing, compounding, packaging or assembling of products.

"Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees, beneficiaries under trust deeds, vendors under conditional land sales contracts, trustees, and a successor in interest to any mortgagee, beneficiary, vendor, or trustee. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure.

"Local" means within forty (40) miles of a building.

"Natural person" means a real human being, as opposed to a legal person, which may be a private or public organization.

"Owner" means any person holding or claiming to hold any legal title or interest in real property, including, but not limited to, a fee owner, a mortgagee in possession, a vendee under a land sale contract, or a beneficiary under a deed of trust.

"Person" means any natural person, association, partnership, or corporation, or other form of legal entity or entity in fact capable of owning or using property.

"Premises" means real estate, including that upon which a building is located or constructed, that is in the same ownership as the building, and that a reasonable person would associate with ownership or use of the building when viewing the building and premises from outdoors. Where there is more than one building on premises, or where

multiple buildings on premises are owned by different owners, the premises are common to each building. Premises are often, but not always, defined by tax lot lines or recorded legal descriptions.

"Real property" means any real property, including, but not limited to, lots, parcels, tracts, premises, buildings, houses, rooms, structures, or any separate part or portion thereof, whether temporary or permanent, and whether or not on the ground itself, and any conveyance or any part or portion thereof.

"Tenant" means a residential tenant as defined by the Oregon Residential Landlord and Tenant Act, and any other person, organization or business holding real property under the terms of a rental agreement.

"Vacant" means:

1. Lack of building habitation or use, or abandonment of habitation or use; or
2. Use of a building, either intermittent or continuous, by persons with no legal right to be present.

"Vacant building" means:

1. A building, or substantial portion thereof, that is unoccupied or has not actively been furnished and so used as a place of business, employment, residence, or other human activity, for more than thirty (30) days. This includes manufactured structures and mobile homes, whether located in a mobile home park or not. A vacant building also includes any building under construction where no substantial work has taken place for more than sixty (60) days. "Vacant building" does not include a building designed for storage, intermittent or similar types of use, if such building is secure from unauthorized entry, in good repair, and does not otherwise constitute a nuisance; or
2. A building where one or more conditions is present, either singularly or in combination, that would lead a reasonable person to conclude that the building is vacant. Such conditions include, but are not limited to:
  - a. Overgrown or dead vegetation at the property;
  - b. Accumulation of newspapers, circulars, flyers, mail, or similar items;
  - c. Past due utility notices or disconnected utilities;
  - d. Accumulation of trash, junk, or debris;
  - e. Absence of furnishings or other items typically found inside a residential, industrial, or commercial building as the case may be;
  - f. Evidence of criminal mischief or criminal trespass; or
  - g. Statements or other evidence supplied by neighbors, delivery agents, passersby, or government employees, that the building is vacant
3. For the purposes of this ordinance, a building with an active building permit is not considered vacant.

#### §8.20.020 Registration.

- A. A building owner shall register the building with the City Manager, or designee, in the event:

1. Of an anticipated judicial foreclosure of the property, no earlier than the commencement of any of the actions described by ORS 18.904, 18.906, 18.908 and not later than the date first set for the execution sale described in ORS 18.930;
  2. Of an anticipated nonjudicial foreclosure of the property under ORS 86.752 et seq. not later than the date of service or mailing of the notice of sale described in ORS 86.764;
  3. That the owner becomes aware that the building is vacant, as defined in this chapter; or
  4. The owner receives written notice from the code enforcement officer that the code enforcement officer believes the building is a vacant building, abandoned building, or foreclosed building.
- B. Each registration shall be made on a form approved by the City Manager and shall contain, at a minimum:
1. If subsection A.1 or A.2 applies, then:
    - a. The name of the lender;
    - b. The address of the vacant building;
    - c. Legal description and tax parcel identification number of the property per the county assessor's records;
    - d. The date the property became vacant or the lender took legal possession;
    - e. The direct address of the lender and post office box, if applicable (post office boxes alone are not acceptable);
    - f. A direct contact name and telephone number for the lender;
    - g. If the lender does not reside in or have a business office in the City, then the name, mailing address, telephone number, and email address of a local individual or entity charged with responsibility by the trustee, mortgagee, or beneficiary, for ensuring compliance with the obligations imposed by this chapter; and
    - h. A person or entity appointed by the lender who is authorized to receive service of process, if applicable.
  2. If subsection A.3 applies, then:
    - a. The name of the owner(s);
    - b. The address of the vacant building;
    - c. Legal description and tax parcel identification number of the property per the county assessor's records;
    - d. The date the property became vacant or the owner took legal possession;
    - e. The direct address of the owner(s) and post office box, if applicable (post office boxes alone are not acceptable);
    - f. A direct contact name and telephone number for the owner(s);
    - g. If the owner does not reside or have a principal office in the City, the name, mailing address, telephone number, and electronic mail address of a local agent for the owner(s).
- C. Each registration must be accompanied by a payment of a registration fee in an amount to be set by Council resolution.

- D. The City Recorder or designee shall maintain a list of registered buildings and deliver a copy thereof to the code enforcement officer upon request.
- E. The City Recorder or designee shall share all registration information with the Police Department, and all vacant properties shall be enrolled in the Police Department's Property Watch program.
- F. If ownership of a registered building changes, the registrant shall send notice of the change to the City Recorder within thirty (30) days of the change.
- G. The registration is valid for one year. The property owner or lender must secure a new registration annually if the property remains vacant.
- H. An owner or lender who has registered a property under this chapter must report any change of information contained in the registration to the City within 10 business days of the change, including but not limited to any change in ownership or designation of a responsible person.
- I. Properties subject to this chapter shall remain under the registration requirement as long as the property remains vacant.

§8.20.030 Maintenance.

- A. Every owner of an abandoned building, foreclosed building, or vacant building shall cause the building and premises to be maintained in a generally well-kept condition, at least consistent with conditions found on surrounding or nearby occupied property, and including all of the following:
  - 1. Ensuring that the condition of the subject property does not constitute a public nuisance or a chronic public nuisance as described by the code.
  - 2. Keeping the premises free of weeds, dead vegetation, graffiti, trash, accumulated newspapers, circulars, flyers, discarded personal items, and other items or conditions that would cause a reasonable person to suspect the building or real property is vacant or abandoned.
  - 3. Regular watering, irrigation, cutting, pruning, and mowing of the lawns and other vegetated areas of the subject real property and the removal of all trimming and debris resulting from such work.
  - 4. All fences and gates shall be maintained in sound condition and in good repair.
  - 5. Foundations, basements, cellars and crawlspaces shall be maintained in sound and watertight condition, adequate to support the building, and protected against the entry of rodents or other animals.
  - 6. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other condition which might admit rain or dampness to the interior portions of the walls or the interior spaces, and shall be protected against the entry of rodents or other animals.
  - 7. Exterior windows and doors shall be maintained in sound condition and good repair, with hardware for locking and the locking mechanism maintained in property functioning condition.
  - 8. Any window which is broken, cracked, or missing glass or glazing shall be replaced and maintained in good repair.
  - 9. Roofs shall be maintained in sound and watertight condition.
  - 10. All graffiti shall be promptly covered or removed.

- B. Compliance with this section does not relieve a person of any obligations imposed by state law, other sections of this code, or any covenants, conditions, and restrictions that apply to the building or premises. Where the conditions imposed by any provision of this title are less restrictive than comparable conditions imposed by any other provisions of this chapter or any other ordinance, the provisions which are more restrictive shall govern.

§8.20.040 Security.

- A. Every owner of an abandoned building, foreclosed building, or vacant building, shall cause the building to be secured (including closure and locking of windows, doors, gates and other opening(s) allowing access to the building) and thereafter maintained so as not to be accessible to unauthorized persons.
- B. The owner shall post notice which provides, at a minimum, a direct contact name and a telephone number available twenty-four (24) hours a day for persons to report problems or concerns with the building or real property. The following standards apply to this notice:
  - 1. The telephone number listed in the notice must:
    - a. Be answered, or reasonably likely to be answered, by a human being during the hours of eight a.m. and five p.m., local time;
    - b. Be connected to a voicemail system that records calls between the hours of five p.m. and eight a.m., local time, if no human is available to answer the phone; and
    - c. Be a domestic number or a toll-free number but not an international number.
  - 2. The notice must be placed on the interior of a window facing the street to the front of the property so the notice is easily decipherable from outside of the building. If no such area exists, then the posting must be placed on the exterior of the building in a location visible from the street to the front of the property. An exterior posting shall be constructed of and printed with weather-resistant materials.
  - 3. The notice shall be printed in a typeface at least eighteen (18) points in size, and must list the name and contact information of the owner(s) or local individual or entity charged with complying with this chapter, along with the following phrases completed with the appropriate identification and contact information:

"THIS PROPERTY OWNED/MANAGED BY: \_\_\_\_\_."

"TO REPORT PROBLEMS OR CONCERNS CALL \_\_\_\_\_."

§8.20.050 Inspection.

- A. Every owner of an abandoned building, foreclosed building, or vacant building shall inspect the building and premises no less than once monthly to verify the requirements of this chapter, and any other laws applicable to the building, are being met.

- B. The owner or agent inspecting the property shall record and present to the City Manager, code enforcement officer or designee (upon request) the dates of inspection in a form to be provided by the City.

§8.20.060 Local Presence or Property Management Required.

- A. If an owner or lender has no local presence, as defined in this chapter, that owner or lender shall contract with a local person or property management company in order to ensure compliance with this chapter.
- B. An 18-inch by 24-inch notice shall be posted by the owner or responsible person identifying a local direct contact name and 24-hour contact phone number for persons to report problems or concerns, and the posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street. If no such area exists, then the posting shall be placed on the exterior of the property in a location visible from the street to the front of the property. An exterior posting shall be constructed of and printed with weather resistant materials.
- C. If an owner fails to comply with the requirements of this chapter within fifteen (15) days after receiving notice that the Code Enforcement Officer believes that the property is vacant, then the owner(s) or lender(s) shall contract with a property management company, to perform the inspections outlined in SHMC §8.20.050 and verify that the maintenance and security requirements of SHMC §8.20.030 and SHMC §8.20.040 are being carried out.
- D. A property management company retained under this section must post the notice described in SHMC §8.20.040(B).
- E. Nothing in this chapter prevents a local owner(s) from contacting with a property management company to assist the owner in meeting the owner's responsibilities under this chapter.

§8.20.070 Additional Authority.

The code enforcement officer may require, with City Manager approval, an owner(s) or lender to implement any additional maintenance listed below:

- A. Installation and operation of additional security lighting;
- B. Increased frequency of property inspections; and
- C. Employment of an on-site security guard.
- D. Any other measures as may be reasonably required to prevent the decline of the property.

§8.20.080 Additional Remedies; Lien Against Real Property.

- A. In addition to other penalties or enforcement specified in this chapter, if a lender or owner(s) fails to register the building or premises as provided in this chapter, the code enforcement officer may give notice of such failure by certified mail. The notice shall:

1. Be directed to all persons shown on the assessor's records or otherwise known to the City to be the owner(s);
  2. Refer to the real property involved with convenient certainty, a building's street address, if any, being sufficient; and
  3. Notify the owner to comply with the registration requirements in this chapter within fifteen (15) days of mailing.
- B. If a lender or owner(s) fails to maintain, inspect, or secure the building or premises as provided in this chapter, then notwithstanding whether the premises is registered, the code enforcement officer may give notice and abate such conditions as follows:
1. Give written notice to the owner that includes the following:
    - a. A statement that the code enforcement officer has evaluated the building as being a vacant building pursuant to the definition of "vacant building" set forth in SHMC §8.20.020, along with a statement of the reasons why the building has been so evaluated;
    - b. A reference to the building with convenient certainty, a building's street address, if any, being sufficient;
    - c. Notice of the deficiency in maintenance, inspection, or security that has been observed, and direction to comply with the maintenance, inspection, and security requirements of this chapter within seventy-two (72) hours of the time described in subsection B.2.a;
    - d. Notice that if the condition is not corrected within seventy-two (72) hours, the City may cause the real property to be maintained, inspected, or secured, as provided in this chapter and will charge the costs to the lender or owner(s) and register the same on the City's lien docket against the real property. This subsection B.1.d constitutes the authority needed for the City to so maintain, inspect, or secure property to the standards of this chapter.
  2. A copy of the notice described in subsection B.1 must, at a minimum, be:
    - a. Posted to the front door of the building, or to that side of the building fronting the most well-traveled street adjacent to the building, with the date, time of day, and name of the person posting the notice written on the front of the document in permanent ink;
    - b. Mailed, at least five business days before abatement, to the owner or owners at their last-known mailing addresses on record with the Linn County Assessor's office on the date of posting or available from Title Company or other documents, by certified mail, no later than the date the real property is posted. If no mailing address is of record with the assessor's office or known to the City of Sweet Home at the time of posting, then a good faith effort to locate an address for an owner or owners, conducted on or before the day the notice is posted, will satisfy this section.
  3. The code enforcement officer shall make a good faith effort to locate the telephone number of the owner, and call the owner on the day notice is posted and give a person reasonably appearing to be meaningfully

connected to the real property oral notice that the building has been evaluated as vacant and that there are seventy-two (72) hours to secure or maintain the building, as the case may warrant. Efforts to locate phone numbers and call the owner qualify as good faith if they are reasonable under the circumstances then existing.

4. Notices mailed under subsection B.2.b must be placed in the mail three business days before commencement of City abatement activity under this chapter. For this purpose, a business day is any day except a Saturday, Sunday, or a legal holiday observed by the state of Oregon under ORS 187.010 and 187.020.
  5. If the building is registered with the City then the code enforcement officer must also send the notice required under subsection B.2.b to the lenders listed in the registration materials. The code enforcement officer will send this notice concurrently with the notice required under subsection B.2.b.
  6. If the building is not registered with the City, then the code enforcement officer may send a courtesy copy of the notice required under subsection B.2.b to one or more lenders if the lenders have an ownership interest in the property, as opposed to a mere security interest, and if the code enforcement officer has actual knowledge of the ownership interest on the day the code enforcement officer sends the owner notice under subsection B.2.b. This provision does not create or impose a duty on the code enforcement officer or any other City employee, official, or agent to receive or collect information about lenders or to send courtesy notice to a lender.
- C. Nothing in this section obligates the City to remedy the problem conditions alleged in the code enforcement officer's letter without charging the cost of such abatement as a lien against the real property on which the building is constructed. The total cost of such abatement, including but not limited to time of City employees or contractors, materials, expenses, overhead, and legal fees and costs, shall be included in such lien filing.
- D. The City Manager, at or near the time Council passes this vacant building ordinance or any amendment thereto, shall promulgate a press release that announces passage of the legislation. A press release is adequately promulgated under this section if it is directed to the media sources customarily contacted by the City Manager for distributing newsworthy City information. Failure of or disagreements about compliance with this subsection supply no defense in any action.

#### §8.20.090 Penalty.

- A. Violation of this chapter constitutes a violation and may be prosecuted and penalized under the provisions of SHMC Chapter 9.36 and any amendments thereto.
- B. Each day a violation is allowed to persist by a lender or owner(s) constitutes a separate offense.
- C. In addition to any other remedy, the City may use the abatement procedures outlined in SHMC Chapter 8.04, Article II.

- D. The remedies, which include penalties herein provided for in this chapter or sections thereof, shall be cumulative and not exclusive and shall be in addition to any other remedies available to the City.

#### §8.20.100 Duties Joint and Several.

Where a building or premises is owned by more than one person, any duty created by this chapter is joint and several as to all owners.

#### §8.20.110 Appeals.

- A. A lender or owner shall have the right to appeal any obligation of this chapter, including any additional maintenance or security measures as provided for in SHMC §8.20.070, to the municipal court by filing a petition for a hearing before the court with the court clerk. Additionally, a lender or owner who has received a notice of abatement outlined in §8.20.080(B), may, within fifteen (15) days after mailing of such notice, may likewise appeal to the municipal court for relief by filing a petition.
  - 1. Such petition must include:
    - a. A copy of the code enforcement officer's notice;
    - b. Facts upon which petitioner relies for relief from the obligations of this chapter relative to the building or premises;
    - c. The petitioner's signature, telephone number, and mailing address. If a petitioner is not a natural person, a natural person must sign the petition on behalf of the petitioner and provide his or her mailing address and direct telephone number; and
    - d. The payment of a filing fee, if any is established by City Council from time to time for the petition.
  - 2. If the municipal court finds that strict compliance with this chapter would cause a real and unnecessary hardship upon the petitioner, then the court may relieve the petitioner of one or more obligations of this chapter.
  - 3. Filing a petition under this subsection does not:
    - a. Relieve an owner(s) or lender from complying with any requirement of this chapter, including requirements listed in posted or mailed notices;
    - b. Stay City abatement of a building or premises under other City ordinances;
    - c. Require the City to reverse, cancel, or undo any abatement action or effort completed, planned, or in progress at the time the petition is filed; or
    - d. Avoid any abatement cost or lien, whether or not the cost or lien has been calculated or, if calculated, charged against real property.

4. Any relief granted under this section operates only upon an owner or lender listed as a petitioner.

Passed by the Council and approved by the Mayor this 12<sup>th</sup> day of January, 2021.

Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Manager – Ex Officio City Recorder



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

Sweet Home Public Library

*Statistics*

|                                 | Nov, 2020 | Dec, 2020 | 2020 YTD  | 2019       | 3 YR AVG      |
|---------------------------------|-----------|-----------|-----------|------------|---------------|
| <b>Patron Activity</b>          |           |           |           |            |               |
| OPAC Logins                     | 243       | 286       | 1913      | 3229       | 2808          |
| SIP2 Logins                     | 582       | 576       | 5695      | 5069       | 4703          |
|                                 |           |           |           |            |               |
| <b>Circulation and Renewals</b> |           |           |           |            |               |
| Checkouts                       | 2808      | 2282      | 26598     | 41328      | 41687         |
| Renewals by Staff               | 248       | 473       | 2218      | 5581       | 7469          |
| Renewals by OPAC                | 245       | 250       | 1133      | 2973       | 2824          |
|                                 |           |           |           |            |               |
| <b>Holds Requested</b>          |           |           |           |            |               |
| Holds by Staff                  | 126       | 130       | 1015      | 1629       | 1546          |
| Holds by OPAC                   | 156       | 172       | 1241      | 1720       | 1547          |
|                                 |           |           |           |            |               |
| <b>Monthly Active Patrons</b>   | 1985      | 1958      | 2141      | 2375       | 2431          |
|                                 |           |           |           |            |               |
| <b>New Patrons</b>              |           |           |           |            |               |
| Resident                        | 4         | 10        | 79        | 409        | 465           |
| Nonresident                     | 1         | 0         | 12        | 71         | 54            |
|                                 |           |           |           |            |               |
| <b>Item Counts</b>              | 35774     | 35836     | 35596     | 35973      | 35348         |
|                                 |           |           |           |            |               |
| <b>Public Access Computers</b>  |           |           |           |            |               |
| Logins                          | 66        | 75        | 1947      | 5425       | 5256          |
| Pages Printed                   | 361       | 473       | 4209      | 10636      | 5075          |
|                                 |           |           |           |            |               |
| <b>Resource Sharing Savings</b> | \$1807.22 | \$2454.40 | \$8206.95 | \$35213.57 | Not available |

## *Events*

The Library received a grant from the State Library for our 2021 summer reading program in the amount of \$1,380.00.

As this is my final report to you, the City Council, I would like to say thank you.

# MEMORANDUM



TO: City Council  
Ray Towry, City Manager  
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: January 12, 2021

SUBJECT: Community and Economic Development Department Report for December, 2020

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from December 1<sup>st</sup>, to December 31<sup>st</sup>, 2020.

## 1. BUILDING

- Summary of Building Program Permits Issued.

| Permit Category                         | December, 2020      | November, 2020      | 2020 YTD               | 2019 Total             | 2015-2019 Annual Average |
|---|---------------------|---------------------|------------------------|------------------------|--------------------------|
| Residential 1 and 2 Family Dwellings    | 1                   | 2                   | 22                     | 31                     | 33.2                     |
| Residential Demolition                  | 0                   | 1                   | 7                      | 8                      | 7.2                      |
| Residential Manufactured Dwellings      | 2                   | 0                   | 7                      | 17                     | 13.6                     |
| Residential Mechanical Permits          | 7                   | 5                   | 93                     | 116                    | 100.8                    |
| Residential Plumbing                    | 3                   | 3                   | 27                     | 38                     | 35                       |
| Residential Site Development            | 0                   | 0                   | 0                      | 1                      | 1.6                      |
| Residential Structural                  | 5                   | 4                   | 55                     | 54                     | 41.8                     |
| Commercial Alarm or Suppression Systems | 0                   | 1                   | 2                      | 2                      | 1.0                      |
| Commercial Demolition                   | 0                   | 1                   | 4                      | 3                      | 2.4                      |
| Commercial Mechanical                   | 0                   | 0                   | 17                     | 18                     | 14.6                     |
| Commercial Plumbing                     | 0                   | 0                   | 9                      | 15                     | 11.6                     |
| Commercial Site Development             | 0                   | 0                   | 2                      | 0                      | 2.8                      |
| Commercial Structural                   | 2                   | 2                   | 29                     | 50                     | 44.0                     |
| <b>Total Permits</b>                    | <b>20</b>           | <b>19</b>           | <b>274</b>             | <b>353</b>             | <b>309.6</b>             |
| <b>Value Estimate of All Permits</b>    | <b>\$491,286.64</b> | <b>\$724,538.44</b> | <b>\$15,074,659.04</b> | <b>\$24,458,766.87</b> | <b>\$14,266,780.27</b>   |
| <b>Fees Collected</b>                   | <b>\$6,969.31</b>   | <b>\$11,627.30</b>  | <b>\$212,454.67</b>    | <b>\$298,099.90</b>    | <b>\$201,486.98</b>      |

## 2. PLANNING

- Summary of Planning Division Applications Approved:

| Application Type                | December, 2020 | November, 2020 | 2020 YTD | 2019 Total | 2015-2019 Annual Average |
|---------------------------------|----------------|----------------|----------|------------|--------------------------|
| Annexations                     | 0              | 0              | 1        | 0          | 0.2                      |
| Code Amendments                 | 0              | 0              | 1        | 1          | 0.2                      |
| Conditional Use                 | 0              | 1              | 5        | 7          | 5.2                      |
| Partition                       | 2              | 0              | 10       | 10         | 4.2                      |
| Planned Development/Subdivision | 1              | 0              | 2        | 1          | 0.6                      |
| Property Line Adjustments       | 0              | 4              | 16       | 7          | 3.4                      |
| Vacation                        | 0              | 0              | 0        | 0          | 0.4                      |
| Variance                        | 0              | 0              | 1        | 6          | 4.0                      |
| Zoning Map Amendment            | 0              | 0              | 4        | 0          | 0.6                      |

- 4 land use applications were submitted in December.
- 8 Land Use Applications are pending final approval.
- 2 Fence Permits were issued in December.
- The overhaul of development code portions of the Sweet Home Municipal Code (SHMC) is progressing as planned. Staff has reviewed early drafts, and our consultants are preparing the next draft, which will then be presented to the Planning Commission.
- The City has received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. We will be meeting with ODOT in the next couple of months to work out an Intergovernmental Agreement, draft the Scope of Work, and hire a consultant.
- The next Planning Commission meeting is scheduled for February 1, 2021.

## 3. ECONOMIC DEVELOPMENT

- Staff received two submissions in response to the City's Request for Proposals for a Downtown Streetscape and Parking Plan. Staff evaluated and scored the submissions, and Dougherty Landscape Architects (DLA) received the highest score. Staff has negotiated a scope of work and contract with DLA for the work, and will bring it before the Council at the January 12<sup>th</sup> meeting.
- Staff is modifying the CEIP Program based on your feedback, and will have a new draft of the program documents presented at the January 12<sup>th</sup> meeting.
- Staff is continuing to support our local businesses during the Coronavirus Pandemic. Efforts have focused on making sure that businesses know of state and federal programs that can help them and researching how we can fill in the gaps. Recently, the City was able to obtain a shipment of Personal Protective Equipment from the State for distribution to businesses at no charge.
- Work on a property partition and right-of-way width change for 24<sup>th</sup> Ave is on hold pending a No Further Action (NFA) designation by DEQ. This is part of a comprehensive 24<sup>th</sup> Avenue Corridor Improvement Project. Staff has finalized the agreement with the adjacent property owners and is ready to bring forward a Request for Council Action to approve the partition application and adopt a resolution to swap the land, however, the project has been stalled due to the other party's concerns about liability for any additional environmental cleanup. Staff contacted Weyerhaeuser about the issue, and they got to work and submitted

additional reports to DEQ. Staff at DEQ have stated that an NFA is imminent, but continue to delay the process. Once the NFA is finally granted, the adjacent property owners will conduct their own legal review, and agree to move forward with the swap.

- Staff has submitted an application to ODOT for a Rail Crossing at 24<sup>th</sup> Avenue. Meetings with Albany & Eastern Railroad have been positive, and they have provided a letter of support that was included with the application. Linn County has provided a letter of support committing to additional ROW dedication and agreeing to the crossing. ODOT assigned a property manager, and has reviewed the request and suggested modifications. Staff is now updating the application files, and will be finished before the end of the month. We will then meet with the Railroad and ODOT to discuss any remaining obstacles.
- We continue to try to work with Linn County to develop a plan for the old Weyerhaeuser mill site. The remaining cleanup looks positive, and it is possible that it could be completed soon, however, some pollutants will be left in place, and would require a management plan that ensures that the ponds and the associated sediment are not disturbed. Staff has stayed in contact with DEQ regarding the cleanup efforts.

#### 4. CODE ENFORCEMENT

- Summary of Actions.
  - CE currently has 24 open cases.

| Case Status                              | December, 2020 | November, 2020 | 2020 YTD | 2019 Total | 2018-2019 Annual Average |
|--|----------------|----------------|----------|------------|--------------------------|
| New Complaints                           | 10             | 22             | 76       | 0          | 0                        |
| In Progress—Investigating                | 8              | 2              | 8        | 5          | 5                        |
| Violations Resolved                      | 12             | 24             | 195      | 481        | 392                      |
| Complaints Noted with No Violation Found | 4              | 3              | 17       | 37         | 29                       |
| Citations                                | 1              | 0              | 5        | 0          | 0                        |
| Abatements                               | 0              | 0              | 0        | 0          | 0                        |
| Enforcement Type                         | December, 2020 | November, 2020 | 2020 YTD | 2019 Total | 2018-2019 Annual Average |
| Animal                                   | 5              | 8              | 49       | 63         | 51                       |
| Blight                                   | 0              | 0              | 1        | 2          | 1                        |
| Illegal Burn                             | 0              | 0              | 0        | 1          | 3                        |
| Illegal Dumping                          | 0              | 0              | 0        | 0          | 1                        |
| Illegal Parking                          | 1              | 1              | 24       | 4          | 2                        |
| Illegal Sign                             | 1              | 4              | 6        | 2          | 2                        |
| Graffiti                                 | 0              | 0              | 0        | 1          | 1                        |
| Junk/Abandoned Vehicle                   | 2              | 0              | 8        | 16         | 12                       |
| Minimum Housing                          | 1              | 2              | 4        | 8          | 4.5                      |
| Occupying an RV                          | 4              | 3              | 50       | 59         | 46                       |
| Open Storage                             | 13             | 19             | 84       | 91         | 77                       |
| Other                                    | 0              | 2              | 7        | 18         | 32.5                     |
| Public Nuisance                          | 9              | 15             | 103      | 56         | 37                       |
| Public Right-of-way                      | 0              | 0              | 13       | 36         | 18                       |
| Tall Grass & Weeds                       | 3              | 0              | 161      | 161        | 132.5                    |
| Vacant Lot                               | 0              | 0              | 0        | 0          | 0.5                      |

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

#### 5. PARKS

- The Park and Tree Committee will meet next on January 20<sup>th</sup>, 2020.
- The Sweetheart Run is coming up on Saturday, February 13<sup>th</sup>, 2021. Staff and volunteers are busy seeking funding and planning the event. The next planning meeting will be held in mid-January.
- Construction of Sankey Park Improvements is continuing. Excavating for the path base, and water, power and control lines has begun. Construction on the play structures has been completed, as well as much of the lighting installation. The first phase of concrete has been completed, and the remaining concrete work continues. Work on the asphalt paths, remaining electrical and irrigation lines is currently on hold due to weather.

## 6. OTHER PROJECTS

- Staff has worked with the School District to submit two Safe Routes to Schools grant applications to ODOT for a pedestrian beacon on Hwy 228 at 2<sup>nd</sup> Avenue, and Sidewalks on Mountain View Road and 18<sup>th</sup> Avenue related to the Junior High School improvements. While the sidewalk project was denied, a grant for the pedestrian beacon was approved. This project requires no other work from the City until ODOT finishes construction and seeks an Intergovernmental Agreement with the City for maintenance of the improvements.
- Preliminary work on the 18<sup>th</sup> Ave & Willow St Neighborhood Water LID (Proposed) continues. Staff has developed a draft of the LID scope, costs, and allocation to individual lots for the water system, and estimates for street improvements. Staff has begun working with the City Attorney on the operation details of an LID with Council procedures, confirmation of ownership, cost assessments, and areas to be served. An option to consider is an expanded area at the east end of Willow Street encompassing 18 more lots. This would spread the cost of construction across the added properties reducing all in turn. An additional LID for construction of standard urban streets and sidewalks is being developed on the Willow Street neighborhood, along with additional neighborhood options of the adjacent roadways of Vine, Ulex and Tamarack Streets.
- The Council has authorized ownership of the sculpture in the ODOT right-of-way near the East Linn Museum, and we have received a proposed Intergovernmental Agreement from ODOT. However, Citizens have come forward seeking to add a roofed structure over the artwork to protect it from the weather. Staff is working with ODOT to modify the IGA in order to allow the construction of a roofed structure. Staff inquired to learn if City acquisition of the property was a possibility. Initially, ODOT informed us that such action was not a possibility. However, after additional follow-up, ODOT is indicating that a right-of-way vacation is possible, which would add some of the property to the East Linn Museum property. Staff expects that ODOT will send a modified agreement by the end of January.
- The property line adjustment for the east property line at the NCH is finally COMPLETED. The Council approved an agreement with the adjacent owner, a survey was completed, and the adjacent property owner's mortgage holder approved the change. The transaction has now been recorded with Linn County.
- The ODOT Foster Lake Sidewalk Project: Budgetary constraints have required that the project be limited to one side (the north) of US 20. The new scope also removes the section underneath the railroad bridge, and calls for a soft-surface path in that location to be constructed by the City. Construction has been delayed until 2022, but engineering work is continuing this year.
- The CEDD systems analysis is ongoing. This project will "map" out all department processes so that efficiencies can be identified, delays can be removed, and operations can be made easier for both customers and staff. These process maps will be documented for staff continuity and to share with other departments.

# MEMORANDUM



TO: Ray Towry, City Manager  
 FROM: Greg Springman, Public Works Director  
 DATE: January 12, 2020  
 SUBJECT: Public Works Activities Report – December 2020

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

| Work Type                          | December, 2020 | November, 2020 | 2020 YTD    | 2019        | 2 Yr Avg*   |
|------------------------------------|----------------|----------------|-------------|-------------|-------------|
| Bathrooms/Garbage                  | 38             | 56             | 551         | 742         | 524         |
| Catch Basin Inspection/cleaning    | 0              | 0              | 48          | 31          | 268         |
| Leaf Collection                    | 123            | 11             | 135.5       | 223         | 202         |
| Hydrant Flushing                   | 0              | 0              | 245         | 303         | 236         |
| Locates                            | 17             | 45             | 480         | 448         | 281         |
| Meter Re-Read                      | 52             | 67             | 731         | 441         | 317         |
| Mowing                             | 1              | 3              | 82          | 129         | 114         |
| Playground EQ Inspection           | 2              | 0              | 21          | 98          | 73          |
| Pothole Repair                     | 10             | 28             | 548         | 609         | 406         |
| Sewer CCTV Miles                   | 0.27           | 0              | 5.71        | 1.59        | 0.99        |
| Street Sweeping Miles              | 100            | 45             | 2086        | 4142        | 3540        |
| Water Main Repair                  | 0              | 1              | 5           | 15          | 17          |
| Water Service Repair               | 0              | 2              | 18          | 31          | 22          |
| Water Turn Ons/Offs                | 53             | 71             | 859         | 1040        | 779         |
| <b>Total Completed Word Orders</b> | <b>521</b>     | <b>475</b>     | <b>7391</b> | <b>8571</b> | <b>6242</b> |

\* Not full 2 year average as 2018 is partial year

**WWTP and WTP Key Performance Indicators (KPIs)**

|                        | November, 2020 | October, 2020 | 2020 YTD | 2019   | 5 Yr Ave |
|------------------------|----------------|---------------|----------|--------|----------|
| <b>Potable</b>         |                |               |          |        |          |
| MG Treated             | 22.23          | 22.53         | 313.16   | 444.48 | 434.89   |
| Backwash Water in MG   | 1.17           | 1.39          | 12.98    | 22.90  | 13.50    |
| Ave daily demand in MG | 0.77           | 0.73          | 0.95     | 1.21   | 1.17     |
| <b>Sanitary</b>        |                |               |          |        |          |
| MG Treated             | 51.49          | 28.77         | 509.98   | 547.14 | 559.36   |
| Max Daily Flow in MG   | 3.02           | 1.6           | 5.11     | 7.30   | 6.02     |
| Average Flow in MG     | 1.72           | 0.93          | 1.53     | 1.50   | 1.53     |

MG is Million  
 \* Gallons  
 \*\* ND is No Data

Notes: No water quality exceedances reported for the month of November

**Current & Upcoming Projects**

**Treatment Facilities – In House Operations**

**Scope:** Council voted to resume City operated treatment facilities.

**Status:** Proposed transfer on July1, 2021.

**Wastewater Treatment Plant Improvement Project**

**Scope:** Upgrades to equipment & processes for DEQ Compliance

**Status:** Project on schedule. WWTP Final design commenced in August, 2019. WWTP Improvement Project is at the 60% design completion. Staff completed Value Engineering study with Keller Associates. DEQ project review meeting will be scheduled for February 2021.

**Water Loss**

**Scope:** Staff will continue to identify water leaks throughout the 54 miles of water distribution system.

**Status:** PW staff submitted updated Water Loss Charts to Council in November, 2020, projecting current water loss below 11%.

**Radar Speed Signs**

**Scope:** Purchase 6 radar speed signs throughout the community.

**Status:** Permits applications has been submitted to ODOT for multiple location along State Highway 20 and Highway 228. Currently waiting on ODOT final review for permits.

## Sankey Park Improvements

**Scope:** Install new paths, lighting, and playground equipment.

**Status:** Playground equipment installation was completed week of June 29, 2020. Concrete sidewalks/paths are at 50% completion. Lights are at 50% completion. Additional concrete work will occur as weather allows.

## 2020 Overlay Project

**Scope:** 29<sup>th</sup> Avenue Chip Seal

**Status:** Project completed.

## Water Distribution System Evaluation – Murraysmith

**Scope:** Murraysmith will perform a hydraulic water model of the water distribution system to pinpoint operations deficiencies and develop a plan to mitigate water system deficiencies.

**Status:** City staff purchased water modeling software, which Murraysmith to hydraulically model the water distribution system. Project currently in progress awaiting results from staff.

## System Development Charges (SDCs) – Murraysmith

**Scope:** Provide an update to the current water and sewer system development charges (SDCs) and establish new transportation, parks, and stormwater SDCs based on current capital improvement plans. Council Workshop presentation took place on July 28, 2020.

**Status:** Actively in progress. Council reviewed mythology in November 2020. 90 days notices were published on November 9, 2020. Hearing date set for February 9, 2021.

## Backwash Pump Evaluation – West Yost

**Scope:** Evaluate feasibility of adding a backwash pump and using clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

**Status:** In design with West Yost.

## Finished Water Pump Evaluation – West Yost

**Scope:** Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in the WTP's clearwell reservoir to help facilitate backwash pumping, and maintain distribution system pressures.

**Status:** In design with West Yost.

## WTP Disinfection Evaluation – The Automation Group (TAG) (sub from West Yost)

**Scope:** Murraysmith will perform a hydraulic water model of the water distribution system to pinpoint operations deficiencies and develop a plan to mitigate water system deficiencies.

**Status:** Staff procured equipment, Public Works staff to complete installation. TAG commencing with installation and programing, onsite installation scheduled for Dec 1<sup>st</sup> and 2<sup>nd</sup>.