

MISSION STATEMENT

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



# CITY OF SWEET HOME CITY COUNCIL AGENDA

WIFI Passcode:  
guestwifi

August 27, 2019, 6:30 p.m.  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

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 | Mayor Mahler    |
| Councilor Gerson  | Councilor Nash  |
| Councilor Goble   | Councilor Trask |
| Councilor Gourley |                 |

**C. Consent Agenda:**

- a) Approval of Minutes: August 13, 2019 City Council Minutes (pg. 3-5)  
August 13, 2019 Admin, Finance & Property Minutes (pg. 6)
- b) Request for Council Action – Appointment to the Library Board (pg. 7-9)
- c) Request for Council Action – Appointment to the Park Board (pg. 10-12)
- d) OLCC Change of Ownership – Foster Lake Market #1 (pg. 13-19)

**D. Recognition of Visitors and Hearing of Petitions:**

**E. Old Business:**

- a) ATV/UTV Discussion Only (pg. 20-24)
- b) Livability Discussion Only (pg. 25-66)
- c) Noise Ordinance Discussion Only (pg.67-95)
- d) Public Peace, Safety, Health Property and Welfare Ordinance Discussion Only (pg. 96-102)
- e) Information Only – Regional Biosolids Composting Program (pg. 103)

**F. New Business:**

- a) Request for Council Action – IGA Peer Court (pg.104-113)
- b) Request for Council Action - Resolution No. 22 for 2019 – A Resolution Adopting a Supplemental Budget for the Project and Equipment Reserve Fund (pg. 114-116)
- c) Information Only – Resolution No. 23 for 2019 – A Resolution Adopting a Supplemental Budget for the Building Reserve Fund (pg.117-129)
- d) Request for Council Action – Resolution No. 24 for 2019 – A Resolution Authorizing Staff to Submit an Application for the 2019 CDBG and Authorize the City Manager to Execute a Contract with Willamette Neighborhood Housing Services as Sub-Grantee (pg.130-132)

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

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**G. Ordinance Bills**

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

**H. Reports of Committees:**

Administrative & Finance/Property	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 – Written Report (pg. 133-134)	Coleman

**I. Reports of City Officials:**

- a) Mayor’s Report
- b) City Manager’s Report
- c) Department Director’s Reports: (1<sup>st</sup> Meeting of the Month)
  - i. Library Services Director
  - ii. Community and Economic Development Director
  - iii. Public Works Director
- d) Department Director’s Reports: (2<sup>nd</sup> Meeting of the Month)
  - i. Finance Director
    - (1) Department Report (pg. 135-136)
    - (2) Checks by Date (pg. 137-140)
    - (3) Monthly Revenue vs. Expenses (pg. 141)
  - ii. Police Chief
    - (1) Department Statistics (pg. 142-145)
    - (2) Oregon Jamboree Statistics (pg. 146-147)
    - (3) Jamboree Weekend Arrests (pg. 148)
    - (4) Downtown Traffic Memo (pg. 149-150)
  - iii. City Attorney’s Report

**J. Council Business for Good of the Order:**

**K. Adjournment**

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SWEET HOME CITY COUNCIL  
MEETING MINUTES

August 13, 2019

Mayor Mahler called the meeting to order at 6:31 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, and Community and Economic Development Director Blair Larsen.

Visitors Registered to Speak: Lana Holden

Media: Sean Morgan, The New Era and Alex Paul, Albany Democrat Herald

<b>Roll Call:</b>	Councilor Coleman	AB	Mayor Mahler	P
	Councilor Gerson	P	Councilor Nash	P
	Councilor Goble	P	Councilor Trask	P
	Councilor Gourley	P		

**Motion to excuse Councilor Coleman (Gerson/Goble) Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Coleman).**

**Consent Agenda:** Motion was made to approve the Consent Agenda as submitted (Gerson/Goble). Motion passed with 6 Ayes, 0 Opposed, 1 Absent (Coleman).

Items on the consent agenda are as follows:  
Approval of Minutes: July 27, 2019 City Council Meeting

**Recognition of Visitors & Hearing of Petition:**

Lana Holder addressed the Council on the South Hills Trail tree removal.

**Old Business:**

Request for Council Action –  
Chamber of Commerce Contract

City Manager Towry presented the Chamber of Commerce Operating Contract to the Council for Approval. There were questions from the Council regarding reporting.

**Motion to approve the Chamber of Commerce Contract for the Operation of a Visitors Center (Gerson/Goble)**

**Roll Call Vote:**

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

Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Coleman)

Water and Wastewater Treatment Plant Update

Public Works Director Springman gave the Council an update on progress after Council rejected the Jacobs contract and directed staff to report back within 30 days on other options for treatment of water or wastewater. His presentation included background information and options including: renegotiate or terminate the contract with Jacobs. A Work session will be scheduled for further discussion.

**New Business:**

Request for Council Action – Out of State Travel Request

Public Works Director Greg Springman requested permission from the Council to send Utility Manager Steven Haney and Engineer Tech Trish Rice to Chicago to look at components for the upgrade of the Wastewater Treatment Plant.

**Motion to approve Out of State Travel for Utility Manager Steven Haney and Engineer Tech Trish Rice (Gourley/Gerson) Motion passed with 6 Ayes, 0 Opposed and 1 Absent (Coleman).**

**Request for Council Action and First Reading of Ordinance Bills:**

None

**Second Reading:**

None

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

None

**Reports of Committees:**

Administration & Finance/ Property Committee

Councilor Goble reported the committee met to interview for vacant positions on two boards.

Park & Tree Commission

No Report

Youth Advisory Council

Councilor Gourley reported the YAC's Leadership Summit event went well.

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

Councilor Gourley reported the Health Fair is this weekend.

Legislative Committee

No Report

**Reports of City officials**

Mayor's Report	Mayor Mahler thanked the Chamber for an excellent Sportsman Holiday event and the Public Works crew for their support.
City Manager's Report	City Manager Towry gave an update on moving to the new City Hall. Public Works crews were recognized for their efforts and Finance Director Brandon Neish was noted for saving the City significant funds by acting as IT subcontractor. City Manager Towry reported he will be out of the office August 15th and August 16th.
Department Directors Reports	Written reports were submitted by the following Departments: Library, Community and Economic Development and Public Works. There was a question from the Council regarding Code Enforcement and complaints of people living in RVs.
City Attorney	No Report.
Council Business for Good of the Order:	There was a brief discussion on the art hangers in City Hall.
Adjournment:	With no further business the meeting adjourned at 7:35 pm.

The foregoing is a true copy of the proceedings of the City Council at the August 13, 2019 regular City Council Meeting.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager – Ex Officio City Recorder

SWEET HOME CITY COUNCIL  
ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES

August 13, 2019

The meeting of the Administration and Finance Committee was called to order at 6:00 p.m. in the Sweet Home City Hall.

Staff Present: City Manager Ray Towry

Registered Visitors: None

Media: None

Committee Members: Councilor Goble, Chair (P), Councilor Gerson (AB), Councilor Trask (P)

The purpose of the Administration and Finance Committee meeting was to interview for vacancies for the Park and Tree Committee (James Curtis) and the Library Advisory Board (Brittany Donnell).

The Committee will make their recommendations to the City Council for appointments during the August 27, 2019 meeting.

With no further business the meeting adjourned at 6:20 p.m.

The foregoing is a true copy of the proceedings of the City Council Administration and Finance meeting on August 13, 2019

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City Manager Ray Towry

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Chairman James Goble



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27, 2019	<b>TITLE:</b> Library Advisory Board Appointment	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> Julie Fisher, Admin Assist	<b>ATTACHMENTS:</b> Application submitted for the position of Library Advisory Board.	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED:</b> Ray Towry, City Manager		<input type="checkbox"/> OTHER
<b>RELEVANT CODE/POLICY:</b>	<b>TOWARD COUNCIL GOAL:</b>	

**PURPOSE OF THIS MEMO:** Appointment to the Library Advisory Board.

**BACKGROUND/CONTEXT:** There is currently one vacancy on the Library Advisory Board. Brittany Donnell has applied for appointment for this board. The Administration, Finance, and Property Committee conducted an interview on August 13, 2019. They unanimously recommended that Ms. Donnell be appointed to the Library Advisory Board for a four year term.

**THE CHALLENGE/PROBLEM:** Vacancy on the Library Advisory 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 Brittany Donnell to the Sweet Home Library Advisory Board for a four year term to expire December 31, 2022.

**RECOMMENDATION:**

1. Option #3 - Make a Motion to appoint Brittany Donnell to the Sweet Home Library Advisory Board for a four year term to expire December 31, 2022.



CITY MANAGER'S OFFICE

1140 12<sup>th</sup> 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: Brittany Donnell  
Permanent Address: [Redacted] Sweet Home, OR 97386  
Mailing Address: Same  
Contact Phone Number: [Redacted]  
E-Mail Address: bdonnell@sunshineindustriesunlimited.com  
Preferred method of contact:  Mail  Phone  Email  
Occupation: Executive Director Employer: Sunshine Industries

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

Budget Committee       Planning Commission       Library Board — *Special Project Committee*  
 Traffic Safety Committee       Parks Board       Tree Commission  
 Board of Appeals       All Hazard Mitigation Committee

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: 20 Year(s) \_\_\_\_\_ Month(s)
2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. 3.5 years of experience leveraging public funds and donations to further the organizational goals of non-profit and service organizations through serving Sunshine and Past President of Rotary; current VP.
3. List current involvement in other community groups and/or activities.  
Vice President Sweet Home Rotary Club.  
Jamboree Team Supervisor  
Committee member Sweet Home Chamber of Commerce
4. What special contribution do you feel you can make to the group/position you are applying for?  
My skill sets rest squarely in leadership and facilitating participatory decision making in group settings. I have been part of groups that have led successful strategic planning campaigns and I have a genuine care for the well-being of our community.



**RESIDENCY:**

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

I, Brittany Donnell, 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.

B. Donnell  
Signature

6/28/2019  
Date of Signature



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27, 2019	<b>TITLE:</b> Park and Tree Committee Appointment	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> Julie Fisher, Admin Assist	<b>ATTACHMENTS:</b> Application submitted for the position of Park and Tree Committee.	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED:</b> Ray Towry, City Manager		<input type="checkbox"/> OTHER
<b>RELEVANT CODE/POLICY:</b>	<b>TOWARD COUNCIL GOAL:</b>	

**PURPOSE OF THIS MEMO:** Appointment to the Park and Tree Commission.

**BACKGROUND/CONTEXT:** There is currently one vacancy on the Park and Tree Committee. James Curtis has applied for appointment for this board. The Administration, Finance, and Property Committee conducted an interview on August 13, 2019. They unanimously recommended that Mr. Curtis be appointed to the Park and Tree Committee for a four year term.

**THE CHALLENGE/PROBLEM:** Vacancy on the Park and Tree Committee.

**STAKEHOLDERS:**

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

**ISSUES & 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 James Curtis to the Sweet Home Park and Tree Committee for a four year term to expire December 31, 2022.

**RECOMMENDATION:**

1. Option #3 - Make a Motion to appoint James Curtis to the Sweet Home Park and Tree Committee for a four year term to expire December 31, 2022.



CITY MANAGER'S OFFICE

1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97386  
541-367-8969 541-367-5113 FAX  
[Jfisher@sweethomeor.gov](mailto:Jfisher@sweethomeor.gov)

## BOARD/COMMITTEE/COMMISSION APPLICATION

**Applicant Information (Please type/print clearly):**

Name: JAMES CURTIS

Permanent Address: [REDACTED] SWEET HOME OR 97386

Mailing Address: "

Contact Phone Number: [REDACTED] cell

E-Mail Address: jcspartan@gmail.com

Preferred method of contact:  Mail  Phone  Email

Occupation: MILITARY PLANNER Employer: HDR Inc / USMC R

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

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: 2 Year(s) 5 Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position. WOOD/TIMBER INDUSTRY, COMBAT ENGINEER OFFICER, USMC, MILITARY PLANNER, MANAGE 160 MARINE RESERVE SITES (5000+ facilities) IN 46 STATES. PROJECT MANAGEMENT MILITARY CONSTRUCTION (\$5 million - \$50 million), POLICY DEVELOP-

3. List current involvement in other community groups and/or activities. - MENT  
SOCCER COACH, NON-PROFIT BOARD MEMBER,

4. What special contribution do you feel you can make to the group/position you are applying for?  
PLANNING EXPERIENCE AND PRACTICAL EXPERIENCE AT  
MUNICIPAL, STATE, COUNTY AND NATIONAL LEVELS

**RESIDENCY:**

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

I, JAMES CURTIS, 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.

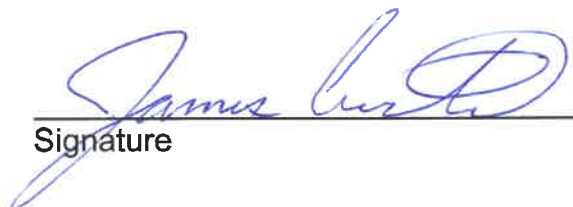
**CRIMINAL HISTORY BACKGROUND CHECK (CCH):**

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**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.

  
\_\_\_\_\_  
Signature

27 JULY 2019  
\_\_\_\_\_  
Date of Signature



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27th, 2019	<b>TITLE:</b> OLCC Change of Ownership	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> Jeff Lynn, Chief of Police	<b>ATTACHMENTS:</b> OLCC Application	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED BY:</b> R. Towry, City Manager		<input type="checkbox"/> OTHER
<b>RELEVANT CODE/POLICY:</b> ORS 471.166	<b>TOWARD COUNCIL GOAL:</b> 4: Economic Strength	

**PURPOSE OF THIS MEMO:** Foster Lake Market #1 is changing ownership and the new owner, Sudip Lamichhane, has applied for an “Off-Premises” liquor license. The location of the business is 5401 Highway 20, Sweet Home.

**BACKGROUND/CONTEXT:** The Sweet Home Police Department is tasked with reviewing applications for liquor licenses that are within the City Limits of Sweet Home. Foster Lake Market #1 is changing ownership. As with any change of ownership, the new owner must apply for a Liquor License through the Oregon Liquor Control Commission under their name. The new owner, Sudip Lamichhane, has applied for an Off-Premises liquor license. This type of license allows beer and wine to be sold for off premises consumption only. This type of license is appropriate for this type of business.

The Police Department received this investigation during the first part of August 2019 and has conducted an investigation into this request. As part of the investigation the new owner was contacted. The business will maintain its existing methods of operation and staff. Mr. Lamichhane indicated that he does have experience managing locations that sell alcohol.

Based upon review of the investigation I found no reason to recommend denial to the Sweet Home City Council.

**STAKEHOLDERS:**

- Foster Lake Market #1 - A liquor license and the ability to sell beer and wine as part of a convenience store business.
- Citizens/Community – Foster Lake Market #1 creates additional opportunities and choices for the community.

**ISSUES & FINANCIAL IMPACTS:**

- Denial of an OLCC liquor license would have a negative impact on sales for Foster Lake Market #1.
- There are no known or anticipated financial impacts for the Sweet Home Police Department or the City of Sweet Home.

**OPTIONS:**

1. *Do Nothing.*
2. *Direct further investigation prior to City's recommendation*
3. *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Foster Lake Market #1.*

**RECOMMENDATION:**

Staff recommends option #3 - *Make a motion that the City of Sweet Home recommends an OLCC license be granted to Foster Lake Market #1.*



# LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received: _____
<input type="checkbox"/> Brewery 2 <sup>nd</sup> Location	Name of City or County: _____
<input type="checkbox"/> Brewery 3 <sup>rd</sup> Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 <sup>st</sup> location	By: _____
<input type="checkbox"/> Brewery-Public House 2 <sup>nd</sup> location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 <sup>rd</sup> location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 <sup>st</sup> location	
<input type="checkbox"/> Grower Sales Privilege 2 <sup>nd</sup> location	
<input type="checkbox"/> Grower Sales Privilege 3 <sup>rd</sup> location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	
<input type="checkbox"/> Winery 2 <sup>nd</sup> Location	
<input type="checkbox"/> Winery 3 <sup>rd</sup> Location	
	<b>OLCC USE ONLY</b>
	Date application received: <u>08/01/19</u>
	By: <u>[Signature]</u>
	Date application accepted as initially complete: <u>08/01/19</u>
	By: <u>[Signature]</u>
	License Action(s): <u>C/O &amp; C/TN</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

AVIV INC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY



OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

3. Applicant #1 AVIV INC		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) Foster Lake Market #1			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 5401 Highway 20			
City Sweet Home	County LINN	Zip Code 97386	
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 590 Tangent St			
City Lebanon	State OR	Zip Code 97355	
9. Phone Number of the Business Location 541-367-3397		Email Contact for this Application nc.sudip@gmail.com	
Contact Person for this Application Sudip Lamichhane		Phone Number 707-396-9416	
Mailing Address 590 Tangent St	City Lebanon	State OR	Zip Code 97355

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

### Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

(Applicant#1)

(Applicant #2)

(Applicant#3)

(Applicant #4)





OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

1. Name: (LAST) Lamichhane		(FIRST) Sudip	(MIDDLE)
2. Other Names Used (Maiden, Etc.):			
3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide your SSN: [REDACTED]			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p> <p>Do you voluntarily consent to the OLCC's use of your SSN as just described? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
4. Date of Birth (MM/DD/YYYY): [REDACTED]		5. Contact Phone: 707-396-9416	
6. Driver License or State ID #: [REDACTED]		7. State: CA	
8. Residence Address: [REDACTED]			
9. Mailing Address (if different): 590 Tangent St, Lebanon, OR 97355			
10. E-Mail (optional): nc.sudip@gmail.com			
11. Do you have a spouse or domestic partner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list his/her full name: Saraswati Acharya			
12. If yes to #11, will this person be involved in the management of, or have control over the business? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
13. In the past 10 years, have you been <b>convicted</b> ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
14. In the past 10 years, have you been <b>convicted</b> ("convicted" includes paying a fine) in Oregon or another U.S. state of a <b>FELONY</b> ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			
15. Have you ever been in a drug or alcohol <b>diversion program</b> in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Please include explanation below) <input type="checkbox"/> Unsure (Please include explanation below)			

16. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No  Yes (Please include explanation below)  Unsure (Please include explanation below)

17. Have you, or any legal entity that you are a part of, **ever** had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the U.S.?

No  Yes (Please include explanation below)  Unsure (Please include explanation below)

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.  
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No  Yes (Please include explanation below)  Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No  Yes (Please include explanation below)  Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

~~No~~  Yes (Please include explanation below)  Unsure (Please include explanation below)

Apply for liquor license

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)  
Lamichhane

(FIRST)  
Sudip

(MIDDLE)

Signature:



Date: 08-01-2019



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: AVIV INC Phone: 541-367-3397  
 Trade Name (dba): Foster Lake Market # 1  
 Business Location Address: 5401 Highway 20, Sweet Home OR 97386  
 City: Sweet Home ZIP Code: 97386

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday 6 AM to 11 PM  
 Monday 6 AM to 11 PM  
 Tuesday 6 AM to 11 PM  
 Wednesday 6 AM to 11 PM  
 Thursday 6 AM to 11 PM  
 Friday 6 AM to 11 PM  
 Saturday 6 AM to 11 PM

#### Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

#### The outdoor area is used for:

Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Enclosed, how \_\_\_\_\_  
 The exterior area is adequately viewed and/or supervised by Service Permittees.  
 \_\_\_\_\_ (Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

### ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: \_\_\_\_\_

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_  
 Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_  
 Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_\_(Y) \_\_\_\_\_(N)  
 Investigator Initials: \_\_\_\_\_  
 Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 08-01-19

1-800-452-OLCC (6522)

www.oregon.gov/olcc

ORDINANCE BILL NO. FOR 2019

ORDINANCE NO.

**SWEET HOME ORDINANCE PERTAINING TO AUTHORIZING THE OPERATION OF CLASS IV ALL-TERRAIN VEHICLES ON STREETS LOCATED WITHIN THE CITY OF SWEET HOME, OREGON, BUT SUBJECT TO THE PROVISION OF [ORS 821.200\(1\)](#), AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF.**

WHEREAS, the Sweet Home City Council desires to adopt an ordinance authorizing the operation of all-terrain vehicles on City streets as located within the city limits of the City of Sweet Home; and

WHEREAS, the Sweet Home City Council has determined that it is necessary to impose certain restrictions on the operation of all-terrain vehicles on such streets for the purpose of protecting the interest and safety of the general public;

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

**Section 1. – Purpose:**

The purpose of this Ordinance is to authorize the operation of All-terrain vehicles on City streets within the City of Sweet Home subject to the terms, provisions, rights and responsibilities as set forth in this Ordinance.

**Section 2. – Definitions:**

For the purpose of this Ordinance, the following definitions are hereby established:

- (a) All-Terrain Vehicle(s) (ATV(s)), means Class I All-Terrain Vehicles, Class II All-Terrain Vehicles, Class III All-Terrain Vehicles, and/or Class IV All -Terrain Vehicles
- (b) ATV Operator Permit, means the ATV Safety Education Card issued upon completion of an Oregon Parks and Recreation Departments approved ATV Safety Education course and passage of the minimum standards test of ATV Safety Education competency as established by the Oregon Parks and Recreation Department as set forth in [OAR 736-004-0015\(10\)](#).
- (c) Class I All-Terrain Vehicles, as defined by [ORS 801.190](#). is a motorized, off-highway recreational vehicle that (a) is 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less, (c) travels on three or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (d) uses handlebars for steering, (e) has a seat designed to be straddled for the operator, and (f) is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other

natural terrain. Class I All-Terrain Vehicles may also be known as quads, three-wheelers, or four wheelers.

- (d) Class II All-Terrain Vehicles, as defined by [ORS 801.193](#) is any motor vehicle that (a) weighs more than or is wider than a Class I All-Terrain Vehicle, (b) is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain, (c) is not a Class IV All-Terrain Vehicle, and (d) is street-legal, is registered under [ORS 803.420](#), and has a roof or roll bar. Class II All – Terrain Vehicles may also be known as four-by-fours, pickups, jeeps, sand rails, dune buggies, and SUV’s.
- (e) Class III All-Terrain Vehicle and Class IV All-Terrain Vehicle(s), as defined by [ORS 801.194](#). Class III All-Terrain Vehicle means a motorcycle that travels on two tires and that is actually being operated off highway.
- (f) Class IV is any motorized vehicle that (a) travels on four or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (b) is designed for or capable of cross-country travel on or immediately over, land, water, snow, ice, marsh, swampland or other natural terrain, (c) Has nonstraddle seating (d) Has a steering wheel for steering control, (e) Has a dry weight of 1,800 pounds or less; and (f) Is 65 inches wide or less at its widest point, or current manufacturing standards of width and weight from the factory. Class IV All-Terrain Vehicles may also be known as side-by-sides.
- (g) Driver License, has the meaning given that term under [ORS 801.245](#).
- (h) Motorcycle Helmet, has the meaning given that term under [ORS 801.366](#). [ORS 801.366](#) defines a Motorcycle Helmet as a protective covering for the head consisting of a hard, outer shell, padding adjacent to and inside the outer shell and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation.
- (i) Traffic Law(s), means any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code ([ORS Chapters 801 to 826](#)) and any regulations or administrative rules promulgated thereunder.
- (j) Street(s) means all roads, streets, and alleys, other than Highway 20 and Highway 228 as located within the boundaries of the City of Sweet Home that are open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.
- (k) Hours of Operations, “daylight hours” means one hour before sunrise to one hour after sunset.

### **Section 3. – Operation of All-Terrain Vehicles on Streets Authorized.**

Subject to the provisions of this Ordinance, Class IV ATV’s may be operated on Streets subject to the conditions and restriction set forth under [ORS 821.200](#). All-Terrain Vehicles are prohibited from operating under this Ordinance on Highway 20 and

Highway 228 as located within the City, except that a person may, while operating a Class IV ATV, cross the above highways to the extent permitted under applicable Oregon law, including, without limitation, [ORS 821.200\(1\)](#).

**Section 4. Regulations for Operation of All-Terrain Vehicles.**

All-Terrain Vehicles operating under this Ordinance must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including, without limitation, [ORS 811.255](#)) and all posted speed limits.

**Section 5. Licensed Driver 16 Years or Older Required.**

A person operating a Class IV ATV under this Ordinance must be 16 years of age or older and hold a valid Driver License.

**Section 6. – All Terrain Vehicle Operator Permit Required.**

A person operating a Class IV All-Terrain Vehicle under this Ordinance must hold a valid Class IV ATV Operator Permit issued under [ORS 390.577](#).

**Section 7. – Safety Equipment Requirements.**

All-Terrain Vehicles operated under this Ordinance must be equipped with the safety equipment required under all applicable Traffic Laws, including, without limitation, [ORS 821.030](#), [ORS 821.040](#), [ORS 821.220](#), [ORS 821.230](#), and [OAR 735-116-000](#).

**Section 8. – Helmet Requirements.**

A person who is under 18 years of age must wear a Motorcycle Helmet with a fastened chin strap while riding as a passenger on an ATV operated under this Ordinance.

**Section 9. – Safety Belt Requirements.**

A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger on an ATV operated under this Ordinance if such ATV as required to be equipped with safety belts or safety harnesses at the time the ATV was manufactured, or safety belts or safety harness have been installed on the ATV.

**Section 10. – Speed Limits.**

All-Terrain Vehicles operated under this Ordinance must be operated in compliance with all posted speed limits and may not be operated (a) at a rate of speed greater than reasonable and proper under the existing conditions, or (b) in a negligent manner so as to endanger or cause injury, death, and/or damage to the operator or person or property of another.

**Section 11. – Prohibition on Operating All-Terrain While Driving Privileges Suspended.**

A person may not operate an ATV under this Ordinance while the person’s driving privileges (i.e., Driver License) are suspended or revoked.

**Section 12. – Financial Requirements.**

All-Terrain Vehicles operated under this Ordinance must meet the financial responsibility requirements under ORS 806. For purposes of this Section 12, “financial responsibility requirements” means the ability to respond in damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV, in a manner provided under [ORS 806](#). The exemption in [806.020](#) does not apply to this ordinance.

**Section 13. –Hours of Operation Rules.**

All-Terrain Vehicles may be operated during daylight hours with headlights and taillights. All-Terrain Vehicles may be operated during hours of darkness and when limited visibility conditions exist if it is equipped with lighting equipment required for a motor vehicle under [ORS 816.320](#) (For example; high and low beam headlights, taillights, turn signals, and brake lights).

**Section 14. – Posting.**

The City of Sweet Home will post signs giving notice that the operation of ATVs is permitted upon Streets under the provisions of this Ordinance. The City of Sweet Home will post such signs at locations necessary to inform the public that ATVs are permitted upon Streets, which sign locations will be determined by the City of Sweet Home in its sole discretion.

**Section 15. – Liability.**

The operation of an ATV will be undertaken at the sole risk and responsibility of the owner and/or operator. The City of Sweet Home, by passing this Ordinance, assumes no responsibility of the operation of such ATVs and will be held harmless in any action arising from the operation of such ATVs on or off any public way within the City limits, including, without limitation, Streets.

**Section 16. – Penalties.**

Violations of any provisions of this chapter constitutes a violation and may be prosecuted under the provisions of Chapter 9.36.

**Section 17. – Reference Statutes and Rules.**

All reference to particular laws, statutes, or rules include that law, statute, or rule as now in effect or as may be amended from time to time.

**Section 18. – Invalidity.**

If any section, subsection or part of this Ordinance is for any reason held invalid, unenforceable or unconstitutional, such holding will not affect the validity, enforceability or constitutionality of the remaining portions of this Ordinance.

**Section 19. – Snowmobiles.**

Nothing contained in this Ordinance applies to the operation of snowmobiles as that term is defined by [ORS 801.490](#).

**Section 20. – Modifications.**

The Chief of Police of the City of Sweet Home has the authority to modify the provisions of this Ordinance as a result of the occurrence of special events. Such modifications shall be temporary in nature and shall not violate Traffic Laws.

PASSED BY THE COUNCIL of the City of Sweet Home this \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager – Ex Officio City Recorder



## MEMO

DATE: AUGUST 27, 2019  
TO: SWEET HOME CITY COUNCIL  
FROM: ROBERT SNYDER, CITY ATTORNEY  
TOPIC: OUTLINE ON LIVABILITY ORDINANCE

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SUBJECT:

The draft ordinance presented herewith is taken from a Corvallis Ordinance passed in 2015. The ordinance is 39 pages long so to concentrate on the provisions that would be an addition to the current Sweet Home Municipal Code please review the following pages 13 to 20. These pages set forth the provisions that deal mainly with regulating the interiors of rental properties. This set of regulations are the new provisions to Sweet Home laws.

The draft ordinance pages 1 to 13 deals with general provisions, warrant processes and definitions. The draft ordinance pages 18 to 25 covers mainly exterior regulations that apply to exterior parts of buildings and real property not just rentals. The draft ordinance pages 25 to 39 covers the enforcement of the ordinance provisions. These three parts of the draft ordinance are discussed below:

A. The general provisions of the ordinance (1-13) are important to the ordinance and can be read after the below decisions are made.

B. The exterior regulations (18-25) can be reviewed to see which ones City Council wants to adopt keeping in mind that the SHMC already covers the following regulations that apply to exterior issues:

1. SHMC Chapter 8.04 Nuisances which include Junk, Privies, Stagnant water, Water pollution, Decayed food, Odor, Open burning, Abandoned iceboxes, Attractive nuisances (to children), Nuisance buildings and structures (exterior blight-broken windows etc.), Metal tower, Glass openings, Sifting loads, Fences, Surface water, Notices on "poles", Radio and TV interference and Open storage of appliances and household goods.

2. SHMC Chapter 8.08 Weeds, Grass And Brush Control (requires mowing)

3. SHMC Chapter 8.12 Chronic Nuisance Property (holds owner responsible for crimes/violations at or near his/her real property)

4.SHMC Chapter 10.11 Abandoned, Disabled and Hazardous Vehicles (summary chapter)

5.SHMC Chapter 10.16 Destroyed, Abandoned and Junk Vehicles

6.SHMC Chapter 10.28 Recreational Vehicles

7.SHMC Chapter 15.01 Administration and Enforcement-Building Code

8.SHMC Chapter 15.03 Various Codes (specialty Codes for building)

C. The enforcement provisions(25-39) of the ordinance cover ways of abatement of the nuisance or problem on the property and collection of costs, attaching a lien and fines. The City has processes set out in its nuisance ordinance SHMC chapter 8.04 for abatement, collection of costs and attaching a lien and SHMC Chapter 9.36 sets up our violation system that provides for a maximum fine of \$500 per day so if the ordinance is passed in all likelihood the enforcement provisions would be made to follow the processes already used for enforcement through the abatement process for other nuisances and the use of the municipal court to impose fines.

The current laws that are used to enforce the issues that are addressed by the Livability Ordinance for interior issues in rental property are the Landlord/Tenant laws found at ORS Chapter 90. These laws require a Landlord to provide the following:

1. Carbon monoxide alarm. ORS 90.317 (certain conditions)

2. Landlord to maintain premises in habitable condition which includes waterproofing and weather protection for roof and walls; plumbing in good working order; water supply hot and cold and appropriate fixtures; sewage disposal system, adequate heating facilities; electrical lighting; and building and grounds at the time of commencement of rental agreement in safe condition for normal uses and free from accumulations of debris, filth, rodents and garbage; floors, walls, ceiling, stairways and railings maintained in good repair; ventilating and air conditioning in good repair if supplied by landlord; working locks; and safety from fire hazards including a smoke alarm. ORS 90.320

The Livability Ordinance is set up to put a city in the position of being the enforcement officer for the Landlord/Tenant laws in addition to the Tenant taking the needed steps to sue for violations of the law in small claims court per se or with an attorney (legal aid) and being able if he/she prevails in collecting his/her costs and attorney fees. ORS 90.255

In talking with Corvallis the Housing department has 6 persons doing various jobs therein including a full time and a part time code enforcement person. They have funding sources of

a \$15.00 yearly rental fee, federal funding and an excise tax to help fund their programs. They try to gain compliance by cooperation and communication and coordination. They obtain help from their Fire Dept. and Building Dept.

DECISIONS:

The first decision to be made is does the city want to adopt the provisions of the Livability Ordinance that pertain to interior issues in rental properties?

The second decision to be made is does the city see any provisions for the exterior of a building or on real property that it desires to incorporate into existing ordinances or be a part of the Livability Ordinance?

ORDINANCE BILL NO. \_\_\_\_ FOR 2019

ORDINANCE NO. \_\_\_\_

AN ORDINANCE ESTABLISHING A LIVABILITY CODE FOR SWEET HOME.

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

**Chapter 9.40 - LIVABILITY CODE**

**Section 9.40.010 - Short Title.** This Chapter shall be known and may be cited as the Sweet Home Livability Code and may be referred to herein as “this chapter.”

**Section 9.40.020 - Purpose.** The purpose of this chapter is to ensure and protect the public health, safety and welfare and to prevent or reduce urban blight by establishing minimum property maintenance and livability standards for all premises.

**Section 9.40.030 - Application of other Laws.**

Nothing in this chapter shall be construed to relieve a person from complying with any federal, state or local law, including any other provisions of the Sweet Home Municipal Code or the requirement to obtain all necessary permits and approvals.

1) *Changes and Alterations.* Any repair, alteration, or addition to, or change of occupancy in an existing building, or any change of use of any property, shall be made in accordance with all applicable provisions of law, including, but not limited to the Sweet Home Municipal Code.

2) *Conflicts.*

a) Except as provided otherwise by federal, state or local law, if a provision of this chapter conflicts with a residential property maintenance law, rule or regulation promulgated by a state or federal authority having jurisdiction over residential property in the City of Sweet Home, the provision of the state or federal law, rule or regulation shall apply to the exclusion of the conflicting provision of this chapter.

b) This chapter is intended to supplement rather than conflict with the habitability standards and the assignment of landlord and tenant responsibilities of the State of Oregon Residential Landlord and Tenant Act.

c) If a provision of this chapter conflicts with a provision of the adopted building code, the provision of the building code shall apply to the exclusion of the conflicting provision of this chapter.

**Section 9.40.040 - Scope.** This chapter establishes minimum requirements and standards for the protection of structures and premises from the elements, life, safety and other hazards, and for their safe and sanitary maintenance; assigning the responsibility of owners and occupants; and, establishes the processes and standards for the administration of this chapter, its administration, enforcement, appeals and penalties.

1) Provisions of this chapter that address the interior conditions of residential structures apply to tenant occupied residential structures only.

2) Provisions of this chapter that address the exterior conditions of structures and the conditions of premises apply to all residential and nonresidential structures and all premises, with the exclusion of children's play structures which shall be exempt from the maintenance standards established by this chapter other than with respect to conditions that constitute imminent or incipient hazards, as those terms are defined in this chapter.

3) Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and maintenance, as required by the provisions of this chapter.

**Section 9.40.050 - Saving Clause.** Compliance with this chapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

**Section 9.40.060 - Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this chapter shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this chapter which shall continue in full force and effect, and to this end the provisions of this chapter are hereby declared to be severable.

**Section 9.40.070 - Administration.**

**9.40.070.01 - Responsibility.**

1) The City Manager is hereby authorized to administer and enforce all of the provisions of this chapter. The authority of the City Manager to enforce the provisions of this chapter is independent of and in addition to the authority of other city officials to enforce the provisions of other city codes.

2) This chapter shall be liberally construed to the end that the City Manager shall not be required to personally perform the administrative or enforcement duties and functions that are the responsibilities of the City Manager under the terms and standards of this chapter.

**9.40.070.02 - Appointments.**

1) The City Manager may appoint a Director and delegate authority to administer this chapter to the Director.

2) The Director may appoint such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration and enforcement of this chapter.

3) The Director is authorized to designate an employee as deputy who shall exercise all the powers of the Director during the temporary absence or disability of the Director.

4) Any acts done by any employee who is under the direct supervision and control of the Director and done pursuant to a delegation of authority given by the Director to said employee shall be deemed to be done by the Director as required by the terms and standards of this chapter.

**9.40.070.03 - Complaint Based Response**

1) Administrative and enforcement responses under this chapter will be initiated on the basis of a complaint.

2) Complaints may be filed by members of the public, by representatives of the city organization and by representatives of external agencies in a manner that shall be consistent with administrative operating guidelines.

3) Anonymous complaints will not be accepted.

4) Notwithstanding the provisions of Sweet Home Municipal Code 9.40.070.03(1), the Director may choose to initiate administrative or enforcement activities when conditions are known or suspected to be present on a property, premises or a structure that would constitute an imminent hazard or an incipient hazard, as those terms are defined herein.

**9.40.070.04 - Inspections.**

1) *Inspections.* The Director is authorized to make inspection of all premises for the purposes of enforcing this chapter.

2) *Coordination of Enforcement.* Whenever inspections are deemed necessary by the Director and any other division or department, the Director shall make reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors, and to confer with the other divisions and departments for the purpose of eliminating conflicting orders before any are issued.

**9.40.070.05 - Right of Entry.** Following the process set out below, the Director may enter all premises, including the interior of structures, at all reasonable times whenever an inspection is necessary to enforce any regulations of this chapter, or whenever the Director has reasonable cause

to believe that there exists in any structure or upon any premises any condition which makes such premises substandard as defined in any regulations of this chapter.

#### **9.40.070.05.010 - Administrative Warrant.**

In the case of seeking entry into areas of any premises that are plainly enclosed to create privacy and prevent access by unauthorized persons, the following steps shall be taken:

1) *Occupied Premises.* If any structure on the premises is occupied, the Director shall first present proper credentials and request entry. If entry is refused, the Director may attempt to obtain entry by obtaining an administrative warrant; or,

2) *Unoccupied Premises.*

a) If the premises is unoccupied, the Director shall first make a reasonable attempt to contact the property owner, or other persons having charge or control of the premises, and request entry. If entry is refused or if no response is received, the Director may attempt to obtain entry by obtaining an administrative warrant.

b) If structures on the premises are unoccupied, the Director shall first make a reasonable attempt to locate the owner or other persons having charge or control of the premises and request entry. If entry is refused or if no response is received from the owner or other persons having charge or control of the premises, the Director may attempt to obtain entry by obtaining an administrative warrant; or,

3) *Open, Unoccupied Structures.* If any structure on the premises is unoccupied and open:

a) The Director shall first make a reasonable effort to notify the owner of the specific condition and order the owner, or other persons having charge or control of the premises, to immediately secure the structure against entry of unauthorized persons.

b) If the structure is not secured within fifteen (15) days from the date notice is sent, the Director may secure the area on or about the premises of the certain hazardous condition concern, as provided in Sweet Home Municipal Code 9.40.110.05.

4) *Hazardous Conditions.*

a) If the Director believes that an imminent hazard condition exists, the Director may immediately secure the area on or about the premises of the certain hazardous condition concern, as provided in Sweet Home Municipal Code 9.40.110.05.

b) Following the summary abatement to secure the hazardous condition, the Director shall make a reasonable attempt to notify the owner, or other persons having charge or control of the premises, of the condition of the premises and request entry.

c) If entry is refused, the Director may attempt to obtain entry by obtaining an

administrative or abatement warrant.

**9.40.070.05.020 - Grounds for Issuance of Administrative Warrants.**

1) *Affidavit.* The Sweet Home Municipal Court or any Oregon Court having jurisdiction over violations of ordinances shall issue an administrative warrant only upon cause, supported by affidavit, particularly describing the applicant's status in applying for the warrant; the statute, ordinance or regulation requiring or authorizing the inspection or investigation; the premises to be inspected or investigated; and, the purpose for which the inspection or investigation is to be made including the basis upon which cause exists to inspect. In addition the affidavit shall contain either a statement that entry has been sought and refused, or a statement of facts or circumstances reasonably showing that the purposes of the inspection or investigation might be frustrated if entry were sought without an administrative warrant.

2) *Cause.* Cause shall be deemed to exist if reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to any building or upon any premises, or there is probable cause to believe that a condition of nonconformity with any provision of this chapter exists with respect to the designated premises, or an investigation is reasonably believed to be necessary in order to discover or verify the condition of the premises for conformity with the provisions of this chapter.

**9.40.070.05.030 - Procedure for Issuance of Administrative Warrant.**

1) *Examination.* Before issuing an administrative warrant, the judge may examine under oath the applicant and any other witness and shall be satisfied of the existence of grounds for granting such application.

2) *Issuance.* If the judge is satisfied that cause for the inspection or investigation exists and that the other requirements for granting the application are satisfied, the judge shall issue the warrant, particularly describing the person or persons authorized to execute the warrant, the premises to be entered and the purpose of the inspection or investigation. The warrant shall contain a direction that it be executed on any day of the week between the hours of 8:00 a.m. and 8:00 p.m., or where the judge has specially determined upon a showing that it cannot be effectively executed between those hours, that it be executed at any additional or other time of the day or night.

3) *Police Assistance.* In issuing an administrative warrant on private property, including abatement warrants pursuant to Sweet Home Municipal Code 9.40.120.05, the judge may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described premises to remove any person or obstacle and to assist the Director or representative of the department inspecting the premises in any way necessary to complete the inspection or abatement.

**9.40.070.05.040 - Execution of Administrative Warrant.**

1) *Occupied Premises.* Except as provided in paragraph 2) of this subsection, in executing an administrative warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person's credentials, authority and



purpose to an occupant or person in possession of the premises designated in the warrant and show the occupant or person in possession of the premises the warrant or a copy thereof upon request.

2) *Unoccupied Premises.* In executing an administrative warrant, the person authorized to execute the warrant need not inform anyone of the person's authority and purpose, as prescribed in paragraph 1) of this subsection, but may promptly enter the premises if it is at the time unoccupied or not in the possession of any person or at the time reasonably believed to be in such condition. In such case a copy of the warrant shall be conspicuously posted upon the property.

3) *Return* An administrative warrant must be executed within 10 business days of its issue and returned to the judge by whom it was issued within 10 business days from its date of execution. After the expiration of the time prescribed by this paragraph the warrant, unless executed, is void.

**9.40.070.06 - Historic Structures.** The provisions of this chapter shall not be mandatory for an existing structure designated as a local or national historic resource when such structure is judged by the Director to be safe and its continued maintenance in historic condition to be in the public interest.

**9.40.070.07 - Modifications.** Where there are extreme hardships involved in carrying out provisions of this chapter, the Director shall have the right to vary or modify such provisions upon application of an owner or occupant, provided that the spirit and intent of the law is observed and that the public health, safety and welfare is assured.

#### **Section 9.40.080 - Definitions.**

**9.40.080.01** All words and terms assume their dictionary definitions unless they are specifically defined in this chapter.

**9.40.080.02** Words stated in the present tense in this chapter include the future; the singular number includes the plural, and the plural includes the singular.

**9.40.080.03** Whenever the words "dwelling unit," "dwelling," "premises," "structure," or "building" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof".

**9.40.080.04 - Defined Terms.** Unless the context otherwise specifically requires, for purposes of this chapter, the following terms and phrases mean:

1) *Abandoned Structure.* A vacant structure that is an attractive nuisance.

2) *Abatement (e.g., of a Nuisance).* The act of removing, repairing, or taking other steps as may be necessary in order to remove a nuisance.

3) *Accessible Means of Egress.* This term shall have the meaning provided under the Oregon Fire Code, Sec. 1002.1: A continuous and unobstructed way of egress travel from any

accessible point in a building or facility to a public way.

4) *Accessory Structure.* Any structure not intended for human occupancy. Accessory structures may or may not be attached to a primary structure. Examples of accessory structures include, but are not limited to: garages, carports, sheds, playhouses, decks, awnings, heat pumps, fences, trellises, flag poles, tanks, towers, exterior stairs, driveways and walkways.

5) *Agent.* A person authorized by another to act in his/her behalf.

6) *Approved.* Meets the standards set forth by this chapter, or is approved by the Director.

7) *Attic.* The unfinished, non-habitable part of a structure between the roof and the ceiling immediately below.

8) *Attractive Nuisance.* Buildings, structures, or premises that are in an unsecured, derelict or dangerous condition so as potentially to constitute an attraction to minors, vagrants, criminals or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing an unlawful act.

9) *Basement.* That portion of a building or structure which is partly or completely below grade.

10) *Bathroom.* A room containing plumbing fixtures including a bathtub or shower.

11) *Bedroom.* Any room or space used or intended to be used for sleeping purposes.

12) *Boarded.* The securing of an unoccupied building or structure against entry by the placement of material such as plywood, boards, or other similar material over openings, consistent with administrative operating guidelines, that are designed or intended for windows or doors, where the materials are visible off the premises and where the materials are not lawfully or customarily installed on a building or structure that would be occupied.

13) *Building.* Any structure designed for habitation, shelter, storage, trade, manufacture, business, education, or similar purposes.

14) *Building Code.* The specialty codes adopted and as may be amended by the City of Sweet Home, as provided in Sweet Home Municipal Code Chapter 15.03.

15) *Building Official.* The City of Sweet Home Building Official, or a designee authorized by the Building Official.

16) *Bulk Solid Waste.* Discarded bedding, mattresses and furniture, junk, yard debris, uprooted tree stumps, demolition or construction debris, or other nonputrefactive and nonhazardous materials not placed in a receptacle, or too large to be placed into a receptacle.

17) *Deterioration.* A lowering in the quality, condition or appearance of a building or structure, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, excessive use or lack of maintenance.

18) *Derelict Structure.* A building or structure that is unfit for human habitation, or poses an incipient hazard, or is detrimental to public health, safety or welfare, as a result of one or more of the following conditions:

- a) Is unoccupied and unsecured;
- b) Is partially constructed;
- c) Is an abandoned structure or attractive nuisance;
- d) Is in condition of deterioration;
- e) Has an infestation of pests;
- f) Has doors or windows boarded over, or;
- g) Other condition that in the opinion of the Director is detrimental to public health, safety or welfare.

19) *Dilapidation.* Being in a state of partial ruin, decay or disrepair.

20) *Director.* The person appointed by the City Manager as the Community Development Director for the City of Sweet Home, or the person charged by the City Manager with the implementation and enforcement of this chapter, or the appointed person's designee.

21) *Dwelling.* Any structure containing one or more dwelling unit.

22) *Dwelling Unit.* A single unit within a dwelling providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating cooking and sanitation.

23) *Exit.* A continuous, unobstructed means of egress from a dwelling to the exterior of the building and to a public way.

24) *Exterior Property.* The areas of a property which are outside the exterior walls and roof of a building. All parts of property that are exposed to the weather including the exterior of structures built for human occupancy. This includes, but is not limited to, yards, gardens, vehicles parked on the property; open and accessible porches, carports, garages, and decks; accessory structures, and any outdoor storage structure.

25) *Extermination.* The control, elimination and removal of pests by eliminating harborage places; by removing or making inaccessible materials that serve as food; by poison spraying, fumigating, trapping or by any other pest elimination method approved by the Director.

26) *Hazardous Solid Waste.* Any solid waste which, in the opinion of the Director, would constitute a danger to collection personnel or to anyone who may come in contact with such solid waste, and includes, without limitation, any hazardous waste as defined in ORS 466.005(7) as may be amended.

27) *Habitable*. Suitable for human habitation.

28) *Habitable Space*. A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

29) *Hazardous Thicket*. Blackberry vines or other thickets that conceal trash, debris, or junk; or create a harborage for people involved in criminal activity or for products used for unlawful activity; or that encroach upon the public right of way, or private property of another in a manner that may be hazardous.

30) *Hearings Officer*. The person or persons appointed by the City Manager to serve in that capacity and to pass on matters stipulated for quasi-judicial review under this chapter.

31) *Human Habitation*. The use of a structure, portion of the structure, or space, in which any person remains for a continuous period of two or more hours per day, or for periods which will accumulate to four or more hours in a day.

32) *Imminent Hazard*. Any condition of deterioration that places public health, safety or welfare in high risk of peril, when the peril is immediate, impending, or on the point of happening.

33) *Incipient Hazard*. Any condition that can become an imminent hazard if further deterioration is allowed to occur.

34) *Indoor Fixture*. Any item that is designed to be used indoors or otherwise protected from environmental elements, including, but not limited to, heating, plumbing and electrical fixtures.

35) *Indoor Furnishing/Furniture*. Any item that is designed to be used indoors or otherwise protected from environmental elements including, but not limited to, upholstered furniture, indoor appliances and indoor carpet.

36) *Infestation*. The presence of pests in large numbers that is harmful or bothersome within or adjacent to a building or structure or upon premises.

37) *Junk*. Articles of personal property that have outlived their usefulness in their original form, or articles of personal property that have been discarded and are no longer used for their manufactured purpose, regardless of value. As used in this chapter the term “junk” includes, but is not limited to:

a) any derelict motor vehicle, trailer, or boat, i.e., any used motor vehicle, trailer, or boat, without a vehicle license or with an expired licence; or

b) neglected motor vehicle, trailer, or boat, i.e., a motor vehicle, trailer or boat that is missing critical parts required for the normal and legal operation of the vehicle, but has all of its body parts intact, including fenders, hood, trunk, glass, and tires; or,

c) wrecked motor vehicle, trailer, or boat or part thereof, i.e., a motor vehicle, trailer or boat, that is dismantled or partially dismantled, or having a broken or missing window or windshield, or lacking a wheel or tire; or,

d) machinery or parts thereof that are inoperative, worn out, or in a state of disrepair; or,

e) any appliance or parts thereof that are inoperative, worn out, or in a state of disrepair; or,

f) any worn out or dilapidated indoor fixtures or furnishings, or parts thereof; or,

g) any bulk solid waste; and,

h) solid waste items that are of a type or quantity inconsistent with normal and usual use such as wood, metal, scrap and other similar items.

38) *Landlord.* The owner or lessor of a dwelling unit, a building, or premises, including a person authorized by the owner or lessor to manage the premises or to enter into a rental agreement.

39) *Legally Occupied.* The use of premises for a purpose authorized by law, including the building code and the Sweet Home land development code. For the purposes of this chapter, a premises shall be considered legally occupied, even if presently vacant, as long as the premises is maintained in compliance with the provisions of this chapter, and in the case of a building or structure, conditions that would qualify the building or structure as derelict are not present.

40) *Let for Occupancy or Let.* To permit, to provide, or to offer possession or occupancy of a dwelling unit, building, structure or premises, pursuant to a lease, permit, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

41) *Maintained Compost.* A small portion of property set aside for the purpose of methodically encouraging the rapid decomposition of yard debris and other vegetable matter into a suitable fertilizer or amendment for the soil on the property. Maintained compost shows clear indicators that the organic materials placed there are being actively managed to encourage its rapid decomposition. Possible signs of such active management may include evidence of regular turning, a mixture of yard debris types, any woody materials present having been chopped into small sizes, and the presence of internal heat in the composting mixture. A location where yard debris is placed primarily as a means to store it or dump it without reasonable expectation of rapid decomposition does not constitute maintained compost.

42) *Means of Egress/Doors.* A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. Includes any doors that are present at the exit access, along the path of exit, and at the exit discharge.

43) *Multi-Family Dwelling.* A building or structure within which are comprised three or

more dwelling units.

44) *Must.* Mandatory

45) *Nature-scape.* Landscaping and gardening approaches that use predominately native plants for the purpose of creating improved outdoor habitat for native insects, birds, and mammals and reducing the need for pesticides, chemical fertilizers, and summer watering.

46) *Occupancy.* The purpose for which a building, structure or premises is used or intended to be used.

47) *Occupant.* Any person, including an owner, tenant or operator, using a building or any part of a building for its lawful, intended use or having possession of a space within a building or structure or possession of a premises.

48) *Owner.* The person recorded in the official records of the state, county or city as holding title to premises, and that person's agent; any person who has purchased or otherwise acquired a premises but whose ownership is not yet reflected in the official records of the state, county or city; a trustee, executor, administrator, guardian or mortgagee in possession and having control of the premises; a person who has care and control of a premises in the case of the absence or disability of the person holding title thereto.

49) *Partially Constructed.* An occupied or vacant structure, or portion thereof, that has been left in a state of partial construction for more that six months, or that has not been completed prior to the expiration of any building permit.

50) *Person.* An individual, corporation, limited liability company, cooperative, association, partnership, or any other entity in law or fact.

51) *Pests.* Animals detrimental to humans or human concerns including, but not limited to, insects, rodents, rats or vermin.

52) *Premises.* A lot or parcel of land, including any buildings or structures thereon.

53) *Rank Vegetation.* Any vegetation existing in a state of uncontrolled growth or without commonly recognized vegetation maintenance or management practices applied.

54) *Receptacle.* With respect to solid waste containment, a trash can, cart, bin, container, drop box or other vessel used for the disposal of solid waste that has been approved by the City Manager and into which solid waste, compostable material, mixed compostables, recyclable material or mixed recycling may be placed for such disposal.

55) *Recycling.* The process of transforming waste into new or different products in such a manner that the original waste products may lose their identity. Recycling includes collection, transportation and storage of waste that places the waste in the stream of commerce for recycling, resource recovery or utilization.

56) *Remediation.* The elimination or correction of a condition, including, but not limited to, repair, replacement, restoration or removal.

57) *Repair.* The reconstruction or renewal of any part of an existing structure for the purpose of its maintenance.

58) *Residential Property.* Real property and all improvements thereon including edifices, structures, buildings, dwelling units or parts thereof used or intended to be used for residential purposes including single-family, duplex, multi-family structures and mixed-use structures which have one or more dwelling units. Hotels and other building types used exclusively for transient occupancy are excluded from this definition of residential property.

59) *Rubbish.* Worthless, discarded material, including, but not limited to, cardboard, plastic, glass, paper, rags, sweepings, wood, rubber, leather, and similar waste materials that ordinarily may accumulate on a premises.

60) *Shall.* Mandatory.

61) *Solid Waste.* This term shall have the same meaning as provided under Sweet Home Municipal Code \_\_\_\_\_.

62) *Structure.* That which is built or constructed, an edifice or building of any kind, or any piece or work artificially built up or composed of parts joined together in some definite manner.

63) *Temporary.* Unless otherwise specified, a period up to 6 months in any 12 month period.

64) *Unfit for Human Habitation.* A building or structure that, as found by the Director, is unfit for human habitation due to unsanitary conditions, infestation, accumulation of filth or contamination, lack of required ventilation, illumination, sanitary or heating facilities, or is not connected to approved water or electricity, such that habitation would be injurious to the health, safety, or welfare of the occupants.

65) *Unoccupied.* Not legally occupied.

66) *Unsecured.* Any structure in which doors, windows, or apertures are open or able to be opened from the outside so as to allow access by unauthorized persons; unlocked or otherwise open to entry.

67) *Ventilation.* The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

68) *Watertight.* As secure as possible against the entry of rain, melt water and storm water.

69) *Waste Tire.* A tire that is no longer suitable for its original intended purpose because of wear, damage or defect.

70) *Weather tight.* As secure as possible against the entry of wind, rain, melt water, storm water and natural elements.

71) *Workmanlike.* Executed in a skilled manner, consistent with generally accepted standards of construction and maintenance, e.g., generally plumb, level, square, in line, undamaged, without marring adjacent work.

## **Section 9.40.090 - Standards.**

**9.40.090.01 - General Maintenance Requirements.** No person shall maintain or permit to be maintained any structure or premises that does not comply with the requirements of this chapter. All systems, devices and safeguards required by this chapter or by a previous statute or code applicable to the building, structure or premises at the time the building structure or premises were erected or altered shall be maintained in good working order, thus ensuring the health and safety of all inhabitants.

**9.40.090.02 - Existing Structures.** An existing structure that does not comply with the provisions of this chapter shall be altered or repaired to provide a minimum level of public health, safety and maintenance as required herein.

**9.40.090.03 - Applicable Building Code.** All structures shall be constructed, altered or repaired in accordance with the standards of the applicable building code in effect at the time of construction, alteration or repair.

**9.40.090.04 - Skilled Work Required.** All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this chapter shall be executed and installed in a workmanlike manner.

**9.40.090.05 - Interior Conditions of Tenant Occupied Residential Structures.** The provisions of this subsection shall be exclusively applicable to all structures occupied for residential use by tenants, regardless of the terms of their possession.

### **9.40.090.05.010 - Lighting of Accessible Means of Egress.**

1) Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit or sleeping unit within any such space, other than in 1-2 family dwellings, shall at all times:

a) provide minimum illumination of 1 footcandle (11 lux) at floors, landings and stairs for all common areas and spaces in all residential occupancies, with responsibility to maintain functioning bulbs; and,

b) for all other accessible means of egress within dwelling units, shall provide the means for minimum illumination of either 3 foot-candles (33 lux) at floors, landings and stairs, or shall provide at least one operable fixture capable of illuminating a 60-watt standard incandescent



bulb, or equivalent, for each 200 square feet of floor area, not spaced greater than 30 feet apart.

2) Every landlord who rents, leases or lets one or more dwelling unit or sleeping unit of any 1-2 family structure shall provide the means for minimum illumination of either:

a) 3 foot-candles (33 lux) at floors, landings and stairs; or,

b) shall provide at least one operable fixture capable of illuminating a 6-watt standard incandescent bulb, or equivalent, for each 200 square feet of floor area, not spaced greater than 30 feet apart, for all accessible means of egress.

#### **9.40.090.020 - Ventilation.**

1) Every dwelling, including basements, and attics shall be maintained reasonably free from dampness to prevent conditions conducive to decay, mold, growth, or deterioration of the structure.

2) Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to maintain legally existing ventilation systems in compliance with these requirements:

a) Except where another approved ventilation device is provided, the total openable window area in every bathroom and toilet room or compartment shall be equal to at least one-fortieth (2.5%) of the area of the room.

1) The glazed areas of a window in such spaces need not be openable where an approved mechanical ventilation system is provided that is functional and capable of producing 0.35 air changes per hour in the room.

b) In kitchens, a local exhaust ventilation system shall be independent of all other systems, shall be exhausted outside the structure and shall be installed in accordance with manufacturer's instructions.

c) Clothes dryer exhaust systems shall be independent of all other systems, shall be exhausted outside the structure and shall be installed in accordance with manufacturer's instructions.

d) Mechanical clothes drying appliances and exhaust systems shall be properly installed, connected, and maintained in a safe condition and good working order. Exhaust hoses must be free from leaks and obstructions and kept functioning properly so as to be free from fire, health, and accident hazards.

#### **9.40.090.05.030 - Electrical System.**

##### **9.40.090.05.030.01 - *Equipment Exposed to Water.***

1) Every landlord of any structure, building or premises who rents, leases or lets a dwelling

unit within any such space shall replace electrical equipment or portions of electrical systems that have been exposed to water.

2) For purposes of this subsection, “exposed to water” shall include but is not limited to: submersion due to flooding; inundation due to fire fighting activities; drenching by stormwater; intrusion of moisture; or plumbing system failures.

3) **Exception:** Electrical equipment or portions of electrical systems that are exposed to water shall be allowed to be repaired where an inspection and testing report from the equipment manufacturer, approved manufacturer’s representative, or a state of Oregon Licensed Supervising Electrician indicates that the electrical equipment or electrical system has not sustained damage that requires replacement and may repaired, safely reenergized, and placed back into service.

**9.40.090.05.030.02 - Circuit Protection.**

Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain each building and dwelling unit in accordance with these standards:

1) Every kitchen and other interior location with a water containment or water supply fixture in its area shall contain at least one grounded type receptacle or a receptacle with a ground fault circuit interrupter.

2) Every bathroom shall contain at least one receptacle. Any new or replacement bathroom receptacle outlet shall have ground fault circuit interrupter protection.

3) All receptacle outlets shall have the appropriate faceplate cover for the location.

**9.40.090.05.040 - Plumbing System.**

**9.40.090.05.040.01 - General**

1) Plumbing systems shall be installed and maintained in a safe and sanitary condition and shall be free of defects, leaks and obstructions. Plumbing components shall be of materials allowed or approved by the Plumbing Code.

2) All sinks, lavatory basins, bathtubs and showers with a dwelling unit shall be supplied with both hot and cold running water facilities which are installed in an approved manner, properly maintained, properly connected and have a water pressure of at least fifteen psi,

**9.40.090.05.040.02 - Hot Water.**

Every landlord of any structure, building or premises who rents, leases or let a dwelling unit within any such space shall be responsible to provide and maintain each dwelling unit in accordance with these standards;

1) Water heating facilities shall be supplied for each dwelling unit. Water heating facilities within a dwelling unit shall be capable of heating an adequate amount of water to provide water at a temperature of at least 120 degrees Fahrenheit for at least 10 minutes at each hot water outlet.

2) Exceptions:

a) at a bidet the temperature shall not exceed 110 degrees Fahrenheit; and,

b) at a shower or tub-shower combination equipped with a scald and thermal shock protection valve the temperature shall be at least 115 degrees Fahrenheit but shall not exceed 120 degrees Fahrenheit.

**9.40.090.05.050 - Interior Sanitation.**

**9.40.090.05.050.01 - General.**

The interior of every structure that is rented, leased or let for residential occupancy shall be maintained in good repair, in a clean and sanitary condition, free from any accumulation of rubbish, garbage or solid wastes. For purposes of this subsection, the term “clean and sanitary” shall mean free from any material or condition that:

1) Provides a breeding place for insects, rodents or vermin; or,

2) Produces dangerous or offensive gases or odors; or,

3) Blocks exits, hallways, corridors or accessible means of egress; or,

4) Provides a surface, exposed or concealed, which is conducive for the growth of mold or mildew.

**9.40.090.05.050.02 - Occupant Responsibilities.** Occupants shall keep that part of the dwelling unit which they occupy or control in a clean and sanitary condition.

**9.40.090.05.050.03 - Landlord Responsibilities.**

Every landlord of any dwelling who rents, leases or lets a dwelling unit within any such space shall:

1) Maintain the common halls, stairways, utility rooms and areas, and similar public areas of the dwelling in a clean and sanitary condition; and,

2) Pursuant to Sweet Home Municipal Code 9.40.090.05.050.01(4) of this chapter but not withstanding the requirement under Sweet Home Municipal Code 9.40.090.05.050.02 of this chapter that the occupants shall keep such spaces in a clean and sanitary condition, provide and maintain all interior surfaces in good repair, including windows and doors, as follows: Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered; cracked or loose plaster,

decayed wood and other defective surface conditions shall be corrected; walls, floors, ceilings, cabinets and interior doors shall be free of holes larger than four inches in diameter and cracks wider than one-half inch; and,

3) Pursuant to Sweet Home Municipal Code 9.40.090.05.050.01(4) of this chapter but not withstanding the requirement under Sweet Home Municipal Code 9.40.090.05.050.02 of this chapter that the occupants shall keep such spaces in a clean and sanitary condition, be responsible to ensure that every toilet compartment, bathroom, and kitchen floor surface of every dwelling unit is constructed and maintained to be substantially impervious to water and to permit the floor to be kept in a clean and sanitary condition.

**9.40.090.05.060 - Heat in Bathrooms and Habitable Rooms.**

Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space shall be responsible to provide and maintain every dwelling unit with permanent heating facilities capable of maintaining a year-round room temperature of not less than 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms and all bathrooms.

1) Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

2) No portable, unvented or open flame fuel burning devices may be used to meet the heat requirements of this section.

3) All heating devices or appliances shall be of an approved type.

4) Every landlord of any structure, building or premises who rents, leases or lets a dwelling unit within any such space on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a year-round temperature of not less than 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms and all bathrooms.

**9.40.090.05.070 - Window and Door Security.**

**9.40.090.05.070.02 - Entrance Doors.**

Every entrance door to a dwelling unit shall be provided with a door knob and a deadbolt lock, and keys for same, designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort.

1) Deadbolt locks shall have a minimum lock throw of not less than 1 inch (25 mm) and shall be installed according to the manufacturer's specifications.

2) All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door to discourage unwanted entry.

3) For the purpose of this subsection, a sliding bolt shall not be considered an acceptable deadbolt lock.

**9.40.090.05.070.03. - Operable Windows.** Operable windows located in whole or in part within 10 feet above ground level or a walking surface below that provide access to a dwelling unit shall be equipped with a window sash locking device.

**9.40.090.05.070.04 - Basement Hatchways.** Basement hatchways that provide access to a dwelling unit shall be equipped with devices that secure the unit from unauthorized entry.

**9.40.090.06 - Exterior Structure and Premises Conditions.** The provisions of this subsection shall be applicable to all structures, properties and premises and for all occupancy and use types, with the exception that children's play structures shall be exempt from the maintenance standards herein established other than with respect to conditions that constitute imminent or incipient hazards, as those terms are herein defined. The assignment of responsibilities for owner, landlord and tenant occupants shall be as set forth within the following standards.

**9.40.090.06.010 - Weatherproofing and Waterproofing.** It is the responsibility of the owner of every property to maintain every building and structure on the property in a manner that complies with the following requirements:

**9.40.090.06.010.01 - Roofs and Drainage.** All roofs, flashing, vent stacks and boots, and chimneys shall have no defects which might admit rain or melt water.

1) Roof drainage shall be adequate to prevent rain or melt water from causing dampness in the walls, attic or interior portion of the building and shall channel rain or melt water in an approved manner to an approved point of disposal.

2) Any building or structure having originally been designed for and fitted with gutters and down-spouts shall continuously be maintained with such devices, in sound condition and good repair.

3) Roof drains, gutters and down-spouts of a building or structure shall be free from obstructions and maintained in good repair, so as not to be plugged, overflowing, or in a state of deterioration.

**9.4002.090.06.010.02 - Exterior Walls and Exposed Surfaces.**

Every exterior wall and weather-exposed exterior surface or attachment of a building or structure shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or melt water or dampness to the interior portions of the walls or the occupied spaces of the building or structure.

1) All exterior wood surfaces shall be made substantially impervious to the adverse effects of weather by periodic application of an approved protective coating of weather-resistant preservative, and be maintained in good condition.

2) Every landlord of a structure, building or premises who rents, leases or lets a dwelling or dwelling unit for residential occupancy within any such space shall maintain in a weather-tight condition all siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights.

3) Every owner of any structure, building or premises that is not for rent, lease or to be let for residential occupancy, shall maintain in a watertight condition all siding and masonry and joints, including those between the building envelope and the perimeter of windows, doors and skylights.

4) Exterior metal surfaces shall be protected from rust and corrosion. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust and corrosion shall be stabilized and coated to inhibit future rust and corrosion.

**9.40.090.06.010.03 - *Windows and Doors.***

Every window, sash, door and door frame of a building shall be kept in sound condition and in good repair. Every exterior door, skylight, and window shall comply with the following:

1) Every exterior door, door hinge, door knob, door lock, and strike plate shall be maintained in good condition;

2) Every exterior door, when closed, shall fit reasonably well within its frame;

3) Every exterior door frame shall be constructed and maintained in relation to the adjacent wall construction so as to exclude rain or melt water as completely as possible; and, with respect to all dwellings and dwelling units that are for rent, lease or to be let for residential occupancy, to also substantially exclude wind from entering a building;

4) Every window sash shall be maintained in sound condition and good repair; and, with respect to all dwellings and dwelling units that are for rent, lease of to be let for residential occupancy, shall also substantially exclude wind from entering a building when the window components are placed in a closed position within the frame and jamb;

5) Every window frame and casing shall be constructed and maintained in relation to the adjacent wall construction so as to substantially exclude rain or melt water as completely as possible; and, with respect to all dwellings and dwelling units that are for rent, lease or to be let for residential occupancy, shall also substantially exclude wind from entering a building.

**9.40.090.06.010.04 - *Glazing.*** Every window sash of a building exterior envelope shall be fully supplied with glass window panes or an approved substitute without open cracks and holes.

1) All glazing materials shall be maintained free from cracks and holes.

2) Glazing with holes, cracks, or that is partially or wholly missing shall be replaced within thirty (30) calendar days of the incident that caused the defect.

**9.40.090.06.010.05 - Basement Hatchways.** Every basement hatchway shall be maintained to prevent as completely as possible the entrance of rodents, rain or melt water and surface drainage water.

**9.40.090.06.010.06 - Temporary Measurers.** The use of tarps or similar material for emergency repair, or in place of a customary building component such as siding or roofing, shall not exceed 45 days in any 12 month period, except for use during construction in association with building permit, or as a requirement included in a lawfully served Dangerous Building or Public Nuisance notice.

**9.40.090.06.020 - Exterior Sanitation.** All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The exterior property and premises and the adjacent rights of way shall be maintained in a manner that complies with the following requirements:

**9.402.090.06.020.01 - Responsibilities.**

1) The owner of every property shall maintain the structures, premises and all common areas of the exterior property in compliance with these requirements.

2) The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

**9.40.090.06.020 - Holes, Tanks and Child Traps.** Remove, or fill where filling will abate the nuisance, all holes, cisterns, open cesspools, open or unsanitary septic tanks, excavations, open foundations, refrigerators, freezers, or iceboxes with unlocked attached doors and any other similar substance, material or condition which may endanger neighboring property or the health or safety of the public or the occupants of the property.

**9.40.090.06.020.03 - Unsecured Structures.** Board over or otherwise secure, and keep boarded over or otherwise secured, all open or broken exterior doors, windows, or apertures of any unsecured structure so as to prevent access by unauthorized persons through such openings. No requirement imposed under this section shall constitute relief from or an exemption to compliance with the provisions of SHMC 9.40.090.06.010.03 through SHMC 9.40.090.06.010,04 for weather-tight and watertight standards.

**9.40.090.06.020.04 - Rat Harborage.** Remove or repair, and keep removed or repaired, any condition that provides a place where rats gain shelter, feed, or breed.

**9.40.090.06.020.05 - Emergency Access Routes.** All brush, vines, overgrowth and other entangling or rank vegetation located with 10 feet of a structure or within 10 feet of a property line, which is likely to obstruct or impede the necessary passage of fire or other emergency personnel, shall be removed and kept clear.

**9.40.090.06.020.06 - Thickets that Conceal Hazards.**

Cut and remove and keep cut and removed all blackberry vines and other thickets when such growth

is found to be:

- 1) Concealing trash and debris; or,
- 2) Creating rat harborage; or,
- 3) Creating harborage for people involved in criminal or prohibited activity or for products used for criminal activity.

**9.40.090.06.020.07 - *Trash and Debris.***

Remove, and keep removed, unless specifically authorized by ordinance to do otherwise;

- 1) All garbage, offal, dead animals, animal and human waste, and waste materials;
- 2) Accumulations of litter, glass, scrap materials (such as wood, metal, paper, and plastics), junk, combustible materials, stagnant water, or trash;
- 3) All dead bushes, dead trees, and stumps with the exception of such material which:
  - a) Is being maintained as a part of a naturescaped property; and,
  - b) Does not result in a nuisance as otherwise defined in this chapter; and,
  - c) Is located on a property which is otherwise substantially in compliance with this chapter;
- 4) All trees which are dead, dying or dangerous and are determined by the City Forester or a private certified arborist to require removal in order to safeguard people or property;
- 5) Accumulations of dead organic matter and yard debris, with the exception of small accumulations of such materia in a maintained compost area on the property and only if such material does not result in a nuisance, such as creating rat harborage, as otherwise defined in this chapter; and,
- 6) Accumulations of clothing and any other items not designed for outdoor storage.

**9.40.090.06.020.08 - *Storage of non-Trash Items.***

Remove, and keep removed, unless specifically authorized by ordinance to do otherwise:

- 1) Accumulations of wood pallets;
- 2) Any woody debris from Elm trees and all firewood that is not stacked and useable. "Useable" firewood has more wood than rot and is cut to lengths that will fit an approved fireplace or wood stove on the property. Elmwood which is infected with Dutch Elm Disease must be



properly disposed of at the direction of the City Forester;

3) Accumulations of vehicle parts or waste tires except for storage of non-waste, serviceable parts or tires that are reasonably expected to be used on a vehicle and are stored in a manner to protect their utility and prevent deterioration;

4) All construction materials except those that are stored in a manner to protect their utility and prevent deterioration and that are reasonably expected to be used at the site;

5) All appliances or appliance parts except for storage of appliances that are reasonably expected to be used at the site and are stored in a manner to protect their utility and prevent deterioration;

6) All indoor furniture except that which is stored in a manner to protect its utility and prevent deterioration and is reasonably expected to be used at the property;

7) All recycling materials except for reasonable accumulations that are stored in a well-maintained manner;

8) All other non-trash items which:

a) Are of a type or quantity inconsistent with normal and usual use; or,

b) Are likely to obstruct or impede the necessary passage of fire or other emergency personnel.

**9.40.090.06.030 - Solid Waste Removal.**

**9.40.090.06.030.01 - General.**

All exterior property and premises, and the interior of every structure, shall be kept free from any accumulation of solid waste.

1) Approved receptacles for solid waste shall be provided and utilized for the containment and disposal of solid;

2) Bulk solid waste shall be disposed of within a week of discard, in accordance with franchise utility services, or approved alternative.

**9.40.090.06.030.02 - Occupant Responsibilities.** Every occupant of a structure or premises shall dispose of solid waste by placing all such material in an approved solid waste disposal facility or approved receptacles.

**9.40.090.06.030.03 - Landlord Responsibilities.**

1) The landlord of any multi-family dwelling shall;

a) Provide, in a location accessible to all dwelling units, adequate solid waste receptacle capacity for the containment of solid waste generated or discarded on the property or premises, whether that containment capacity is provided individually for each dwelling unit or cumulatively for more than individual dwelling units, into which all solid waste from the dwellings unit may be emptied for storage between days of collection. Receptacles must be of sufficient capacity to prevent the overflow of solid waste from occurring; and,

b) Subscribe to and pay for weekly solid waste management service, including recycling and yard waste service, by a person holding a valid franchise from the City of Sweet Home. Notwithstanding the minimum of solid waste management services herein established, the period and frequency of collection must be sufficient to prevent the overflow of solid waste from occurring.

2) The landlord of any 1 and 2 family dwelling, except as otherwise provided by written agreement between the landlord and the tenant, shall;

a) Provide, in a location accessible to each dwelling unit, adequate solid waste receptacle capacity for the containment of solid waste generated or discarded on the property or premises, whether that containment capacity is provided individually for each dwelling unit or cumulatively for more than individual dwelling units, into which solid waste from the dwelling unit(s) may be emptied for storage between days of collection. Receptacles must be of sufficient capacity to prevent the overflow of solid from occurring; and,

b) Subscribe to and pay for weekly solid waste management services, including recycling and yard waste service, by a person holding a valid franchise from the City of Sweet Home. Notwithstanding the minimum of solid waste management services herein established, the period and frequency of collection must be sufficient to prevent the overflow of solid waste from occurring.

**9.40.090.06.040 - Building and Accessory Structures.** It is the responsibility of the owner of any property, improved or unimproved, to maintain the exterior property, premises, buildings and structures of the property and the adjacent right of way in a manner that complies with the following requirements:

**9.40.090.06.040.01 - General Maintenance.** The exterior of a building or structure shall be maintained in good repair and structurally sound so as not to be in a state of deterioration, and in a sanitary condition so as not to pose a threat to the public health, safety or welfare.

**9.40.090.06.040.02 - Foundations and Structural Members.**

Foundation elements shall adequately support the building and shall be free of rot, crumbling elements, or similar deterioration.

1) All foundation walls shall be maintained free from large open cracks and breaks and shall be kept in such condition so as to prevent the entry of insects, rodents or pests.

2) All supporting structural members in every building and structure shall be maintained

structurally sound, showing no evidence of deterioration or decay which would substantially impair their ability to carry imposed loads.

**9.40.090.06.040.03 - Exterior Walls and Exposed Surfaces.** Every exterior wall of a building and all weather-exposed exterior surface or attachment of a building shall be free of holes, breaks, loose or rotting boards or timbers.

**9.40.090.06.040.04 - Brick and Veneers.** Every section of exterior brick, stone, masonry or other veneer applied to a building shall be maintained structurally sound and be adequately supported and tied back to its supporting structure.

**9.40.090.06.040.05 - Chimneys.** Every masonry, metal, or other chimney shall remain adequately supported and free from obstructions and shall be maintained in a condition which ensures there will be no leakage or backup of noxious gases. Every chimney shall be reasonably plumb. Loose bricks or blocks shall be rebonded. Loose or missing mortar shall be replaced. Unused openings into the interior of a structure shall be permanently sealed using approved materials.

**9.40.090.06.040.06 - Roofs.** All building roofs shall be structurally sound.

**9.40.090.06.040.07 - Decorative Features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features on a building or structure shall be maintained in good repair with proper anchorage and in a safe condition so as not to be in a state of deterioration.

**9.40.090.06.040.08 - Accessory Structures.** Every accessory structure, including sheds, trellises, awnings, fences, and other similar features, shall be maintained structurally safe and sound, and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.

**9.40.090.06.040.09 - Vacant Structures and Land.** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

**9.40.090.06.040.10 - Decks, Stairs and Handrails; Maintenance.**

It is the responsibility of the owner of every property to maintain the building and structures on the property in a manner that complies with the following requirements:

1) Every exterior stairway, deck, porch and balcony and attachment to stairways, decks, porches and balconies shall be:

a) Maintained so as to be safe to use and capable of supporting the loads to which it is subjected;

b) Kept in sound condition and good repair, including replacement as necessary of flooring, treads, risers, and stringers that evidence excessive wear and are broken, warped, rotten,

deteriorated or loose;

2) Every handrail and guardrail shall be firmly fastened, maintained in sound condition and good repair, and capable of supporting the loads to which it is subjected;

3) Handrails and guardrails required by building codes at the time of construction shall be maintained or, if removed, shall be replaced.

#### **9.40.09.07 - Fire Safety.**

**9.40.090.07.010 - Means of Egress Door Locks.** All means of egress doors shall be readily openable from the side from which egress is to be made without the use of a key or any special knowledge or effort.

#### **9.40.090.07.020 - Unobstructed Path of Travel.**

1) Every accessible means of egress, fire escape or stairway, stair platform, corridor or passageway which may be one of the regular accessible means of egress or means of emergency exit from a residential structure shall be kept free of encumbrances or obstructions of any kind.

2) Any installed storm windows on windows required for emergency escape must be easily openable from the inside without the use of a key or special knowledge or effort.

#### **9.40.090.07.030 - Fire Resistive Assembly; Maintenance.**

1) Where required by the code in effect at the time of construction, the fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

2) The surfaces of all other non-rated interior walls, floors and ceilings shall be free of holes larger than four inches in diameter.

**9.40.090.07.040 - Smoke Detectors.** Every dwelling unit shall be equipped with an approved and properly functioning smoke alarm or smoke detector installed and maintained in accordance with the State Building Code, ORS 479.270, 479.275 and 479.285, and applicable rules of the State Fire Marshal.

### **Section 9.40.100 - Enforcement.**

#### **9.02.100.01 - Enforcing Compliance.**

To enforce any of the requirements of this chapter, the Director may gain compliance by:

1) Instituting an action before the Hearings Officer; or

2) Causing appropriate action to be instituted in a court of competent jurisdiction; or,

3) Imposing criminal or civil penalties, or both; or

4) Taking other action as the Director in the exercise of the Director's discretion deems appropriate.

**9.40.100.01.010 - *Initial Contacts.***

1) The city receives complaint or information of possible violation of this chapter.

2) One contact is made with responsible party, when possible, and the property is inspected.

3) If no violation exists or violation conditions are immediately corrected, the file is closed.

4) If violation exists and cannot be immediately corrected, the Director may issue to the responsible party a correction notice that identifies code violation, specifies required abatement action, and assigns a deadline for completion of abatement, consistent with the provision of this chapter. Service of the correction notice may be made:

a) in person when contact can be promptly made at the premises; or,

b) for occupant responsibility circumstances at 1-2 Family dwellings, the correction notice may be posted conspicuously on the dwelling if the person contact is not made; or,

c) via US First Class mail.

d) Failure for service to be made in the manner provided for within this paragraph shall not render the correction notice void.

5) A copy of a correction notice issued shall be forwarded to the landlord and the occupant if either is not the responsible party identified as recipient of the notice;

a) copy will be mailed to the owner of the property at the address on record with the county assessor's office;

b) a link to an electronically accessible copy will be emailed to the landlord when that person is registered with the city and has provided an email address;

c) copy will be mailed to the occupant(s) of the affected premises by situs address(es).

**9.40.100.01.020 - *Notice of Violations.***

1) If violation exists and remains uncorrected after issuance of correction notice, the Director may issue a notice of violation to the responsible party.

a) Notice of violation will identify code violation, will specify required abatement action, and will assign a deadline for completion of abatement, consistent with the provision of

this chapter.

b) A copy of a notice of violation issued shall be forwarded to the landlord and the occupant if either is not the responsible party identified as recipient of the notice.

1) copy will be mailed to the owner of the property at the address on record with the county assessor's office;

2) a link to an electronically accessible copy will be emailed to the landlord when that person is registered with the city and has provided an email address;

3) copy will be mailed to the occupant(s) of the affected premises by situs address(es).

c) Person receiving a notice of violation may request an extension of period of time to correct the violation.

**9.40.100.02 - Compliance Period for Required Abatement Response.**

1) Other than as specifically provided for under paragraph 2) of this subsection, the landlord or occupant responsible for any violation of the standards specified under subsection 9.40.090 shall be ordered to complete required repairs or abatement within 7 days, plus three days if the notice and order are mailed rather than served on the person.

2) When the finding of violation of a standard of this chapter is due to any of the following conditions the landlord or occupant, as applicable, shall be ordered to complete the required repair or abatement with 48 hours:

a) lack of heat, per SHMC 9.40.090.05.060;

b) lack of water, or any properly functioning toilets or sinks, per SHMC 9.40.090.05.040.01;

c) lack of hot water, per SHMC 9.40.0905.040.02;

d) lack of any properly functioning smoke detector, per SHMC 9.40.090.07.040;

e) uncontained solid waste, other than bulk solid wastes, per SHMC 9.40.090.06.030.

**9.40.100.03 - Failure to Obey Order of Director.**

1) It shall be unlawful for any person acting intentionally to refuse to obey an order by the Director acting in the discharge or apparent discharge of official duty administering this chapter.

2) It is no defense to a prosecution for a violation of this section that the Director lacked legal authority to issue the order, provided the Director was acting under color of official authority.

**Section 9.40.110 - Derelict Structures.**

**9.40.110.01 - Derelict Structures Prohibited.** Derelict structures on any premises are hereby declared to be a public nuisance and their presence prohibited.

**9.40.110.02 - Prohibited Habitation.**

1) No person shall inhabit a derelict structure, and no owner shall allow any person to inhabit a derelict structure, or a building or structure ordered vacated by the Director.

2) A violation of this subsection is a separate Class C misdemeanor each day that the violation exists or continues.

**9.40.110.03 - Order to Vacate Buildings or Structures.**

1) If the Director finds that a building or structure is or exists in a condition in violation of SHMC 9.40.110.01, the Director may order that a placard be posted on the building or structure ordering the building or structure vacated. The placard shall additionally contain the information required in SHMC 9.40.120.02(2).

2) Persons performing active work to abate a violation are exempt from a vacation order while working at a premises subject to a vacation order.

**9.40.110.04 - Removal of Placard Prohibited.**

The Director shall remove a placard whenever the conditions that resulted in the order to vacate the building or structure have been eliminated.

1) No person shall deface or remove a placard without the approval of the Director.

2) A violation of this subsection is a separate offense each day that the violation exists or continues.

**9.40.110.05 - Temporary Safeguards.**

Notwithstanding any other provisions of this chapter, whenever, as determined by the Director, a building or structure poses an imminent hazard or incipient hazard, the Director may:

1) Order necessary work to be performed, including the boarding of openings or installation of security fencing, to render such building or structure temporarily safe and secure, whether or not proceedings to abate the hazard have been instituted; and,

2) Cause such other action to be taken that the Director deems necessary to meet such condition.

**9.40.1106 - Abatement of Derelict Structure by Remediation.**

1) *Public Hearing.* In addition to, and not in lieu of, the abatement remedies provided for in SHMC 9.40.120.01 through SHMC 9.40.120.02 and receivership authority in SHMC 9.40.120.08, the Director may file a notice with the City Recorder to set a public hearing before the Hearings Officer to seek an order for remediation of the conditions creating a derelict structure.

a) Notice. Upon receipt of such notice, the City Recorder shall:

- 1) set the matter for prompt public hearing before the Hearings Officer; and,
- 2) not less than fifteen days prior to the hearing, cause notice thereof to be served via certified mail to the owner at the owner's address as reflected on the most recent tax rolls of the county assessor, and on the occupant; and,
- 3) cause notice to be posted on or near the derelict structure.

b) Service. Failure of the owner or occupant to receive such notice shall not render the notice void, and an unsuccessful attempt to deliver the notice shall be deemed sufficient service.

2) *Presentation at Hearing.* At the hearing, the Director shall present whatever information, evidence or testimony the Hearings Officer may deem relevant in support of the Director's determination, and the owner(s) and occupant(s) shall be afforded a like opportunity to rebut the determination.

a) Any information, opinion, testimony, or evidence may be received which the Hearings Officer deems material, relevant, and probative of the matters in issue.

b) The owner and occupants may represent themselves or be represented by counsel provided that such counsel is admitted to the practice of law in the state of Oregon.

3) *Order of Remediation.* If the Director demonstrates, by a preponderance of the evidence, that the building or structure is a derelict structure, the Hearings Officer shall order the conditions creating the derelict structure be remediated.

4) *Remediation Factors.* In determining whether the conditions are such that remediation is required, the Hearings Officer shall determine whether the building is:

- a) In a condition unfit for human habitation; or
- b) In a condition that is an incipient hazard, based on the number and extent of the following factors:
  - 1) Dilapidation;
  - 2) Disrepair;



- 3) Structural defects noted by the Building Official;
- 4) Defects increasing the hazards of fire, accident or other calamity, such as parts standing or attached in such manner as to be likely to fall and cause damage or injury;
- 5) Uncleanliness or infestation of pests;
- 6) Condition of sanitary facilities;
- 7) The presence of a public nuisance; and,
- 8) The history of unlawful activity in or around the building or structure.

**Section 9.40.120 - Public Nuisances.**

**9.40.120.01 - Public Nuisance Prohibited.**

1) *Declared Public Nuisances.* The following are specifically declared to be public nuisances: Any thing, condition, or act which is or may become a detriment or menace to the public health, welfare, and safety, where such thing, condition, or act is or exists contrary to the provisions of this chapter.

2) *Prohibition.* In addition to the provision of SHMC 9.40.110.01, no person shall cause, permit, or maintain a public nuisance on public or private property.

3) *Joint Responsibility.* If more than one person is responsible for a public nuisance, they shall be jointly and severally liable for correcting the violation and for any costs incurred by the city in abating the nuisance.

**9.40.120.02 - Notice to Person Responsible.**

1) *Notice.* Whenever the Director has reasonable grounds to believe that a violation of SHMC 9.40.120.01 has occurred, a notice and order shall be served on the owner(s) and occupant(s).

2) *Form of Notice.* Such notice prescribed in SHMC 9.40.120.02(1) and SHMC 9.40.110.03(1) shall:

- a) Be in writing;
- b) Include a description of the premises sufficient for identification;
- c) Include a statement of the reason or reasons why the notice is being issued;
- d) Include a correction order allowing a reasonable time, as specified under SHMC 9.40.100.02, for the repairs and improvements required to bring the premises into compliance with

the provisions of this chapter;

e) )Include a notice that the city may abate the nuisance pursuant to this chapter and that the person responsible for correcting the public nuisance shall be responsible for the costs of such abatement;

f) Include instructions for requesting an appeal.

3) *Method of Service.*

a) Notices issued under this section shall be deemed to be properly served if a copy thereof is:

1) Personally delivered to the owner(s) and occupant(s); or

2) Sent by first class mail to the owner(s) and occupant(s) at their last known address; or,

3) Posted at the premises and also sent first class mail to the owner(s) and occupant(s) at their last known address, if they cannot be located.

b) Failure of the owner(s) or occupant(s) to receive such notice or an error in the name or address of the owner(s) or occupants(s) shall not render the notice void and in such case the service shall be deemed sufficient.

4) *Effective Date of Notice.* All notices served pursuant to this section shall be considered served on the date of personal service or as of the date of mailing, if not personally served.

**9.40.120.03 - Action by Responsible Party.** Within the time specified for achieving compliance, as provided for under SHMC 9.40.100.02, the responsible party or person in charge of the property on whom the notice has been served or posted shall remove the nuisance or shall request an appeal hearing in accordance with SHMC 9.40.130.01 through SHMC 9.40.130.03.

**9.40.120.04 - Recording a Violation.**

1) The city may record a notice of violation issued under this section with the County Recorder.

2) Failure to record a notice of violation shall not affect the validity of the notice as to persons who receive the notice.

3) When the property is brought into compliance, a satisfaction of notice of violation shall be recorded if a notice of violation had been recorded against the property.

**9.40.120.05 - Abatement Procedures - by the City.**

1) If, within time prescribed under SHMC 9.40.100.02, the violation has not been corrected the Director may cause the violation to be corrected.

2) The Director shall keep an accurate record of the expense incurred while physically correcting the violation and shall include therein a 15 percent charge for administrative overhead.

3) The Director or a person authorized by the Director may enter upon the subject property to abate the nuisance only upon obtaining consent of the person in possession or in charge of the property; or upon obtaining an administrative abatement warrant pursuant to SHMC 9.40.070.05.

**9.40.120.06 - Abatement Procedures - Assessment of Costs.**

1) After abatement by the city, the Finance Director, by first class mail, shall forward to the owner(s) and occupants(s) a notice stating:

a) The total cost of correction, including the administrative overhead; and,

b) That the costs and administrative overhead as indicated will be assessed to and become a lien against the property unless paid within thirty days from the date of notice.

2) If the costs and administrative overhead are not paid within thirty days of the billing date, the Director shall thereafter file with the Hearings Officer an itemized statement of costs and overhead, including an additional administrative fee in an amount of ten percent of the actual cost of correction to cover the additional expenses involved in collecting the unpaid balance.

3) Upon filing of such statement of costs and overhead required under paragraph 2) of this subsection, the City Recorder shall set the matter for prompt public hearing before the Hearings Officer and cause notice thereof to be served via certified mail to the owner(s) and occupant(s), consistent with procedures under SHMC 9.40.110.06 (1) (a).

4) After the hearing, the Hearings Officer shall declare the correctness of such statement and shall declare those as may be accordingly validated to be a lien upon the property.

5) An error in the contents or service of any notice shall not void the assessment nor will a failure of the owner to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

**9.40.120.07 - Abatement Procedures - Summary Abatement.** The Director may summarily abate a situation involving a health, safety, or other nuisance which unmistakably exists and from which there is imminent danger to human life or to property. The abatement procedure provided by this chapter is not exclusive but is in addition to procedures provided by other laws.

**9.40.120.08 - Receivership Authority.** In addition to, and not in lieu of any other provision in this chapter, when the Director finds residential property in violation of this chapter, and believes that the violation is a threat to the public's health, welfare and safety, and that the owner has not acted in a timely manner to correct the violation, the Director may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement pursuant to the Oregon Housing Receivership Act (ORS 105.420 to 105.455).

**9.40.120.09 - Collections.** Collection of abatement costs, fees and penalties may be, in addition to any other remedy provided for by law, pursued through a contract collection agency or small claims court or entered into the city's lien docket in the manner below as a lien for the entire amount placed against the real property.

1) Any cost of abatement, fine, assessment or civil penalty imposed pursuant to this chapter, which remains unpaid 30 days after the penalty is imposed (or after the fine, assessment or civil penalty has been affirmed on appeal), shall be filed as a lien against the lot, lots or parcels of land involved in the city lien docket.

2) At the time of filing in the city lien docketed, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the electronic records of the Linn County Assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way effect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots, parcels of land involved, respectively.

3) All such liens remaining unpaid after 30 days from the date of recording on the city lien docket shall become delinquent and shall bear interest at the rate of 10 percent per annum from and after that date. The liens shall be enforced in the manner provided for municipal liens in ORS Chapter 223 and shall have priority over all such other liens and encumbrances of any character.

4) Pursuant to this chapter, the City Council, as the legislative body of the city, elects to treat costs associated with the enforcement of property maintenance and livability standards, and any related fine, assessment or administrative civil penalties, as a routine obligation of property owners. Therefore, any municipal costs incurred in the abatement of any derelict structure or public nuisance and/or any fine, assessment or administrative civil penalty not paid within 30 days shall be an assessment and lien against the property where the building is located.

### **Section 9.40.130 - Appeals.**

**9.40.130.01 - Appeals Generally.** Any person served a notice, order, interpretation or decision under authority of this chapter has the right of appeal from the notice, order, interpretation or decision to the Hearing Officer.

**9.40.130.02 - Filing of Appeal.**

1) *Appeal Period.* An appeal must be submitted to the Director within seven days, plus three days for mailing, from the date that the notice or order was issued.

2) *Appeal Fee.* Any appeal submitted under this chapter shall include a filing fee set by City Council resolution.

3) *Scope of Appeal.* Appeals may be filed regarding technical matters of notices or determinations, administrative orders, and interpretations and decisions made by the Director relative to this chapter.

4) *Form of Appeal.* An appeal must be in writing and include the following:

- a) Name of person filing the appeal;
- b) Copy of the subject notice or order;
- c) Copy of the section of this chapter which is being appealed;
- d) A complete explanation of the appeal;
- e) An explanation of what is requested of the Hearings Officer.

**9.40.130.03 - Appeal Procedure.**

1) The Director shall confirm that the appeal meets the filing criteria as prescribed under SHMC Sections 9.40.130.02 (1 - 4), and that the person filing the request for an appeal has standing.

2) If the filing criteria have not been met, or if the filing party does not have standing, the person filing the appeal will be so notified and hearing before the Hearings Officer will not be convened. The Director, at his/her discretion, may extend the filing deadline by an additional three (3) days to allow a prospective appellant with standing to resubmit a request for an appeal that has been deemed incomplete. Only one extension may be granted.

3) If the filing criteria are met, the Director shall, within 30 days of the filing of the appeal, set the schedule for a hearing before the Hearings Officer. The hearing shall be held not later than 60 days after the filing of the appeal.

- a) The appeal shall be conducted on the record.
- b) Formal rules of evidence are not required.

c) The Hearings Officer shall have the authority to hear appeals of orders, decisions or determinations made under authority of this chapter to determine whether the substance of the

order, decision or determination was arbitrary and capricious.

d) The Hearings Officer shall not be empowered to waive requirements of this chapter, but shall be empowered to interpret this chapter and determine whether a violation has occurred.

e) The Hearings Officer shall issue a written finding and conclusion on the appeal within seven (7) days of the hearing, and shall provide a copy to the person filing the appeal and to the Director.

### **Section 9.40.140 - Penalties.**

**9.40.140.01 - Violation Penalties.** Persons who violate a provision of this chapter or fail to comply with any of the requirements of this chapter or a directive of the Director authorized by this chapter shall be subject to the provisions of SHMC 9.40.140.02 through SHMC 9.40.140.04.060.

### **9.40.140.02 - Separate Violations.**

1) Each day's violation of a provision of this chapter constitutes a separate offense.

2) The abatement of a nuisance or violation shall not constitute a penalty for violating this chapter but shall be an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate a nuisance or violation.

### **9.40.140.03 - Violations.**

**9.40.140.03.010 - Imposition of Penalty.** Any person who shall violate any of the provisions herein or fail to comply therewith or who shall violate or fail to comply with any order made hereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Hearing Officer or by a court of competent jurisdiction within the time fixed herein shall severally for each and every such violation and noncompliance respectively be guilty of a violation, as designated under SHMC Chapter 9.36, unless otherwise provided for by the provisions of this chapter.

1) All such persons shall be required to correct or remedy such violations or defects within a reasonable time, consistent with SHMC 9.40.100.02, and, when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

2) Upon conviction of a misdemeanor offense, any person shall be liable for the fines and terms of imprisonment provided for under law.

3) Upon conviction of a violation offense, any person shall be liable for the fines provided for under SHMC Chapter 9.36.

**9.40.140.03.020 - Classification of Offenses.**

1) Violation of the provisions of this chapter shall be designated as follows:

a) Violation of SHMC 9.40.090.06.030.01 through SHMC 9.40.090.06.030.03 Solid Waste is a Class A misdemeanor.

b) Violation of SHMC 9.40.120.01 (2) Public Nuisances is a Class B misdemeanor.

c) Violation of SHMC 9.40.090.07.010 through SHMC 9.40.090.07.040 Fire Safety provisions; SHMC 9.40.100.03 Failure to Obey; or SHMC 9.40.110.02 Prohibited Habitation is a Class C misdemeanor.

d) Violation of every provision of this chapter not otherwise designated herein is deemed a violation punishable upon conviction by a fine of not more than \$500 provided that 4 or more offenses for violation of same provision of this chapter within 24 month period shall constitute a Class C misdemeanor.

2) *Declaration of Violation.* Notwithstanding the designations provided for under paragraph 1) of this subsection, any violation of the provisions of this chapter may be declared to be an violation by the city.

**9.40.140.04 - Civil Penalties.**

1) In addition to and not in lieu of any other means of enforcement or any other penalty provided by law any person who shall violate a provision of this chapter or who shall fail to comply with any of the requirements thereof or an order of the Director may incur a civil penalty in an amount as specified in SHMC 9.40.140.04.060, plus an administrative fee and any cost of service or recording.

2) All such persons incurring a civil penalty shall be required to correct or remedy such violations or defects within a reasonable time, consistent with SHMC 9.40.100.02, and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

**9.40.140.04.010 - Purpose.** The purpose of a civil penalty is to provide an efficient, convenient, and practical system to enforce a violation of this chapter.

**9.40.140.04.020 - Civil Penalty against Agents.** Any person who act as the agent of, or otherwise assists, a person who engages in an activity which would be subject to a civil penalty shall likewise be subject to a civil penalty.

**9.40.140.04.030 - Procedure for Issuing Civil Penalty.** A civil penalty shall be imposed under this section by issuance of a notice of civil money penalty. A civil penalty may be imposed for each day

the violation continues or remains. The notice of civil money penalty shall be issued and served in accordance with the procedures specified within this subsection.

**9.40.140.04.030.01 - Notice of Civil Money Penalty.**

1) If a civil penalty is imposed, the Director shall issue a notice of civil money penalty to the person responsible for the code violation.

2) The notice of civil money penalty shall include:

a) reference to the applicable code provision(s);

b) a statement of the basis of the finding of a violation;

c) a statement of the amount of civil money penalty;

d) a statement of the party's right to protest the civil penalty to a Hearings Officer;

and,

e) a statement that a delinquent civil money penalty may become a lien against the property.

3) The notice of civil money penalty shall be served on the person responsible for the code violation by:

a) Personal service; or,

b) posted in a conspicuous place in, on or about the structure or premises affected by such notice; or,

c) sent by US first class mail or US certified mail, return receipt requested, to the person's last known address;

1) failure of the recipient to sign for the certified mail shall not make the notice void;

2) notice served by mail shall be deemed received three days after the date mailed to an address within Oregon or seven days to an address outside of Oregon;

3) notice served by mail shall be concurrently posted in a conspicuous place in, on or about the structure or premises affected by such notice.

**9.40.140.04.030.02 - Courtesy Notice to Owner.** If the subject violation relates to real property and the person responsible for the violation is not the owner of the property, an informational copy of the notice of civil money penalty shall be sent to the owner of the property by first class mail, at the owner's address as reflected on the most recent tax rolls of the county assessor, at the same time as service on the person responsible.



**9.40.140.04.040 - Protest of Civil Penalty.**

1) A person issued a notice of civil money penalty may protest the existence of a violation or the circumstances involved in the presence of a violation that resulted in imposition of a civil penalty to a Hearings Officer.

2) An appeal request must be submitted to the City Recorder with seven days, plus three days for mailing, from the date of service of the notice of civil money penalty.

a) After a hearing in which the Hearings Officer determines that a violation did or does exist, the Hearings Officer may uphold or reduce the original penalty imposed after considering reasonable mitigating factors as determined by the Hearings Officer.

1) The Hearings Officer may not reduce the civil money penalty by any amount if a violation has not been corrected by the responsible party and inspected by the city.

2) The civil money penalty imposed by the Hearings Officer shall not be less than the minimum amount specified under SHMC 9.40.140.04.060(1).

**9.40.140.04.050 - Collection of Civil Penalty.**

1) The civil penalty shall become final upon expiration of the time for filing a protest or, if a protest is filed and the Hearings Officer affirms the civil penalty, the civil penalty shall become final upon issuance of the Hearings Officer's decision.

2) The civil penalty shall be delinquent if not paid within 30 days from the date the civil penalty becomes final.

a) A late payment charge shall begin to accrue from the date of delinquency.

b) If the civil penalty is imposed on the owner of the property where the violation occurred, and is delinquent, the notice of civil money penalty and a late payment charge shall be entered in the docket of city liens in the manner provided under SHMC 9.40.120.09.

1) Failure to pay may result in foreclosure in any manner provided by ORS 223.505 to 223.650 or otherwise provided by law.

2) An error in the name of the owner shall not void the lien, nor shall a failure of the owner to receive the notice render the lien void, but it shall remain a valid lien against the property.

**9.40.140.04.060 - Amount of Civil Penalty.**

The Director is authorized to impose civil penalties in the amounts as follows, and the Hearings Officer may allow reductions consistent with SHMC 9.402.140.04.040(2) (a) and operational guidelines in the amounts as follows:

1) Violation of a provision of this chapter may be subject to a civil penalty in an amount no less than \$50.00 and not exceeding \$5,000.00 per offense, or in the case of a continuing offense, not more than \$1,000.00 for each day of the offense;

2) In imposing a penalty authorized by this section, the Director shall consider:

a) The person’s past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;

b) Any prior violations of statutes, rules, orders and permits;

c) The gravity and magnitude of the violation;

d) Whether the violation was repeated or continuous;

e) Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act;

f) The violator’s cooperativeness and efforts to correct the violation; and

g) Any relevant rule of this or other city code.

PASSED by the Council and approved by the Mayor this     day of     , 201 .

\_\_\_\_\_  
Mayor

ATTEST:

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

**MEMO**

DATE: August 27, 2019  
TO: SWEET HOME CITY COUNCIL  
FROM: ROBERT SNYDER, CITY ATTORNEY  
TOPIC: UNNECESSARY NOISE ORDINANCES

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SUBJECT:

The topic of unnecessary noise has recently come up in regard to home occupations and outdoor bar music. The enclosed materials include our code noise provisions, other city noise ordinances, a model noise ordinance and a loudness chart for your review and consideration.

**MEMO**

DATE: August 5, 2019  
TO: SWEET HOME CITY COUNCIL  
FROM: ROBERT SNYDER, CITY ATTORNEY  
TOPIC: UNNECESSARY NOISE ORDINANCES

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SUBJECT:

The topic of unnecessary noise has recently come up in regard to home occupations and outdoor bar music. The enclosed materials include our code noise provisions, other city noise ordinances, a model noise ordinance and a loudness chart for your review and consideration.

## CHAPTER 9.20: OFFENSES AGAINST PUBLIC PEACE

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### § 9.20.020 UNNECESSARY NOISE.

A. No person shall make, assist in making or permit any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of another person. However, this section does not include noises that are made by a human voice, except as specifically listed hereafter.

B. The following acts are declared to be loud, disturbing and unnecessary noises in violation of this section, but the enumeration shall not be construed to be exclusive:

1. The keeping of any bird or animal, except a dog, which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person in the vicinity;

2. The use of engine brakes also known as "Jake brakes" inside the city limits of the city;

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3. The attaching of any bell to any animal or allowing a bell to remain on any animal which is disturbing to any person in the immediate vicinity;

4. The use of any vehicle or engine, either stationary or moving, so operated as to create any loud or unnecessary grating, grinding, rattling or other noise;

5. The sounding of any horn or signaling device on any vehicle on any street, public or private place, except as a necessary warning of danger;

6. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger or upon request of proper city authorities;

7. The use of any mechanical device operated by compressed air, steam or otherwise, unless the noise thereby created is effectively muffled;

8. The erection, including excavation, demolition, alteration or repair of any building in residential districts, other than between the hours of 7:00 a.m. and 6:00 p.m., except in case of urgent necessity in the interest of the public welfare and safety, and then only with a permit granted by the building officials;

9. The use of and gong or siren upon any vehicle, other than police, fire or other emergency vehicle;

10. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court of justice while the same are in use or adjacent to any hospital or institution for the care of the sick or infirm, which unreasonably interferes with the operation of the institution or which disturbs or unduly annoys patients;

11. The discharge, in the open air, of the exhaust of any steam engine, internal combustion engine, motor boat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke;

12. The use or operation of any automatic or electric piano, phonograph, radio, television, loudspeaker or any instrument for sound producing or any sound-amplifying device so loudly as to disturb person(s) in the vicinity thereof or in such a manner as renders the use thereof a nuisance; provided, however, that, upon application to the Chief of Police (or, if a sound-amplifying device is in a city park, to the Park Director), permits may be granted for the broadcast or amplification of entertainment programs or to any organization for the broadcast of programs of music, speeches or general entertainment as a part of a national, state or city event, public festivals or outstanding events of a non-commercial nature; provided that, the broadcast or amplification shall not be audible for a distance of more than 1,000 feet from the instrument, speaker or amplifier and, in no event, shall a permit be granted where any obstruction to the free and uninterrupted traffic, both vehicular and pedestrian, will result. This subsection does not apply to church chimes or bells that are in proper working order and approved by the City Council. The City Council, upon application to it, may grant understated conditions a sound-amplifying permit to suspend the 1,000-foot limitation and provide for the proper regulation of traffic;

13. The making of any noise by crying, calling or shouting or by any means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device for the purpose of advertising goods, wares or merchandise or of attracting attention or of inviting patronage of any person to any business whatsoever; provided that, newsboys may sell newspapers and magazines by public outcry;

14. The conducting, operating or maintaining of any garage within 100 feet of any private residence, apartment, rooming house or hotel in such manner as to cause loud or offensive noises to be emitted therefrom between the hours of 11:00 p.m. and 7:00 a.m.; and/or

15. The running of the refrigeration unit, compressor and/or motor in or about a refrigerated trailer within 300 feet of any residence for longer than 15 minutes within any 24-hour period.

C. Further, this section does not apply, where the City Council has upon application to it approved a permit for events or programs referred to in this section for sound-producing or sound-amplifying devices that are audible for more than 1,000 feet from the device or under 1,000 feet if traffic is involved, upon conditions set by the City Council for either occurrence.

(Ord. 1203, §§ 31, 32, 2008; Ord. 1072, § 1, 1994; Ord. 1048, § 1, 1992; Ord. 1043, § 1, 1992; Ord. 955, § 13, 1986)

## NEWPORT Noise Ordinance

**NOISE 8.15.005 Prohibition on Excessive Noises** No person shall make, assist in making, permit, continue, or permit the continuance of, any noise within the City of Newport in violation of this chapter. No person shall cause or permit any noise to emanate from property under that person's control in violation of this article.

**8.15.007 Sound Measurement** A. While sound measurements are not required for the enforcement of this article, should measurements be made, they shall be made with a sound level meter using the A weighting network on a Type I or Type II meter. B. If measurements are made, the person making those measurements shall have completed training in the use of the sound level meter, and shall use measurement procedures consistent with that training.

### 8.15.010 Definitions

As used in this chapter:

A. dBA means the sound pressure level in decibels measured using the A weighting network on a sound level meter.

B. Noise-Sensitive Unit shall include any building or portion of a building containing a residence, place of overnight accommodation, church, day care center, hospital, school, or nursing care center.

C. Plainly Audible means any sound for which the information content of that sound is unambiguously communicated to the listener, such as, but not limited to, understandable spoken speech, comprehensible musical rhythms or vocal sounds.

D. Unnecessarily Loud means any sound that interferes with normal spoken communication or that could reasonably disturb sleep.

E. Within A Noise Sensitive Unit means within a building with windows and doors closed.

### 8.15.015 Noise Limits

A. The following are maximum allowable noise limits anywhere when measured at the boundary of or within a property on which a noise sensitive unit, not the source of the sound, is located:

	Daytime Standard	Nighttime Standard
Residential	55 dBA	50 dBA
Commercial	60 dBA	55 dBA
Industrial	70 dBA	75 dBA

B. The following are maximum noise limits within noise sensitive units that are not the source of the sound:

1. Sound that is plainly audible at any time between 10:00 P.M. and 7:00 A.M. the following day.
2. Sound that is unnecessarily loud.

C. The following are maximum noise limits when measured at or within the boundary of or within a property on which no noise-sensitive unit is located, and the noise originates from outside the property:

1. Sixty dBA at any time between 10:00 P.M. and 7:00 A.M. of the following day; or

2. Seventy-five dBA at any other time. D. If within a park, street or other public place, sound that is plainly audible outside a vehicle at a distance of 100 feet between the hours of 10:00 P.M. and 7:00 A.M. The city manager may designate areas of parks, streets or other public places as exempt from this restriction and may grant permits to exceed this restriction.

#### 8.15.020 Prohibited Noises

A. The use of exhaust brakes (jake brakes), except in an emergency or except when used by a person operating an emergency services vehicle equipped with a muffled compression braking system, is prohibited at all times within the city, regardless of noise level.

B. Except as provided in Section 8.15.025, the following acts are violations of this chapter if they exceed the noise limits specified in Section 8.15.015:

1. The excessive sounding of any horn or signal device or any other device on any automobile, motorcycle, truck, bus or other vehicle while in motion, except as a danger signal.

2. The operation of sound-producing devices such as, but not limited to, musical instruments, loudspeakers, amplifying devices, public address systems, radios, tape recorders and/or tape players, compact disc players, phonographs, television sets and stereo systems, including those installed in or on vehicles.

3. The operation of any gong or siren upon any vehicle, other than police, fire or other emergency vehicle, except during sanctioned parades.

4. The use of any automobile, motorcycle or other vehicle so out of repair or in such a manner as to create loud or unnecessary sounds, grating, grinding, rattling or other noise.

5. The keeping of any animal or bird that creates noise for 10 consecutive minutes when unprovoked.

6. The operation of air conditioning or heating units, heat pumps, refrigeration units (including those mounted on vehicles), swimming pool or hot tub pumps, and similar machinery.

7. The erection (including excavation), demolition, alteration or repair of any building, except as allowed under Sections 8.15.025.E. and F.

8. The use or creation of amplified sound in any outdoor facility.



9. Yelling, shouting, hooting whistling, singing or other human-produced noise.

10. The operation of a motor vehicle without a proper exhaust system including a muffler.

11. Any other action that creates or allows sound in excess of the level allowed by Section 8.15.015.

#### 8.15.025 Exceptions

The following shall not be considered violations of this chapter, even if the sound limit specified in Section 8.15.015 is exceeded:

A. Non-amplified sounds created by organized athletic or other group activities, when such activities are conducted on property generally used for such purposes, such as stadiums, parks, schools, and athletic fields, during normal hours for such events.

B. Sounds caused by emergency work, or by the ordinary and accepted use of emergency equipment, formed by a public or private agency, or upon public or private property.

C. Sounds caused by bona fide use of emergency warning devices and alarm systems for no more than 15 minutes or while the emergency remains in effect.

D. Sounds regulated by federal law, including, but not limited to, sounds caused by railroads, interstate motor carriers or aircraft.

E. Sounds caused by demolition activities when performed under a permit issued by appropriate governmental authorities and only between the hours of 7:00 A.M. and 10:00 P.M. seven days a week.

F. Sounds caused by industrial, agricultural or construction activities during the hours of 7:00 A.M. to 10:00 P.M. seven days a week.

G. Sounds caused by regular vehicular traffic upon premises open to the public in compliance with state law. Regular vehicle traffic does not include a single vehicle that creates noise in excess of the standard set forth in Section 8.15.015.

H. Sounds caused by air-, electrical- or gas-driven domestic tools, including, but not limited to, lawn mowers, lawn edgers, radial arm, circular and table saws, drills, and/or other similar lawn or construction tools, but not including tools used for vehicle repair, during the hours of 7:00 A.M. to 10:00 P.M. seven days a week.

I. Sounds caused by chainsaws, when used for pruning, trimming or cutting of live trees between the hours of 7:00 A.M. and 10:00 P.M., and not exceeding two hours in any twenty-four hour period seven days a week.

J. Sounds created by community events, such as parades, public fireworks displays, street fairs, and festivals that the city manager or designee has determined in writing to be community events for the purposes of this section, and any sounds created at a school sporting event, including amplified sounds.

The city manager's decision shall be based on the anticipated number of participants or spectators, the location of the event and other factors the city manager determines to be appropriate under the circumstances.

K. Sounds made by legal fireworks on the third of July, Fourth of July, and the Friday and Saturday during the weekend closest to the Fourth of July of each year, between the hours of 7:00 A.M. and 11:00 P.M.

L. Sounds made between midnight and 12:30 A.M. on January 1 of each year.

M. Sounds originating from construction projects for public facilities within rights of way pursuant to a noise mitigation plan approved by the city manager. The noise mitigation plan must:

1. Map the project noise impacts and explain how the impacts will be mitigated.
2. Provide special consideration and mitigation efforts for noise sensitive units;
3. Outline public notification plans;
4. Provide a 24-hour telephone contact number for information and complaints about a project.

The city manager may approve a noise mitigation plan only if the city manager determines that the noise mitigation plan will prevent unreasonable noise impacts.

N. Sounds made by or ancillary to the ordinary operation of boats and other watercraft.

O. Sounds generated that are based on the sound level within a private property if a written enforceable agreement exists between an owner or other person in possession of that property and the person responsible for the sound that allows the sound. Agreements allowing sound levels in excess of the maximum noise limits established by this chapter may be in the form of easements which, if recorded, are binding on all subsequent owners or occupants of the property. Owners of property may record easements binding their tenants.

#### 8.15.030 Maximum Limit for Certain Activities

Notwithstanding Sections 8.15.025.E., F., H., or I., noise in excess of 85 dB measured on property on which a noise sensitive use is located for more than five minutes in any calendar day shall be a violation.

8.15.040 Evidence In any civil infraction action based on a violation of the limits set forth in Sections 8.15.015B., C., or E., the evidence of at least two persons from different households shall be required to establish a violation.

Any police or code enforcement officer or other city employee who witnessed the violation shall be counted as a witness for purposes of the two witness requirement. The city may ask an alleged violator to enter into a voluntary compliance agreement based on a single complaint or single witness.

## LEBANON - NOISE REGULATIONS

- **8.10.010 - Purpose.**

The ordinance codified in this chapter is enacted to protect, preserve, and promote the health, safety, and welfare of the residents of the city of Lebanon through the reduction, control, and prevention of loud raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity.

- **8.10.020 - Findings.**

A. Loud and raucous noise degrades the environment of the city of Lebanon because it is harmful to the health, welfare, and safety of its inhabitants and visitors; it interferes with comfortable enjoyment of life and property; it interferes with the well-being, tranquility, and privacy of the home; and it can cause and aggravate health problems.

B. The effective control and elimination of loud and raucous noise are essential to the health and welfare of the city of Lebanon's inhabitants and visitors to conduct the normal pursuits of life, including recreation, work, and communications.

C. The use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and in a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of the inhabitants and visitors to the city of Lebanon.

D. Some flexibility in noise restrictions is essential in order to allow for the construction and maintenance of structures, infrastructure, and other elements necessary for the physical and commercial well-being of the city of Lebanon.

- **8.10.030 - Scope.**

The ordinance codified in this chapter shall be known as the Lebanon noise ordinance and will apply to control all sound originating within the jurisdictional limits of the city of Lebanon.

- **8.10.040 - Definitions.**

For the purposes of this chapter, the following definitions apply:

"A-scale" (dBA) means the sound level in decibels measured using the A-weighted network as specified in the American National Standard Specification for sound level meters.

"Decibel" (Db) means the unit for measuring the volume of a sound.

"Impulse sound" means either a single pressure peak or a single burst (multiple pressure peaks) for a duration of less than one second as measured on a peak unweighted sound pressure measuring instrument or "C" weighted, slow response instrument and specified by dB and dBC respectively.

"Noise sensitive unit" means any authorized land use of a hospital, rest home, retirement home, group care home, or other use of the same general type, and rights-of-way appurtenant thereto, whether publicly or privately owned.

"Sound level meter" means a sound measuring device, either Type 1 or Type 2, as defined by American National Standard Specification for sound level meters.

"Sound producing device" means a sound producing device includes, but is not limited to, the following:

1. Loudspeakers;
2. Radios, tape players, compact disc players, phonographs, boom boxes, television sets, or stereo systems, including those installed in a vehicle;
3. Musical instruments;
4. Sirens, bells or whistles;
5. Engines or motors;
6. Air, electrical, or gas-driven tools, including, but not limited to, drills, chainsaws, lawn mowers, saws, hammers or similar tools;
7. Motor vehicles, including automobiles, motorcycles, motorbikes, trucks, buses, snowmobiles, boats or any similar piece of equipment equipped with a propelling device;
8. Persons or animals causing sound to emanate.

• **8.10.050 - Sound measurements.**

A. When sound measurements are made for the enforcement of this chapter, they shall be made with a sound level meter. The sound level meter shall be an instrument in good operating condition, meeting the requirements of a Type 1 or Type 2 meter and shall contain at least an A-weighted scale, and both fast and slow meter response capability.

B. If sound measurements are made, the person making those measurements shall have completed training in the use of the sound level meter, and shall use measurement procedures consistent with that training.

C. Measurements may be made at or within the boundary of the property on which a noise sensitive unit is located which is not the source of the sound.

- **8.10.060 - Noises prohibited.**

It shall be unlawful for any person to produce or permit to be produced, with any sound producing device which when measured at or within the boundary of the property on which is not the source of the sound, and exceeds the following levels to be measured over an hour period of time:

**Residential and Noise Sensitive Uses**

Level of noise for 50% of the time (L50)	50 dBA	<u>45</u> dBA
L10 (10% of the time)	55 dBA	50 dBA
L1 (1% of time)	60 dBA	55 dBA
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.

**Commercial and Industrial Uses**

L50	70 dBA	65 dBA
L10	75 dBA	60 dBA
L1	80 dBA	70 dBA
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.

In areas where the commercial or industrial use is abutting a residential or sensitive use, an additional 10 dBAs will be allowed.

In addition to Section 8.10.060(A), any person producing or permitting to be produced the following noise disturbances, shall be found in violation of the ordinance codified in this chapter, regardless of the decibel level of the disturbance:

1. Repair and testing of a motor vehicle or other engine which is plainly audible within a noise sensitive unit between the hours of nine p.m. and seven a.m. of the following day;
2. The operation of any gong, bell or siren upon any vehicle, other than police, fire or other emergency vehicle;
3. The sounding of any motor vehicle audible anti-theft alarm system for a period of more than twenty minutes;
4. The use of a mechanical device operated by compressed air, steam or otherwise, unless the noise created thereby is effectively muffled;
5. The detonation of a blasting or explosive device, except as allowed under a permit issued by the appropriate governmental authority;
6. The keeping of an animal which by loud and frequent or continued noise disturbs the comfort and repose of a person in the vicinity;
7. The erection, including excavation, demolition, alteration or repair of any building other than between the hours of seven a.m. and nine p.m. except in the case of urgent necessity in the interest of the public welfare and safety and then only with a permit granted by the city administrator for a period not to exceed ten days.

• **8.10.070 - Exceptions.**

The following constitute exceptions to this chapter and shall not be construed as violations:

- A. Sounds created by organized athletic or other group activities, when such activities are conducted on public property generally used for such purposes, such as stadiums, schools, and athletic fields;
- B. Sounds caused by emergency work, or by the ordinary and accepted use of emergency equipment, vehicles and apparatus;
- C. Sounds caused by bona fide use of emergency warning devices and properly functioning alarm systems;
- D. Sounds regulated by federal law, including but not limited to, sounds caused by railroads or aircraft;
- E. Sounds caused by demolition activities when performed under a permit issued by appropriate governmental authorities;
- F. Sounds caused by construction activity during the hours of seven a.m. and nine p.m. of the same day;
- G. Sounds caused by regular vehicular traffic upon premises open to the public;
- H. H.

H. Sounds caused by air, electrical or gas-driven domestic tools, including but not limited to, lawn mowers, lawn edgers, saws, drills, blowers, and/or other similar lawn or construction tools, during the hours of seven a.m. to nine p.m. of the same day;

I. Bells, chimes and carillons while being used for religious purposes or in conjunction with religious services, or for national celebrations or public holidays;

J. Parades for which a city permit has been issued;

K. Sounds resulting from an event conducted in a city park where a park use permit has been issued and the conditions of that permit and this chapter have been complied with;

L. Impulse sounds of no more than one per ten minutes;

M. Any noise resulting from activities of a temporary duration which is otherwise permitted by law.

- **8.10.075 - Variance.**

A. Conditions for Granting. The planning commission may grant specific variances from the particular requirements of any rule, regulation, or order to such specific persons or class of persons or such specific noise source upon such conditions as it may deem necessary to protect the public health and welfare, if it finds that strict compliance with such rule, regulation, or order is inappropriate because of conditions beyond the control of the persons granted such variance or because of special circumstances which would render strict compliance unreasonable, or impractical due to special physical conditions or cause, or because strict compliance would result in substantial curtailment or closing down of a business, plant, or operation, or because no other alternative facility or method of handling is yet available. Such variances may be limited in time and shall be considered after a public hearing on the request.

B. Procedure for Requesting. Any person requesting a variance shall make his request in writing to the planning commission for consideration by the commission and shall state in a concise manner the facts to show cause why such variance should be granted.

C. Revocation or Modification. A variance granted may be revoked or modified by the planning commission after a public hearing held upon not less than twenty-one (21) days notice. Such notice shall be served upon the holder of the variance by certified mail and all persons who have filed with the planning commission a written request for such notification.

- **8.10.080 - Authority for enforcement.**

The ordinance codified in this chapter shall be enforced by the Lebanon police department. In the event that the offending party is a corporation, the corporation shall be subject to fine or abatement or other penalties allowed by Oregon law. In such case where a corporation is the offending party, a citation may be served upon the corporation by serving an officer of the corporation, or a person in charge of the premises at the time the citation is issued with a citation requiring a representative of the corporation to appear in court at the time indicated on the citation. The corporation shall be named as the defendant on the citation. In the event that a representative fails to appear as required

by the citation the city attorney may seek appropriate remedies for the failure to appear against the officers of the corporation as allowed by law. For the application of this section, the term "corporation" shall also include partnerships, limited liability companies or partnerships, associations, sole proprietorships and other similar forms of business entities.

- **8.10.090 - Penalty.**

Each violation of any provision of this chapter constitutes a violation under the Lebanon Municipal Code, subject to a maximum penalty of a fine of up to six hundred dollars. Such penalty is in addition to any legal proceedings which may be brought by the city attorney according to any other provision of the Lebanon Municipal Code or Oregon law.

- **8.10.100 - Institution of legal proceedings.**

The city attorney, acting in the name of the city, may maintain an action or proceeding in a court of competent jurisdiction to compel compliance with or restrain by injunction the violation of any provision of this chapter as additional remedy.

- **8.10.110 - Ordinance additional to other law.**

The provisions of this chapter shall be cumulative and nonexclusive and shall not affect any other claim, cause of action or remedy, nor, unless specifically provided, shall it be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise or sound, but shall be deemed additional to existing legislation and common law on such subject.



## **ALBANY - Unnecessary noise.**

It is unlawful for any person to create, assist in creating, permit, continue, or permit the continuance of any loud, disturbing, or unnecessary noise in the City. The following acts are declared to be violations of this section, but such enumerations are not deemed to be exclusive:

(1) The keeping of any animal which by frequent or loud continued noise disturbs the comfort and repose of any person in the vicinity;

(2) The use of any automobile, motorcycle, streetcar, or other vehicle, any engine, stationary or moving instrument, device, or thing so out of repair, so loaded, or operated in such manner as to create loud or unnecessary grating, grinding, rattling, or other noises;

(3) The sounding of any horn or signal device on any automobile, motorcycle, streetcar, or other vehicle on any street or public place of the City, except as a necessary warning or danger to property or person;

(4) The use of any mechanical device operated by compressed air, steam, or otherwise, unless the noise created thereby is effectively muffled;

(5) The erection, including excavation, demolition, alteration, or repair of any building, other than between the hours of 7:00 a.m. and 6:00 p.m., except upon special permit granted by the Common Council;

(6) Construction and activities ancillary to construction, not regulated under subsection (5) of this section or the Albany Standard Construction Specifications, including, but not limited to, preparation of materials, staging of construction equipment and apparatus, processing, preparing, or moving construction vehicles, equipment, or material, which generate sounds audible at any residentially zoned property; and which generate sounds for 30 minutes or more in any three-hour period between the hours of 6:00 p.m. and 7:00 a.m. This subsection does not apply to construction related activities performed by the City of Albany or pursuant to a City of Albany contract or those activities otherwise permitted by the Common Council;

(7) The use of any gong or siren upon any vehicle other than police, fire, or other emergency vehicle;

(8) The operation of any gasoline engine without having the same equipped with and using thereupon a muffler;

(9) The use of "muffler cutout" on any motor vehicle upon any street;

(10) The use or operation of any automatic or electric piano, phonograph, radio, loudspeaker, or any sound amplifying device so loudly as to disturb persons in the vicinity thereof or in such manner as renders the same a public nuisance; provided, however, that upon application to the City Manager permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches, or general entertainment;

(11) The conducting, operating, or maintaining of any garage within 100 feet of any building used as a private residence, apartment house, rooming house, or hotel in such a manner as to cause loud or offensive noises to be emitted therefrom between the hours of 10:00 p.m. and 7:00 a.m. The foregoing acts are declared nuisances and any

person violating any of the provisions of this section shall be deemed guilty of an offense.

**7.08.052 Sound amplifying paging systems.**

(1) For purposes of this chapter, a “sound amplifying paging system” is defined as any device which amplifies any sound from which a person may obtain the information that he or she is receiving a telephone call or from which he or she may receive directions from another person. “Sound amplifying paging system” does not include any sound amplification device used by any law enforcement agency, fire department, or other unit of government that uses such device in connection with law enforcement or public safety function.

For purposes of this chapter, “plainly audible” is defined as any sound which can be heard outside of any building by the human ear 20 feet or more from the source of such sound.

(2) It shall be unlawful to operate or permit the use or operation of any sound amplifying paging system which produces a plainly audible sound except as provided herein.

(3) Operation of sound amplifying paging systems shall be permitted from the hours of 8:00 a.m. to 9:00 p.m. so long as the volume of sound shall not exceed 65 decibels at any property line which is under the control of the operator of the system and is contiguous to the property upon which the sound amplifying paging system is located.

(4) It shall be unlawful to operate any sound amplifying paging system which is plainly audible between the hours of 9:00 p.m. and 8:00 a.m.

(5) This section applies only to amplified sound or speech. It does not apply to the unamplified human voice.

### **PHILOMATH - Unnecessary noise.**

No person shall create, assist in creating or permit the continuance of unreasonable noise in the city of Philomath. "Unreasonable noise" is defined as noise which, because of its loudness and frequency, causes serious annoyance or serious alarm to another person, and includes the following specific offenses, which are not exclusive, but are rather illustrative: A. The use of an engine, thing or device which is so loaded, out of repair, unmuffled, or operated in such a manner as to create a loud or unnecessary grating, grinding, rattling, exhaust, or other noise. B. The use of a mechanical device operated by compressed air, steam or otherwise, unless the noise created thereby is effectively muffled. C. The construction, including excavation, demolition, alteration or repair of a building other than between the hours of 7:00 a.m. and 7:00 p.m., except upon special permit granted by the city. D. The use or operation of an automatic or electric piano, organ, radio, phonograph, tape player, television, loudspeaker, or sound-amplifying device in an area near residences, private businesses, or buildings open to the public, so loudly as to disturb persons in such residences, private businesses, or buildings open to the public; provided however, that upon application to the city manager, permits in writing may be granted to responsible persons or organizations to broadcast programs of music, news, speeches, advertisements, or general entertainment. [Ord. 582A § 12, 1990.]

## SPRINGFIELD – Noise Ordinance

(1) No person shall create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary **noise** in the city. The following acts are declared to be violations of this section, but such enumerations shall not be deemed to be exclusive:

(a) Keeping an animal that by frequent or a loud continued **noise** disturbs the comfort and repose of any person in the vicinity.

(b) Using any automobile, motorcycle, or other vehicle, any engine, stationary or moving, instrument, device or thing so out of repair, so loaded, or operated in such manner as to create loud or unnecessary grating, grinding, rattling or other noises.

(c) Using, between 6:00 p.m. and 7:00 a.m., except by special permit granted by the council, of any mechanical device operated by compressed air, steam, or otherwise, unless the **noise** created is effectively muffled.

(d) Erecting, including excavating, demolishing, altering, or repairing, any building between the hours of 6:00 p.m. and 7:00 a.m., except upon special permit granted by the council.

(e) Operating any gasoline engine without a muffler.

(f) Using or operating any automatic or electric piano, phonograph, radio, loudspeaker, stereo or sound-amplifying device so loudly as to disturb persons in the vicinity. Upon application to the council, permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches, or general entertainment.

(g) Operating any repair garage within 100 feet of any building used as a residence, apartment house, rooming house, or hotel, in such a manner as to cause loud or offensive noises to be emitted between the hours of 11:00 p.m. and 7:00 a.m.

(2) The foregoing acts are declared nuisances and any person violating any of the provisions in this section shall be deemed guilty of an offense. The above offense is punishable as a violation and may include a fine not exceeding \$720.00 pursuant to SMC section 1.205.

(3) Subsection (c) of this section shall not apply in the industrial zones of the city to any **noise** not unreasonably created.

(4) Special **noise** permits are not intended to be issued for private parties or band practices. [Section 5.220 amended by Ordinance No. 6169, enacted May 15, 2006.]

LEAGUE OF OREGON CITIES

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**MODEL NOISE  
ORDINANCE FOR  
OREGON CITIES**

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**NOVEMBER 2006**



Published by the League of

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## Noise Ordinance: Reasonable Person Standard

### Section

- 1 Purpose
- 2 Findings
- 3 Scope
- 4 Definitions
- 5 General Prohibition
- 6 Noises Prohibited
- 7 Exemptions
- 8 Enforcement
- 9 Penalties
- 10 Severability
- 11 Savings Clause
- 12 Effective Date

*{Insert here your City's Ordaining Clause, e.g., "The People of the City of \_\_\_\_\_ ordain as follows:"}*

**Section 1. Purpose.** This ordinance is enacted to protect, preserve, and promote the health, safety, welfare, peace, and quiet of the citizens of {City} through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety; or causes public inconvenience, annoyance or alarm to reasonable persons of ordinary sensitivity.

**Section 2. Findings.** The City Council of {City} finds:

- A. Loud and raucous noise degrades the environment of the City to a degree that:
  - (1) is harmful to the health, welfare, and safety of its inhabitants and visitors;
  - (2) interferes with the comfortable enjoyment of life and property;
  - (3) interferes with the well being, tranquility, and privacy of the home; and
  - (4) both causes and aggravates health problems.
- B. Both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the City's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication.

Public space means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

Residential area means any real property which contains a structure or building in which one or more persons reside, provided that the structure or building is properly zoned, or is legally nonconforming, for residential use in accordance with the terms and maps of the City's zoning ordinance.

### **Section 5. General Prohibition.**

- A. No person shall make, continue, or cause to be made or continued:
- (1) any unreasonably loud or raucous noise; or
  - (2) any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the City; or
  - (3) any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
- B. Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:
- (1) the proximity of the sound to sleeping facilities, whether residential or commercial;
  - (2) the land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
  - (3) the time of day or night the sound occurs;
  - (4) the duration of the sound; and
  - (5) whether the sound is recurrent, intermittent, or constant.

**Section 6. Noises Prohibited.** The following acts are declared to be per se violations of this Ordinance. This enumeration does not constitute an exclusive list:

- A. Unreasonable Noises<sup>7</sup>: The unreasonable making of, or knowingly and unreasonably permitting to be made, any unreasonably loud, boisterous

person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passers-by, or is plainly audible at a distance of 50 feet from any person in a commercial, industrial area, or public space. The use or operation of a radio, television, boombox, stereo, musical instrument, or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs the peace, quiet, and comfort of neighbors in residential or noise sensitive areas, including multi-family or single-family dwellings.

F. Loudspeakers, Amplifiers, Public Address Systems, and Similar Devices:

The unreasonably loud and raucous use or operation of a loudspeaker, amplifier, public address system, or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays, and 10:00 p.m. and 10:00 a.m. on weekends and holidays in the following areas:

- (1) Within or adjacent to residential or noise-sensitive areas;
- (2) Within public space if the sound is plainly audible across the real property line of the public space from which the sound emanates, and is unreasonably loud and raucous.

This shall not apply to any public performance, gathering, or parade for which a permit has been obtained from the City.

G. Yelling, Shouting, and Similar Activities: Yelling, shouting, hooting, whistling, or singing in residential or noise sensitive areas or in public places, between the hours of 10:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably disturb the quiet, comfort, or repose of reasonable persons of ordinary sensitivities. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.<sup>9</sup>

H. Animals and Birds: Unreasonably loud and raucous noise emitted by an animal or bird for which a person is responsible. A person is responsible for an animal if the person owns, controls or otherwise cares for the animal or bird.

I. Loading or Unloading Merchandise, Materials, Equipment: The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle at a place of business or residence.

J. Construction or Repair of Buildings, Excavation of Streets and Highways: The construction, demolition, alteration or repair of any building or the excavation of streets and highways other than between the hours of 7:00



- B. Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
- C. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger, provided that the prohibition contained in Section 6.D continues to apply.
- D. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- E. Repairs or excavations of bridges, streets or highways by or on behalf of the City, the State, or the federal government, between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- F. Outdoor School and Playground Activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events.
- G. Other Outdoor Events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.<sup>12</sup>

**Section 8. Enforcement.**<sup>13</sup> The following individuals<sup>14</sup> shall enforce this Ordinance: The City Manager or Police Chief will have primary responsibility for the enforcement of the noise regulations contained in this Ordinance. Nothing in this Ordinance shall prevent the City Manager or Police Chief from obtaining voluntary compliance by way of warning, notice or education.

**Section 9. Penalties.**

- A. A person who violates a provision of this Ordinance is guilty of an infraction which is punishable by a fine not to exceed \$500.00.
- B. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

**Section 10. Severability Clause.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

## Endnotes:

1. IMLA staff attorneys draft the model ordinances working in conjunction with legal experts from the United States and Canada who specialize in the particular local government issues covered by the ordinances. IMLA is a non-profit, professional organization based in Washington, D.C. that has been an advocate and valuable legal resource for local government attorneys since 1935. For more information see <http://www.imla.org>.

2. Several Oregon cities have noise ordinances based on decibel standards and while these ordinances are more objective than the reasonable person standard, they have their set own problems. One is the cost of, and training regarding the operation and use of, sound level meters and the equipment to test them, which can be prohibitive. (Test equipment is necessary to ensure the meter is working properly; frequent testing is required.) Meters may be available from local vendors for well under \$100 but a meter capable of being certified for prosecutions can be several times those locally available. In addition, several meters may be necessary in order to allow different officers in the field to immediately respond to noise complaints. In years past, the Oregon Department of Environmental Quality provided, through its Noise Control Program, assistance to local governments for enforcement of decibel-based noise regulations. That program no longer exists. See <http://www.deq.state.or.us/aq/noise/index.htm>.

Moreover, enforcement issues are more complicated with decibel based ordinances. Sound meters measure the loudest sound but are unable to identify the sound sources. These types of source-discrimination issues can be resolved but they can also lead to doubts about a noise violation. A more significant enforcement concern is the time it takes to set up the equipment and make measurements. Such delays can allow the noise offender to avoid detection by ceasing operation after arrival of the noise enforcement officer but before the equipment is activated. A decibel-based ordinance also makes it impossible for charges to be filed based upon citizen observations. Even if a citizen has recorded or videotaped the offensive activity, an ordinance based solely on decibels would preclude a conviction based on such citizen-produced evidence.

The plainly audible standard as expressed in certain sections of this ordinance cures many of the problems associated with a decibel-based ordinance. No investment is needed to purchase and maintain expensive sound measuring equipment. No technical training is required. There are no concerns about having access to the specialized equipment when complaints are filed. This ordinance can be enforced on credible citizen complaints without a noise enforcement officer being present at the time of the offense.

3. The authority of a city to enact reasonable legislation to regulate conduct detrimental to the public interest is well-recognized. See *City of Portland v. Gatewood*, 76 Or App 74, 79, 708 P2d 615 (1985), rev den 300 Or 477 (1986).

4. This ordinance was written with the philosophy that common words should not be defined unless the common meaning is expanded or altered. The definitions are listed simply in alphabetical order, without numbering so that additions and deletions can be made at any time without requiring extensive retooling of the ordinance. Definitions set forth here should be compared to definitions existing in other ordinances so that conflicts between definitions are minimized.

5. For those cities without a city manager, substitute the position of the employee who has authority to make decisions under the ordinance or is primarily responsible for enforcement. The city manager is also mentioned in sections 6.J and 8.A and similar changes will be required in those sections. Some jurisdictions may want to vest authority to enforce the ordinance in a "noise enforcement officer." If so, the following definition should be added and the definition of City Manager should be deleted. Sections 6.J and 8.A would then be changed by substituting "Noise Enforcement Officer" for "City Manager."

8. The Oregon Court of Appeals found similar language in the Eugene City Code to violate the constitutional protection of free speech. The case involved protesters demonstrating for and against the Gulf War. The demonstrators held up signs inviting motorists to honk their horns in support or opposition to the war. Honking motorists were cited for violating a Eugene code section which adopted ORS 815.225(1)(b): "A person commits the offense of violation of use limits on sound equipment if the person does any of the following: \* \* \* \* "(b) Uses a horn otherwise than as a reasonable warning or makes any unnecessary or unreasonably loud or harsh sound by means of a horn or other warning device." The court found that "causing mechanical device to make sound does not always constitute speech, (but) motorists who honked their horns to demonstrate support or disapproval of opinions on political issue of Persian Gulf War were expressing protected speech." *City of Eugene v. Powlowski*, 116 Or. App. 186, 840 P2d 186 (1992).

Use of this section to prosecute a noise violation should be carefully evaluated in each case. This ordinance section should only be used when it can be shown that the noise was not intended as communication but was, instead, "merely a guise to disturb persons." *State v. Marker*, 21 Or App 671, 678, 536 P2d 1273 (1975). See also endnote 7.

9. The Oregon Court of Appeals held in *City of Eugene v. Lee*, 177 Or. App. 492, 34 P3d 690 (2001) that street preaching in a loud voice was not a violation of Eugene's disorderly conduct ordinance - which was modeled on the state's disorderly conduct statute, ORS 166.025(1). The court determined that the preaching was not violent, tumultuous, or threatening behavior and a conviction would violate the preacher's right of free expression. Absent evidence that the preacher had engaged in, or was about to engage in, physical acts of aggression, a conviction under the ordinance was not possible.

"If the term 'noise' includes expression, then the ordinance prohibits expression as a means of achieving proscribed effects . . . and subjecting it to a test for overbreadth (in violation of constitutional free speech protections). The determination of overbreadth would, in turn, depend on the scope and content of 'unreasonable,' a term that is not defined by the ordinance. Contextually, 'unreasonable' can be defined by reference to the ordinance's purposes, viz., to avoid 'public inconvenience, annoyance, or alarm.' That is, 'unreasonable noise,' including expression, connotes sound that causes public inconvenience, annoyance, or alarm. Sound can be inconvenient, annoying, or alarming for a variety of reasons, including its volume and duration, as well --- significantly --- as its content. Thus, if 'noise' . . . includes expression, the ordinance is overbroad as prohibiting speech that is 'unreasonable' as 'inconvenient,' 'annoying,' or 'alarming' in its content. (Citations and footnotes omitted.) *Lee, supra*, at 501.

10. See endnote 5.

11. The Noise Control Act of 1972, 42 U.S.C. § 4901, et seq., at 42 U.S.C. §§ 4916-17 provides for the development of national standards for railroad and motor carrier noise emissions standards. Oversight responsibility was initially given to the EPA but that has been shifted to the Federal Department of Transportation. The Department of Transportation's Federal Railway Administration issued a revised final rule effective September 17, 2006, regarding the use of train horns at railway crossings. See "Use of Locomotive Horns at Highway-Rail Grade", 49 CFR Parts 222 and 229; Federal Register, Vol. 71, No. 159, Thursday, August 17, 2006, page 47614.

The final rule provides for six types of quiet zones, ensures the involvement of state agencies and railroads in the quiet zone development process, gives communities credit for pre-existing safety warning devices at grade crossings and addresses other issues including pedestrian crossings within a quiet zone.

The establishment of a new quiet zone requires, at a minimum, that each grade crossing be equipped with Noise Ordinance - Reasonable Person Standard - League of Oregon Cities - November 2006

found that the city's ordinance was content-neutral and that "it can no longer be doubted that government "ha[s] a substantial interest in protecting its citizens from unwelcome noise." Ward, 491 U.S. at 796 (citations omitted). The Court further opined that this interest was perhaps at its greatest when the government seeks to protect its citizens' well-being, tranquility, and privacy in their homes. Ward, 491 U.S. at 796. See also, Stokes v. City of Madison, 930 F.2d 1163 (7th Cir. 1991), where an ordinance specifying times when sound amplification devices could be used in public spaces and requiring a permit was a valid exercise of reasonable time, place and manner restrictions because no permit had ever been denied. Keep in mind though that permitting schemes must not allow for officials to use unfettered discretion in issuing permits. In Saia v. State of New York, 334 U.S. 558 (1948), the Supreme Court invalidated an ordinance which prohibited the use of amplifying devices in public except with the permission of the chief of police. The Court held that the ordinance could not be upheld without prescribing standards for the exercise of the chief's discretion.

13. The responsibility for enforcing the noise ordinance, and ability to issue citations, should be given to an individual, and his or her designees, who has the ability to respond to noise complaints in a timely manner. Often city police officers are charged with the responsibility of enforcing noise ordinances and standards. It is the responsibility of the individual charged with enforcing the ordinance to make sure that those who respond to complaints on a day to day basis understand what is and what is not a violation.

14. See endnote 5 if some other official is to enforce or administer the ordinance.

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## HOW-TO'S

### Decibel (Loudness) Comparison Chart

Here are some interesting numbers, collected from a variety of sources, that help one to understand the volume levels of various sources and how they can affect our hearing.

Environmental Noise	
Weakest sound heard	0dB
Whisper Quiet Library at 6'	30dB
Normal conversation at 3'	60-65dB
Telephone dial tone	80dB
City Traffic (inside car)	85dB
Train whistle at 500', Truck Traffic	90dB
Jackhammer at 50'	95dB
Subway train at 200'	95dB
<i>Level at which sustained exposure may result in hearing loss</i>	<i>90 - 95dB</i>
Hand Drill	98dB
Power mower at 3'	107dB
Snowmobile, Motorcycle	100dB
Power saw at 3'	110dB
Sandblasting, Loud Rock Concert	115dB
<i>Pain begins</i>	<i>125dB</i>
Pneumatic riveter at 4'	125dB
<i>Even short term exposure can cause permanent damage - Loudest recommended exposure WITH hearing protection</i>	<i>140dB</i>
Jet engine at 100'	140dB
12 Gauge Shotgun Blast	165dB
Death of hearing tissue	180dB
Loudest sound possible	194dB

OSHA Daily Permissible Noise Level Exposure	
Hours per day	Sound level
8	90dB
6	92dB
4	95dB
3	97dB
2	100dB

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## Decibel (Loudness) Comparison Chart

1.5	102dB
1	105dB
.5	110dB
.25 or less	115dB

## NIOSH Daily Permissible Noise Level Exposure

Hours per day	Sound level
8	85dBA
6	86dBA
4	88dBA
3	89dBA
2	90dBA
1.5	92dBA
1	94dBA
.5	97dBA
.25 or less	100dBA
0	112dBA

## Perceptions of Increases in Decibel Level

Imperceptible Change	1dB
Barely Perceptible Change	3dB
Clearly Noticeable Change	5dB
About Twice as Loud	10dB
About Four Times as Loud	20dB

## Sound Levels of Music

Normal piano practice	60 -70dB
Fortissimo Singer, 3'	70dB
Chamber music, small auditorium	75 - 85dB
Piano Fortissimo	84 - 103dB
Violin	82 - 92dB
Cello	85 -111dB
Oboe	95-112dB
Flute	92 -103dB
Piccolo	90 -106dB
Clarinet	85 - 114dB
French horn	90 - 106dB
Trombone	85 - 114dB
Tympani & bass drum	106dB
Walkman on 5/10	94dB
Symphonic music peak	120 - 137dB
Amplifier, rock, 4-6'	120dB

Rock music peak	150dB
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## NOTES:

- One-third of the total power of a 75-piece orchestra comes from the bass drum.
- High frequency sounds of 2-4,000 Hz are the most damaging. The uppermost octave of the piccolo is 2,048-4,096 Hz.
- Aging causes gradual hearing loss, mostly in the high frequencies.
- Speech reception is not seriously impaired until there is about 30 dB loss; by that time severe damage may have occurred.
- Hypertension and various psychological difficulties can be related to noise exposure.
- The incidence of hearing loss in classical musicians has been estimated at 4-43%, in rock musicians 13-30%.
- Recent NIOSH studies of sound levels from weapons fires have shown that they may range from a low of 144 dB SPL for small caliber weapons such as a 0.22 caliber rifle to as high as a 172 dB SPL for a 0.357 caliber revolver. *Double* ear protection is recommended for shooters, combining soft, insertable ear plugs and external ear muffs.

Statistics for the Decibel (Loudness) Comparison Chart were taken from a study by Marshall Chasin, M.Sc., Aud(C), FAAA, Centre for Human Performance & Health, Ontario, Canada. There were some conflicting readings and, in many cases, authors did not specify at what distance the readings were taken or what the musician was actually playing. In general, when there were several readings, the higher one was chosen.

**Additional Resources**

The National Institute for Occupational Safety and Health (NIOSH) -  
<http://www.cdc.gov/niosh/topics/noise/>

[American Tinnitus Association](#) – Information and help for those with tinnitus

[Hear Tomorrow](#) – The Hearing Conservation Workshop

[H.E.A.R.](#) – Hearing Education and Awareness for Rockers

[American Tinnitus Association](#) – for musicians and music lovers

[Turn It to the Left](#) – from the American Academy of Audiology

[Listen to Your Buds](#) – from the American Speech-Language-Hearing Association

[Binge Listening: Is exposure to leisure noise causing hearing loss in young Australians? \[pdf\]](#) – report from Australian Hearing, National Acoustic Laboratories

[Hearing Aids and Music: Interview with Marshall Chasin, AuD](#) – from the American Academy of Audiology

[Safe Listening Resources](#) – from the National Hearing Conservation Association

[OSHA Noise and Hearing Conservation](#) -

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**MEMO**

DATE: August 27, 2019  
TO: SWEET HOME CITY COUNCIL  
FROM: ROBERT SNYDER, CITY ATTORNEY  
TOPIC: THREE ORDINANCES ON PUBLIC PEACE, SAFETY, HEALTH  
PROPERTY AND WELFARE

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**SUBJECT:**

PLEASE FIND ENCLOSED THREE PROPOSED ORDINANCES FOR YOUR REVIEW:

1. THE FIRST ORDINANCE CONCERNS UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY. THIS ORDINANCE ADDRESSES THE SAFETY OF TRANSFERRING PROPERTY WHILE ON THE VEHICULAR PORTION OF THE PUBLIC RIGHT-OF-WAY. THE ORDINANCE IS PATTERNED AFTER A SPRINGFIELD ORDINANCE. THE ORDINANCE IS BASED UPON THE UNSAFE PRACTICE OF HANDING MONEY OR OTHER ITEMS FROM A VEHICLE WHILE IN THE ROADWAY FOR THE PERSON IN THE VEHICLE AND THE PERSON OUTSIDE THE VEHICLE. IT IS A POTENTIALLY DANGEROUS EXCHANGE WITH THE POSSIBILITY OF SOMEONE BEING SERIOUSLY INJURED SINCE THERE IS A RUNNING AND/OR MOVING VEHICLE INVOLVED. FURTHER A DISTRACTED DRIVER IS NEVER SAFE WHETHER FROM HIS/HER OWN ACTIONS OF THE TRANSFER OR ANOTHER PERSON IN THE VEHICLE DOING THE SAME THING AND THE DRIVER HAVING TO CONTEND WITH THAT TRANSFER.
2. THE SECOND ORDINANCE CONCERNS THE URINATING OR DEFECATING IN PUBLIC PLACE. THIS ORDINANCE ADDRESSES THE HEATH ISSUE OF URINATING OR DEFECATING IN PUBLIC PLACES EXCEPT RESTROOMS. THE ORDINANCE IS PATTERNED AFTER A SALEM ORDINANCE. THE ORDINANCE IS BASED ON THE HEALTH ISSUES OF SPREADING GERMS AND DISEASES TO THE PUBLIC. THE POLICE ARE CURRENTLY USING ORS 164.785 THAT MAKES IT UNLAWFUL TO PLACE AN OFFENSIVE SUBSTANCE ON ANY STREET ETC. WHEN CONFRONTED WITH THIS ISSUE. HOWEVER, RECENTLY THE OREGON COURT OF APPEALS RULED THAT LITTERING(DEPOSITING REFUSE) UNDER ORS 164.805 DID NOT INCLUDE URINATING, THEREFORE ORS 164.785 MAY NOT INCLUDE URINATING ALTHOUGH IT DOES INCLUDE THE WORD EXCREMENT AND OFFENSIVE SUBSTANCE AND THEREFORE MAY FARE BETTER THAN THE LITTERING ORS.
3. THE THIRD ORDINANCE CONCERNS FORMING AN ENHANCED LAW ENFORCEMENT EXCLUSION AREA. THIS ORDINANCE ADDRESSES THE REPEAT OFFENDERS OF THE LAW BY MAKING IT A CRIMINAL TRESPASS TO BE IN THE AREA AFTER RECEIVING A NOTICE NOT TO BE THERE BASED ON UNLAWFUL BEHAVIOR IN THE AREA BEFORE. THIS ORDINANCE IS PATTERNED AFTER SEVERAL OTHER CITIES ORDINANCES AND OUR OWN CHRONIC NUISANCE ORDINANCE. THE POLICE BELIEVE THAT IF THERE IS AN ENHANCED LAW ENFORCEMENT EXCLUSION AREA THAT IT WILL HELP PREVENT REPEAT OFFENDERS FROM COMMITTING MORE VIOLATIONS AND CRIMES IN THE EXCLUSION AREA.



ORDINANCE BILL NO. \_\_\_\_\_ FOR 2019  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RELATING TO UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY

WHEREAS, this ordinance is established by the City of Sweet Home to promote the safe operation of vehicles upon roadways within the City and provide for the safety of the pedestrian public on and near its roadways;

Now therefore,

The City of Sweet Home does ordain as follows:

Section 1. SHMC 9.24.040 titled UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY is created to read as follows:

A. A person commits the violation of unlawful transfer on a vehicular portion of the right-of-way if the person, while a driver or passenger in a vehicle on a public highway, street or road within the boundaries of the City of Sweet Home, gives or relinquishes possession or control of, or allows another person in the vehicle to give or relinquish possession or control of any item of property to a pedestrian.

B. This section does not apply if the vehicle is legally parked.

Section 2. Violation of this section constitutes a violation and may be prosecuted under the provisions of SHMC Chapter 9.36 as now enacted or hereafter amended.

PASSED by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE BILL NO. \_\_\_\_\_ FOR 2019

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

AN ORDINANCE RELATING TO URINATING OR DEFECATING IN PUBLIC PLACES

WHEREAS, the City of Sweet Home wishes to promote clean and sanitary public areas and provide for the general good health of the public;

Now therefore,

The City of Sweet Home does ordain as follows:

Section 1. SHMC 9.24.050 titled URINATING OR DEFECATING IN PUBLIC is created to read as follows:

It shall be unlawful for any person to intentionally or recklessly urinate or defecate in any public place except a restroom or toilet facility maintained for such purposes.

Section 2. A violation of this section is punishable by imprisonment in jail not to exceed 30 days or a fine not to exceed \$1,250.00, or both.

PASSED by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE BILL NO. \_\_ FOR 2019

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

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

WHEREAS, the City desires to reduce unlawful behavior in certain areas within the City of Sweet Home by excluding 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 and 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 exclusion 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 five years. If the person to be excluded has been excluded from that enhanced law enforcement area at any time within two years before the date of the present exclusion, the exclusion shall be for 90 days. For purposes of this Section, unlawful behavior means violating or being charged with violating the crimes and violations listed in SHMC 8.12.020.

C. If a person excluded from an enhanced law enforcement area is found within the perimeter of the enhanced law enforcement area during the exclusion 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 exclusion area.

D. The Chief of Police is designated as the person in charge of enhanced law enforcement areas for the purpose of issuing exclusion notices in accordance with this Section. Any Sweet Home Police Officer can issue exclusion 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 excluding that person from the enhance law enforcement area. Any exclusion 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 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 Judge of the Municipal Court.

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

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

1. An appeal of the exclusion 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 exclusion shall be stayed during the pendency of the appeal.

2. The City shall have the burden to show by a preponderance of evidence that the exclusion 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 by a court having jurisdiction of the matter that the officer who issued the exclusion notice at the time had probable cause to cite and/or arrest the person to whom the exclusion notice was issued for the conduct described in this Section shall be prima facie evidence that the exclusion was based on conduct prohibited by those statutes, ordinances or code.

G. Variances from the exclusion may be granted at any time during the exclusion 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 exclusion area, is employed within the exclusion 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 exclusion

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 exclusion order is no longer necessary to preserve public health, safety 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 exclusion.

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.

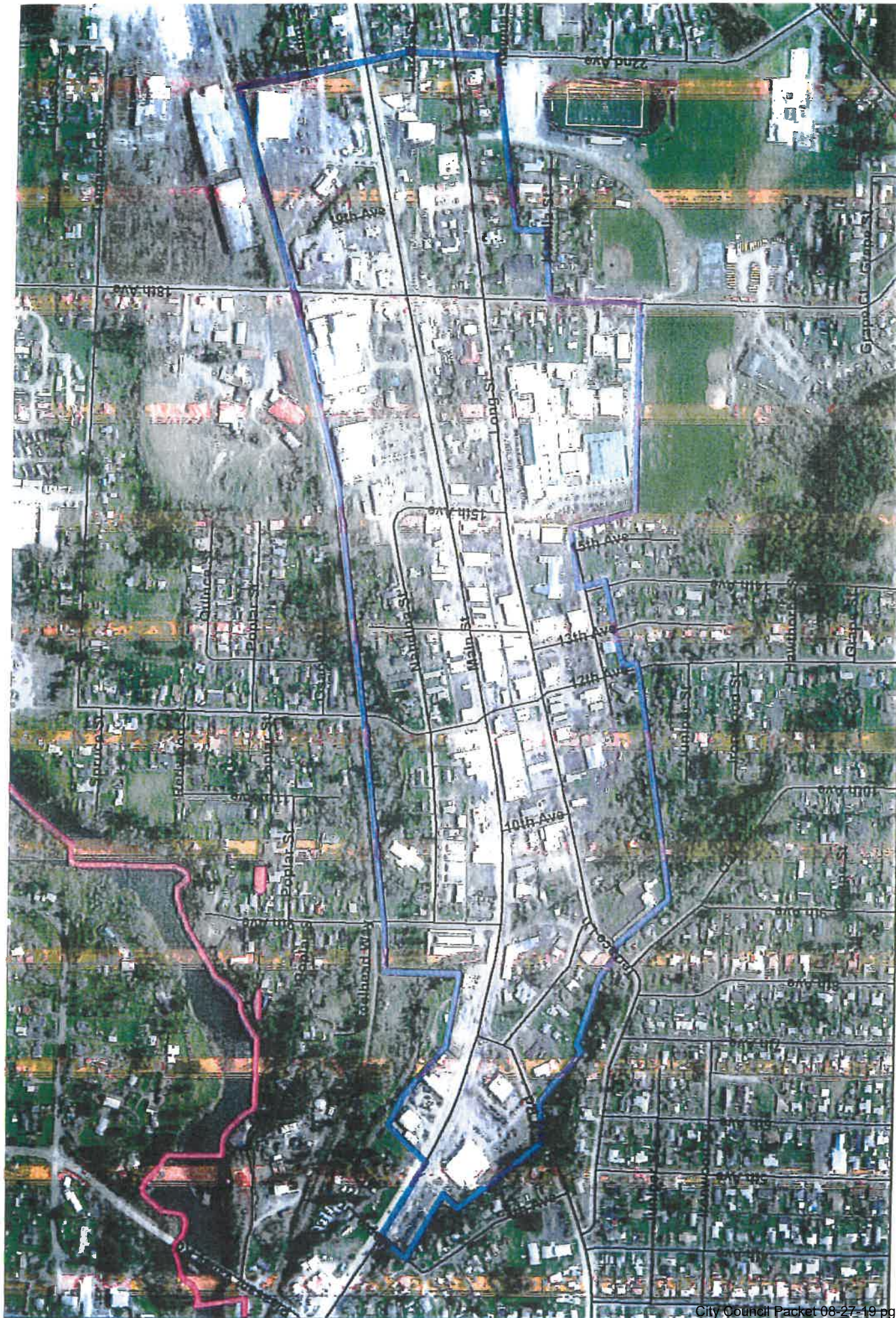
3. The person shall keep the variance on his or her person at all times the person is within the exclusion area.

Passed by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2019.

Mayor

ATTEST:

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



# Exhibit A -

# MEMORANDUM



TO: Ray Towry, City Manager

FROM: Trish Rice, PW Engineering  
Greg Springman, PW Director

DATE: August 22, 2019

SUBJECT: Regional Municipal Biosolids Composting Feasibility Study

---

City staff contracted with Murraysmith for the final design of the City's WWTP Improvement Project. As a part of the design process, staff identified biosolids composting process as part of the WWTP Improvement Project. City Council approved the 20% schematic design on April 23, 2019, ultimately approving Murraysmith's proposal allowing staff to move into final design of the WWTP on June 25, 2019.

Biosolids are the solid byproduct of the City's wastewater treatment process. The City currently pays to haul/landfill biosolids from the treatment process which is not a sustainable solution. Biosolids can be composted with wood chips into a product that meets EPA's Exceptional Quality safety standards. Compost would be safe to handle and could be used on public land such as parks and schools. The compost may also be distributed to citizens for private use such as lawns and gardens without limitations or liability. This is a sustainable solution because there are no restrictions on disposal of Exceptional Quality materials, and it turns a waste product into a valuable resource.

Initial discussions between City staff, Murraysmith, and our colleagues in other cities, we have discovered that there is interest in a regional biosolids composting facility. Staff representing Sweet Home, Lebanon, and Albany met on August 22, 2019 to discuss the possibilities of a regional biosolids composting program. Consensus among the cities staff was to task Murraysmith to perform a feasibility study for a regional biosolids composting facility. Albany and Lebanon will introduce this concept to their governing bodies in the coming days. We plan to reach out to DEQ and Business Oregon as potential funding sources for all or part of the feasibility study.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27 <sup>th</sup> , 2019	<b>TITLE:</b> Peer Court IGA	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION
<b>SUBMITTED BY:</b> J. Lynn, Chief of Police	<b>ATTACHMENTS:</b> Peer Court IGA, Peer Court- How it Works	<input checked="" type="checkbox"/> MOTION
<b>REVIEWED BY:</b> R. Towry, City Manager		<input type="checkbox"/> OTHER
<b>RELEVANT CODE/POLICY:</b> Council Goal #3 (2)	<b>TOWARD COUNCIL GOAL:</b> Improve community safety	

**PURPOSE OF THIS MEMO:**

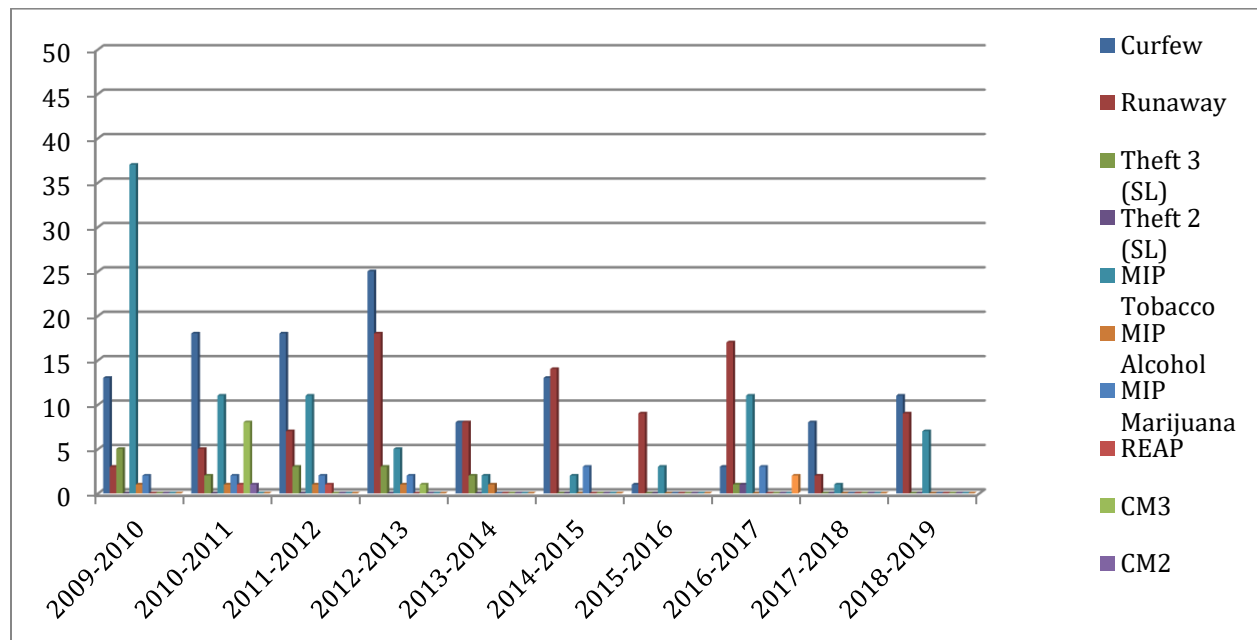
Present the Sweet Home City Council with the opportunity to renew the Intergovernmental Agreement between Linn County and the City of Sweet Home associated with Peer Court and the attached Resolution for 2019.

**BACKGROUND/CONTEXT:**

The Sweet Home Police Department has worked in cooperation with Linn County Juvenile Department to host a Peer Court in our community. Peer Court has been ongoing in Sweet Home since its inception in 2009.

Peer Court is designed to allow for a peer on peer review of non-violent juvenile offenses such as MIP – Tobacco, MIP – Alcohol, Curfew and Harassment type calls.

The attached chart represents the number and types of cases that have gone through Peer Court since 2010.





**THE CHALLENGE:**

The challenges associated with Peer Court are minimal. The department does utilize staff time (Community Service Officer) to manage, organize and run Peer Court.

**STAKEHOLDERS:**

- City of Sweet Home Juveniles and Parents/Guardians. Peer Court provides a local option for minor juvenile offenses to be resolved through peer to peer review.
- Sweet Home Police Department. Time and resources that could potentially be spent elsewhere.
- Linn County Juvenile Department. Peer Court provides another outlet and resource for the Juvenile Department to assist in appropriately addressing juvenile issues.

**ISSUES & FINACIAL IMPACTS:**

1. Police Department – The Sweet Home Police Department does budget \$1000 associated with Peer Court which, absent Peer Court, could be diverted to other areas.

**OPTIONS:**

1. Do Nothing. The City Council can choose to take no action and allow the IGA to end without replacement.
2. Approve the attached 2019 Resolution authorizing the City to enter into the Intergovernmental Agreement with Linn County. This option would extend Peer Court through July of 2020.
3. Move to end Peer Court. The City Council could choose to end the City’s involvement in Peer Court.

**RECOMMENDATION:**

I recommend option #2. Peer Court is not an answer to juvenile problems or juvenile sanctions, but it does provide another form of review for the Linn County Juvenile Department to consider. I believe that the time and resources spent by the Police Department are outweighed by the opportunities that Peer Court presents to the Justice System as it attempts to deal with juvenile offenders.



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## Sweet Home Police Department

**City of Sweet Home**  
1950 Main Street  
Sweet Home, OR 97386  
541-367-5181  
Fax 541-367-5235  
[www.sweethomeor.gov](http://www.sweethomeor.gov)  
[shpd@sweethomeor.gov](mailto:shpd@sweethomeor.gov)

### HOW PEER COURT WORKS

Below is a brief explanation of how Peer Court works. It includes the criteria used to determine if a juvenile offender is eligible for Peer Court, the typical process and the most common forms of sanctions.

#### CRITERIA

In order to be eligible for consideration in Peer Court, the following conditions must be met:

- Offender is under 18 years of age (or actively enrolled in SH School District)
- First or second time offender
- Admission of guilt regarding the offense
- Consent by both offender and Parent/Guardian

The list below are the typical offenses heard by the court:

- Runaway
- Curfew Violation
- Minor in possession of Tobacco
- Minor in possession of Marijuana
- Minor in possession of Alcohol
- Littering
- Criminal Trespass
- Theft 3
- Criminal Mischief
- Reckless Burning
- Assault 4
- Disorderly Conduct
- Harassment
- Carrying a concealed weapon

#### PROCESS

When a juvenile offender is contacted by a police officer, they will be referred to the Linn County Juvenile Department (LCJD). Then they will be scheduled for an interview with the offender and their parent or guardian to determine if the offender is eligible for the program and if they agree to complete the program. Sometimes LCJD does not do an intake interview – they just send Sweet Home Peer Court the referral and we do the intake interview.

An appearance date is scheduled, and the offender appears, with a parent or guardian, to have the case heard. The presiding Judge is a local adult or student volunteer who will ensure that all legal requirements are met. Students will act as Case Presenters, to summarize the case and present any circumstances that may influence the sanctions.

Finally, a jury composed of other student volunteers and former offenders will decide the appropriate sentence in the case.

Sentencing will normally involve community service, restitution when appropriate, and will always include future service as a peer court juror. At any point during the process, an offender who fails to carry out sentencing is automatically turned over to the Juvenile courts for prosecution. Peer Court allows the offender a "second chance" in avoiding the system. Once the sentence is successfully completed, all record of the offense may be removed from the youth's legal record.

## **SANCTIONS**

The following are typical sanctions imposed by Peer Court:

- Complete a Homework Pkt. (ALL offenders)
- Community Service hours shall consist of 0-10 hours
- Linn Co. Work Crew for anything over 8 hours
- Maximum number of words given for essay: 500
- Verbal or hand-written letter of apology
- Restitution (if deemed necessary)
- All defendants must sit as a juror at least once on a future case
- Attend Life Choices Class
- Attend Victims Impact panel
- Attend Anger Management classes
- Attend Drug/Alcohol evaluation and follow recommendations
- Attend a Smoking Cessation Class

**INTERGOVERNMENTAL AGREEMENT**  
(Pursuant to Resolution & Order No. 2019-218)

**THIS AGREEMENT** is made and entered into by and between **LINN COUNTY**, acting by and through the Linn County Juvenile Department, a department of Linn County Government, (County) a political subdivision of the State of Oregon, of P.O. Box 100, Albany, Oregon, 97321, and **CITY OF SWEET HOME** of 1140 12<sup>th</sup> Ave., Sweet Home, Oregon 97386, a political subdivision of the State of Oregon, whose Federal Employer Identification No. is 93-6002263.

**BRIEF PROGRAM ABSTRACT:** Sweet Home Peer Court (hereinafter referred to as the "Program")

**WHEREAS**, LINN COUNTY JUVENILE DEPARTMENT requires the work and services described herein, and the CITY OF SWEET HOME PEER COURT agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Intergovernmental Agreement.** This Agreement shall be effective and services required hereunder shall commence on July 1, 2019 and shall terminate on June 30, 2021 unless otherwise terminated or extended as follows; This agreement shall automatically renew for additional successive one (1) year terms, unless thirty (30) days prior to the expiration of the then current Agreement term, either party hereto provides notice to the other party of such party's intent to terminate the Agreement as provided herein.
2. **Scope of Services.** In consideration of the mutual promises contained herein, the parties agree as follows:
  - I. **CITY OF SWEET HOME** agrees to:
    - a. Maintain written documentation of Peer Court activities.
    - b. Directly provide Peer Court programming as described in the Memorandum of Understanding and Letter of Agreement.
    - c. Provide the COUNTY copies of the Peer Court contracts.
    - d. Ensure that services provided by CITY Peer Court contractors are delivered appropriately.
    - e. The CITY OF SWEET HOME Peer Court will provide quarterly reports to the Juvenile Department by the last day of the month in January, April, July, and October. The reports will include the following:
      - i. Number of youth who have entered into Peer Court Agreements.
      - ii. Number and percentage of youth who have successfully completed the agreement.
      - iii. Number and percentage of youth who have failed to complete the agreement and were referred back to the Juvenile Department.
      - iv. Number of youth who have participated as volunteers.
    - f. Make a written request for any change in established protocol.
    - g. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Sweet Home Peer Court agrees to expunge and/or destroy all record(s) pertaining to the named youth subject of the Order, along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.
  - II. **COUNTY** agrees to:
    - a. Perform ongoing oversight, monitoring and cooperation with Peer Court programs to assure compliance with the terms of Exhibit No. 1.

- b. Collaborate with the CITY in the development of any changes in service levels or processes. Any additions or reductions of existing Peer Court service levels shall require approval of the COUNTY.
  - c. Provide technical assistance and be available for consultation on Peer Court processes and reporting.
  - d. Upon receiving a signed order of expunction from the Court, the Juvenile Department will notify the Sweet Home Peer Court to expunge all record(s) pertaining to a specific youth along with any other identifying information. The Peer Court may retain numerical information for tracking purposes but it should not be associated with a specific youth.
  - e. Upon receiving a copy of an expunction order from the Linn County Circuit Court, Linn County Juvenile Department agrees to forward a copy of such Order to the Sweet Home Peer Court for expunction and/or destruction of any and all record(s) pertaining to the named youth subject of the Order.
3. **Designated Liaisons.** Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention.

**FOR THE CITY:**

Gina Riley  
 Sweet Home Police Department  
 1950 Main Street  
 Sweet Home, Oregon 97386  
 (541) 367-5181

**FOR THE COUNTY:**

Robert L.S. Perkins Jr.  
 Linn County Juvenile Department  
 PO BOX 100  
 Albany, Oregon 97321  
 (541) 967-3853 ext 2169

4. **Declaration of the nature of the contractual relationship.** CITY and COUNTY are independent contractors and not employees of or agents of each other. Neither party shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party.
5. **Representations and Warranties.**
- a. **County Representations and Warranties.** County represents and warrants to CITY OF SWEET HOME that:
    - i. County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon. County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
    - ii. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action of County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
    - iii. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
  - b. **Representations and Warranties.** CITY OF SWEET HOME represents and warrants to County that:
    - i. CITY OF SWEET HOME has the power and authority to enter into and perform this Agreement;
    - ii. The making and performance by SWEET HOME PEER COURT of this Agreement (a) have been duly authorized by all necessary action of CITY OF SWEET HOME, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which CITY is party or by which CITY may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the

execution, delivery or performance by SWEET HOME PEER COURT of this Agreement, other than those that have already been obtained; and

- iii. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of CITY enforceable in accordance with its terms.
6. **Amendments.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn County Code. No amendment shall bind either party unless in writing and signed by both parties.
  7. **Insurance.**
    - a. **Workers Compensation.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
    - b. **General Liability.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
    - c. **Professional Liability.** To the extent applicable, each party shall obtain and at all times keep in effect any professional liability insurance as required by law.
  8. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Contract.
  9. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
  10. **Confidentiality and Nondisclosure.**
    - a. The release of any case specific information will comply with all State of Oregon laws including those stated in ORS 419A.253 through 419A.257. 419A.255(8) states, "A county juvenile department is the agency responsible for disclosing youth and youth offender records if the records are subject to disclosure".
    - b. Each party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is considered confidential. For purposes of this Agreement, "Confidential Information" is:
      - i. Information in written or other permanent form and clearly and conspicuously marked as proprietary, using an appropriate legend, at the time the disclosing party discloses it to the receiving party; and/or
      - ii. Information originally disclosed by the disclosing party to the receiving party in some other form (e.g., orally or visually), if the disclosing party: (i) identifies the information as proprietary at the time of original disclosure; (ii) summarizes the Confidential Information in writing; (iii) marks the writing clearly and conspicuously with an appropriate proprietary legend; and (iv) delivers the writing to the receiving party within thirty (30) days following the original disclosure.
    - c. The receiving party shall hold all Confidential Information of the disclosing party in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, unless otherwise allowed by law; shall not use Confidential Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise its officers, directors, employees and agents that receive or have access to the Confidential Information of their obligations to keep Confidential Information confidential. Upon request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information received, except that the receiving party may retain one archival copy of the Confidential Information.

## 11. Termination.

- a. **For Convenience.** Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
  - b. **For Cause.** It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
    - i. A party breaches any of the provisions of this Agreement;
    - ii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
    - iii. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Agreement are thereafter prohibited.
  - c. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.
12. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
  13. **Records Maintenance; Access.** Both parties shall maintain records pertinent to this Agreement in such a manner as to clearly document Contractor's performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
  14. **Assignment; Delegation; Successors.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
  15. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
  16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
  17. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between County (and/or any other agency or department of Linn County) and CITY that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party hereby consents to the in personam jurisdiction of said courts. Each party shall at all times be responsible for the party's attorney fees, costs, and disbursements in regards to the claim, including any appeals.

- 18. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in section 3. herein.
- 19. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this Agreement.

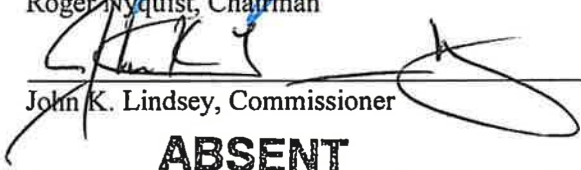
CITY OF SWEET HOME

LINN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Roger Nyquist, Chairman

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
John K. Lindsey, Commissioner

**ABSENT**

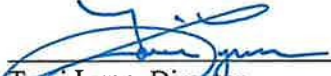
\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Tucker, Commissioner

7-16-2019

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Torri Lynn, Director  
Linn County Juvenile Department

  
\_\_\_\_\_  
Deputy/County Attorney for Linn County

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff W. Lynn, Chief of Police  
CITY OF SWEET HOME



**EXHIBIT 1**  
**CASE ASSIGNMENT PROCESS**

**Section 1:**

1. Youth residing in the Sweet Home School District who are referred to the Linn County Juvenile Department by a law enforcement agency for the following offenses, may be eligible to participate in the CITY OF SWEET HOME's Peer Court Program.
  - a. Minor in Possession of Tobacco
  - b. Minor in Possession of Alcohol
  - c. Minor in Possession of Less Than One ounce of Marijuana
  - d. Non person-to-person misdemeanors
  - e. Other offenses not listed may be referred by Juvenile Department with Agreement of Peer Court.
2. The Supervising Probation Officer of the Community Programs Unit will evaluate these referrals to determine eligibility based upon:
  - a. Current referral level
  - b. Risk level as determined by the Juvenile Crime Prevention (JCP) Risk Assessment, youth eligible with risk score between 0-4.
  - c. An individual intake appointment will be held in all cases except for MIPT referrals.
  - d. Previous referral history.
  - e. Youth and family's willingness to accept responsibility for their actions, and agreement to participate in the Peer Court process.
  - f. Professional judgment of the Probation Office.
3. In order for a youth to be considered eligible, the following areas will be considered during an intake meeting with the Probation Officer (PO), the youth, and their parent or legal guardian:
  - a. Youth will have a risk assessment score between 0-4 risk indicators.
  - b. The CITY OF SWEET HOME's Peer Court has the resources to accept the youth's referral.
  - c. The youth is willing to accept responsibility for their actions and is agreeing to participate in the Peer Court process.
  - d. The professional discretion of the Probation Officer.
4. Once a determination has been made by all parties, the PO will further explain this option to the youth's parent or legal guardian. If they agree with this option as a condition, the PO will enter into a Formal Accountability Agreement with the completion of the Sweet Home Peer Court as the sole sanction.
5. The PO will give the youth and parent a form which contains the contact information for the Sweet Home Peer Court.
6. After the youth and parent leave, the PO will complete the Intake process paperwork including writing an Intake Summary. All appropriate paperwork will be filed in accordance with the Case Management checklist, Juvenile Department Policy No. 200.09.
7. A written referral will be completed and electronically sent to the Sweet Home Peer Court Coordinator, which will include the information from the Intake Summary.
8. Once the youth has entered into an agreement with Peer Court, the Disposition will be sent to the Juvenile Department electronically, and clerical staff will enter the necessary information into the Juvenile Justice Information System (JJIS).
9. If the youth fails to complete the conditions of their Peer Court Agreement, the Peer Court Coordinator will send the noncompliance information to the Juvenile Department contact person electronically.
10. The PO will attempt to contact the youth and parent to determine why the youth failed to comply with the Peer Court Agreement. Based upon that contact, the PO will either:
  - a. Schedule another appointment with the youth/parent,
  - b. Review the case with the Supervising Probation Officer,
  - c. Close the case.
11. If the decision is reached by the supervisor and the PO that the matter should proceed to formal Court, the case shall be prepared to be transferred to the Supervising Probation Officer for the Probation Unit.



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27, 2019	<b>TITLE:</b> Supplemental Budget for New Code Enforcement Vehicle	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> Resolution No. 22 for 2019	<input checked="" type="checkbox"/> ROLL CALL VOTE
<b>REVIEWED BY:</b> Ray Towry, City Manager <i>[Signature]</i>	<b>TOWARD COUNCIL GOAL:</b> Goal #2.5: Continue to implement financial "best" practices Goal #3.2: Look for methods to improve community safety, Police, Community Design, etc.	
<b>RELEVANT CODE/POLICY:</b> ORS 294.471(3)(a)		

**PURPOSE OF THIS RCA:**

To review a supplemental budget for the Project & Equipment Reserve Fund due to an unanticipated need for a replacement vehicle for Code Enforcement.

**BACKGROUND/CONTEXT:**

In 2015, the City purchased a 2008 Mercury Mariner with 123,950 miles for \$9,000. Today, the vehicle has over 146,000 miles. The vehicle was used by the Building Inspector prior to the hiring of the current Code Enforcement Officer who now utilizes the vehicle. The City Mechanic has informed staff that the vehicle needs a replacement transmission which would cost the city approximately \$4,500. Today, the vehicle is worth ~\$3,000 in fair condition and nearly \$4,000 in "excellent" condition. Replacing the transmission would require expenditures beyond the estimated worth of the vehicle. City staff has decided this is not a long-term, fiscally viable option and requests Council authorization to utilize equipment reserves to purchase a replacement vehicle.

The Community & Economic Development Department, which oversees Code Enforcement, currently has \$11,359 in available equipment reserves. Based on initial conversations with the Code Enforcement Officer and the Community & Economic Development Director, a pickup would be the most advantageous vehicle for this position. This would allow the Code Enforcement Officer to haul trash, misplaced shopping carts, and address other code violations without necessitating the need for additional staff support from Public Works.

In 2018, Public Works purchased a supervisor pickup, a Chevrolet Silverado fleet vehicle, for approximately \$26,000. Considering this, staff is requesting \$30,000 in authorized budget to purchase a vehicle for Code Enforcement. The additional \$19k in funds would be borrowed from other funds available in the Project & Equipment Reserve fund (fund 202) with a plan to replace the borrowed funds using CEDD budgets in future fiscal years. Additionally, staff would continue the fiscal practice of setting aside funds for the eventual replacement 12-15 years down the road. This would result in an additional funding need of ~\$2,200 annually from the General Fund (an initial commitment of approximately \$6,000 annually, for five-years, for loan repayment and "depreciation"). Once the initial loan has been repaid, necessary General Fund support would total \$2,200.

**THE CHALLENGE/PROBLEM:**

Should the City continue to repair vehicles where repairs exceed the vehicle's estimated value?

**STAKEHOLDERS:**

- City of Sweet Home Citizens –The role of the Code Enforcement Officer is vital to the livability in the community.
- Code Enforcement Officer – The Code Enforcement Officer must have the appropriate tools to enforce the City's Code of Ordinances. A vehicle is an essential part of the Code Enforcement Officer's "tool belt" so they can travel around town to address complaints and enhance the livability of the community.
- City of Sweet Home City Council – The Council adopts the final budget for a fiscal year and approves any supplemental budget requests when necessary expenditures exceed expenditure authority.

**ISSUES & FINANCIAL IMPACTS:**

Due to the unanticipated nature of the request, funds were not budgeted for this purpose in the Project & Equipment Reserve fund. The estimated purchase and setup for this type of vehicle is +/- \$30,000 to purchase the vehicle, obtain necessary licensing from DMV and mark the vehicle.

The adopted budget for the Project & Equipment Reserve fund included \$383,233 in expenditure authority. \$230,000 was budgeted for Public Works to replace aging assets and the rest was budgeted for the Police Department's equipment needs including new dispatch terminals and replacement vehicles. These departments plan on using the current, authorized funding thereby requiring additional expenditure authority so as to not limit their ability to replace assets as needed.

**ELEMENTS OF A STABLE SOLUTION:**

A decision on the direction of the Code Enforcement program in Sweet Home which requires consideration of transportation methods.

**OPTIONS:**

1. Do Nothing. Council could choose to do nothing at this time. The City will either be forced to repair the current vehicle or attempt to shuffle City vehicles to provide an existing vehicle for enforcement needs.
2. Approve Resolution No. 22 for 2019. This supplemental budget authorizes expenditure authority from the Project Reserve Fund for purchase of a new Code Enforcement vehicle.
3. Request staff return with a different authorization amount. Council could determine that the \$30,000 requested exceeds what Council is willing to authorize. Staff would return to a future Council meeting with a revised resolution.

**RECOMMENDATION:**

Staff recommends option 2, Move to approve Resolution No. 22 for 2019, A Resolution adopting a Supplemental Budget for the Project & Equipment Reserve Fund. There is a critical need for a new Code Enforcement vehicle to replace the current vehicle that needs repairs in excess of the estimated value of the vehicle. This adjustment represents the best fiscal option.

## RESOLUTION NO. 22 FOR 2019

### A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE PROJECT & EQUIPMENT RESERVE FUND

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

WHEREAS, the Community and Economic Development Department has a vehicle for use by the Code Enforcement Officer and;

WHEREAS, the current vehicle for Code Enforcement requires unanticipated repairs with an estimated repair cost that exceeds the current value of the vehicle, and;

WHEREAS, staff requests additional expenditure authority in Fund 202, the Project & Equipment Reserve Fund, which includes resources set aside by various City departments, and;

WHEREAS, Oregon Local Budget Law Chapter 294 Section 471 subsection 3(a) requires a supplemental budget resolution which adds ten (10) percent or less in expenditure authority.

**THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME** adopts a supplemental budget authorizing \$30,000 to be used for the purchase of a replacement vehicle in the Community & Economic Development Department (CEDD) using available CEDD reserves and borrowing from available funds in the fund.

Borrowed funds shall be repaid over five-years with zero interest applied to the principal amount.

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 27<sup>th</sup> day of August 2019.

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Mayor

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City Manager – Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27, 2019	<b>TITLE:</b> <b>INFORMATION ONLY:</b> New City Hall Budget Update	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input checked="" type="checkbox"/> OTHER  <input type="checkbox"/> Roll Call Vote
<b>SUBMITTED BY:</b> Brandon Neish, Finance Director	<b>ATTACHMENTS:</b> Budget Status Report Furniture Quote Sign Quotes	
<b>REVIEWED BY:</b> Ray Towry, City Manager 		
<b>RELEVANT CODE/POLICY:</b> ORS 294.471(3)(a) SH Financial Policy Section IX	<b>TOWARD COUNCIL GOAL:</b>	

**PURPOSE OF THIS RCA:**

To review the prior costs for construction of City Hall, the available budget at 2019 fiscal year end and additional needs for the current fiscal year.

**BACKGROUND/CONTEXT:**

Prior to 2017, Council and staff discussed City Hall at 1140 12<sup>th</sup> Avenue and determined that an opportunity existed to improve the facility. Subsequently, during the 2017 fiscal year, the Council approved the purchase of the building at 3225 Main Street for \$725,000.

In January 2018, the Council entered into a contract with Scott|Edwards Architecture to design the new City Hall. Those designs were reviewed by the Council over multiple meetings during the summer of 2018 and a final design was later approved by the Council including flooring, paint schemes and wall materials. The next phase of the project was construction/renovation.

The renovation of the new City Hall facility was expected to cost +/- \$1.1 million plus architectural fees of \$100,000 according to estimates provided by S|EA. The total actual cost for the renovation of 3225 Main Street totaled \$1,209,282.28 and stretched over fiscal years 2018 and 2019. At the end of fiscal year 2019, \$38,833 remained in the Building Reserve fund plus an additional \$14,703 in interest earnings totaling \$53,536 in available fund balance. The City has additional needs for the building and will request use of this fund balance in the 2020 fiscal year through a supplemental budget to purchase a sign for the front of the site and furniture for the conference rooms and lobby. Additionally, some office furniture is necessary.

The new City Hall facility has three conference rooms in addition to the Council Chambers. Previously, the City had one conference room and associated furniture. Furthermore, City Hall previously did not have a lobby space for waiting guests or for individuals filling out necessary paperwork. As a result, additional furniture is necessary to furnish these spaces for use. The City worked with King Office in Albany to provide furniture that would fit the theme of the facility and would withstand the day-to-day use of an office building. The attached quote outlines the furniture that staff has selected.

Having moved into the new facility, additional office furniture for employees is needed to provide matching setups and for new employees that will be starting in the future. The Community & Economic Development Department wishes to purchase three new desks, one for the Permit Technician, the Associate Planner and another for a position approved in the 2019-2020 budget, a new Engineering Technician. These desks will then allow current furniture that does not match to be phased out and other furniture to be shuffled to other staff in the department to provide uniformity. Additionally, the City Manager needs office furniture to replace the folding tables currently being used.

Updated signage is also needed to identify the building to the public and those passing through town. The City requested quotes from three vendors for signage that would fit the stone pedestal left by the Forest Service. Staff reviewed the quotes from the vendors and selected ES&A Sign & Awning Company who provided three quotes for different sign styles. All three include a static "Sweet Home City Hall" sign. From there, the first option includes a digital, red lettered reader board display which would allow the City to publicize meetings and events in Sweet Home. The second and third options include a multi-line, full color LCD display for image display. Staff believes that the third option, the 19mm full color LCD display would best meet the needs of the community and provide the City with an opportunity to advertise on a major Oregon arterial highway (Highway 20).

Staff will attempt to utilize existing operations budgets to complete these purchases. However, if staff is unable to use these existing funds, authorization to spend from the remaining building funds would ensure that departments can continue their operations as initially budgeted without impacting services.

**THE CHALLENGE/PROBLEM:**

Should the City utilize leftover building funds to purchase needed furniture and signage for the new City Hall?

**STAKEHOLDERS:**

- City of Sweet Home citizens – Citizens who use City Hall need to have space to fill out paperwork or a place to sit while waiting for a meeting. The items proposed ensure that citizens visiting City Hall feel welcome and comfortable in a building that belongs to the constituents of Sweet Home. Additionally, the conference room space is available to citizens for reservation and conference room furniture makes using those spaces easier and more convenient.
- City of Sweet Home staff – City Hall houses many city employees who need the items considered to effectively communicate and complete their jobs.
- City of Sweet Home City Council – The Council must authorize any supplemental budget that increases expenditure authority after a budget has been adopted. Effective communication methods and office furniture also benefits the Council who will rely on these items for notification and hosting of committee and Council meetings.

**ISSUES & FINANCIAL IMPACTS:**

The City estimates it will need \$45,000 to purchase the needed furniture and signage for City Hall. As adopted, the budget does not have much of in the way of operational funds to accommodate these items unless budgeted services come in under anticipated levels. As a precaution, staff is requesting that the available balance of \$53,500 be authorized for spending in the Building fund to mitigate impacts on operational needs. This would eliminate the fund balance in the Building fund.

**ELEMENTS OF A STABLE SOLUTION:**

A decision from the City Council on the importance of uniformity in City Hall and communication methods moving forward.

**OPTIONS:**

\*NOTE\* Council at the August 27<sup>th</sup> meeting is only reviewing the proposal for budget authorization and will be asked to provide direction during the September 10, 2019 normal Council meeting after a public hearing is held in accordance with ORS 294.471.

1. Do Nothing. Council could choose to do nothing at this time. Staff will evaluate further whether these items can be purchased using operating funds or if they'll need to be deferred to another budget year.
2. Approve Resolution No. 23 for 2019. This supplemental budget authorizes expenditure authority from the Building Reserve fund for purchase of a sign and furniture for City Hall.
3. Request staff return with a different authorization amount. Council could determine that the \$53,500 requested from the Building Reserve fund exceeds what Council is willing to authorize. Staff would return to a future Council meeting with a revised resolution and a second Public Hearing as required by ORS.

**RECOMMENDATION:**

Staff will recommend option 2, Adopt Resolution No. 23 for 2019, A Resolution Adopting A Supplemental Budget for the Building Reserve Fund at the September 10<sup>th</sup> City Council meeting.

**RESOLUTION NO. 23 FOR 2019**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE BUILDING RESERVE FUND**

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

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

WHEREAS, additional items are needed related to the construction of the aforementioned facility, and;

WHEREAS, staff requests additional expenditure authority in Fund 310, the Building Reserve Fund, and;

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

WHEREAS, a public hearing was held on September 10, 2019 to hear testimony over the proposed supplemental budget, and;

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

**THEREFORE, BE IT RESOLVED THAT THE CITY OF SWEET HOME** adopts a supplemental budget authorizing \$53,500 to be used for the purchase of a sign designating 3225 Main Street as Sweet Home's City Hall and furniture necessary for the operation of the facility.

This resolution shall take effect upon its approval and passage.

PASSED by the Council and approved by the Mayor this 10<sup>th</sup> day of September 2019

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Mayor

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City Manager – Ex Officio City Recorder



# General Ledger REVENUES VS. EXPENSES



User: bneish  
 Printed: 8/22/2019 11:45:46 AM  
 Period 01 - 13  
 Fiscal Year 2019

Account Number	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
<b>310</b>	<b>BUILDING RESERVE FUND</b>					
310-000-300-000	BEGINNING FUND BALANCE	0.00	-343,757.84	-364,290.00	-20,532.16	94.36
310-000-361-000	INTEREST	0.00	-14,807.86	0.00	14,807.86	0.00
310-000-390-001	MISC. REVENUES	0.00	-1,400.00	0.00	1,400.00	0.00
	<b>Revenues</b>	<b>0.00</b>	<b>-359,965.70</b>	<b>-364,290.00</b>	<b>-4,324.30</b>	<b>98.81</b>
<b>002</b>	<b>Non-Departmental</b>					
310-002-480-320	Professional Services	0.00	30,365.28	75,000.00	44,634.72	40.49
310-002-480-431	Building Repair & Maintenance	0.00	945.21	0.00	-945.21	0.00
310-002-480-610	Office Supplies	0.00	399.00	0.00	-399.00	0.00
310-002-480-612	Operating Supplies	0.00	1,644.55	0.00	-1,644.55	0.00
310-002-480-614	Tools & Small Equipment	0.00	84.99	0.00	-84.99	0.00
310-002-480-619	Computers	0.00	11,160.00	0.00	-11,160.00	0.00
	<b>Material &amp; Services</b>	<b>0.00</b>	<b>44,599.03</b>	<b>75,000.00</b>	<b>30,400.97</b>	<b>59.47</b>
310-002-480-731	Construction	0.00	1,131,726.26	1,119,290.00	-12,436.26	101.11
310-002-480-741	Machinery	0.00	10,000.00	0.00	-10,000.00	0.00
	<b>Capital Outlay</b>	<b>0.00</b>	<b>1,141,726.26</b>	<b>1,119,290.00</b>	<b>-22,436.26</b>	<b>102.00</b>
Revenue Total		0.00	-359,965.70	-364,290.00	-4,324.30	-0.9881
Expense Total		0.00	1,186,325.29	1,194,290.00	7,964.71	0.9933
<b>002</b>	<b>Non-Departmental</b>	<b>0.00</b>	<b>1,186,325.29</b>	<b>1,194,290.00</b>	<b>7,964.71</b>	<b>99.33</b>
<b>010</b>	<b>Transfers</b>					
310-010-391-040	Transfer In for Capital	0.00	-880,000.00	-830,000.00	50,000.00	106.02
	<b>Transfer</b>	<b>0.00</b>	<b>-880,000.00</b>	<b>-830,000.00</b>	<b>50,000.00</b>	<b>106.02</b>
Revenue Total		0.00	-359,965.70	-364,290.00	-4,324.30	-0.9881
Expense Total		0.00	306,325.29	364,290.00	57,964.71	0.8409
<b>310</b>	<b>BUILDING RESERVE FUND</b>	<b>0.00</b>	<b>-53,640.41</b>	<b>0.00</b>	<b>53,640.41</b>	<b>0.00</b>



# PROPOSAL

## Proposal #: 29368

**Proposal Date:** 07/30/19  
**Customer #:** CRM009802  
**Page:** 1 of 5  
**Salesperson:** Jason Spear

SOLD TO:	JOB LOCATION:
CITY OF SWEET HOME 3225 MAIN STREET SWEET HOME OR 97386	CITY OF SWEET HOME 3225 MAIN STREET SWEET HOME OR 97386

ES&A SIGN CORP. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29368 Mobilization	\$625.00	\$625.00
1	QUOTE #29368A Fabricate and install (1) one approx 2' x 6' D/F internally illuminated monument sign with 19mm monochrome LED message center as per specifications on ES&A design #29368A. - Install to existing rock base and poles. - Cut poles to height if necessary. - Power to sign by customer. - 4G wireless modem communication.	\$16,117.00	\$16,117.00
1	QUOTE #29368A1 Fabricate and install (1) one approx 2' x 6' D/F internally illuminated monument sign with 19mm RGB Color LED message center as per specifications on ES&A design #29368A1. - Install to existing rock base and poles. - Cut poles to height if necessary. - Power to sign by customer. - 4G wireless modem communication.	\$18,616.00	\$18,616.00
1	QUOTE #29368A2 Fabricate and install (1) one approx 2' x 6' D/F internally illuminated monument sign with 16mm RGB Color LED message center as per specifications on ES&A design #29368A2. - Install to existing rock base and poles. - Cut poles to height if necessary. - Power to sign by customer. - 4G wireless modem communication.	\$20,276.00	\$20,276.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

COMPANY INITIALS \_\_\_\_\_

ES&A Sign and Awning  
 89975 Prairie Rd Eugene, OR 97402  
 P 541-485-5546; F 541-485-5813

CUSTOMER INITIALS \_\_\_\_\_



# PROPOSAL

## Proposal #: 29368

Proposal Date: 07/30/19  
Customer #: CRM009802  
Page: 2 of 5  
Salesperson: Jason Spear

TOTAL PROPOSAL AMOUNT: N/A

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

Payment terms: 50% down with order. Balance due upon delivery or installation. Work will not begin until down payment and written acceptance have been received. Permits are additional and are charged at cost with a \$350 procurement fee. Engineering, private locates, and special inspections are additional at cost plus 10%. Primary Electrical to display(s) and hook-up is not included. All signs will be manufactured for 120 Volts unless otherwise requested in writing. Dedicated circuit(s) must be provided with a continuous ground to panel. Voltage at sign must be within 117v to 123v or warranty will be void. Sales tax is additional. Face changes and modifications to existing signs: Unless specified in writing, repairs to ballasts, power supplies, LED's, transformers, neon, fluorescent lamps, lamp sockets, and all other lighting components are not included in price. Not responsible for underground obstructions and damage to same. Expiration: Due to fluctuations in fuel, energy, labor, and material costs, sale agreements may be withdrawn if not accepted within (60) sixty days.

1. **Agreement.** Seller agrees to sell, and Buyer agrees to purchase, an advertising display, sign, or awning (Display) in conformity with the terms of this agreement.
2. **Buyer's Duties.** Unless this agreement provides otherwise, Buyer shall, at Buyer's expense:
  - 2.1 Provide unobstructed access for personnel, vehicles and equipment directly adjacent to display location including attic, roof, and fascia.
  - 2.2 Prior to installation, supply unobstructed, dedicated electrical circuits within 5'-0" to the Display of an appropriate capacity in conformance with Federal, State, and local laws.
  - 2.3 Perform all necessary blocking, modifications and/or reinforcements to the building on which Display is to be installed.
  - 2.4 Identify location of, relocate or arrange for relocation, of all public and private underground utilities or overhead power lines as necessary to accommodate installation of Display, and/or to comply with laws and regulations of federal, state, or local municipal authorities.
  - 2.5 Acquire all necessary engineering, permits, performance bonds, and zoning variances.
  - 2.6 Provide necessary traffic control, barricades, parking, sidewalk, or other special use permits.
  - 2.7 Remove and store or dispose of any pre-existing display or architectural feature.
  - 2.8 Repair or restore exterior wall surfaces.
  - 2.9 Repair or replace landscaping damaged in the course of normal Display installation.
  - 2.10 Acquire all necessary permission to install the Display from the property owner where Display is to be installed.
  - 2.11 Maintain responsibility in the event that seller performs any of the Buyer's duties listed above.
3. **Seller's Duties.** The construction and installation of the Display shall be subject to delay caused by strikes, fires, acts of God, regulations or restriction of government or public authority, or other accident forces, conditions or circumstances beyond the control of Seller. Such circumstances shall suspend Seller's obligation to perform its duties under this agreement. Subject to those conditions, Seller shall, at Seller's expense:
  - 3.1 Design the Display in conformance with design specifications provided to Buyer. Seller reserves the right to modify any or all construction, fabrication or installation, provided it does not, per industry standards, significantly affect the quality, aesthetics, or structural integrity of the product, or increase the price to Buyer.
  - 3.2 Deliver the Display to a common carrier, if this agreement so provides.
  - 3.3 Install the Display, if this agreement so provides, in conformity with installation specifications provided to Buyer.

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# PROPOSAL

## Proposal #: 29368

**Proposal Date:** 07/30/19  
**Customer #:** CRM009802  
**Page:** 3 of 5  
**Salesperson:** Jason Spear

3.4 Investigate in good faith any claims by Buyer under the Limited Warranty provided by this agreement.

4. **Purchase Price.** The purchase price listed in this agreement is subject to the following terms:

4.1 **Late Charge.** Account balances more than 30 days past due shall be assessed an additional charge of 1.50 percent of the outstanding balance per month.

4.2 **Additional Charges.** The purchase price listed in this agreement is negotiated based upon an assumption of the absence of unusual and/or unanticipated conditions. Buyer agrees to pay additional charges at Seller's prevailing rates for unanticipated work occasioned by any of the following:

- 4.2.1 Davis-Bacon Act, prevailing wage, overtime, and/or after-hours installations.
- 4.2.2 Buyer's provision of inaccurate information affecting Display design or installation.
- 4.2.3 Separation of a multiple sign order into individual orders no longer being manufactured concurrently.
- 4.2.4 Additional trips to/from jobsite beyond original allocation resulting from Buyer's request and/or non-performance, or any third party's request and/or non-performance.
- 4.2.5 Buyer's request for a change in Display design requiring: (a) nonstandard materials, production methods, colors, or finishes; or (b) alteration of completed design.
- 4.2.6 Alteration of Display design to accommodate engineering, permits, soil conditions, architectural elements, or building conditions.
- 4.2.7 Repairs to pre-existing illumination including but not limited to ballasts, fluorescent lamps, lamp holders, neon transformers, neon tubing, electrical insulators, and wiring.
- 4.2.8 Unusual composition of soil or concealment in soil of obstructions.
- 4.2.9 Unanticipated obstructions within building structure.
- 4.2.10 Material restriction of access to the Display site.
- 4.2.11 Storage of items completed by Seller but delayed at Buyer's request, by Buyer's non-performance, or by any third party's non-performance.
- 4.2.12 Failure of Buyer to fulfill any of its duties under this agreement.

4.3 **Independent Covenant.** Buyer agrees that its duty to pay the purchase price is independent of Seller's duties under this agreement.

5. **Payment Terms.**

- 5.1 Upon seller's receipt of original signed purchase agreement, Buyer shall pay Seller a 50% down payment.
- 5.2 Balance due upon delivery or installation.
- 5.3 Additional charges will be invoiced separately and shall be due upon receipt.

6. **Time is of the Essence.**

6.1 Seller may withdraw purchase agreement if not accepted by Buyer within (60) sixty days of original bid date or if manufacturing has not commenced within (270) two hundred seventy days of original bid date. Seller, at its discretion, may update the purchase price in lieu of withdrawal.

6.2 Work shall not commence until Seller has received original signed purchase agreement, down payment, and approved design from Buyer.

6.3 Work shall be subject to delay until Seller receives all of the following applicable items from Buyer:

- 6.3.1 Landlord approval
- 6.3.2 Structural engineering calculations
- 6.3.3 Permits
- 6.3.4 Paint colors
- 6.3.5 Graphic colors
- 6.3.6 Ready-to-use vectorized electronic artwork

7. **Warranty.**

7.1 **Limited Warranty; Disclaimer.** Contingent on timely payment of the purchase price and subject to the exceptions and modifications listed in paragraphs 7.2 and 7.3, Seller shall, at its expense, make all repairs, replacements, or corrections of Display, at Seller's option, made necessary by reason of faulty workmanship or material and that appear within one year of Display's delivery. To exercise its rights under this limited warranty, Buyer must provide written notice of the defect to Seller within 30 days of discovery of the defect. Repair or replacement shall constitute Buyer's sole remedy, and in no event shall Seller be liable for incidental or consequential damages of any kind, including but not limited to personal injury, property loss, or lost profits. There are no warranties other than those stated in this agreement. SELLER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7.2 **Lamps, Ballasts and Transformers.** Seller's warranty as to labor involved in installing lamps, ballasts, and transformers, is limited to 1 year from installation. In all other respects, Seller's warranty is identical to the limited warranty listed in paragraph 7.1.

7.3 **Exclusions.** Seller's warranty excludes damages caused by normal wear and tear, unusual weather, acts of vandalism, neglect, or other abuse.

8. **Shipping.**

8.1 **Risk of Loss.** Unless otherwise agreed, delivery is FOB Seller's place of business. If damage occurs en route, Buyer agrees that it will pursue redress only through the carrier or carriers charged with delivery.

8.2 **Costs.** Unless otherwise agreed, Buyer will pay any shipping charges directly to the carrier charged with delivery.

8.3 **Timing of Delivery.** Although Seller will make a good-faith effort to adhere to delivery schedules, Seller will not be responsible for delays caused by any circumstances beyond its control.

9. **Buyer's Default.** In the event of a default by Buyer in the payment of any of the amounts due under this agreement:

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CUSTOMER INITIALS \_\_\_\_\_



# PROPOSAL

## Proposal #: 29368

**Proposal Date:** 07/30/19  
**Customer #:** CRM009802  
**Page:** 4 of 5  
**Salesperson:** Jason Spear

- 9.1 Acceleration. The entire unpaid balance of the purchase price shall immediately be and become due and payable.
- 9.2 Collection of Amounts Owed. Buyer agrees to pay interest at the rate of 18 percent per annum on any amounts due plus reasonable attorney's fees. Seller may recover those amounts by any or all of the following means:
  - 9.2.1 Removal and Resale. By entering upon the premises where the Display has been installed and removing and reselling the Display with or without notice and without liability on notice to Buyer.
  - 9.2.2 Action for Collection. By bringing suit for the balance due under this contact.
  - 9.2.3 Other Action. By exercising any other right allowed by law.
- 10. Intellectual Property. All designs, specifications, and artwork created by Seller shall remain property of Seller.
- 11. Force Majeure. Seller shall not be liable for any failure or delay in performance under this agreement to the extent that the failures or delays are proximately caused by forces beyond Seller's reasonable control and occurring without its fault, including, without limitation, natural disasters, war, imposition of government restrictions, and failure of suppliers, subcontractors, and carriers.
- 12. Authority. The individuals executing this agreement represent and warrant that they are authorized to do so, and that the execution of this agreement is the lawful and voluntary act of each of the parties.
- 13. Restriction on Assignment. This agreement shall not be assigned by Buyer without the written consent of Seller. Consent by Seller to one (1) assignment shall not constitute consent to other assignments, nor shall it be construed to be a waiver of this paragraph.
- 14. Notice. All notices required by this agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by telegraph or facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.
- 15. Attorney Fees. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.
- 16. Modification. No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.
- 17. Integration. This agreement is the entire agreement of the parties. There are no promises, terms conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.
- 18. Interpretation. The paragraph headings are the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.
- 19. Severability. The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.
- 20. Waiver. Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
- 21. Binding Effect. Subject to restrictions in this agreement upon assignment, if any, this agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
- 22. Venue and Personal Jurisdiction. Should any action be filed to enforce this agreement, it is agreed that venue of such action shall lie in any court in Lane County, Oregon, having jurisdiction of the subject matter, and that the parties are subject to personal jurisdiction in Lane County, Oregon. Each party waives all right to challenge venue or personal jurisdiction in any action filed in Lane County, Oregon.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 60 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

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# PROPOSAL

## Proposal #: 29368

**Proposal Date:** 07/30/19  
**Customer #:** CRM009802  
**Page:** 5 of 5  
**Salesperson:** Jason Spear

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

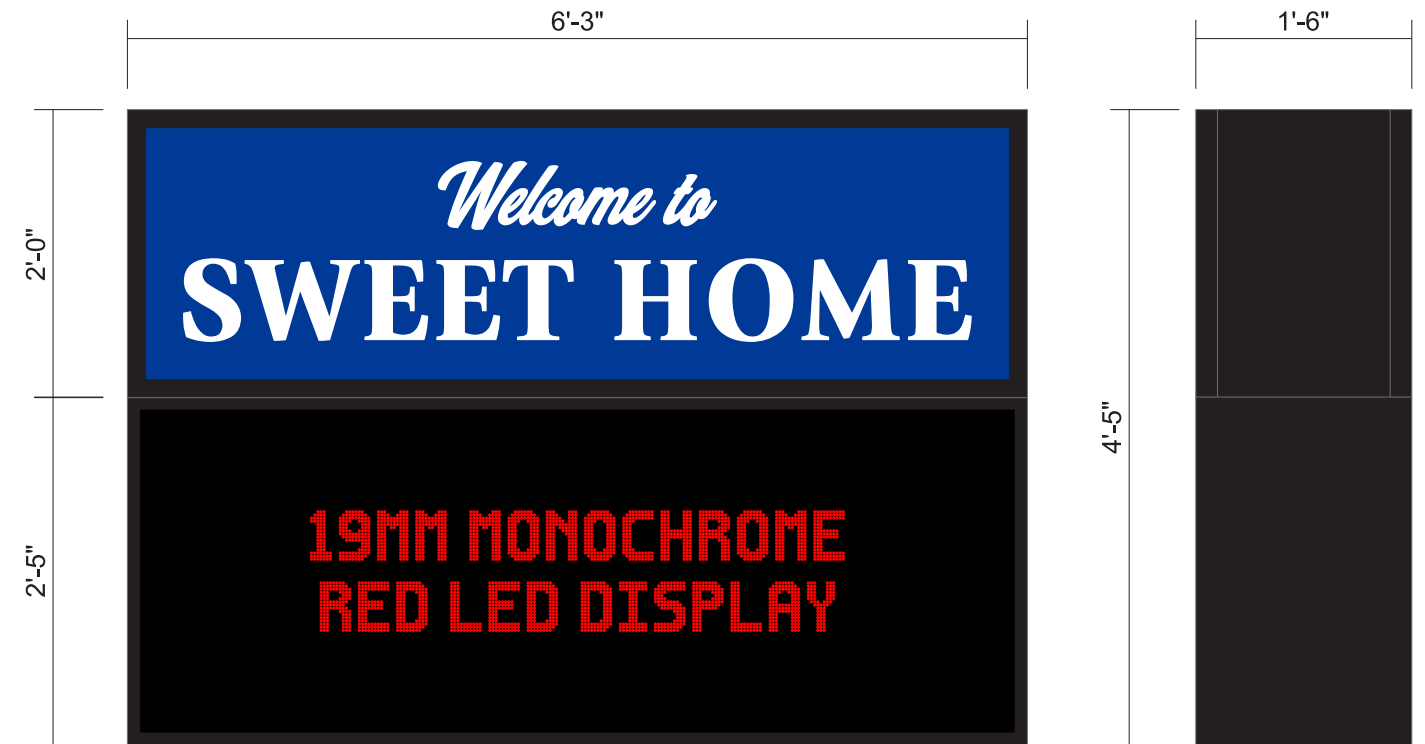
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CUSTOMER INITIALS \_\_\_\_\_

Photo Inlay



Layout  
Scale: 3/4"=1'-0"



Side View

Specifications

- Manufacture & Install (1) D/F LED Display & Internally Illuminated Header Sign
- Fabricated aluminum D/F sign cabinet with 1.5" retainers painted black with LED illumination.
- Lexan faces with translucent 230-157 Cobalt Blue PSV.
- Watchfire 19mm Red LED D/F Display.
- Install sign cabinet & LED display to existing (2) 4" steel poles on rock base.
- Install aluminum filler end panels painted black.
- Verify colors, artwork, LED display, dimensions, installation.

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GRAPHIC PRESENTATION ONLY. PLEASE SEE YOUR REPRESENTATIVE FOR ACTUAL COLOR AND MATERIAL SAMPLES.  
VARIOUS PRINTERS & MONITORS WILL INTERPRET COLORS IN DIFFERENT TONES & SHADES.

REVISIONS:

CLIENT APPROVAL  
INCLUDES COLORS, SPELLING, ARTWORK  
PLEASE INITIAL: | PLEASE DATE:

DRAWING NUMBER: 29368A  
DATE OF ORIGINAL DRAWING: 7.26.19  
SALES: | DESIGN: | PAGE NO:  
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PRESENTATION FOR:  
CITY OF SWEET HOME  
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SWEET HOME, OR

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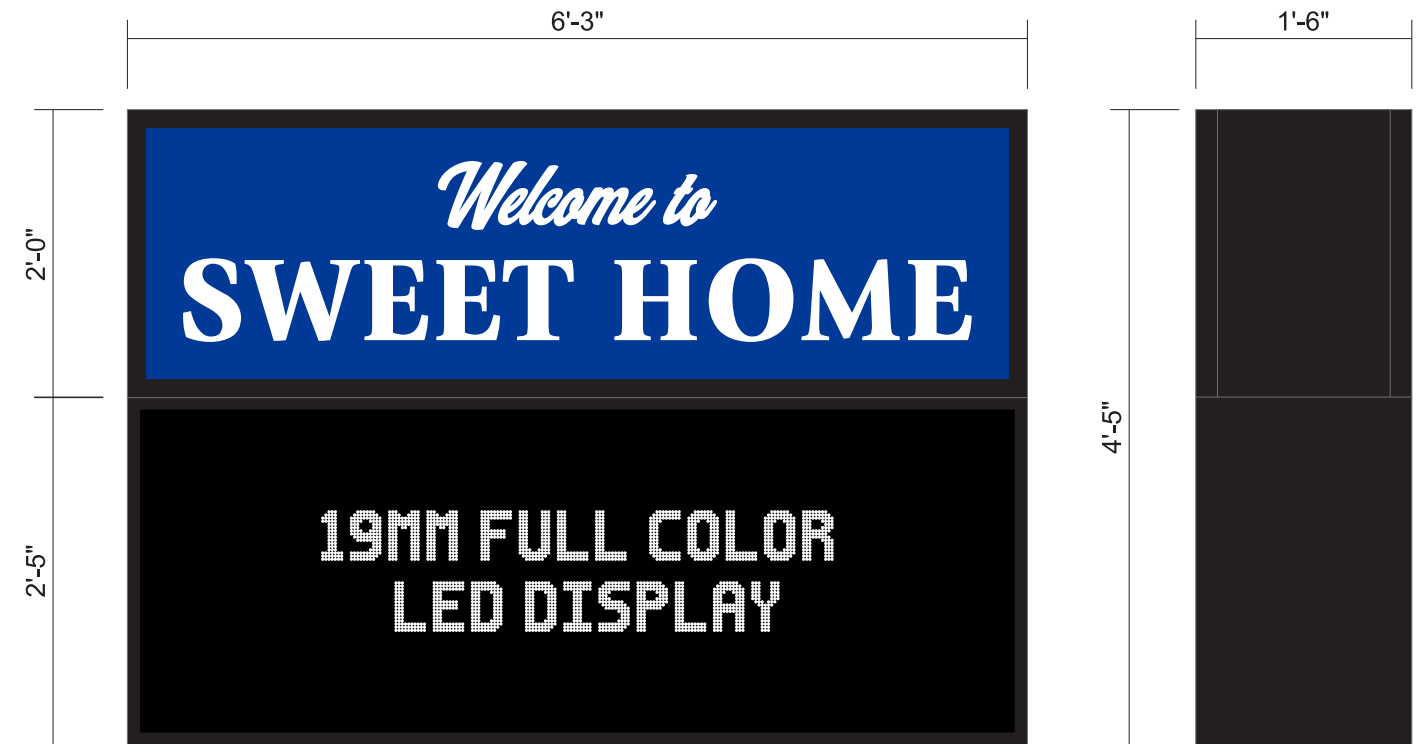


Photo Inlay



Layout  
Scale: 3/4"=1'-0"

Side View



Specifications

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- Fabricated aluminum D/F sign cabinet with 1.5" retainers painted black with LED illumination.
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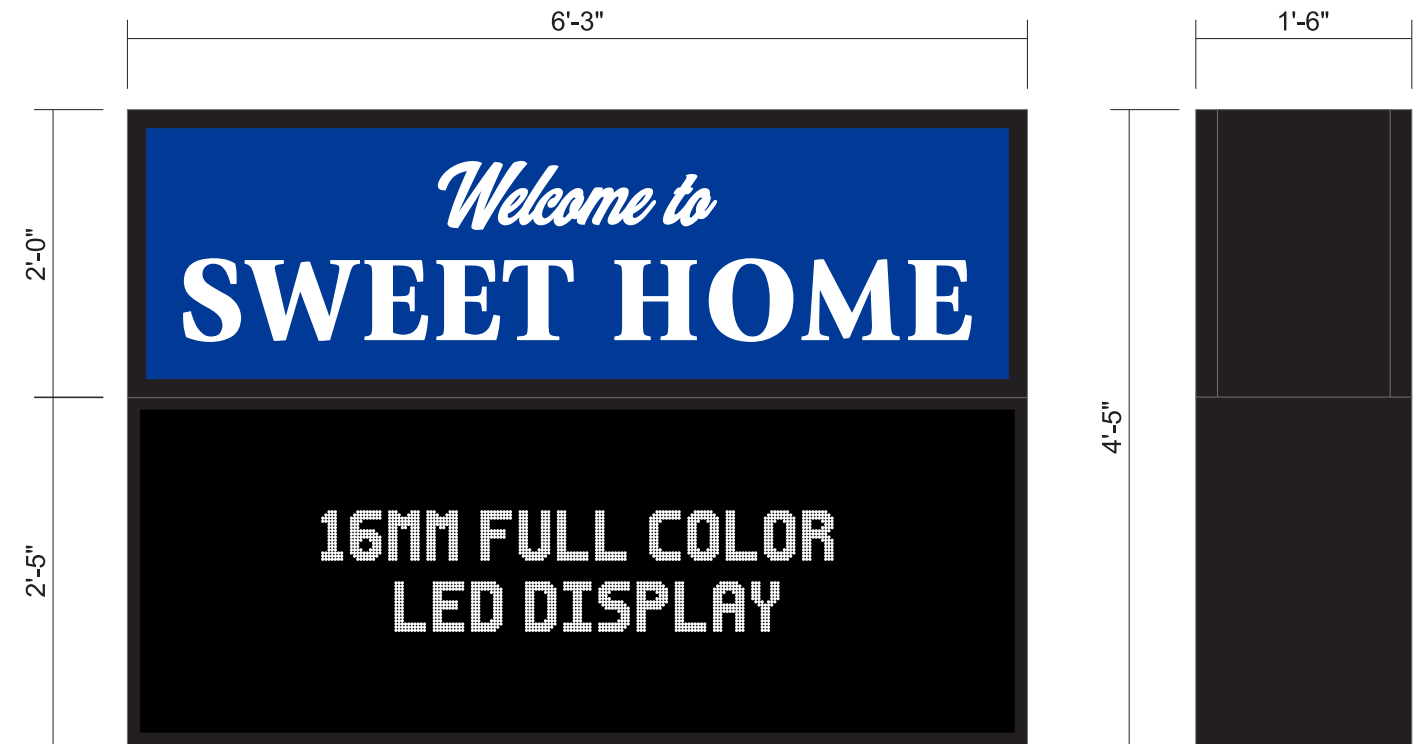


Photo Inlay



Layout  
Scale: 3/4"=1'-0"

Side View



Specifications

- Manufacture & Install (1) D/F LED Display & Internally Illuminated Header Sign
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- Install sign cabinet & LED display to existing (2) 4" steel poles on rock base.
- Install aluminum filler end panels painted black.
- Verify colors, artwork, LED display, dimensions, installation.

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DATE OF ORIGINAL DRAWING: 7.26.19  
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# REQUEST FOR COUNCIL ACTION

<b>PREFERRED AGENDA:</b> August 27, 2019 <b>SUBMITTED BY:</b> Ray Towry, City Manager <b>REVIEWED BY:</b> Ray Towry, City Manager 	<b>TITLE:</b> 2019 Community Development Block Grant  <b>ATTACHMENTS:</b> Resolution No. 24 for 2019  <b>TOWARD COUNCIL GOAL:</b> Goal #3.2: Look for methods to improve community safety, Police, Community Design, etc.	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> MOTION <input type="checkbox"/> OTHER <input type="checkbox"/> Roll Call Vote
<b>RELEVANT CODE/POLICY:</b> SH Financial Policy		

**PURPOSE OF THIS MEMO:**

Seeking passage of a Resolution to meet CDBG requirements to submit an application for the 2019 Community Development Block Grant (CDBG) and contract with Willamette Neighborhood Housing Services as the sub-grantee for housing rehabilitation grants.

**BACKGROUND/CONTEXT:**

The City of Sweet Home has participated in the Linn County Housing Rehabilitation Program (LCHRP) since 2003. The LCHRP collectively administers a housing rehabilitation program serving the communities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sweet Home and Tangent, as well as the unincorporated areas of Linn County. Council approved our submitting on May 28, 2019. The application process requires an updated resolution.

**THE CHALLENGE/PROBLEM:**

Should the City of Sweet Home be the grant sponsor and participate in the Linn County Housing Rehabilitation Program in partnership with Willamette Neighborhood Housing Services?

**STAKEHOLDERS:**

City of Sweet Home Residents. There is a constant need for housing rehabilitation funds and services within the partnership's jurisdiction, including Sweet Home.  
Linn County Residents. There is a constant need for housing rehabilitation funds and services within the partnership's jurisdiction, including Linn County.

**ISSUES & FINANCIAL IMPACTS:**

Internal Capacity –

There will be a minimal amount of City staff time as administration requirements will be performed by Willamette Neighborhood Housing Services through a sub recipient grant agreement.

Securing CDBG funding for the program will provide additional financial assistance to income qualifying households to make safety and habitability improvements to homes such as basic plumbing, electrical, roofing, weatherization and structural repairs.

**ELEMENTS OF A STABLE SOLUTION:**

Council approval of a Resolution allowing City staff to submit an application and contract with Willamette Neighborhood Housing Services as sub-grantee.

**OPTIONS:**

1. Do Nothing.

2. *Approve Resolution No. 24 for 2019 – Authorizing Staff to submit an application for the 2019 CDBG and authorizing the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.*

**RECOMMENDATION: Option #2**

1. *Motion to Approve Resolution No. 24 for 2019 authorizing Staff to submit an application for the 2019 CDBG and authorizing the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.*

RESOLUTION NO. 24 FOR 2019

A RESOLUTION AUTHORIZING STAFF TO SUBMIT AN APPLICATION FOR THE 2019 COMMUNITY DEVELOPMENT BLOCK GRAND AND AUTHORIZES THE CITY MANAGER TO EXECUTE A CONTRACT WITH WILLAMETTE NEIGHBORHOOD HOUSING SERVICES AS SUB-GRANTEE.

**WHEREAS**, The City is a member of the Linn County Housing Rehabilitation Partnership Program in rural Linn County which includes the incorporated cities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sodaville, Sweet Home, Tangent, Waterloo, and all unincorporated areas of Linn County; and

**WHEREAS**, The City is eligible to apply for a 2019 Community Development Block Grant (CDBG) from the Oregon Business Development Department. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes; and

**WHEREAS**, The \$500,000 grant will provide loan funds to approximately 10 households, grant funds to 10-15 households in manufactured home parks and some administration and management fees to operate the program. Willamette Neighborhood Housing Services (WNHS) has operated this program since January 2007.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The Council of the City of Sweet Home herein authorizes the staff to submit an application for the 2019 CDBG and authorizes the City Manager to sign the required documents and contract with Willamette Neighborhood Housing Services as sub-grantee.

**Section 2.** The Council of the City of Sweet Home will accept any CDBG award resulting from this application.

**Section 3.** This Resolution shall be effective immediately upon its passage.

PASSED by the Council and executed by the Mayor this 27 day of August 2019 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

---

Mayor Greg Mahler  
City of Sweet Home, Oregon

ATTEST:

---

City Manager – Ex Officio City Recorder



## LEGISLATIVE COMMITTEE

**City of Sweet Home**  
1140 12<sup>th</sup> Avenue  
Sweet Home, OR 97396  
541-367-5128  
Fax 541-367-5113  
[www.sweethomeor.gov](http://www.sweethomeor.gov)

July 9<sup>th</sup>, clarification was requested on **HB 3137**. (Taken from LOC's Leg Bill Summary)

*Taxes Due After Stay. HB 3137 clarifies the due date of lodging taxes. With this bill, taxes will be due AFTER a stay and not when the stay is booked. Reservations often change, and the industry generally uses the accrual accounting method. The LOC requested this bill.*

**HB 2444:** Directs Department of Education (ODE) to coordinate with Oregon FFA Association to increase student achievement and improve college preparation and career placement for students enrolled in agricultural education courses. (Effective date: July 1, 2019)

Requires 9-12<sup>th</sup> grade students in agricultural education programs also be enrolled in national FFA organization. Requires coordination between ODE and FFA with financial support for leadership and development, host competitive events and conventions for student award programs, and work with the Oregon State Fair to plan FFA participation. Appropriates General Fund dollars to ODE for this. Establishes grant program for summer agricultural programs.

**HB 2949:** Manufactured Structure Exemption Cap Raised (Effective Date: September 29, 2019)

Those who live in manufactured and mobile homes pay personal property taxes based on the assessed value of the home; however, if the assessed value is below a threshold (\$17,000 this year as there is a CPI calculation), the home is exempt. (Value is different in largest counties.) These allowances are intended to keep manufactured housing affordable as housing values rise.

**HB 2001:** Missing Middle Housing (Effective Date: On Passage)

This bill will significantly impact how cities plan and zone for housing. There are two different ways in which the bill impacts city work on housing: requiring more types of units to be allowed by-right in single family residential zones and changing how housing need and how capacity is calculated. It includes technical assistance funds and requires Oregon Department of Land Conservation and Development (DLCD) to create model codes to assist cities with this work. The key components of the legislation are:

### Zoning

- By June 30, 2021, requires all cities outside Metro with a population exceeding 10,000 and less than 25,000 to allow a duplex on any lot or parcel zoned for residential use that allows for development of a single-family dwelling.

- Extensions can be made for areas that do not have sufficient water, sewer, storm drainage, or transportation services (subject to approval by DLCD).

#### Capacity Calculations

- Changes the data that is used for capacity calculations.
- Requires caps on expected capacity for newly rezoned single-family zones.
- Amends factors to be considered for estimates of housing needs.

Other sections of the bill create a new process for approving an alternative process for conversion of single-family residences to triplexes or quadplexes; prevent regulations of accessory dwelling units that require off-street parking or owner-occupancy; and limits deed restrictions on new developments that would prevent middle housing construction.



**Finance Department**

To: City Council  
 Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – July 2019

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city’s annual audit. This department also administers the city’s assessment docket, coordinates employee’s benefits and maintains financial records relating to grants and contracts. The following information represents the department’s activities during the month of **July 2019**.

Accounts Payable:

The Finance Department maintains a weekly schedule for AP disbursements when possible. City departments submit documentation through Springbrook to request payment to vendors. Once the Finance Department has a completed purchase order and invoice/receipt, a check is printed and mailed within seven (7) business days.

For the month of July 2019, 187 checks were printed totaling \$567,573.06. A list of the checks is provided for your review. Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on list).

<b>Check No.</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
89326	Correct Equipment, Inc.	New ultrasonic water meters and software/hardware	\$18,252.75
89427	Dept. of Consumer and Business	Oregon Buildings Dept. fees	\$10,017.88
89457	RJM Equipment Sales, Inc.	Locating equipment for leaking water lines	\$16,872.00
89470	Valley Contractors Supply	New light fixtures at Water Treatment Plant	\$9,010.00

Passports:

Since 2001, the city has been accepting passport applications for the United States Department of State. Travelers can call, stop by city hall or visit the city’s website for information on application requirements.

For the month of July 2019, the city processed 18 passports and took 6 passport pictures.

### Lien Searches:

The city has various liens that can be applied to properties in Sweet Home. The city can apply a lien for past due utility balances or a property owner can place a lien on their property for improvement assessments per ORS. An internet database maintains a list of these liens and is searchable by title companies for paying off outstanding balances during a sale. Each lien search generates \$25.00 for the city.

For the month of July 2019, 49 lien searches were completed.

### Utility Billing:

Utility billing is responsible for the timely reading of water meters in the city and distribution of bills to residents and businesses. The revenue generated from the utility bills covers the costs associated with operating and maintaining the Water Treatment Plant and the Wastewater Treatment Plant as well as the maintenance of the city's distribution and collection systems.

For the month of July 2019, the city processed 228 service requests and saw 15 new customers open accounts in Sweet Home. In total, 40 accounts were opened and 41 were closed. The city processed 3,271 utility billing statements and 979 past due notices. **58 accounts were turned off for non-payment on July 10, 2019.**



# Bank Reconciliation

## Checks by Date

User: bneish  
 Printed: 08/22/2019 - 9:21AM  
 Cleared and Not Cleared Checks



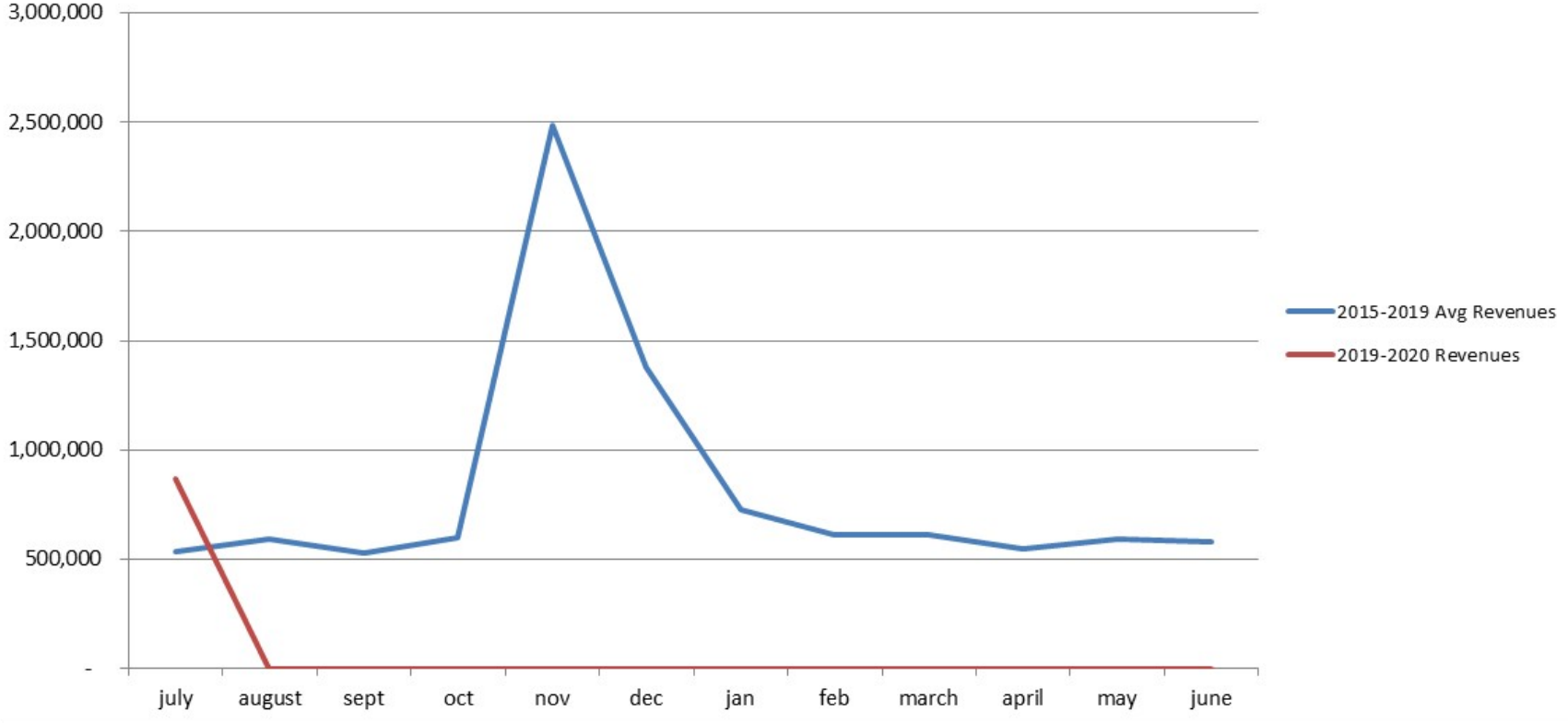
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/2/2019	FICA PAYROLL TAXES		AP		35,090.42
0	7/2/2019	MEDICARE		AP		8,336.94
0	7/2/2019	HSA - PAYROLL DEDUCTIONS		AP		650.00
0	7/2/2019	Vantagepoint Trf. Agents 108524/10904		AP		25,694.93
0	7/2/2019	OREGON PAYROLL TAXES		AP		19,422.81
0	7/2/2019	AFLAC		AP		894.14
0	7/2/2019	NATIONWIDE-PAYROLL DEDUCTIO		AP		850.00
0	7/2/2019	SWEET HOME POLICE EMPLOYEE:		AP		1,360.00
0	7/2/2019	FEDERAL PAYROLL TAXES		AP		25,101.38
0	7/2/2019	Vantagepoint Trf. Agents 705507		AP		658.33
0	7/2/2019	CHILD SUPPORT ACCOUNTING UN		AP		918.00
0	7/2/2019	STANDARD INS. CO.		AP		4,076.73
0	7/2/2019	Vantagepoint Trf. Agents 300619		AP		2,940.00
0	7/2/2019	SWEET HOME COMMUNITY FOUN		AP		224.13
0	7/2/2019	EBS TRUST		AP		81,748.89
0	7/2/2019	FIRST INVESTORS - PAYROLL DED		AP		350.00
0	7/2/2019	ASI-PAYROLL DEDUCTIONS		AP		126.27
0	7/2/2019	PERS		AP		12,242.02
89309	7/2/2019	911 SUPPLY		AP		147.97
89310	7/2/2019	ACCELA, INC. #774375		AP		150.00
89311	7/2/2019	ALSCO		AP		257.32
89312	7/2/2019	Amazon Capital Services, Inc.		AP		166.99
89313	7/2/2019	ARAMARK UNIFORM SERVICES		AP		63.16
89314	7/2/2019	PAMELA BELTRAMINI		AP		33.02
89315	7/2/2019	BENTLEY SYSTEMS, INC.		AP		212.75
89316	7/2/2019	BLACKSTONE PUBLISHING		AP		199.75
89317	7/2/2019	Branding		AP		753.98
89318	7/2/2019	BULLARD LAW		AP		12,295.95
89319	7/2/2019	BULLFROG ENTERPRISES		AP		150.00
89320	7/2/2019	Canon Financial Services, Inc.		AP		417.01
89321	7/2/2019	Cascade Timber Consulting, Inc.		AP		153.48
89322	7/2/2019	CENTER POINT LARGE PRINT		AP		175.56
89323	7/2/2019	COMCAST		AP		166.55
89324	7/2/2019	COMCAST BUSINESS		AP		1,663.93
89325	7/2/2019	DAVID M. COREY Ph.D		AP		420.00
89326	7/2/2019	Correct Equipment, Inc.		AP		18,252.75
89327	7/2/2019	CUB ALBANY PRINTING		AP		104.00
89328	7/2/2019	DAN DEE SALES		AP		323.00
89329	7/2/2019	DAY MANAGEMENT CORPORATIO		AP		186.64
89330	7/2/2019	FASTENAL COMPANY		AP		254.99
89331	7/2/2019	FERGUSON WATERWORKS #3011 -		AP		194.23
89332	7/2/2019	FFA Architecture and Interiors, Inc.		AP		1,643.30
89333	7/2/2019	FRANK PRINTING, LLC		AP		430.20
89334	7/2/2019	LISA GOURLEY		AP		436.82
89335	7/2/2019	INGRAM LIBRARY SERVICES		AP		353.81
89336	7/2/2019	JUNIOR LIBRARY GUILD		AP		106.55

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89337	7/2/2019	KIP AMERICA, INC.		AP		240.00
89338	7/2/2019	Les and Bobs Sports and Apparel, Inc.		AP		381.00
89339	7/2/2019	Les Schwab Tire Centers of Portland, In		AP		113.96
89340	7/2/2019	Library Ideas, LLC		AP		669.10
89341	7/2/2019	LINN BENTON TRACTOR CO.		AP		303.81
89342	7/2/2019	METEREADERS, LLC		AP		1,946.07
89343	7/2/2019	CAROLYN MOFFET		AP		6.99
89344	7/2/2019	MOONLIGHT BPO, INC.		AP		671.03
89345	7/2/2019	MURRAYSMITH, INC.		AP		8,109.00
89346	7/2/2019	TARA NAGELHOUT		AP		34.56
89347	7/2/2019	NEW ERA		AP		443.63
89348	7/2/2019	NORTHWEST NATURAL		AP		192.35
89349	7/2/2019	Nutrien Ag Solutions, Inc.		AP		2,905.56
89350	7/2/2019	OFFICE DEPOT		AP		165.71
89351	7/2/2019	O'REILLY AUTOMOTIVE, INC.		AP		3.87
89352	7/2/2019	PASTEGA COFFEE SERVICE		AP		122.60
89353	7/2/2019	PETROCARD		AP		3,082.70
89354	7/2/2019	Pro Force Law Enforcement		AP		137.68
89355	7/2/2019	PROFESSIONAL SECURITY ALARM		AP		1,254.50
89356	7/2/2019	JAMES SLATER ROTH		AP		105.04
89357	7/2/2019	SAMARITAN HEALTH SERVICES, II		AP		150.00
89358	7/2/2019	SANTIAM FEED & GARDEN CENTE		AP		14.99
89359	7/2/2019	SHAMROCK SUPPLY COMPANY, IN		AP		29.00
89360	7/2/2019	SIERRA SPRINGS		AP		96.98
89361	7/2/2019	SOUTH FORK TRADING CO., INC.		AP		23.60
89362	7/2/2019	STEVEN STAFFORD		AP		13.62
89363	7/2/2019	STAPLES ADVANTAGE		AP		1,398.12
89364	7/2/2019	STATE OF OREGON		AP		40.00
89365	7/2/2019	SWANK MOTION PICTURES		AP		378.00
89366	7/2/2019	SWEET HOME HIGH SCHOOL - DES		AP		50.00
89367	7/2/2019	SYNCB/AMAZON		AP		2,387.79
89368	7/2/2019	THE BUILDING DEPARTMENT, LLC		AP		4,728.80
89369	7/2/2019	NICKALAUUS TURNER		AP		63.62
89370	7/2/2019	Wells Fargo		AP		35.00
89371	7/2/2019	WELLS FARGO FINANCIAL LEASIN		AP		734.00
89372	7/2/2019	WILBUR-ELLIS COMPANY LLC		AP		42.25
89373	7/2/2019	Z & L ENTERPRISES, LLC		AP		236.40
89374	7/2/2019	OREGON AFSCME COUNCIL 75		AP		903.36
89375	7/2/2019	PROFESSIONAL CREDIT SERVICE		AP		321.96
89376	7/2/2019	STEELHEAD STRENGTH & FITNES		AP		652.80
89377	7/2/2019	UNITED WAY		AP		50.00
0	7/5/2019	UMPQUA BANK - ACH		AP		4,385.42
0	7/5/2019	Cardmember Services		AP		3,677.10
89380	7/9/2019	JORDAN BURROUGHS		AP		35.22
89381	7/9/2019	Eugene Science Center		AP		122.00
89382	7/9/2019	KEVIN GONZALEZ		AP		78.40
89383	7/9/2019	RHONDA GRAJIOLA		AP		71.92
89384	7/9/2019	INGRAM LIBRARY SERVICES		AP		296.08
89385	7/9/2019	KB & D Productions, Inc.		AP		495.00
89386	7/9/2019	RAELYNN LINGENFELTER		AP		69.78
89387	7/9/2019	MOONLIGHT BPO, INC.		AP		2,281.13
89388	7/9/2019	BRANDON NEISH		AP		29.00
89389	7/9/2019	PETROCARD		AP		2,371.15
89390	7/9/2019	PETTY CASH - MUNICIPAL COURT		AP		575.00
89391	7/9/2019	TAMARA SCHIEDLER		AP		84.89
89392	7/9/2019	SWANK MOTION PICTURES		AP		423.00

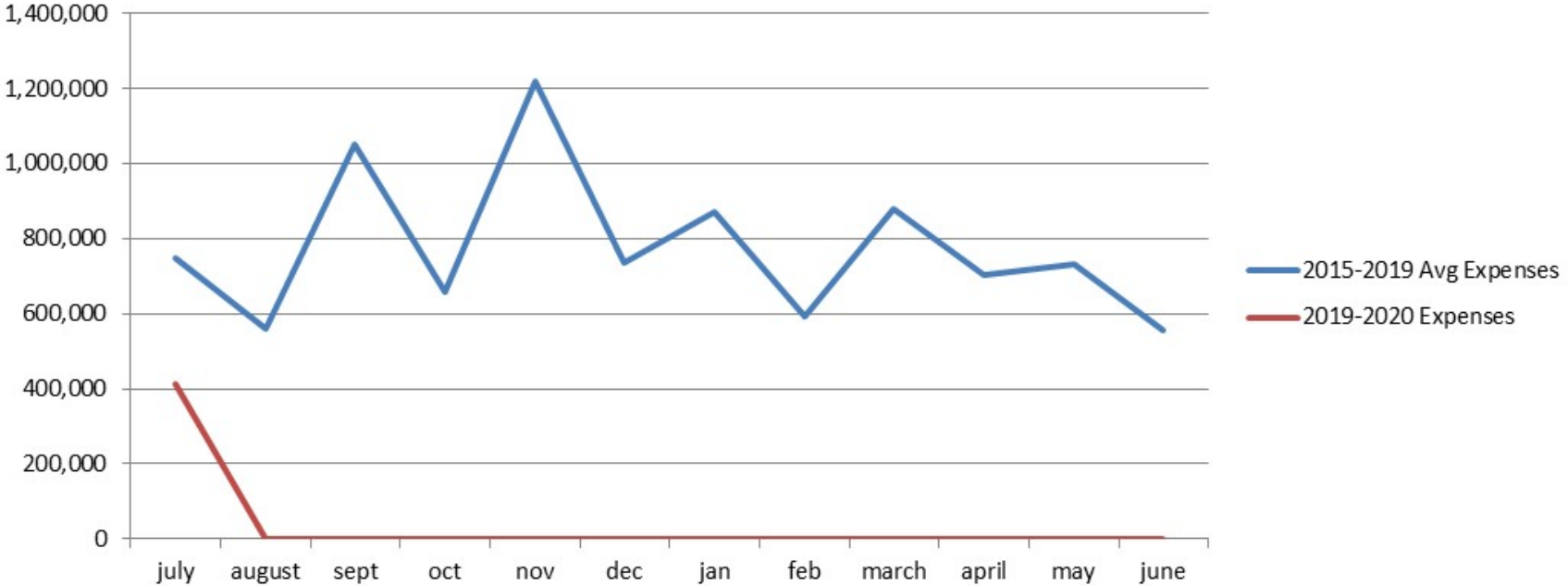
Check No	Check Date	Name	Comment	Module	Clear Date	Amount
89393	7/9/2019	Sweet Home Veterinary Hospital		AP		2,300.00
89394	7/9/2019	LOYD THURMAN		AP		54.66
89395	7/9/2019	VERIZON WIRELESS		AP		1,557.28
89396	7/12/2019	ACCELA, INC. #774375		AP		1,647.00
89397	7/12/2019	Amazon Capital Services, Inc.		AP		28.23
89398	7/12/2019	Audio Video Design Group LLC		AP		1,500.00
89399	7/12/2019	BI-MART CORPORATION		AP		9.99
89400	7/12/2019	BUCK'S SANITARY SERVICE, INC.		AP		98.00
89401	7/12/2019	BULLFROG ENTERPRISES		AP		700.00
89402	7/12/2019	CENTURYLINK		AP		1,458.59
89403	7/12/2019	COMCAST		AP		86.90
89404	7/12/2019	COMCAST BUSINESS		AP		867.79
89405	7/12/2019	GROVE, MUELLER & SWANK, INC.		AP		8,800.00
89406	7/12/2019	LINN COUNTY RECORDER		AP		95.00
89407	7/12/2019	LINN COUNTY TAX COLLECTOR		AP		3,020.40
89408	7/12/2019	NATIONAL PHOTOCOPY CORPORA		AP		821.99
89409	7/12/2019	NEOFUNDS BY NEOPOST		AP		1,000.00
89410	7/12/2019	NET ASSETS		AP		569.00
89411	7/12/2019	PACIFIC POWER		AP		20,118.35
89412	7/12/2019	PETTY CASH - FINANCE OFFICE		AP		36.40
89413	7/12/2019	PROFESSIONAL SECURITY ALARM		AP		3,504.00
89414	7/12/2019	SAIF CORPORATION		AP		75.00
89415	7/12/2019	ROBERT STRATMAN		AP		1,247.25
89416	7/12/2019	SUNSHINE INDUSTRIES UNLIMITE		AP		1,300.00
89417	7/12/2019	SWANK MOTION PICTURES		AP		283.00
89418	7/12/2019	TWGW, INC. NAPA AUTO PARTS		AP		23.56
89419	7/12/2019	WELLS FARGO FINANCIAL LEASIN		AP		49.00
89420	7/15/2019	SAIF CORPORATION		AP		66,611.00
0	7/17/2019	ALEXANDRA MCDONALD		AP		12.00
89421	7/17/2019	ARAMARK UNIFORM SERVICES		AP		63.16
89422	7/17/2019	Canon Financial Services, Inc.		AP		458.71
89423	7/17/2019	CIRCLE K		AP		20.00
89424	7/17/2019	COMCAST		AP		633.98
89425	7/17/2019	DAN DEE SALES		AP		856.99
89426	7/17/2019	DEMCO		AP		265.50
89427	7/17/2019	DEPT. OF CONSUMER AND BUSINI		AP		10,017.88
89428	7/17/2019	PATRICK DUNCAN		AP		55.72
89429	7/17/2019	EBSCO Industries, Inc.		AP		8.98
89430	7/17/2019	Edge Analytical, Inc.		AP		335.00
89431	7/17/2019	EQUINOX SOFTWARE, INC.		AP		1,000.00
89432	7/17/2019	JULIE FISHER		AP		15.00
89433	7/17/2019	GIDEON FREUDMANN		AP		500.00
89434	7/17/2019	GATEWAY IMPRINTS, INC.		AP		43.50
89435	7/17/2019	GBC Construction, LLC		AP		53,056.41
89436	7/17/2019	Grainger, Inc.		AP		73.90
89437	7/17/2019	HAL'S DELIVERY SERVICE		AP		1,667.25
89438	7/17/2019	ASHLEI HAND		AP		50.33
89439	7/17/2019	Desi Housley		AP		70.00
89440	7/17/2019	HOY'S TRUE VALUE		AP		391.78
89441	7/17/2019	JOHN DEERE FINANCIAL		AP		247.97
89442	7/17/2019	LIBERTY ROCK PRODUCTS, INC.		AP		623.35
89443	7/17/2019	Linn County Road Department		AP		35.00
89444	7/17/2019	CHAYHOWA MCELHINNY		AP		35.00
89445	7/17/2019	MURRAYSMITH, INC.		AP		6,711.50
89446	7/17/2019	NATIONAL PHOTOCOPY CORPORA		AP		34.41
89447	7/17/2019	NEW ERA		AP		4,289.12



### 6 YEARS OF REVENUES BY MONTH



### 6 YEARS OF EXPENSES BY MONTH





SWEET HOME POLICE DEPARTMENT  
 CHIEF OF POLICE  
 1950 Main Street  
 Sweet Home, OR 97386  
 (541) 367-5181 Fax (541) 367-5235

	07/31/2019	07/31/2018	% Change
<b>Call Volume:</b>	<b>2019-04942</b>	<b>2018-05605</b>	<b>-11.83%</b>
<b>CAD Calls:</b>	<b>10206</b>	<b>10641</b>	<b>-4.09%</b>
<b>ONIBR Person Crimes</b>	<b>107</b>	<b>104</b>	<b>2.88%</b>
<b>ONIBR Person Crimes Cleared:</b>	<b>68</b>	<b>69</b>	
<b>ONIBR Property Crimes:</b>	<b>235</b>	<b>392</b>	<b>-40.05%</b>
<b>ONIBR Property Crimes Cleared:</b>	<b>57</b>	<b>133</b>	

**Jamboree statistics** – From the perspective of the Sweet Home Police Department, the Oregon Jamboree was a complete success. Illegal activity and the SHPD call load was down from previous years. We experienced a reduction in calls and arrests even with the larger crowds. Attached is a breakdown of calls for service and arrests during the previous four (4) years of the Oregon Jamboree weekend. We are working with the Sweet Home Fire and Ambulance District to improve our emergency response and preparedness for next year. Some of the changes and improvements may involve moving the Police Command to a better position as well as co-locating police, fire and crowd management in nearby locations.

**Detective position** – We have reached a point in our staffing where we have been able to fill our second Detective position. On Monday (08/19/19) Officer Keenan Martin started his Temporary Duty Assignment in Detectives. His primary role will be to assist patrol officers with their investigations. The investigations that he is assigned to will be based on their priority, with Child Abuse and other person crimes being most urgent. This added Detective position will alleviate some of the workload from Detective Pichardo. Detective Pichardo should now be freed up to focus on narcotics crimes and activities within Sweet Home and the surrounding area.

**DUII regional/department training** – On 08/19/19 and 08/20/19 the Sweet Home Police Department hosted a regional training sponsored by the Department of Public Safety and Standards Training (DPSST). The training was a “refresher” course in DUII investigations. All of our patrol officers attended the training.

**Person Crimes are defined as:**

	July 2019	July 2018
<b>Assault</b>	<b>9</b>	<b>4</b>
<b>Child Neglect</b>	<b>0</b>	<b>0</b>
<b>Criminal Homicide</b>	<b>0</b>	<b>0</b>
<b>Custodial Interference</b>	<b>1</b>	<b>0</b>
<b>Elder Abuse</b>	<b>0</b>	<b>0</b>
<b>Forcible Rape</b>	<b>0</b>	<b>0</b>
<b>Harassment</b>	<b>6</b>	<b>6</b>
<b>Kidnapping</b>	<b>0</b>	<b>0</b>
<b>Menacing</b>	<b>1</b>	<b>2</b>
<b>Other Sex Offense</b>	<b>0</b>	<b>0</b>
<b>Violation Restraining Order</b>	<b>4</b>	<b>2</b>

**Property Crimes are defined as:**

	July 2019	July 2018
<b>Arson</b>	<b>0</b>	<b>0</b>
<b>Burglary</b>	<b>4</b>	<b>1</b>
<b>Criminal Mischief</b>	<b>7</b>	<b>5</b>
<b>Forgery</b>	<b>1</b>	<b>1</b>
<b>Fraud</b>	<b>2</b>	<b>4</b>
<b>Motor Vehicle Theft</b>	<b>1</b>	<b>1</b>
<b>Reckless Burning</b>	<b>0</b>	<b>0</b>
<b>Recovered Stolen</b>	<b>1</b>	<b>0</b>
<b>Robbery</b>	<b>0</b>	<b>1</b>
<b>Theft</b>	<b>34</b>	<b>54</b>



OREGON JAMBOREE STATISTICS

CALLS FOR SERVICE THURS THRU MON	JAM RELATED				CITY WIDE			
	2019	2018	2017	2016	2019	2018	2017	2016
AGENCY ASSIST					10	13	12	9
ALARM			1	1	2	2	9	7
AMBULANCE ASSIST		1			1	1	1	3
ANIMAL	2	1		1	11	9	16	16
ANIMAL-WILDLIFE						1	2	
ASSAULT 4						0	1	1
BURGLARY						1	0	1
CITY CODE VIOLATIONS							5	2
CIVIL					1	3	2	1
CUSTODIAL INTERFERENCE								1
CRIMINAL MISCHIEF					1	4	4	5
CRIMINAL TRESPASS				2	2	1	1	5
CURFEW						1		
DEATH INVESTIGATION					2		1	
DETOX							2	
DISORDERLY CONDUCT	1							
DISTURBANCE	5	1	7	6	18	6	26	21
DRUG INFORMATION							1	
DUII				1		1	1	3
EXCLUSION-CITY PROPERTY						1		
FINGERPRINTS						3	3	
FIRE ASSIST							1	
FLEEING OR ATTEMPT TO ELUDE						1		
HARASSMENT			1			3	2	2
HAZARD	1				2	1		1
HERION POSSESSION					3		1	
HIT AND RUN PROP DAMAGE	2	1		1	1	1	1	3
ILLEGAL BURN							1	

OREGON JAMBOREE STATISTICS

IMPOUND									2
INFORMATION	1	1	3	3	17	16	25		11
JUVENILE		1			3	6	2		4
LICENSING							1		
MENACING									1
MENTAL							2		
METH POSSESSION				1	1	1			1
MINOR IN POSSESSION OF ALCOHOL			1	9			1		9
MINOR IN POSSESSION OF TOBACCO						1			
MOTOR VEHICLE CRASH	1		1	1	3	2	6		5
NEIGHBORHOOD DISPUTE						2			
PARKING			2	7			4		10
PLACE OFFENSIVE SUBSTANCE WATERWAY						1			
POLICE OFFICER HOLD						1			
PROPERTY	2	4	3	5	10	12	16		17
PUBLIC ASSIST	1	2	2	2	8	9	19		8
REGISTRATION SEX OFFENDER					1	1	3		1
RESISTING ARREST							1		
RESTRAINING ORDER VIOLATION							1		2
RUNAWAY JUVENILE							1		1
SEX OFFENSE	1			1	1				1
SUICIDE ATTEMPT							1		1
SUSPICIOUS ACTIVITY	5	3	10	6	29	22	37		26
THEFT	2	6	6	2	6	6	10		11
TRAFFIC	1				17	17	15		17
TRESPASS WARNING	4	2	1			5	6		2
UNLAWFUL ENTRY IN MOTOR VEHICLE			2		1	1	3		
UNLAWFUL USE OF MOTOR VEHICLE						1	3		
UNSECURE PREMISE							1		1
VIOLATION CITY ORDINANCE	6	1	1		9	7	9		5

OREGON JAMBOREE STATISTICS

WARRANT ARREST					6	9	9	9
WEAPON OFFENSE					1			
<b>TOTAL</b>	<b>35</b>	<b>24</b>	<b>41</b>	<b>49</b>	<b>167</b>	<b>173</b>	<b>269</b>	<b>226</b>

JAMBOREE WEEKEND ARRESTS

ARREST CHARGES THURS-MON	CITY WIDE			
	2019	2018	2017	2016
ASSAULT			2	
BURGLARY				1
CRIMINAL MISCHIEF				1
CRIMINAL TRESPASS	1	1	1	3
CURFEW		1	2	
DETOX			2	
DISORDERLY CONDUCT	1	2		1
DRIVE UNDER INFLUENCE		2	1	2
FAIL REGISTER AS SEX OFFENDER		1		
FALSE INFO		2		1
FLEEING OR ATTEMPT TO ELUDE		1	1	
FRAUD		4		
HARASSMENT		2	1	1
HERION POSSESSION	1		1	
INTEREFERE WITH POLICE OFFICER			1	
METH POSSESSION	4	1	2	3
MINOR IN POSSESSION OF ALCOHOL		1		5
MINOR IN POSSESSION OF TOBACCO		1		1
POLICE OFFICER HOLD		1	1	3
RECKLESS ENDANGER			1	
RESISTING		1	1	
RESTRAINING ORDER VIOLATION				1
THEFT		2		2
TRAFFIC OFFENSE		2	1	5
UNAUTHORIZED USE OF MOTOR VEHICLE		3		
WARRANT ARREST	18	20	21	7
<b>TOTAL</b>	<b>25</b>	<b>48</b>	<b>37</b>	<b>37</b>



**City of Sweet Home**  
1950 Main Street  
Sweet Home, OR 97386  
541-367-5181  
Fax 541-367-5235  
www.sweethomeor.gov  
shpd@sweethomeor.gov

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## Sweet Home Police Department

Date: August 20<sup>th</sup>, 2019  
To: City Manager Ray Towry  
From: Chief Jeff Lynn  
Re: Downtown Traffic Enforcement

I understand that questions and concerns continue to arise over the flow of traffic in Sweet Home's downtown corridor. Most of the concerns revolve around the speed of vehicles on Main Street. I know that we have had several discussions about what SHPD's response will be regarding these concerns and I wanted to take this opportunity to explain what our approach will be. Our response will be broken down into three phases: public education, data collection and enforcement. Each of these phases will be discussed below.

Public education and information will continue through our initial response to these concerns. Prior to the start of the data collection, public service announcements will be sent out. I will work closely with Lagea in crafting the information going out. It should be a multi-faceted approach to include web presence, social media, news articles and possibly some info videos. The hope is to raise awareness of the concerns and to provide notice that additional enforcement is on the way. The public education will continue during the data collection and enforcement phases.

Data collection can play a significant role in determining the validity of the traffic speed concerns and our Department's response. Because of our limited resources, identifying the problem areas in the downtown corridor will allow us to focus our enforcement efforts. Our Department, particularly Sgt. Van Eck, has worked closely with the Public Works Department and six TC-400 Portable Radar Speed Signs from Radar Signs have been ordered. They will allow for the gathering of vital traffic information such as speed and volume that will help us determine the best response. These signs are moveable and will be able to be relocated as needs arise.



11" high  
super bright  
amber LEDs

Quick Mount  
GoBracket



Lightweight with  
easy carry handle

Field exchangeable  
battery packs



Installs  
in minutes

Initially, four signs will be placed in the downtown area. During the first 2 – 4 weeks of the signs being placed, the digital readout function on the signs will not be activated. Even though the

digital readouts are not displayed, the signs will be collecting data. After an appropriate sample size of traffic flow, the digital readouts will be turned on. Again, data will continue to be collected and we hope to have some indication on how effective the signs themselves are at controlling traffic speeds. We will again gather data for a similar amount of time as mentioned above, 2 – 4 weeks. The data collected will be reviewed and forwarded to yourself, the Council and the community as part of our public education efforts.

After the predetermined amount of data has been collected and reviewed, a significant increase in traffic enforcement is planned. Our goal is to assign an officer(s) to traffic enforcement duties. Obviously staffing levels will dictate how often an officer(s) can assume the traffic enforcement position. As part of the enforcement phase, Sgt. Wingo has recommended that we employ a motorcycle traffic enforcement position. I have attached a brief memo from Sgt. Wingo outlining the basics of the motorcycle position. The cost would be minimal, and it would allow for easier, quicker mobility in the downtown area. Also, it provides another opportunity for an interested officer.

I anticipate that the traffic data that is collected will drive this response. I look forward to talking to you about our response further.



August 16, 2019

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

Re: Turner Classic Movies Moving to Sports Entertainment Package

Dear Ray,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective October 10, 2019, Turner Classic Movies (TCM) will move to the Sports Entertainment Package and will no longer be included in its current service package(s). We are notifying impacted customers of these changes through a bill message.

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

Sincerely,

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