



CITY OF SWEET HOME CITY COUNCIL AGENDA

November 12, 2019, 6:30 p.m.
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.

A. Call to Order and Pledge of Allegiance

B. Roll Call:

Councilor Coleman
Councilor Gerson
Councilor Goble
Councilor Gourley

Mayor Mahler
Councilor Nash
Councilor Trask

C. Consent Agenda:

- a) Approval of Minutes: October 22, 2019 City Council Minutes (pg. 3-6)
October 30, 2019 City Council Executive Session (pg. 7)
October 30, 2019 City Council Work Session (pg. 8)

D. Recognition of Visitors and Hearing of Petitions:

E. Old Business:

- a) Discussion Only – WEFTEC Trip Update and Project Schedule Presentation (pg. 9-32)
- b) Discussion Only – Intro to System Development Charges (SDC)/ Timeline – Murraysmith
- c) Request for Council Action – Adopt 2020 Capital Improvement Plan (CIP) (pg. 33-71)
- d) Information Only – Utility Management - Letter to Jacobs (pg.72-73)
- e) Discussion Only – Jacobs Annual Report – Brian Helliwell, Regional Manager
- f) Information Only – Community Court Update
- g) Request for Council Action – Enhanced Law Enforcement Ordinance (pg. 74-80)
- h) Request for Council Action – 9th Avenue Purchase and Sale Agreement (pg. 81-105)

F. New Business:

- a) Request for Council Action – Appointment to the Budget Committee (pg. 106-108)
- b) Request for Council Action – Appointment to the Charter Review Committee (pg. 109-111)
- c) Request for Council Action – Updates to Personnel Policy Section 4(c) (pg. 112-114)
- d) Discussion Only – Mid-Valley Prosperity Partnership Economic Strategy and Action Plan (pg. 115-131)
- e) Discussion Only – Draft Transit Shelter Ordinance (pg. 132-134)
- f) Request for Council Action – December 24th City Council Meeting Schedule (pg.135)

- g) Request for Council Action – Resolution No. 30 for 2019 – Authorizing Transfer of Appropriations (pg. 136-144)
- h) Request for Council Action – Resolution No. 31 – Authorizing Transfer of Funds to Cover Deficit (pg. 145-148)

G. Ordinance Bills

- i. **Request for Council Action and First Reading of Ordinance Bills**
- ii. **Second Reading of Ordinance Bills**
- iii. **Third Reading of Ordinance Bills (Roll Call Vote Required)**

H. Reports of Committees:

Administrative & Finance/Property (Minutes 10-22-19)(pg. 149)	Goble
Park and Tree Committee	Trask
Youth Advisory Council	Gourley
Chamber of Commerce	Gerson
Council of Governments	Gerson
Area Commission on Transportation	Mahler
Solid Waste Advisory Council	Goble
Ad Hoc Committee on Health	Gourley
Legislative Committee	Coleman

I. Reports of City Officials:

- a) Mayor's Report
- b) City Manager's Report
- c) Department Director's Reports: (1st Meeting of the Month)
 - i. Library Services Director
 - (1) Library Advisory Board Minutes (pg. 150)
 - (2) Department Report (pg. 151)
 - (3) Patron Statics (pg.152)
 - (4) Circulation Statics (pg. 153)
 - ii. Community and Economic Development Director
 - (1) Department Report (pg. 154-156)
 - iii. Public Works Director
 - (1) Department Report (pg. 157-159)
- d) Department Director's Reports: (2nd Meeting of the Month)
 - i. Finance Director
 - (1) 2021 Budget Calendar (pg. 160)
 - ii. Police Chief
 - iii. City Attorney's Report

J. Council Business for Good of the Order:

K. Adjournment

SWEET HOME CITY COUNCIL MEETING MINUTES

October 22, 2019

Mayor Mahler called the meeting to order at 6:30 p.m. in the Sweet Home City Hall. The Pledge of Allegiance was recited.

Staff Present: City Manager Ray Towry, City Attorney Robert Snyder, Public Works Director Greg Springman, Finance Director Brandon Neish, Police Chief Jeff Lynn, Community and Economic Development Director Blair Larsen and Library Services Director Rose Peda.

Visitors Registered to Speak: Jeri Reynolds, John Cannon

Media: Sean Morgan, The New Era

Roll Call:	Councilor Coleman	AB	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	P
	Councilor Goble	AB	Councilor Trask	P
	Councilor Gourley	AB		

Motion to excuse Councilors Coleman, Goble and Gourley (Trask/Nash) Motion passed with 4 Ayes and 3 Absent (Coleman, Goble, Gourley)

Consent Agenda: **Motion was made to approve the Consent Agenda as submitted (Gerson/Trask) Motion passed with 4 Ayes, 0 Opposed, 3 Absent (Coleman, Goble, Gourley)**

Items on the consent agenda are as follows:
Approval of Minutes: October 8, 2019 Council Minutes

Recognition of Visitors & Hearing of Petition:

None

Old Business:

Discussion Only – Code Enforcement Update

Jeri Reynolds

Code Enforcement Officer Tommy Mull presented the Council with an update on the code enforcement program. A three-step compliance process was discussed and a city wide cleanup day will be scheduled.
Jeri Reynolds spoke concerning barking dogs.

Discussion Only – Capital Improvement Plan

Finance Director Neish introduced the Capital Improvement Plan which identified department requests and identified funding sources for each project. Staff asked Council to review the CIP, contact staff with questions, and consider adoption of the plan during the November 12, 2019 meeting.

Discussion Only – Utility Management, Water Treatment Plant Audit

Public Works Director Springman gave an update of the status of findings during the Wastewater Treatment Plant Audit. The item will be back on the Council Agenda on November 12, 2019 for decision by the Council on future management of the plant.

Review of Council Goals and Work Plan Presentation	City Manager Ray Towry reviewed Council Goals and ideas to address issues in the downtown corridor. Chief Lynn and CEDD Larsen reviewed the Downtown Vitalization and Economic Development Mind Map.
Discussion Only – Enhanced Law Enforcement Area Ordinance	Chief Lynn introduced the proposed Enhanced Law Enforcement Area Ordinance.
James Cannon	James Cannon commented regarding the ordinance suggestions.
Discussion Only – Livability Ordinance	City Manager Towry requested direction on the proposed Livability Ordinance. Council requested a directive to first responders to report unhealthy living conditions to landlords and education/resource materials be sent to citizens thru utility billings.
New Business:	
Public Hearing – Sweet Home Cable Franchise Renewal	<p>The Public Hearing was opened at 8:44pm. Mayor Mahler explained the public hearing process. Mayor Mahler asked of each Council if they had any Ex parte Information, Conflict of Interest or Personal Bias, there was none.</p> <p>Staff gave a brief report to the Council regarding the renewal of the Comcast Franchise Agreement Renewal.</p> <p>Sean Morgan asked if he could submit a letter regarding the issue. There were no additional public comments.</p> <p>The Public Hearing was closed at 8:46pm.</p>
Request for Council Action – Out of State Travel Request	<p>Chief Lynn presented the request for approval by the Council for out of state travel by a Sweet Home Police Detective to attend an annual conference for California Narcotics Officers Association (CNOA) in Reno, Nevada.</p> <p>Motion to approve out of state travel for Cyndi Pichardo to attend the CNOA Annual Conference with the Linn Interagency Narcotics Enforcement Team (Gerson/Nash). The motion passed with 4 Ayes, 0 Opposed and 3 Absent (Coleman, Goble, Gourley).</p>
Request for Council Action – Sankey Park Property Line Adjustment	<p>Community and Economic Development Director Blair Larsen introduced the request for a property line adjustment at Sankey Park to aid in development of the park.</p> <p>Motion to approve and authorize the City Manager to sign Application PLA19-07 as presented (Trask/Gerson). The motion passed with 4 Ayes, 0 Opposed and 3 Absent (Coleman, Goble, Gourley).</p>
Request for Council Action and First Reading of Ordinance Bills	None
Second Reading:	None

**Third and Final Reading of
Ordinance Bills:**

Ordinance No. 5 for 2019 –An
Ordinance Amending the
Unnecessary Noise Section of the
Sweet Home Municipal Code

City Attorney Snyder read by title only Ordinance No. 5 for 2019 –
Ordinance No. 1278 - An Ordinance Amending the Unnecessary
Noise Section of the Sweet Home Municipal Code.

**Motion to Adopt Ordinance No. 5 for 2019 –Ordinance No.
1278 - An Ordinance Amending the Unnecessary Noise
Section of the Sweet Home Municipal Code (Trask/Gerson)**

Roll Call Vote:

Councilor Goble	Absent
Councilor Gourley	Absent
Mayor Mahler	Aye
Councilor Nash	Aye
Councilor Trask	Aye
Councilor Coleman	Absent
Councilor Gerson	Aye

**Motion passed with 4 Ayes, 0 Opposed and 3 Absent
(Coleman, Goble, Gourley).**

Request for Council Action –
Ordinance No. 6 for 2019 – An
Ordinance Relating to Urinating or
Defecating in Public Places.

City Manager Towry read by title only Ordinance No. 6 for 2019 –
An Ordinance Relating to Urinating or Defecating in Public Places.

**Motion to Adopt Ordinance No. 6 for 2019 – An Ordinance
Relating to Urinating or Defecating in Public Places
(Trask/Gerson)**

Roll Call Vote:

Councilor Gourley	Absent
Mayor Mahler	Aye
Councilor Nash	Aye
Councilor Trask	Aye
Councilor Coleman	Absent
Councilor Gerson	Aye
Councilor Goble	Absent

**Motion passed with 4 Ayes, 0 Opposed and 3 Absent
(Coleman, Goble, Gourley)**

Reports of Committees:

Administration & Finance/ Property Committee	No Report
Park & Tree Commission	No Report
Youth Advisory Council	No Report
Chamber of Commerce	No Report
Council of Governments (COG)	No Report
Area Commission on Transportation	No Report
Solid Waste Advisory Council (SWAC)	No Report
Ad Hoc Committee on Health	No Report
Legislative Committee	No Report

Reports of City officials

Mayor's Report	No Report
City Manager's Report	City Manager Towry reported an internal Municipal Maintenance Worker position has been posted. City Manager Towry reminded the Council November is the month of his annual review by Council.
Department Directors Reports	Written reports were submitted by the following Departments: Finance and Police.
City Attorney	No Report.
Council Business for Good of the Order:	None
Adjournment:	With no further business the meeting adjourned at 8:27 pm.

The foregoing is a true copy of the proceedings of the City Council at the October 22, 2019 regular City Council Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL
EXECUTIVE SESSION MEETING MINUTES

October 30, 2019

The City Council Executive Session was opened at 6:02 p.m. in the Sweet Home City Hall.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	AB
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P		

Staff: City Manager Ray Towry and Public Works Director Greg Springman

Media: Sean Morgan

Mayor Mahler read the Executive Session Announcement.

The purpose of the meeting was an Executive Session pursuant to ORS 192.660 (2) (e), which allows the Council to meet in executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

There was time for questions and comments, no official decisions were made.

The foregoing is a true copy of the proceedings of the City Council at the October 30, 2019 Executive Session City Council Meeting.

Mayor

ATTEST:

City Manager– Ex Officio City Recorder

SWEET HOME CITY COUNCIL
SPECIAL MEETING WORK SESSION MINUTES

October 30, 2019

The City Council Work Session was opened at 6:31 p.m. in the Sweet Home City Hall.

Roll Call:	Councilor Coleman	P	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	AB
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P		

Staff: City Manager Ray Towry and Public Works Director Greg Springman

Media: Sean Morgan, The New Era

The purpose of the meeting was to review options for the management of utility plants and review of the draft Expulsion Ordinance.

Public Works Director Greg Springman reviewed information regarding the Wastewater Utility Management and led conversation regarding equipment replacement, maintenance repairs and associated costs. PW Director Springman suggested directions for future management of the plants which included options to renegotiate or terminate the contract with Jacobs, enter into a contract with another firm to assume operations, or hire and train staff for internal operation. Council made no formal action. The item will be placed on the November 12, 2019 Agenda for decision.

Council reviewed and discussed the draft Expulsion Ordinance. By consensus the Exemption Zone Map identified will remain and three arrests over a twelve-month period would initiate the expulsion. Also by Consensus, the Council decided there was no need for a sunset, but requested data on the downtown crime rate, neighborhood crime rate and individual tracking. There was no change to how exemptions are given.

Staff will investigate Community Courts and their success in other cities. The Council will vote on the draft Expulsion Ordinance during the November 12, 2019 City Council Meeting.

The meeting adjourned at 8:02 p.m.

The foregoing is a true copy of the proceedings of the City Council at the October 30, 2019 City Council Work Session Meeting.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



WEFTEC 2019

WWTP Equipment Evaluations Summary

WEFTEC 2019

- **W**ATER **E**NVIRONMENT
FEDERATION **T**ECHNICAL
EXHIBIT AND **C**ONFERENCE
- INCLUDED 1000+ VENDORS
IN 20+ ACRES EXHIBIT HALL
- **ACTUAL EQUIPMENT ON
DISPLAY**



PHOTO CREDIT: WWW.THEWATERCOUNCIL.COM

WHAT WE DID:

- STAFF ATTENDED WEFTEC EXHIBIT HALL SEPT 23-24, 2019 IN CHICAGO, IL
- EVALUATED WWTP EQUIPMENT OPTIONS FROM 40+ VENDORS
- NOT ALL WIDGETS ARE CREATED EQUAL – HANDS ON TIME GAVE US MORE INSIGHT THAN BROCHURES EVER COULD

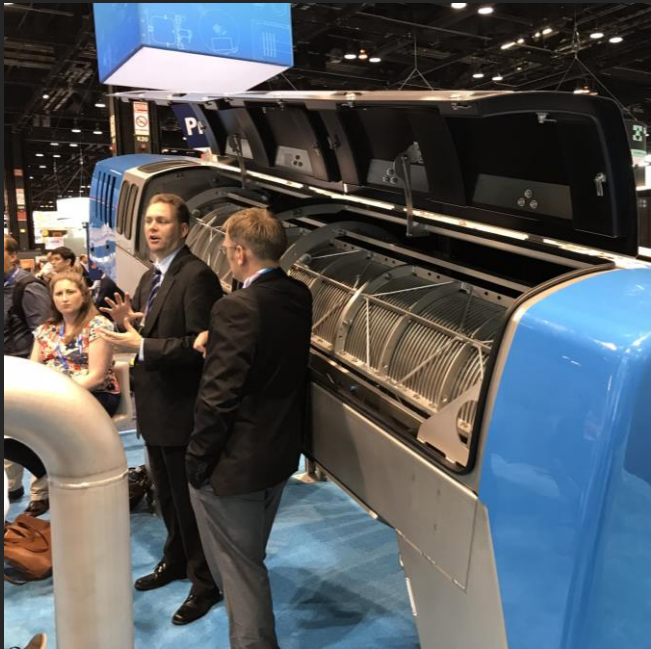
HEADWORKS SCREENS



“TWO PARTS IS ONE TOO MANY”



SCREW PRESSES



AERATION



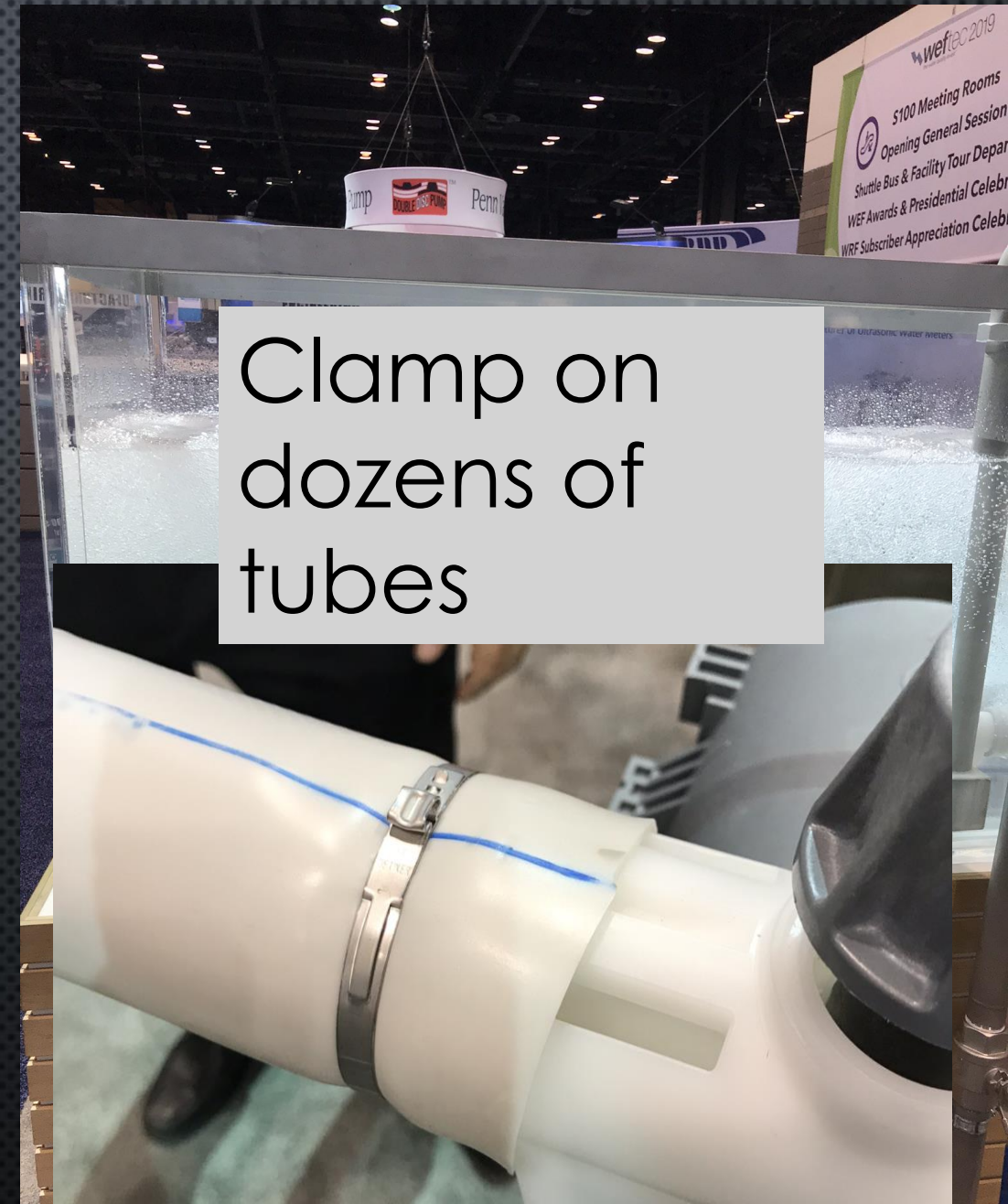




MAINTENANCE: WOULD WE RATHER...



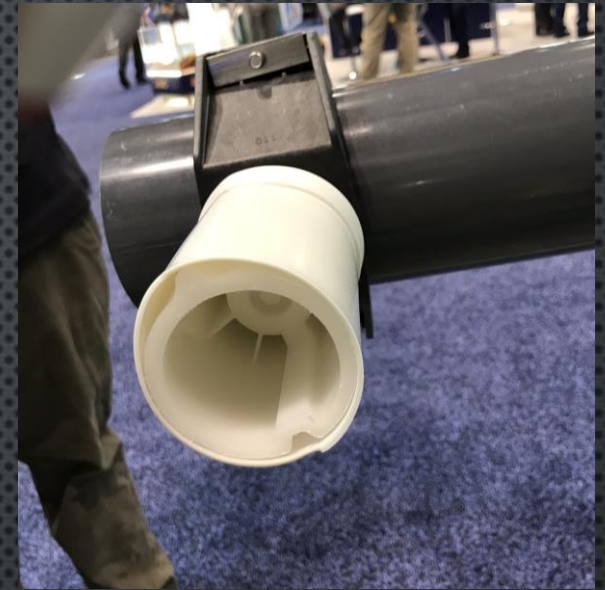
Twist/Slide on
hundreds of
disks



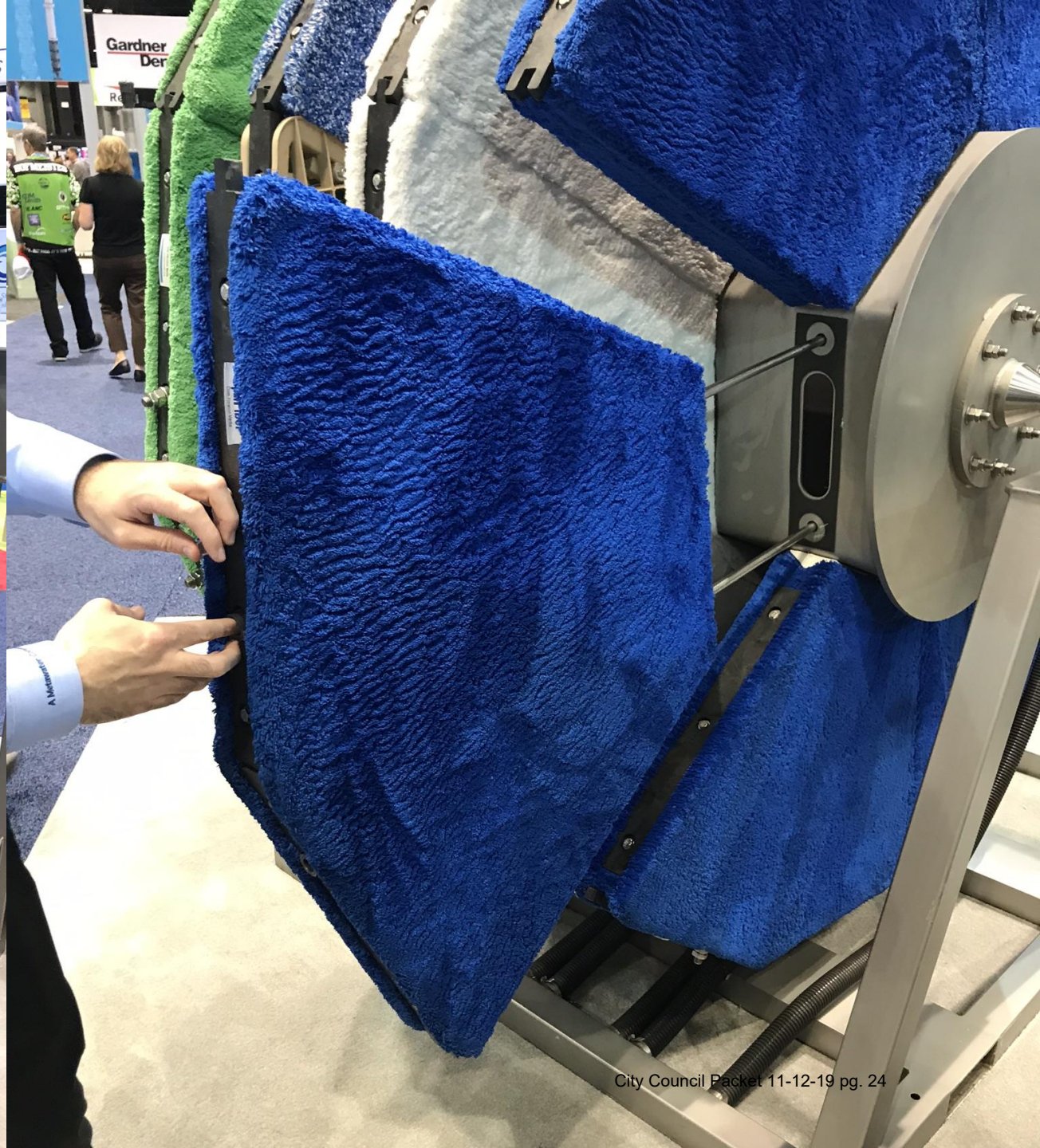
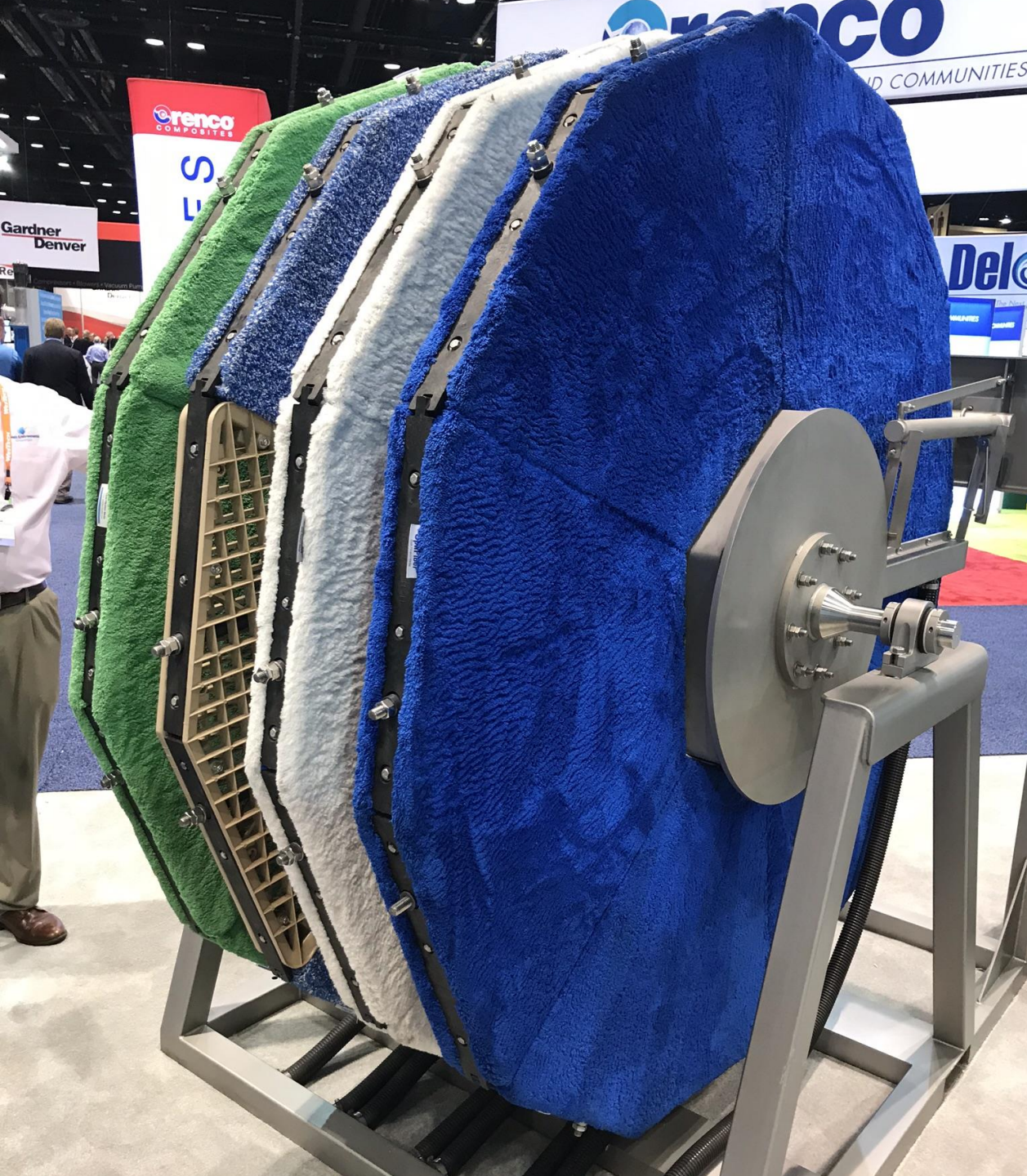
Clamp on
dozens of
tubes

NOT ALL WIDGETS ARE CREATED EQUAL!

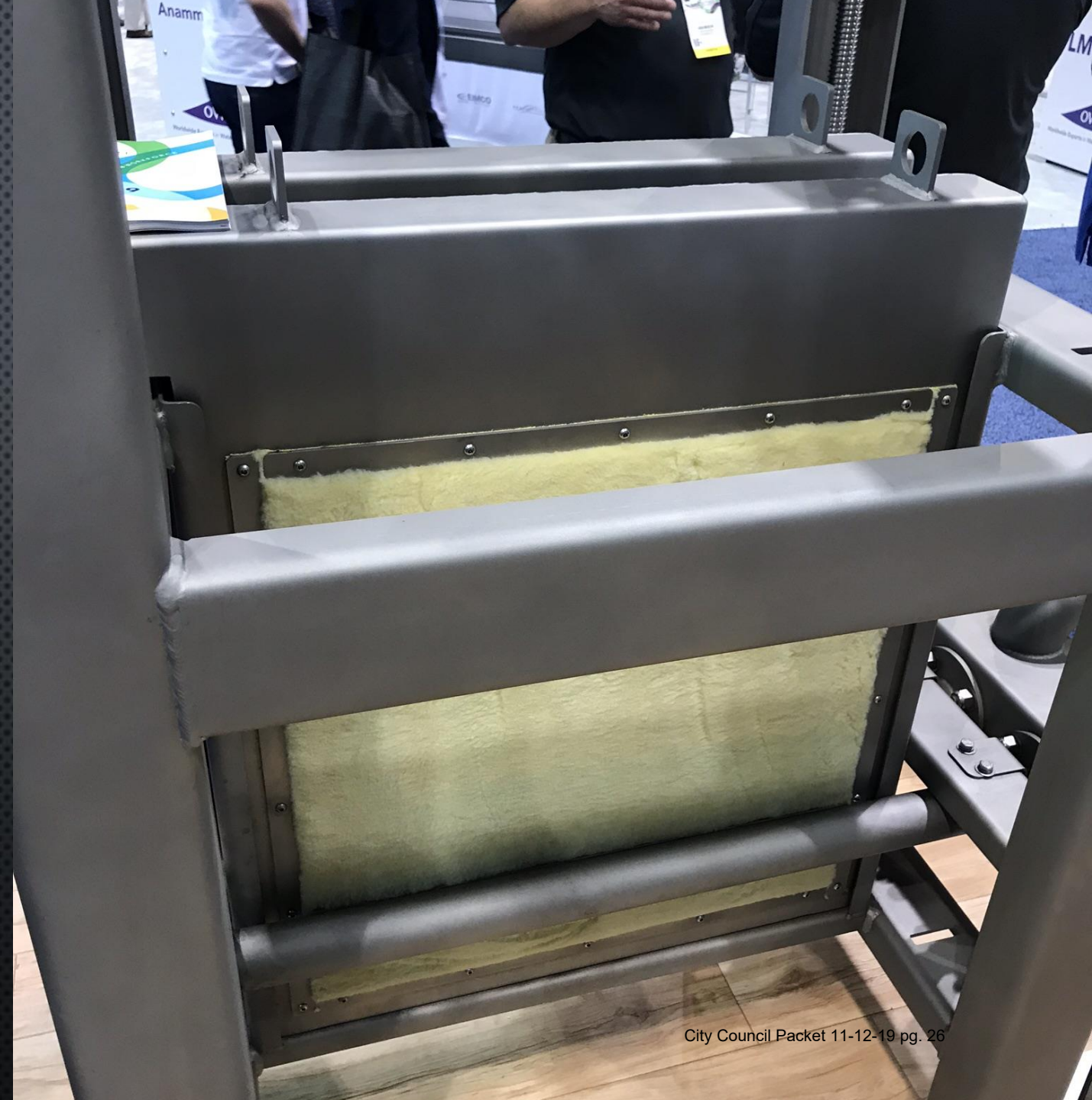
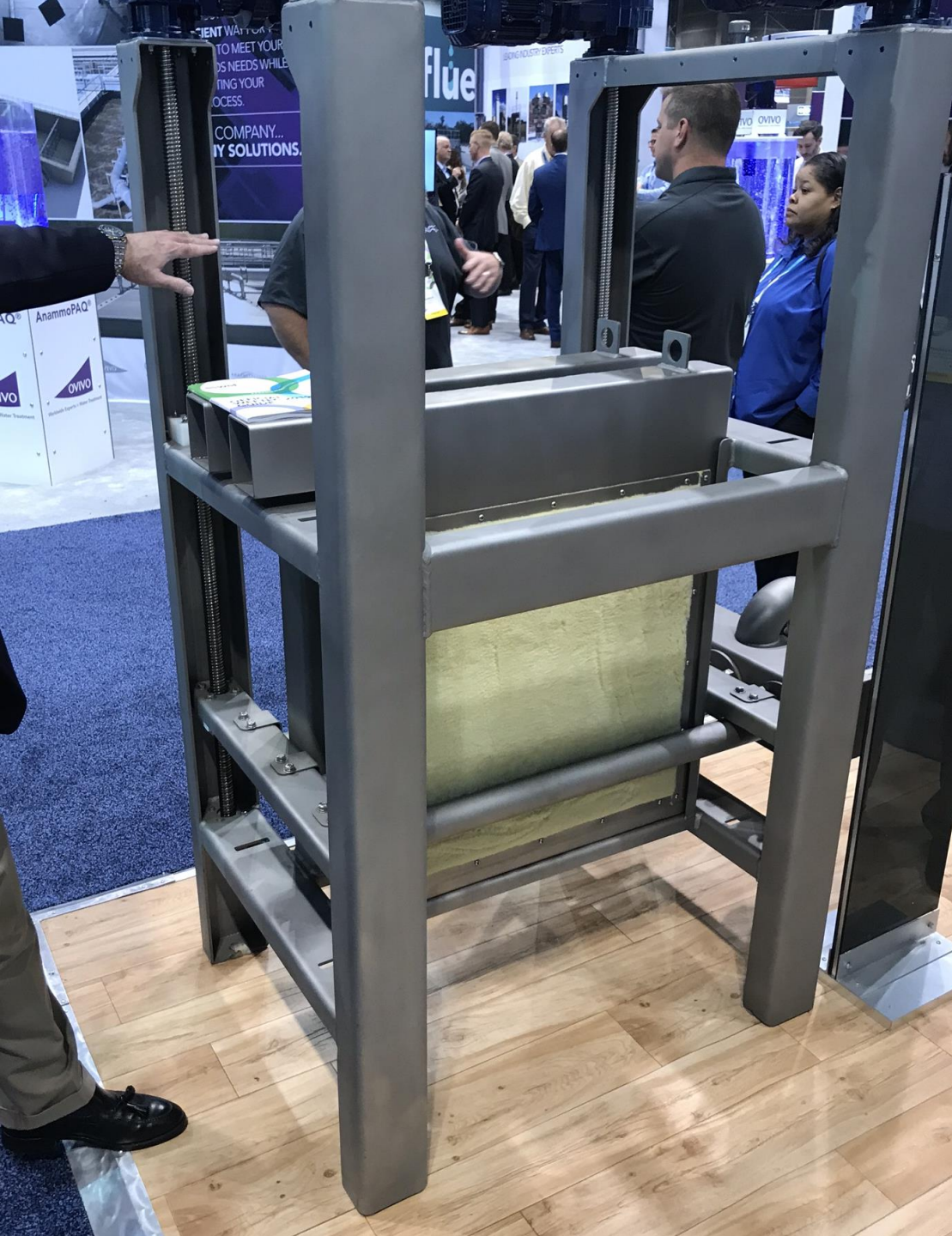
- WE DISCOVERED THAT THE INTERNALS OF THE TUBES ARE DIFFERENT.
- THIS AFFECTS AIR FLOW.



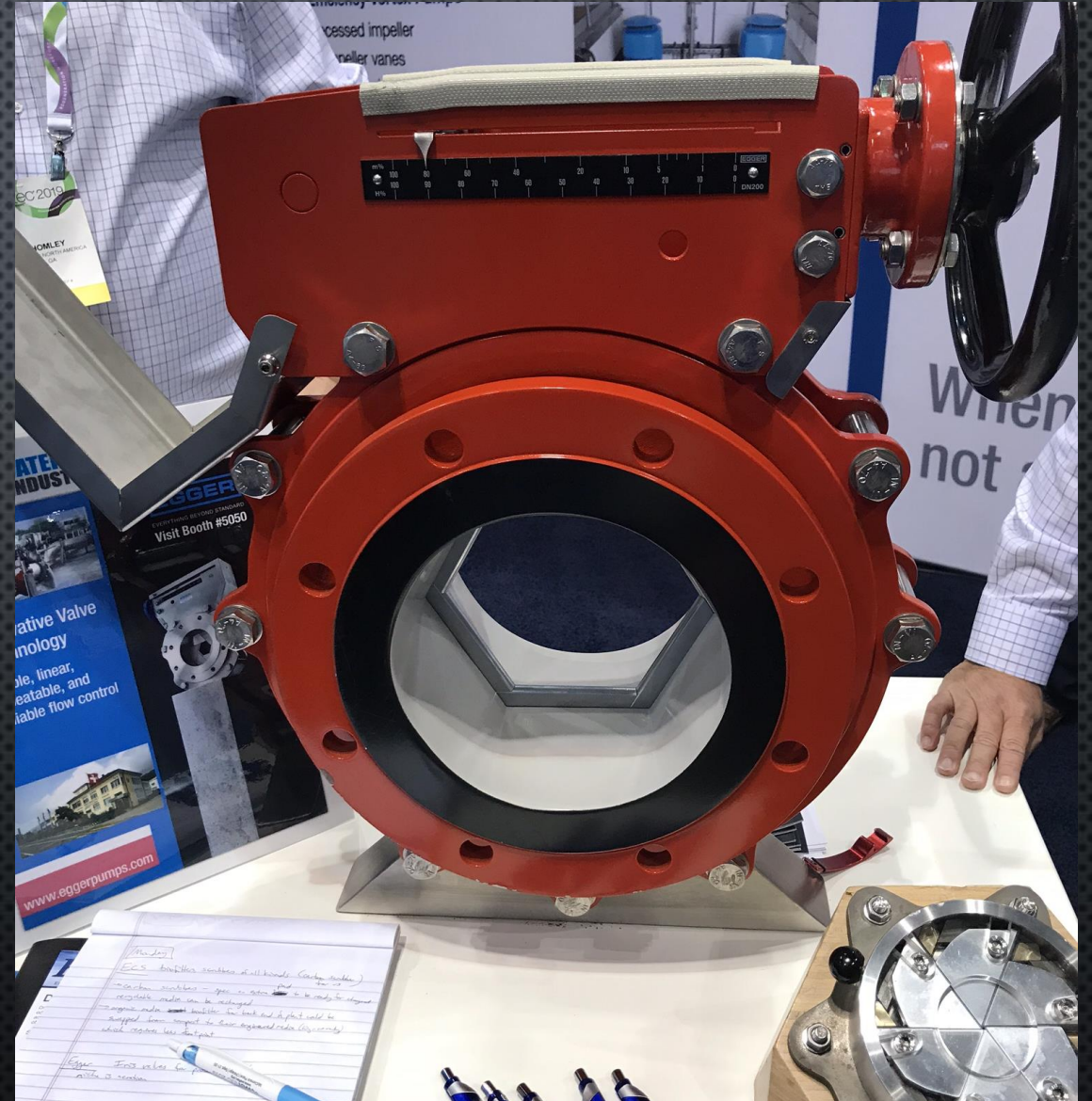
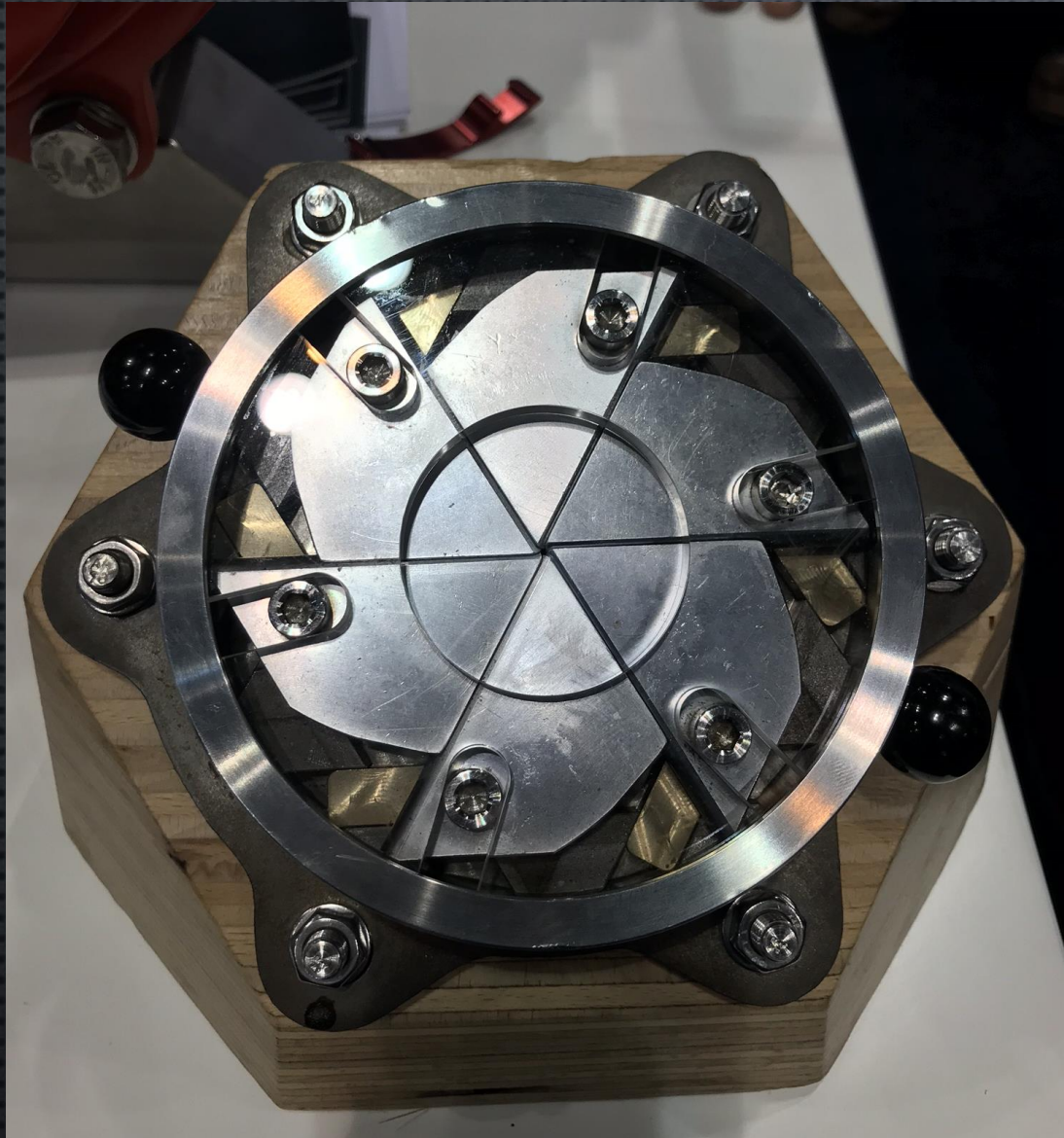
FILTERS

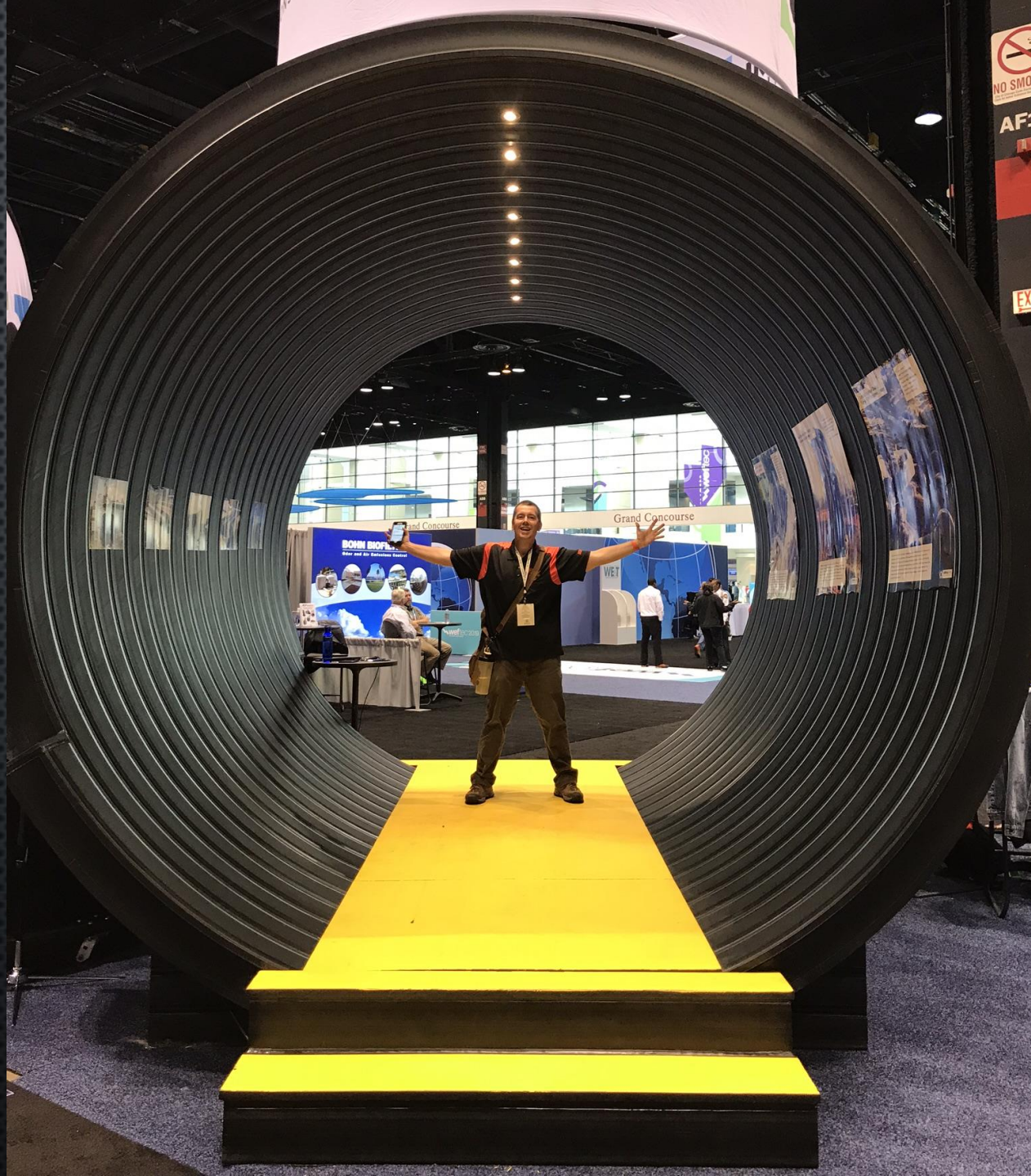






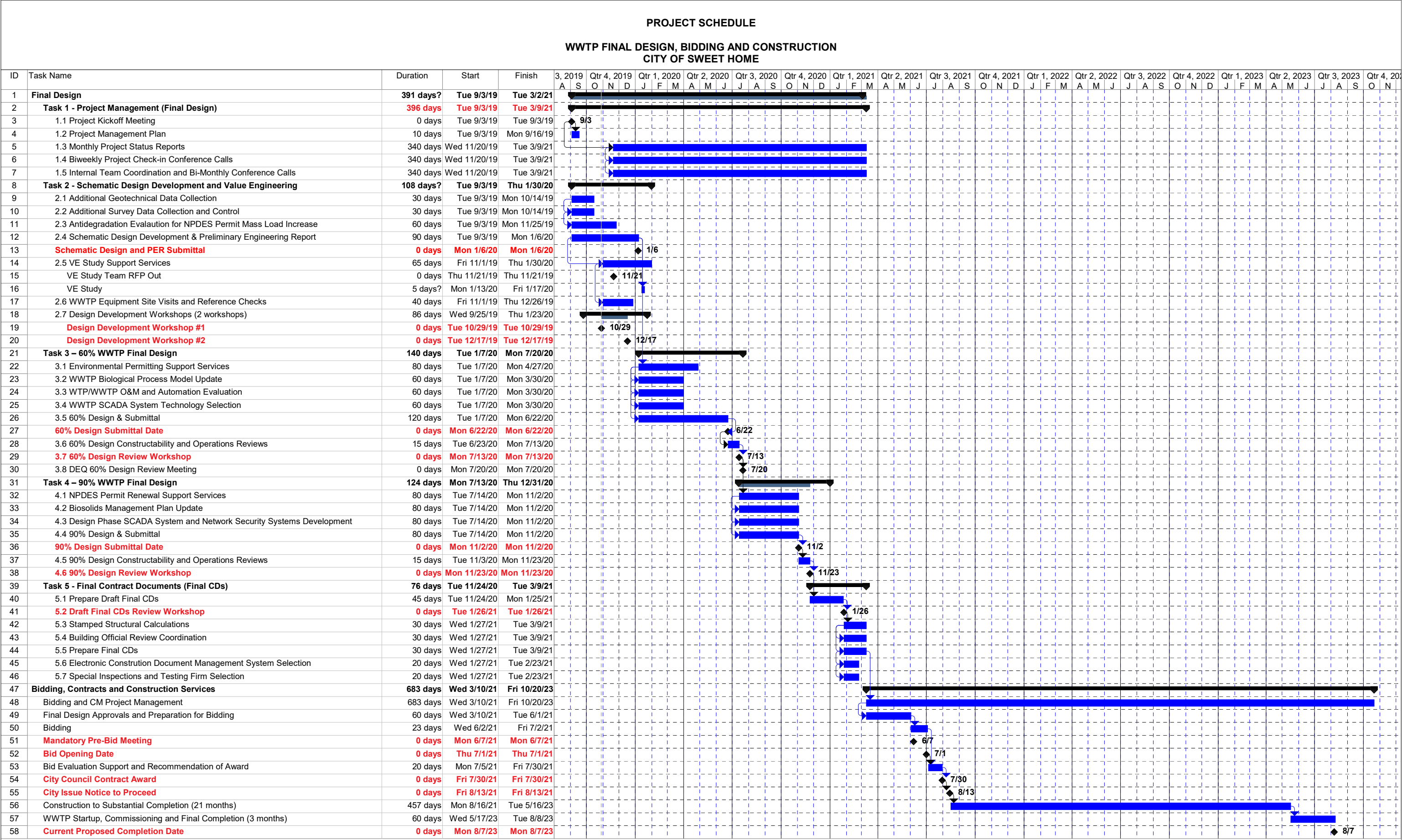
OTHER DISCOVERIES





WEDDLE BRIDGE
AMES CREEK
SWEET HOME ORE
RESTORATION 1998







REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: November 12, 2019	TITLE: Capital Improvement Plan	TYPE OF ACTION:
SUBMITTED BY: B. Neish, Finance Director	ATTACHMENTS: 2020 Capital Improvement Plan	<input type="checkbox"/> RESOLUTION
REVIEWED BY: R. Towry, City Manager		<input checked="" type="checkbox"/> MOTION
		<input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: ORS 223.304 (2)(a)(A) ORS 223.309 (1)	TOWARD COUNCIL GOAL: 1.2: Increase community awareness of infrastructure needs and appropriate planning docs 2.5: Continue to implement best financial practices	

PURPOSE OF THIS RCA:

To review and approve the 2020 Capital Improvement Plan.

BACKGROUND/CONTEXT:

The Government Finance Officers Association (GFOA) states that “state and local governments [should] prepare and adopt comprehensive, fiscally sustainable and multi-year capital plans to ensure effective management of capital assets.” In line with a City Council goal and to better plan for the City’s financial future, City staff began developing a Capital Improvement Plan (CIP) which would inform the current year proposed budget and the next five years. Department Heads submitted a “wish-list” of projects and equipment needs for their Departments. The Finance Department compiled each of these submittals into a document and identified a funding source and fiscal year for most of the requests. Those projects for which a funding source could not be identified were included in the plan as resources over a five-year span could change or another source could be identified which would allow the City to complete the project or purchase.

In March 2019, City staff presented the proposed projects to the City Council during the Council Training. Staff highlighted the potential funding issues in the outlying years of the capital plan as projects requiring significant dollars do not have corresponding resources to cover the costs. With feedback from the City Council, staff then compiled a draft CIP which was provided to the Budget Committee during the budget approval process and was included with the City Council’s budget during the budget adoption meetings to supplement the 2020 budget. The 2020 budget was adopted on May 28, 2019 by the Council and included the first year of projects and equipment aimed at improving the lives of residents and providing better service.

A CIP not only informs long-range financial planning but is also required when establishing system development charges (SDC) according to ORS 223.304. “Improvement fees must be established or modified by ordinance or resolution setting forth a methodology that is available for public inspection and demonstrates consideration of the projected cost of the capital improvements identified in the [Capital Improvement] plan and list adopted pursuant to ORS 223.309.” Specifically, ORS 223.309 requires a capital improvement plan prior to the establishment of a system development charge.

The City of Sweet Home currently has some of the lowest SDCs in the state of Oregon with fees for water and sewer infrastructure and has no SDCs for parks or streets. In September 2019, staff began working with Murraysmith, Engineer of Record, to evaluate and revise the current

SDC fees. While staff had been proactive in developing a CIP for fiscal planning, the CIP must now be formalized and used as part of the SDC review.

The CIP is a living, breathing document that will be reviewed annually and adjusted to remove completed projects and add projects to continue a five-year planning document that informs the City's fiscal projections. This five-year plan ensures fiscal stability in the long-term and gives staff a chance to find additional resources to fund projects for which the city does not have funding available through fund balances, user fees, system development fees or property taxes. Each year as part of the budget adoption process, the Budget Committee and the City Council will have a chance to review these changes and recommend adjustments in alignment with Council goals and the needs of the citizenry.

THE CHALLENGE/PROBLEM:

Should the City have a five-year plan outlining projects and equipment needs to be used for budget forecasting, system development fee revisions and community input of city projects?

STAKEHOLDERS:

- City of Sweet Home Citizens and Businesses – The City of Sweet Home works for the citizens and businesses in Sweet Home. Both benefit from the projects the City completes such as road maintenance, utility line repairs and work done in City parks. The CIP should mirror what the community wants to see improved in their town.
- City of Sweet Home Staff – A CIP helps staff plan for projects that will be coming. For example, road projects take significant engineering and planning before construction. This document prepares staff for these projects and appropriates funding in specific fiscal years to address these planning needs and plan for construction.
- City of Sweet Home City Council – The City Council represents the citizenry in Sweet Home. The Council establishes goals that City staff work to achieve which is done, in part, through this planning document. The CIP also backs up the annual budget document which the Council reviews for adoption.

ISSUES & FINANCIAL IMPACTS:

The total 2020 CIP consists of 50 projects with an estimated fiscal impact of \$35 million over five years. Funding sources have not been identified for all projects and will need to be reviewed annually to determine how best to fund these projects and equipment needs.

ELEMENTS OF A STABLE SOLUTION:

A decision from the City Council as to the viability of the CIP and whether it meets the goals and direction the Council has set forth for the City.

OPTIONS:

1. Do Nothing. Council could choose to do nothing at this time. Projects will continue for 2020 as approved by the Budget Committee and adopted by the City Council and will be developed annual for budget. The City will also maintain current system development fees which are some of the lowest in the state thereby impacting future infrastructure projects and resources for those projects.
2. Approve the 2020 Capital Improvement Plan as presented.
3. Recommend revisions for the 2020 Capital Improvement Plan. Council could suggest changes to the draft plan which would be brought to a future Council meeting for review.

RECOMMENDATION:

Staff recommends options 2, approve the 2020 Capital Improvement Plan as presented. This option allows staff to continue working with Murraysmith to develop a methodology and calculation for updating system development fees and informs future budgetary needs for the City.

City of Sweet Home

TABLE OF CONTENTS

Introduction.....	3
CAPITAL PLAN	5
Library	5
Police	7
Public Works	9

INTRODUCTION

The City of Sweet Home is located in Oregon's mid-Willamette Valley next to the Santiam River and is home to nearly 9,000 residents. Incorporated in 1893, the city originally grew as the result of extensive logging operations and transformed over time into Linn County's third largest city and is the 52nd largest city in Oregon. Today, Sweet Home is a comfortable community with a small town feel that boasts tourist opportunities such as Foster Lake and the annual Oregon Jamboree, a country concert that draws 15,000 people to the city. The government in Sweet Home consists of a City Council and a City Manager. The Council is elected by the residents of the city and they in turn appoint the City Manager to operate the government.

The City's municipal government provides services to businesses and individuals including, but not limited to, a full-service library, police and dispatch services, water and sewer operations and parks and street maintenance. Each of these services is funded either by user fees for service or tax dollars generated through property taxes or provided by the state. In addition to operation funds which allow for the continued function of each department, capital projects are also budgeted and used to upgrade or replace aging infrastructure and build-out essential services. Due to the size of most capital projects, a Capital Improvement Plan is needed to plan for the future and ensure adequate financial resources are available in the long-term.

The Capital Improvement Plan (CIP) provided herein represents a five-year plan developed by staff and reviewed by the community and the City Council to ensure alignment of goals and needs. This plan is a living, breathing document intended to help prioritize, identify, arrange financing and allow for timely technical design and application of projects and programs to better serve the citizens of Sweet Home. Each year during budget development, staff will review the CIP to ensure conformance with Council goals and update the project list as needs change and projects are completed. In completing this plan, the City Council and City staff are demonstrating fiscal sustainability for Sweet Home and ensuring that the community is healthy and vibrant in the future to attract any opportunity that arises.

The included capital projects and equipment needs in this plan total \$35 million over the next five years. While most of the included items have identified funding sources, some have not yet been identified which will need to happen prior to project initiation or equipment purchase. This primarily occurs within Public Works projects where available resources are user-fee driven. These fees are collected through water and sewer rates that the city strives to keep as low as possible for affordability reasons. However, large-scale projects such as those included in this plan are critical needs for the City and will require either borrowing or raising rates to

complete. As the project gets closer, resources will be identified using a mix of options including the use of existing fund balances.

The CIP is separated by department, and in the case of Public Works, by division. The departments/divisions include:

- Library
- Police
- Public Works
 - Parks & Facilities
 - Water
 - Wastewater
 - Storm Water
 - Streets

CAPITAL PLAN

Library

The Sweet Home Public Library was built in 1969 on the corner of 13th and Kalmia. Today, the same library building still standings having had only minor upgrades internally to meet changing needs and pack as much of what makes the Library a library, books.

Since 1969, demand for library services – e.g. circulation, programs, meeting space and public computer use – has grown steadily, outpacing the library’s ability to provide services physically. The existing building’s capacity is no longer adequate to meet these needs. To address these needs, the City needs to perform a needs assessment and hire an architect.

A needs assessment will attempt to determine how well the existing structure is providing essential services and its structural viability for a remodel. Community input will be sought that engages and gathers input from stakeholders. The assessment will focus on these items:

- **Learning, collaborating and experimenting:** The core function of the library is to provide a safe, inviting atmosphere to foster learning. The countless books provide individuals with valuable resources to advance their skills through history and non-fiction while also giving them an escape through the world of fiction. The library also provides a space for kids and teens but currently lacks functional space to create a makerspace where they can design, create, craft and explore.
- **Connectivity:** Data cabling in the building is outdated and is visibly stretched around the building used to build a network of public access computers and printing for community members. Additionally, the electrical setup in the building is beyond its useful capacity and does not include space for individuals with tablets, computers and phones that need to charge.
- **Private space:** Study rooms and meeting rooms are part of most current public libraries which provides a space for community events, meetings and silent study congruent with the library’s moto to “share knowledge, resources and expertise.”
- **Renewal:** The building is 50 years old and it is noticeable. Old furniture, desks and carpet, coupled with the exterior of the building demonstrates the need for a visual upgrade.

Project/Asset:	Library Renovation
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Budget Year:	2019-2020
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Description:	Develop a plan based on input from stakeholders for a revitalized or new library facility.
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Estimated Cost:	<i>Needs Assessment</i> - \$15,000 <i>Architect</i> - \$100,000
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Proposed Fund (s):	Library Services Levy
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Police

The Police Department 's primary focus over the next five years will be upgrading infrastructure related to dispatch and communications. Vehicles are another capital expense that the Police Department regularly incurs as vehicles are cycled in and out maintaining peak efficiency and minimizing excessive maintenance costs.

The dispatch consoles are the most important upgrade which is slated for completion during the 2020 fiscal year. The current console is 18 years old and using a system that is no longer manufactured but parts are still available for resale. These systems were built to last and while many agencies have already upgraded, Sweet Home has been able to use the current system for an extended period.

Project/Asset:	Dispatch Console Upgrades
Budget Year:	2019-2020
Description:	Upgrade aging Zetron dispatch system with a modern, IP based system to improve efficiency and effectiveness in call-taking and dispatch coordination.
Estimated Cost:	\$120,000
Proposed Fund(s):	Public Safety Levy Project/Equipment Reserve (donated funds)

Project/Asset:	Radio Repeater Upgrade
Budget Year:	2022-2023
Description:	Upgrade Quantar Radio Repeater used for communication over Police radio system.
Estimated Cost:	\$50,000
Proposed Fund(s):	Public Safety Levy

Project/Asset:	Patrol Vehicle Replacements
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Budget Year:	Annually
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Description:	Replace police vehicles that have peaked in efficiency and mechanically. Police vehicles are purchased after a three (3) year lease.
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Estimated Cost:	\$40,000 per vehicle
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Proposed Fund(s):	Public Safety Levy
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Public Works

The Public Works Department contains the largest capital outlay budget due to the infrastructure managed by the department. Public Works contains five divisions:

- Parks & Facilities
- Water
- Wastewater
- Storm Water
- Streets

Each section of the Public Works CIP targets projects that the department believes could be completed within the next five (5) years, identifies possible funds and lists the year the project is targeted for construction.

Parks & Facilities

The City of Sweet Home has an established city-wide park system that provides a variety of recreational opportunities to all citizens and visitors. Currently the city maintains eight parks, including a skate park and the Hobart Wildlife Habitat. The 2017 Budget Committee and City Council both made the parks program a priority for the city and added a crew leader to the budget to oversee maintenance of those parks and city facilities.

Maintenance at City parks is a major priority for the City as we enter this next budget year. Significant progress has been made at Sankey Park to return the park to its former glory. As part of the 2019 adopted budget, the City replaced the restroom at Sankey Park and constructed better pathways from the parking lot to the main section of the park. Remaining funding in the 2019 budget and future budgets are used to clear shrubbery around the park and improve various aspects of the parks' infrastructure.

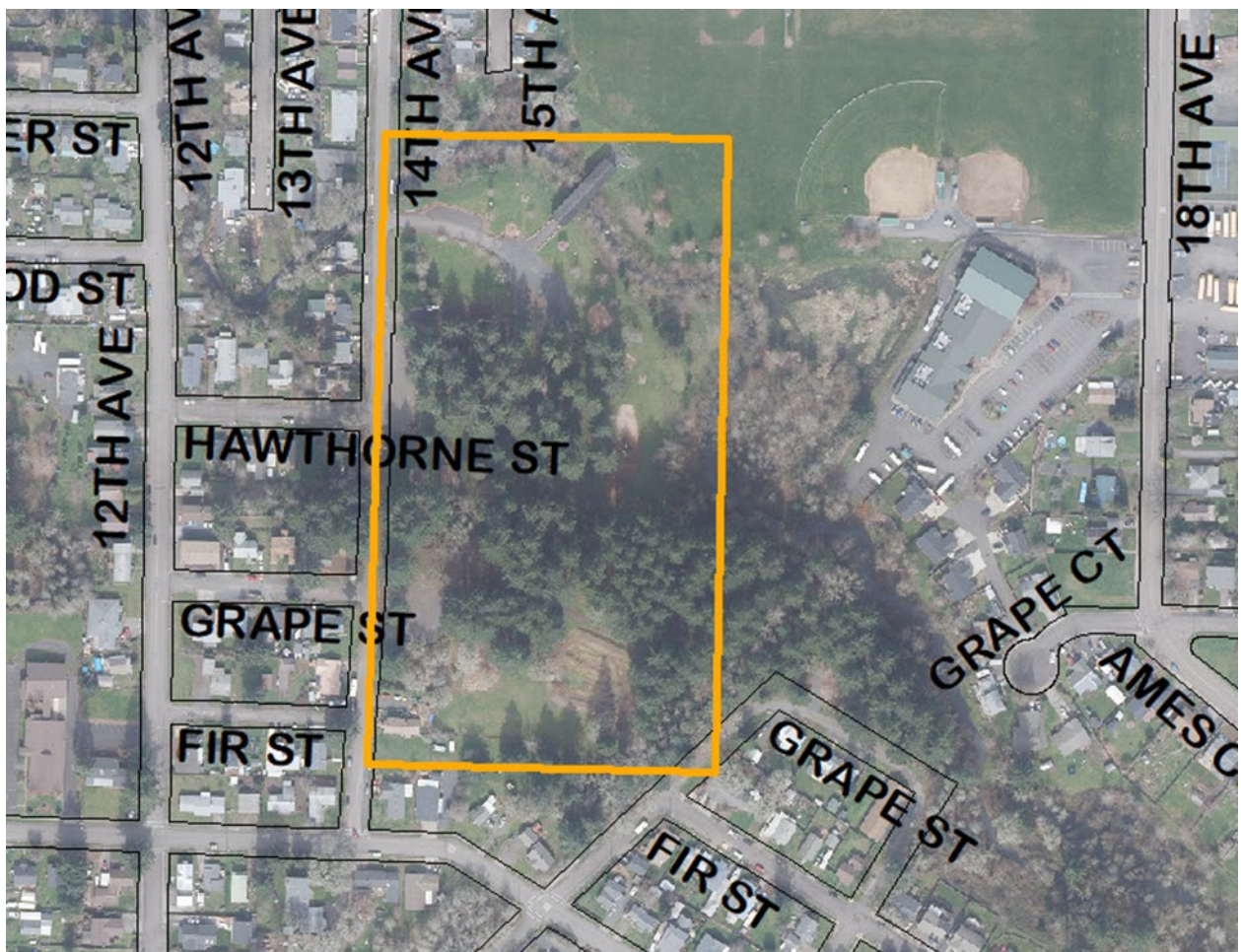
Project/Asset: FY 2019-2020 Sankey Park Improvements

Budget Year: 2019-2020

Description: Construct improvements to the Sankey Park plaza, upgrade lighting, improve the playground, BMX track, bike racks and tables and benches. Subject to potential grant funding, this project would also include remaining path lighting, trails and benches on the hillside and upper Sankey.

Estimated Cost: \$440,000

Proposed Fund(s): General Fund
Grant funds from Oregon Parks and Recreation Grant



Project/Asset:	Strawberry Park Improvements (Phase 1)
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Budget Year:	2020-2021
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Design and construct sidewalk from Westwood Lane and improve playground space, drainage system and remove the chain link path section.

Description:	Design and construct parking lot, loop trail, improve irrigation system, add garden space, trees and creek plants and improve wetland borders.
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Design and construct restroom.

Estimated Cost:	\$159,000
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Proposed Fund(s):	General Fund
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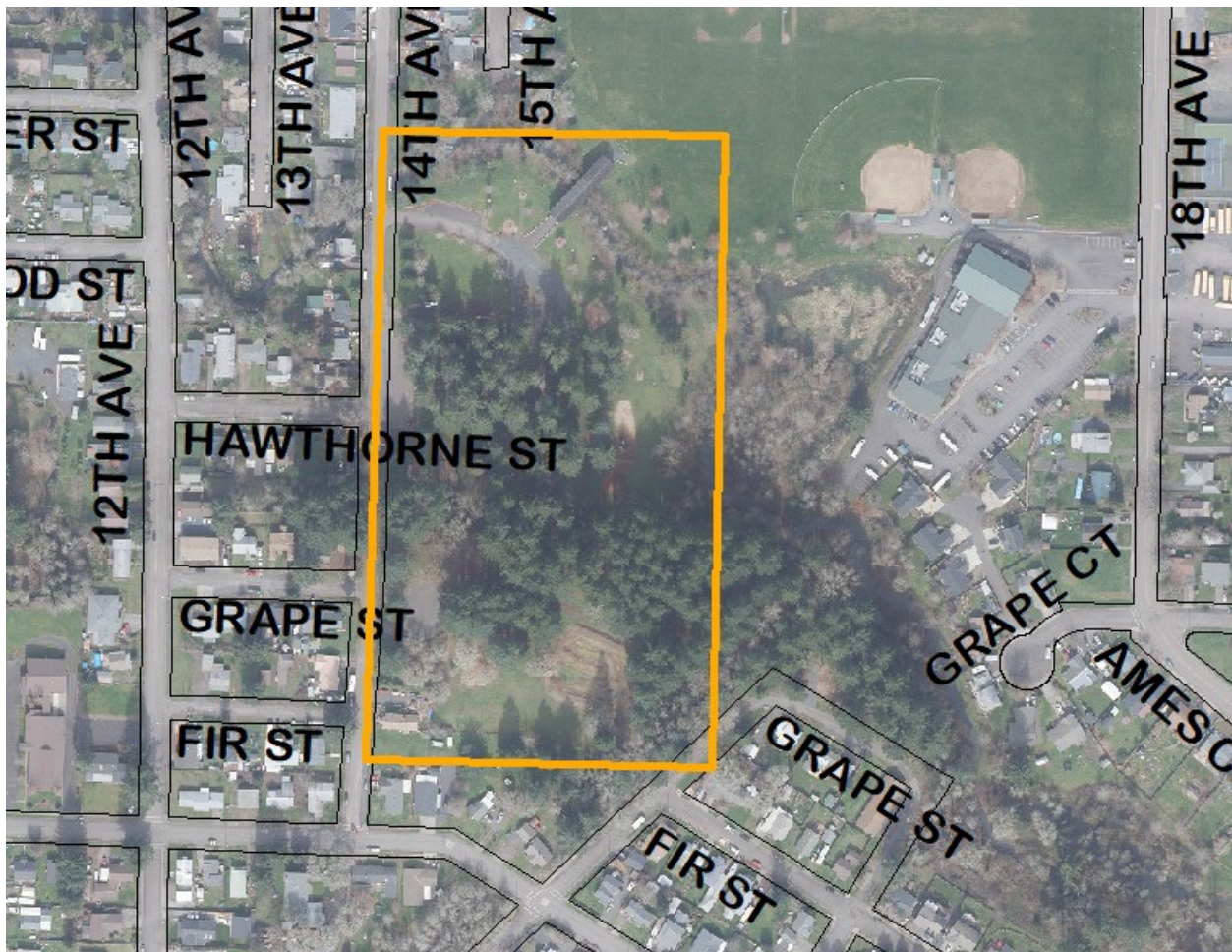
Project/Asset: FY 2020-2021 Sankey Park Improvements

Budget Year: 2020-2021

Description Construct bathroom, tables and benches in upper Sankey Park.

Estimated Cost: \$40,000

Proposed Fund(s): General Fund



Project/Asset: Northside Park Improvements

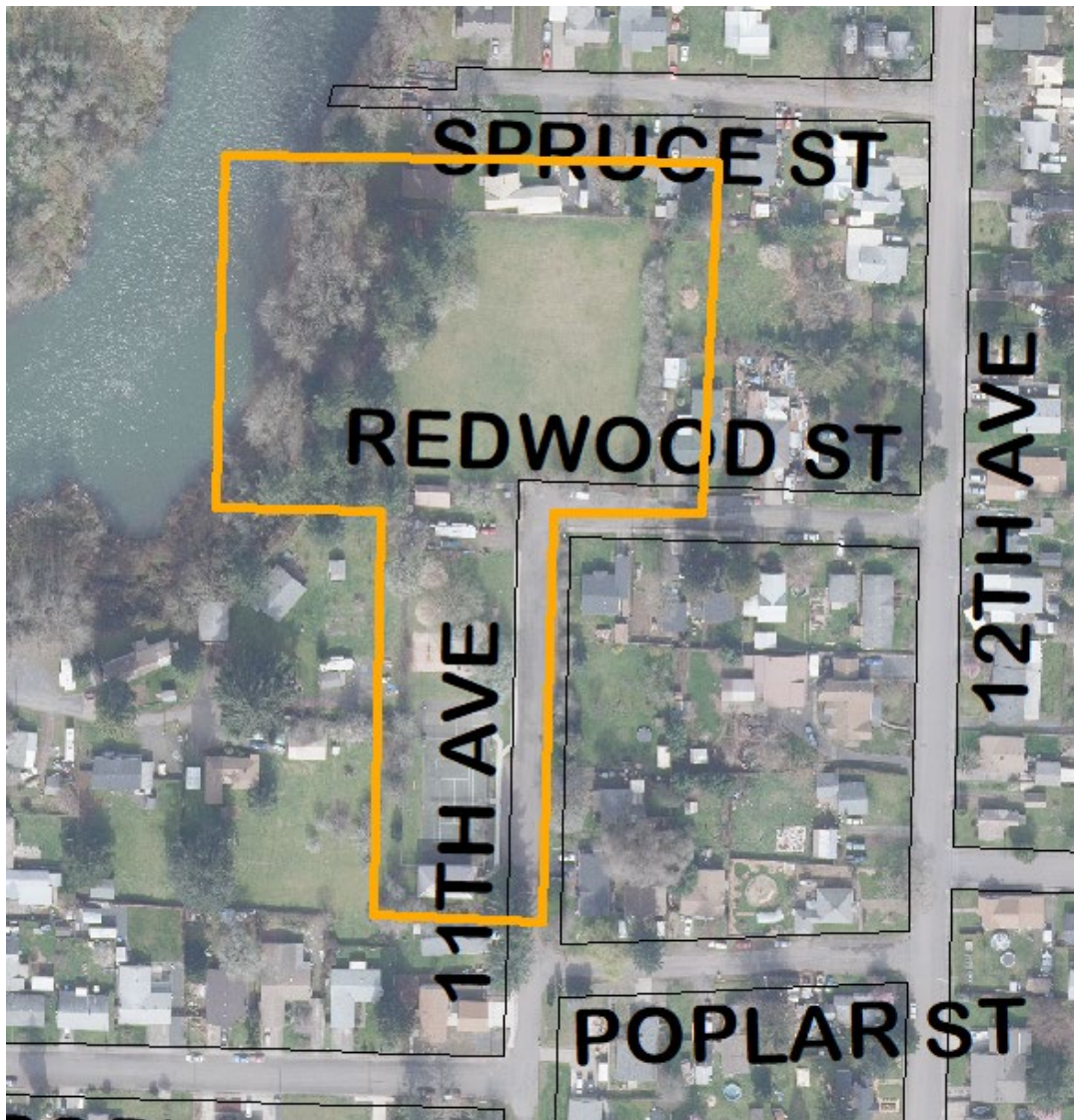
Budget Year: 2021-2022

Design and construct playground and river access trail.

Description: Install ramp/stairs/railing, signage, tables, benches, pet stations, trash cans, BBQ, gardens, trees and creek plants.

Estimated Cost: \$55,000

Proposed Fund(s): To be determined.



Project/Asset: Clover Memorial Park Improvements

Budget Year: 2021-2022

Description: Design and construct play structure, gardens, trees, creek plants, additional drainage system, trash cans, pet stations, BBQ, picnic tables and benches. Remove portion of Fountain Hill to improve visibility.

Estimated Cost: \$50,000

Proposed Fund(s): To be determined.



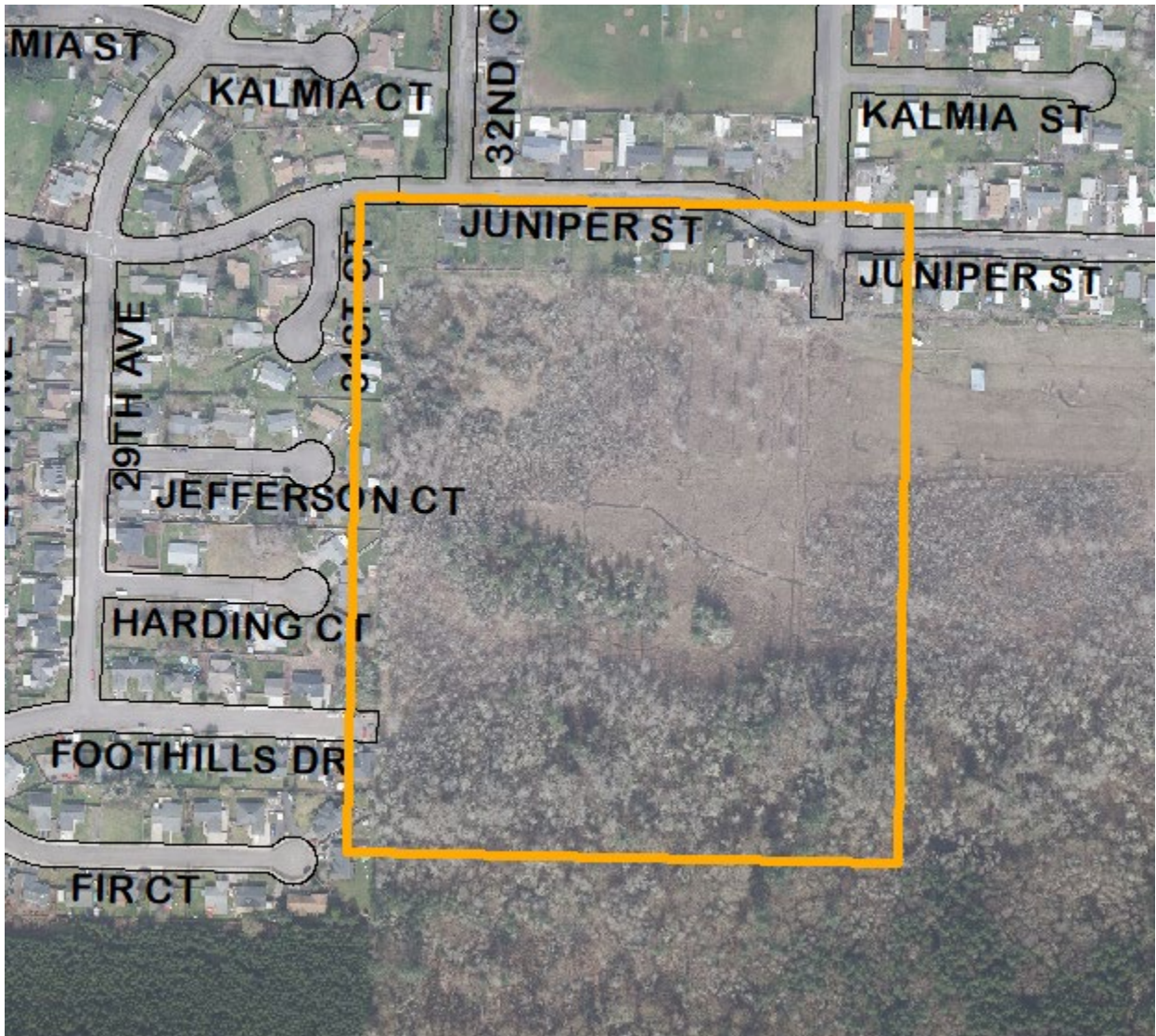
Project/Asset: Hobart Wildlife Habitat Improvements

Budget Year: 2021-2022

Description: Design and construct approach roadway from 35th Avenue.
Add gardens, trees and creek plants.

Estimated Cost: \$20,000

Proposed Fund(s): To be determined.



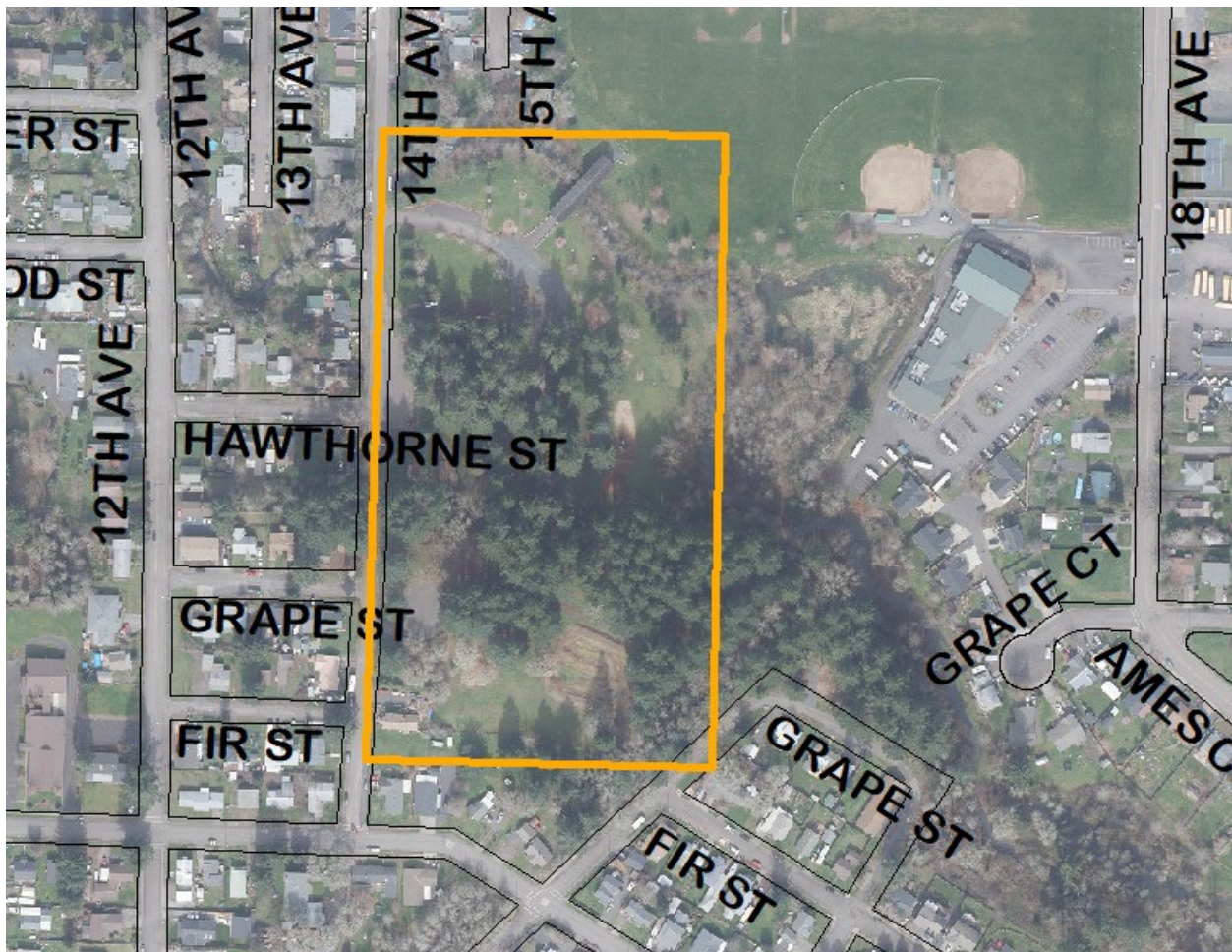
Project/Asset: FY2022-2023 Sankey Park Improvements

Budget Year: 2022-2023

Description: Construct path connection to 16th Avenue and Fir Street.

Estimated Cost: \$60,000

Proposed Fund(s): To be determined.



Project/Asset: FY2022-2023 Strawberry Park Improvements

Budget Year: 2022-2023

Description: Design and construct loop trail Phase 2 and either pavilion or second play structure.

Estimated Cost: \$65,000

Proposed Fund(s): To be determined.



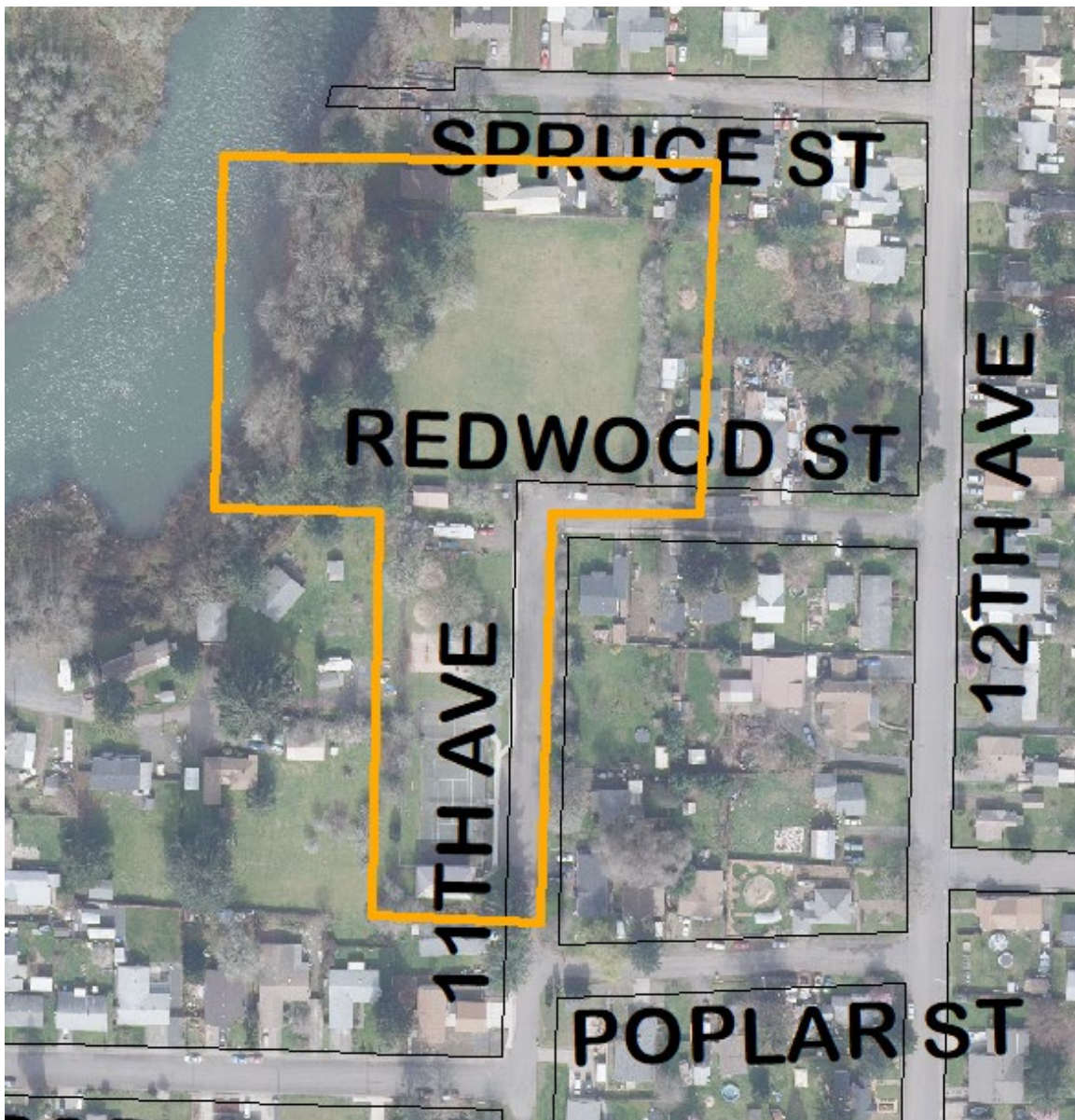
Project/Asset: FY2022-2023 Northside Park Improvements

Budget Year: 2022-2023

Description: Design and construct sidewalk on Redwood Street frontage and sidewalk connection to 12th Avenue.

Estimated Cost: \$35,000

Proposed Fund(s): To be determined.



Project/Asset: FY2022-2023 Ashbrook Park Improvements

Budget Year: 2022-2023

Description: Design and construct curb and sidewalk on Juniper Street frontage and pave parking lane on Juniper Street.

Estimated Cost: \$20,000

Proposed Fund(s): To be determined.



Project/Asset: FY2022-2023 Hobart Wildlife Habitat Improvements

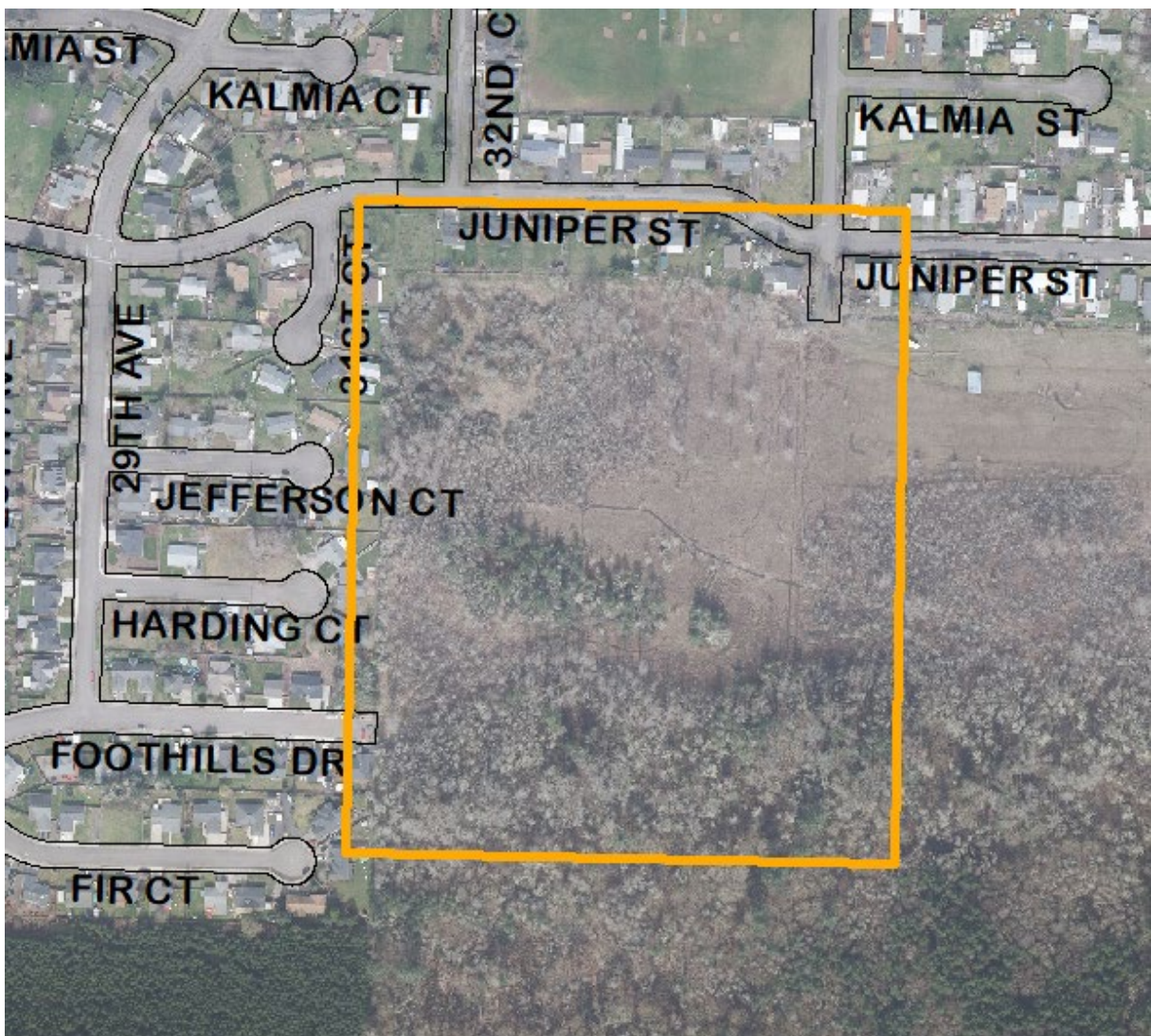
Budget Year: 2022-2023

Design and construct parking area primary loop.

Description: Add signage, trash cans, pet stations, BBQ, picnic tables and benches. Project will include boardwalk if grant funding is awarded.

Estimated Cost: \$60,000 (without boardwalk)

Proposed Fund(s): To be determined.



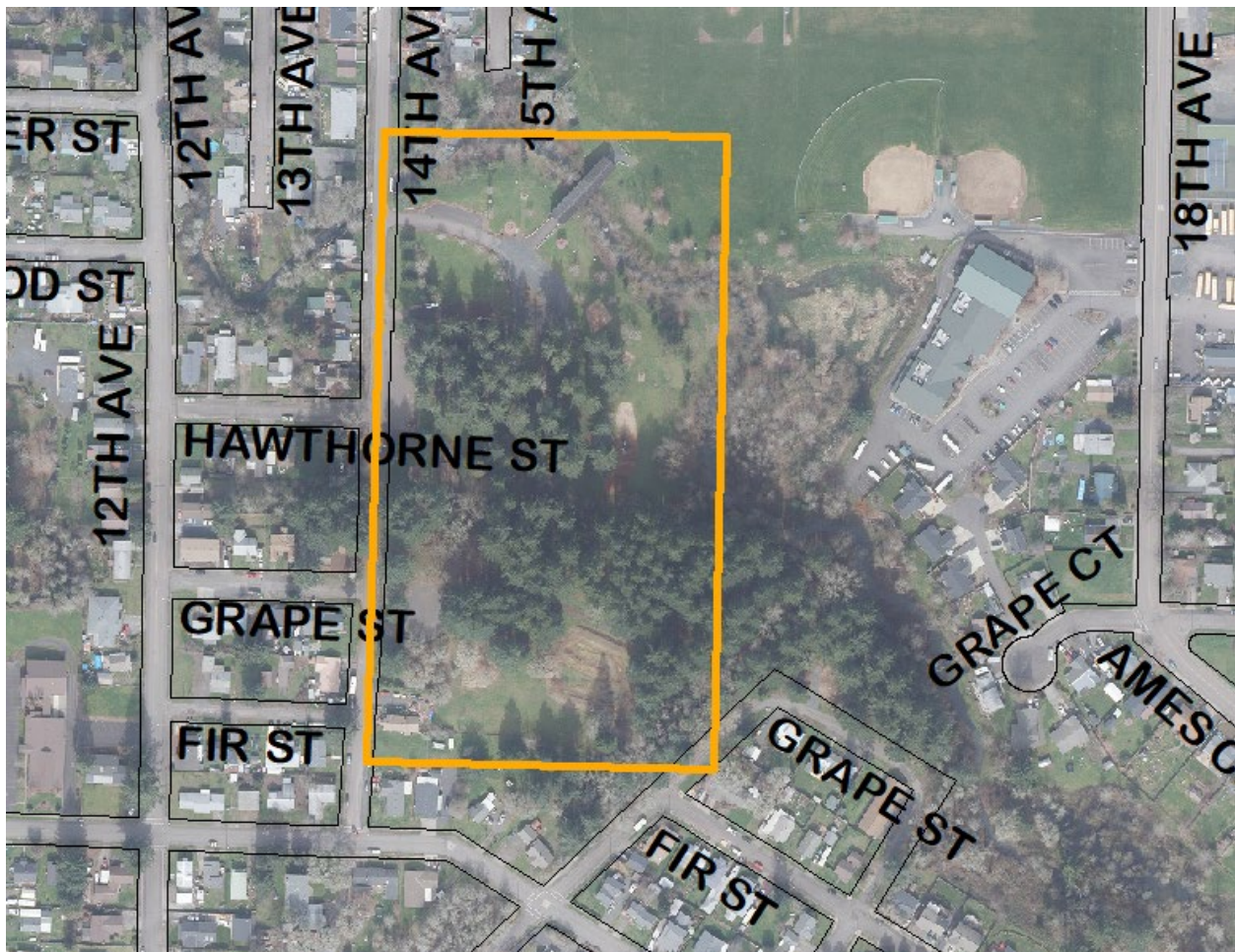
Project/Asset: FY2023-2024 Sankey Park Improvements

Budget Year: 2023-2024

Description: Design and construct pedestrian bridge from Sankey Park to the Jim Riggs Community Center.

Estimated Cost: \$200,000

Proposed Fund(s): To be determined.



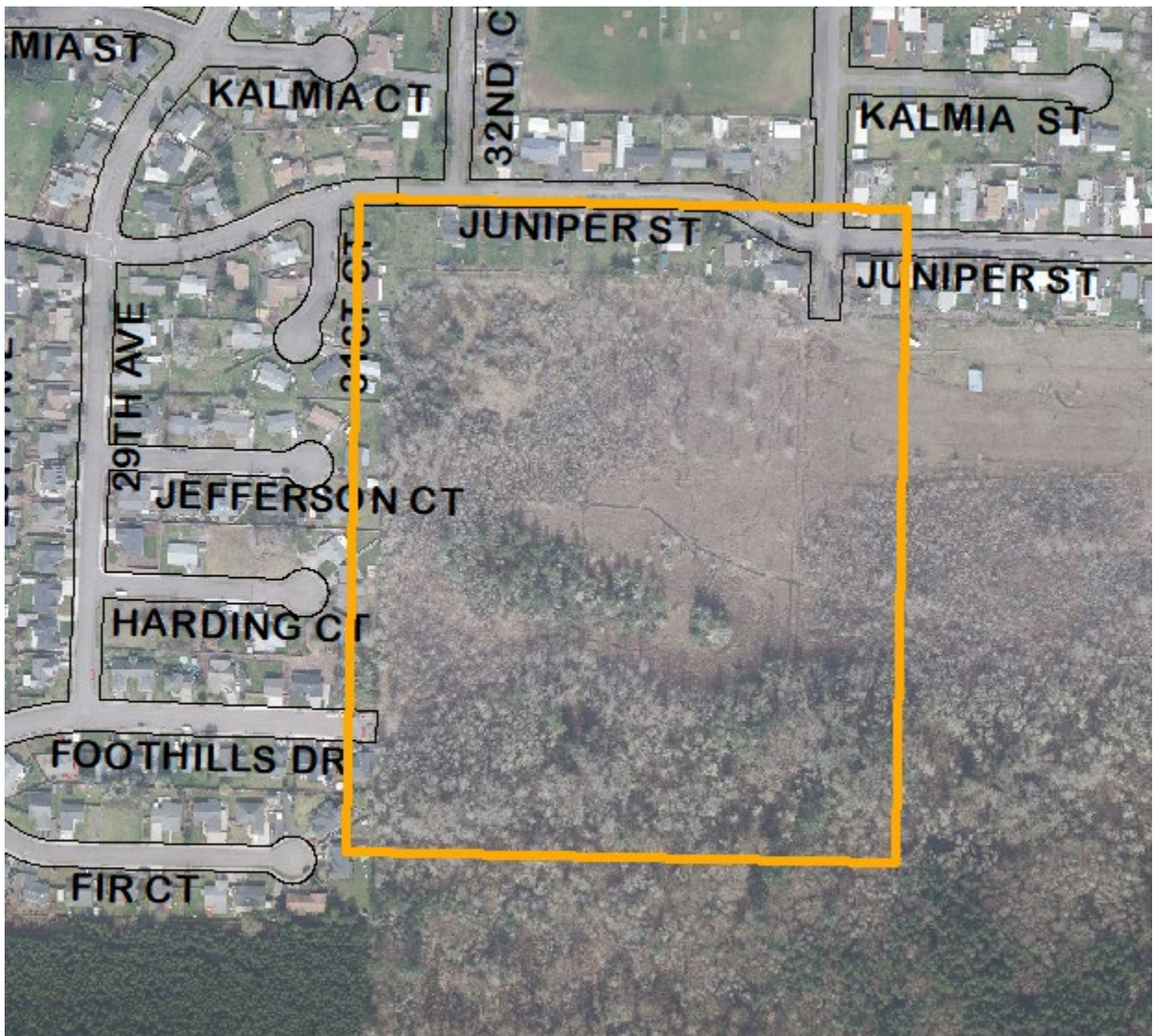
Project/Asset: FY2023-2024 Hobart Wildlife Habitat Improvements

Budget Year: 2023-2024

Description: Design and construct parking area secondary loop and parking area off Foothills Drive.

Estimated Cost: \$25,000

Proposed Fund(s): To be determined.



Water

The City operates and maintains a Water Treatment Plant (WTP) and appropriate distribution systems in accordance with strict governmental regulations while providing safe potable water and protecting the health of the environment. Numerous activities are associated with the production of potable water. Equipment operation and maintenance is accomplished on pumps, valves, motors, compressors, chemical feed machines, flow meters, pressure meters and filters. Production averages approximately one million gallons per day with peak days in excess of 2.5 million gallons. To accomplish this feat, the plant runs seven days a week, 365 days a year.

Monitoring activities include flow monitoring at the filtration plant, level monitoring of the reservoirs and chemical and biological laboratory testing. Daily lab tests for turbidity, chlorine concentration, fluoride concentration and pH are performed. Periodic testing is provided by private certified laboratories for 83+/- parameters including fecal coliforms, inorganic contaminants, radioactive contaminants and organic contaminants.

Our goal is to continue to produce superior quality potable water that resulted in the city earning the Overall Best Drinking Water in Oregon award for 2016.

Project/Asset:	Water Treatment Plant Upgrades
Budget Year:	2019-2020
Description:	Design and construct upgrades to the Sodium Hypochlorite system.
Estimated Cost:	\$50,000
Proposed Fund(s):	Water Capital



Project/Asset: Design Water Reservoir

Budget Year: 2019-2020

Description: Evaluate location for new water reservoir (or rehabilitation of current) to increase storage capacity and equalize water distribution system pressure throughout the City.

Estimated Cost: \$300,000

Proposed Fund(s): Water Depreciation Fund



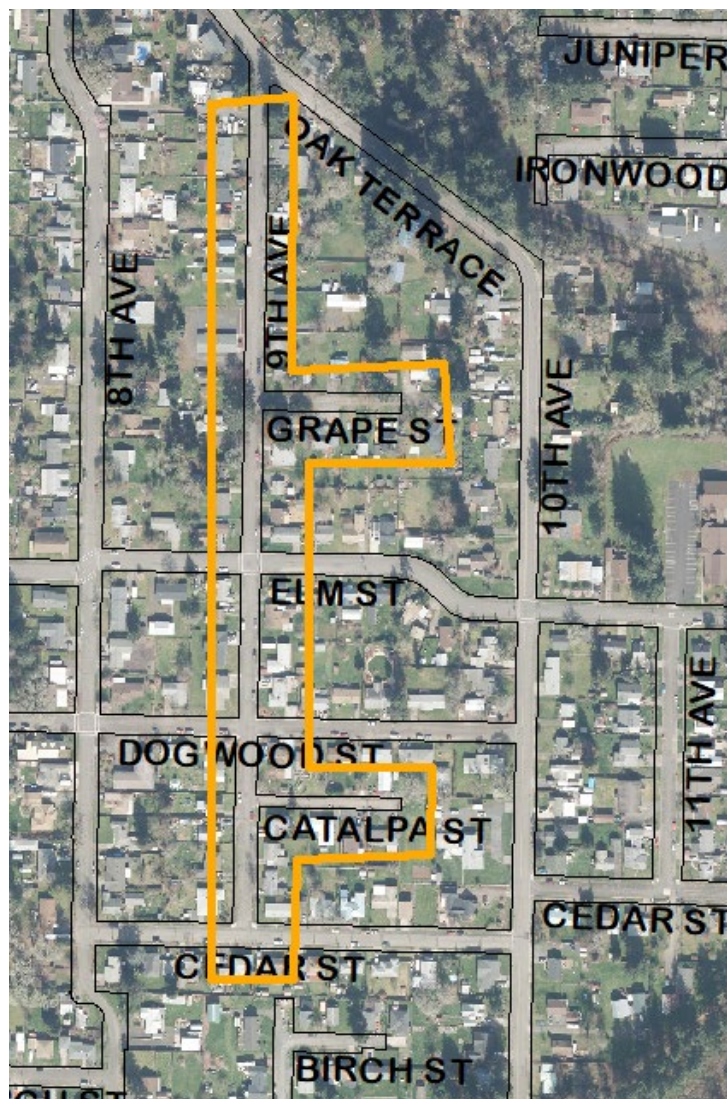
Project/Asset: 9th Avenue 2-inch Water Main Replacement

Budget Year: 2020-2021

Description Design and construct infrastructure replacing the aging 2" water distribution mains to support capacity and pressure. Includes street overlay of 9th Avenue between Oak Terrace and Cedar Street

Estimated Cost: \$500,000

Proposed Fund(s): Water Depreciation, Streets Enterprise and Path Program



Project/Asset:	Construct/Rehabilitate Water Reservoir
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Budget Year:	2020-2021
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Description:	Construct a new reservoir or rehabilitate a current reservoir to increase storage capacity and address system pressure issues.
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Estimated Cost:	\$2,500,000
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Proposed Fund(s):	To be determined.
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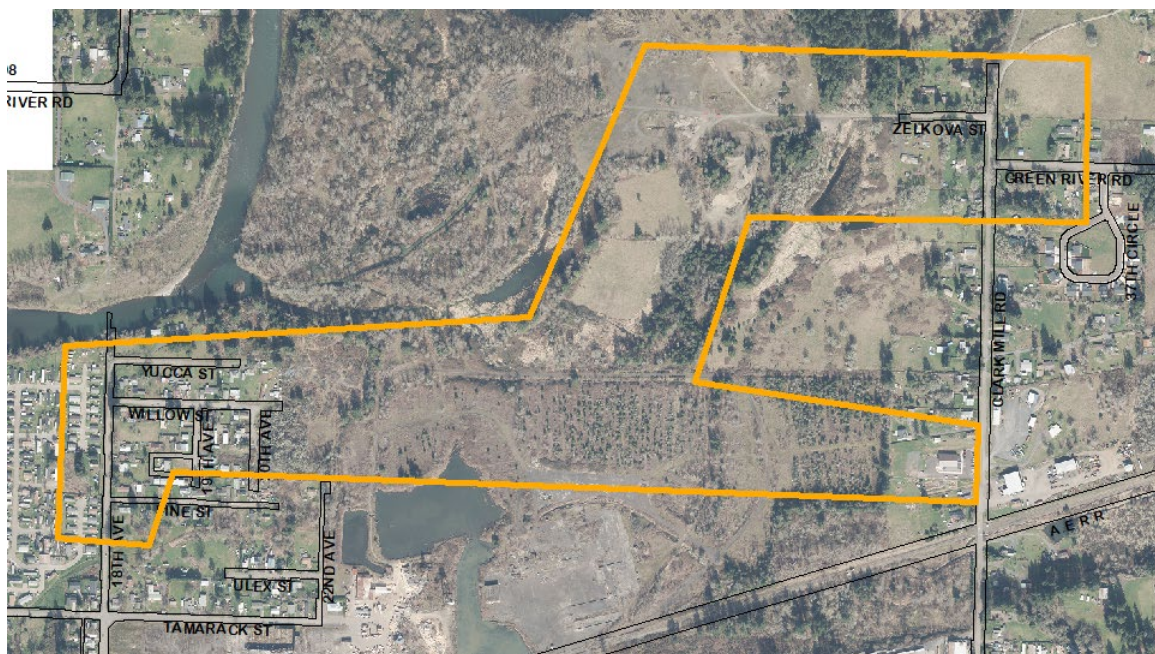
Project/Asset:	Northern Transmission Main (Phase 1)
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Budget Year:	2020-2021
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Description:	Design infrastructure for Quarry Park and Willow Street to Clark Mill Road.
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Estimated Cost:	\$80,000
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Proposed Fund(s):	Water Capital
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Project/Asset:	Spruce Street Water Main Replacement
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Budget Year:	2020-2021
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains.
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Estimated Cost:	\$75,000
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Proposed Fund(s):	Water Enterprise Fund
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Project/Asset:	12th to 14th Avenue Water Main Replacement
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Budget Year:	2020-2021
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains.
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Estimated Cost:	\$350,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Nandina Street (22nd) 2" Water Main Replacement
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Budget Year:	2020-2021
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains. Will be completed in-house by Public Works staff.
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Estimated Cost:	\$20,000
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Proposed Fund(s):	Water Enterprise
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Project/Asset:	13th and 15th Avenue Water Main Replacement
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Budget Year:	2021-2022
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains.
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Estimated Cost:	\$340,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Northern Transmission Main (Phase 1)
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Budget Year:	2021-2022
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Description:	Construct infrastructure for Quarry Park and Willow Street to Clark Mill Road.
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Estimated Cost:	\$700,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Water Master Plan Update
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Budget Year:	2021-2022
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Description:	Evaluate, model and document long-range planning for water distribution system.
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Estimated Cost:	\$100,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	22nd Avenue Alleys 2" Water Main Replacement
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Budget Year:	2022-2023
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains.
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Estimated Cost:	\$150,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Sunset Lane 2" Water Main Replacement
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Budget Year:	2022-2023
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Description:	Design and construct infrastructure to replace aging 2" water distribution mains.
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Estimated Cost:	\$320,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Northern Transmission Main (Phase 2)
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Budget Year:	2022-2023
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Description:	Design infrastructure to add new transmission main from Clark Mill Road to Foster as a new loop to support capacity and pressure.
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Estimated Cost:	\$150,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Northern Transmission Main (Phase 2)
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Budget Year:	2022-2023
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Description:	Construct infrastructure to add new transmission main from Clark Mill Road to Foster as a new loop to support capacity and pressure.
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Estimated Cost:	\$1,500,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Nandina Street (9th to 15th) 2” Water Main Replacement
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Budget Year:	2023-2024
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Description:	Design and construct infrastructure to replace aging 2” water distribution mains.
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Estimated Cost:	\$605,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	4th Avenue and Long Street 2-4” Water Main Replacement
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Budget Year:	2023-2024
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Description:	Design and construct infrastructure to replace aging 2-4” water distribution mains.
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Estimated Cost:	\$370,000
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Proposed Fund(s):	To be determined.
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Wastewater

The City operates and maintains a Wastewater Treatment Plant (WWTP) and appropriate collection systems in accordance with strict governmental regulations for wastewater collections and reclamation, while protecting the health of the environment. This facility consists of six-unit processes, including influent pumping, aeration, clarification, sludge dewatering and disposal, disinfections and two gravity filters that are operated during certain periods throughout the year. Laboratory facilities which support the operations and comply with state and federal mandates are also associated with the overall operation and maintenance, cleaning of grounds and facilities, sludge dewatering and disposal activities, process operation, monitoring and reporting.

The monitoring activities are composed of effluent flow monitoring and lab testing. The city maintains a water quality lab for the purpose of meeting state and federal regulations for treatment and discharge of municipal sewage. In-house analysis includes daily, weekly and monthly testing for Biological Oxygen Demand (BOD), fecal coliforms, suspended solids, volatile solids and total solids as well as chlorine concentration and pH. Certified private laboratories perform annual and periodic testing for inorganic toxic chemicals (heavy metals), organic toxic chemicals (pesticides) and radioactive contamination. All data from these monitoring activities are collected, correlated and entered into appropriate report formats for submittal to the regulatory agencies (DEQ and EPA).

Other objectives are to try to meet discharge permit requirements within feasible limits set forth under our new NPDES Discharge Permit; continue operations with effluent recycling and sludge watering improvements; and continue replacement reserve.

The primary focus of the coming year in the Wastewater division is the replacement and rehabilitation of the WWTP. In December 2017, the City selected Murraysmith to lead the project and design the new plant. Included in this budget is just over $\frac{3}{4}$ of a million dollars to begin the design work and prepare for future construction. This funding is being made available from resources set aside in the Wastewater Depreciation Fund specifically for major projects such as this. Once completed, slated for early-2023, the new plant will greatly improve collection efforts and exceed many of the requirements specified by DEQ for municipal wastewater facilities.

Project/Asset:	Wastewater Treatment Plant Improvement Project (Final Design)
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Budget Year: 2019-2021

Description: Engineering design of improvements for the WWTP.

Estimated Cost: \$3,400,000

Proposed Fund(s): Wastewater Depreciation

Project/Asset:	Wastewater Treatment Plant Improvement Project (Construction)
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Budget Year: 2021-2023

Description: Rehabilitate and construct new components to Wastewater Treatment Plant.

Estimated Cost: \$24,800,000

Proposed Fund(s): Wastewater Depreciation

Project/Asset:	Manhole Ring & Cover Replacement Project
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Budget Year: Annually

Description: Identify and replace aged manhole ring and covers throughout the collection system.

Estimated Cost: \$15,000

Proposed Fund(s): Wastewater Enterprise

Project/Asset:	Manhole Structure Rehabilitation/Replacement Project
Budget Year:	Annually
Description:	Identify and replace aged manhole structures throughout the collection system.
Estimated Cost:	\$50,000
Proposed Fund(s):	Wastewater Enterprise

Project/Asset:	Main Street from 18th Avenue to 22nd Avenue
Budget Year:	2022-2023
Description:	Sewer main decreases in size from a 12" to 8" sewer main downstream of McDonalds. Upsize sewer main downstream of McDonalds to relieve bottleneck.
Estimated Cost:	\$220,000
Proposed Fund(s):	To be determined.

Storm Water

Due to anticipated government requirements as well as City Council directive, the city established a Storm Water Drainage Utility in 2008. As there are many storm water drainage/flooding problems in various areas throughout Sweet Home, a user rate of \$1.00 per equivalent dwelling unit (EDU) was determined to be in the best interest of the citizenry. The Storm Water system is part of the collection system and therefore shares employees to complete necessary work.

Project/Asset:	38th Avenue and Long Street Drainage Improvements
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Budget Year: 2019-2020

Description: Increase capacity on undersized culverts on Long Street from 37th Avenue to 38th Avenue and improve grade for efficient storm water conveyance.

Estimated Cost: \$65,000

Proposed Fund(s): Storm Water Enterprise

Project/Asset:	Storm Water Master Plan Update
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Budget Year: 2021-2022

Description: Evaluate, model and document long-range planning for storm water conveyance system.
Also is part of our TMDL for DEQ.

Estimated Cost: \$100,000

Proposed Fund(s): Storm Water Enterprise

Streets

Most of the resources available for the Streets Division comes from the state in the form of Gas Tax revenue. For the 2018-2019 fiscal year, additional revenue is anticipated from the state due to the new transportation package passed by the legislature during the 2017 short session. Additional monies in the Streets Division budget came from Linn County. During the 1991-92 fiscal years, Linn County had transferred the jurisdiction 8.78 miles of County roads within the City of Sweet Home to the City. Along with these roads came approximately \$1.7 million.

A good transportation network for any city requires roads that citizens can drive on safely and can get from point A to point B with minimal hassle and all the tires still on the vehicle instead

of a pothole. Like many cities in Oregon, Sweet Home has its fair share of roads that need some work.

Project/Asset:	29th Avenue Thin Lift Overlay
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Budget Year:	2019-2020
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Description:	Thin lift overlay the roadway for preventive maintenance.
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Estimated Cost:	\$150,000
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Proposed Fund(s):	Streets Improvement Path Program
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Project/Asset:	Radar Speed Message Signs
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Budget Year:	2019-2020
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Description:	Purchase and install radar speed message signs to inform drivers of their current speed vs. the posted speed.
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Estimated Cost:	\$40,000
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Proposed Fund(s):	Gas Tax Fund
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Project/Asset:	FY2019-2020 Overlay Project
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Budget Year:	2019-2020
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Description:	<p>Pave streets in poor condition:</p> <ul style="list-style-type: none">• Juniper Street• 32nd Court• 45th Avenue (dead end)• 46th Avenue at Main Street
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Estimated Cost:	\$130,000
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Proposed Fund(s):	Gas Tax Fund
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Project/Asset:	Highway 20 STIP Project
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Budget Year:	2019-2020
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Description:	City matching funds for ODOT STIP project which includes sidewalks from 54 th Avenue to Riggs Hill Road.
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Estimated Cost:	\$300,000
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Proposed Fund(s):	Streets Improvement
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Project/Asset:	Strawberry Subdivision Thin Lift Overlay
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Budget Year:	2020-2021
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Description:	Thin lift overlay the roadway for preventive maintenance.
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Estimated Cost:	\$120,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	8th Avenue Overlay
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Budget Year:	2020-2021
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Description:	Mill and overlay 8 th Avenue from Cedar Street to Oak Terrace Lane
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Estimated Cost:	\$120,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	42nd Avenue Overlay and Storm Improvements
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Budget Year:	2020-2021
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Description:	Identify and install storm catch basins on City streets
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Estimated Cost:	\$120,000
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Proposed Fund(s):	To be determined.
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Project/Asset:	Overlay Projects
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Budget Year:	2021-2022
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Description:	<p>Pave gravel streets and streets in poor condition:</p> <ul style="list-style-type: none">• Juniper Street off 6th Avenue• Grape Loop• Poplar Street off 9th• 13th and Osage• Locust Street at 54th• Nandina/Osage/Poplar Street and 52nd• Nandina from 54th to 56th and alley
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Estimated Cost:	To be determined.
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Proposed Fund(s):	To be determined.
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Project/Asset:	Harding Street Half Street Improvements
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Budget Year:	2022-2023
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Description:	Half street improvement on south side of Harding Street including sidewalk, curb, gutter, catch basins and full street overlay
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Estimated Cost:	\$300,000
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Proposed Fund(s):	To be determined.
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Public Works Department

City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592
www.sweethomeor.gov

November 6, 2019

Mr. Brian Helliwell
Jacobs/CH2M Hill OMI
1357 Pleasant Valley Road
Sweet Home, OR 97386

Re: City of Sweet Home/Jacobs Utility Management Contract

Dear Brian,

In March, City staff performed an audit of the Water Treatment Plant (WTP), where several operational deficiencies were identified, documented, and then presented to City Council. Over the last several months, Sweet Home's City Council has held multiple meetings to discuss Jacobs performance for the Administration and Operation (A&O) of the City's water treatment and wastewater treatment plants per the contract.

As a part of those discussions, City Council directed staff to research alternative options to the current contract with Jacobs. During the September 24, 2019 Council meeting, staff presented three alternatives; 1) renegotiate the base fee of the current contract with Jacobs, 2) seek a new service provider, or 3) transition to internal A&O of the water treatment and wastewater treatment plants.

On Wednesday, October 30, 2019, the City Council met in an open work session. During that work session, Council noted that Jacobs had made progress correcting deficient items identified during the WTP audit. While the Council believes Jacobs may have neglected their obligations under the contract, the Council expressed they may be willing to continue their contractual relationship with Jacobs if Jacobs agrees to the following conditions:

1. There will be no increase in the base rate for the 2019/2020 fiscal year. Agreement to the escalation would be an endorsement of Jacobs performance and the Council feels, and Jacobs has admitted, they have underperformed, and;
2. Because Jacobs' failure to fulfill their obligations under the contract has forced the City to hire a Utility Manager, Jacobs shall fund the wages and benefits for the City's Utility Manager to oversee Jacobs' performance under the terms of the contract out of the base rate, thus lowering the base rate by \$103,592 to \$957,678 for the 2019/2020 fiscal year, and;
3. All deficiencies identified in the WTP audit will be repaired by November 1, 2020 at Jacobs' sole expense and to specifications agreeable to the City, meeting generally accepted professional standards. Jacobs will provide the City with a schedule detailing the appropriate repairs and the methodology for the repairs to be completed with their response to this letter and monthly reports of the progress of repairing said deficiencies, and;

4. Jacobs must meet all obligations of the contract moving forward, including maintaining the appropriate staffing levels.

The City Council appreciates Jacobs' patience and transparency displayed while they work through these difficult decisions. Should Jacobs agree to these conditions the Council will strongly consider continuing their working relationship with Jacobs for another year then re-evaluate their options under the contract. Please formally respond to this letter within thirty (30) days from the date of this correspondence.

Should there be any further questions or comments, please feel free to contact me at (541) 367-6359.

Sincerely,



Greg Springman
Public Works Director

Cc: Ray Towry, City Manager
Robert Snyder, City Attorney
Steven Haney, Utility Manager
Efrain Rodriquez, Jacobs



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:

November 12, 2019

SUBMITTED BY:

R. Towry, City Manager

REVIEWED BY:

R. Towry, City Manager

TITLE:

Enhanced Law Enforcement

Area Ordinance

ATTACHMENTS:

Enhanced Law Enforcement

Area

TYPE OF ACTION:

☐ RESOLUTION

☒ MOTION

☐ ROLL CALL

☐ OTHER

RELEVANT CODE/POLICY:**TOWARD COUNCIL GOAL:**

Vision Statement: 1. We aspire to make Sweet Home a community people find desirable to live in. 5. We aspire to create an economically strong environment in which businesses prosper.

Mission Statement: ... we will be responsive to the community while preparing for the future.

Council Goals: 3. Look for methods to improve community safety.

PURPOSE OF THIS RCA:

Council adoption of the proposed Enhanced Law Enforcement Area (Downtown Expulsion) Ordinance

BACKGROUND/CONTEXT:

The intent of the Enhanced Law Enforcement area was to attempt to address frustrations over illegal activity that repeatedly occurs in downtown Sweet Home. This proposed ordinance is not about homelessness and it's not about solving the issue of homelessness. It's about public safety. The city has an obligation to maintain a safe environment for its residents and support local business. That means enforcing laws against behavior that infringes on the rights of others. Downtown merchants and others have complained that a number of people are engaging in behavior that makes it unpleasant to spend time downtown, negatively affecting their business.

It is appropriate to expect people who want to be in the downtown area to obey the law and conduct themselves appropriately. Those expectations should be help consistently across different demographics. The emphasis is on behavior.

After discussion during the October 30th City Council Work Session, by Consensus, a sunset clause was determined not to be needed, 3 crimes in 12 months was determined reasonable, the proposed map was determined to be reasonable, the ordinance shall be revisited during the 2020 December City Council meeting, and the following crimes were removed:

1. Illegal Gambling - O.R.S. 167.122 and O.R.S. 167.127
2. Curfew - SHMC § 9.28.010
3. Unnecessary Noise - SHMC § 9.20.020

The proposed Exclusion from the Enhanced Law Enforcement area ordinance also lists multiple variances that *shall* be granted by the Chief of Police or the Municipal Court. These variances or waivers would include;

1. Residing in the exclusion area.
2. Is employed in the exclusion area.
3. To visit the residence of a family member in the exclusion area.
4. To consult with an attorney.
5. To attend alcohol or drug treatment sessions.
6. To attend religious services or otherwise exercise a constitutional right.
7. To pass through the exclusion area.
8. To attend a public meeting.
9. To attend a court hearing.
10. To engage in any activity ordered by the court.
11. To obtain social, medical or like services.
12. For employment purposes.

This proposed ordinance is intended as another tool that law enforcement and the Court would have to deal with repeated issues in the downtown area. It could be used as a piece of the puzzle to address unwanted behavior in the area.

THE CHALLENGE/PROBLEM:

How does the City of Sweet Home maintain a safe downtown environment for residents, merchants and visitors?

STAKEHOLDERS:

- City of Sweet Home Citizens –The community deserves a safe and walkable downtown.
- City of Sweet Home Staff – This ordinance is intended to be a tool that law enforcement and the Court have to deal with repeated issues in the downtown area.
- City of Sweet Home City Council – This ordinance will aide Council in their stated goals: Vision Statement: 1. We aspire to make Sweet Home a community people find desirable to live in. 5. We aspire to create an economically strong environment in which businesses prosper. Mission Statement: ... we will be responsive to the community while preparing for the future. Council Goal: 3. Look for methods to improve community safety.

ISSUES & FINANCIAL IMPACTS:

Maintaining a safe and viable downtown will encourage economic development

ELEMENTS OF A STABLE SOLUTION:

Sweet Home must have a safe and walkable downtown area.

OPTIONS:

1. Do Nothing. The ordinance will “die” if no action is taken.
2. Make a Motion to move Ordinance No, 7 for 2019 – An Ordinance Pertaining to Expulsion from Enhanced Law Enforcement Areas of City of Sweet Home, to first reading.
3. Recommend staff make revisions to Ordinance No, 7 for 2019 – An Ordinance Pertaining to Expulsion from Enhanced Law Enforcement Areas of City of Sweet Home.

RECOMMENDATION:

Staff recommends option 2, *Make a Motion to move Ordinance No, 7 for 2019 – An Ordinance Pertaining to Expulsion from Enhanced Law Enforcement Areas of City of Sweet Home to first reading.*

ORDINANCE BILL NO. 7 FOR 2019

ORDINANCE NO. ____

SWEET HOME ORDINANCE PERTAINING TO EXPULSION FROM ENHANCED LAW ENFORCEMENT AREAS OF THE CITY OF SWEET HOME

WHEREAS, the City desires to reduce unlawful behavior in certain areas within the City of Sweet Home by expulsing certain persons therefrom that are the cause of said unlawful behavior;

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Section 9.20.050 titled ENHANCED LAW ENFORCEMENT AREAS is created to read as follows:

A. Enhanced law enforcement areas are designed to protect the public from those whose illegal conduct poses a threat to safety, health or welfare. Enhanced law enforcement areas include the area within the City of Sweet Home encircled by the following boundary (and including those portions of the streets and rights-of-way mentioned herein): See Exhibit A attached hereto for area in blue.

B. A person is subject to expulsion for a period of 30 days from entering or remaining within an enhanced law enforcement area if that person has been cited to appear and/or arrested within an enhanced law enforcement area for a total of three (3) or more instances of unlawful behavior within the enhanced law enforcement area within the last 12 months. If the person to be expelled has been expelled from that enhanced law enforcement area at any time within two years before the date of the present expulsion, the expulsion shall be for 90 days. For purposes of this Section, unlawful behavior means violating or being charged with violating the crimes and violations listed below:

1.	Criminal Homicide	O.R.S. 163.005
2.	Rape, Sodomy, and Unlawful Sexual Penetration	O.R.S. 163.355 to O.R.S. 163.411
3.	Menacing and Recklessly Endangering Another Person	O.R.S. 163.190 and O.R.S. 163.195
4.	Intimidation	O.R.S. 166.155 and O.R.S. 166.165
5.	Harassment	O.R.S. 166.065
6.	Disorderly Conduct II	O.R.S. 166.025
7.	Discharge of Weapons	O.R.S. 166.630 and O.R.S. 166.635 SHMC §§ 9.32.010, 9.32.020, 9.32.030 (See O.R.S. 166.172)
8.	Providing Liquor	O.R.S. 471.410
9.	Minor in Possession of Alcohol	O.R.S. 471.430
10.	Assault and Strangulation	O.R.S. 163.160 to O.R.S. 163.187

11.	Sexual Abuse, Contributing to the Delinquency of a Minor and Sexual Misconduct	O.R.S. 163.415, O.R.S. 163.425, O.R.S. 163.427, O.R.S. 163.435, and O.R.S. 163.445
12.	Public Indecency	O.R.S. 163.465
13.	Controlled Substances	O.R.S. 167.222, O.R.S. 167.262 and O.R.S. 475.525 to O.R.S. 475.894
14.	Criminal Mischief	O.R.S. 164.345 to O.R.S. 164.365
15.	Criminal Mistreatment	O.R.S. 163.200 and O.R.S. 163.205
16.	Criminal Trespass	O.R.S. 164.245 and O.R.S. 164.255
17.	Unlawful Use of a Weapon	O.R.S. 166.220
18.	Prostitution and Related Offenses	O.R.S. 167.007 to O.R.S. 167.017
19.	Theft	O.R.S. 164.015 to O.R.S. 164.140
20.	Placing Offensive Substances in Waters, on Highways or Other Property and Offensive Littering	O.R.S. 164.785 and O.R.S. 164.805
21.	Arson and Related Offenses	O.R.S. 164.315 to O.R.S. 164.335
22.	Purchasing Sex with a Minor	O.R.S. 163.413
23.	Urinating or Defecating in Public Places	SHMC 9.24.050
24.	Consumption or Possession of Alcoholic Beverages in Public Places	SHMC 9.20.030
25	Any attempt to commit (as defined by O.R.S. 161.405) or conspiracy to commit (as defined by O.R.S. 161.450 and O.R.S. 161.455) any of the above offenses.	

C. If a person expelled from an enhanced law enforcement area is found within the perimeter of the enhanced law enforcement area during the expulsion period, that person may be arrested for trespass in the second degree, as defined by ORS 164.245. A person is not considered to be within the enhanced law enforcement area if the person is within a vehicle that is passing through the expulsion area.

D. The Chief of Police is designated as the person in charge of enhanced law enforcement areas for the purpose of issuing expulsion notices in accordance with this Section. Any Sweet Home Police Officer can issue expulsion notices in accordance with this Section.

E. At the time a person is cited to appear and/or arrested within an enhanced law enforcement area for any of the offenses specified in this Section, the officer making such cite to appear and/or arrest may deliver to that person a written notice expelling that person from the enhance law enforcement area. Any expulsion notice shall not take effect until the sixth day after the notice is issued.

1. The notice shall specify the area from which the person is expelled, the length of the expulsion, the penalty for entering the excluded area and contain information concerning the right to appeal the expulsion to the Sweet Home Municipal Court.

2. The person to whom the expulsion is issued shall sign a written acknowledgment of receipt or the officer shall make a written record of the refusal.

F. The person to whom an expulsion notice is issued shall have the right to an appeal from the issuance of the notice. The expulsion notice will notify the person of the right to appeal and process for appeal.

1. An appeal of the expulsion must be filed, in writing, within five business days of the issuance of the notice. The appeal must be filed with the Municipal Court. A hearing on the appeal shall be held before the Judge of the Municipal Court within 20 business days of the appeal. The expulsion shall be stayed during the pendency of the appeal. **The decision of the Judge of the Municipal Court shall be final.**

2. The City shall have the burden to show by a preponderance of evidence that the expulsion was based upon the conduct proscribed by this Section. Copies of documents in its control and which are intended to be used by the City at the hearing shall be made available to the appellant at least two days prior to the hearing.

3. A determination of the **Judge of the** Municipal Court that the officer who issued the expulsion notice at the time had probable cause to cite and/or arrest the person to whom the expulsion notice was issued for the conduct described in this Section shall be prima facie evidence that the expulsion was based on conduct prohibited by those statutes, ordinances or code.

G. Variances from the expulsion may be granted at any time during the expulsion period by the Chief of Police, or by the Municipal Court.

1. The Chief of Police or the Municipal Court shall grant a variance to any person who can establish that he or she is a resident of the expulsion area, is employed within the expulsion area, or will use the waiver to visit the residence of a family member, to consult with an attorney, to attend alcohol or drug treatment sessions, to attend religious services or otherwise exercise a constitutional right, to pass through the expulsion area, to attend a public meeting, to attend a court hearing, to engage in any activity ordered by a court, to obtain social, medical or like services, or for employment purposes. A variance may also be granted when, in the discretion of the Chief of Police or the Municipal Court, the expulsion order is no longer necessary to preserve public safety, **health or** welfare. The denial of a variance may be appealed within five business days to the Municipal Court using the same procedures as for an appeal of the imposition of the expulsion. **The decision of the Judge of the Municipal Court shall be final.**

2. All variances shall be in writing, for a specific period of time and only to accommodate a specific purpose, all of which shall be stated on the variance.

3. The person shall keep the variance on his or her person at all times the person is within the expulsion area.

Passed by the Council and approved by the Mayor this ____ day of _____, 2019.

Mayor _____

ATTEST:

City Manager - Ex Officio City Recorder

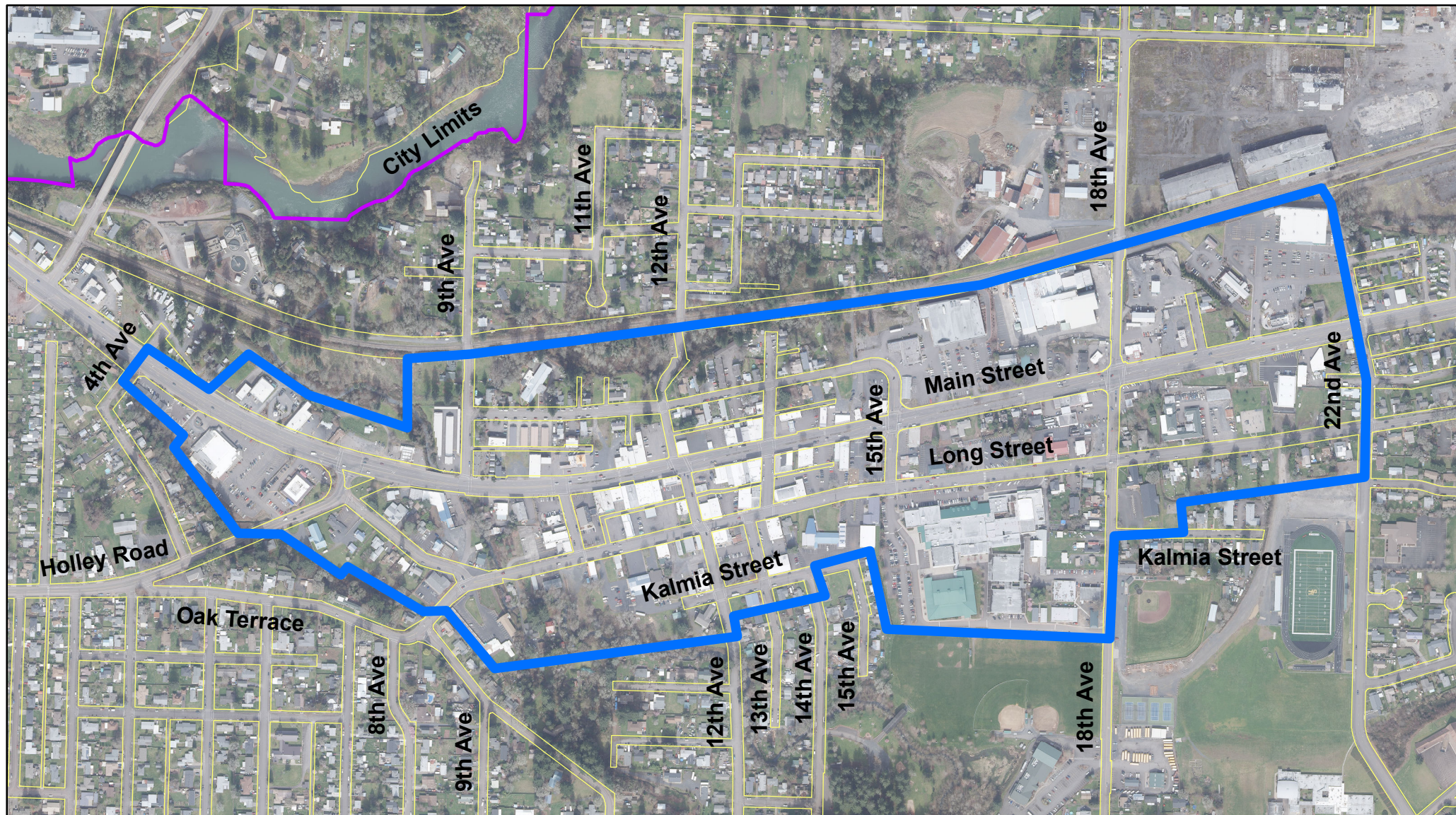


Exhibit A



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:

November 12, 2019

SUBMITTED BY:

R. Towry, City Manager

REVIEWED BY:

R. Towry, City Manager

TITLE:

9th Avenue Purchase and
Sale Agreement

ATTACHMENTS:

9th Avenue Purchase and
Sale Agreement

TYPE OF ACTION:

☐ RESOLUTION

☒ MOTION

☐ ROLL CALL

☐ OTHER

RELEVANT CODE/POLICY:**TOWARD COUNCIL GOAL:**

2.5: Continue to implement best financial practices

PURPOSE OF THIS RCA:

Should City Council authorize the City Manager to authorize the Purchase and Sale Agreement for 1730 9th Avenue property?

BACKGROUND/CONTEXT:

An appraisal was completed on the property on October 19, 2016 by Powell Banz Valuation estimating the property value at \$250,000 and suggested listing the property 10% - 15% over that value.

The Linn County Real Market Value (RMV) was listed as \$290,820.00 on land and buildings. A Public Hearing was held December 13, 2016 where Council accepted public comment on the property, declared the appraised value and adopted Resolution 34 for 2016 declaring the property as surplus, authorizing its sale.

Council authorized staff to enter into an agreement with NW Heritage to list the property at \$349,900.00, the property was listed in June 2017. One offer was received that was less than half of the asking price.

The Council began reducing the listing price until an acceptable offer was received. The current offer for \$220,000 would net the city +/- \$207,585 after expenses and allows the City to keep the unique natural rock formation along the river and the ability to build an ADA accessible trail to the river.

THE CHALLENGE/PROBLEM:

How to maximize the return to taxpayers from the sale of surplus property for its highest and best use and get the property back onto the tax rolls.

STAKEHOLDERS:

- City of Sweet Home Residents – Residents desire the best return on the property for the community.
- City Council – Council wants to see the property gain the best return for the City. Selling the property would put its value back on the tax rolls for the property tax income.

ISSUES & FINANCIAL IMPACTS:

1. Property Tax Income – Selling the property would put its value back on the tax rolls for the property tax income

ELEMENTS OF A STABLE SOLUTION:

OPTIONS:

1. Do Nothing - Keep the property listed.
2. Authorize the City Manager to authorize the Purchase and Sale Agreement for 1730 9th Avenue.



RECOMMENDATION:

1. Staff recommends option 2, Authorize the City Manager to authorize the Purchase and Sale Agreement for 1730 9th Avenue.

1730 9th Av	Asking Price : \$289,900	Status: ACTIVE	MLS #: 719861
Sweet Home	Zoning Munic		Acres: 1.290
97386			

Location Information
Area: **80 LINN COUNTY**
County: **Linn**
Elem School: **Hawthorne**
Middle School: **Sweet Home**
High School: **Sweet Home**
Lot: **2900** Block:
Subdivision:
Cross Street: **Main**
Directions to Property:
Main St left on 9th end of road on left.

Map/Parcel: **13S01E31**

Click for Map or Assoc Docs:  

Financial / General Information
Asking Price: **\$289,900**
Price per Acre: **\$224,728.68**
Original Price: **\$349,900**

Tax Info:
Tax Acct #: **247185**
Tax Amount: **\$0**
Tax Years: **2016**

Property Class: **Bare Land**
Property Type: **Land (1+ Acre)**
Suitable for: **Multi-Family, Single Family Residence, Manufactured**



Land Information
Acres: **1.290**
Approx Lot SqFt:
Appr Lot Dimensions:
Apprvd for Mfd Home: **Yes**
Deferral:
Easement: **yes**
Frontage Feet:
Inclusions:
Exclusions:

Seller to 1031: **No**
Soil Type:
Sp. Assessments or Liens:
Water Rights: **Unknown**
Wtr Rts
Source:

Virtual Tour:

Beautiful river front with investment potential if you want to build multiple homes. Build your dream home and keep a shop so you don't need to build one. Room for 3 homes and all would have a slice of river frontage. There are maps in docs for the use and layout of new homes. Remarkable property w/amazing views. We have more info if you need it. The city is willing to work w/someone on new builds and development if you want to do more than 1 home. Shops might be taken down-make offer quick!

Private Remarks:

Features

ACCESS	Other (Refer to Remarks)
CABLE TV	Yes
CORNERS	To Be Flagged
ELECTRICITY	Yes
FENCED	Partial
FLOOD PLAIN	Yes
HIGH SPEED COMMUNICATIONS	Present
LOT TYPE	Irregular
NATURAL GAS	Yes
OUTBUILDINGS	Separate Shop, Other (Refer to Remarks)
REPORTS AVAILABLE	No
SELLER TO DO 1031	No
SEPTIC APPROVAL	No
SEPTIC INSTALLED	No
SEWER AVAILABLE	Yes
SURVEYED	No
TELEPHONE	Yes
TIMBER	No
VIEW	Water Frontage
WATER	City

city to sign + date

Assoc Docs-write up & maps & easements. Need 24 hr notice to unlock. We have more info if you need it. The city is willing to work w/someone on new builds and development if you want to do more than 1 home. Shops might be taken down-make offer quick!

Listing / MLS Information
List Broker **THE WENDI MELCHER TEAM**
License#: **200005119**
Phone: **Wendi: 541-409-4813**
E-mail: **wendi@heritagenw.com**
List Office: **HERITAGE NW SWEET HOME**

Office ID: **200511236**
Office Ph: **OFFICE: 541-367-6889**
Fax: **FAX: 541-367-6839**
Co-List:
Owner: **City of Sweet Home**
Owner Ph:
Owner Address:
Showing: **Vac, Call L/Broker**

Agency Type: **Exclusive Right to Sell**
Selling Office Commission: **2.5**

Dual/Variable Commission: **No**
Differing Coop Offer: **No**
Escrow At: **Ticor**
Possession: **COE**
Seller Terms: **CSH, CNV**
Other Stat: **Other (Refer to Pvt Rmks)**

Listing Date: **6/14/2017** DOM: **863**
For Sale Sign: **Yes** Lockbox: **No**
Prop Address Internet Display: **Yes**

Sold Information
Closing Date:
How Sold:
Sold by:
Closing Notes

Sold Price:
Buyer:



VACANT LAND DISCLOSURE ADDENDUM

Property Address 9th Ave, Sweet Home, 97386

INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Answer all the questions. If a question is not applicable to this Property, mark N/A. Please explain each "YES"
- 2 answer at Section VII below and attach pertinent documents and information. Please refer to the section and item of the question(s) when you
- 3 provide your explanation(s). Please date and sign each page of this Disclosure Addendum and each attachment. SELLER(S) AUTHORIZE(S) ALL
- 4 AGENTS TO PROVIDE A COPY OF THIS VACANT LAND DISCLOSURE ADDENDUM TO OTHER REAL ESTATE AGENTS AND PROSPECTIVE
- 5 BUYERS OF THE PROPERTY.

NOTICE TO BUYER

- 7 THIS IS A DISCLOSURE ADDENDUM MADE BY THE SELLER CONCERNING THE PROPERTY. IT IS NOT A GUARANTY OR WARRANTY
- 8 REGARDING THE CONDITION OF THE PROPERTY. BUYER SHOULD SECURE SEPARATE ADVICE FROM EXPERTS OF BUYER'S CHOICE.
- 9 REAL ESTATE BROKERS ARE NOT REQUIRED TO INSPECT REAL PROPERTY, CANNOT RENDER OPINIONS ON ITS PHYSICAL CONDITION
- 10 OR LEGAL STATUS, AND MAKE NO WARRANTIES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

YES NO UNKNOWN N/A

I. TITLE

- | | | | | | | |
|----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|---|--|
| 11 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Is this Property subject to any of the following? <input type="checkbox"/> first right of refusal <input type="checkbox"/> option <input type="checkbox"/> lease or rental agreement | <i>None Now
Plan 15 to
Have in
Place w/
New Owners</i> |
| 12 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> other listing <input type="checkbox"/> life estate | |
| 13 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. Are there any of the following? <input type="checkbox"/> encroachments <input type="checkbox"/> written or oral boundary or fencing agreements | |
| 14 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> boundary disputes <input type="checkbox"/> recent boundary changes. | |
| 15 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. Are there any of the following? <input type="checkbox"/> rights of way <input type="checkbox"/> easements (other than normal utility easements) | |
| 16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> access limitations <input type="checkbox"/> written or oral agreements concerning the use or access to/from this property | |
| 17 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. Is there a <input type="checkbox"/> written or <input type="checkbox"/> oral agreement for joint maintenance of an easement? | |
| 18 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | E. Any sale, transfer or reservation of development, water or drainage rights? | |
| 19 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | F. Any sale, transfer or reservation of oil, gas, or mineral rights? | |
| 20 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | G. Are you aware of any governmental study, survey, or notice that would affect this Property? | |
| 21 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | H. Are there any pending or existing assessments against this Property (other than real property taxes for the | |
| 22 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | current year)? | |
| 23 | | | | | I. What is the current zoning for the Property? <u>R1</u> | |
| 24 | | | | | J. What is the current use of the Property? <u>ABANDONED MUNICIPAL SHOPS (CITY)</u> | |
| 25 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | K. Are you aware of any pending land use change? | |
| 26 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | L. Is there a land survey for this Property? | |
| 27 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | M. Is this Property subject to any Covenants, Conditions, and Restrictions? | |
| 28 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | If "yes" see V. COMMON INTERESTS SECTION, below. | |
| 29 | | | | | | |

YES NO UNKNOWN N/A

II. GENERAL INFORMATION

- | | | | | | |
|----|-------------------------------------|-------------------------------------|--------------------------|--------------------------|---|
| 30 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Has there been any settling, soil problem, standing water, flooding, or drainage problem on this Property? |
| 31 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. Does the Property contain soil used to fill, build up or level areas of the ground (fill dirt)? |
| 32 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. If yes, does the fill dirt contain foreign materials (e.g. wood, rock, debris)? |
| 33 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. If yes, was the fill dirt compacted? |
| 34 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. Has this Property been identified as "wetland", antiquities, dunes area, or other similar designation? |
| 35 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. Is the Property in a designated flood or slide zone? <u>PARTIALLY</u> |
| 36 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | E. Has there been major damage to this Property from fire, wind, flood, earth movement, or landslide? |

Buyer Initials all / MSJ Date 9/6/2019 | 10:51 AM PDT

Seller Initials 12 / 12 Date 6/19/17

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OREF 019
Page 1 of 4



VACANT LAND DISCLOSURE ADDENDUM

Property Address 9th Ave, Sweet Home, 97386

- 37 ☐ ☒ ☐ ☐ F. Are you aware of any tanks, above ground or underground storage tanks (e.g., fuel, chemical, abandoned
38 septic tank, etc.) currently or previously on the Property?
- 39 ☐ ☒ ☐ ☐ G. Are you aware of any hazardous material, toxic waste, or trash dumping on this Property?
- 40 ☒ ☐ ☐ ☐ H. Are there any structure improvements or personal property located on the Property that may be included in a
41 sale? If "yes" list all items CONC. BUCK OFFICE, OLD SHOP BLDG, NEW SHOP BLDG.
- 42 ☐ ☐ ☒ ☐ 1. Are there any defects or problems with any of these items? If "yes" describe all problems and defects:
43 AGE OF OLD SHOP BLDG.
- 44 ☐ ☒ ☐ ☐ I. Has this Property been used for the manufacture or distribution of illegal substances excluding marijuana?
45 Note: Although marijuana has been legalized for medicinal and recreational use in Oregon, it remains a
46 "Controlled Substance" under Federal Law, and is illegal. See
47 <https://www.whitehouse.gov/ondcp/state-laws-related-to-marijuana>
- 48 ☐ ☒ ☐ ☐ J. Has this Property been used to legally grow marijuana for either medicinal or recreational use as permitted
49 under Oregon laws?
- 50

BUYER MAY WISH TO INVESTIGATE FURTHER ANY OF THE ISSUES MENTIONED ABOVE.

YES NO UNKNOWN N/A

III. WATER

- 51 ☒ ☐ ☐ ☐ A. Is there currently a domestic water supply for this Property?
- 52 1. If "yes", from what source? ☒ public utility ☐ community water system ☐ private well
53 ☐ other (specify) _____
- 54 2. If "no", is a permit required and has it been applied for? _____
- 55 ☐ ☒ ☐ ☐ B. If Property is currently supplied from a well:
- 56 ☐ ☐ ☐ ☒ 1. Is there more than one well?
- 57 ☐ ☐ ☐ ☒ 2. Is (are) the well(s) on-site? (If No, attach explanation).
- 58 ☐ ☐ ☐ ☒ 3. Is (are) the well(s) shared?
- 59 ☐ ☐ ☐ ☒ a. Is there an oral or written agreement for a shared well?
- 60 ☐ ☐ ☐ ☒ b. Is there an easement (recorded or unrecorded) for access to and maintenance of a shared well?
- 61 ☐ ☐ ☐ ☒ 4. Is a copy of the well log(s) available?
- 62 ☐ ☐ ☐ ☒ 5. Well depth(s) is estimated to be _____ feet
- 63 ☐ ☐ ☐ ☒ 6. Well(s) supplied approximately _____ gallons per minute (GPM) of water.
- 64 a. This figure is taken from ☐ well log ☐ a flow test of the well performed when _____
65 and by whom _____
- 66 ☐ ☐ ☐ ☒ 7. Is there a holding tank in addition to the pressure tank for the water system?
- 67 a. If "yes", what is the capacity of the tank? _____ gallons.
- 68 8. Well is _____ years old. Pump type: ☐ submersible ☐ jet. Pump make _____
69 Installed by _____ date _____
70 Serviced by _____ date of last service _____
- 71 ☐ ☐ ☐ ☒ 9. Are there any known problems or have there been any repairs to the water system?
- 72 ☐ ☐ ☐ ☒ 10. Has a ☐ coliform bacteria ☐ nitrates ☐ arsenic or ☐ other water quality test been performed on
73 domestic water supply? If "yes", when _____ by whom _____
- 74 ☐ ☐ ☐ ☒ C. Is there a water treatment system? If "yes", ☐ owned or ☐ leased?
- 75 1. If "yes", for what purpose was the water treatment system installed? _____

Buyer Initials all / MSJ Date 9/6/2019 10:51 AM PDT

Seller Initials DE / DE Date 9/6/17

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OREF 019
Page 2 of 4



VACANT LAND DISCLOSURE ADDENDUM

Property Address 9th Ave, Sweet Home, 97386

- 76 ☐ ☐ ☐ ☒ 2. Is the water treatment system in good working order? (If No, attach explanation).
- 77 ☐ ☒ ☐ ☐ D. Are there any abandoned wells on the Property?
- 78 ☐ ☒ ☐ ☐ E. Do you have other pertinent information regarding the water supply? If "yes", please attach an explanation.
- 79 ☐ ☒ ☐ ☐ F. Is there an irrigation well(s)? If "yes", how many? _____
- 80 ☐ ☐ ☐ ☒ G. Are there water appropriation rights for this Property?
- 81 ☐ ☐ ☐ ☒ 1. Have the water rights been recertified by the State of Oregon?
- 82 ☐ ☐ ☐ ☒ 2. To what body of water do the water rights pertain? _____
- 83 ☐ ☐ ☐ ☒ 3. Have the water rights been used beneficially during the last five years?
- 84 ☐ ☒ ☐ ☐ H. Are there any ponds or body of water been constructed on this Property?
- 85 ☐ ☐ ☐ ☒ 1. If "yes", is there a permit?
- 86 **BUYER MAY WISH TO HAVE ANY NONPUBLIC WATER SOURCES TESTED FOR POTABILITY AND ADEQUACY OF SUPPLY.**

YES NO UNKNOWN N/A

IV. SEWAGE

- 87 ☒ ☐ ☐ ☐ A. Is sanitary sewer currently available to this Property?
- 88 ☐ ☐ ☐ ☐ 1. If "yes", where is the sewer line located? 9th Ave
- 89 ☐ ☐ ☐ ☒ 2. If "no", will such service be available in the future? _____
- 90 ☐ ☐ ☐ ☒ B. Are you aware of any sanitary sewer proposed for this Property?
- 91 ☐ ☒ ☐ ☐ C. Is there a septic system on this Property?
- 92 ☐ ☐ ☐ ☐ 1. If "yes", what type of system? ☐ standard ☐ cap fill ☐ sand filtration ☐ other _____
- 93 ☐ ☐ ☐ ☐ 2. Last inspected by _____ date _____
- 94 ☐ ☐ ☐ ☐ Please attach a copy of the inspection report or invoice
- 95 ☐ ☐ ☐ ☐ 3. Date septic system was last pumped _____ by whom _____
- 96 ☐ ☒ ☐ ☐ 4. Any known problems or repairs? If "yes", please explain on attached sheet.
- 97 ☐ ☐ ☐ ☒ D. If a septic system will need to be installed, is there a current governmental approval for such a system?
- 98 ☐ ☐ ☐ ☐ 1. If "yes", what type of system? ☐ standard ☐ cap fill ☐ sand filtration ☐ other _____
- 99 ☐ ☐ ☐ ☐ Date of approval _____
- 100 ☐ ☒ ☐ ☐ E. Is there an abandoned septic system? If "yes", where on this Property is it located? _____
- 101 **BUYER MAY WISH TO HAVE THE SEWAGE SYSTEM INSPECTED**

YES NO UNKNOWN N/A

V. COMMON INTERESTS

- 102 ☐ ☒ ☐ ☐ A. Are there CC&Rs?
- 103 ☐ ☒ ☐ ☐ B. Is there a Home or Unit Owners' Association?
- 104 ☐ ☐ ☐ ☐ 1. If "yes" Who is the contact person? _____
- 105 ☐ ☐ ☐ ☐ contact information: _____
- 106 ☐ ☐ ☐ ☐ 2. Monthly or annual dues _____ Assessments _____
- 107 ☐ ☒ ☐ ☐ C. Is this Property in an area with a neighborhood group or community organization?
- 108 ☐ ☐ ☐ ☐ 1. If "yes", contact information _____
- 109 ☐ ☐ ☐ ☐ _____
- 110 ☐ ☒ ☐ ☐ D. Are there any features of this Property shared in common with adjoining landowners, such as a wall, fence,
- 111 ☐ ☐ ☐ ☐ roof, road, or driveway for which use or maintenance responsibility may affect this Property?

Buyer Initials all Date 9/6/2019 10:51 AM PDT

Seller Initials [Signature] Date 9/19/19

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OREF 019
Page 3 of 4



VACANT LAND DISCLOSURE ADDENDUM

Property Address 9th Ave, Sweet Home, 97386

- 112 ☐ ☒ ☐ ☐ E. Are there any known disputes, irregularities, or other unsettled issues?
- 113 ☐ ☒ ☐ ☐ F. Are there any "common areas" (facilities such as a pool, recreation building, tennis court, walkway,
- 114 "greenbelt", or other area) co-owned in undivided interest with others?

YES NO UNKNOWN N/A

VI. OTHER CONDITIONS OR DEFECTS

- 115 ☒ ☐ ☐ ☐ A. Are you aware of any other condition, defect, feature, problem, material fact, or issue in its immediate
- 116 vicinity, affecting the buyer's use and/or enjoyment of this Property?

DOCUMENTS AND EXPLANATIONS

- 117 Please list any attached documents, reports, explanations of "Yes" answers, or those questions indicating an explanation
- 118 here:

119 #115 & RESTROOM IN OLD WEST SHOP HAS PRIVATE SEWAGE PUMP DUE TO GRADE SLOPE.

120

121 #14 & #16: POSSIBLE ACCESS EASEMENT FROM 9TH TO RIVER FRONT SHORELINE, TBD.

122

123

124

125

[Attach Addendum if necessary.]

- 126 SELLER REPRESENTS TO BUYER THAT THE FOREGOING ANSWERS IN THIS VACANT LAND DISCLOSURE ADDENDUM, TOGETHER
- 127 WITH ALL INCLUDED DOCUMENTS AND INFORMATION, IF ANY, ARE COMPLETE AND CORRECT TO THE BEST OF SELLER'S ACTUAL
- 128 KNOWLEDGE, WITHOUT FURTHER INVESTIGATION OR TESTING.

129 Seller's Signature [Signature] Date 6/14/17, 2:00 a.m. ☒ p.m. ←

City of Sweet Home

130 Seller's Signature _____ Date _____, _____ a.m. _____ p.m. ←

- 131 UNLESS PREVIOUSLY WAIVED BY BUYER IN WRITING, SELLER OR SELLER'S AGENT SHALL DELIVER A COPY OF THE COMPLETED VACANT
- 132 LAND DISCLOSURE ADDENDUM TO ANY BUYER MAKING A WRITTEN OFFER TO PURCHASE THE PROPERTY. UPON RECEIPT BY BUYER OR
- 133 BUYER'S AGENT, BUYER SHALL HAVE THE ABSOLUTE RIGHT TO REVOKE THEIR OFFER, FOR ANY REASON OR NO REASON, BY GIVING
- 134 WRITTEN NOTICE TO SELLER OR SELLER'S AGENT WITHIN FIVE (5) BUSINESS DAYS (THE "REVOCATION PERIOD"). THE REVOCATION PERIOD
- 135 SHALL COMMENCE: (A) ON THE NEXT BUSINESS DAY FOLLOWING THE DATE OF BUYER'S OR BUYER'S AGENT'S ACKNOWLEDGMENT (BELOW)
- 136 OF DELIVERY OF THIS VACANT LAND DISCLOSURE ADDENDUM, OR (B) ON THE NEXT BUSINESS DAY FOLLOWING THE DATE BUYER AND
- 137 SELLER HAVE SIGNED AND ACCEPTED THE SALE AGREEMENT, WHICHEVER OCCURS LAST ("THE DEADLINE"). UNLESS PREVIOUSLY WAIVED,
- 138 IF BUYER'S RIGHT OF REVOCATION IS NOT TIMELY EXERCISED IN WRITING BY MIDNIGHT AT THE END OF THE LAST DAY OF THE DEADLINE, IT
- 139 SHALL AUTOMATICALLY EXPIRE. IN ALL EVENTS, SAID RIGHT OF REVOCATION SHALL EXPIRE UPON CLOSING OF THE TRANSACTION.

ACKNOWLEDGMENT

- 141 THE UNDERSIGNED HEREBY ACKNOWLEDGE THE DUTY TO SIGN, DATE, AND RETURN A COPY OF THIS PAGE OF THE ADDENDUM TO
- 142 SELLER OR SELLER'S AGENT PROMPTLY UPON RECEIPT FROM SELLER OR SELLER'S AGENT. A BAD FAITH REFUSAL TO DO SO COULD
- 143 JEOPARDIZE BUYER'S ABILITY TO EFFECTIVELY EXERCISE THEIR RIGHT OF REVOCATION.

144 Buyer's Signature Anthony Lee Larson Date 9/6/2019 | 10:51 AM PDT _____ a.m. _____ p.m. ←

145 Buyer's Signature Michelle Lee Jack Larson Date 9/6/2019 | 11:13 AM PDT _____ a.m. _____ p.m. ←

146 Buyer's Agent Signature [Signature] Date 9/6/19, _____ a.m. _____ p.m. ←

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OREF 019
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Sale Agreement # 1730-2

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
 2 to the following agency relationships in this transaction: Wendi Melcher/Brittani Albrecht
 3 (Name of Buyer's Agent(s)*), Oregon Lic. # 200005119
 4 of Heritage NW SH (Name of Real Estate Firm(s)*)
 5 Buyer's Agent's Office Address 1913 Main St, Sweet Home, OR 97386-1712, Company Lic. # 200511236
 6 Phone #1 (541)367-6889 Phone #2 (541)409-4813 E-mail wendi@heritagenw.com
 7 is/are the agent of (check one): ☐ Buyer exclusively ("Buyer Agency"). ☒ Both Buyer and Seller ("Disclosed Limited Agency").
 8 Wendi Melcher/Brittani Albrecht (Name of Seller's Agent(s)*), Oregon Lic. # 200005119
 9 of Heritage NW SH (Name of Real Estate Firm(s)*)
 10 Seller's Agent's Office Address 1913 Main St, Sweet Home, OR 97386-1712, Company Lic. # 200511236
 11 Phone #1 (541)367-6889 Phone #2 (541)409-4813 E-mail wendi@heritagenw.com
 12 is/are the agent of (check one): ☐ Seller exclusively ("Seller Agency"). ☒ Both Buyer and Seller ("Disclosed Limited Agency").
 13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
 14 disclosed above.
 15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in
 16 that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as
 17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
 18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the
 19 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final
 20 Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer Anthony Lee Larson Print Anthony Lee Larson Date 9/16/19
 22 Buyer Michelle Lee Tack Larson Print Michelle Lee Tack Larson Date 9/16/19
 23 Seller 68A2F159F5124DA... Print City Of Sweet Home Ray Towry Date _____
 24 Seller _____ Print _____ Date _____

RESIDENTIAL REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
 26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,
 27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND
 28 INSTRUCTIONS SECTION BELOW.

29 1. PRICE/PROPERTY DESCRIPTION: Buyer Anthony Lee Larson, Michelle Lee Tack Larson
 30 _____
 31 offers to purchase from Seller City Of Sweet Home Ray Towry
 32 _____
 33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Linn
 34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
 35 1730 9th Ave, Sweet Home, OR 97386-1008
 36 247185 2900
 37 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
 38 Section 9 (Title Insurance) below shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 39 for the Purchase Price (in U.S. currency) of _____ A \$ 220,000.00
 40 on the following terms: Earnest money herein receipted for _____ B \$ 2,000.00
 41 on _____, as additional earnest money, the sum of _____ C \$ _____
 42 at or before Closing, the balance of down payment _____ D \$ _____
 43 at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price _____ E \$ 218,000.00
 44 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials ALL / Date 9/16/19

Seller Initials _____ / Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 1 of 11



Sale Agreement # 1730-2

2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (e.g. remote controls, and all keys related to Property including mailbox, outbuilding(s), etc.) are to be left upon the Property. Fixtures shall include but not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; **EXCEPT:** _____

3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included: _____

FINANCING

4. BALANCE OF PURCHASE PRICE. (Select A or B)

Buyer represents that Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): _____

A. ☒ This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
☒ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller. ☐ Buyer will provide Seller with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or ☐ Other (Describe): _____

Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.

B. ☐ Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one):

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ Shall ☐ Shall not agree to pay Buyer's non-allowable VA fees);
☐ Other (Describe): _____ **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan Program selected above.**

C. Pre-Approval Letter. ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; ☐ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____

5.1 FINANCING CONTINGENCIES. If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): _____

Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

5.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a **OREF 057 Termination Agreement** and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer are required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 5.2, (Failure of Financing Contingencies) this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials all / MS Date 9/16/19

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 2 of 11



Sale Agreement # 1730-2

5.3 BUYER REPRESENTATION REGARDING FINANCING. Buyer makes the following representations to Seller: (1) Buyer's completed loan application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to Seller, or will be, pursuant to Section 4C, (Pre-Approval Letter), above.

(2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than ____ business days (three [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.

(3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ____ business days (three [3] if not filled in - but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

(4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan.

(5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may be withheld in Seller's sole discretion.

(6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.

(7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 (Inspection), below of this Agreement, (or Section 1 of the OREF 058 Professional Inspection Addendum if used).

(8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

6.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

6.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as a condition of loan approval. For more information, go to the following website: www.fema.gov

7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN, ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

☐ (a) Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or

☐ (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

Seller and Buyer agree that regardless of whether (a), (b), is selected, they will reach a signed written agreement upon the terms and conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ____ business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically terminated. *Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.*

8. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): See Add A

DS DS
Buyer Initials all Date 9/16/19

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 3 of 11

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Larson



Sale Agreement # 1730-2

CONTINGENCIES

9. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from the title insurance company selected at Section 23 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 31(3) (Definitions/Instructions), below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have 5 business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing, shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 28 (Deed), below. If, within 5 business days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to Buyer, that they will be removed or corrected prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction. (Note: This Section 9 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal law.)

10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands that it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended purpose. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at www.oregonrealtors.org and the Oregon Public Health Division at www.public.health.oregon.gov.

Check only one box below:

☒ **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold. Identify Invasive Inspections: _____

Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 10 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.

☐ **ALTERNATIVE INSPECTION PROCEDURES: OREF 058 PROFESSIONAL INSPECTION ADDENDUM**

Buyer Initials all / Date 10/16/19

Seller Initials _____ / Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 4 of 11



Sale Agreement # 1730-2

☐ OTHER INSPECTION ADDENDUM

☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

11. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, on or promptly after the date the parties have signed and accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. Buyer understands that the failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period shall automatically expire.

12.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No
If the property contains a private well, the OREF 82 Private Well Addendum will be attached to this Sale Agreement.

12.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No If the Property contains a septic/onsite sewage system, the OREF 081 Septic/Onsite Sewage System Addendum will be attached to this Sale Agreement.

13. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

14. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The primary dwelling is connected to (check all that apply): ☒ a public sewer system; ☐ an on-site sewage system; ☒ a public water system; ☐ a private well; ☐ other (e.g., surface springs, cistern, etc.).

(2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential housing and may exist in the Property.

(3) Seller knows of no material defects in or about the Property.

(4) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the yard, will be in substantially their present condition at the time Buyer is entitled to possession.

(5) Seller has no notice of any liens or assessments to be levied against the Property.

(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

(8) Seller will keep the Property fully insured through Closing.

(9) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (9) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

DS DS
Buyer Initials all Date 12/9/19

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 5 of 11

OREF 001



Sale Agreement # 1730-2

243 **15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion
 244 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
 245 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
 246 Oregon law.

247 **15.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised that at Closing, a Federal law, known as the Foreign Investment in Real
 248 Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the real property is located
 249 within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" includes a non-resident alien individual,
 250 foreign corporation, foreign partnership, foreign trust or a foreign estate.

251 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow either OREF 094 FIRPTA
 252 Certification of Non Foreign Status or a form of certification of non-foreign status provided by escrow that complies with the requirements of 26
 253 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing,
 254 Seller understands and agrees that Seller will be presumed to be a foreign person so the Withholding Requirement (as defined in Section 2 - Buyer
 255 Responsibilities Under FIRPTA or OREF 093 FIRPTA Addendum) will apply to this transaction. Seller acknowledges that the Certificate includes
 256 Seller's taxpayer identification number, social security number, or employer identification number (collectively "Nonpublic Personal Information" or "NPI") as
 257 required by applicable law. In some cases, Escrow or Buyer's Agent, after receipt and review of the signed Certificate, will agree to act as a "Qualified
 258 Substitute" and provide Buyer with either OREF 095 FIRPTA Qualified Substitute Statement or a qualified substitute statement that complies with the
 259 requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so that Seller's NPI is not disclosed to Buyer. In such event, the original Certificate
 260 will be held by Escrow or Buyer's Agent (as applicable) pursuant to applicable law. If Escrow and Buyer's Agent are unable or unwilling to serve as a
 261 "Qualified Substitute," Escrow shall deliver to Buyer the original Certificate at Closing, in which case Buyer covenants and agrees not to use or disclose
 262 Seller's NPI to any third parties unless required to do so by subpoena or court order.
 263 *Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent for purposes of the Withholding*
 264 *Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with the law and*
 265 *regulations. For further information, Seller and Buyer should go to: www.irs.gov.*

266 **16. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property
 267 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This
 268 provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon
 269 law.

MISCELLANEOUS ITEMS

271 **17. TOWNHOME/PLANNED COMMUNITY/HOMEOWNER'S ASSOCIATION:** Is the property a townhome, in a planned community, or have a
 272 Homeowner's Association? ☐ Yes ☒ No ☐ Unknown

273 If yes, OREF 024 Townhome/Planned Community/Homeowner's Association Addendum will be attached to this Sale Agreement.

274 **18. ALARM SYSTEM:** ☒ NONE ☐ OWNED ☐ LEASED ☐ UNKNOWN. If leased, Buyer ☐ will ☐ will not assume the lease at Closing.

275 **19.** Within _____ business days (fifteen [15] if not filled in) after the date Buyer and Seller have signed and accepted this Agreement, the dwelling
 276 will have one or more operating smoke alarms, smoke detectors and carbon monoxide detectors as required by law (See website)
 277 <http://www.oregon.gov>.

278 **20. WOODSTOVE/WOOD BURNING FIREPLACE INSERT:** Does the Property contain a woodstove or wood burning fireplace insert?
 279 ☐ Yes ☒ No

280 If yes, is the woodstove/wood burning fireplace insert certified? ☐ Yes ☐ No ☐ Unknown. If "No" or "Unknown," Seller to provide Buyer with
 281 OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

282 **21. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
 283 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☐ Yes ☒ No
 284 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: ☐ Buyer ☐ Seller

285 **22. ADDITIONAL PROVISIONS:** _____
 286 _____
 287 _____
 288 _____

For additional provisions, see Addendum _____

Buyer Initials all

Seller Initials _____ / _____ Date _____

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OREF 001



Sale Agreement # 1730-2

289

CLOSING/ESCROW

290 **23. ESCROW:** This transaction shall be Closed at **TICOR TITLE CARRIE** ("Escrow"), a neutral escrow
 291 company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise specifically
 292 prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows: Seller authorizes
 293 Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the
 294 cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any liens and encumbrances on the
 295 Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's
 296 Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
 297 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written
 298 agreement for compensation.

299 **24. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
 300 Property shall be as of: (check one) ☒ the Closing Date; ☐ date Buyer is entitled to possession.

301 **25. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following
 302 instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ **2,000.00** ("the Deposit").

303 **25.1** The Deposit shall be payable by wire transfer or check, and deposited within 3 (three [3] if not filled in) business days (the "Deposit
 304 Deadline") as follows (check all that apply):

- 305 ☒ Directly with Escrow;
 306 ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
 307 ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
 308 ☐ As follows: _____

309 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no
 310 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 26.1 and 26.2
 311 (Earnest Money Refund to Buyer/Earnest Money Payment to Seller), below.

312 **25.2** If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
 313 _____

314 **25.3** Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no
 315 further responsibility to Buyer or Seller regarding said funds.

316 **26. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a
 317 copy of this Agreement marked "rejected" by Seller or upon Seller's Agent Firm's written advice that the offer is "rejected" by Seller, you are to refund all
 318 earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in
 319 accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute
 320 between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a
 321 court or arbitrator, as to disposition of such deposits.

322 **26.1 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
 323 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
 324 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then
 325 all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other
 326 legal remedies available to Buyer.

327 **26.2 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
 328 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a
 329 wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement, then all
 330 earnest money paid or agreed to be paid shall be paid to Seller as liquidated damages. The parties expressly agree that Seller's economic and non-
 331 economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to
 332 ascertain with any certainty, and that said earnest money deposit(s) identified herein shall represent a binding liquidated sum, and that it is a fair,
 333 reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. **It is the intention of the parties that Seller's sole remedy**
 334 **against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement shall be limited to the**
 335 **amount of earnest money paid or agreed to be paid herein. Seller's right to recover from Buyer any unpaid earnest money agreed to be**
 336 **paid herein shall be in accordance with the provisions of the Dispute Resolution Sections below.**

Buyer Initials all / ms Date 11/16/19

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 7 of 11



Sale Agreement # 1730-2

27.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 10/30/2019 ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: Section 7 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

27.2 THE CLOSING DISCLOSURE: Pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three business day rule. *Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.*

27.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. *Seller and Buyer are encouraged to discuss this with Escrow prior to Closing.*

28. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9 (Title Insurance), above. If Buyer's title will be held in the name of more than one person, see Section 39 (Offer to Purchase), below regarding forms of co-ownership.

29. POSSESSION: Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the Property to Buyer (select one):

(1) ☒ by 5:00 p.m. on Closing;

(2) ☐ by _____ a.m. _____ p.m. _____ days after Closing;

(3) ☐ by _____ a.m. _____ p.m. on the (insert date) _____.

If a tenant(s) is currently in possession of the Property, will Buyer will accept tenant(s) at closing; (check one):

☐ No. Seller shall have full responsibility for removal of tenant(s) prior to closing.

☐ Yes. If Yes, Unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through escrow. Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to the buyer accepting the tenant(s) at closing.

30. SELLER POSSESSION BEFORE/AFTER CLOSING: In the event that Buyer and Seller agree that Seller will deliver possession before or after Closing, OREF 053 (Agreement to Occupy Before Closing) or OREF 054 (Agreement to Occupy After Closing) will be attached to this Sale Agreement.

DEFINITIONS/INSTRUCTIONS

31. DEFINITIONS/INSTRUCTIONS: (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

(2) Time is of the essence of this Agreement.

(3) Except as provided in Section 9, (Title Insurance) above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the title company identified at Section 23 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall provide Escrow with their preferred means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location").

(4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement.

(5) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.

(6) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in accordance with the requirements of Item 7 herein.

Buyer Initials _____ / _____ Date 10/16/19

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 8 of 11

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(7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 22 (Additional Provisions) of this Sale Agreement.

(8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after the date they have signed and accepted it.

(9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

(10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(11) Excepting only the Lead-Based Paint Contingency Period identified in Section 11 (Lead-based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, however designated, that are measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

(12) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b) the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

32. UTILITIES: Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel/propane on premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow. Seller shall not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to Closing unless parties agreed otherwise in writing.

33. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

34. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

35.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) ☐ is ☒ is not specially assessed for property taxes (e.g., farm, forest or other) in a way that may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 35.1. (Levy of Additional Property Taxes).

35.2 HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide OREF-045 Historic Property Addendum.

DISPUTE RESOLUTION

Buyer Initials RU / MS Date 9 Nov 9

Seller Initials / **Date**

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Sale Agreement # 1730-2

36. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

37. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the adjudication of any Claims.

38.1. SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

38.2. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtors Association, if available. If mediation is not available through the Agent's Realtors organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

38.3. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 38.2 (Mediation and Arbitration Between Buyer and Seller) above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

39. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of Anthony Lee Larson and Michelle Lee Tack Larson Husband and Wife.

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer shall automatically expire on (insert date) September 20, 2019 at 5 ☐ a.m. ☐ p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Anthony Lee Larson Date 9-16-19 a.m. p.m. ←

Buyer Michelle Lee Tack Larson Date 9-16-19 a.m. p.m. ←

Michelle Lee Tack Larson
68A2F150F5124DA...

DS DS
Buyer Initials Alt Date 9/16/19

Seller Initials _____ / _____ Date _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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OREF 001

RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 10 of 11

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Larson



Sale Agreement # 1730-2

480 Address 3720 Jasmine St Camas OR Zip 98607

481 Phone #1 _____ Phone #2 _____ E-mail _____

482 _____

483 This offer was delivered/transmitted to Seller for signature on the (date) _____, at _____ a.m. _____ p.m.

484 By _____ (Agent(s) presenting offer).

485 **40. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller
 486 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges
 487 that Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this
 488 Agreement.

489 Seller _____ Date _____, _____ a.m. _____ p.m. ←

City Of Sweet Home Ray Towry

490 Seller _____ Date _____, _____ a.m. _____ p.m. ←

491 Address 3225 Main St Sweet Home OR Zip 97386-3163492 Phone #1 _____ Phone #2 (541)367-8969 E-mail rtowry@sweethomeor.gov

493 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 39 (Offer to Purchase) above, it will not
 494 become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other
 495 writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 41 (Seller's
 496 Rejection), below, and this transaction shall be automatically terminated.

497 **41. SELLER'S REJECTION/COUNTER OFFER (select only one):** ☐ Seller does not accept the above offer, but makes the attached counter
 498 offer.

499 ☐ Seller rejects Buyer's offer.

500 Seller _____ Date _____, _____ a.m. _____ p.m. ←

City Of Sweet Home Ray Towry

501 Seller _____ Date _____, _____ a.m. _____ p.m. ←

502 Address 3225 Main St Sweet Home OR Zip 97386-3163503 Phone #1 _____ Phone #2 (541)367-8969 E-mail rtowry@sweethomeor.gov

504 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
 505 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
 506 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

DS DS
 Buyer Initials ll / md Date 9/16/19

initialed
 Seller Initials _____ / _____ Date _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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RESIDENTIAL REAL ESTATE SALE AGREEMENT – Page 11 of 11

OREF 001

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Larson



Sale Agreement # **1730-2**
Addendum # **extension**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

- 1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____
- 2 Buyer: **Anthony Lee Larson, Michelle Lee Tack Larson**
- 3 Seller: **City Of Sweet Home Ray Towry**
- 4 The real property described as: **1730 9th Ave, Sweet Home, OR 97386-1008**
- 5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**
- 6 **Buyers have attached the letter for the council and city for use of property.**
- 7 **The buyers have extended the citys repsonse time till 10/4/19 for offer.**
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____
- 13 _____
- 14 _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____
- 22 _____
- 23 _____
- 24 _____
- 25 _____
- 26 _____
- 27 _____
- 28 _____
- DocuSigned by:
- 29 Buyer Signature Anthony Lee Larson Date 9/16/19 _____ a.m. _____ p.m. ←
- 30 Buyer Signature Michelle Lee Tack Larson Date 9/16/19 _____ a.m. _____ p.m. ←
- 31 Seller Signature _____ Date _____ a.m. _____ p.m. ←
- 32 Seller Signature _____ Date _____ a.m. _____ p.m. ←
- 33 Buyer's Agent **Wendi Melcher/Brittani Albrecht** Seller's Agent **Wendi Melcher/Brittani Albrecht**

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OREF 002



Sale Agreement # 1730-2
Addendum # New Additions

ADDENDUM TO REAL ESTATE SALE AGREEMENT

- 1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____
- 2 Buyer: Anthony Lee Larson, Michelle Lee Tack Larson
- 3 Seller: City Of Sweet Home Ray Towry
- 4 The real property described as: 1730 9th Ave, Sweet Home, OR 97386-1008
- 5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.
- 6 Buyers agree to extend sellers response time to Nov 15th for signing and council approval of offer.
- 7 Buyers asked that a meeting be set for executive meeting for city and council to get verbal approval before Nov 15th.
- 8 Closing to be on Nov 27th or sooner.
- 9 Deed restriction put on for no MF homes on property.
- 10 Tract A to be changed with new lot line after closing city to pay for lot line and recording. Map attached.
- 11 Still cash at closing with Ticor and Title to be opened now so prelim is in the works.
- 12 Offer is \$220,000 and no contingencies for inspections. Buyers are satisfied with due diligence.
- 13 _____
- 14 _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____
- 22 _____
- 23 _____
- 24 _____
- 25 _____
- 26 _____
- 27 _____
- 28 _____
- 29 Buyer Signature Anthony Lee Larson Date 9/16/19 _____ a.m. _____ p.m. ←
- 30 Buyer Signature Michelle Lee Tack Larson Date 9/16/19 _____ a.m. _____ p.m. ←
- 31 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←
- 32 Seller Signature City Of Sweet Home Ray Towry Date _____, _____ a.m. _____ p.m. ←
- 33 Buyer's Agent Wendi Melcher/Brittani Albrecht Seller's Agent Wendi Melcher/Brittani Albrecht

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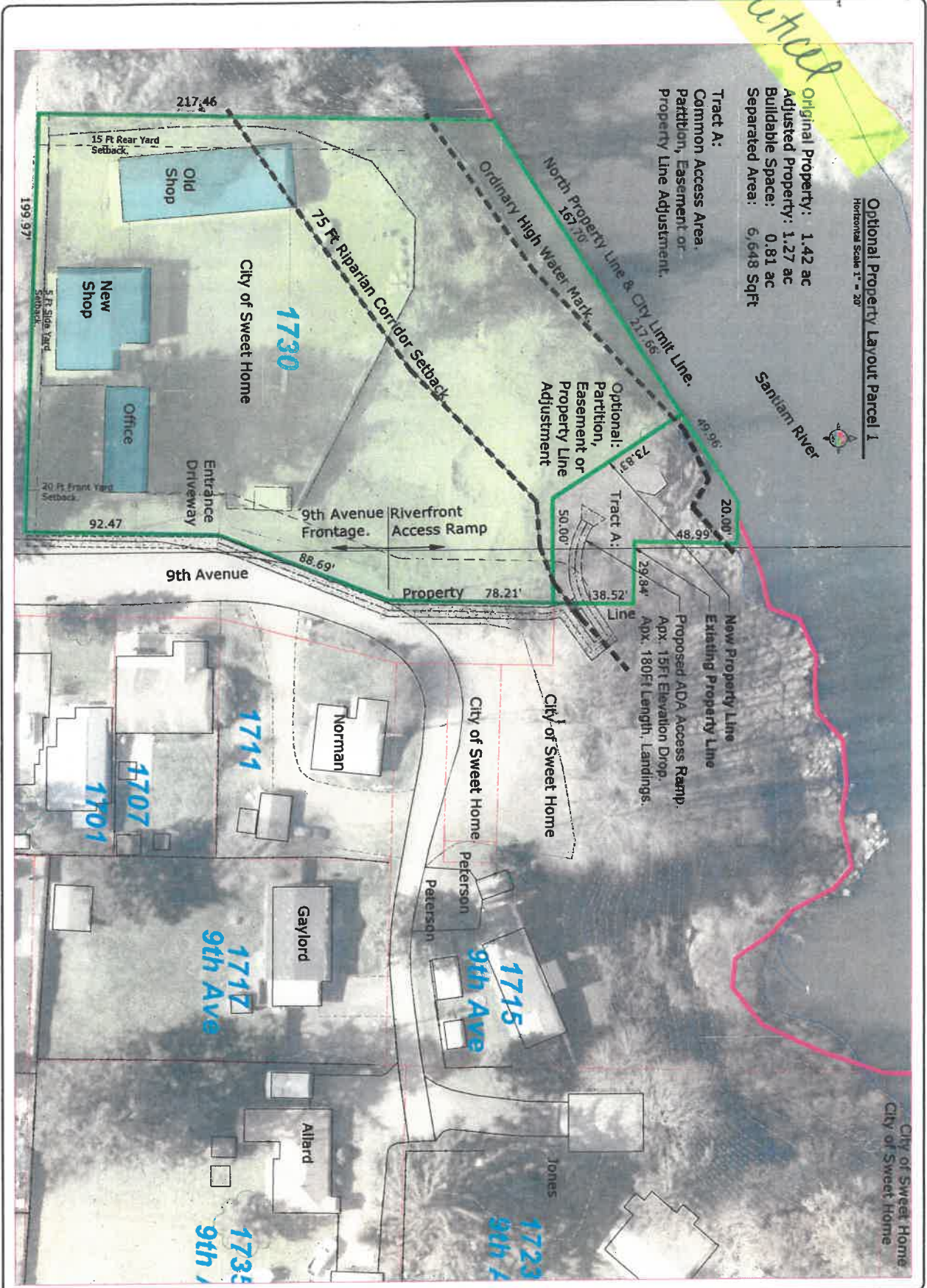
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OREF 002



SHEET NUMBER 1 of 1	TITLE R1 Zone Layout : Single Lot with Riverfront Private & Public Access.	CITY OF SWEET HOME, Public Works Department Engineering Division, 1140 12th Avenue 503-263-6877, 503-263-4640  LINE 25 & SWEET HOME PLAZA 1700 S SWEET HOME PLAZA	Rev.	Description	Date	DWG No. 1140 12th Avenue 1140 12th Avenue 1140 12th Avenue 1140 12th Avenue	PRINT DATE 06-05-2017	SCALE 1" = 20'	SHEET 100
			City Council Packet 11-12-19 pg. 100						

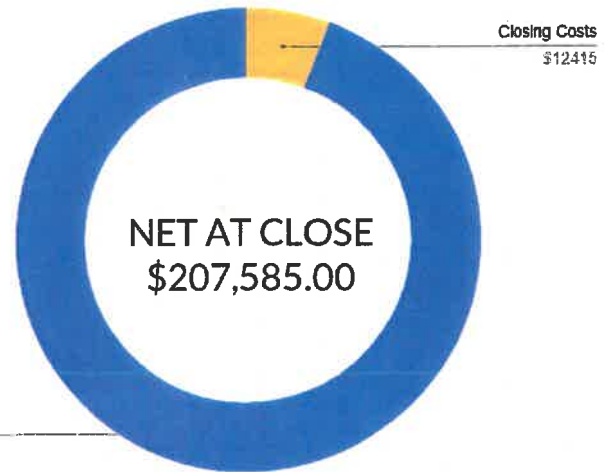


NET SHEET

WENDI MELCHER
541-409-4813
wendi@heritagenw.com

SELLER'S NET SHEET ALL CASH

ESTIMATED CLOSING DATE:	11/27/2019
SALES PRICE:	\$220,000.00
CLOSING COSTS:	\$12,415.00
BALANCE:	\$0
PRORATED TAX REBATE:	\$0.00
NET AT CLOSE:	\$207,585.00
FIXED CLOSING COSTS	
TITLE FEES	
TITLE POLICY:	\$750.00
ESCROW FEE:	\$615.00
OTHER FEES	
GOVERNMENT SERVICE FEE:	\$50.00
BUYERS BROKER FEE (2.5%):	\$5,500.00
LISTING BROKER FEE (2.5%):	\$5,500.00
TOTAL FIXED COSTS:	\$12,415.00



Ray- Net sheet not exact but close-

This estimate is provided for informational purposes only, based upon the above proposed purchase price, type of financing and projected closing date, has been prepared to assist Buyer in computing costs. Amounts will vary depending upon differences between actual and estimated repairs that may occur in the transaction, assessments, liens, impound accounts, charges by lenders, escrow companies, title insurers and other service providers and other items. Not all liens may yet have been identified. Neither Broker, Agent nor Ticor Title guarantee, and assumes no responsibility for the accuracy, timeliness, correctness, or completeness of the above information. Any conclusions that users draw from the information presented here are their own and are not to be attributed to the Broker, Agent or Ticor Title. Ticor Title is not a financial institution engaged in mortgage lending and/or loan originations. The interest rates listed are for exemplary purposes only. All numbers are estimates and should be verified with such. Total monthly payment identified includes PITI (Principal, Interest, Taxes and Insurance). Final numbers should be obtained from your lending institution prior to closing. By signing below Buyer acknowledges that buyer has read, understands and agrees to this Disclaimer.

Sign

Date:

Sign

Heritage NW
1913 Main
Sweet Home, OR 97386

Title fees and rates provided by
Ticor Title



TICOR TITLE™



Sale Agreement # **1730-2**
Addendum # **A**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

- 1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counter Offer ☐ Buyer's Counter Offer ☐ Other _____
- 2 Buyer: **Anthony Lee Larson, Michelle Lee Tack Larson**
- 3 Seller: **Ctiy Of Sweet Home Ray Towry**
- 4 The real property described as: **1730 9th Ave, Sweet Home, OR 97386-1008**
- 5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.**
- 6 **Property to include the Tract A so total amount of acreage is 1.49. This is the track city took for open space.**
- 7 **Buyers to have at lease one low density residential home in the future.**
- 8 **Buyers to use now for there foundation as a Santas work shop.**
- 9 **All shops to stay on property.**
- 10 **City to provide letter showing that no clean up is needed for the future use.**
- 11 **Zoning to change to residential and if buyers decide to do multi-family then they will ask for a zone change.**
- 12 _____
- 13 _____
- 14 _____
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- 19 _____
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- 21 _____
- 22 _____
- 23 _____
- 24 _____
- 25 _____
- 26 _____
- 27 _____
- 28 _____

- 29 Buyer Signature Anthony Lee Larson Date 9/16/2019 | 3:53 PM PDT a.m. ____ p.m. ←
- 30 Buyer Signature Michelle Lee Tack Larson Date 9/16/2019 | 3:58 PM PDT a.m. ____ p.m. ←
- 31 Seller Signature _____ Date _____ a.m. ____ p.m. ←
- 32 Seller Signature Ctiy Of Sweet Home Ray Towry Date _____ a.m. ____ p.m. ←
- 33 Buyer's Agent Wendi Melcher/Brittani Albrecht Seller's Agent Wendi Melcher/Brittani Albrecht

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OREF 002

September 26, 2019

To: City of Sweet Home, Oregon – To whom it may concern

From: Tony & Shelly Larson

Re: 1730 9th Avenue "Residential Assurance"

This communication confirms the intention of Anthony (Tony) Lee Larson, and Michelle (Shelly) Lee Tack Larson, to maintain/develop the above referenced commonly understood "1730 9th Avenue" as residential/multi family residential (in any event, residential). Please know, that forms along the lines of "mobile homes" are absolutely "no-go" to our ownership sensibilities.

Highest regards

A handwritten signature in black ink, appearing to read 'Anthony Lee Larson', with a long horizontal flourish extending to the right.

Anthony Lee Larson

TonyLarson@aol.com

A handwritten signature in black ink, appearing to read 'Michelle Lee Tack Larson', with a long horizontal flourish extending to the right.

Michelle Lee Tack Larson

sheik_y@hotmail.com

RESTRICTIVE COVENANT

Grantees and their heirs, legal representatives, assigns, successors and lessees hereby acknowledge by the placement of this covenant, or the acceptance and recording of this instrument, that the property herein described is subject to the following restrictive covenant enforceable by Grantor:

No manufactured structure (includes mobile home) (see CRS Chapter 446) shall be placed on the property, including, without limitation, the following: Manufactured structure (includes mobile home) moved onto the property in one, two or three sections using attached axles, wheels and tongue.



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:

November 12, 2019

SUBMITTED BY:

Julie Fisher, Admin Assist

REVIEWED:

Ray Towry, City Manager

RELEVANT CODE/POLICY:

[SHMC 2.10](#)

TITLE: Budget Committee

Appointment

ATTACHMENTS:

Application submitted for the position of Budget Committee.

TOWARD COUNCIL GOAL:

#2 Develop transparency in all communication
Efficient and Effective local government

TYPE OF ACTION:

 RESOLUTION

 X MOTION

 OTHER

PURPOSE OF THIS MEMO: Appointment to the Budget Commission.

BACKGROUND/CONTEXT: There are currently vacancies on the Budget Committee. Lisa Willson has applied for appointment. The Administration, Finance, and Property Committee conducted an interview on October 22, 2019. They unanimously recommended that Lisa Willson be appointed to the Budget Committee for a three year term.

THE CHALLENGE/PROBLEM: Vacancy on the Budget Committee.

STAKEHOLDERS:

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

ISSUES & FINANCIAL IMPACTS:

1. None Known

ELEMENTS OF A STABLE SOLUTION: Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

OPTIONS:

1. Do Nothing
2. Seek Additional Applicants
3. Make a Motion to appoint Lisa Willson to the Sweet Home Budget Committee for a three year term to expire December 31, 2021.

RECOMMENDATION:

Make a Motion to appoint Lisa Willson to the Sweet Home Budget Committee for a three year term to expire December 31, 2021.



CITY MANAGER'S OFFICE

1140 12th Avenue
Sweet Home, OR 97386
541-367-8969 541-367-5113 FAX
Jfisher@ci.sweet-home.or.us

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Lisa M. Willson

Permanent Address: [REDACTED], Sweet Home

Mailing Address: [REDACTED]

Contact Phone Number: [REDACTED]

E-Mail Address: [REDACTED]

Preferred method of contact: ☐ Mail ☐ Phone ☒ Email

Occupation: Disabled Employer:

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

- ☒ Budget Committee ☐ Planning Commission ☐ Library Board
☐ Traffic Safety Committee ☐ Parks Board ☐ Tree Commission
☐ Board of Appeals ☐ All Hazard Mitigation Committee ☒ Charter Review (?)

Are you applying for reappointment: ☐ Yes ☒ No

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

1. How long have you lived in the area: 9 Year(s) 6 Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Very intersted in City Government and Helping our City and City Counsel.

3. List current involvement in other community groups and/or activities. admin with cleaner greener Oregon group. we Volunteer and clean up the town + woods w/ help of ODF, BLM + Sheriff.

4. What special contribution do you feel you can make to the group/position you are applying for? I feel Being a person that loves Sweet Home and wants to learn + Help is a Good thing.

RESIDENCY:

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

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

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

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

PUBLIC DISCLOSURE:

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

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

Lisa M. Willson
Signature

10/15/19
Date of Signature



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA:

November 12, 2019

SUBMITTED BY:

Julie Fisher, Admin Assist

REVIEWED:

Ray Towry, City Manager

TITLE: Charter Review Board

Appointment

ATTACHMENTS:

Application submitted for the position of Charter Review

TYPE OF ACTION:

 RESOLUTION

 X MOTION

 OTHER

RELEVANT CODE/POLICY:

[Sweet Home City Charter](#)

TOWARD COUNCIL GOAL:

#2 Develop transparency in all communication
Efficient and Effective local government

PURPOSE OF THIS MEMO: Appointment to the Charter Review Board.

BACKGROUND/CONTEXT: The City of Sweet Home Charter Review Committee will be made up of seven citizens residing within the corporate limits of the Sweet Home. Members will be appointed by the City Council and will include three (3) At Large Citizens (Holley and two vacancies); two (2) past City Councilors (McQuery and Briana); and two (2) current City Councilors (Trask and Gerson). The City Manager will provide technical advisory to the Committee.

The Committee's role will be to review the City's current Charter and make recommendations for changes to the City Council. Any changes to the Charter must be authorized by a majority vote of the Sweet Home Citizens.

Time commitment for this Committee will be six to twelve months.

THE CHALLENGE/PROBLEM: Vacancy on the Charter Review Board.

STAKEHOLDERS:

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

ISSUES & FINANCIAL IMPACTS:

1. None Known

ELEMENTS OF A STABLE SOLUTION: Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

OPTIONS:

1. Do Nothing
2. Seek Additional Applicants
3. Make a Motion to appoint Lisa Willson to the Sweet Home Charter Review Committee.

RECOMMENDATION:

Make a Motion to appoint Lisa Willson to the Sweet Home Charter Review Committee.



CITY MANAGER'S OFFICE

1140 12th Avenue
Sweet Home, OR 97386
541-367-8969 541-367-5113 FAX
Jfisher@ci.sweet-home.or.us

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Lisa M. Willson

Permanent Address: [REDACTED], Sweet Home

Mailing Address: [REDACTED]

Contact Phone Number: [REDACTED]

E-Mail Address: [REDACTED]

Preferred method of contact: ☐ Mail ☐ Phone ☒ Email

Occupation: Disabled Employer:

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

- ☒ Budget Committee ☐ Planning Commission ☐ Library Board
☐ Traffic Safety Committee ☐ Parks Board ☐ Tree Commission
☐ Board of Appeals ☐ All Hazard Mitigation Committee ☒ Charter Review

Are you applying for reappointment: ☐ Yes ☒ No

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

1. How long have you lived in the area: 9 Year(s) 6 Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. Very intersted in City Government and Helping our City and City Counsel.

3. List current involvement in other community groups and/or activities. admin with cleaner greener Oregon group. we Volunteer and clean up the town + woods w/ help of ODF, BLM + Sheriff.

4. What special contribution do you feel you can make to the group/position you are applying for? I feel Being a person that loves Sweet Home and wants to learn + Help is a Good thing.

RESIDENCY:

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

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

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

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

PUBLIC DISCLOSURE:

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

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

Lisa M. Willson
Signature

10/15/19
Date of Signature



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: November 12, 2019	TITLE: 2019 Personnel Policies Revisions	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION
SUBMITTED BY: J. Fisher, Admin Assistant	ATTACHMENTS: Section 4(c) Holidays and Floating Holidays Policy	Roll Call Vote: NO
REVIEWED BY: R. Towry, City Manager	TOWARD COUNCIL GOAL: 2.1: Update & streamline process 2.3: Invest in long term staff stability & training 2.5: Continue to implement best financial practices	
RELEVANT CODE/POLICY: 2019 Personnel Policy SHMC 2.48.030		

PURPOSE OF THIS RCA:

Revisions to the 2019 Personnel Policies for the City of Sweet Home: Section 4(c) Holidays and Floating Holidays Policy.

BACKGROUND/CONTEXT:

The City of Sweet Home respects and appreciates its employees and recognizes the important role they play in the organization and community's success. In an effort to bring personnel policies up to date, staff proposed, and Council adopted revisions to the 2019 Personnel Policies effective January 1, 2019. Additional necessary amendments have been discovered to include updates to the Holidays and Floating Holidays Policy to include a provision if staff is not able to use their holiday during the year. (New language is added in red text)

C. When a scheduled holiday falls on a Sunday it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

If a non-exempt employee is required to work on any holiday observed by the City, the employee shall either be paid or given compensatory time off for all hours worked at the rate of one and one-half times the regular rate of pay.

Employees who are off work on an unpaid leave of absence shall not receive holiday pay. Employees who are off work due to sick leave or vacation shall be paid for the holiday in lieu of receiving vacation or sick leave pay.

Each Regular full-time employee will receive 2 Personal Holidays (hours to equal 2 shifts). **Personal Holidays may be taken at any time during the year and shall be paid if not taken within the calendar year.**

THE CHALLENGE/PROBLEM:

Should the City update the 2019 Personnel Policies Section 4(c) Holidays and Floating Holidays to align with current Collective Bargaining Contracts?

STAKEHOLDERS:

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

ISSUES & FINANCIAL IMPACTS:

None known

ELEMENTS OF A STABLE SOLUTION:

Sweet Home must have up-to-date policies to recruit and retain employees.

OPTIONS:

1. Do Nothing. There would be no revisions to the 2019 Personnel Policies.
2. Approve Amendments to the Sweet Home Personnel Policies Section 4(c) Holidays and Floating Holidays.
3. Recommend additional revisions. Council could review these proposed changes and recommend additional revisions. Staff would take these recommendations and revise the proposed policy for review at a future Council meeting.

RECOMMENDATION:

Staff recommends option 2, Approve Amendments to the Sweet Home Personnel Policies Section 4(c) Holidays and Floating Holidays.

City of Sweet Home



POLICY: City of Sweet Home Personnel Policies
Classification, Compensation and Benefits
Section 4(c) Holidays and Floating Holidays

Purpose Establish policies governing the City's Time Off and Leaves of Absences.

a) Policy **Holidays and Floating Holidays**

Regular full-time employees will receive a day off with pay on each of these recognized holidays and Regular part-time employees will receive recognized holidays pro-rated based upon hours worked:

New Year's Day	President's Day
Memorial Day	Independence Day (July 4)
Labor Day	Thanksgiving Day
The day after Thanksgiving	Christmas Day
Veterans Day	

When a scheduled holiday falls on a Sunday it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

If a non-exempt employee is required to work on any holiday observed by the City, the employee shall either be paid or given compensatory time off for all hours worked at the rate of one and one-half times the regular rate of pay.

Employees who are off work on an unpaid leave of absence shall not receive holiday pay. Employees who are off work due to sick leave or vacation shall be paid for the holiday in lieu of receiving vacation or sick leave pay.

Each Regular full-time employee will receive 2 Personal Holidays (hours to equal 2 shifts). **Personal Holidays may be taken at any time during the year and shall be paid if not taken within the calendar year.**

<i>Supersedes:</i> SHPP Section 4(c)	<i>Adopted by City Council:</i> 11/12/2019	<i>Effective Date:</i> 11/12/2019
<i>City Manager:</i>		



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: November 12, 2019 SUBMITTED BY: Blair Larsen, CEDD Director	TITLE: Mid-Valley Partnership (MVP) Inter-governmental agreement (Informational)	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input checked="" type="checkbox"/> OTHER (INFORMATIONAL ONLY)
REVIEWED BY: R. Towry, City Manager	ATTACHMENTS: Mid-Valley Partnership Inter-governmental Agreement MVP Economic Strategy and Action Plan	
RELEVANT CODE/POLICY:	TOWARD COUNCIL GOAL: Aspiration V: Economical Strong Environment Goal 4.3: Develop economic and business education opportunities with regional partners	

PURPOSE OF THIS RCA:

City Staff have worked with 8 other cities in Linn and Benton Counties on a framework for cooperation in economic development. The purpose of this RCA is to present to the Council the draft intergovernmental agreement that has come out of this process.

BACKGROUND/CONTEXT:

In 2015, leaders from rural communities in Linn County, including Sweet Home, created the "Rural Linn County Economic Development Proposal," which, among other things, called for a regional approach to economic development that focused on rural communities. This idea led to 8 cities in Linn and Benton Counties joining together to apply for a joint Rural Opportunities Initiative Grant through Business Oregon that brought a venture catalyst from RAIN into the region. These cities are seeking to continue this regional cooperation through the creation of the Mid-Valley Partnership, a framework through which the cities can work together to accomplish their common economic goals and respond to economic opportunities.

THE CHALLENGE/PROBLEM:

How does the City work with other Cities in the region to promote economic development?

STAKEHOLDERS:

- City of Sweet Home: The City seeks to foster economic development within its jurisdiction. At the same time, the City recognizes that economic development in the region contributes to economic development within the City.
- Other participating Cities: Other cities in Linn and Benton counties recognize that they share common goals, that their economic futures are aligned with each other, and that they each benefit from collaborative economic development efforts.
- City of Sweet Home Residents: Sweet Home residents deserve to live in both a community and region where people and businesses thrive.

ISSUES & FINANCIAL IMPACTS:

1. City of Sweet Home: The agreement carries with it no actual costs (other than staff time) or commitment to spend money. Future activities within the partnership may have a financial impact, however such spending will be determined and controlled by future City budget processes.
2. Other participating Cities: Other Cities will bear the same financial impact as the City of Sweet Home, which will depend on their budget processes.

ELEMENTS OF A STABLE SOLUTION:

An ideal outcome would be to formalize an agreement with other communities in the region to cooperate in order to achieve our shared economic development goals.

OPTIONS:

1. Do Nothing. Make no agreements with other cities in the region to collaborate in economic development efforts.
2. Authorize the Mayor and City Manager to sign the MVP Intergovernmental Agreement. This agreement establishes a framework for regional cooperation in economic development.
3. Recommend changes to the MVP Intergovernmental Agreement. The Council could request staff to negotiate with the other participating cities to make changes to the agreement.

RECOMMENDATION:

Staff makes no recommendation at this time. After Council discussion and direction, Staff will bring the agreement to Council again for a formal vote.



INTERGOVERNMENTAL AGREEMENT BETWEEN VARIOUS MUNICIPAL CORPORATIONS OF THE STATE OF OREGON

PARTIES TO THE AGREEMENT

This agreement made and entered into this ____ day of November 2019, by and between the following municipalities:

Adair Village	Lebanon
Brownsville	Monroe
Halsey	Philomath
Harrisburg	Sweet Home

All listed cities are municipal corporations of the State of Oregon, hereinafter called CITIES, and hereby partner for the formation of the Mid-Valley Partnership, hereinafter called MVP, for the purpose of building economic development capacities for the region. This will be accomplished by creating a joint economic development organization as identified in Exhibit A – “Mid-Valley Prosperity Partnership Economic Strategy and Action Plan – 2019” and by creating the deliverables listed in Exhibit B.

PURPOSE

The CITIES are desirous of enhancing economic development activities that better serve the public. The CITIES will utilize resources such as personnel time, capacities, facilities and funding to promote the vision, strategy and goals set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010.

IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:

1. **Financial Obligations by CITIES.** CITIES shall cost share expenses on mutually agreed to terms allowed and authorized by each CITIES governing body

through the CITIES manager, administrator or authorized designee. Responsibility to meet financial obligations will be the sole responsibility of every political subdivision who is a party to this agreement.

During FY 19-20, expenditures by each City shall be within existing appropriate budgeted funds. A work program and budget will be developed by the Operations Group and proposed to each City in the FY 20-21 and subsequent budget processes.

2. **Service to be Performed by Third-Party Agents.** CITIES shall ensure performance of any services rendered on behalf of CITIES.
3. **Term.** This agreement shall be from November 1st, 2019 through and including June 30, 2022. However, the CITIES shall continue until all agents and third-party obligations are met once officially authorized by this agreement. The CITIES shall review the terms of the agreement and mutually determine if any amendments are desired. For any modification(s) to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties and placed as an attachment or appendices to this agreement.
4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from actions derived for the purpose of this agreement:

Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other parties.

The obligations contained in this section shall survive the termination of this Agreement.
5. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
6. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County and/or Benton County as a last resort.
7. **Intent.** The intent of this Agreement is to cooperatively create a working relationship that will be mutually beneficial.

IN WITNESS WHEREOF, the CITIES by resolution duly adopted by its respective CITIES Council cause this agreement to be signed by its Mayor and attested by the CITIES Recorder, all on the day and year first above written.

**[Signature Pages to be added individually
to the agreement upon execution.]**

Introduction

Linn and Benton Counties are the heart of the southern part of Oregon's Willamette Valley, stretching east and west from the top of the Cascades to the top of the Coast Range. It is a region with long Native American history and heritage, and the history of pioneers from the eastern United States traveling on the Oregon Trail to reach this land which was and is rich in natural resources and opportunity. The two counties historically have been central to Oregon's agriculture and timber economies. This has included not only raising and harvesting crops and timber, it has included industries for processing, packaging, and shipping finished timber and agriculture products. These industries historically have been the foundation of employment, culture, and society in the two counties.

But, the economic foundation of the region was greatly shaken with the significant reduction of timber harvesting starting in the early 1980's. This eliminated jobs in the woods, jobs in the mills, and jobs in the supporting business community. It created a stagnant and diminishing population and economic base in the cities in the region, especially the smaller cities.

Agriculture remained strong, but the nature of the agriculture industry changed with growing commoditization, technology impacts, and global trade.

During the last two decades, high-technology businesses have located in the region bringing new dimensions to the economy with new employment, capital investment, and assessed valuation. The bulk of the high-tech growth has been in the large cities in the region, specifically Corvallis and Albany. However, the promise of becoming a high-tech hub was tempered with the Hewlett-Packard facility in Corvallis starting strong with employment to major reductions in jobs over time. This is a symptom of the global market and changing technologies encouraging large corporate businesses to rethink their systems, processes, and locations.

Competitive advantage is key to attracting and retaining businesses such as HP, and just as critical in attracting and retaining businesses and investment of all sizes and in all locations.

Starting with the "Rural Linn County Economic Development Proposal" created by leaders from rural cities in Linn County in 2015, leaders from several rural Linn communities continued to meet to discuss economic development strategies for the region. In the fall of 2017, eight cities from rural Linn and Benton Counties applied for a Rural Opportunities Initiative Grant through Business Oregon to partner with RAIN to bring a Venture Catalyst to the region to work with local entrepreneurs. These cities seek to continue the intra-city effort to create efficient and effective structures for furthering the economic objectives of the region beyond the Rural Opportunities Initiative grant and the work done through RAIN.

The initial eight-city collaborative consists of Sweet Home, Lebanon, Brownsville, Halsey, Harrisburg, Monroe, Adair Village, and Philomath. Together they take the name "Mid-Valley Partnership, or MVP. This Strategic Action Plan is the framework for the cities to work together to accomplish common economic goals and respond to common economic opportunities.

The eight-city initial collaborative reviewed the Rural Linn County Economic Development proposal created in 2016. This strategy document is based on that work, seeking to update and expand its scope to meet needs of the broader Linn-Benton region beyond the RAIN project.

Assessment of the Environment, Opportunity, and Needs

- Economic growth is happening throughout Oregon with historically high employment rates, high business investment, high levels of export, and high revenue and profit. However, this growth is primarily happening in larger cities which have the capacity to attract and support this level of economic development. Oregon's rural communities continue to not share this high level of economic prosperity.
- In the Linn-Benton region, Corvallis and Albany have great capacity for supporting economic development in dedicated city staff and active economic development organizations. This capacity allows these larger cities to effectively respond to queries from potential businesses and investors, to respond to Business Oregon and other organizations when they disseminate requests for information on behalf of potential businesses, and to facilitate the siting, development, operation, and growth of new businesses.
- None of the cities in this partnership have the same capacity to participate in these high-level economic development activities. There is no framework to cooperate with or even complement the efforts of Albany and Corvallis in attracting new business investment into the region. The smaller communities get left behind.
- There is significant opportunity for bringing economic investment to the eight cities in the partnership if the cities understand how to position and leverage their individual and joint assets, and how to respond to opportunities.

The best opportunity for economic investment in these communities may lie in working collaboratively, recognizing several things:

- The economic, housing, and services markets no longer focus on individual communities, but instead on systems tying together regions with multiple communities.
- Smaller cities can now compete with any larger city as a location for business investment due to the advent and growing availability of high-speed and high-capacity internet connections.
- Smaller cities have the competitive advantage of small-town livability.
- Each of the partners has assets and opportunities unique to themselves, but potentially stronger when tied together and leveraged.

This strategy is a commitment by each of the cities to work toward a partnership agreement to act as a coordinated economic development entity to accomplish three primary goals:

- To develop a coordinated story about the assets and opportunities available in each of the partner cities, and in the network of the cities working together.
- To research, identify, and pursue economic opportunities created by looking at the partner cities and region as a single economic, housing, and services system.

- To be able to respond to requests for information, invitations to respond to opportunities, create and implement regional economic development strategies, and advocacy for the region's interests.

Assets to Promote and Leverage

The managers and administrators of the Mid-Valley Prosperity Partnership met in August 2019 to build the foundation for the update of prior strategic planning. In that meeting, the leaders identified several assets of the region that create significant economic opportunity. These are in addition to assets identified in earlier work. These are:

- Higher Education – Two major research universities and one technology focused community college are in the immediate region. This presents great opportunity for using land and resources in the eight cities to help the education institutions pursue and expand their research and development programs.
- Traded Sector – While agriculture and timber economies were historically based on growing and harvesting, the expectation in today's economic world is traded sector where the raw materials created by farm and forest activities are processed locally in manufacturing, food processing, and creation of finished products and distribution of those products globally. The cities each have land and resources to expand traded sector businesses.
- Agriculture Businesses – The Willamette Valley, along with all of Oregon, is marked by family farms rather than large scale corporate farming. These farms compete well relying on the power of co-ops to create competitive abilities. However, these systems can be fragile. Strengthening family farms by creating traded sector vertical integration is highly important to the future. As well, providing farmers with additional income streams to diversify their business models will help preserve the family farm foundation of the region. These additional income streams may include produce and meat sales on-site, restaurant services on-site, farm-stays, and other activities.
- Telecommuters and Home-Based Businesses – With the advent of high-speed internet access to all communities, the opportunity exists to attract telecommuters and homebased businesses that can operate completely remotely. These foot-loose entrepreneurs may find livability opportunities in the eight cities where they can operate and succeed on a global scale to be highly attractive.
- Micro-businesses – Generally cannot afford the startup costs necessary in a larger city. The eight cities can provide incubator and micro-business support infrastructure, possible in conduction with the higher institution institutions, and likely at lower costs.
- Available Infrastructure – The Mid-Valley is poised for economic success for many reasons including extensive infrastructure. Not only is the area laced with surface trucking and automobile links including I-5 and several major highways, it has two major rail lines, pipelines, and a regional and several general aviation airports. Each of the cities has sewer, water, and storm systems with capacity to meet development needs. Broadband internet services are widely available. Energy including natural gas and electricity are available at

highly competitive rates. Now under development is a very large containerized freight transfer facility linking trucking to rail amplifying the efficiency of freight movement in the mid-Willamette Valley.

- Physical Alignment – The cities are close together and aligned on a general east/west axis across the Valley. They are connected by state highways. The I-5 corridor is crossed by similar city alignments east and west of Salem and east and west of Eugene. The fact these alignments to the north and south are anchored by large cities gives those aligned regions greater economic opportunity. The Linn-Benton aligned cities have not rallied in the past around common interests and opportunities but have great potential to thrive if the east/west physical alignment is amplified by an east/west economic alignment especially recognizing the north/south links offered by I-5 including easy access to commercial aviation at Mahlon Sweet Field in Eugene.
- Affordability and Ease of Development – The rural communities have more streamlined and less extensive codes than the surrounding larger cities coupled with a “How can we get to yes?” attitude. Land and development costs and fees are generally less than in larger communities. The communities support economic development and, working together, can be a formidable competitor for investment in retention, expansion, and creation of businesses.

Strategy

1. [Establish a rural-focused primary point of contact collaborating with all existing services and organizations to align, focus, and leverage resources and connect entrepreneurs to resources](#)

Existing, relocating, or start-up businesses can all benefit from assistance to successfully implement their growth strategies. A plethora of services and support organizations currently exist at state and local levels to help, but it is difficult for owners of businesses of any size to easily tap into these critical resources. By creating an entity to focus on these rural Linn County interests and represent them to other organizations, the Partnership will ensure those resources are better aligned, leveraged, and accessed in our communities.

As a result of fostering collaboration and helping align and focus resources for the eight rural cities:

- The Partnership will collect, catalog, and share relevant information, organizations, and services, and will help enable businesses to access and utilize needed resources. This will include an asset map to discover and understand the potential available in the region.
- The services to be cataloged shall be broad based including workforce development, finance, small business management assistance, and other important resources to help businesses succeed.
- By connecting existing and potential businesses to these resources, the Partnership will facilitate economic growth and employment opportunities.
- Where resources do not exist, or are not at the needed scale, MVP will identify those needs and work to see they are addressed.

- MVP will be a voice for businesses in rural Linn and Benton counties when working with regional, state, and global entities.
- MVP will plan for realizing the economic potential of the region looking for those places to connect needs and opportunities.

Outcomes

- A complete inventory of local land use and zoning laws and mapping with the means to keep it updated.
- A complete and constantly updated database of land and buildings available for new business development.
- A catalog of business services including banks, accounting, legal, commercial real estate firms, and other professional services available to business owners and entrepreneurs, as well as the government service of Business Oregon, Worksource Oregon, the Small Business Administration, and other economic development organizations.
- Assistance in knowledge of, understanding, and navigating state, county, and local rules and regulations.
- MVP becomes a behind-the-scenes partner helping new or existing businesses make the decisions to locate or expand locally and to increase their success.
- A recognizable organization and regional point of contact to provide advocacy and leadership in regional economic development efforts, serving as a credible entity to work with businesses, the Regional Solutions Team, other state and federal agencies, institutions of higher education, and the Legislature and Congress. Advocacy through the Cascade West Council of Governments and the League of Oregon Cities is currently underway.

2. Connect new entrepreneurs with learning opportunities and start-up support.

A prominent commercial real estate broker recently commented, “I see lots of potential entrepreneurs with great ideas and nothing else.” The “nothing else” these potential businesses lack is financial support for initial purchases, technical assistance, management support, legal training and support, and market research.

- MVP will use its developed network of existing contacts, organizations, and services to assist current and emerging entrepreneurs with accessing the tools and resources they need to bring their ideas to fruition. For example, understanding market rents for vacant storefronts in various communities, guidance or help in developing business plans, or referrals for legal and professional advice on organizational structures and business practices.

Outcomes

- MVP is employing a rural business accelerator approach using the business incubator model developed by RAIN and services such as those provided by Senior Corps of Retired Executives (SCORE).

- The entrepreneur development work is critical to the region and the partnership will continue to sponsor and carry out this work and the program's recommendations.

3. Help link existing and potential employers with a skilled and trained workforce

A reliable source of trained people is critical to attracting new business and retaining existing businesses. Educational programs are underway through other organizations in the county to develop basic work skills. Linn Benton Community College, the City of Albany, Linn County and several local high schools have various programs to assist people of all ages to upgrade their skills, thus enhancing their employability. Worksource Oregon provides extensive information on training and employment opportunities. In addition, employers frequently have job specific training programs. However, existing employers also have made clear the need for basic or soft skills, i.e. timeliness, personal reliability, grooming.

- MVP will support the efforts of all these trainers to produce a skilled workforce to meet current and future needs.
- MVP will cooperate with Worksource Oregon and local workforce development entities to identify needs, opportunities, and systems for creating a larger and better prepared work force.
- MVP will include training and employment information in both its asset mapping and its publicly available information database.
- MVP will advocate as needed for rural training programs matching the needs of existing and potential rural employers.

Outcomes

- Businesses are matched with trained workforce.
- Businesses are attracted to the region due to an existing, skilled workforce.

4. Advocate for the rural communities and the goals of this partnership for improved market conditions, and improved legislative, regulatory, or government laws, policies, and programs, particularly those directed at workforce readiness and development.

Rural areas generally lack a voice or a seat at the negotiating table. They may not be aware of government programs funding or facilitating economic development efforts, or may lack the capacity to access them. Having a voice, particularly one connected to existing economic development service organizations, is critical to participating in these efforts. Further, ensuring small, rural oriented employers can be heard when legislative or regulatory changes are proposed is also important in maintaining employment and job growth.

- MVP will work with state, county and local governments to ensure regulations and legislation are designed to stimulate rather than stifle local rural business growth including land use regulations, local fees and charges, building permit processes, and civil engineering requirements.

- MVP will work to simplify this task by developing knowledge and contacts within existing organizations.
- Oregon Cascade West Council of Governments is a regional resource for community and economic development efforts. MVP will work with OCWCOG to help leverage economic development programs and services. Oregon Cascade West Council of Governments also provides an advocacy platform to advance policy recommendations to better equip rural settings for economic development. Creating effective relationships with State officials is crucial for effective State involvement.

Action Plan

In order to pursue and accomplish the four goals of the Mid-Valley Partnership, a common structure for working together and getting things done is critical to create. It is evident a formal agreement must be created to establish a formal entity to carry out this work. This entity needs to be funded, housed, and staffed appropriately to meet these needs:

- Facilitate and lead the ongoing work of the partnership.
- Staff resources to pursue the four goals above working with the leaders of the Partnership to set priorities for specific actions and a detailed work plan to achieve them.
- Continue to plan and pursue a detailed and specific economic strategy based on what the partner cities can accomplish working together leveraging the resources and assets of the region.
- Seek outside funding when appropriate to support the work.
- Develop the materials, narrative, and story to be universally used by the Partnership to effectively communicate what is needed to have an entrepreneur understand the assets, resources, and opportunities of the partner communities both individually and together.
- Serve as the primary point of contact for inquiries from Oregon agencies, other economic development organizations, local governments, and existing and potential business entities.

To create this entity, a joint effort and structure will be created by an Intergovernmental Agreement between the partner cities. As the joint effort finds success, the structure of the entity might need to change, but is determined to be appropriate at this time to use an IGA to create agreement on the structure and direction of the economic development entity, to create a system of governance, and to create the financial structure defining each city's contribution.

It is also determined the initial organization needs to be streamlined and focused on creating the required structure and achieving the initial identified goals.

The Intergovernmental Agreement will be drafted with these elements:

- Operational Group to Pursue the Outcomes and Strategies of this Plan
 - ▶ The City Manager or Administrator from each city.
 - ▶ Other staff as needed.

- Administration

- ▶ The Cities of Lebanon and Sweet Home will jointly be the conveners and managers of the logistics and records of the meetings and activities.
- ▶ The City of Lebanon will be the fiscal agent for the new entity.
- ▶ The Operational Group will determine the need for staff and capital resources to carry out the work of the new entity after the first year.

- Finance

- ▶ The existing working group will determine the needed structure of staffing and resources to carry out the first year of the regional entity. This to be reflected in the IGA.
- ▶ The existing working group will determine the needed budget to carry out the first year of the regional entity with this to be reflected in the IGA.
- ▶ The existing working group will determine the contribution needed from each of the partner cities, proportioned in an equitable manner. This will be incorporated into the IGA.

Next Steps

ACTION	RESPONSIBILITY	TIMEFRAME
Draft the Intergovernmental Agreement (IGA)	Subcommittee	Completed by November 1 st , 2019
Develop a presentation summarizing this Plan to be presented to the City Councils of the eight cities with the recommendation to approve the IGA. The presentations will be made by members of the working group including the city managers and administrators.	Subcommittee to develop presentation	Ready to use by November 15 th , 2019
Enter into a three-year IGA based on the Goals, Outcomes, and structure outlined above	Advocacy and Council support by each City Manager and Administrator	Target for IGA approval is December 31 st , 2019
Deliver the presentation to other cities as requested with an invitation to consider joining the partnership	Entire Group	As requested
Define the Scope of Work and Staffing Needs to carry out the Plan	Operation Committee	March 2020
Develop a financial plan for on-going operations to submit as part of each City's 20-21 and subsequent budget processes	Operations Committee	March 2020 and subsequent years
Revise this strategy as needed and update the IGA	Operation committee	Completed within three years of adoption of the initial IGA.

EXHIBIT 'B'

Deliverables

(Projected over the life of the agreement)

Marketing

- ★ The creation of a professional logo.
- ★ Branding: packaging the story of the region for the general public; specifically geared to the clientele the collective is attempting to attract and retain.
- ★ The creation of a professional website.

Asset Mapping

- ★ Develop a comprehensive list of resources to meet the purpose of this partnership including but not limited to:
 - The State of Oregon
 - Non-profit
 - Financial Resources
 - Angel Investors
 - Market Sectors
 - Higher Education Assets
 - Rural Advantages
 - Natural Aspects
 - Amenities
- ★ Oregon Prospector
 - Populate available property with uniformity.
 - Devote resources to maintain this important data base.
 - Identify all relevant information.

Contract Management & Personnel

- ★ Determine how to accomplish necessary objectives.
 - Create work requirements
 - Develop budgetary needs.
 - Agree to means of execution.

★ RAIN Entrepreneurship

- Continue to monitor efforts.
- Ensure objectives are met per State agreements and obligations.

★ Personnel

- Discuss advantages of hiring personnel.
- Identify the capacities of existing personnel.
- Determine housing and equipment needs.

2019 MVP IGA Signature Page

Mayor

Manager

Date:

Date:

ORDINANCE BILL NO. _____ FOR 2019

ORDINANCE NO. _____

**SWEET HOME ORDINANCE PERTAINING TO THE USE OF TRANSIT SHELTERS
IN THE CITY OF SWEET HOME**

WHEREAS, the City desires to provide for the safety, convenience, and comfort of transit passengers, for safety of City of Sweet Home personnel, for the preservation of service quality in the City's ability to assist in providing a cost-effective source of reliable transportation, and to prevent transit system security vulnerabilities.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. Sweet Home Municipal Code Section (?) titled IMPROPER USE OF TRANSIT SHELTERS is created to read as follows:

A. Definitions.

"Transit shelter" shall mean any and all City-owned or managed bus shelters, non-covered bench areas related to bus transportation.

B. Improper use of transit shelter.

No person shall:

- (1) Enter or remain upon, occupy or use a bus shelter for purposes other than boarding, disembarking or waiting for an approved City bus service;
- (2) Lie down on or across the seats or the floor of a bus shelter seating;
- (3) Remain in or within 20 feet of a bus shelter seating for a period in excess of one hour within a 24-hour period.;
- (4) Place any object or substance on the seats of a bus shelter seating that inhibits the proper use of such seats; or
- (5) Block or obstruct the use of the seats or floor area of a bus shelter.

C. Exclusion.

In addition to other measures provided for in City or State laws, the City may exclude an individual from any or all transit shelters for a violation of any provision of this section, or a violation of any criminal law of the City of Sweet Home or State of Oregon while in or within 20 feet of a transit shelter as set forth below.

D. Issuance of exclusion notice.

In addition to any other remedies or penalties provided by law any Police Officer may exclude any person who violates the provisions of this chapter, city ordinance or state law from any and all transit shelters in accordance with the provisions of this section.

E. Procedure for exclusion.

(1) An exclusion issued under the provisions of this section shall be for 30 days. If the person to be excluded has been excluded from any transit shelter at any time within two years before the date of the present exclusion, the exclusion shall be for 90 days.

(2) At the time a person is cited to appear and/or arrested may deliver to that person a written notice excluding that person from any or all transit shelters and the area within 20 feet of the shelter. The exclusion shall take place immediately and apply to all City-owned transit shelters. A violation of a second or subsequent offense of this article during the specified may result in a charge of criminal trespass in the second degree (ORS [164.245](#)).

(3) The notice shall specify the area from which the person is excluded, the length of the exclusion, the penalty for entering the excluded area and contain information concerning the right to appeal the exclusion to the City Manager.

F. Appeal and variance.

(1) Any person receiving an exclusion notice may appeal the issuance of such notice by appealing to the City Manager. The appeal of the exclusion must be made to the City Manager within five business days of the date of the issuance of the exclusion notice. The City Manager or designee shall conduct a hearing on the appeal within ten days from receipt of the appeal notice. At the hearing both the appellant and the city shall be given an opportunity to provide evidence on the exclusion. The City Manager or designee shall decide if an offense did occur and if the length of expulsion is correct by substantial evidence on the record. The hearing held under this section may be informal in nature but the presentation of evidence at the hearing shall be consistent with the presentation of evidence required for contested cases under O.R.S. 183.450. An appeal of an exclusion notice automatically stays the exclusion period until a decision on appeal is issued by the City Manager or designee.

(2) An individual with a disability who is transit-dependent shall not be issued a complete exclusion from the transit shelters unless the person engaged in violent, seriously disruptive or criminal conduct, or in conduct posing a serious threat to the safety of others or to the operation of the transit system. Absent such a finding, if the City Manager determines that a violation was more probable than not, the City Manager shall order a qualified exclusion to permit the person with a disability to use the transit system for trips of necessity, including travel to and from medical and legal appointments, school or training classes, places of employment, obtaining food, clothing and necessary household items, or for accessing any critical services. Any person asserting the right to a qualified exclusion on the basis of transit dependence shall have the burden of establishing transit dependence by a preponderance of the evidence.

(3) Any variance may be granted at any time during the exclusion period by the Chief of Police, his or her designee or by the City Manager.

(4) All variances shall be in writing, for a specific period of time and only to accommodate a specific purpose, all of which shall be stated in the variance.

(5) The person shall keep the variance on his or her person at all times the person is within the area of exclusion.

(6) In the event a person is found to be outside the scope of the terms of the variance, the variance shall immediately become void and that person is subject to arrest for the crime of criminal trespass in the second degree (ORS [164.245](#)) and/or interfering with public transportation (ORS [166.116](#)). (Ord. 5835 § 1, 2014).

(7) Except as stated or provided for in the criminal laws of the State of Oregon, violation of this chapter constitutes a violation and may be prosecuted under the provisions of Chapter 9.36.

DRAFT

MEMORANDUM

TO: City Council
FROM: City Manager Ray Towry
DATE: November 12, 2019
SUBJECT: Consensus of the Council to Cancel the December 24th City Council Meeting



Consensus of the Council is required if the Council chooses to cancel the December 24th City Council Meeting per the City of Sweet Home City Council Rules 2(b).

Meeting of the City Council.

- a) Regular Meeting. The City Council will meet for regular meetings on the second and the fourth Tuesday of each month unless the Mayor cancels or reschedules the meeting upon consensus of the City Council. The Mayor, in conference with the City Manager, may cancel a regular meeting for inclement weather or other unforeseen circumstances or emergency situations. Regular meetings will convene at 6:30 pm and will be adjourned by 10:00 pm unless extended by consent of a majority of the City Council.



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: November 12, 2019	TITLE: Transfer Resolution for FY2019	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION
SUBMITTED BY: B. Neish, Finance Director	ATTACHMENTS: Resolution 30 for 2019 Resolution 8 for 2018 FY19 Budget Status	<input type="checkbox"/> MOTION
REVIEWED BY: R. Towry, City Manager		<input type="checkbox"/> OTHER
RELEVANT CODE/POLICY: ORS 294.463(1) ORS 294.463(3)	TOWARD COUNCIL GOAL: 2. (5) Continue to implement strong financial practices	

PURPOSE OF THIS RCA:

To review the 2019 Fiscal Year and adjust the General Fund Executive Department and non-departmental materials & services budget along with Wastewater organizational units due to unanticipated expenses.

BACKGROUND/CONTEXT:

The City of Sweet Home officially wrapped up the 2019 Fiscal Year on June 30, 2019. Up to this point, a review of all transactions, balancing and adjustments has occurred to close out the fiscal year and prepare for an audit of city finances. Included in this process are any adjustments needed to align spending with Council directives.

Council adopted the 2018-2019 Fiscal Year Budget on June 26th, 2018 by Resolution No. 8 for 2018 (included). The city ended the year with a healthy fund balance in all but one of its funds and was well within budget as adopted across all but four (4) organizational units. Overall, the City underspent expenditure authority by \$3.6 million across all city funds.

ORS 294.463(1) states that "except as provided in subsection (2) of this section, transfers of appropriations may be made within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation. The ordinance or resolution must state the need for the transfer, the purpose for the authorized expenditure and the amount transferred."

Additional funds are needed for the Executive Department in the General Fund due to unanticipated expenses in the department's personnel lines. Additional cash payouts for overtime and compensatory and vacation banks resulted in organizational spending of nearly \$6,000 over the original allocation of \$322,297. The City budgets 2% of all payroll expenses per department into a contingency line in each fund. The attached intra-fund transfer resolution transfers this previously budgeted funding to cover these expenses.

Non-departmental materials and supplies also overspent for the year due to additional bank expenses incurred during the fiscal year. As more people turn to using credit or debit cards for payment of fees and utility bills, expenses to the City will increase related to processing charges. For FY19, the City incurred an additional \$13,000 in bank fees with the addition of a credit card processor in the Municipal Court and increased card usage. The Finance Department is contributing toward this overage with additional monies from their annual allotment with the remaining coming from the contingency line. In addition to the 2% of personnel costs budgeted annually, the City also budgets 3% of all expenditures in a fund for

unforeseen expenses that arise during the year. These funds will help cover the additional bank charges. After all the General Fund intra-fund transfers are complete, the Contingency line will still have \$111,677 remaining.

In the wastewater fund, two of the organizational units, treatment expenses and operations expenses were overspent for the fiscal year. In the treatment budget, additional expenses of \$44k in overage charges from Jacobs/Ch2M were incurred as repairs were needed at the Wastewater Treatment Plant. Staff was able to reduce expenses for the remainder of the year to cover \$39k of these costs without adjustment. The remaining \$5,000 will need to be covered to comply with Oregon Local Budget Law. Staff is proposing to redistribute the budget allocated to debt expenditures to cover this overage. Debt expenditures were budgeted at \$877,769 for the year and payments were just below this amount leaving a surplus.

The expenditure Wastewater Operations division exceeded their budget due to the reclassification of expense for the 2019 fiscal year. The budget for debt service expenses includes administrative charges as have been budgeted in previous years. This year, staff determined it was more appropriate for those administrative fees, paid to DEQ for loan management, to be paid from a materials & services account code versus a debt service account. To compensate, staff has requested that \$44k be transferred from the debt service expenditure authority to the operations division to cover this reclassification of expense.

THE CHALLENGE/PROBLEM:

Should the City adjust expenditure authority to cover deficits incurred in a few of its organizational units in compliance with state law?

STAKEHOLDERS:

- City of Sweet Home Citizens – Citizens are involved in all aspects of the budget process to ensure open and transparent use of taxpayer funds by the city.
- City of Sweet Home City Council – The City Council is the budgetary authority for the city working in collaboration with the Budget Committee to review and adopt the city's annual budget. The Council is also responsible for any adjustments to the adopted budget during a fiscal year.
- City of Sweet Home Staff – City staff work to ensure the city is meeting legal requirements and ensure that the budget is sound and represented truthfully.

ISSUES & FINANCIAL IMPACTS:

State law requires an intra-fund transfer resolution to correct overextended budgets that states the need for the transfers, the purpose of the expenditure and the amount to be transferred [ORS 294.463(1) and (3)]. Since this is a transfer resolution, there is no fiscal impact as there is no increase in expenditure authority being requested.

ELEMENTS OF A STABLE SOLUTION:

To comply with state law, a transfer resolution must be completed to close out the 2019 Fiscal Year.

OPTIONS:

1. Do Nothing. Council could choose to do nothing at this time. The City could risk an audit note as a result and would be required to follow-up with the Oregon Secretary of State's audit division to ensure the City does not over-expend its allocations in future fiscal years.
2. Approve Resolution 30 for 2019.
3. Refer the matter to the Budget Committee for review. Council could defer this matter to the Budget Committee for further review though state law does not necessitate the need for Budget Committee involvement.

RECOMMENDATION:

Staff recommends options 2, approve Resolution 30 for 2019. This ensures compliance with state law and helps to ensure a clean audit for the 2019 Fiscal Year.

Resolution No. 30 for 2019

A RESOLUTION AUTHORIZING TRANSFER OF APPROPRIATIONS.

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

WHEREAS, The City of Sweet Home adopted the 2018-2019 Fiscal Year Budget on June 26, 2018 by Resolution No. 8 for 2018 which authorized expenditure authority of \$17,878,561, and;

WHEREAS, the select funds and organizational units incurred unanticipated expenses, and;

WHEREAS, ORS 294.463(1) allows for intra-fund transfers of expenditure authority by resolution,

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME authorizes a transfer of 2019 expenditure authority in the following funds and organizational units to address various needs:

Fund	Organizational Unit	Existing	Changes	Adjusted
General Fund	Executive/Council	322,297	6,000	\$328,297
	Finance	447,829	(1,000)	\$446,829
	Materials & Services	629,127	10,000	\$639,127
	Contingency	126,677	(15,000)	\$111,677
Wastewater	Treatment	615,419	5,000	\$620,419
	Operations	334,035	38,600	\$372,635
	Debt Service	877,769	(43,600)	\$834,169
Total		\$3,353,153	-0-	\$3,353,153

This resolution shall take affect upon its passage and approval.

PASSED by the Council and approved by the Mayor this 12th day of November 2019

Mayor

City Manager – Ex Officio City Recorder

General Ledger REVENUES VS. EXPENSES



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Period 01 - 13
Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
100	GENERAL FUND					
002	Non-Departmental					
100-002-480-110	Staff Pay	0.00	44,306.46	50,410.00	6,103.54	87.89
100-002-480-112	City Attorney	0.00	56,993.04	56,994.00	0.96	100.00
100-002-480-130	Overtime	0.00	68.66	0.00	-68.66	0.00
100-002-480-210	Group Insurance	0.00	15,002.65	17,436.00	2,433.35	86.04
100-002-480-220	FICA Medicare	0.00	7,709.48	8,184.00	474.52	94.20
100-002-480-230	Retirement	0.00	5,325.00	6,050.00	725.00	88.02
100-002-480-250	Unemployment Contribution	0.00	68.16	140.00	71.84	48.69
100-002-480-260	Workers' Compensation	0.00	27.74	1,689.00	1,661.26	1.64
	Personal Services	0.00	129,501.19	140,903.00	11,401.81	91.91
100-002-480-310	Memberships Dues	0.00	6,824.27	10,384.00	3,559.73	65.72
100-002-480-311	Subscriptions	0.00	58.07	0.00	-58.07	0.00
100-002-480-320	Professional Services	0.00	33,861.02	75,000.00	41,138.98	45.15
100-002-480-321	Labor Relations	0.00	50,311.40	35,000.00	-15,311.40	143.75
100-002-480-331	Auditing	0.00	18,800.00	0.00	-18,800.00	0.00
100-002-480-333	Lien Search	0.00	5,853.00	0.00	-5,853.00	0.00
100-002-480-340	Technical Services	0.00	19,764.75	29,400.00	9,635.25	67.23
100-002-480-341	Codification of Ordinance	0.00	1,731.90	5,000.00	3,268.10	34.64
100-002-480-423	Custodial Services	0.00	7,067.17	0.00	-7,067.17	0.00
100-002-480-430	Equipment Repair & Maintenance	0.00	1,910.50	0.00	-1,910.50	0.00
100-002-480-431	Building Repair & Maintenance	0.00	15,221.83	7,000.00	-8,221.83	217.45
100-002-480-432	Grounds Maintenance	0.00	423.50	0.00	-423.50	0.00
100-002-480-520	Insurance	0.00	167,361.49	165,800.00	-1,561.49	100.94
100-002-480-521	SAIF Expense	0.00	0.00	0.00	0.00	0.00
100-002-480-540	Advertising	0.00	21.90	0.00	-21.90	0.00
100-002-480-541	Tourism	0.00	20,000.00	15,000.00	-5,000.00	133.33
100-002-480-580	Training Travel	0.00	2,388.11	0.00	-2,388.11	0.00
100-002-480-610	Office Supplies	0.00	621.58	250.00	-371.58	248.63
100-002-480-611	Cleaning Supplies	0.00	622.07	8,500.00	7,877.93	7.32
100-002-480-612	Operating Supplies	0.00	231.92	0.00	-231.92	0.00
100-002-480-614	Tools & Small Equipment	0.00	565.18	0.00	-565.18	0.00
100-002-480-615	Bank Expense	0.00	53,008.05	40,000.00	-13,008.05	132.52
100-002-480-619	Computers	0.00	4,061.37	0.00	-4,061.37	0.00
100-002-480-622	Electricity	0.00	182,477.95	194,383.00	11,905.05	93.88
100-002-480-623	Phone	0.00	1,981.67	0.00	-1,981.67	0.00
100-002-480-630	Food & Beverage	0.00	145.50	0.00	-145.50	0.00
100-002-480-803	Special Events	0.00	733.03	0.00	-733.03	0.00
100-002-480-805	Safety Incentive Program	0.00	3,975.00	5,000.00	1,025.00	79.50
100-002-480-806	Elderly Nutrition	0.00	1,200.00	1,210.00	10.00	99.17
100-002-480-807	Senior Center	0.00	30,095.00	32,200.00	2,105.00	93.46
100-002-480-808	Community Grants	0.00	5,000.00	5,000.00	0.00	100.00
100-002-480-810	Economic Development	0.00	2,738.21	0.00	-2,738.21	0.00
	Material & Services	0.00	639,055.44	629,127.00	-9,928.44	101.58
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		0.00	768,556.63	770,030.00	1,473.37	0.9981
002	Non-Departmental	0.00	768,556.63	770,030.00	1,473.37	99.81

General Ledger REVENUES VS. EXPENSES



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Period 01 - 13
Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
100	GENERAL FUND					
003	Executive					
100-003-413-110	Staff Pay	0.00	174,552.96	166,784.00	-7,768.96	104.66
100-003-413-111	Council Pay	0.00	6,420.00	6,420.00	0.00	100.00
100-003-413-130	Overtime	0.00	1,820.88	0.00	-1,820.88	0.00
100-003-413-210	Group Insurance	0.00	44,194.29	47,546.00	3,351.71	92.95
100-003-413-220	FICA Medicare	0.00	13,765.65	13,198.00	-567.65	104.30
100-003-413-230	Retirement	0.00	27,690.66	26,186.00	-1,504.66	105.75
100-003-413-250	Unemployment Contribution	0.00	236.20	217.00	-19.20	108.85
100-003-413-260	Workers' Compensation	0.00	41.15	247.00	205.85	16.66
	Personal Services	0.00	268,721.79	260,598.00	-8,123.79	103.12
100-003-413-310	Memberships Dues	0.00	2,269.82	7,749.00	5,479.18	29.29
100-003-413-311	Subscriptions	0.00	1,877.35	0.00	-1,877.35	0.00
100-003-413-320	Professional Services	0.00	5,445.14	500.00	-4,945.14	1,089.03
100-003-413-340	Technical Services	0.00	3,683.85	2,000.00	-1,683.85	184.19
100-003-413-430	Equipment Repair & Maintenance	0.00	154.04	3,000.00	2,845.96	5.13
100-003-413-441	Building Rental	0.00	150.00	0.00	-150.00	0.00
100-003-413-442	Equipment Vehicle Rental	0.00	3,704.82	0.00	-3,704.82	0.00
100-003-413-540	Advertising	0.00	2,248.59	17,450.00	15,201.41	12.89
100-003-413-550	Duplicating & Printing	0.00	2,899.23	0.00	-2,899.23	0.00
100-003-413-580	Training Travel	0.00	12,049.06	15,000.00	2,950.94	80.33
100-003-413-610	Office Supplies	0.00	3,419.46	4,500.00	1,080.54	75.99
100-003-413-611	Cleaning Supplies	0.00	10.93	0.00	-10.93	0.00
100-003-413-612	Operating Supplies	0.00	2,977.56	0.00	-2,977.56	0.00
100-003-413-613	Uniforms Clothing	0.00	972.38	250.00	-722.38	388.95
100-003-413-614	Tools & Small Equipment	0.00	11.97	0.00	-11.97	0.00
100-003-413-617	Furniture	0.00	201.43	0.00	-201.43	0.00
100-003-413-618	Postage	0.00	714.21	0.00	-714.21	0.00
100-003-413-619	Computers	0.00	2,630.18	0.00	-2,630.18	0.00
100-003-413-621	Natural Gas	0.00	181.36	0.00	-181.36	0.00
100-003-413-622	Electricity	0.00	2,514.52	7,250.00	4,735.48	34.68
100-003-413-623	Phone	0.00	3,407.55	0.00	-3,407.55	0.00
100-003-413-624	TV Internet	0.00	1,045.27	0.00	-1,045.27	0.00
100-003-413-626	Gasoline Fuel	0.00	449.96	0.00	-449.96	0.00
100-003-413-630	Food & Beverage	0.00	2,137.07	2,000.00	-137.07	106.85
100-003-413-803	Special Events	0.00	2,989.13	0.00	-2,989.13	0.00
100-003-413-805	Safety Incentive Program	0.00	0.00	0.00	0.00	0.00
100-003-413-808	Community Grants	0.00	500.00	0.00	-500.00	0.00
	Material & Services	0.00	58,644.88	59,699.00	1,054.12	98.23
100-003-413-741	Machinery	0.00	814.97	2,000.00	1,185.03	40.75
	Capital Outlay	0.00	814.97	2,000.00	1,185.03	40.75
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		0.00	328,181.64	322,297.00	-5,884.64	1.0183
003	Executive	0.00	328,181.64	322,297.00	-5,884.64	101.83

General Ledger REVENUES VS. EXPENSES



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Period 01 - 13
Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
100	GENERAL FUND					
004	Finance					
100-004-415-110	Staff Pay	0.00	235,338.24	229,138.00	-6,200.24	102.71
100-004-415-210	Group Insurance	0.00	85,013.33	88,191.00	3,177.67	96.40
100-004-415-220	FICAMedicare	0.00	17,667.19	16,498.00	-1,169.19	107.09
100-004-415-230	Retirement	0.00	33,699.16	32,777.00	-922.16	102.81
100-004-415-250	Unemployment Contribution	0.00	327.79	1,262.00	934.21	25.97
100-004-415-260	Workers' Compensation	0.00	52.14	338.00	285.86	15.43
	Personal Services	0.00	372,097.85	368,204.00	-3,893.85	101.06
100-004-415-310	MembershipsDues	0.00	744.00	400.00	-344.00	186.00
100-004-415-311	Subscriptions	0.00	83.26	0.00	-83.26	0.00
100-004-415-320	Professional Services	0.00	388.14	0.00	-388.14	0.00
100-004-415-331	Auditing	0.00	17,269.00	26,000.00	8,731.00	66.42
100-004-415-332	Investment Services	0.00	0.00	10,000.00	10,000.00	0.00
100-004-415-333	Lien Search	0.00	0.00	5,000.00	5,000.00	0.00
100-004-415-340	Technical Services	0.00	25,303.46	22,263.00	-3,040.46	113.66
100-004-415-430	Equipment Repair & Maintenance	0.00	71.91	2,200.00	2,128.09	3.27
100-004-415-442	EquipmentVehicle Rental	0.00	1,830.74	0.00	-1,830.74	0.00
100-004-415-540	Advertising	0.00	1,403.87	0.00	-1,403.87	0.00
100-004-415-550	Duplicating & Printing	0.00	474.57	0.00	-474.57	0.00
100-004-415-580	TrainingTravel	0.00	3,395.66	1,500.00	-1,895.66	226.38
100-004-415-610	Office Supplies	0.00	3,857.20	5,500.00	1,642.80	70.13
100-004-415-612	Operating Supplies	0.00	317.54	0.00	-317.54	0.00
100-004-415-613	UniformsClothing	0.00	393.25	200.00	-193.25	196.63
100-004-415-617	Furniture	0.00	179.99	0.00	-179.99	0.00
100-004-415-618	Postage	0.00	2,397.50	0.00	-2,397.50	0.00
100-004-415-619	Computers	0.00	352.74	0.00	-352.74	0.00
100-004-415-620	UTILITIES	0.00	0.00	4,562.00	4,562.00	0.00
100-004-415-621	Natural Gas	0.00	361.26	0.00	-361.26	0.00
100-004-415-622	Electricity	0.00	4,306.92	0.00	-4,306.92	0.00
100-004-415-623	Phone	0.00	4,804.53	0.00	-4,804.53	0.00
100-004-415-624	TVInternet	0.00	1,933.94	0.00	-1,933.94	0.00
100-004-415-630	Food & Beverage	0.00	465.85	0.00	-465.85	0.00
	Material & Services	0.00	70,335.33	77,625.00	7,289.67	90.61
100-004-415-741	Machinery	0.00	4,244.35	2,000.00	-2,244.35	212.22
	Capital Outlay	0.00	4,244.35	2,000.00	-2,244.35	212.22
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		0.00	446,677.53	447,829.00	1,151.47	0.9974
004	Finance	0.00	446,677.53	447,829.00	1,151.47	99.74

General Ledger REVENUES VS. EXPENSES



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Period 01 - 13
Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
550	WASTEWATER FUND					
550-000-300-000	BEG. WORKING CAPITAL	0.00	-326,839.29	-335,032.00	-8,192.71	97.55
550-000-340-003	SEWER USER FEES	0.00	-2,936,392.30	-3,087,673.00	-151,280.70	95.10
550-000-361-000	INTEREST	0.00	0.00	-500.00	-500.00	0.00
550-000-390-001	MISC. REVENUE	0.00	-227.70	-1,000.00	-772.30	22.77
	Revenues	0.00	-3,263,459.29	-3,424,205.00	-160,745.71	95.31
Revenue Total		0.00	-3,263,459.29	-3,424,205.00	-160,745.71	-0.9531
Expense Total		0.00	0.00	0.00	0.00	0
009	Public Works					
550-009-332-110	Staff Pay	0.00	35,648.18	45,457.00	9,808.82	78.42
550-009-332-130	Overtime	0.00	3.30	0.00	-3.30	0.00
550-009-332-210	Group Insurance	0.00	8,593.31	11,866.00	3,272.69	72.42
550-009-332-220	FICAMedicare	0.00	1,344.16	3,464.00	2,119.84	38.80
550-009-332-230	Retirement	0.00	7,757.58	6,858.00	-899.58	113.12
550-009-332-250	Unemployment Contribution	0.00	45.77	23.00	-22.77	199.00
550-009-332-260	Workers' Compensation	0.00	385.39	611.00	225.61	63.08
550-009-432-110	Staff Pay	0.00	139,193.43	147,240.00	8,046.57	94.54
550-009-432-130	Overtime	0.00	1,284.31	3,000.00	1,715.69	42.81
550-009-432-210	Group Insurance	0.00	48,371.89	53,864.00	5,492.11	89.80
550-009-432-220	FICAMedicare	0.00	10,526.79	11,220.00	693.21	93.82
550-009-432-230	Retirement	0.00	18,152.29	19,200.00	1,047.71	94.54
550-009-432-250	Unemployment Contribution	0.00	195.67	119.00	-76.67	164.43
550-009-432-260	Workers' Compensation	0.00	2,257.35	4,092.00	1,834.65	55.16
	Personal Services	0.00	273,759.42	307,014.00	33,254.58	89.17
550-009-332-320	Professional Services	0.00	549,148.61	530,640.00	-18,508.61	103.49
550-009-332-321	Labor Relations	0.00	1,134.00	0.00	-1,134.00	0.00
550-009-332-340	Technical Services	0.00	7,078.10	0.00	-7,078.10	0.00
550-009-332-430	Equipment Repair & Maintenance	0.00	93.95	1,000.00	906.05	9.40
550-009-332-442	EquipmentVehicle Rental	0.00	48.00	0.00	-48.00	0.00
550-009-332-540	Advertising	0.00	162.50	0.00	-162.50	0.00
550-009-332-580	TrainingTravel	0.00	271.28	0.00	-271.28	0.00
550-009-332-612	Operating Supplies	0.00	51.28	0.00	-51.28	0.00
550-009-332-617	Furniture	0.00	0.00	1,500.00	1,500.00	0.00
550-009-332-618	Postage	0.00	112.50	0.00	-112.50	0.00
550-009-332-630	Food & Beverage	0.00	58.10	0.00	-58.10	0.00
550-009-332-803	Special Events	0.00	2.10	0.00	-2.10	0.00
550-009-432-310	MembershipsDues	0.00	714.00	1,000.00	286.00	71.40
550-009-432-311	Subscriptions	0.00	323.91	0.00	-323.91	0.00
550-009-432-320	Professional Services	0.00	74,478.73	5,000.00	-69,478.73	1,489.57
550-009-432-321	Labor Relations	0.00	567.00	0.00	-567.00	0.00
550-009-432-340	Technical Services	0.00	20,672.21	30,000.00	9,327.79	68.91
550-009-432-423	Custodial Services	0.00	217.47	0.00	-217.47	0.00
550-009-432-430	Equipment Repair & Maintenance	0.00	2,181.23	3,600.00	1,418.77	60.59
550-009-432-431	Building Repair & Maintenance	0.00	1,303.16	0.00	-1,303.16	0.00
550-009-432-432	Grounds Maintenance	0.00	82.35	2,000.00	1,917.65	4.12
550-009-432-442	EquipmentVehicle Rental	0.00	1,560.35	1,000.00	-560.35	156.04
550-009-432-540	Advertising	0.00	42.21	1,000.00	957.79	4.22
550-009-432-550	Duplicating & Printing	0.00	535.51	0.00	-535.51	0.00
550-009-432-580	TrainingTravel	0.00	863.90	4,500.00	3,636.10	19.20
550-009-432-610	Office Supplies	0.00	424.39	3,000.00	2,575.61	14.15
550-009-432-611	Cleaning Supplies	0.00	178.24	0.00	-178.24	0.00

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
550-009-432-612	Operating Supplies	0.00	10,522.80	27,000.00	16,477.20	38.97
550-009-432-613	UniformsClothing	0.00	1,695.39	3,000.00	1,304.61	56.51
550-009-432-614	Tools & Small Equipment	0.00	1,505.24	3,600.00	2,094.76	41.81
550-009-432-617	Furniture	0.00	46.06	1,500.00	1,453.94	3.07
550-009-432-618	Postage	0.00	2.27	0.00	-2.27	0.00
550-009-432-619	Computers	0.00	176.64	0.00	-176.64	0.00
550-009-432-621	Natural Gas	0.00	565.01	0.00	-565.01	0.00
550-009-432-622	Electricity	0.00	2,554.53	9,100.00	6,545.47	28.07
550-009-432-623	Phone	0.00	2,515.00	0.00	-2,515.00	0.00
550-009-432-624	TVInternet	0.00	1,026.33	0.00	-1,026.33	0.00
550-009-432-626	GasolineFuel	0.00	5,606.52	0.00	-5,606.52	0.00
550-009-432-630	Food & Beverage	0.00	29.07	0.00	-29.07	0.00
	Material & Services	0.00	688,549.94	628,440.00	-60,109.94	109.56
550-009-332-720	Buildings	0.00	0.00	5,000.00	5,000.00	0.00
550-009-432-730	Projects & Improvements	0.00	360.00	0.00	-360.00	0.00
550-009-432-741	Machinery	0.00	3,146.47	0.00	-3,146.47	0.00
550-009-432-742	Vehicles	0.00	18,957.96	0.00	-18,957.96	0.00
	Capital Outlay	0.00	22,464.43	5,000.00	-17,464.43	449.29
550-009-470-801	Debt Service - Principal	0.00	566,194.00	691,194.00	125,000.00	81.92
550-009-470-802	Debt Service - Interest	0.00	270,314.00	186,575.00	-83,739.00	144.88
	Debt	0.00	836,508.00	877,769.00	41,261.00	95.30
Revenue Total		0.00	-3,263,459.29	-3,424,205.00	-160,745.71	-0.9531
Expense Total		0.00	1,821,281.79	1,818,223.00	-3,058.79	1.0017
009	Public Works	0.00	1,821,281.79	1,818,223.00	-3,058.79	100.17



REQUEST FOR COUNCIL ACTION

PREFERRED AGENDA: November 12, 2019	TITLE: Funds Transfer and Interfund Loan for Jim Riggs Community Center	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
SUBMITTED BY: B. Neish, Finance Director	ATTACHMENTS: Resolution 31 for 2019 FY19 Budget Status	
REVIEWED BY: R. Towry, City Manager		
RELEVANT CODE/POLICY: ORS 294.468(1) ORS 294.463(2)(d)	TOWARD COUNCIL GOAL: 2.5 - Continue to implement financial "best" practices	

PURPOSE OF THIS RCA:

To review the 2019 Fiscal Year and establish an interfund operating loan from the General Fund to the Jim Riggs Community Center Fund for overdrawn fund balance.

BACKGROUND/CONTEXT:

The City of Sweet Home officially wrapped up the 2019 Fiscal Year on June 30, 2019. Up to this point, a review of all transactions, balancing and adjustments has occurred to close out the fiscal year and prepare for an audit of city finances. Included in this process are any adjustments needed to align spending with Council directives.

Additional funds are needed for the Jim Riggs Community Center Fund to cover a fiscal year end deficit balance. The JRCC Fund is used to pay for expenses related to the operation of the Community Center including, but not limited to building maintenance and utilities. The City pays for these expenses initially and receives monthly reimbursements from the two organizations using the facility, the Boys & Girls Club of Greater Santiam and the Sweet Home Senior Center/Linn Shuttle.

ORS 294.468(1) states that "it shall be lawful to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body."

For the 2019 fiscal year, two issues occurred that created a deficit balance in the fund. First, after turnover in the Finance Department in calendar year 2018, the Finance staff was unaware that the City was supposed to be including general building expenses in the reimbursement requests sent to the Boys & Girls Club and the Senior Center. This resulted in a \$5,700 balance which was not covered by these organizations and therefore was the perceived responsibility of the City. After a discussion with the Boys & Girls Club and the Senior Center, it was determined that the monthly reimbursement request was also supposed to include these general maintenance expenses. City staff has fixed this error for the 2020 fiscal year but needs to determine how to cover the other expenses incurred for fiscal year 2019.

The second issue, adding \$5,300 to the fund deficit is the lack of contributions from the Boys and Girls Club. This is the second year for which the Boys and Girls Club had an outstanding balance due at fiscal year-end. In the prior year, this balance was ultimately paid but state law requires that the fund be made whole at year-end. The City received an audit note regarding this issue during the 2018 fiscal year audit. For 2019, staff is requesting a temporary

contribution from the City's General Fund to be repaid once the Boys and Girls Club has caught up on their payments. This typically occurs after the annual Boys and Girls Club Fall Auction which takes place in early November.

THE CHALLENGE/PROBLEM:

Should the City utilize the General Fund to cover a deficit in another fund?

STAKEHOLDERS:

- City of Sweet Home Citizens – Citizens are involved in all aspects of the budget process to ensure open and transparent use of taxpayer funds by the city.
- City of Sweet Home City Council – The City Council is the budgetary authority for the city working in collaboration with the Budget Committee to review and adopt the city's annual budget. The Council is also responsible for any adjustments to the adopted budget during a fiscal year.
- City of Sweet Home Staff – City staff work to ensure the city is meeting legal requirements and ensure that the budget is sound and represented truthfully.

ISSUES & FINANCIAL IMPACTS:

State law requires that all funds maintain a zero or positive balance during budget development and throughout the fiscal year. At the end of fiscal year 2019, the General Fund (Fund 100) had an estimated fund balance of \$1.6 million from which the attached resolution requests \$11,000 to cover the deficit in Fund 300 (Community Center). \$5,300 of this will be considered an operating loan to be repaid by December 31, 2019 after receipt of the Boys & Girls Club reimbursement funds.

ELEMENTS OF A STABLE SOLUTION:

To comply with state law, a transfer of funds must be completed to close out the 2019 Fiscal Year.

OPTIONS:

1. Do Nothing. Council could choose to do nothing at this time. The City could risk an audit note as a result and would be required to follow-up with the Oregon Secretary of State's audit division to ensure the City does not over-expend fund balances in future fiscal years.
2. Approve Resolution 31 for 2019.
3. Request operating funds from a different fund (i.e. Library, Water, Project & Equipment Reserve, etc.) to cover the fund deficit in Fund 300. Council could decide that the request for funds to cover a deficit could come from another funding source.

RECOMMENDATION:

Staff recommends options 2, approve Resolution 31 for 2019. Since staff is requesting that some of the general building expenses be covered by the City for the 2019 fiscal year, this is the cleanest option and complies with spending rules for restricted revenues.

Resolution No. 31 for 2019

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS TO COVER A FUND DEFICIT.

WHEREAS, Oregon Local Budget Law requires that revenues must equal expenses, and;

WHEREAS, the Jim Riggs Community Center Fund, Fund 300, recorded revenues of \$27,046, and;

WHEREAS, the Jim Riggs Community Center Fund, Fund 300, recorded expenditures of \$37,569, and;

WHEREAS, the beginning fund balance in Fund 300 was negative \$772, and;

WHEREAS, the net result is a deficit fund balance of \$10,524, and;

WHEREAS, the Boys & Girls Club of the Greater Santiam currently owes the city \$5,300,

THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME authorizes a transfer of funds from the General Fund, Fund 100, to the Jim Riggs Community Center Fund to resolve a deficit fund balance in the amount of \$11,000. Further be it resolved that \$5,300 of the transfer be an interfund loan to be repaid the earlier of December 31 of 2019 or upon receipt of the balance due from the Boys & Girls Club of the Greater Santiam.

This resolution shall take affect upon its passage and approval.

PASSED by the Council and approved by the Mayor this 12th day of November 2019

Mayor

City Manager – Ex Officio City Recorder

General Ledger REVENUES VS. EXPENSES



User: bneish
Printed: 11/7/2019 12:57:40 PM
Period 01 - 13
Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
300	COMMUNITY CENTER OPERATING FUN					
300-000-300-000	BEGINNING FUND BALANCE	0.00	772.35	0.00	-772.35	0.00
300-000-338-000	SENIOR CENTER	0.00	-15,895.96	-23,000.00	-7,104.04	69.11
300-000-338-001	BOYS & GIRLS CLUB	0.00	-11,921.97	-23,000.00	-11,078.03	51.83
300-000-361-000	INTEREST	0.00	0.00	-30.00	-30.00	0.00
	Revenues	0.00	-27,045.58	-46,030.00	-18,984.42	58.76
Revenue Total		0.00	-27,045.58	-46,030.00	-18,984.42	-0.5876
Expense Total		0.00	0.00	0.00	0.00	0
002	Non-Departmental					
300-002-480-320	Professional Services	0.00	1,178.50	0.00	-1,178.50	0.00
300-002-480-430	Equipment Repair & Maintenance	0.00	1,347.13	5,000.00	3,652.87	26.94
300-002-480-431	Building Repair & Maintenance	0.00	5,677.90	250.00	-5,427.90	2,271.16
300-002-480-611	Cleaning Supplies	0.00	312.00	0.00	-312.00	0.00
300-002-480-612	Operating Supplies	0.00	863.39	0.00	-863.39	0.00
300-002-480-621	Natural Gas	0.00	7,125.98	0.00	-7,125.98	0.00
300-002-480-622	Electricity	0.00	21,064.57	40,779.00	19,714.43	51.66
	Material & Services	0.00	37,569.47	46,029.00	8,459.53	81.62
Revenue Total		0.00	-27,045.58	-46,030.00	-18,984.42	-0.5876
Expense Total		0.00	37,569.47	46,029.00	8,459.53	0.8162
002	Non-Departmental	0.00	37,569.47	46,029.00	8,459.53	81.62
Revenue Total		0.00	0.00	0.00	0.00	0
Expense Total		0.00	37,569.47	46,029.00	8,459.53	0.8162
300	COMMUNITY CENTER OPERATING FUN	0.00	10,523.89	-1.00	-10,524.89	-1,052,389.00

SWEET HOME CITY COUNCIL
ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES

October 22, 2019

The meeting of the Administration and Finance Committee was called to order at 6:02 p.m. in the Sweet Home City Hall.

Staff Present: City Manager Ray Towry and Public Works Director Greg Springman

Registered Visitors: None

Media: None

Committee Members: Councilor Goble, Chair (AB), Councilor Gerson (P), Councilor Trask (P), Mayor Greg Mahler (Alternate for Councilor Goble) (P)

The purpose of the Administration and Finance Committee meeting was to interview Lisa Willson for vacancies on the Budget Committee and the Charter Review Committee.

The Committee will make their recommendations to the City Council for appointments during the November 12, 2019 meeting.

With no further business the meeting adjourned.

The foregoing is a true copy of the proceedings of the City Council Administration and Finance meeting on October 22, 2019

City Manager Ray Towry

Mayor Greg Mahler

Library Advisory Board Minutes
October 10, 2019

Present at the meeting Kevin Hill, Charlene Adams, Don Hopkins, Eva Journey and Rose Peda

By consensus the Board excused the absence of Brittany Donnell

Motion to approve the minutes for the September 12, 2019 meeting was made by Kevin Hill with a second to the motion by Charlene Adams. Motion approved with 4 ayes and 0 opposed.

The fiscal report for the month of September was reviewed by the Library Board. Banned books week, voter registration day and the Sarah McQuaid performance were discussed.

Eva Journey asked about the status of the Adult Literacy Program with LBCC after seeing the article in the New Era. Rose explained that the Library is partnering with LBCC and other Linn Libraries, through a grant, to provide adult literacy tutoring using community volunteers. A coordinator has been hired and is working on the study manuals and the volunteer training program.

Unfinished Business

There was no unfinished business.

New Business

Rose informed the Library Board about the substance of the conference call with FFA Architects, City Manager (Ray Towry), and City Engineer (Joe Graybill). During this call various scenarios were discussed including renovation, a new building and different site locations. Discussion followed regarding various sites and funding.

The “new” books are now in the center of the Library so patrons have easier access to them. This required shifting and weeding the paperback collection.

Don Hopkins made a motion to re-elect the current officers. The motion was seconded by Eva Journey. Motion approved with 4 ayes and 0 opposed. Kevin Hill remains Chairperson and Charlene Adams is Vice-Chair.

The meeting was adjourned.

The next meeting is November 14, 2019 at 4:30pm

MEMORANDUM



TO: Ray Towry, City Manager
FROM: Rose Peda, Library Services Director
DATE: November 4, 2019
SUBJECT: Sweet Home Library Activities Report / October, 2019

Statistics

Patrons checked out 3574 items.

Patrons placed 290 items on hold.

Staff issued 28 new library cards to patrons and 7 nonresident cards.

493 individuals signed on to use the computers in the library and printed 794 pages.

Resource sharing savings was \$3,043.77 for the month of October.

Events

The library held 9 storytimes for babies, toddler and preschoolers with 74 children and 47 adults in attendance. Staff read to 108 first and second graders at Oak Heights Elementary.



Children were invited to come to the Library, during school closures for parent/teacher conferences, and build with Legos.

The library partnered with the Boys and Girls Club and participated in the Trick or Treat Street hosted by Holley Church.

Update on the Adult Literacy Program

Linn-Benton Community College, Linn Library Consortium and the GED Network are partnering together to offer adult literacy programs funded by a grant from the State Library of Oregon. The Linn Libraries will locate community members interested in training to be tutors and LBCC will provide the tutees. To date, Sweet Home, has 4 community members interested in being tutors.

Amanda Makepeace, Adult Literacy Program Coordinator of the Library Services and Technology Act Grant, stated, "5 percent of incoming college students who are native English speakers score below the fifth grade reading level and wouldn't be able to get through the Adult Basic Skills courses."

2019 Statistics for August		Statistics for September		Statistics for October	
PATRON ACTIVITY		PATRON ACTIVITY		PATRON ACTIVITY	
OPAC Logins	256	OPAC Logins	255	OPAC Logins	290
SIP2 Logins	458	SIP2 Logins	439	SIP2 Logins	419
CIRCULATION AND RENEWALS		CIRCULATION AND RENEWALS		CIRCULATION AND RENEWALS	
Checkouts	3703	Checkouts	3244	Checkouts	3574
Renewals by Staff	403	Renewals by Staff	456	Renewals by Staff	394
Renewals by OPAC	242	Renewals by OPAC	256	Renewals by OPAC	270
HOLDS REQUESTED		HOLDS REQUESTED		HOLDS REQUESTED	
Holds by Staff	170	Holds by Staff	142	Holds by Staff	141
Holds by OPAC	129	Holds by OPAC	138	Holds by OPAC	145
ACTIVE PATRONS	2367	ACTIVE PATRONS	2337	ACTIVE PATRONS	2324
NEW PATRONS		NEW PATRONS		NEW PATRONS	
Resident	26	Resident	35	Resident	28
NonResident	3	NonResident	7	NonResident	7
ITEM COUNTS	36096	ITEM COUNTS	36175	ITEM COUNTS	35970
PUBLIC ACCESS COMPUTERS		PUBLIC ACCESS COMPUTERS		PUBLIC ACCESS COMPUTERS	
Logins this month	546	Logins this month	413	Logins this month	493
Pages printed	839	Pages printed	687	Pages printed	794
Resource Sharing Savings \$2,357.07		Resource Sharing Savings \$2,676.04		Resource Sharing Savings \$3,043.77	

**QUARTERLY CIRCULATION STATISTICS
BY ITEM TYPE**

2019	August	September	October
Auto Manuals	0	0	1
Books on CD	120	102	96
Children's Board Books	94	152	131
Children's Easy Readers	193	199	224
Children's Fiction	351	264	297
Children's Graphic Novels	164	110	123
Children's NonFiction	195	227	181
Children's Picture Books	523	401	502
Children's Ready to Read	88	90	61
Children's 100 Books	44	49	47
Children's VOX Books	140	121	135
DVDs	710	643	829
Fiction	364	316	341
Magazines	47	51	34
Music CD	32	22	34
Mystery	290	273	276
New Fiction	211	188	222
New NonFiction	84	62	78
New Mystery	124	91	105
New Science Fiction	11	3	2
NonFiction	186	241	235
Northwest	25	23	19
Paperback General	30	15	3
Paperback Mystery	50	39	29
Paperback Romance	36	33	21
Paperback Westerns	3	0	0
Paperback Science Fiction	10	2	3
Science Fiction / Fantasy	24	38	37
Teen Fiction	144	101	96
Teen Graphic Novel	35	36	31
Teen NonFiction	5	5	2
Westerns	40	59	42
Ukuleles	2	0	1
TOTALS	4375	3956	4238

MEMORANDUM



TO: City Council
Ray Towry, City Manager
Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: November 12, 2019

SUBJECT: Community and Economic Development Department Report for October, 2019

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 October 1st, to October 31st, 2019.

1. BUILDING

- Summary of Building Program Permits Issued.

Construction Category	Number of Permits
Residential 1 and 2 Family Dwellings	3
Residential Manufactured Dwellings	0
Residential Structural	6
Residential Mechanical Permits	16
Residential Plumbing	4
Residential Demolition	1
Commercial Mechanical	0
Commercial Structural	9
Commercial Plumbing	2
Commercial Demolition	0
Commercial Site Development	0
Total Permits	41
Value Estimate of All Permits	\$1,621,629.72
Fees Collected	\$23,963.12

2. PLANNING

- Summary of Planning Division Applications Approved.

Application Type	Number of Permits
Conditional Use	1
Variance	0
Partition	0
Property Line Adjustments	1

- The Department is currently working on updates to the Sweet Home Municipal Code (SHMC), Planning Commission procedures, and updating and improving Land Use Applications with OCWCOG staff. A comprehensive code update is being readied for staff and peer review, and will be presented to the Planning Commission and public through the review process. We have submitted a grant application to the Oregon Department of Land

Use and Conservation to complete this work, along with a potential housing needs analysis and code audit to ensure compliance with state law.

- There are 7 applications in the queue for November.

3. ECONOMIC DEVELOPMENT

- Work on a property partition and right-of-way width change for 24th Ave is progressing. This is part of a comprehensive 24th Avenue Corridor Improvement Project. Due to requests from the neighboring property owners, the plan to partition the City's Maintenance Yard property will now move to the planning commission in order to approve a required access easement. Once the easement has been approved, the partition will be completed and the appropriate documents for the land swap will be drafted and signed. A Request for Council Action will be necessary to approve the partition application and adopt a resolution to swap the land. We hoped to bring that before you at the November 12th meeting, however state law requires an appraisal of the property. We are now in the process of collecting bids for that work, and will bring the issue to you after we have an appraisal report.
- Staff met with ODOT and Representative Sprenger and learned that prior communication from ODOT was incorrect, and that an application for a new rail crossing at 24th Avenue can be approved if the City and Railroad are in agreement, and if the proposed crossing meets ODOT's safety requirements. We are preparing an application and will be negotiating with Albany & Eastern Railroad to ensure that we are in agreement prior to submitting the application to ODOT.
- Staff is working on a Master Plan of the old Weyerhaeuser mill site that will detail property divisions, zoning designations, and roadway accesses. We are working with Linn County to determine the location of access easements and potential rights-of-way.

4. CODE ENFORCEMENT

- Summary of Actions.

CE currently has 34 open cases. Violations resolved in October: 6. Cases in Progress (Investigating): 7. Notices issued: 6. Pending Citations: 0. Citations: 0. Complaints with no violation noted: 3.

Enforcement Type	Number of Cases
Animal	4
Blight	1
Public Right-of-way	2
Illegal Burning	1
Junk Vehicle	1
Minimum Housing	3
Occupying an RV	7
Public Nuisance	2
Tall Grass & Weeds	1

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

- Ground has been broken, and we are preparing site plans for Phase II of the Sankey Park Improvements. Playground equipment has been ordered and we are awaiting delivery.

- The Park and Tree Committee has begun to discuss and review the City's street tree policies.
- Staff has begun work on the Sweetheart Run, which is planned for next February. We have received a \$2,000 grant from the Confederated Tribes of Siletz Indians for this event.

6. OTHER PROJECTS

- Preliminary work on the 18th Ave & Willow St Neighborhood Water LID (Proposed) is making progress. Staff has a list of properties and owners, and a boundary and cost estimate for a Water Line Local Improvement District. Work is commencing on proposed street and sidewalk improvements for the same area.
- Now that the Council has authorized ownership of the sculpture in the ODOT right-of-way near the East Linn Museum, we are waiting on a proposed Intergovernmental Agreement from ODOT, which will come before you when it is ready.
- Consultation with ODOT improvements at 22nd Ave & Main St. is ongoing, multiple options are on the table, including lighting, location, median refuge, RRFB pedestrian lights, etc. Staff is working on an informational RCA on the issue.
- The property line adjustment for the east property line at the NCH is still pending. The adjacent owners are in favor of it, and a map has been created. A Request for Council Action is necessary to authorize the property line adjustment and adopt a resolution for the land swap. However, state law requires an appraisal of the properties, and we are now in the process of collecting bids for that work. After we receive an appraisal report, we will bring the issue before you at a Council meeting.
- The ODOT Foster Lake Sidewalk Project: ODOT has begun site survey work. Construction is estimated to start next year.

MEMORANDUM



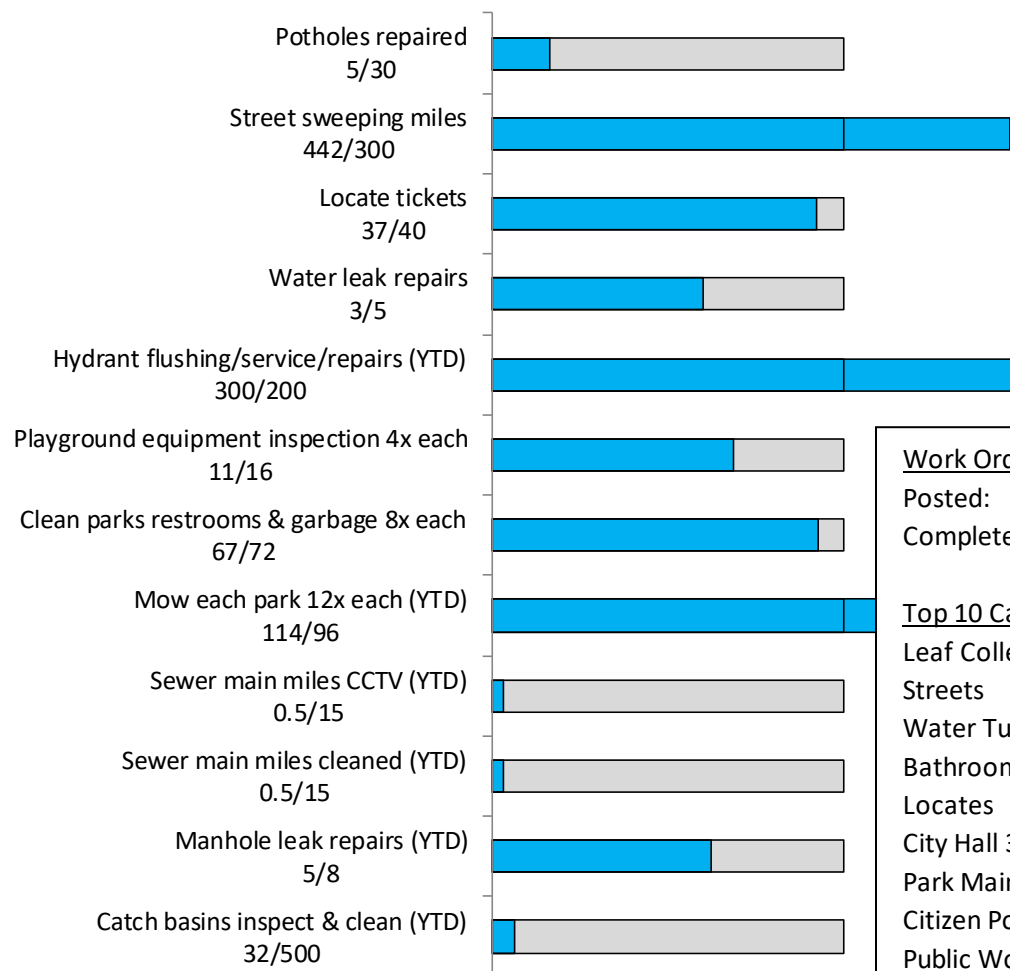
TO: Ray Towry, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: November 5, 2019
 SUBJECT: Public Works Activities Report/October 2019

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.

Key Performance Indicators (KPI's) Dashboard

This dashboard section summarizes work done on key maintenance activities. Goals will be adjusted over time as workloads shift to keep up with current requirements. Routine activities are tracked monthly. Seasonal activities are tracked on a year-to-date basis.

October 2019



Work Orders

Posted:	737
Completed:	759

Top 10 Categories

Leaf Collection Vacuuming - Streets	139
Water Turn Ons/Offs	104
Bathrooms/Garbage	67
Locates	41
City Hall 3225 Main	39
Park Maintenance	28
Citizen Portal - Leaf collection	25
Public Works Facility	17
Meter Re-Read	17
Tree/Brush Trimming - Streets	12

WWTP and WTP Key Performance Indicators (KPIs)

Waste Water Treatment Facility – September 2019

34.4 MG of wastewater treated this month

2.25 MG max daily flow discharged

1.15 MG average daily flow discharged

44,140 lbs. solids inventory

Notes:

Two Violation to permit for Month, one Weekly Average CBOD mg/L and one Weekly Average CBOD lbs. Written report submitted to DEQ.

Water Treatment Facility – September 2019

35.44 MG treated this month

1.41 MG used for backwashing filters

1.181 MG average daily demand

Notes:

No violations for September 2019.

Current & Upcoming Projects

Wastewater Treatment Plant Improvement Project

Scope: Upgrades to equipment & processes for DEQ Compliance.

Status: Project on schedule. WWTP Final design commenced in August, 2019. In September 2019, staff met with Architect designing the WWTP Admin building to discuss building layout, vision for the structure and project schedule.

Water Loss

Scope: Staff will continue to identify water leaks throughout the 54 miles of water distribution system.

Status: PW staff has completed all repairs on the identified water leaks. Over 100 repairs have been completed by PW staff to date. Staff will calculate water loss quarterly. Staff purchased new leak detection equipment to begin program in-house.

Radar Speed Signs

Scope: Purchase 6 radar speed signs throughout the community.

Status: Staff ordered 6 radar speed signs. Installed two signs, one on 1st Avenue, second on Airport Road. Permits applications has been submitted to ODOT for multiple location along State Highway 20 and Highway 228.

City Engineer of Record Selection

Scope: Contract Engineering Services to assist with City projects and development/planning support.

Status: Staff developed RFP to select consultant. The selection process is closed, and staff selected Murraysmith for the Engineer of Record in July, 2019.

Sankey Park Improvements

Scope: Install new paths, lighting, and playground equipment.

Status: Staff will schedule a meeting to “value engineer” the Sankey Park project in November 2019.

2019 Overlay Project

Scope: 2” pavement overlay on Juniper St., 32nd Ct., 45th Ave., and 46th Ave. at Main St.

Status: Project in design.

DEQ - 18th Ave Groundwater Contamination Resolution

Scope: Support DEQ project to resolve neighborhood issue of contaminated groundwater east of 18th Ave and north of Tamarack St.

Status: DEQ determined that the apparent groundwater contamination was mainly the result of chemical byproducts created during the sample test process, and that the groundwater is within established safety limits. Community members will proceed with LID.

Water Distribution System Evaluation

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: Kick off meeting water held in September 2019. City staff issued Murraysmith Task Order to begin the project.

Linn Shuttle Bus Shelters

Scope: Support Linn Shuttle grant project to install bus shelters at highway locations.

Status: Shelter construction is complete.

Budget Calendar

Tuesday, October 29, 201914:00

November 2019

- ☐ November 11 - CIP update kickoff (Dept. Head)
- ☐ November 29 - CIP 2021 draft due to Finance

December 2019

- ☐ December 13 - Finance release draft proposed CIP / Budgets to Dept. Heads

January 2020

- ☐ January 10 - Budget Worksheets Due from departments
- ☐ January 14 - CIP update with City Council
- ☐ January 28 - Utility rate review

February 2020

- ☐ February 11 - Utility rate adoption
- ☐ February 17-21 - Budget review w/City Manager
- ☐ February 28 - Budget Message due to Finance

March 2020

- ☐ March 20 - Proposed Budget due (printed)
- ☐ March 31 - Budget Committee meeting
 - Budget Message & CIP Review

April 2020

- ☐ April 21 - Budget Committee meeting
 - Presentations: Internal Svc, Admin/Exec, Public Works, Library
- ☐ April 23 - Budget Committee meeting
 - Presentations: Police, CEDD, Finance
- ☐ April 30 (if needed): Budget Committee meeting

May 2020

- ☐ May 12 - Council Open Hearing
- ☐ May 26 - Council Adoption

Fiscal Year 2021

- ☐ July 1 - Fiscal Year 2021 Begins
- ☐ July 14 - Council review Levy Renewal
- ☐ July 28 - Council approve Levy Resolution
- ☐ July 31 - Tax certification to County
- ☐ August 14 - SEL 805 to Ray
- ☐ September 2 - SEL 802 to County
- ☐ September 30 - Adopted Budget to County
- ☐ November 3 - Levy Election



November 1, 2019

Ray Towry
City of Sweet Home
City Manager
1140 12th Avenue
Sweet Home, OR 97386

Re: Xfinity TV Channel Updates

Dear Ray,

We are committed to keeping you and our customers informed about Xfinity TV changes and enhancements. Below we share details regarding the removal of FM cable network from our line-up and a general reminder about expiring programming contracts.

Loss of FM Network Effective January 1, 2020

In addition to the regular updates we've posted on the programming contracts web page referenced below, we want to confirm for you that Comcast's programming agreement with cable network FM expires on December 31, 2019, and this channel will no longer be available starting on January 1, 2020. We are communicating this change to our customers through a bill message.

General Reminder About Programming Contract Expirations

We regularly inform our customers in their bills and annual notices that we maintain a website (www.xfinitytv.com/contractrenewals) and toll free number ((866) 216-8634)) that are updated regularly to provide notice of the programming contracts that are set to expire in the coming months and the channels we might, or will, lose the rights to continue carrying.

Please feel free to contact me at (503) 605-6015 if you have any questions or issues.

Sincerely,

Kirk Nord
Director, Government & Regulatory Affairs
Oregon/SW Washington Region