

**City of Rainier
Regular City Council Meeting
July 12, 2021
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the Regular Council Meeting to order at 6 p.m.

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Mike Kreger, Levi Richardson, Brenda Tschida and Jenna Weaver

Council Absent: None

City Attorney Present: No

City Staff Present: Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

Flag Salute

Additions/Deletions from the Agenda: Councilor Brenda Tschida requested that item c under New Business be called Feed the Community. Cole noted the change. Public Works Director Sue Lawrence said she wanted to add water line bid for the D Street Loop project to new business. Cole said it can be added as item j. Council President Mike Kreger moved to add the water line bid for the D Street Loop project to new business. That motion was seconded by Tschida and adopted unanimously.

Mayor's Address: Cole, acting as one of the chairs of Rainier Days, presented plaques of recognition to Lawrence for the public works department's contributions to the event, and to City Administrator W. Scott Jorgensen for city staff's efforts to make it a success. A banner had been draped over a horse in the parade to honor former police chief Ralph Painter. Its owner wanted to donate it to the city. Cole hung it on a chair in the council chambers.

Visitor Comments: There were no visitor comments at this time.

Consider Approval of the Consent Agenda:

Consider Approval of the June 7, 2021 Regular Council Meeting Minutes—Kreger moved to approve the consent agenda. That motion was seconded by Councilor Jenna Weaver and adopted unanimously.

Unfinished Business

- a. Riverfront Trail Update-Jorgensen announced that the city has been

- awarded a grant of \$84,715 by the Cowlitz-Wahkiakum Council of Governments to fund the project's third phase. Kreger moved to accept the grant award. That motion was seconded by Councilor Scott Cooper and adopted unanimously. Cole said he's excited that the park will be connected to downtown via the trail. People are using the trail and love it.
- b. Fox Creek Update-Jorgensen said that before the legislature adjourned, it passed House Bill 5006. That bill was the legislature's disbursement of federal American Rescue Plan Act funds. He had worked with Rep. Brad Witt's office to include \$100,000 for the Fox Creek feasibility study in the bill. It is now awaiting the governor's signature.
 - c. Senior and Multigenerational Housing-Councilor Connie Budge suggested the formation of the committee be added to the council agenda for August or September. Cole said the positions could be advertised in August and the committee could start meeting in September. Jorgensen said three duplexes are being constructed on a property next to the riverfront condos. The property on the other side has been purchased. It's his understanding that a single family home is planned for the site.
 - d. Nuisance House at 516 East E Street-Jorgensen said he included Chapter 15.15 of the city's code in the council packet for reference. The city has already gone through several of the processes outlined in it, including mailing notice to the owner, publishing and posting notices and holding a public hearing. Section 15.15.060(c) states that if council determines the building to be dangerous, which council has, it may by resolution order the building to be made safe and prescribe what must be done to make it safe. He's been in contact with the attorney representing the property owner and the owner's son. The attorney wasn't able to attend tonight's meeting and the son wasn't in attendance either. Jorgensen had hoped the attorney would be there so council could direct him to work with the attorney to draft the resolution. Council agreed by consensus that the property should be abated by the start of the next rain season. Cole suggested that a resolution be drafted to abate the nuisance by the end of September. Council agreed by consensus. Cole said the city can hire a contractor to demolish the house and place a lien on the property. Council agreed by consensus.
 - e. Reimbursement Request for Tree Removal on Maple Drive-Budge moved to remove this item from the unfinished business portion of the agenda. That motion was seconded by Cooper and adopted unanimously.
 - f. Second Reading of Ordinance 1079—Repeal RV Park Ordinance-Kreger moved to approve the ordinance. That motion was seconded by Tschida and adopted unanimously.
 - g. Geotech Study Bids-Lawrence said she tried to get three bids. One

- refused the bid because it was too big of a project for their firm. Another bid didn't cover all of the areas that the city needs and the limitations were considerable. Budge said she didn't feel that bid fit the requirements the city has to have. It also leaves an open door for the firm to charge the city \$160 per hour. That could add up to more than the other bid. Cooper asked about the pros and cons of the two bids received. Lawrence said the one from West Yost is adequate, appropriate and will give the city more information to fix the problem and deal with the sewer line. Kreger agreed with Budge. He's concerned about the limitations on one of the bids and the statements that the firm wouldn't be held accountable. Cole agreed that the bid from West Yost was better. Budge moved to accept the bid from West Yost. That motion was seconded by Kreger. Councilor Robert duPlessis asked if the bid from West Yost included work that was already done. Lawrence confirmed that it did. There was \$9,000 worth of work already done on this study. Cole said his intent was to get multiple bids. duPlessis said it's good to compare to see if the original bid was out of line. The motion passed unanimously.
- h. Speed Humps on C Street-Cole said council wanted to look at alternatives to the stop sign that was installed. Lawrence said that a study she sent to council found 85 percent speed limit compliance through the use of speed humps spaced 500 feet apart. That section of street would need three of them. Cooper asked if traffic cameras would be worth looking into. Police Chief Gregg Griffith said the state hasn't authorized cities of this size to use them. Kreger said speed humps are a good option. duPlessis asked about the differences between pre-manufactured humps versus using asphalt. Lawrence said the difference in cost is \$1,000 but she's not sure how long the manufactured ones would last. Cole asked Kreger what he would like to see, since it's his neighborhood. Kreger said asphalt. Cole asked if public works staff would be able to do the installation. Lawrence said they probably could, but the city doesn't have the necessary equipment. The speed humps would be \$3594 for all three and would involve less staff time. She could try to add the job to another project. That may be a better option for the city. A contractor would have the tools. duPlessis said that approach would lower mobilization costs. Tschida asked if there had been more complaints about the stop sign. Cole said he gets them in passing. People have been running it. Kreger agreed. People don't come to a complete stop there. Kreger said he would prefer asphalt over manufactured. Cole agreed. Lawrence said she could get a bid. Cole said he favored speed humps, they would slow traffic.

New Business

- a. Hudson Garbage Rate Increase Request-Hudson District Manager josh

Brown said the county recently approved a 2.6 percent price increase for the use of its transfer station. Hudson is also facing increased costs for labor, materials and fuel. The company is requesting a 2.6 percent rate increase for its Rainier customers. That's lower than the consumer price index, which is 4.8 percent. Cole said a customer using a single trash can once a week would see an increase of 66 cents per month, or \$7.92 per year. Cooper moved to accept the proposed rate increase. That motion was seconded by Kreger. Councilor Levi Richardson said the proposed increase was minimal. Jan Rich asked when it would take effect. Brown said he would prefer July 1. Cole said he would like it to start with the next cycle, August 1. Council agreed by consensus. The motion passed unanimously.

- b. Senior Center Request-Rich is requesting the use of property the city owns to do an expansion to add a walk-in freezer. She's applying for a grant to cover the expenses and isn't asking the city for any funding. Kreger has been helping with the projects. She proposes putting the freezer near the back door. The rhododendrons would have to be removed and concrete slabs added. The freezer would be eight by twelve feet. It would eliminate the need for the five freezers the senior center has now. There's no extra space inside the building without eliminating other items. The center has had to turn down food from the food bank and can't take advantage of some sales because there's not enough space. Removing the current freezers would add room. An engineering survey would have to be done and she's been in touch with an engineer. Cooper asked about security concerns. Rich said there will be a keypad lock and she would like to put a fence on three sides. They've thought about having a partial roof but won't need to change the building. Kreger moved to allow the request. That motion was seconded by Tschida and adopted unanimously.
- c. Ladies of Rainier Feed the Community Park Use Request-Tschida said the organization is a 501C3. There are young women in the community who want help with food. The idea is to serve food in the park once a month. It wouldn't be income restricted and isn't aimed at the homeless because they have resources in Longview. Single mothers aren't getting enough food. The group is working with the food bank and HOPE and would make sure to clean up the park after the event. Weaver said it could be beneficial to have another organization providing this kind of service. Cole asked if other locations have been considered. Tschida said they have. Weaver suggested allowing the group to use the park once to see how it goes. Sloan Nelson said he was concerned that this may pull away from other local nonprofit organizations. Another concern is that the Belly Brigade in Longview feeds the homeless. He's seen problems result from it, including more garbage. How would the success of this be measured? He doesn't want a migration of homeless from Longview. Tschida reiterated that she didn't think that would be the case because the homeless in Longview have access to resources

there. Nelson said the migration is already happening. Longview has a huge problem and he doesn't want it in Rainier. Cole said Longview has a problem with homeless at its parks and city hall. He's not sure the park is the right place for this. He wants moms to be able to take their kids to the park. Cole decided to bring this to council because people in the community are worried about feeding the homeless there. Cooper said he received several calls about it earlier in the day. Cole said he heard about it all weekend during Rainier Days. There are valid concerns in the community. duPlessis said he had people ask him about it too. They want to know what happens if the homeless don't leave after the event. Kreger said he's been homeless twice in the past. But he knows what it took to deal with that issue in the past. It caused problems and they wouldn't leave. Tschida said people came to her saying they wanted the event. She doesn't need approval to use the park. Cooper suggested getting a small group together to find a solution and asked to table the matter. Tschida said she could change the date of the event. Cooper suggested talking to other organizations such as the senior center or churches. That might be a better avenue. Cole said he likes the program but not the proposed location. Jorgensen asked if the group had considered Riverside Community Church or contacted pastor Paul Rice. Tschida said she doesn't know him. duPlessis said he spoke with HOPE and they would like to partner. Cooper offered his assistance. Weaver moved to approve the reservation. That motion died for lack of a second.

- d. Parks Committee Recommendation on Pathway Expansion-Jorgensen summarized the committee's recommendation. Cole said he always wanted to see that area paved. Cooper said that work could be included with phase three of the riverfront trail project. Cole asked if it could be made wide enough for vehicles. Lawrence said it could. Council agreed by consensus to move forward with the recommended pathway expansion.
- e. Library Board Discussion-Jorgensen said the group hasn't been meeting regularly since COVID started. Some policy issues have come up that would be appropriate for a board to consider and the superintendent is comfortable with the city taking the lead on getting a committee going again. Budge said the library is doing a summer reading program and hosted a discussion on senior issues the other day. There are user groups that could be represented on the board. Cooper said the more public involvement in the library, the better. Cole said the council could have a representative on the board, and so could the school district. Council agreed by consensus to table the matter and bring it back for further discussion at the August meeting.
- f. Resolution 21-07-01—To Establish a Property Owner Assistance Program to Encourage the Removal of Hazardous Trees from Public Rights of Way and the Planting of New Trees-Cooper moved to approve

the resolution. That motion was seconded by Kreger and adopted unanimously.

g. Ordinance 1080—Establishing Rules and Regulations for Vacation Rental Dwellings

i. Annexation Policies-Jorgensen said that Lawrence has had a few residents who live outside of city limits but inside the urban growth boundary ask about hooking up to city services. Would they have to annex in order to do that? He checked the city's code and there is nothing in there about annexation. Staff is seeking direction so an ordinance can be drafted and put before the Planning Commission. If properties hook up to services without being annexed, they don't pay towards the debt service on the city's general obligation bonds. He had staff pull up information about how many utility customers are currently outside of city limits. There are four residential customers and one commercial that receive water and sewer. Ten receive water, nine of which are residential, with one commercial. Six receive sewer, four of them are residential, one is commercial and one is public. Lawrence said it's been allowed in the past and they are charged a different rate than city customers. Cole said there's the potential for a lot of commercial businesses off of Dike Road. Allowing them to hook up to city services means the city wouldn't get any tax revenue. Cooper said they should be part of the city. duPlessis said it would be short-sighted to not have them annex. Budge stressed the need for a policy stating there will be no services offered to customers in the urban growth boundary without being annexed into the city. Council agreed by consensus. Budge moved to direct staff to draft an ordinance with that policy. That motion was seconded by Kreger and adopted unanimously.

j. Ticket Machine Replacement-Lawrence said she recommends replacing the current machine with one that accepts cards. She received three proposals. The lowest costs \$10,788. It is in the budget. Budge moved to approve the proposal. That motion was seconded by Kreger and adopted unanimously.

k. Water Line Bid for D Street Loop Project-Lawrence said she received three bids for the materials and recommends the lowest of them. The paving portion of the project is scheduled for September. Kreger moved to approve the bid for \$19,723. That motion was seconded by Cooper and adopted unanimously.

Staff Report-Lawrence said she's applying for a Small Cities Allotment grant and wants to use it for Fox Street. Council agreed by consensus. Lawrence said 869 new water meters have been installed and there are seven left. Three have been received and she's waiting on four. The city is seeing a six to ten percent increase in water and sewer income due to the new meters being installed. Griffith reported that the police department will be participating in the National Night Out event August 3. Blodgett said the annual audit will be conducted in August.

Council Reports-Cooper and duPlessis said that Rainier Days went well. Cole thanked all the volunteers, including the dozen who cleaned up the park the day after. He also thanked his wife Kristi, who organized the vendors. Kreger thanked the city's public works staff for its efforts in making the event a success.

City Calendar/Announcements

Cole adjourned the meeting at 8:48 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

ORDINANCE NO. 1080

AN ORDINANCE OF THE CITY OF RAINIER ESTABLISHING RULES AND REGULATIONS FOR VACATION RENTAL DWELLING (VRD)

1. **Purpose.** The Vacation Rental Dwelling (VRD) Permit is in recognition of the desire of some residents to rent portions of their property on a short-term basis. These standards and procedures are in addition to City ordinances and Federal and State laws and regulations.
2. **Standards.** In all zones allowing VRDs, a permit shall be issued as an accessory use and in accordance with the administrative conditional use provisions provided the application can demonstrate by written application that all of the following standards are met:
 - A. **Maximum Allowed Rentals.** No more than half of the bedrooms of a single family dwelling may be made available for short-term rental. Separate or detached structures do not count towards that limit.
 - B. **Parking.** One 9' x 18x off-street space will be provided for each bedroom in the unit that is available for short-term rental, but in no event shall fewer than two spaces be provided.
 - C. **Number of Occupants.** The maximum number of occupants cannot exceed three persons (over the age of three) per bedroom available for short-term rental. The maximum occupancy, along with good neighbor rules, shall remain posted inside the front door in a conspicuous place. It is the owner's responsibility to ensure the renters are aware of these limitations. The number of overnight renters or the maximum number of occupants may be reduced by the Fire Marshal at the time of inspection for valid code reasons.
 - D. **Residential yard areas.** Front, side and rear yards must maintain a residential appearance by limiting off-street parking within yard areas. At least 50 percent of each yard area which is not occupied by buildings must be landscaped in some fashion so that parking will not dominate the yard.
 - E. **Local responsible party.** A local responsible party that permanently residents within the county must be identified by the owner. The responsible party will serve as an initial contact person if there are questions regarding the operation of the VRD. The owner shall provide the telephone number of the local contact person to the City, and to the immediate neighbors within the notification area (within 200 feet of the subject property).
3. **Notice and Administrative Decision.** Upon submittal of a complete application, notice of the request shall be mailed to all property owners within 200 feet of the property.
4. **Appeals.** Within 15 days of the administrative decision, the decision may be appealed.
5. **Approval conditions.** All approval must include the following conditions:
 - A. Vacation rentals must comply with City ordinances regarding noise, smoke, dust, litter, odor and solid waste collection. Weekly solid waste pick-up is required during all months.
 - B. Prior to issuance of a vacation rental dwelling permit, the building in question must be inspected and be in substantial compliance with the Uniform Housing Code. Those inspections can be conducted by a licensed professional with expertise on fire, life an safety issues.

- C. It is the property owner's responsibility to ensure that the vacation rental dwelling remains in substantial compliance with the Oregon State requirements for the following: Health, Safety, Building and Fire Codes, and Traveler's Accommodation Statutes and with the Uniform Housing Code.
- D. Vacation rental dwelling permits are personal in nature and accordingly are not transferable. Upon transfer of the property, the new owner, if he or she so desires, may apply for a new permit in accordance with this Section.
- E. A City Business License is required, and any transient room tax provisions apply to VRDs. The business license must be obtained prior to any rental of the property. Renewals must be made in January of the permit year. If the business license fee or the transient room tax payments are 30 days past due, the VRD Permit will be revoked unless a written extension is granted by the City Administrator.
- F. Upon receipt of two written complaints from two or more occupants of different residences who claim to be adversely affected by the use of the property as a VRD, or by notice that requirements or conditions of approval are not being met, the City will work with the parties involved to settle any conflicts. Failure on the applicant's part to meet the standards or conditions will result in denial of the application. If the problems are not resolved, the City Administrator has the authority to revoke the VRD Permit. The owner may appeal the Administrator's decision to the City Council.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2021.

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator

Chapter 2.20 PUBLIC LIBRARY BOARD

Sections:

- 2.20.010 Rainier public library established.**
- 2.20.020 Library board.**
- 2.20.030 Board organization.**
- 2.20.040 Library board general powers.**
- 2.20.050 Acceptance of gifts for library purposes.**
- 2.20.060 Internal administrative policies and procedures.**
- 2.20.070 Prohibited actions and penalties.**

2.20.010 Rainier public library established.

A. A public library is hereby established for the city of Rainier under the provisions of ORS 357.400 to 357.621.

B. The public library shall be financed through the use of general fund monies, revenue obtained from the operation of the library, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors. (Ord. 934 § 1, 1992)

2.20.020 Library board.

A. The Rainier public library board is hereby created. The board shall consist of five members to be nominated by the mayor and appointed and confirmed by the city council.

B. The term of office of the board members shall be four years and their terms shall commence on July 1st, in the year of their appointment. The terms of office shall be staggered so that the terms of not more than two board members will expire in the same year. Of the first five board members appointed, one member shall initially hold office for one year, one for two years, one for three years and two for four years. At the expiration of the term of any members of such board, the city council shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the unexpired term. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.

C. The Rainier library board shall include one alternate nominated by the mayor and confirmed by the council. During periods of absence of a regular voting member the alternate shall, by a majority vote, assume the right to vote for the absent board member. The term of the alternate shall be for a period of four years and shall not serve more than two consecutive terms.

D. Members of the board shall receive no compensation for their services, but may be reimbursed for expenses incurred in the performance of their duties. (Ord. 997, 2002; Ord. 934 § 2, 1992)

2.20.030 Board organization.

A. The library board shall elect a chairperson from its members.

B. The library director shall serve as secretary to the board and keep the record of its actions.

C. The board may establish and amend rules and regulations for its government and procedure consistent with the laws of the state of Oregon and with the Charter, ordinances, resolutions, and regulations of the city of Rainier.

D. The board shall meet at least 10 times each year and at such other times as it may provide by its rules. (Ord. 934 § 3, 1992)

2.20.040 Library board general powers.

The library board shall be an advisory board and shall have no executive or administrative powers or authority, and this chapter shall not be construed as depriving elected or appointed officials of the city of any power they may have under the laws of the state or the Charter of the city. The board shall have powers and duties as follows:

A. The library board shall assist in the interview process of selecting and appointing a library director. The city recorder, as the fiscal and internal administrative agent for the library, shall have primary responsibility for library personnel, including recruitment, selection, classification and pay and supervision.

B. The library board shall make recommendations to the city council about rules and policies for the efficient and effective operation of the library, its services and programs.

C. The library board shall assist the library director in preparation of the annual budget request to be submitted by the library director to the city recorder.

D. The library board shall make recommendations for the acceptance, use, or expenditure of any real or personal property or funds donated to the library under RMC 2.20.050, or make recommendations for the purchase, control, or disposal, or real and personal property necessary for the purposes of the library.

E. The library board shall make recommendations for the selection of sites for public library buildings or for location of library facilities.

F. The library board shall review and recommend to the city council terms for contracts and working relationships with private and public agencies regarding library services.

G. The library board shall approve an annual report to the State Library and to the city council submitted in a timely manner on a form supplied by the State Library.

H. The library board shall develop and recommend to the city council long-range plans for library service, consistent with city priorities and with state, regional and national goals for libraries. (Ord. 934 § 4, 1992)

2.20.050 Acceptance of gifts for library purposes.

Gifts of any real or personal property or funds donated to the library and accepted by the governing body shall be administered in accordance with each gift's terms, and all property or funds shall be held in the name of the city of Rainier. (Ord. 934 § 5, 1992)

2.20.060 Internal administrative policies and procedures.

The city recorder shall be the fiscal and internal administrative agent for the Rainier public library and the library shall operate in conformance with city administrative procedures including those pertaining to the following:

- A. Personnel, including recruitment, selection, classification and pay for library personnel.
- B. Receipt, disbursement, and accounting for monies.
- C. Maintenance of general books, cost accounting records, and other financial documents.
- D. Budget administration.
- E. Operation and maintenance of equipment and buildings. (Ord. 934 § 6, 1992)

2.20.070 Prohibited actions and penalties.

A. It shall be unlawful for any person to willfully or maliciously detain any library materials belonging to the Rainier public library for 30 days after notice in writing from the library director that the library material is past due. The notice shall bear upon it's face a copy of ORS Sections 357.975 and 357.990.

B. Violation for willful detention of library materials is punishable upon conviction by a fine of not less than \$25.00 nor more than \$250.00. Such conviction and payment of the fine shall not be construed to constitute payment for library material, nor shall a person convicted under this section be thereby relieved of any obligation to return such material to the library. (Ord. 934 § 7, 1992)

Mobile Version

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

RESOLUTION #21-08-01

A RESOLUTION TO ABATE A NUISANCE PROPERTY AT 516 EAST E STREET

WHEREAS, the City's processes for abating nuisance properties were established as Chapter 15.15 of the Rainier Municipal Code through the passage of Ordinance 904 in 1987, and

WHEREAS, the City has received complaints from neighbors of the property at 516 East E Street that it is in an unsafe and hazardous condition, and

WHEREAS, the Rainier City Council directed staff to begin the abatement process at the May 3, 2021 City Council meeting, and

WHEREAS, a public hearing about the nuisance declaration was scheduled for the City Council's June 7, 2021 meeting, and

WHEREAS, notice of the June 7, 2021 public hearing was mailed to the property's registered owner, as is required by section 15.15.040 of the Rainier Municipal Code, and

WHEREAS, notice of the June 7, 2021 public hearing was published and posted, as is required by section 15.15.050 of the Rainier Municipal Code, and

WHEREAS, the public hearing was held at the June 7, 2021 Rainier City Council meeting, and

WHEREAS, section 15.15.060 of the Rainier Municipal Code states that council may by resolution order the building to be made safe and prescribe what must be done to make it safe.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Rainier, Oregon that:

The nuisance at the property located at 516 East E Street is ordered to be abated by its owner no later than September 30, 2021. If the owner fails to abate the nuisance by that date, the City will take the appropriate actions under Rainier Municipal Code 15.15.180 and 15.15.190 to abate the nuisance and assess the cost of the work against the property. The assessment shall be declared by resolution and it shall be entered into the docket of the city liens and become a lien against the property.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this _____ day of _____, 2021.

Jerry Cole, Mayor

Attested:

W. Scott Jorgensen, City Administrator

City of Rainier

ORDINANCE NO. 1055

An Ordinance Pertaining to Flood Damage Prevention in the City of Rainier.

WHEREAS, the City of Rainier is working under a Federally-Mandated Deadline to Adopt a Flood Damage Prevention Ordinance covering Property within the City of Rainier; and

WHEREAS, It is in the best interests of the Public and the City of Rainier to adopt said Ordinance to make it possible for Property Owners to obtain Flood Insurance through NFIP; and

WHEREAS, the State of Oregon recommends using a Model Ordinance covering all the required elements for an all-inclusive Statutory Compliant Document, the City has used that Model Ordinance and refined it to reflect City Development Regulations; and

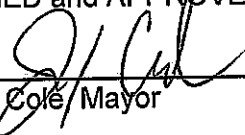
WHEREAS, The Planning Commission held a duly advertised Public Evidentiary Hearing on October 27, 2010 and no public comments were made either orally or in writing; and

WHEREAS, the Planning Commission unanimously approved forwarding the proposed Ordinance to the City Council with a recommendation for approval;

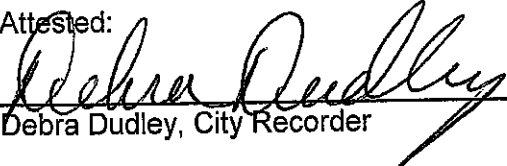
NOW, THEREFORE, THE CITY OF RAINIER DOES ORDAIN AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. In support of the above Ordinance, the City Council hereby adopts the Staff Report dated October 22, 2010.
3. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable Laws.

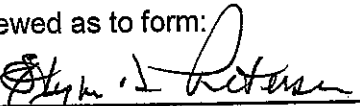
SIGNED and APPROVED this 17th day of November, 2010.



Jerry Cole, Mayor

Attested:


Debra Dudley, City Recorder

Reviewed as to form:


Stephen D. Petersen, City Attorney

ORDINANCE NO. 1081

**AN ORDINANCE OF THE CITY OF RAINIER
REPEALING ORDINANCE 974**

WHEREAS, on August 17, 1998, the City of Rainier adopted Ordinance No. 974 Adopting Amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, and

WHEREAS, Ordinance No. 974 was codified as Chapter 18.80 of the Rainier Municipal Code, and

WHEREAS, on November 17, 2010, the City of Rainier adopted Ordinance No. 1055 Pertaining to Flood Damage Prevention in the City of Rainier, and

WHEREAS, Ordinance No. 1055 was codified as Chapter 18.120 of the Rainier Municipal Code, and

WHEREAS, city staff has consulted with officials from the Oregon Department of Land Conservation and Development (DLCD) about updating the City's flood plain regulations, and

WHEREAS, DLCD advised that the City has two sets of overlapping and sometimes conflicting flood plain regulations, and

WHEREAS, Ordinance 974 was not rescinded when the City's floodplain regulations were updated in 2010 through the passage of Ordinance 1055, and

WHEREAS, Chapters 18.80 of the Rainier Municipal Code includes regulation language that is outdated and references 1986 floodplain maps instead of more recent floodplain maps that went into effect in 2010, and

WHEREAS, based on the input from DLCD, city staff has decided that Ordinance 974 should be repealed, as it is outdated and no longer serving its intended purpose;

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by repealing this ordinance.

NOW, THEREFORE, the City of Rainier ordains as follows: Ordinance No. 974, adopted on August 17, 1998, is hereby repealed.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2021.

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF RAINIER
COMPREHENSIVE PLAN AND ZONING ORDINANCE

Whereas, on August 25, 1983, the city of Rainier's comprehensive plan and land use regulations were officially acknowledged by the Oregon Land Conservation and Development Commission; and

Whereas, pursuant to ORS Chapter 197, the City of Rainier reviewed its comprehensive plan and regulating ordinances and found that changes were needed to these documents; and

Whereas on August 21, 1995, the amendments to the City of Rainier Comprehensive Plan, Plan Map, Zoning Ordinance and Zoning Map and Subdivision Ordinance were adopted; and

Whereas additional review found a need for numerous housekeeping revisions and identified weaknesses within the 1995 text; and

Whereas on May 26, 1998 a public hearing was held by the Rainier Planning Commission to discuss and receive testimony regarding the proposed text amendments; and

Whereas at its May 26, 1998 meeting, after taking public testimony, the Planning Commission forwarded a recommendation of approval to the City Council to adopt the text amendments; and

Whereas on June 15, 1998 a public hearing was held by the Rainier City Council regarding the proposed text amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RAINIER DOES ORDAIN:

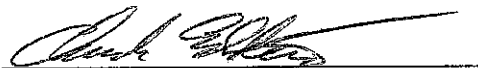
Section 1. That the proposed text amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, attached hereto as Exhibit "A.1 & A.2" have been prepared under the direction of the Planning Commission, are in the public interest and the appropriate public hearings have been held.

Section 2. That the amendments proposed in Exhibit "A.1 & A.2" are hereby approved.

Section 3. That the Comprehensive Plan for the City of Rainier is hereby amended in accordance with the amendments described and identified in Exhibit "A.1" attached hereto and made a part of this ordinance

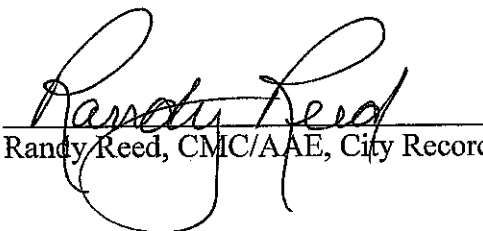
Section 4. That the Zoning Ordinance is hereby amended in accordance with the amendments described and identified in Exhibit "A.2" attached hereto and made a part of this ordinance.

Passed by the Council and approved by the Mayor this 17th Day of August, 1998



Chuck Eddings, Mayor

ATTEST:



Randy Reed, CMC/AAE, City Recorder

Hi Scott,

Thanks much for sending this through. I only have one minor recommended revision to Ordinance 1081, see the attached document. It is great to see the City moving forward with this action so that there are no longer conflicting regulations in effect. The next step that will be needed to maintain full NFIP compliance will be for the community to update the remaining floodplain regulations contained in Ordinance No. 1055 and codified as Chapter 18.120 of the Rainier Municipal Code in 2010.

One option is for your community to utilize the attached Oregon Model Flood Hazard Ordinance which contains only the minimum requirements for NFIP compliance and has been approved in full by FEMA Region 10 as being NFIP compliant. Another option would be to do strike through and underline changes to Chapter 18.120 to make updates as needed. Attached is a copy of the Oregon Model Flood Hazard Ordinance (with the coastal language removed). I'm also resending you my initial review of your regulations which identifies where changes are needed at a high level using the model ordinance language as the review checklist... it appears it may not have gone through when I sent it with my previous email (my apologies for not catching that issue sooner).

I would like to schedule a time to go over these options and my review with you further and to have a full Community Assistance Contact conversation. What is your availability the weeks of:

July 26th and August 2nd?

I look forward to working with you further!

Kind regards,
Celinda

From: Scott Jorgensen <Sjorgensen@cityofrainier.com>

Sent: Wednesday, July 14, 2021 2:54 PM

To: Owens, Keshia <kowens@cwco.org>; Stephen D Petersen <SPetersen@petersenatlaw.com>; ADAIR Celinda * DLCD <Celinda.ADAIR@dlcd.oregon.gov>

Subject: Rainier Flood Plain Ordinance

Keshia, Steve, Celinda,

I've attached a draft ordinance, 1081, that I'll be presented to our Planning Commission next week. It's based on Celinda's advice, which is included in the attachment called DLCD. The other ordinances referenced in Ordinance 1081 are attached for reference.

Thoughts? Input? Am I completely off base here? I'll share any feedback I receive from you with the commissioners.

If the commission decides to move forward with it, I will then put this before council. So if there's anything severely wrong with what I've put together, I'd rather know sooner than later.

W. Scott Jorgensen, Executive MPA
City Administrator
City of Rainier
503-556-7301

ORDINANCE NO. 1081

**AN ORDINANCE OF THE CITY OF RAINIER
REPEALING ORDINANCE 974**

WHEREAS, on August 17, 1998, the City of Rainier adopted Ordinance No. 974 Adopting Amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, and

WHEREAS, Ordinance No. 974 was codified as Chapter 18.80 of the Rainier Municipal Code, and

WHEREAS, on November 17, 2010, the City of Rainier adopted Ordinance No. 1055 Pertaining to Flood Damage Prevention in the City of Rainier, and

WHEREAS, Ordinance No. 1055 was codified as Chapter 18.120 of the Rainier Municipal Code, and

WHEREAS, city staff has consulted with officials from the Oregon Department of Land Conservation and Development (DLCD) about updating the City's flood plain regulations, and

WHEREAS, DLCD advised that the City has two sets of overlapping and sometimes conflicting flood plain regulations, and

WHEREAS, Ordinance 974 was not rescinded when the City's floodplain regulations were updated in 2010 through the passage of Ordinance 1055, and

WHEREAS, Chapters 18.80 of the Rainier Municipal Code includes regulation language that is outdated and references 1986 floodplain maps instead of more recent ~~2020~~ floodplain maps that went into effect in 2010, and

WHEREAS, based on the input from DLCD, city staff has decided that Ordinance 974 should be repealed, as it is outdated and no longer serving its intended purpose;

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by repealing this ordinance.

NOW, THEREFORE, the City of Rainier ordains as follows: Ordinance No. 974, adopted on August 17, 1998, is hereby repealed.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2021.

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator

Scott Jorgensen

From: ADAIR Celinda * DLCD <celinda.adair@state.or.us>
Sent: Thursday, June 10, 2021 5:43 PM
To: DEBBAUT Anne * DLCD; Scott Jorgensen
Subject: RE: Rainier Flood Plain Ordinance
Attachments: How the NFIP Works 022010.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This message's attachments contains at least one web link. This is often used for phishing attempts. Please only interact with this attachment if you know its source and that the content is safe. If in doubt, confirm the legitimacy with the sender by phone.

Hi Scott,

I have done an initial review of your local floodplain regulations Chapter 18.120 using the FEMA approved Oregon Model Flood Hazard ordinance as the review tool (checklist). I've attached my review (a copy of the checklist with my review comments to this email). In looking at the two links you sent me for Chapters 18.120 and 18.80, it looks like your community has two sets of overlapping and at times conflicting floodplain regulations currently shown in your Municipal Code. My theory is that when your community updated its floodplain regulations in 2010 (Chapter 18.120), your code was not updated to rescind the older version from 1986 (Chapter 18.80). Chapter 18.80 has regulation language that is older and more out of date and references the old 1986 maps instead of the 2020 floodplain maps. My recommendation would be to rescind Chapter 18.80 as its regulations are outdated and the mapping it references is no longer in effect. Then we can work through some updates to Chapter 18.120, through this Community Assistance Contact (CAC) process.

I've also attached a brief brochure that provides a high-level summary of how the National Flood Insurance Program (NFIP) works from the local community perspective. The City of Rainier is currently a participating community in the regular program, under the NFIP.

I'll also be following up with a separate email shortly to explain more about the Community Assistance Contact (CAC) process and to schedule a CAC virtual meeting.

Kind regards,
Celinda



Celinda Adair, CFM

Pronouns: She/Her
National Flood Insurance Program (NFIP) Coordinator
Oregon Department of Land Conservation and Development
635 Capitol Street NE, Suite 150 | Salem, OR 97301-2540
Cell: 503-930-9739 | Main: 503-373-0050
celinda.adair@state.or.us | www.oregon.gov/LCD

From: Scott Jorgensen <Sjorgensen@cityofrainier.com>
Sent: Thursday, June 10, 2021 8:42 AM

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

What is the OR Model Flood Ordinance Checklist (Review Tool) & how it is used:

- This document contains the FEMA approved minimum NFIP requirements for local floodplain regulations language (shown in the Table below). This is the same language as what is found in the State of Oregon's Model Flood Hazard Ordinance.
- DLCD and FEMA review local community flood hazard regulations using this language as the bar for what is at minimum required for compliance with NFIP minimum standards for local floodplain regulations.
- If a community wishes to adopt standards that are higher than the NFIP minimum standards reflected below, they are allowed to do so, and for higher standards the language may vary from what is shown below.
- If a community only wishes to adopt the minimum standards then the following FEMA approved language is provided.
- **If a community has an issue or concern with the language provided below, or wishes to use different language to reflect the minimum NFIP requirements, then follow these steps:**
 - 1) Notify the State NFIP Coordinator in writing (email Celinda Adair at celinda.adair@state.or.us).
(Be sure to note in the email the specific language variations, exclusions, or additions being requested and the reasons such alternative language should be allowed.)
 - The State NFIP Coordinator will review the request (to ensure consistency with State Specialty (building) Code standards) and will then forward the request to the appropriate FEMA Region 10 staff for review.
 - FEMA Region 10 staff must approve any variations to ensure they will be considered compliant with NFIP minimum standards.
 - 2) The State NFIP Coordinator will provide the community with an email in response to their request.
 - This email will include both FEMA and the State's responses and the options for the community to discuss the matter with FEMA and the state further if they have questions or concerns after reviewing the responses received.
- **Recommended optional definitions and higher standards communities may utilize are provided in Appendices A & B of the Oregon Model Flood Hazard Ordinance**

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

Community Name: City of Rainier, OR

Ordinance No.: Chapter 18.120

Reviewer's Name: Celinda Adair, CFM

Ordinance Date: 2010

Review Date: 6/4/2021

Community Flood Zones:

☒ A ☒ AE ☒ AE with Floodway ☐ V, VE, V1-30, Coastal A

Level of Regulations (Under the Code of Federal Regulations, 44 CFR 60.3):

☐ a) ☐ b) ☐ c) ☒ d) ☐ e)

LEGEND

- Black: National Flood Insurance Program and State minimum requirements. This language has been approved by FEMA and DLCD.
- Red: Wording to be replaced with community's specific information.
- Purple: Only required for communities with Coastal High Hazard Areas.

OR Model Flood Hazard Ordinance Section	Local Ord. Section	Compliance Analysis Findings: (Examples: language missing, minimum standard not met, minimum standard met but the language does not match, higher standard language utilized)
1.1 Statutory Authority The State of Oregon has in ORS 197.175 (CITIES) delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the COMMUNITY NAME does ordain as follows:	18.120.010	Very minor change needed. Just missing reference to ORS 197.175.
1.2 Findings of Fact A. The flood hazard areas of COMMUNITY NAME are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and	18.120.020	Minor change needed, missing a little bit of the required language shown to the left in Bullet B.

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.</p> <p>B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.</p>		
<p>1.3 Statement of Purpose</p> <p>It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:</p> <p>A. Protect human life and health;</p> <p>B. Minimize expenditure of public money for costly flood control projects;</p> <p>C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;</p> <p>D. Minimize prolonged business interruptions;</p>	18.120.030	Minor change needed – missing bullet I. shown in box to the far left.

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;</p> <p>F. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;</p> <p>G. Notify potential buyers that the property is in a special flood hazard area</p> <p>H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions</p> <p>I. Participate in and maintain eligibility for flood insurance and disaster relief.</p>		
<p>1.4 Methods of Reducing Flood Losses In order to accomplish its purposes, this ordinance includes methods and provisions for:</p> <p>A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;</p> <p>B. Requiring that development vulnerable to floods, including facilities which serve such uses, be</p>	18.120.040	Intent is met, no change required.

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>protected against flood damage at the time of initial construction;</p> <p>C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;</p> <p>D. Controlling filling, grading, dredging, and other development which may increase flood damage;</p> <p>E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.</p>		
<p>2.0 Definitions</p> <p>Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.</p> <p><u>Appeal:</u> A request for a review of the interpretation of any provision of this ordinance or a request for a variance.</p> <p><u>Area of shallow flooding:</u> A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.</p>	18.120.050	<p>Minor wording changes needed to some of the existing definitions to match what is shown in the far-left column.</p> <p><u>The following definitions (found in the far-left column) need to be added:</u></p> <ul style="list-style-type: none">- Flood elevation study- Flood proofing- Functionally dependent use- Manufactured dwelling park or subdivision- Special Flood Hazard Area

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p><u>Area of Special Flood Hazard:</u> The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. “Special flood hazard area” is synonymous in meaning and definition with the phrase “area of special flood hazard”.</p> <p><u>Base flood:</u> The flood having a one percent chance of being equaled or exceeded in any given year.</p> <p><u>Base flood elevation (BFE):</u> The elevation to which floodwater is anticipated to rise during the base flood.</p> <p><u>Basement:</u> Any area of the building having its floor subgrade (below ground level) on all sides.</p> <p><u>Development:</u> Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.</p> <p><u>Flood or Flooding:</u></p> <p>(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:</p> <p>(1) The overflow of inland or tidal waters.</p> <p>(2) The unusual and rapid accumulation or runoff of surface waters from any source.</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.</p> <p>(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.</p> <p><u>Flood elevation study:</u> See “Flood Insurance Study”.</p> <p><u>Flood Insurance Rate Map (FIRM):</u> The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p><u>Flood Insurance Study (FIS):</u> An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.</p> <p><u>Flood proofing:</u> Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.</p> <p><u>Floodway:</u> The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."</p> <p><u>Functionally dependent use:</u> A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.</p> <p><u>Highest adjacent grade:</u> The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p><u>Historic structure:</u> Any structure that is:</p> <ol style="list-style-type: none">1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:<ol style="list-style-type: none">a. By an approved state program as determined by the Secretary of the Interior orb. Directly by the Secretary of the Interior in states without approved programs.		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p><u>Lowest floor:</u> The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.</p> <p><u>Manufactured dwelling:</u> A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".</p> <p><u>Manufactured dwelling park or subdivision:</u> A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.</p> <p><u>Mean sea level:</u> For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.</p> <p><u>New construction:</u> For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by COMMUNITY NAME and</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>includes any subsequent improvements to such structures.</p> <p><u>Recreational vehicle:</u> A vehicle which is:</p> <ol style="list-style-type: none">1. Built on a single chassis;2. 400 square feet or less when measured at the largest horizontal projection;3. Designed to be self-propelled or permanently towable by a light duty truck; and4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. <p><u>Special flood hazard area:</u> See “Area of special flood hazard” for this definition.</p> <p><u>Start of construction:</u> Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.</p> <p><u>Structure:</u> For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.</p> <p><u>Substantial damage:</u> Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.</p> <p><u>Substantial improvement:</u> Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:</p> <ol style="list-style-type: none">1. Any project for improvement of a structure to correct existing		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or</p> <p>2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."</p> <p>Variance: A grant of relief by COMMUNITY NAME from the terms of a flood plain management regulation.</p> <p>Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.</p>		
<p>3.1 Lands to Which This Ordinance Applies</p> <p>This ordinance shall apply to all special flood hazard areas within the jurisdiction of COMMUNITY NAME.</p>	18.120.060	Compliant, no changes needed.
<p>3.2 Basis for Establishing the Special Flood Hazard Areas</p> <p>The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for "EXACT TITLE OF FLOOD INSURANCE</p>	18.120.070	Very minor wording change needed (Federal insurance Administrator should be listed instead of FEMA).

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>STUDY FOR COMMUNITY”, dated DATE (MONTH DAY, FOUR DIGIT YEAR), with accompanying Flood Insurance Rate Maps (FIRMs) LIST ALL EFFECTIVE FIRM PANELS HERE (UNLESS ALL PANELS ARE BEING REPLACED THROUGH A NEW COUNTY_WIDE MAP THAT INCORPORATES ALL PREVIOUS PANELS/VERSIONS, IN THAT SITUATION PANELS DO NOT NEED TO BE INDIVIDUALLY LISTED) are hereby adopted by reference and declared to be a part of this ordinance. The FIS and FIRM panels are on file at INSERT THE LOCATION (I.E. COMMUNITY PLANNING DEPARTMENT LOCATED IN THE COMMUNITY ADMINISTRATIVE BUILDING).</p>		
<p>3.3 Coordination with State of Oregon Specialty Codes</p> <p>Pursuant to the requirement established in ORS 455 that the INSERT COMMUNITY NAME administers and enforces the State of Oregon Specialty Codes, the INSERT COMMUNITY NAME does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.</p>	18.120.080 and 18.120.040(F)	Compliant, no changes required
<p>3.4.1 Compliance</p> <p>All development within special flood hazard areas is subject to the terms of this ordinance and required to comply</p>	18.120.390	Changes needed to current language. Missing some of the required language noted in the far-left column.

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

with its provisions and all other applicable regulations.		
3.4.2 Penalties for Noncompliance No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a (INSERT INFRACTION TYPE (I.E. MISDEMEANOR). INSERT PENALTIES PER STATE/LOCAL LAW ASSOCIATED WITH SPECIFIED INFRACTION TYPE (I.E. ANY PERSON WHO VIOLATES THE REQUIREMENTS OF THIS ORDINANCE SHALL UPON CONVICTION THEREOF BE FINED NOT MORE THAN A SPECIFIED AMOUNT OF MONEY...)) Nothing contained herein shall prevent the COMMUNITY NAME from taking such other lawful action as is necessary to prevent or remedy any violation.	18.120.390	Changes needed to current language. Missing some of the required language noted in the far-left column.
3.5.1 Abrogation This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.	18.120.410	Compliant
3.5.2 Severability	18.120.400	Compliant

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

<p>This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.</p>		
<p>3.6 Interpretation In the interpretation and application of this ordinance, all provisions shall be:</p> <ul style="list-style-type: none">A. Considered as minimum requirements;B. Liberally construed in favor of the governing body; andC. Deemed neither to limit nor repeal any other powers granted under state statutes.	18.120.100	Compliant, no changes needed.
<p>3.7.1 Warning The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.</p>	18.120.110	Compliant, no changes needed.
<p>3.7.2 Disclaimer of Liability This ordinance shall not create liability on the part of the COMMUNITY NAME, any officer or employee thereof, or the Federal Insurance</p>	18.120.110	Change needed, the required language in the far-left column is missing and needs to be added.

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Administrator for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.		
4.1 Designation of the Floodplain Administrator The INSERT INDIVIDUAL JOB TITLE is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.	18.120.120	Very minor wording changes needed, missing a little bit of the required language shown in the far-left column.
4.2 Duties and Responsibilities of the Floodplain Administrator Duties of the floodplain administrator, or their designee, shall include, but not be limited to:	18.120.130	Compliant, no changes required.
4.2.1 Permit Review Review all development permits to determine that: A. The permit requirements of this ordinance have been satisfied; B. All other required local, state, and federal permits have been obtained and approved. C. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section 5.2.4 are met; and D. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source.	18.120.130	Compliant, no changes required.

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<p>If BFE data is not available then ensure compliance with the provisions of sections 5.1.7; and</p> <p>E. Provide to building officials the Base Flood Elevation (BFE) (ADD FREEBOARD IF COMMUNITY HAS HIGHER ELEVATION STANDARDS) applicable to any building requiring a development permit.</p> <p>F. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section 2.0.</p> <p>G. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section 5.1.1.</p> <p>H. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.</p>		
<p>4.2.2 Information to be Obtained and Maintained</p> <p>The following information shall be obtained and maintained and shall be made available for public inspection as needed:</p> <p>A. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or</p>	18.120.140	Very minor language/wording revisions needed to make sure everything noted in the far-left column is fully covered in procedures.

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<p>obtained in accordance with section 5.1.7.</p> <p>B. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections 5.2.4, 5.3.1(F), 4.2.1(B) are adhered to.</p> <p>C. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).</p> <p>D. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.</p> <p>E. Maintain all Elevation Certificates (EC) submitted to the community;</p> <p>F. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS,</p>		
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<p>FIRM, or obtained in accordance with section 5.1.7.</p> <p>G. Maintain all floodproofing certificates required under this ordinance;</p> <p>H. Record and maintain all variance actions, including justification for their issuance;</p> <p>I. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section 5.2.4.</p> <p>J. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section 4.2.4.</p> <p>K. Maintain for public inspection all records pertaining to the provisions of this ordinance.</p>		
<p>4.2.3.1 Community Boundary Alterations</p> <p>The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.</p>	Missing	Language needs to be added into the City's regulations.

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4.2.3.2 Watercourse Alterations Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either: <ul style="list-style-type: none">A. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; orB. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance. The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section 4.2.3.3. Ensure compliance with all applicable requirements in sections 4.2.3.3 and 5.1.1 .	18.120.170	Generally compliant, just missing reference to LOMR as the process for notifying FEMA and other minor wording adjustments are needed.
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4.2.3.3 Requirement to Submit New Technical Data <p>A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 of the Code of Federal Regulations (CFR), Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.</p> <p>The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:</p> <ul style="list-style-type: none">A. Proposed floodway encroachments that increase the base flood elevation; andB. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway. <p>An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).</p>	18.120.180	Minor change needed, missing language noting the situations when a CLOMR is required (bullets A and B and preceding text).
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4.2.4 Substantial Improvement and Substantial Damage Assessments and Determinations Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section 4.2.2 . Conduct Substantial Damage (SD) (as defined in section 2.0) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section 3.2) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.	18.120.150	Minor changes needed to add in language shown in far-left column that is missing.
4.3.1 Floodplain Development Permit Required A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section 3.2 . The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section 2.0 , including fill and other development activities.	18.120.090	Minor changes needed to add language shown in far-left column that is missing
4.3.2 Application for Development Permit Application for a development permit may be made on forms furnished by the Floodplain Administrator and may	18.120.140	Missing some language shown in the left-hand column that is required. Has additional language that can remain.

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<p>include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically the following information is required:</p> <p>A. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section 4.2.2.</p> <p>B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.</p> <p>C. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section 5.2.3.3.</p> <p>D. Description of the extent to which any watercourse will be altered or relocated.</p> <p>E. Base Flood Elevation data for subdivision proposals or other development when required per sections 4.2.1 and 5.1.6.</p> <p>F. Substantial improvement calculation for any improvement, addition, reconstruction,</p>		
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renovation, or rehabilitation of an existing structure. G. The amount and location of any fill or excavation activities proposed.		
4.4 Variance Procedure The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.	18.120.360 and 18.120.200(C)	Need to add in the language in the left-hand column that is missing from this section.
4.4.1 Conditions for Variance A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections 4.4.1 (C) and (E), and 4.4.2 . As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases. B. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. C. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.	18.120.370	Compliant – a few minor wording tweaks needed.

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<p>D. Variances shall only be issued upon:</p> <ol style="list-style-type: none">1. A showing of good and sufficient cause;2. A determination that failure to grant the variance would result in exceptional hardship to the applicant;3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances. <p>E. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section 4.4.1 (B) – (D) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.</p>		
<p>4.4.2 Variance Notification</p> <p>Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to</p>	18.120.380	Minor wording revisions needed to ensure required language in left-hand column is included.

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life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section 4.2.2 .		
5.1 General Standards In all special flood hazard areas, the following standards shall be adhered to:		
5.1.1 Alteration of Watercourses Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections 4.2.3.2 and 4.2.3.3 .	18.120.170	Minor wording adjustments needed.
5.1.2 Anchoring A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. B. All manufactured dwellings shall be anchored per section 5.2.3.4 .	18.120.340 & 18.120.260	Missing some minor language required in left-hand column.
5.1.3 Construction Materials and Methods A. All new construction and substantial improvements shall be constructed with materials and	18.120.340	Generally compliant - Minor wording revisions needed.

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<p>utility equipment resistant to flood damage.</p> <p>B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.</p>		
<p>5.1.4.1 Water Supply, Sanitary Sewer, and On-Site Waste Disposal Systems</p> <p>A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.</p> <p>B. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.</p> <p>C. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.</p>	18.120.320	Compliant – missing minor language – compliance with DEQ requirements
<p>5.1.4.2 Electrical, Mechanical, Plumbing, and Other Equipment</p> <p>Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level (INSERT ANY COMMUNITY FREEBOARD REQUIREMENT HERE) or shall be designed and installed to prevent water from entering or accumulating</p>	18.120.340	Missing some required language shown in the left-hand column.

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within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaced as part of a substantial improvement.		
5.1.5 Tanks A. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood. B. Above-ground tanks shall be installed at or above the base flood level (INSERT COMMUNITY FREEBOARD REQUIREMENT HERE) or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.	18.120.350	compliant
5.1.6 Subdivision Proposals A. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data. B. All new subdivision proposals and other proposed new developments (including proposals for manufactured	18.120.210	Missing some required language from left-hand column.

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<p>dwelling parks and subdivisions) shall:</p> <ol style="list-style-type: none">1. Be consistent with the need to minimize flood damage.2. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.3. Have adequate drainage provided to reduce exposure to flood hazards.		
<p>5.1.7 Use of Other Base Flood Data</p> <p>When Base Flood Elevation data has not been provided in accordance with section 3.2 the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section 5.0. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section 5.1.6.</p> <p>Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base</p>	<p>18.120.130, 18.120.210 and 18.120.240</p>	<p>Minor adjustments needed to existing language – missing some minor wording from left-hand column.</p>

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<p>Level Engineering data, and photographs of past flooding, etc... where available. (INSERT REFERENCE TO ANY OF THIS TYPE OF INFORMATION TO BE USED FOR REGULATORY PURPOSES BY YOUR COMMUNITY, I.E. BASE LEVEL ENGINEERING DATA, HIGH WATER MARKS, HISTORICAL OR OTHER DATA THAT WILL BE REGULATED TO. THIS MAY BE NECESSARY TO ENSURE THAT THE STANDARDS APPLIED TO RESIDENTIAL STRUCTURES ARE CLEAR AND OBJECTIVE. IF UNCERTAIN SEEK LEGAL ADVICE, AT MINIMUM REQUIRE THE ELEVATION OF RESIDENTIAL STRUCTURES AND NON-RESIDENTIAL STRUCTURES (THAT ARE NOT DRY FLOODPROOFED) TO BE 2 FEET ABOVE THE HIGHEST ADJACENT GRADE). RECOMMEND USE OF THE FOLLOWING LANGUAGE: “WHEN NO BASE FLOOD ELEVATION DATA IS AVAILABLE, THE ELEVATION REQUIREMENT FOR DEVELOPMENT PROPOSALS WITHIN A RIVERINE UNNUMBERED A ZONE IS A MINIMUM OF TWO (2) FEET ABOVE THE HIGHEST ADJACENT GRADE, TO BE REASONABLY SAFE FROM FLOODING)”.. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.</p>		
<p>5.1.8 Structures Located in Multiple or Partial Flood Zones</p> <p>In coordination with the State of Oregon Specialty Codes:</p> <p>A. When a structure is located in multiple flood zones on the community’s Flood Insurance Rate Maps (FIRM) the provisions for the</p>	Missing	

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<p>more restrictive flood zone shall apply.</p> <p>B. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.</p>		
<p>5.2 Specific Standards for Riverine (including all non-coastal) flood zones</p> <p>These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section 5.1 of this ordinance.</p>		
<p>5.2.1 Flood Openings</p> <p>All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:</p> <p>A. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exist of floodwaters;</p> <p>B. Be used solely for parking, storage, or building access;</p> <p>C. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:</p> <ol style="list-style-type: none">1. A minimum of two openings,2. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the	<p>18.120.330, 18.120.280</p>	<p>Missing some required language in left-hand column.</p>

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<p>exterior of the enclosure walls,</p> <p>3. The bottom of all openings shall be no higher than one foot above grade.</p> <p>4. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.</p> <p>5. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.</p>		
<p>5.2.2 Garages</p> <p>A. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:</p> <p>1. If located within a floodway the proposed garage must comply with the requirements of section 5.2.4.</p> <p>2. The floors are at or above grade on not less than one side;</p> <p>3. The garage is used solely for parking, building access, and/or storage;</p>	<p>Missing</p>	

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<p>4. The garage is constructed with flood openings in compliance with section 5.2.1 to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.</p> <p>5. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;</p> <p>6. The garage is constructed in compliance with the standards in section 5.1; and</p> <p>7. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.</p> <p>B. Detached garages must be constructed in compliance with the standards for appurtenant structures in section 5.2.3.6 or non-residential structures in section 5.2.3.3 depending on the square footage of the garage.</p>		
<p>5.2.3 For Riverine (Non-Coastal) Special Flood Hazard Areas with Base Flood Elevations</p> <p>In addition to the general standards listed in section 5.1 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood</p>		

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Elevations (BFE): Zones A1-A30, AH, and AE.		
5.2.3.1 Before Regulatory Floodway In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.	18.120.230	compliant
5.2.3.2 Residential Construction A. New construction, conversion to, and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at or above the Base Flood Elevation (BFE) (INSERT ADDITIONAL FREEBOARD FOR YOUR COMMUNITY – RECOMMEND MINIMUM OF 1FT ABOVE BFE). B. Enclosed areas below the lowest floor shall comply with the flood opening requirements in section 5.2.1.	18.120.250	Missing required language – relies on and refers to state building codes, but building codes language and reference has changed.
5.2.3.3 Non-Residential Construction A. New construction, conversion to, and substantial improvement of any commercial, industrial, or	18.120.140 and 18.120.250	Missing required language – relies on and refers to state building codes, but building codes language and reference has changed.

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<p>other non-residential structure shall:</p> <ol style="list-style-type: none">1. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE) (INSERT ANY ADDITIONAL FREEBOARD REQUIREMENTS FOR YOUR COMMUNITY); Or, together with attendant utility and sanitary facilities,2. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;3. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.4. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section 4.2.2. <p>B. Non-residential structures that are elevated, not floodproofed, shall</p>		
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<p>comply with the standards for enclosed areas below the lowest floor in section 5.2.1.</p> <p>C. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below.</p>		
<p>5.2.3.4 Manufactured Dwellings</p> <p>A. Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with section 5.2.1;</p> <p>B. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;</p> <p>C. Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;</p> <p>D. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).</p>	<p>18.120.250 and 18.120.260</p>	<p>Missing some required language in left-hand column. References building codes requirements, but those have changed.</p>

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<p>5.2.3.5 Recreational Vehicles</p> <p>Recreational vehicles placed on sites are required to:</p> <ul style="list-style-type: none">A. Be on the site for fewer than 180 consecutive days, andB. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; orC. Meet the requirements of section 5.2.3.4, including the anchoring and elevation requirements for manufactured dwellings.	<p>18.120.290</p>	<p>Very minor addition needed. Missing required language “and” in bullet A in left hand column.</p>
<p>5.2.3.6 Appurtenant (Accessory) Structures</p> <p>Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (non-coastal) flood zones may be granted for appurtenant structures that meet the following requirements:</p> <ul style="list-style-type: none">A. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section 5.2.4.B. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;C. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned	<p>18.120.280</p>	<p>Minor additional language needed. See language in left-hand column. New FEMA policy on accessory structures has recently been released and it increases the size allowed to 600 square feet (regardless of residential or nonresidential) language in left-hand column bullet C of the model code has not yet been updated to reflect this change.</p>

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<p>residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines.</p> <p>Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.</p> <p>D. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;</p> <p>E. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.</p> <p>F. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section 5.2.1;</p> <p>G. Appurtenant structures shall be located and constructed to have low damage potential;</p> <p>H. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section 5.1.5.</p> <p>I. Appurtenant structures shall be constructed with electrical,</p>		
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OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.		
<p>5.2.4 Floodways</p> <p>Located within the special flood hazard areas established in section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:</p> <p>A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:</p> <ol style="list-style-type: none">1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;Or,2. A community may permit encroachments within the adopted regulatory	18.120.220	Missing some required language in left-hand column. Need to remove language in current Section D as FEMA Region 10 rescinded its policy on Fish enhancement structures in August of 2020. No-rise analysis are now required and CLOMRs/LOMRs are required whenever there will be a rise as a result of a habitat restoration project. (there is a fee waiver for the CLOMR/LOMR if there is at least \$1 of state or federal funding for the project).

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(Created 4/9/2019, last updated 4/19/2021)

<p>floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.</p> <p>B. If the requirements of section 5.2.4 (A) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section 5.0.</p>		
<p>5.2.5 Standards for Shallow Flooding Areas</p> <p>Shallow flooding areas appear on FIRMs as AO zones with depth designations or as AH zones with Base Flood Elevations. For AO zones the base flood depths range from one (1) to three (3) feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow.</p> <p>For both AO and AH zones, adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.</p>	Missing	N/A

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

5.2.5.1 Standards for AH Zones Development within AH Zones must comply with the standards in sections 5.1, 5.2, and 5.2.5(A).	Missing	N/A
5.2.5.2 Standards for AO Zones In AO zones, the following provisions apply in addition to the requirements in sections 5.1 and 5.2.5 : A. New construction, conversion to, and substantial improvement of residential structures and manufactured dwellings within AO zones shall have the lowest floor, including basement, elevated above the highest grade adjacent to the building, at minimum to or above the depth number specified on the Flood Insurance Rate Maps (FIRM) (INSERT COMMUNITY FREEBOARD REQUIREMENT HERE) (at least two (2) feet if no depth number is specified). For manufactured dwellings the lowest floor is considered to be the bottom of the longitudinal chassis frame beam. B. New construction, conversion to, and substantial improvements of non-residential structures within AO zones shall either: 1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, at minimum to or above the depth number specified on the Flood Insurance Rate Maps (FIRMS) (INSERT COMMUNITY FREE BOARD REQUIREMENT HERE) (at	Missing	N/A

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

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<p>least two (2) feet if no depth number is specified); or</p> <p>2. Together with attendant utility and sanitary facilities, be completely floodproofed to or above the depth number specified on the FIRM (INSERT COMMUNITY FREEBOARD REQUIREMENT HERE) or a minimum of two (2) feet above the highest adjacent grade if no depth number is specified, so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in section 5.2.3.3(A)(4).</p> <p>C. Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:</p> <ol style="list-style-type: none">1. Be on the site for fewer than 180 consecutive days, and2. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only		
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(Created 4/9/2019, last updated 4/19/2021)

<p>by quick disconnect type utilities and security devices, and has no permanently attached additions; or</p> <p>3. Meet the elevation requirements of section 5.2.5.2(A), and the anchoring and other requirements for manufactured dwellings of section 5.2.3.4.</p> <p>D. In AO zones, new and substantially improved appurtenant structures must comply with the standards in section 5.2.3.6.</p> <p>E. In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in section 5.2.1.</p>		
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Sections in local regulations that are not covered by above language:

(Note section reference, brief description of language topic, if language represents higher standards, or if language needs to be removed because it is based on rescinded statutes, rules, or policies)

The community has additional standards that the state supports and encourages the community to keep:
18.120.190, 18.120.270, 18.120.300, 18.120.310, 18.120.330

The community has one section of additional standards that I've forwarded to FEMA for review to ensure they can remain...are NFIP compliant under current FEMA NFIP minimum standards/policies (updates to October 2009 policy):
18.120.160 Temporary encroachments into the floodway.

Oregon Model Flood Ordinance Regulatory Crosswalk

Section	Code of Federal Regulations (CFR) and Technical Bulletin Citation(s)	State of Oregon Citation(s) (Goal 7, Specialty Codes*, ORS)
1.1 Statutory Authorization	59.22(a)(2)	Goal 7; ORS 203.035 (Counties), ORS 197.175 (Cities)
1.2 Findings of Fact	59.22(a)(1)	Goal 7
1.3 Statement of Purpose	59.2; 59.22(a)(1) and (8); 60.22	Goal 7
1.4 Methods of Reducing Flood Losses	60.22	Goal 7

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

2.0 Definitions	59.1	Goal 7
3.1 Lands to Which this Ordinance Applies	59.22(a)	Goal 7
3.2 Basis for Establishing the Special Flood Hazard Areas	59.22(a)(6); 60.2(h)	Goal 7
3.3 Coordination with Specialty Codes Adopted by the State of Oregon Building Codes Division		ORS 455
3.4.1 Compliance	60.1(b) – (d)	Goal 7
3.4.2 Penalties for Noncompliance	60.1(b) – (d)	Goal 7
3.5.1 Abrogation	60.1(b) – (d)	Goal 7
3.5.2 Severability		
3.6 Interpretation	60.1(b) – (d)	Goal 7
3.7.1 Warning		
3.7.2 Disclaimer of Liability		
4.1 Designation of the Floodplain Administrator	59.22(b)(1)	Goal 7
4.2.1 Permit Review	60.3(a)(1) – (3); 60.3(c)(10)	Goal 7
4.2.2 Information to be Obtained and Maintained	59.22(a)(9)(iii); 60.3(b)(5)(i) and (iii); 60.3(c)(4); 60.3(b)(3); 60.6(a)(6)	Goal 7; 105.9; R106.1.4; R109.1.3; R109.1.6.1; R322.1.10; R322.3.6
4.2.3.1 Community Boundary Alterations	59.22(a)(9)(v)	Goal 7
4.2.3.2 Watercourse Alterations	60.3(b)(6) – (7), 65.6(12) – (13)	Goal 7
4.2.3.3 Requirement to Submit New Technical Data	65.3, 65.6, 65.7, 65.12	Goal 7
4.2.4 Substantial Improvement and Substantial Damage Assessments and Determinations	59.1; 60.3(a)(3); 60.3(b)(2); 60.3(b)(5)(i); 60.3(c)(1),(2),(3),(5) – (8),(10), (12); 60.3(d)(3); 60.3(e)(4),(5),(8)	Goal 7
4.3.1 Floodplain Development Permit Required	60.3(a)(1)	Goal 7
4.3.2 Application for Development Permit	60.3(a)(1); 60.3(b)(3); 60.3(c)(4)	Goal 7; R106.1.4; R322.3.6
4.4 Variance Procedure	60.6(a)	Goal 7
4.4.1 Conditions for Variances	60.6(a)	Goal 7
4.4.2 Variance Notification	60.6(a)(5)	Goal 7
5.1.1 Alteration of Watercourses	60.3(b)(6) and (7)	Goal 7
5.1.2 Anchoring	60.3(a)(3); 60.3(b)(1),(2), and (8)	Goal 7; R322.1.2
5.1.3 Construction Materials and Methods	60.3(a)(3), TB 2; TB 11	Goal 7; R322.1.3; R322.1.3
5.1.4.1 Water Supply, Sanitary Sewer, and On-Site Waste Disposal Systems	60.3(a)(5) and (6)	Goal 7; R322.1.7
5.1.4.2 Electrical, Mechanical, Plumbing, and Other Equipment	60.3(a)(3)	Goal 7; R322.1.6;
5.1.5 Tanks		R322.2.4; R322.3.7

OR MODEL FLOOD ORDINANCE CHECKLIST – LOCAL FLOODPLAIN REGULATION REVIEW TOOL

(Created 4/9/2019, last updated 4/19/2021)

5.1.6 Subdivision Proposals	60.3(a)(4)(i) – (iii); 60.3(b)(3)	Goal 7
5.1.7 Use of Other Base Flood Data	60.3(a)(3); 60.3(b)(4); 60.3(b)(3); TB 10-01	Goal 7; R322.3.2
5.1.8 Structures Located in Multiple or Partial Flood Zones		R322.1
5.2.1 Flood Openings	60.3(c)(5); TB 1; TB 11	Goal 7; R322.2.2; R322.2.2.1
5.2.2 Garages	TB 7-93	R309
5.2.3.1 Before Regulatory Floodway	60.3(c)(10)	Goal 7
5.2.3.2 Residential Construction	60.3(c)(2)	Goal 7
5.2.3.3 Non-residential Construction	60.3(c)(3) – (5); TB 3	Goal 7; R322.2.2; R322.2.2.1
5.2.3.4 Manufactured Dwellings	60.3(b)(8); 60.3(c)(6)(iv); 60.3(c)(12)(ii)	Goal 7; State of OR Manufactured Dwelling Installation Specialty Code (MDISC) and associated statewide Code Interpretation dated 1/1/2011
5.2.3.5 Recreational Vehicles	60.3(c)(14)(i) – (iii)	Goal 7
5.2.3.6 Appurtenant (Accessory) Structures	60.3(c)(5); TB 1; TB 7-93	S105.2; R105.2
5.2.4 Floodways	60.3(d); FEMA Region X Fish Enhancement Memo (Mark Riebau)	Goal 7
5.2.5 Standards for Shallow Flooding Areas	60.3(c)(7),(8),(11), and (14)	Goal 7
5.3 Specific Standards for Coastal High Hazard Flood Zones, and		
5.3.1 Development Standards	60.3(e); TB 5; TB 8; TB 9	Goal 7; R322.3.1; R322.3.2; R322.3.3; R322.3.4; R322.3.5
5.3.1.1 Manufactured Dwelling Standards for Coastal High Hazard Zones	60.3(e)(8)(i) – (iii)	Goal 7; RR322.3.2; State of OR Manufactured Dwelling Installation Specialty Code (MDISC) and associated statewide Code Interpretation dated 1/1/2011
5.3.1.2 Recreational Vehicle Standards for Coastal High Hazard Zones	60.3(e)(9)(i)- (iii)	Goal 7

State of Oregon Model Flood Hazard Management Ordinance

Current Version Effective: October 23, 2020

(Minor typo and reference corrections effective: Nov. 27, 2019)

(Last version effective: Aug. 9, 2019)

Introduction

The model flood hazard ordinance has been prepared by the State of Oregon Department of Land Conservation and Development (DLCD) and has been reviewed and approved by FEMA Region X. Adoption of the ordinance language provided will ensure compliance with the minimum standards for participation in the National Flood Insurance Program (NFIP).

The model flood hazard ordinance includes standards and provisions that encourage sound floodplain management. The language is based on the minimum requirements of the NFIP found in the [Code of Federal Regulations](#) (CFRs), [Oregon's statewide land use planning Goal 7](#), and the [Oregon specialty codes](#).

Instructions for How to Use this Document

This 2019 version of the model ordinance includes a Table of Contents and a Regulatory Crosswalk that identifies the federal and state standards that align to and are reflected in each section.

Ordinance Language Legend:

- Black: Represents the NFIP and state minimum requirements and must be included in your community's ordinance to ensure compliance.
- Red: Represents language that must be replaced with community specific information. Only include the appropriate language for your community.
- Purple: Represents language required for communities with Coastal High Hazard Areas mapped by FEMA (V Zones or Coastal A Zones).
(DELETE ALL PURPLE LANGUAGE IF NOT A COASTAL COMMUNITY).
- [Hyperlinks](#): Link to other sections of the document; including the Appendices, which contain optional and highly recommended language.

Note Regarding the Appendices:

Each community should review the optional language provided in Appendices A and B whenever a hyperlink is provided, and identify what language to include based on their community floodplain management goals. Adopting higher standards is recommended and can provide benefits to your community, including financial savings on individual flood insurance policies.

Summary of Changes from the 2014 version to the 2019 Version of the Oregon Model Flood Hazard Ordinance:

The 2019 version of the Oregon Model Flood Hazard Ordinance (to be referred to herein as the “2019 model ordinance”), varies from the previous version in its reorganization of some sections and subsections, as well as the modification of content to include new sections and revisions to existing sections.

In general, the content was revised to more closely match (verbatim) the language in the sections of Code of Federal Regulations (CFR), which contain the minimum requirements for the National Flood Insurance Program (NFIP). The content was also revised to incorporate relevant standards in the State of Oregon’s Specialty Codes, and updates to those standards that have changed in the last 5 – 10 years. A breakdown of the primary changes found in the 2019 model ordinance is provided below:

1. Some definitions have been added, removed, or reworded to match the CFR definitions verbatim, as required by FEMA. There are additional optional and recommended definitions provided in [Appendix A](#).
2. The 2019 model ordinance notes the requirement for coordination with State of Oregon Specialty Codes (section **3.3**) and incorporates relevant requirements (higher standards) from the Specialty Codes to ensure alignment between the model flood ordinance language and the building code language. For example, the 2019 model ordinance:
 - a. Directly addresses “Garages” (section **5.2.2**) and “Tanks” (section **5.1.5**) by incorporating the relevant NFIP and State of Oregon Specialty Code requirements into the ordinance language.
 - b. Incorporates the Specialty Codes additional standards for flood openings in residential structures that require a building permit (section **5.2.1**).
3. The floodplain development permit and permit review requirements have been expanded in the 2019 model ordinance (sections **4.3.2** and **4.2.1**) to more accurately capture all of the information a community Floodplain Administrator is required to

obtain and review to ensure a floodplain development proposal complies with the standards of the 2019 model ordinance (minimum NFIP and state standards).

4. The 2019 model ordinance expands the requirements for “Information to be Obtained and Maintained” (section **4.2.2**). To reflect the NFIP minimum requirements and Oregon Specialty Code Requirements.
5. The 2019 model ordinance also has a new section, **4.2.3.1**, “Community Boundary Alterations”, that reflects the NFIP minimum requirement for communities to notify FEMA when their boundaries change (i.e. when annexations occur).
6. The 2019 model ordinance clearly indicates that floodplain managers have a duty to conduct Substantial Improvement (SI) assessments and Substantial Damage (SD) determinations in a new section **4.2.4**. Both SI and SD are defined in section **2.0**. SI review is required for all structural development proposals and other development activities associated with or attached to a structure. This section is designed to help ensure that each floodplain development file includes SI calculations whenever appropriate, as well as the floodplain administrator’s determination of whether the proposed development activity qualifies as SI. SD review is required whenever structures have been damaged due to natural or other events (i.e. house fire). Please refer FEMA Publication 758: *Substantial Improvement/Substantial Damage Desk Reference*, available for download at: <https://www.fema.gov/media-library/assets/documents/18562> for additional details regarding SI and SD.
7. There is a change to the “Variance Conditions” section in the 2019 model ordinance. Per FEMA guidance, the variance condition related to historic structures has been removed. For more details, including an explanation of the reasons for this change, please see the note in [Appendix B, for section 4.4.1](#).
8. In the 2019 model ordinance, subdivisions and other development proposals (including manufactured dwelling parks and subdivisions) have been addressed directly in the new section **5.1.6**, and the language reflects the requirements minimum NFIP requirements in 44 CFR 60.3(a)(4), and 60.3(b)(3).
9. Section **5.1.7**, “Use of Other Base Flood Data” has been moved out of the administration section and the language has been updated to reflect the minimum state and NFIP standards.
10. Section **5.1.8**, “Structures Located in Multiple or Partial Flood Zones”, has been added to reflect how the NFIP and State of Oregon Specialty Codes address structures that fall within multiple flood zones or are partially within one or more flood zones.

11. Section **5.2**, which addresses the specific standards for riverine flood zones has been re-organized slightly, but it is still broken down by the type of FEMA Flood Insurance Rate Map (FIRM) flood zone and the level of detail or information available. It has also been amended to add the following sections at the beginning:
 - a. Section **5.2.1**, “Flood Openings,” which covers the NFIP minimum requirements and additional Oregon Specialty Code requirements for residential structures requiring a building permit.
 - b. Section **5.2.2**, “Garages,” addresses the specific requirements for attached and detached garages under the NFIP minimum standards and Oregon Specialty Code requirements.

Summary of Changes Made Under October 2020 Revisions to the Model Ordinance Language:

1. Removal of optional language from Appendix B that reflected the FEMA Region X Fish Enhancement Policy that was rescinded in 2020.
2. Addition of the word “and” after the first bullet in Section **5.2.3.5**, the standards for recreational vehicles based on FEMA interpretation of the regulatory language for this standard in 44 CFR 60.3 as having an implied “and”.
3. Addition of the words “conversion to” into the residential and non-residential development standards Sections **5.2.3.2** and **5.2.3.3**. This language was added to ensure that structures that are converted to different uses within the Special Flood Hazard Area are brought into compliance with residential standards for life, safety, and property damage prevention purposes.
4. Addition of “replacement” to the language in Section **5.2.3.4** standards for manufactured dwellings to ensure that the standards in this section are applied to replacement manufactured homes as well as new and substantially improved manufactured dwellings.

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Oregon Model Flood Ordinance Regulatory Crosswalk

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4.2.3.2 Watercourse Alterations	60.3(b)(6) – (7), 65.6(12 - 13)	Goal 7
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4.3.1 Floodplain Development Permit Required	60.3(a)(1)	Goal 7
4.3.2 Application for Development Permit	60.3(a)(1); 60.3(b)(3); 60.3(c)(4)	Goal 7; R106.1.4; R322.3.6
4.4 Variance Procedure	60.6(a)	Goal 7
4.4.1 Conditions for Variances	60.6(a)	Goal 7
4.4.2 Variance Notification	60.6(a)(5)	Goal 7
5.1.1 Alteration of Watercourses	60.3(b)(6) and (7)	Goal 7
5.1.2 Anchoring	60.3(a)(3); 60.3(b)(1),(2), and (8)	Goal 7; R322.1.2
5.1.3 Construction Materials and Methods	60.3(a)(3), TB 2; TB 11	Goal 7; R322.1.3; R322.1.3
5.1.4.1 Water Supply, Sanitary Sewer, and On-Site Waste Disposal Systems	60.3(a)(5) and (6)	Goal 7; R322.1.7
5.1.4.2 Electrical, Mechanical, Plumbing, and Other Equipment	60.3(a)(3)	Goal 7; R322.1.6;
5.1.5 Tanks		R322.2.4; R322.3.7
5.1.6 Subdivision Proposals	60.3(a)(4)(i) – (iii); 60.3(b)(3)	Goal 7
5.1.7 Use of Other Base Flood Data	60.3(a)(3); 60.3(b)(4); 60.3(b)(3); TB 10-01	Goal 7; R322.3.2
5.1.8 Structures Located in Multiple or Partial Flood Zones		R322.1
5.2.1 Flood Openings	60.3(c)(5); TB 1; TB 11	Goal 7; R322.2.2; R322.2.2.1
5.2.2 Garages	TB 7-93	R309
5.2.3.1 Before Regulatory Floodway	60.3(c)(10)	Goal 7
5.2.3.2 Residential Construction	60.3(c)(2)	Goal 7
5.2.3.3 Non-residential Construction	60.3(c)(3) – (5); TB 3	Goal 7; R322.2.2; R322.2.2.1
5.2.3.4 Manufactured Dwellings	60.3(b)(8); 60.3(c)(6)(iv); 60.3(c)(12)(ii)	Goal 7; State of OR Manufactured Dwelling Installation Specialty Code (MDISC) and associated statewide Code Interpretation dated 1/1/2011
5.2.3.5 Recreational Vehicles	60.3(c)(14)(i) – (iii)	Goal 7

5.2.3.6 Appurtenant (Accessory) Structures	60.3(c)(5); TB 1; TB 7-93	S105.2; R105.2
5.2.4 Floodways	60.3(d); FEMA Region X Fish Enhancement Memo (Mark Riebau)	Goal 7
5.2.5 Standards for Shallow Flooding Areas	60.3(c)(7),(8),(11), and (14)	Goal 7
5.3 Specific Standards for Coastal High Hazard Flood Zones, and 5.3.1 Development Standards	60.3(e); TB 5; TB 8; TB 9	Goal 7; R322.3.1; R322.3.2; R322.3.3; R322.3.4; R322.3.5
5.3.1.1 Manufactured Dwelling Standards for Coastal High Hazard Zones	60.3(e)(8)(i) – (iii)	Goal 7; RR322.3.2; State of OR Manufactured Dwelling Installation Specialty Code (MDISC) and associated statewide Code Interpretation dated 1/1/2011
5.3.1.2 Recreational Vehicle Standards for Coastal High Hazard Zones	60.3(e)(9)(i)- (iii)	Goal 7
5.3.1.3 Tank Standards for Coastal High Hazard Zones		R322.2.4; R322.3.7

*[Link to Oregon Specialty Codes](#)

1.0 STATUTORY AUTHORITY, FINDINGS OF FACT, PURPOSE, AND METHODS

1.1 STATUTORY AUTHORIZATION

The State of Oregon has in **ORS 203.035 (COUNTIES) OR ORS 197.175 (CITIES)** delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the **COMMUNITY NAME** does ordain as follows:

1.2 FINDINGS OF FACT

- A. The flood hazard areas of **COMMUNITY NAME** are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;

- F. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a special flood hazard area
- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage;
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.

Appeal: A request for a review of the interpretation of any provision of this ordinance or a request for a variance.

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

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

Base flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

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

Flood or Flooding:

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

Flood elevation study: See "Flood Insurance Study".

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

Flood Insurance Study (FIS): An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

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

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

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured dwelling: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".

Manufactured dwelling park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

Mean sea level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction: For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by **COMMUNITY NAME** and includes any subsequent improvements to such structures.

Recreational vehicle: A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area: See "Area of special flood hazard" for this definition.

Start of construction: Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance: A grant of relief by **COMMUNITY NAME** from the terms of a flood plain management regulation.

Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

[Additional Optional Language Provided in Appendix A](#)

3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of **COMMUNITY NAME**.

3.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for **"EXACT TITLE OF FLOOD INSURANCE STUDY FOR COMMUNITY"**, dated **DATE (MONTH DAY, FOUR DIGIT YEAR)**, with accompanying Flood Insurance Rate Maps (FIRMs) **LIST ALL EFFECTIVE FIRM PANELS HERE (UNLESS ALL PANELS ARE BEING REPLACED THROUGH A NEW COUNTY_WIDE MAP THAT INCORPORATES ALL PREVIOUS PANELS/VERSIONS, IN THAT SITUATION PANELS DO NOT NEED TO BE INDIVIDUALLY LISTED)** are hereby adopted by reference and declared to be a part of this ordinance. The FIS and FIRM panels are on file at **INSERT THE LOCATION (I.E. COMMUNITY PLANNING DEPARTMENT LOCATED IN THE COMMUNITY ADMINISTRATIVE BUILDING)**.

3.3 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in ORS 455 that the **INSERT COMMUNITY NAME** administers and enforces the State of Oregon Specialty Codes, the **INSERT COMMUNITY NAME** does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

3.4 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

3.4.1 COMPLIANCE

All development within special flood hazard areas is subject to the terms of this ordinance and required to comply with its provisions and all other applicable regulations.

3.4.2 PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a (INSERT INFRACTION TYPE (I.E. MISDEMEANOR). INSERT PENALTIES PER STATE/LOCAL LAW ASSOCIATED WITH SPECIFIED INFRACTION TYPE (I.E. ANY PERSON WHO VIOLATES THE REQUIREMENTS OF THIS ORDINANCE SHALL UPON CONVICTION THEREOF BE FINED NOT MORE THAN A SPECIFIED AMOUNT OF MONEY...)) Nothing contained herein shall prevent the COMMUNITY NAME from taking such other lawful action as is necessary to prevent or remedy any violation.

3.5 ABROGATION AND SEVERABILITY

3.5.1 ABROGATION

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5.2 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

3.6 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.7 WARNING AND DISCLAIMER OF LIABILITY

3.7.1 WARNING

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

3.7.2 DISCLAIMER OF LIABILITY

This ordinance shall not create liability on the part of the **COMMUNITY NAME**, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

4.0 ADMINISTRATION

4.1 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The **INSERT INDIVIDUAL JOB TITLE** is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

[Additional Recommended Language Provided in Appendix B](#)

4.2 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:

4.2.1 PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of this ordinance have been satisfied;
- B. All other required local, state, and federal permits have been obtained and approved.

- C. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section **5.2.4** are met; and
- D. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of sections **5.1.7**; and
- E. Provide to building officials the Base Flood Elevation (BFE) **(ADD FREEBOARD IF COMMUNITY HAS HIGHER ELEVATION STANDARDS)** applicable to any building requiring a development permit.
- F. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section **2.0**.
- G. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section **5.1.1**.
- H. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

4.2.2 INFORMATION TO BE OBTAINED AND MAINTAINED

The following information shall be obtained and maintained and shall be made available for public inspection as needed:

- A. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with section **5.1.7**.
- B. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections **5.2.4**, **4.2.1(B)** are adhered to.
- C. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
- D. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.

- E. Maintain all Elevation Certificates (EC) submitted to the community;
- F. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section **5.1.7**.
- G. Maintain all floodproofing certificates required under this ordinance;
- H. Record and maintain all variance actions, including justification for their issuance;
- I. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section **5.2.4**.
- J. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section **4.2.4**.
- K. Maintain for public inspection all records pertaining to the provisions of this ordinance.

4.2.3 REQUIREMENT TO NOTIFY OTHER ENTITIES AND SUBMIT NEW TECHNICAL DATA

4.2.3.1 COMMUNITY BOUNDARY ALTERATIONS

The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

4.2.3.2 WATERCOURSE ALTERATIONS

Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the

applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

- A. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
- B. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section **4.2.3.3**. Ensure compliance with all applicable requirements in sections **4.2.3.3** and **5.1.1**.

4.2.3.3 REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 of the Code of Federal Regulations (CFR), Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- A. Proposed floodway encroachments that increase the base flood elevation; and
- B. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

[Additional Recommended Language Provided in Appendix B](#)

4.2.4 SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS

Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section **4.2.2**. Conduct Substantial Damage (SD) (as defined in section 2.0)

assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section 3.2) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

4.3 ESTABLISHMENT OF DEVELOPMENT PERMIT

4.3.1 FLOODPLAIN DEVELOPMENT PERMIT REQUIRED

A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section 3.2. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section 2.0, including fill and other development activities.

4.3.2 APPLICATION FOR DEVELOPMENT PERMIT

Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically the following information is required:

- A. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section 4.2.2.
- B. In coastal flood zones (V zones and coastal A zones), the proposed elevation in relation to mean sea level of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all structures, and whether such structures contain a basement;
- C. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
- D. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section 5.2.3.3.
- E. Description of the extent to which any watercourse will be altered or relocated.
- F. Base Flood Elevation data for subdivision proposals or other development when required per sections 4.2.1 and 5.1.6.
- G. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.

- H. The amount and location of any fill or excavation activities proposed.

4.4 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

4.4.1 CONDITIONS FOR VARIANCES

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections **4.4.1 (C) and (E), and 4.4.2**. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
- B. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- C. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- E. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section **4.4.1 (B) – (D)** are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

[Additional Optional Language Provided in Appendix B](#)

4.4.2 VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will

result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section **4.2.2**.

5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

5.1.1 ALTERATION OF WATERCOURSES

Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections **4.2.3.2** and **4.2.3.3**.

5.1.2 ANCHORING

- A. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. All manufactured dwellings shall be anchored per section **5.2.3.4**.

5.1.3 CONSTRUCTION MATERIALS AND METHODS

- A. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- B. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

5.1.4 UTILITIES AND EQUIPMENT

5.1.4.1 WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

- B. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- C. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

5.1.4.2 ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level (**INSERT ANY COMMUNITY FREEBOARD REQUIREMENT HERE**) or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaced as part of a substantial improvement.

5.1.5 TANKS

- A. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
- B. Above-ground tanks shall be installed at or above the base flood level (**INSERT COMMUNITY FREEBOARD REQUIREMENT HERE**) or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

5.1.6 SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

- A. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
- B. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - 1. Be consistent with the need to minimize flood damage.
 - 2. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

3. Have adequate drainage provided to reduce exposure to flood hazards.

5.1.7 USE OF OTHER BASE FLOOD ELEVATION DATA

When Base Flood Elevation data has not been provided in accordance with section **3.2** the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section **5.0**. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section **5.1.6**.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available. **(INSERT REFERENCE TO ANY OF THIS TYPE OF INFORMATION TO BE USED FOR REGULATORY PURPOSES BY YOUR COMMUNITY, I.E. BASE LEVEL ENGINEERING DATA, HIGH WATER MARKS, HISTORICAL OR OTHER DATA THAT WILL BE REGULATED TO. THIS MAY BE NECESSARY TO ENSURE THAT THE STANDARDS APPLIED TO RESIDENTIAL STRUCTURES ARE CLEAR AND OBJECTIVE. IF UNCERTAIN SEEK LEGAL ADVICE, AT A MINIMUM REQUIRE THE ELEVATION OF RESIDENTIAL STRUCTURES AND NON-RESIDENTIAL STRUCTURES THAT ARE NOT DRY FLOODPROOFED TO BE 2FEET ABOVE HIGHEST ADJACENT GRADE).** Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

5.1.8 STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES

In coordination with the State of Oregon Specialty Codes:

- A. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
- B. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

[Additional Recommended Language Provided in Appendix B](#)

5.2 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section 5.1 of this ordinance.

5.2.1 FLOOD OPENINGS

All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.

Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- A. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- B. Be used solely for parking, storage, or building access;
- C. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - 1. A minimum of two openings,
 - 2. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - 3. The bottom of all openings shall be no higher than one foot above grade.
 - 4. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - 5. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

5.2.2 GARAGES

- A. Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - 1. If located within a floodway the proposed garage must comply with the requirements of section 5.2.4.
 - 2. The floors are at or above grade on not less than one side;
 - 3. The garage is used solely for parking, building access, and/or storage;
 - 4. The garage is constructed with flood openings in compliance with section 5.2.1 to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - 5. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;

6. The garage is constructed in compliance with the standards in section 5.1; and
 7. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.
- B. Detached garages must be constructed in compliance with the standards for appurtenant structures in section 5.2.3.6 or non-residential structures in section 5.2.3.3 depending on the square footage of the garage.

5.2.3 FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS

In addition to the general standards listed in section 5.1 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

5.2.3.1 BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

5.2.3.2 RESIDENTIAL CONSTRUCTION

- A. New construction, conversion to, and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at or above the Base Flood Elevation (BFE) (INSERT ADDITIONAL FREEBOARD FOR YOUR COMMUNITY – RECOMMEND MINIMUM OF 1FT ABOVE BFE).
- B. Enclosed areas below the lowest floor shall comply with the flood opening requirements in section 5.2.1.

[Additional Recommended Language Provided in Appendix B](#)

5.2.3.3 NON-RESIDENTIAL CONSTRUCTION

- A. New construction, conversion to, and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - 1. Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE) (INSERT ANY ADDITIONAL FREEBOARD REQUIREMENTS FOR YOUR COMMUNITY);
Or, together with attendant utility and sanitary facilities:

[Additional Recommended Language Provided in Appendix B](#)

- i. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section 4.2.2.
- B. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section 5.2.1.
- C. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below.

[Additional Recommended Language Provided in Appendix B](#)

5.2.3.4 MANUFACTURED DWELLINGS

- A. Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with section 5.2.1;
- B. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;

- C. Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
- D. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).

5.2.3.5 RECREATIONAL VEHICLES

Recreational vehicles placed on sites are required to:

- A. Be on the site for fewer than 180 consecutive days, and
- B. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the requirements of section 5.2.3.4, including the anchoring and elevation requirements for manufactured dwellings.

5.2.3.6 APPURTENANT (ACCESSORY) STRUCTURES

Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- A. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section 5.2.4.
- B. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- C. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
- D. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- E. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from

hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

- F. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section **5.2.1**;
- G. Appurtenant structures shall be located and constructed to have low damage potential;
- H. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section **5.1.5**.
- I. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

[Additional Optional Language Provided in Appendix B](#)

5.2.4 FLOODWAYS

Located within the special flood hazard areas established in section **3.2** are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 - 1. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
 - Or,
 - 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.

- B. If the requirements of section **5.2.4 (A)** are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section **5.0**.

5.2.5 STANDARDS FOR SHALLOW FLOODING AREAS

Shallow flooding areas appear on FIRMs as AO zones with depth designations or as AH zones with Base Flood Elevations. For AO zones the base flood depths range from one (1) to three (3) feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. For both AO and AH zones, adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.

5.2.5.1 STANDARDS FOR AH ZONES

Development within AH Zones must comply with the standards in sections **5.1**, **5.2**, and **5.2.5**.

5.2.5.2 STANDARDS FOR AO ZONES

In AO zones, the following provisions apply in addition to the requirements in sections **5.1** and **5.2.5**:

- A. New construction, conversion to, and substantial improvement of residential structures and manufactured dwellings within AO zones shall have the lowest floor, including basement, elevated above the highest grade adjacent to the building, at minimum to or above the depth number specified on the Flood Insurance Rate Maps (FIRM) **(INSERT COMMUNITY FREEBOARD REQUIREMENT HERE)** (at least two (2) feet if no depth number is specified). For manufactured dwellings the lowest floor is considered to be the bottom of the longitudinal chassis frame beam.
- B. New construction, conversion to, and substantial improvements of non-residential structures within AO zones shall either:
 - 1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, at minimum to or above the depth number specified on the Flood Insurance Rate Maps (FIRMS) **(INSERT**

- COMMUNITY FREE BOARD REQUIREMENT HERE)** (at least two (2) feet if no depth number is specified); or
2. Together with attendant utility and sanitary facilities, be completely floodproofed to or above the depth number specified on the FIRM **(INSERT COMMUNITY FREEBOARD REQUIREMENT HERE)** or a minimum of two (2) feet above the highest adjacent grade if no depth number is specified, so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in section **5.2.3.3(A)(4)**.
- C. Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:
1. Be on the site for fewer than 180 consecutive days, and
 2. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 3. Meet the elevation requirements of section **5.2.5.2(A)**, and the anchoring and other requirements for manufactured dwellings of section **5.2.3.4**.
- D. In AO zones, new and substantially improved appurtenant structures must comply with the standards in section **5.2.3.6**.
- E. In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in section **5.2.1**.

Appendix A – Optional Definitions

Building: See "Structure."

Below-grade crawl space: Means an enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point. *[Must add both this definition and the language in Appendix B, Section 5.2.3.7 to have a below-grade crawlspace foundation option in your community's ordinance.]*

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

Elevated building: Means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

Floodplain or flood prone area: Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain administrator: The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain management regulations: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Hazardous material: The Oregon Department of Environmental Quality defines hazardous materials to include any of the following:

- (a) Hazardous waste as defined in ORS 466.005;

- (b) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005
- (c) Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and 433.010 to 433.045 and 433.106 to 433.990;
- (d) Hazardous substances designated by the United States Environmental Protection Agency (EPA) under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;
- (e) Substances listed by the United States EPA in section 40 of the Code of Federal Regulations, Part 302 – Table 302.4 (list of Hazardous Substances and Reportable Quantities) and amendments;
- (f) Material regulated as a Chemical Agent under ORS 465.550;
- (g) Material used as a weapon of mass destruction, or biological weapon;
- (h) Pesticide residue;
- (i) Dry cleaning solvent as defined by ORS 465.200(9).

Letter of Map Change (LOMC): Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

- (a) **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA’s comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
- (b) **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA’s comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
- (c) **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA’s comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
- (d) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.

- (e) **Letter of Map Revision (LOMR):** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
- (f) **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
- (g) **PMR:** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

Regulatory floodway: See "Floodway".

Sheet flow area: See "Area of shallow flooding".

Water dependent: Means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of intrinsic nature of its operations.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Appendix B – Recommended and Optional Higher Standards

Section	Optional Higher Standard	Explanation	Highly Recommended
4.1	Add the following after the Job Title: “and their designee”	If a community designates a single position as the Floodplain Administrator (i.e. the Planning Director) this allows that position to designate others within the agency that can act as the Floodplain Administrator in case of vacation or other reasons. For example, the Planning Director can make the Senior Planner the designee, which will allow them to act as the Floodplain Administrator in their absence.	YES
4.2.3.3	<p>The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR.</p> <p>The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal permits.</p>	This additional language is not required under the NFIP but it makes it clear that applicants are required to develop the technical information and cover the costs associated with LOMR applications, and specifying this helps to manage community members’ expectations. The second paragraph assists in conveying that a community does not have to sign-off on a CLOMR/LOMR if they find that the project does not meet the requirements of their local code, or any state or federal laws.	YES
4.4.1	Variances may be issued for the repair or rehabilitation of historic structures upon a	Communities have the option of using either this language	

	<p>determination that the proposed repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.</p>	<p>or the Substantial Improvement definition exemption to regulate historic structures. Per FEMA P-467-2 (May 2008) <i>Floodplain Management Bulletin Historic Structures</i>, and FEMA P-993 (July 2014) <i>Floodplain Management Bulletin: Variances and the National Flood Insurance Program</i>.</p> <p>FEMA Region X advocates for the use of the Substantial Improvement Definition historic structure exclusion. The Region believes it may represent a less rigorous process for exclusion than the variance process.</p> <p>[Must current bullet E down to be bullet F and add this text as new bullet E, update citation in Bullet F to read (B – E) instead of default citation. Delete bullet 2 of the Substantial Improvement definition in section 2.0. Merge bullet 1 back into the definition by changing the last sentence of the SI definition to read: “The term does not, however, include: Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specification which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.”]</p>	
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5.1.9	<p>CRITICAL FACILITIES</p> <p>Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.</p>	<p>Regulatory language to prevent the location of critical facilities within high risk flood hazard areas. Critical facilities when damaged by flooding cause significant impacts to a community, risk to lives, and/or risks to critical infrastructure. Critical facilities like schools, hospitals, and fire stations often act as shelters and are required to provide aid during flood events, and should not be placed in special flood hazard area.</p> <p>[Must also adopt the definition of “critical facilities” in Appendix A, if this language is inserted into the ordinance.]</p>	<p>YES</p>
5.2.3.2 (A)	<p>Replace the default model ordinance language with the following:</p> <p>A. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to one (1) foot (CAN INCREASE TO UP TO 3 FEET) above the Base Flood Elevation (BFE).</p>	<p>For many years the State of Oregon Residential Specialty Code required that residential construction within riverine flood hazard areas had the lowest floor elevated to one (1) foot above the Base Flood Elevation (BFE). This was changed to allow for communities to go above one (1) foot or to just adopt the National Flood Insurance Program Minimum: “at or above the BFE”. The insurance savings and protection from flood events is significant for homes that are elevated one (1) foot or more above the BFE.</p>	<p>YES</p>

5.2.3.3 (A)(1)	<p>Replace the default model ordinance language with the following:</p> <p>1. Have the lowest floor, including basement elevated to one (1) foot (CAN INCREASE UP TO 3 FEET) above the Base Flood Elevation (BFE).</p>	<p>The State of Oregon Residential Specialty Code leaves it up to the community to determine if they wish to go above the NFIP minimum standard for elevating non-residential structures to be above the Base Flood Elevation. The more elevated a structure is the more it is protected from flood hazards. ASCE 24 provides recommended levels of elevation for different types of non-residential structures and these can provide guidance on the appropriate amount of freeboard (additional elevation) to be used for this section.</p>	<p>YES</p>
5.2.3.3 (D) & (E)	<p>D. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelop of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure</p> <p>E. Applicants shall supply an Emergency Action Plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.</p>	<p>The Flood Insurance Manual indicates that flood insurance companies are requiring both a Maintenance Plan and an Emergency Action Plan (EAP) for flood insurance policies to be rated based on floodproofing providing protection to the structure during the base flood event.</p>	<p>YES</p>
5.2.3.7	<p>BELOW-GRADE CRAWL SPACES</p> <p>A. The building must be designed and adequately anchored to resist flotation,</p>	<p>Below-grade crawlspaces are allowed subject to the standards in the optional</p>	

	<p>collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required flood openings stated in (INSERT CITATION FOR SECTION ADDRESSING FLOOD OPENING STANDARDS). Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than five (5) feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.</p> <p>B. The crawlspace is an enclosed area below the Base Flood Elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one (1) foot above the lowest adjacent exterior grade.</p> <p>C. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.</p> <p>D. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be</p>	<p>language, as found, in FEMA Technical Bulletin 11-01, Crawlspace Construction for Buildings Located in special flood hazard areas. These type of crawlspaces are common within Oregon. ASCE 24 also addresses this type of construction.</p> <p>[Your community must also add the definition for “Below-grade crawlspaces” in Appendix A to have a below grade crawlspace foundation option in your community’s ordinance.]</p>	
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	<p>placed above the BFE or sealed from floodwaters.</p> <p>E. The interior grade of a crawlspace below the BFE must not be more than two (2) feet below the lowest adjacent exterior grade.</p> <p>F. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four (4) feet at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.</p> <p>G. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.</p> <p>H. The velocity of floodwaters at the site shall not exceed five (5) feet per second for any crawlspace. For velocities in excess of five (5) feet per second, other foundation types should be used.</p>		
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Attached are two proposals for the Water Filter #1 rehab. My recommendation is to award to Westech for \$169,625. They are the original suppliers representatives and the company that did Filter #2.

Westech is for \$169, 625. This is a significant increase over Filter #2 but it has some additional work outlined for changing the level control system and replacement of the level control transmitter. It also includes disposal of the media.

Rebuild it services group is for \$158,106. It does not include any media replacement or disposal of the old media. The control system changes and level transmitter are not included.

Please let me know if you have any questions.

Thank you,

Sue

Sue Lawrence
Public Works Director
City of Rainier
PO Box 100
Rainier, OR 97048

503-396-1736





PROPOSAL DATE: July 12, 2021

PROPOSAL NUMBER: Q123562

PREPARED FOR:

City of Rainer, OR WTP
Rainer, OR
Attention: Sue Lawrence
PH: 503-556-7301 (City offices)
E-Mail: slawrence@cityofrainer.com

SCOPE OF WORK:

Rehabilitation of one exiting US Filter Triton filter and labor services as outlined below.

PREPARED BY:

Rebuild-it Services Group, LLC.
Tom Strottner
Main: (888) 709-5676
Direct: (385) 235-6925
Mobile: (801) 599-4571
E-Mail: tstrottner@rebuild-it.com
Website: rebuild-it.com

LOCAL REPRESENTATIVE:

Treatment Equipment Company
Chris McCalib
Mobile: (206) 909-1546
E-Mail: chris@tec-nw.com
Website: treatmentequipment.com

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rehabilitation of a US Filter Triton sand filter tank US Filter order number MF52001413. Rebuild-it shall supply labor services to repair the waste gate assembly and the recoating of the interior and exterior tank steel.

TURN-KEY LABOR SERVICES:

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of existing filter media.
- Removal of all items that are not to be media blasted.
- \$6,000 allowance for repairs of corroded tank areas.
- Repair of Waste Gate assembly
- Crane, mats, rigging equipment as needed.
- Reinstallation of filter media. **Media supplied by plant**
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in two (2) mobilizations.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- New filter media (sand, anthracite, etc.)
- Disposing of old debris/parts, media.





PRICING:

Cost for work as described \$53,739.00

SCHEDULE:

Estimated time to complete work 3 to 4 weeks.

MEDIA BLASTING AND RECOATING OF FILTER TANK:

Media blast, prime, and recoating of the interior and exterior of the filter tank and associated steel mounted on top of the filter with NSF approved coating system such as Tnemec series 20 Pota-Pox.

This proposal excludes the following items:

- Concrete wall and floor, access walkway around tank are not to be blasted and painted.
- Electrical disconnect and reconnect.
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.

PRICING:

Pricing for clarifier coating as described above \$104,367.00

SCHEDULE:

It is estimated to take 3 to 4 weeks for the coating.



PRICING & SCHEDULE SUMMARY:

PRICING:

Pricing for turn-key labor services as described above \$53,739.00

Pricing for media blast and paint as described above \$104,367.00

SCHEDULE:

Labor services: 3 to 4 weeks.

Media blasting & paint: 3 to 4 weeks.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.

P.O. Box 1493

West Jordan, Utah 84084

Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to the invoice and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,000.00 per day plus expenses.



WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.



Proposal No. Q123562

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.



Proposal No. Q123562

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest

thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Rainier Water Treatment Plant

Rainier, Oregon

Equipment Furnished by
WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115
801.265.1000
801.265.1080 fax

Quote Furnished by
Justin Saltzgeber
801.631.0962
jsaltzgeber@westech-inc.com

David Worthington
801.290.1171
dworthington@westech-inc.com

WesTech Represented by
Goble Sampson
John Darch
22526 SE 64th Place, Suite 240
Issaquah, Washington 98027
425.392.0491
jdarch@goblesampson.com

Scope of Supply
Refurbish WesTech® Microfloc® Trident® ½ TR-
210A Clarifier and Filter

WesTech Proposal: 2199085.2
Date: June 22, 2021

WESTECH



Refurbish WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter

Scope of Supply

WesTech shall refurbish one (1) WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter, Serial No. MF52001413 at Rainier WTP in Rainier, Oregon.

Scope of Work

Item	Value/Description
Mobilize	Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.
Remove Clarifier and Filter Media	Remove and dispose the WesTech proprietary media from the clarifier; and the anthracite, sand, and garnet from the filter.
Remove Underdrain Parts	Remove the underdrain parts from filter.
Blast Clean the tank	Find & repair any tank surface corrosion that poses potential leak issues. Blast the interior of the tank to prepare it for the new paint coating.
Paint the Tank	<p>Paint the interior of the tank with a coating that complies with the AWWA's D102-06 standard for an interior coating system, and certified in accordance with NSF61, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-15BL Tank White Pota-Pox Plus (5.0-8.0 mils DFT) <p>Paint the exterior of the tank, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-B5712 WesTech Blue Pota-Pox Plus (5.0-8.0 mils DFT)
Reinstall Filter Underdrain with Certain Parts Replaced	<p>Reinstall the underdrain parts. The reinstallation will include an upgrade to the effluent controls from pneumatic to ultrasonic controls. The following parts will be replaced with new:</p> <ul style="list-style-type: none">• Triton Underdrain with Gasket (8)

	<ul style="list-style-type: none"> • Media Retaining Strainer (18) • Triton Gasket (8) • Suction Screen Strainer (1) • Ultrasonic Level Control with transmitter & bracket (1) • Control parts to convert from pneumatic to ultrasonic (1)
Replace Certain Parts on the Waste Gate Assembly	<p>The following parts from the Waste Gate assembly will be replaced:</p> <ul style="list-style-type: none"> • Gasket Strip (120") • Side Retainer Seal Gasket (2) • Bottom Retainer Seal Gasket (1) • Waste Gate Bearing (2) • Waste Gate Cylinder (1) • Shaft Collar with set screw (2) • Rod Clevis, cylinder end (1)
Install New Media in the Clarifier and Filter	<p>WesTech will provide all new filtration media, except the customer will provide the anthracite. The following amounts will be installed:</p> <ul style="list-style-type: none"> • 140 ft³ MS-107/MS-110 WesTech proprietary AC Media in the Clarifier • 35 ft³ MS-21 Garnet in the Filter • 53 ft³ MS-18 Silica Sand in the Filter • 106 ft³ MS-4 Anthracite in the Filter (If you do not have adequate amount of anthracite, additional may be purchased from WesTech.)
Startup the Unit	

Refurbishment Schedule	
Week 1	<ul style="list-style-type: none"> • Mobilize • Remove Clarifier and Filter Media • Remove Underdrain Parts • Blast Clean the tank • Paint the Tank
Weekend	Paint cures
Week 2	<ul style="list-style-type: none"> • Reinstall Filter Underdrain with Certain Parts Replaced • Replace Certain Parts on the Waste Gate Assembly

	<ul style="list-style-type: none"> • Install New Media in the Clarifier and Filter • Startup the Unit
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Items Not Included in WesTech's Base Scope of Supply

- Any scope of work, outside of the previous job found on proposal 2099092 done in 2020 (ie same size tank, same amount of media etc...)
- Painting the outside of the tank. (except for touch up)
- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.
- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors (other than listed in scope above), concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Warranty

One (1) year.

This proposal has been reviewed for accuracy and is approved for issue:

By: **David Worthington**

Date: June 22, 2021

Commercial Firm Proposal

Quote Name: Rainier WTP

Proposal Number: 2199085.2

Date: June 22, 2021

WesTech Reference Project #: MF52001413

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	David Worthington
Phone	801.290.1877
Email	dworthington@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency

US Dollars

Scope of Supply

Refurbish WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter	TOTAL	\$ 169,625.00
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ADDER: MS-4 Anthracite – 1 ft³ bag

\$ 20 per bag

Prices are for a period not to exceed 30 days from date of proposal.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

Not Included

3. Payment Terms

Net due 30 days after shipment

100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment after a purchase order is received.

10-12 weeks

5. Freight

FOB Shipping Point, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. Backcharges: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



PROPOSAL DATE: July 12, 2021

PROPOSAL NUMBER: Q123562

PREPARED FOR:

City of Rainer, OR WTP
Rainer, OR
Attention: Sue Lawrence
PH: 503-556-7301 (City offices)
E-Mail: slawrence@cityofrainer.com

SCOPE OF WORK:

Rehabilitation of one exiting US Filter Triton filter and labor services as outlined below.

PREPARED BY:

Rebuild-it Services Group, LLC.
Tom Strottner
Main: (888) 709-5676
Direct: (385) 235-6925
Mobile: (801) 599-4571
E-Mail: tstrottner@rebuild-it.com
Website: rebuild-it.com

LOCAL REPRESENTATIVE:

Treatment Equipment Company
Chris McCalib
Mobile: (206) 909-1546
E-Mail: chris@tec-nw.com
Website: treatmentequipment.com

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rehabilitation of a US Filter Triton sand filter tank US Filter order number MF52001413. Rebuild-it shall supply labor services to repair the waste gate assembly and the recoating of the interior and exterior tank steel.

TURN-KEY LABOR SERVICES:

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of existing filter media.
- Removal of all items that are not to be media blasted.
- \$6,000 allowance for repairs of corroded tank areas.
- Repair of Waste Gate assembly
- Crane, mats, rigging equipment as needed.
- Reinstallation of filter media. **Media supplied by plant**
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in two (2) mobilizations.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- New filter media (sand, anthracite, etc.)
- Disposing of old debris/parts, media.





PRICING:

Cost for work as described \$53,739.00

SCHEDULE:

Estimated time to complete work 3 to 4 weeks.

MEDIA BLASTING AND RECOATING OF FILTER TANK:

Media blast, prime, and recoating of the interior and exterior of the filter tank and associated steel mounted on top of the filter with NSF approved coating system such as Tnemec series 20 Pota-Pox.

This proposal excludes the following items:

- Concrete wall and floor, access walkway around tank are not to be blasted and painted.
- Electrical disconnect and reconnect.
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.

PRICING:

Pricing for clarifier coating as described above \$104,367.00

SCHEDULE:

It is estimated to take 3 to 4 weeks for the coating.



PRICING & SCHEDULE SUMMARY:

PRICING:

Pricing for turn-key labor services as described above \$53,739.00

Pricing for media blast and paint as described above \$104,367.00

SCHEDULE:

Labor services: 3 to 4 weeks.

Media blasting & paint: 3 to 4 weeks.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.

P.O. Box 1493

West Jordan, Utah 84084

Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to the invoice and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,000.00 per day plus expenses.



WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.



Proposal No. Q123562

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.



Proposal No. Q123562

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest

thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Rainier Water Treatment Plant

Rainier, Oregon

Equipment Furnished by
WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115
801.265.1000
801.265.1080 fax

Quote Furnished by
Justin Saltzgeber
801.631.0962
jsaltzgeber@westech-inc.com

David Worthington
801.290.1171
dworthington@westech-inc.com

WesTech Represented by
Goble Sampson
John Darch
22526 SE 64th Place, Suite 240
Issaquah, Washington 98027
425.392.0491
jdarch@goblesampson.com

Scope of Supply
Refurbish WesTech® Microfloc® Trident® ½ TR-
210A Clarifier and Filter

WesTech Proposal: 2199085.2
Date: June 22, 2021

WESTECH



Refurbish WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter

Scope of Supply

WesTech shall refurbish one (1) WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter, Serial No. MF52001413 at Rainier WTP in Rainier, Oregon.

Scope of Work

Item	Value/Description
Mobilize	Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.
Remove Clarifier and Filter Media	Remove and dispose the WesTech proprietary media from the clarifier; and the anthracite, sand, and garnet from the filter.
Remove Underdrain Parts	Remove the underdrain parts from filter.
Blast Clean the tank	Find & repair any tank surface corrosion that poses potential leak issues. Blast the interior of the tank to prepare it for the new paint coating.
Paint the Tank	<p>Paint the interior of the tank with a coating that complies with the AWWA's D102-06 standard for an interior coating system, and certified in accordance with NSF61, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-15BL Tank White Pota-Pox Plus (5.0-8.0 mils DFT) <p>Paint the exterior of the tank, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-B5712 WesTech Blue Pota-Pox Plus (5.0-8.0 mils DFT)
Reinstall Filter Underdrain with Certain Parts Replaced	<p>Reinstall the underdrain parts. The reinstallation will include an upgrade to the effluent controls from pneumatic to ultrasonic controls. The following parts will be replaced with new:</p> <ul style="list-style-type: none">• Triton Underdrain with Gasket (8)

	<ul style="list-style-type: none"> • Media Retaining Strainer (18) • Triton Gasket (8) • Suction Screen Strainer (1) • Ultrasonic Level Control with transmitter & bracket (1) • Control parts to convert from pneumatic to ultrasonic (1)
Replace Certain Parts on the Waste Gate Assembly	<p>The following parts from the Waste Gate assembly will be replaced:</p> <ul style="list-style-type: none"> • Gasket Strip (120") • Side Retainer Seal Gasket (2) • Bottom Retainer Seal Gasket (1) • Waste Gate Bearing (2) • Waste Gate Cylinder (1) • Shaft Collar with set screw (2) • Rod Clevis, cylinder end (1)
Install New Media in the Clarifier and Filter	<p>WesTech will provide all new filtration media, except the customer will provide the anthracite. The following amounts will be installed:</p> <ul style="list-style-type: none"> • 140 ft³ MS-107/MS-110 WesTech proprietary AC Media in the Clarifier • 35 ft³ MS-21 Garnet in the Filter • 53 ft³ MS-18 Silica Sand in the Filter • 106 ft³ MS-4 Anthracite in the Filter (If you do not have adequate amount of anthracite, additional may be purchased from WesTech.)
Startup the Unit	

Refurbishment Schedule	
Week 1	<ul style="list-style-type: none"> • Mobilize • Remove Clarifier and Filter Media • Remove Underdrain Parts • Blast Clean the tank • Paint the Tank
Weekend	Paint cures
Week 2	<ul style="list-style-type: none"> • Reinstall Filter Underdrain with Certain Parts Replaced • Replace Certain Parts on the Waste Gate Assembly

	<ul style="list-style-type: none"> • Install New Media in the Clarifier and Filter • Startup the Unit
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Items Not Included in WesTech's Base Scope of Supply

- Any scope of work, outside of the previous job found on proposal 2099092 done in 2020 (ie same size tank, same amount of media etc...)
- Painting the outside of the tank. (except for touch up)
- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.
- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors (other than listed in scope above), concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Warranty

One (1) year.

This proposal has been reviewed for accuracy and is approved for issue:

By: **David Worthington**

Date: June 22, 2021

Commercial Firm Proposal

Quote Name: Rainier WTP

Proposal Number: 2199085.2

Date: June 22, 2021

WesTech Reference Project #: MF52001413

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	David Worthington
Phone	801.290.1877
Email	dworthington@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency

US Dollars

Scope of Supply

Refurbish WesTech® Microfloc® Trident® ½ TR-210A Clarifier and Filter	TOTAL	\$ 169,625.00
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ADDER: MS-4 Anthracite – 1 ft³ bag

\$ 20 per bag

Prices are for a period not to exceed 30 days from date of proposal.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

Not Included

3. Payment Terms

Net due 30 days after shipment

100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment after a purchase order is received.

10-12 weeks

5. Freight

FOB Shipping Point, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. Backcharges: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City Administrator Report
August 2, 2021 Rainier Council Meeting

Mayor Cole and Members of the Council,

I drafted a letter of support for the Rainier Oregon Historical Society museum project on July 7. The following day, along with Councilor Budge, I attended a discussion at the library about combating loneliness and isolation among the senior population.

I've been working with the Department of Land Conservation and Development's National Flood Insurance Program Coordinator about updating the city's flood plain ordinances. An ordinance repealing an outdated flood plain ordinance was presented to the Planning Commission at its July 21 meeting and is before you tonight. Planning Commission also discussed an annexation ordinance at that same meeting.

A Medicare Health Specialist reached out about scheduling community meetings to educate seniors about changes to that federal program. Those meetings have been scheduled for October 20 and November 10 at city hall.

The Parks Committee met on July 26 to tour various city-owned properties that could potentially be used for future park development. Those sites include the water treatment plant, the property under the C Street Bridge and the Fox Creek area.

I drafted Resolution 21-08-01, setting forth the process for abating the nuisance house on 5th Street and sent it to our city attorney for review. It is presented tonight for your vote.

On Friday, July 23, I met with a representative of Comcast to discuss the next steps towards having council meetings broadcast on local cable television.

I've also been working with the Division of State Lands to finalize the renewal of the city's special lease agreement for its main park.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator