



Engineering Permit Process Packet

Prepared By:
Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, Oregon 97140
(503) 925-2309

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Engineering Permit Process Packet

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ENGINEERING REVIEW PROCESS SUMMARY

The City Engineer's approval is required for all public improvements as well as: site grading, water quality treatment and detention facilities, and stream/wetland enhancements necessitated by Clean Water Services' rules. Throughout this packet, the work requiring the approval of the City Engineer is referred to as "improvements".

An engineering permit is required to build or alter any improvements in the City of Sherwood. To obtain this approval 1) design plans and calculations must be submitted by a registered civil engineer in the State of Oregon and approved by the City Engineer, and 2) the submittals listed below must be received and approved by the City of Sherwood. The following is a brief summary of the engineering permitting process:

NOTE: For Building Permits and Planning requests, please contact those respective Departments.

1. PERMIT REVIEW SUBMITTAL REQUIREMENTS

To begin the review process the following must be submitted **in hard copy and electronic copy on CD**:

- A. One (1) Engineering Department Application with the Water Quality Reporting Form
- ~~B. One (1) Public Improvement Quantity Sheet~~
- C. One (1) Engineer's Itemized Estimate of the total cost of constructing the public improvements stamped and with original signature of a P.E.
- D. One (1) Check equal to 4% of the Engineer's estimate
- E. One (1) Original 1200-C Permit (note: you must use the most current revised form), if applicable.
- F. One (1) Copy of Clean Water Services' Service Provider Letter or a Copy of Clean Water Service's Sensitive Area Pre-Screening Site Assessment which states that a Service Provider Letter is not required.
- G. One (1) Copy of a Stormwater Management Report. (Refer to SMR Check List)
- H. One (1) Copy of a Geo-Technical Report indicating the suitability of the soil for the proposed facilities, if applicable.
- I. One (1) Copy of a Wetland Delineation Report, indicating that the proposed vegetated corridor meets the requirements of CWS Chapter 3.11.4, if applicable.
- J. Six (6) Sets of 22" x 34" drawings (Refer to the Review Submittal Check List).
- K. One (1) Copy of Engineering Agreement.

A LETTER OF TRANSMITTAL MUST ACCOMPANY ALL SUBMITTALS. If the submittal is deemed incomplete, the review process will not begin until all required documents have been received.

2. PRE-DESIGN MEETING

For large projects, or small projects of a complex nature, the applicant or engineer may request a Pre-Design Meeting with the City of Sherwood Engineering Department prior to submitting plans, fees, and documents for review. If this meeting is scheduled, the design engineer must attend.

3. PLAN REVIEW POLICY

City code requires a full plan review fee be submitted to initiate the plan review process. These fees are based on 4% of the engineer's estimate for City of Sherwood improvements. Plan reviews may result in design changes. In such a case, revised engineer's estimates and additional fees must be paid when revised plans and calculations are submitted. All engineer's estimates must be stamped and signed by a registered professional civil engineer for the State of Oregon.

The City may increase or decrease the value of the financial guarantee if the City Engineer deems that the quantities and cost estimates are inaccurate. Upon receipt of a complete submittal, the plans and required calculations will be circulated to various departments for review as follows:

- A. Plans will be reviewed in the order they are received, i.e., first in, first out.
- B. Plans ready for final approval will be reviewed as soon as possible, regardless of submittal dates.
- C. Engineering plans will not be accepted for review until the notice of decision is issued.

The same policy will apply to re-reviews as well. The City of Sherwood target time for initial plan review is dependant upon many variables including, the complexity of the project, amount of plans in the queue, level of staffing, and the quality of plans submitted.

The City currently has a contract with Clean Water Services and TVF&R for review of certain improvements. The City handles all coordination with these agencies.

4. INITIAL REVIEW COMMENTS FORWARDED TO ENGINEER

Once the City of Sherwood completes the Initial Review, the Design Engineer will be forwarded a list of redline comments. The comments will also provide instructions for submitting revisions. If the revised submittals do not address all redline comments, the re-submittal will be deemed incomplete. Redlines are to be returned with the revised plans. After the Design Engineer has thoroughly reviewed the redline comments, he or she may request clarification of redline comments. For complex projects, a redline review meeting with representatives of the City Engineering Department may be requested.

5. RE-REVIEWS

Once the second review is complete, a list of second review redline comments will be forwarded to the Engineer including instructions for submitting revisions. See section 3 for review turn around times.

6. ONCE PLANS ARE APPROVED

Once the plans have been approved a cover letter will be mailed to the Applicant detailing any outstanding documentation or fees that are required for the issuance of the permit. Prior to scheduling a pre-construction meeting, the following items must be submitted and approved by the City of Sherwood:

- A. A performance bond equal to one hundred twenty five percent (125%) of the Engineer's estimated construction costs, or actual construction costs if applicable.
- B. The balance of the estimated plan review, inspection, and compliance fees.
- C. Two original, signed Compliance Agreements.
- D. A certificate of insurance from the contractor.
- E. Any other documents deemed necessary for the particular development.

Upon receipt and acceptance of the above, the pre-construction meeting will be scheduled and the approved engineering plans released.

7. PRE-CONSTRUCTION CONFERENCE

The Contractor, Design Engineer (if required by the City Engineer) and Owner/Agent are required to attend this meeting before construction can commence. The following must be submitted and approved by City of Sherwood at the meeting:

- A. Traffic control plan for work in the public right-of-way.
- B. Construction Superintendent Name, telephone and mobile numbers, fax, and address of office to which he/she is reporting.
- C. Upon completion of the meeting, construction work on the approved improvements may commence.
- D. A permitted project is valid for one (1) year.

NOTE: Within two-weeks after the pre-construction meeting, deliver to the City Engineering Coordinator five (5) sets of stamped approved plans as follows:

- A. Two (2) sets full-sized drawings
- B. Two (2) sets scanned and scaled to 11x 17 paper
- B. One (1) set in electronic form

8. AS-BUILT DRAWINGS

- A. As-built drawings are required to be stamped and signed with the original signature of the owner's engineer.
- B. Upon approval of the as-builts plan-set, the City will request an electronic copy to be submitted.



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REVIEW SUBMITTAL CHECK LIST

For Public Improvement and Stormwater Facility Construction

Project Name :
Contact Name:
Phone Number :

All submittals must be accompanied with a Letter of Transmittal, and all 6 plan sets must:

- ☐ Be a minimum of 22"x34" drawings, such that reductions to 11"x17" are clearly legible and scalable.
- ☐ Have a North arrow placed over the scale.
- ☐ **All plan set submittal sheets to include the title block at the bottom or right hand side of each sheet:**
 1. A signed Professional Engineers stamp.
 2. Project name and location.
 3. Name, address, phone, fax, and e-mail of the engineer and consulting firm(s).
 4. Featured utilities and the corresponding streets.
 5. Number sheets consecutively from 1 of 'n' to 'n' of 'n'.
- ☐ **A Cover Sheet to include:**
 1. A vicinity map to include the nearest cross streets.
 2. A site map (can be a reduction of the Site Utility Map, see below).
 3. Numbered General and Construction notes (see attached list).
 4. An Index, referencing sections and page numbers.
 5. A Legend of all existing and proposed features.
 6. Name, Address, Phone, Fax, & E-Mail of Developer/Owner and Design Engineer.
- ☐ **Site Plan and Composite Utility Map to include (label all):**
 1. Comply with the current version of the Engineering Design and Standard Details Manual.
 2. Proposed lot and tract layout.
 3. Existing and proposed public rights-of-way, and private streets.
 4. All existing and proposed easements.
 5. Proposed public street improvements.
 6. Proposed sanitary, storm, and water facilities.
 7. Delineated boundaries of all natural and water quality sensitive features.
 8. On or within 100-ft of the site, show all sensitive areas as defined in CWS standards chapter three and table 3.1.
 9. Show all proposed retaining walls and pedestrian/bike paths.
 10. Show all proposed fences and monuments in public row or easements.

☐ **Proposed Streets and Utility Sheets shall include:**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. A profile view over the plan view with matching stationing.
3. Water and sanitary sewer designs may be combined on the same sheet.
4. Storm sewer and street designs may be combined on the same sheet.
5. Pedestrian/bike paths shall be shown in plan and profile.
6. Retaining walls shall be shown with elevations at base and top of wall.
7. Lateral tables for sanitary and storm showing:
 - Lot number
 - Stationing on mainline
 - Lateral length and slope
 - Invert elevation at main and end of lateral
 - Lateral pipe type and size

☐ **Profile Views are to include and label:**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. All featured and non-featured utilities shown to scale and in bold and half-tone respectively.
3. For all featured utilities, provide: lengths, sizes, slopes, materials, ASTM specifications, backfill and bedding specifications.
4. Provide the street name at the top of the profile view.
5. Provide all relevant invert elevations and surface elevations.
6. Existing and finished ground profiles.
7. Type and size of all crossings (to scale).
8. Size, type, and length of proposed utility.

☐ **Plan Views are to include:**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. Labeled right-of-way lines and curb lines, and widths of right-of-ways and streets.
3. Alignment references, from right-of-way, curb, and centerline.
4. Inlets, leads, services, fittings, with respective size, material, slope, length, station (it is often convenient to keynote and tabulate this information).
5. Lot numbers of all proposed and existing lots.
6. Sizes and types of all existing public and private utilities and easements (provide easement numbers).
7. When using approved details, reference the approved detail via the detail sheet(s). When using approved non-standard detail drawings, reference on the proposed public utility sheet(s).
8. Label private streets as private.
9. Provide matchlines that include directives to following sheets.

☐ **Erosion Control and Grading Plan showing:**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. All of the requirements per the 1200-C or 1200-CN permit.
3. All Best Management Practices specific to the site.
4. Wet weather measures per CWS Standards.
5. 100-year flood plain.
6. Delineated boundaries of all natural and water quality sensitive features.

☐ **Stormwater Management Facilities Sheet(s):**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. Provide plan, profile, and cross section views of storm water management facilities and their structures (mainlines, control structures, outfalls, spillways, et al).

☐ **Signing, Striping, Street Trees, and Lighting**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. All proposed street striping and signage.
3. Street tree locations, sizes, and species.
4. Street lighting with details for street light type. At the very least include a photo-metrics design of the existing and proposed lighting.
5. The information above may be combined on one sheet if legible.

☐ **Detail Sheets(s)**

1. Comply with the current version of the Engineering Design and Standard Details Manual.
2. For all standards used in the design, provide City of Sherwood, or appropriate agency, design standard drawings. Do not reference these drawings.
3. Provide all approved non-standard design detail drawings. Reference these on the proposed public utility sheets.

In addition to design plans, provide supporting documents including but not limited to:

- ☐ Calculations including a Stormwater Management Report (see enclosed check sheet).
- ☐ A geo-technical report addressing the suitability of the soils for the proposed structures and storm water management facilities, if required.
- ☐ An Operations and Maintenance Plan, if required. See the attached requirement description.
- ☐ Wetlands delineation, if required.
- ☐ Arborist report, if required.
- ☐ Traffic study, if required.
- ☐ A detailed request, description and justification for each proposed variance to City Codes, Policies and Standards.



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STANDARD NOTES

1. Contractor shall notify City of Sherwood Engineering Department at **503-925-2301** two (2) business days prior to commencement of work on grading, public improvements, or storm water treatment facilities.
2. All construction shall conform to City of Sherwood standard construction specifications. Contractor and Subcontractor(s) shall have a minimum of one set of approved plans and City of Sherwood Standard Construction Specifications on the job site at all times during construction.
3. Elevations are based on _____ datum using bench mark(s) no. _____, elevation _____, located _____.
4. Applicant(s) is responsible for all costs of construction.
5. City of Sherwood maintains the ends of house laterals at the curb line in right-of-way and at the end of the tee in easements.
6. City of Sherwood Building Department approvals and permits are required for privately maintained sewer, inlets, inlet leads, and service laterals constructed outside of public right-of-way or sewer easement. All work approved under plumbing permits shall be privately-owned and maintained.
7. **Attention excavators:** Oregon law requires you to follow rules adopted by Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of these rules from the Center by calling (503) 232-1987. If you have any questions about the rules, you may contact the Call Center. **You must notify the Center at least 2 business days, but not more than 10 business days, before commencing excavation. Call 1-800-332-2344.**
8. Mark ends of all stub outs and laterals with continuous pressure treated 2"x4". Top 12" to be painted **white for storm** and stenciled with black "st", painted **green for sanitary** and stenciled with black "ss". Also include pipe size, material type, and pipe depth. Bury 2"x 4" to i.e. of stub or lateral.
9. All sewer trench lines and excavations shall be properly shored and braced to prevent caving. Unusually deep excavations may require extra shoring and bracing. All sheeting, shoring, and bracing of trenches shall conform to Oregon Occupational Safety and Health Division (OSHA) regulations and City of Sherwood Standard Construction Specifications.
10. Contractor is to field verify location and depth of all utilities prior to construction.



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STORMWATER MANAGEMENT REPORT CHECK LIST

Project Name :
Contact Name:
Phone Number :

All Stormwater Management Reports (SMRs) should be stand-alone. They should be professionally presented (bound or notebook), and easy to follow so that future modifications to the City's infrastructure are easy to facilitate (see the CWS manual for storm water facility design guidance, layouts, and requirements). A SMR should include the following:

- ☐ Cover sheet, stamped and signed by a PE.
- ☐ Index, referencing sections and page numbers.
- ☐ Utility map including (label all):
 - Proposed lot and tract layout.
 - Existing and proposed public rights-of-way and private streets.
 - Existing and proposed public and private easements.
 - Proposed public street improvements.
 - Delineated boundaries of all natural and water quality sensitive features.
 - Defined boundary of vegetated buffers per CWS standards.
 - Show all on and off site proposed and existing storm water management facilities.
- ☐ Narrative that includes:
 - Description of what the facility is designed to do, and how this is accomplished.
 - Description of the methodologies used in the design (Rational Method for pipe sizing, Santa Barbara for pond sizing, etc...).
 - Justify all assumptions and approximation.
 - A list of references and resources and describe for what they are used (SCS, SBUH, CWS, Civil Software, etc...).
 - Summarized conclusions including a table of target versus achieved values (target events, flow rates, depths, diameters, etc...).

- ☐ Basin maps:
 - 1"=100' scale or less.
 - Clearly labeled and half-toned pre-developed, and bold post-developed topography lines. Clearly defined and labeled basins.
 - Tabulated basin areas including total pervious and impervious areas.
 - Provide flow path arrows and lengths.
 - Show existing stormwater systems in half tone (pre-developed), and proposed stormwater systems in bold (post-developed).
 - Provide electronic copies of basin maps
- ☐ Design plans of stormwater management facilities and their structures (mainlines, control structures, outfalls, spillways, etc...).
 - Provide 22" x 34" full size sheets in sleeves, or reduced and folded 11"x17" sheets.
 - Provide cross sections, profile, and plan views in profile/cross section views.
 - Provide elevations including event elevations shown on the management facilities.
- ☐ Hydrologic and hydraulic calculations for all stormwater management facilities.
 - Provide the formulas used and samples of calculations.
 - Justify all assumptions and approximations (coefficients of friction and runoff, CN values, n values, etc...), include copies of source pages used, and indicate values selected on these pages.
- ☐ Provide upstream and downstream impact analyses, and the 100-year runoff escape route.
- ☐ Provide a geo-technical report addressing the suitability of the soils for the proposed stormwater management facilities.
- ☐ Planting plans for stormwater management facilities.
- ☐ Provide a copy of the Operations and Maintenance Plan, if required. See the attached requirement description.



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PUBLIC IMPROVEMENT QUANTITY SHEET

Applicant: _____ Rep: _____
 Address: _____ Ph #: _____
 City/State/Zip: _____ Fax #: _____

Consultants: _____ Engr: _____
 Address: _____ Ph #: _____
 City/State/Zip: _____ Fax #: _____

Location: _____ (nearest cross streets)

Legal Description: _____

Total number of lots in subdivision: _____

Note: Do not include private systems

SANITARY	Diameter	Type	Depth	Total	Onsite or Offsite
Mainline (8")					
Mainline Size _____					
Mainline Size _____					
Mainline Size _____					
Service Laterals (6")					
Service Laterals Size _____					
Connection to existing			N/A	N/A	
Manholes				N/A	
Class of Backfill	N/A				
Street Restoration	N/A				

STORM	Diameter	Type	Depth	Total	Onsite or Offsite
Mainline (12")					
Mainline Size _____					
Mainline Size _____					
Mainline Size _____					
Inlet Leads (10")					
Inlet Leads Size _____					
Service Laterals (10")					
Service Laterals Size _____					
Connection to existing			N/A	N/A	
Manholes				N/A	
Class of Backfill	N/A				
Catch Basins and Field Inlets	N/A				
Street Restoration	N/A				

WATER	Diameter	Type	Depth	Total	Onsite or Offsite
Mainline (8")					
Mainline Size____					
Mainline Size____					
Water Service (1")					
Water Service Size____					
Mainline Valves & Fittings			N/A		
Fire Hydrant			N/A		
Air Relief Valves			N/A		
Valve Boxes			N/A		
Meter Boxes			N/A		
Sample Stations			N/A		
PRV Valves			N/A		
Vaults			N/A		

STREETS	Street Name	Street Name	Street Name	Street Name	Total
Base Rock					
Finish Rock					
Asphalt/Concrete					
Curb & Gutter					
Approaches for access road or emergency					
Trees					
Sidewalk					
Bike Path					
Fencing					
Access Rd material					
Signage					

**Please, also provide quantities of any items not listed above.
For additional space, please make copies.**



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ENGINEERING DEPARTMENT APPLICATION

APPLICATION FOR APPROVAL OF:	
Construction Plans	Site Plans Other
Development or Business Name:	
Brief Description of Location:	
Current Zoning:	Acreage:
CURRENT OWNER - PER MOST RECENT TAX RECORDS:	
Name:	Phone No.
Address:	Fax No.
City, State, Zip:	E-mail:
ENGINEER'S INFORMATION:	
Contact Person:	Phone No.
Company Name:	Fax No.
Address:	E-mail:
City, State, Zip:	
APPLICATION REQUESTED BY:	
Name:	Phone No.
Address:	Fax No.
City, State, Zip:	E-mail:
SIGNATURE OF APPLICANT:	
Print Name:	Date:

- **Fees:** At time of construction plan submittal, a **4% plan review fee** based on the Design Engineer's estimate is required. Before approved plans can be issued and the pre-construction meeting held, an additional **5% inspection fee** and other applicable compliance fees must be paid and applicable performance bonds must be posted.
- In areas where Washington County and/or ODOT permits are required, the City of Sherwood will not approve plans until Washington County and/or ODOT permits are issued and a copy of their approved plans are submitted to the City.

(For Completion by the City of Sherwood)

Date application received by the Engineering Department:
Fees paid by applicant:
Date:

WATER QUALITY FACILITY REPORTING FORM

I. Project Data

- A. Project Name: _____
- B. Date of Plan Approval: _____
- C. Site Acreage: _____
- D. Impervious Area: _____
- E. Number of Lots: _____
- F. Map & Tax Lot Number _____

II. Is an On-Site Water Quality Facility Required? Yes No

A. Describe the type of facility required (wet pond, swale, etc.) and it's size:

III. Is an Off-Site Water Quality Facility Required? Yes No

A. Describe the location relative to the project.

B. Was the facility built as a part of an earlier phase? Yes No

IV. Is a fee-in-lieu option allowed? Yes No

A. Describe in detail the justification for allowing the fee-in-lieu (pre-approved plans, difficult topography etc.)

V. Was an On-Site Facility required for a portion of the project, with a fee-in-lieu allowed for the remainder? Yes No

A. Describe the percentage of area covered by each option:



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RIGHT OF WAY PERMIT APPLICATION

REQUIRED INFORMATION:	<ul style="list-style-type: none"> • Application (this form) • Payment of Applicable Fees • Traffic Control Plan (required when working in street) 	<ul style="list-style-type: none"> • 2 Sets of Construction Drawings • Performance Bond (if required) • Two-Year Maintenance Bond (if required) • Cost Estimate (if required)
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Project Name:			
Project Address:			
Date of Application:			
Start Work Date:		Completion Date:	
Description of Work:			

Permit Applicant	Name:			
	Address:			
	Contact:		E-Mail:	
	Phone:		Mobile:	
Contractor Information	Name:			
	Address:			
	Contact:		E-Mail:	
	Phone:		Mobile:	

1. Applicant covenants and agrees to comply with all laws of the State of Oregon and the City of Sherwood Municipal Code pertaining to the above described work and the work to which it is incident. Applicant further certifies that the information and statements given in this application are true and correct. All work permitted under this permit is for construction work within the public ROW or PUE only. Applicant shall provide information verifying proposed construction under this permit is in public ROW or PUE.
2. By the making of this application, the applicant covenants and agrees to indemnify and hold harmless the City of Sherwood from all claims, loss or damage resulting from all work performed under this permit. See the City of Sherwood Engineering Design and Standard Details Manual for restoration requirements and specifications of public infrastructure.
3. This permit is valid for 30 calendar days from the date of approval unless expressly written into the permit under "Special Provisions". The City reserves the right to cancel this permit at any time.
4. Utility locates are the responsibility of the permit holder or the permit holder's authorized representative and must be complete prior to commencing with work. All utilities shall be potholed.
 - CONTACT THE OREGON UTILITY NOTIFICATION CENTER AT **1-800-332-2344** FOR LOCATES.
4. Applicant agrees to conform to the City of Sherwood Right of Way Permit Provisions and Special Provisions attached to and made part of this permit.
5. In the event of a sewage overflow or spill, the contractor shall immediately notify the City of Sherwood Public Works at 503-625-5722. See City of Sherwood Special Permit Provisions, General Provisions, Item #1.5.
6. The City of Sherwood Field Representative is **Andy Stirling at (503) 925-2307**

➤ **CALL ENGINEERING 24 HOURS PRIOR TO BEGINNING WORK AT (503) 925-2307 AND AT COMPLETION FOR FINAL INSPECTION**

Signature of Applicant

Date

For City Use Only: ROW Permit # _____

City of Sherwood Approval : _____ Date: _____

CITY OF SHERWOOD

RIGHT OF WAY PERMIT PROVISIONS

SECTION 1 – GENERAL PROVISIONS:

- 1.1 As used herein, the term “Contractor” shall include “Franchisee”, “Permittee” and “Applicant”.
- 1.2 All work crews shall have a complete copy of the permit at the work site including the approved permit, approved plans and permit requirements, and these Special Permit Provisions.
- 1.3 The Contractor shall be responsible for quality control inspection of all work performed in road right-of-way (ROW). The City may perform spot inspections to monitor the work. Construction work that does not conform to City standards shall be corrected by the Contractor.
- 1.4 The City may require a daily progress report of construction activity concerning this project. Notify the City if there is a break in construction lasting longer than 3 days, not including weekends and holidays.
- 1.5 Contractor must notify the Public Works Department immediately of any sanitary sewer overflow or spill at (503) 625-5722, Monday through Friday 7:30 AM to 5:00 PM or (503) 629-0111 after hours, including weekends and holidays.
- 1.6 Immediately report to the City’s Field Representative any damage to utilities, road surfaces, sidewalks and similar facilities.
- 1.7 The requirements of the City of Sherwood Engineering Design and Standards Details shall apply unless specifically modified by the Permit, these Special Permit Provisions or by the City’s Field Representative or City Engineer.
- 1.8 The City may require the applicant to submit daily inspection and material testing reports at any time during construction.
- 1.9 Plans are approved in general only. Field changes may be required by the City.
- 1.10 Upon completion of the work, the Contractor shall notify the City no less than 24 hours in advance for a final inspection.
- 1.11 Work Hours, Noise Restrictions, Holiday Restrictions and City Events

General -- Work cannot begin earlier than the starting time specified below. At the close of each day, the Contractor shall secure the work site and have all crews, material and equipment off the work site by the closing time specified below.

Holiday and City Event Restrictions -- Work is not permitted on legal holidays beginning on noon the day preceding a legal holiday or holiday weekend and the following midnight on legal holidays or the last day of holiday weekends, except for Thanksgiving, when work is not permitted between noon on Wednesday and midnight the following Sunday.

CITY OF SHERWOOD

RIGHT OF WAY PERMIT PROVISIONS

Legal Holidays are:

- New Years Day, on January 1
- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25

Work is not permitted on City collector and arterial streets or in downtown/Old Town Sherwood during the following City events:

- Cruisin' Sherwood – Early June
- Robin Hood Festival – Mid July
- Arts Festival – Mid September
- Christmas tree Lighting – Early December
- Music on the Green – July and August, Wednesday evenings after 5:00 pm

The dates for these events change every year. Please check with the City to determine actual dates, restriction timing and applicability.

Residential Areas – Except for Holiday and City Event Restrictions, work is permitted in or adjacent to residential areas from 8:00 am to 5:00 pm Monday through Friday. Work is not permitted on weekends from Friday at 5:00 pm to the following Monday at 8:00 am unless authorized in advance by the City Engineer.

Collector, Arterial and High Volume Roads -- Except for Holiday and City Event Restrictions, work on collector and arterial roads and other high traffic volume roads is permitted from 9:00 am to 3:00 pm Monday through Friday, unless otherwise authorized by the City Engineer. Work is not permitted on weekends from Friday at 5:00 pm to the following Monday at 8:00 am unless authorized in advance by the City Engineer.

Other Areas -- In other locations within in the City, work is permitted from 8:00 am to 5:00 pm Monday through Friday. Work outside of normal work hours or on weekends must be approved by the City in writing.

Noise Ordinance – Adhere to ordinance 9.52.040 regarding permissible sound levels.

- 1.12 Regular meetings between the City and the Contractor may be required as determined by the City Engineer.
- 1.13 If a City of Sherwood Erosion Control or Grading Permit has been issued by the building department, a pre-construction inspection is required prior to beginning construction activities in the public right of way.
- 1.14 The Contractor is responsible for obtaining and conforming to all permits.
- 1.15 The City may issue a Stop Work for violations to these permit conditions. Work will not be permitted to resume until violations are corrected and provisions are in place to insure conformance with the Permit and Special Permit Provisions.

CITY OF SHERWOOD RIGHT OF WAY PERMIT PROVISIONS

- 1.16 Modification to public water infrastructure within needs to be coordinated with Sherwood Public Works Dept. If the modification of water is on private property, the Sherwood Building Department should be notified to assess if a permit is required.

SECTION 2 – WORK SITE PROVISIONS:

- 2.1 The spreading of mud or debris upon any City roadway is strictly prohibited and violation shall be cause for immediate stop work under this permit. Clean-up shall be at Contractor's expense. The roadway shall be cleaned of all dirt and debris at the end of each work day, or more frequently, as determined by the City Field Representative.
- 2.2 The Contractor shall replace any damaged or destroyed landscaping or fences to original or better condition.
- 2.3 All construction operations will be limited to 1,000 feet or a maximum of 10 working days at any one time, including final clean-up and area restoration to original or better condition.
- 2.4 All open excavation and holes will be covered outside of work hours or when work is not in progress. See Section 5 – Excavation / Construction, for additional details.

SECTION 3 – TRAFFIC PROVISIONS:

- 3.1 Traffic Control is the responsibility of the Contractor. Traffic control is critical and shall be performed as specified in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) specifications. Road closures will not be allowed. Traffic control plans are generally required and must be submitted to and approved by the City prior to on-site construction. Hours of construction may be restricted by the City if traffic flow is affected. Traffic control shall be maintained during all construction activities in public street ROW.
- 3.2 Existing roadway traffic markings are to be replaced to original or better condition when affected by construction.
- 3.3 Any trucks hauling shall use a designated route approved by the City Engineer or representative. The City may require the applicant to submit a truck hauling route plan showing how heavy trucks will access the site from outside the city limits.
- 3.4 Applicant shall inform Tri-Met (503-661-8117), Sherwood School District (503-825-5902), and Pride Disposal (503-625-6177) at least 48 hours in advance of construction activities that may impact their operations.

SECTION 4 – DRAINAGE:

- 4.1 Drainage integrity of roadway curb areas and ditches are to be maintained in operating condition in the area of the work site. If these areas are blocked, damaged, or if cleaning is required, the Contractor will repair or clean these areas as necessary.
- 4.2 Improvements crossing culverts and ditches will be laid thirty inches (30") minimum below the flow line of the culvert or ditch.
- 4.3 Where the utility is placed laterally within the flow line of a ditch, backfill will be determined by the City at the site. Rip-rap for erosion control may be required. Contact the City when a broken, clogged or undersize (less than 10" diameter) culvert is encountered.

CITY OF SHERWOOD RIGHT OF WAY PERMIT PROVISIONS

- 4.4 All applicable erosion control measures shall be in place prior to starting work and maintained throughout construction. Clean Water Services standards are to be complied with at all times.

SECTION 5 – EXCAVATION / CONSTRUCTION:

- 5.1 Open cutting of pavement shall only be allowed in areas specifically approved by the City Engineer or Field Representative.
- 5.2 Where open cutting of pavement surface is permitted, all pavements shall be saw-cut parallel and perpendicular to the road centerline, unless approved by the City's Field Representative. Pavement sections less than thirty inches (30") in width from the trench edge to the existing pavement edge shall be removed and resurfaced concurrently with other resurfacing.
- 5.3 The dimensions of pavement cut may be increased by the City's Field Representative if pavement cut is adjacent to deteriorated (cracked, alligatored, etc.) pavement.
- 5.4 All removed pavement shall be replaced with hard surface at the end of each day's work. Provide hot or cold asphaltic concrete, a steel plate or other surface approved by the City Engineer. A steel plate must be placed in such a manner that it cannot be displaced by traffic, and cold mix placed around the edges. A "SLOW" and a "BUMP" sign shall be placed at appropriate intervals on each side of the plating. Cold patch shall later be removed. Final surface repair is required within 5 working days unless variance is granted by the City Engineer.

For a period of two (2) years following the date the patched paved surface was completed, the Contractor shall be responsible for the condition of said pavement patches, and during that time period, repair to the City Engineer's satisfaction any of the patches that become settled, cracked, broken or otherwise faulty.

The City reserves the right to repair the surface and bill the Contractor for the appropriate costs associated with the repair.

SECTION 6 – STOP WORK:

- 6.1 The City may issue a Stop Work order for any violation to these permits conditions. Work will not be permitted to resume until violations are corrected and provisions are in place to insure conformance with the Permit and Special Permit Provisions.

SECTION 7 – SPECIAL PROVISIONS:

- 7.1 See attached Special Provisions (If applicable)

**CITY OF SHERWOOD
RIGHT OF WAY PERMIT PROVISIONS**

SECTION 7 – RIGHT OF WAY PERMIT SPECIAL PROVISIONS:

1.

2.

3.

4.

5.

6.

I have read and agree to the ROW Permit Special Provisions:

Signature of Applicant

Date

City of Sherwood Approval

Date



Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
503-925-2309

OPERATION & MAINTENANCE PLAN REQUIREMENTS

Private Stormwater Management Facilities

State and Federal law requires that stormwater in the Tualatin Basin must be treated for pollutant removal. Many private water quality and detention facilities in the City of Sherwood lack regular and proper maintenance. To help insure proper pollutant removal, effective immediately, the Design Engineer of record is required to provide an Operations and Maintenance (O&M) Plan for each private stormwater management facility on a given project, as approved by the City of Sherwood. O&M Plans will be recorded with the County.

The attached OPERATION AND MAINTENANCE AGREEMENT must be completed and approved prior to permit approval. Please ensure that it includes the following:

Purpose

The O&M plan must be developed for the specific facility being addressed (a generic plan will not be accepted).

Description

Provide the business name, address, and location of the private storm sewer system. Provide a name and a phone number of a contact person responsible for maintaining this facility.

Design Data

Explain what the facility is designed to do. For example: 65% of phosphorus is removed via a combination of sumped catch basins (15%) and settlement ponds (50%).

Provide the following information in tabular or matrix form:

Facilities

List all of the structures that are to be maintained (catch basin grates, catch basin sumps, water quality manholes, orifice control structures, pond banks, pond bottoms, etc...).

Equipment

List the equipment that will be required to maintain the facility. (Maintain by hand with shovels, push mowers, or maintain with tractor mower, use a vactor truck to clean water quality manholes and sumped catch basins, etc...).

Access

Specifically describe how the facility is to be accessed during each maintenance activity.

Maintenance Schedule

Be specific. Provide the minimum number of times that the facility is to be maintained, and the dates or measurable quantities that determine when maintenance activities are to occur (grass height, sediment depth, etc.). Generally speaking, maintenance and repair should occur in the dry season.

Maintenance Process

Describe all the maintenance activities in detail (i.e., remove sediment to 6-inches below the bottom of the pond inlet pipe, dispose of sediment in an approved land fill, or mow the swale to a height of 6-inches when the grass reaches a height of 12-inches, etc.)

System Failure and Trouble Shooting

Describe a list of maintenance activities in the event that the facility fails (a trouble shooting list). Provide qualitative indicators of problems to watch for (i.e., water channelizes and does not spread evenly in swale, or dry detention pond does not drain, or wet pond remains at or above the water quality elevation, etc...).

Tax Statements to be sent to:

Owner Name
Owner Address
City, State, Zip

After recording, please return to:

City of Sherwood
Engineering Department
22560 SW Pine St
Sherwood, OR 97140

**PRIVATE STORMWATER FACILITY
ACCESS & MAINTENANCE COVENANT**

THIS _____ DAY OF _____, 20____

Name is the Owner and/or Developer ("Owner") of the real property subject to this Private Stormwater Facility Access and Maintenance Covenant ("Covenant"), commonly known as Address, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

Project Name and Address

In consideration of the City of Sherwood approving the installation of a private stormwater facility located on this site, Owner and his/her/its successors in interest to title, hereby accept and bind themselves to the terms and conditions contained in this Covenant and the City of Sherwood Construction Standards, as those standards exist on the effective date of this Covenant and as they may be updated in the future.

This Covenant runs with the real property described herein, and shall bind and obligate any future successors in title to Owner. In the absence of privity of estate, Owner intends to create an equitable servitude. This Covenant is perpetual in nature, and may only be modified in writing, with consent by the current Owner and approval by the City of Sherwood. It is within the City's sole discretion to approve any proposed amendment or modification to this Covenant.

Owner agrees to allow City to access the property on each and every occasion as necessary to verify compliance with the terms and conditions of this Covenant.

As a condition precedent to the effectiveness of this Covenant, Owner shall provide the City with manufacturer's recommendations for the maintenance of the storm filter system.

Owner shall provide annual reports documenting its compliance with the engineer's or manufacturers recommended maintenance requirements for the private stormwater facility and any applicable City of Sherwood Construction Standards. Maintenance of the system and compliance with the engineer's or manufacturer's recommendations regarding maintenance and the City's Construction Standards is the Owner's sole responsibility. Without limitation, Owner is fully responsible for all costs associated with maintaining the system. The first report shall be due exactly one year from the Engineering Department's acceptance of the improvements.

Any default by the Owner in regard to the agreed upon maintenance practices and schedule gives the City of Sherwood all repair and replacement rights with the Owner agreeing to reimburse the City for all costs including but not limited to materials, labor, equipment and administrative fees as determined at the time of services. If full reimbursement is not made within 30 days of the City's demand, City may place and record a lien against the real property described above for the costs City incurred in maintaining the system, including all design costs and other related costs incurred by the City.

Owner waives any objection it may legally possess to the City placing a lien on its property. Repair and replacement rights become effective thirty (30) days after the required annual maintenance report is due.

Owner accepts that the City of Sherwood may charge a nominal administrative fee for monitoring and record keeping when such fee is adopted by City Council.

Owner warrants that he/she/it has fee title to the property and has the full authority to execute this Covenant.

Attached hereto are Exhibit A – Legal Description; Exhibit B – Map of Legal Description; and Exhibit C – A site plan showing the storm water treatment facility location, the source of run-off entering the facility, and where storm water will be discharged after leaving the facility.

Signature of Owner

Date

STATE OF OREGON)
) ss.
County of Washington)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public for Oregon

Robert Galati
City Engineer
City of Sherwood

Date

Joseph Gall, ICMA-CM
City Manager
City of Sherwood

Date



Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
503-925-2309 Phone
503-625-0629 Fax

**Engineering Compliance Agreement
Residential Subdivision**

THIS AGREEMENT, entered into pursuant to Title 16 of the City of Sherwood's Zoning and Community Development Code on this ___ day of _____, 2012, between the **City of Sherwood**, an Oregon municipality (hereinafter termed the "City") and **(Developer(s) Name)**, a **(State)** corporation (hereinafter termed "Developer").

WHEREAS, Developer has applied to the City for approval for filing in Washington County, a residential subdivision plat known as **(Subdivision Name)**, City File No. **(Number)**, located in Section **B** Township 2S Range 1W, Willamette Meridian, Washington County, Oregon, and

WHEREAS, the City Engineer for the City has approved the civil engineering plans for improvements to this development, as evidenced by his signature and the City's stamp of approval on said plans. The approved civil engineering plans are incorporated herein by reference. The term "improvement" shall include any or all public facilities or public assets used for water supply, treatment and/or distribution; waste water (including storm water) collection, transmission, treatment and disposal; drainage and flood control; transportation; street trees and landscaping within the public right-of-way; and parks, open spaces or other areas used for recreational purposes.

WHEREAS, the approved City of Sherwood's Zoning and Community Development Code requires developer to install public improvements and payment of fees, and

WHEREAS, the City has approved and adopted standard street, sidewalk, sanitary sewer, storm sewer, and other public improvement specifications, prepared by professional engineers for public improvements, and

NOW, THEREFORE, in consideration of the City's approval of the improvement plans and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

1. Developer shall proceed with the public improvement, with the intent and purpose to complete all improvements of said residential subdivision not later than one (1) year from the date of this Agreement, and Developer is hereby bound to comply with all development and associated standards as set forth in said City of Sherwood's Zoning and Community Development Code and the standard engineering specifications adopted by the City, or as may be otherwise approved by the Community Development Division or the City Engineer and to use only such material and to follow such designs as may be required to conform thereto.
2. To assure compliance with the City's requirements and the provisions hereof, the Developer tenders herewith to the City a performance bond of 125% of the public improvement construction costs in form approved by the City, in the amount of **WORDS & NUMBERS (\$_____)** to cover all improvements, a copy whereof is hereto attached and by this reference made a part hereof.

3. In the event that Developer shall fail, neglect or refuse to proceed with the work in an orderly and progressive manner to assure completion within the time limited, upon ten (10) days notice by the City to Developer and such default and failure to proceed continuing thereafter, the City may at its option proceed to have the work completed and charge the costs thereof against Developer and in the event same be not paid, to bring an action on the said security to recover the amount thereof. In the event such action be brought, Developer promises and agrees to pay in addition to the amounts accruing and allowable, such sum as the court shall adjudge reasonable as attorney's fees and costs incurred by the City both in the Trial Court and Appellate Court, if any, or the City may at its option, bring proceedings to enforce against the Developer specific performance of the contract and compliance with the development standards and ordinances of the City, and in such event, in like manner, the City shall be entitled to recover such sum as the court adjudge reasonable as and for the City's attorney's fees and costs, both in the Trial Court and Appellate Court, if any.
4. The City agrees to make and provide periodic and final inspections which in the City's judgment are necessary to assure compliance herewith, in consideration whereof the Developer has paid prescribed inspection fees in the amount of **WORDS & NUMBERS (\$)**
- a. If the project does not require the construction, installation, repair or other modification of public improvements, or the improvements are reasonable anticipated to require less than \$500.00 in inspection fees, the developer shall pay the actual amount of the City's time and materials for the inspection(s), in consideration whereof the Developer has paid a deposit of \$250.00. The City shall refund any amounts of the deposit that are not required to reimburse the City for its actual time and materials, or the Developer shall be liable for any amount in excess of the deposit that is required for the inspection(s).
5. Developer agrees to plant street trees in planned unit development, in accordance with City standards. Developer shall pay or bond Two Hundred and No/100 Dollars (\$200.00) per tree or **WORDS and NUMBERS (\$)** for () required trees to ensure timely installation and one-year survival rate. Once the trees survival rate has been established during the one-year maintenance inspection, tree deposit or bond will be returned to the Developer.
6. The City agrees to install all street identification and traffic signs within said residential subdivision. In consideration whereof, the Developer to pay Two Hundred Fifty Dollars and No/100 Dollars (\$250.00) per sign for () street and () traffic signs prescribed in the amount of **WORDS & NUMBERS (\$)**.
7. Developer shall pay Sixty Five and No/100 Dollars (\$65.00) per address of the () lots created by the residential subdivision in the amount of **WORDS & NUMBERS (\$)**. Addresses will be provided by the City after the final plat has been recorded.
8. Developer shall bond **WORDS & NUMBERS (\$)** to the City for all water quality/quantity planting and vegetated corridor areas for a period of two years. If the landscaping falls below the 80% survival level, the warranty period will be extended for an additional two years. *Reference: Clean Water Services Design and Construction Standards for Sanitary Sewer and Surface Water Management, Chapter 2 - Administrative Provisions.*

9. At such time as all public improvements within the residential subdivision, and all off-site improvements, have been completed in accordance with the City's requirements, Developer shall notify the City of the readiness for final inspection and upon certification by the City Engineer that all requirements of the City have been met, the Developer will submit to the City a good and sufficient maintenance security, if not already provided with the performance security, in a form approved by the City, in the sum of **WORDS & NUMBERS (\$)** to provide for correction of any defective work or maintenance becoming apparent or arising within (2) two years after final acceptance of the public improvements by the City.
10. Developer shall submit a recorded Private Stormwater Facility Access & Maintenance Covenant. Developer shall submit an Operations and Maintenance Manual to accompany the covenant as described above.
11. That in addition to or supplementary of the requirements of the City's Zoning and Community Development Code and the provisions hereof, Developer binds itself to conform to the following requirements, scheduling and limitations:
 - a) A compaction test shall be completed for each lot in the development. A report must be submitted to the building department.
 - b) Developer submits to the City Engineering Department one copy of record drawings for review and approval by the City. Record drawings are required to be stamped and signed with the original signature of the owner's engineer. Once record drawings are approved, Developer will submit one (1) CD of complete project drawings (including contact person) in CAD and PDF format that shows the stamp and signature of the Project Engineer to the City Engineering Department prior to acceptance of any building permits.
 - c) Developer agrees to install mailbox pads in accordance with US Postal Service regulations.
 - d) Developer to provide purchaser of subdivision lots with water, sanitary, and storm "As-Built" information. Individual lots require this information on their plot plan when submitting for a building permit.
 - e) None of the lots of Developer's subdivision as above described may be occupied for residential purposes until an occupancy permit is issued under authority of the City and no occupancy permit shall be issued prior to the acceptance of the subdivision.
12. The parties hereto hereby adopt the form of performance security a copy whereof is hereto attached and by reference made a part hereof, and Developer agrees to cause to have said security executed and filed with the City concurrently with the execution of this agreement at or prior to the time this agreement is executed on behalf of the City.
13. The specific requirements of Paragraph hereof shall for all purposes be included as a part of the obligation secured by the aforesaid performance security and the City shall be entitled to recourse thereto in the event of default on the part of the Developer with respect to any requirement thereof.
14. Credits may be available against systems development charges applied to the construction of qualified public improvements completed as part of the residential subdivision. Developer must apply for said credits within ninety (90) days of acceptance of the improvements by the City. Failure to apply for credits in a timely manner, or failure to present applicable credit vouchers at the time of building permits issuance will result in a loss of credits.

15. The City Engineer shall have authority to require Developer to replace or repair any unsatisfactory or faulty construction resulting from defects in materials or workmanship discovered during construction or within one year from the date of completion of the improvements. Such repairs or replacements shall be made at the expense of the Developer. If Developer fails to make the repairs and replacements, the City may do the work and Developer and his surety shall be liable for the cost thereof.
16. Developer shall indemnify and hold harmless the City, its officers, employees and agents from and against all losses and claims, demands, suits, actions, recoveries or judgments of every name and description recovered, brought for or on account of, any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, as a result of the City's approval of the work under this Agreement or the performance of the work to be performed under this Agreement or from any act, omission or neglect of the Developer, its contractors, or its employees.
17. Developer hereby agrees to indemnify, hold harmless and defend City, its Councilors, employees and agents for any and all damages, costs, penalties and fees (including attorneys, expert and witness fees) alleged by a third party to arise from the fault of the City for actions taken by the City in the exercise of its rights pursuant to this Agreement, except to the extent said damages, costs, penalties and fees are proven to arise from the gross negligence of the City, its Councilors, employees or agents.
18. Developer is an independent contractor and shall not be construed in any manner as being an agent of the City, nor shall Developer represent itself as being an agent of the City by actions, written or oral representations to third parties.
19. This Agreement may not be assigned, in whole or in part, to any other party without written consent of the City.
20. In the event Developer elects to transfer ownership of its interest in the Development and regardless of whether City has given its prior written approval thereof consistent with the provisions of Section 18, the terms, conditions, requirements and other duties imposed on Developer by the terms of this Agreement shall be made known to any successor, assignee or transferee by Developer and the terms, conditions, requirements and duties imposed on Developer hereby shall also apply, jointly and severally to said successor, assignee or transferee. Developer's obligations under the terms of this Agreement shall not terminate without the written consent of the City Engineer being first obtained.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its City Engineer, Community Development Director, **City Manager** and Developer, have affixed their corporate signatures on the day and year first hereinabove written.

CITY OF SHERWOOD

DEVELOPER

By: _____
Robert Galati, P.E.
City Engineer

By: _____
(Title)

Date: _____

Date: _____

By: _____

Tom Pessemier, P.E.
Community Development Director

Date: _____

If public improvements over 10K, CM will sign

By: _____
Joe Gall, ICMA-CM
City Manager

Date: _____

SAMPLE



**Community Development Division
Engineering Department**

22560 SW Pine Street
Sherwood, OR 97140
(503) 925-2309 Phone
(503) 625-0629 Fax

**Engineering Compliance Agreement
Commercial Development**

THIS AGREEMENT, entered into pursuant to Title 16 of the City of Sherwood Zoning and Community Development Code on this ___ day of _____, 2012, between the **City of Sherwood**, an Oregon municipality (hereinafter termed the "City") and **(Developer(s) Name)**, a **(State)** corporation (hereinafter termed "Developer").

WHEREAS, Developer has applied to the City for approval for filing in Washington County, a commercial development plat known as **(Commercial Development Name)**, City File No. **(File Number)**, located in Section **B** Township 2S Range 1W, Willamette Meridian, Washington County, Oregon, and

WHEREAS, the City Engineer for the City has approved the civil engineering plans for improvements to this development, as evidenced by his signature and the City's stamp of approval on said plans. The approved civil engineering plans are incorporated herein by reference. The term "improvement" shall include any or all public facilities or public assets used for water supply, treatment and/or distribution; waste water (including storm water) collection, transmission, treatment and disposal; drainage and flood control; transportation; street trees and landscaping within the public right-of-way; and parks, open spaces or other areas used for recreational purposes.

WHEREAS, the approved Sherwood City of Sherwood Zoning and Community Development Code requires developer to install public improvements and payment of fees, and

WHEREAS, the City has approved and adopted standard street, sidewalk, sanitary sewer, storm sewer, and other public improvement specifications, prepared by professional engineers for public improvements, and

NOW, THEREFORE, in consideration of the City's approval of the improvement plans and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED as follows:

1. Developer shall proceed with the public improvements, with the intent and purpose to complete all improvements of said commercial development not later than one (1) year from the date of this Agreement, and Developer is hereby bound to comply with all development and associated standards as set forth in said City of Sherwood Zoning and Community Development Code and the standard engineering specifications adopted by the City, or as may be otherwise approved by the Community Development Division or the City Engineer and to use only such material and to follow such designs as may be required to conform thereto.
2. To assure compliance with the City's requirements and the provisions hereof, the Developer tenders herewith to the City a performance bond of 125% of the public improvement construction costs in form approved by the City, in the amount of **WORDS AND NUMBERS (\$_____)** to cover all improvements, a copy whereof is hereto attached and by this reference made a part hereof.

3. In the event that Developer shall fail, neglect or refuse to proceed with the work in an orderly and progressive manner to assure completion within the time limited, upon ten (10) days notice by the City to Developer and such default and failure to proceed continuing thereafter, the City may at its option proceed to have the work completed and charge the costs thereof against Developer and in the event same be not paid, to bring an action on the said security to recover the amount thereof. In the event such action be brought, Developer promises and agrees to pay in addition to the amounts accruing and allowable, such sum as the court shall adjudge reasonable as attorney's fees and costs incurred by the City both in the Trial Court and Appellate Court, if any, or the City may at its option, bring proceedings to enforce against the Developer specific performance of the contract and compliance with the development standards and ordinances of the City, and in such event, in like manner, the City shall be entitled to recover such sum as the court adjudge reasonable as and for the City's attorney's fees and costs, both in the Trial Court and Appellate Court, if any.
4. The City agrees to make and provide periodic and final inspections which in the City's judgment are necessary to assure compliance herewith, in consideration whereof the Developer has paid prescribed inspection fees in the amount of **WORDS AND NUMBERS (\$_____)**.
- a. If the project does not require the construction, installation, repair or other modification of public improvements, or the improvements are reasonable anticipated to require less than \$500.00 in inspection fees, the developer shall pay the actual amount of the City's time and materials for the inspection(s), in consideration whereof the Developer has paid a deposit of \$250.00. The City shall refund any amounts of the deposit that are not required to reimburse the City for its actual time and materials, or the Developer shall be liable for any amount in excess of the deposit that is required for the inspection(s).
5. Developer agrees to plant street trees in planned unit development, in accordance with City standards. Developer shall pay or bond Two Hundred and No/100 Dollars (\$200.00) per tree or **WORDS and NUMBERS (\$_____)** for (____) required trees to ensure timely installation and one-year survival rate. Once the trees survival rate has been established during the one-year maintenance inspection, tree deposit or bond will be returned to the Developer.
6. The City agrees to install all street identification and traffic signs within said commercial development. In consideration whereof, the Developer to pay Two Hundred Fifty Dollars and No/100 Dollars (\$250.00) per sign for _____ () street and _____ () traffic signs prescribed in the amount of **WORDS AND NUMBERS (\$_____)**.
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If the landscaping falls below the 80% survival level, the warranty period will be extended for an additional two years. *Reference: Clean Water Services Design and Construction Standards for Sanitary Sewer and Surface Water Management, Chapter 2 - Administrative Provisions.*

9. At such time as all public improvements within the commercial development, and all off-site improvements, have been completed in accordance with the City's requirements, Developer shall notify the City of the readiness for final inspection and upon certification by the City Engineer that all requirements of the City have been met, the Developer will submit to the City a good and sufficient maintenance security, if not already provided with the performance security, in a form approved by the City, in the sum of **WORDS AND NUMBERS (\$)** to provide for correction of any defective work or maintenance becoming apparent or arising within (2) two years after final acceptance of the public improvements by the City.
10. Developer shall submit a recorded Private Stormwater Facility Access & Maintenance Covenant. Developer shall submit an Operations and Maintenance Manual to accompany the covenant as described above.
11. That in addition to or supplementary of the requirements of the City's Zoning and Community Development Code and the provisions hereof, Developer binds itself to conform to the following requirements, scheduling and limitations:
 - a) A compaction test shall be completed for each lot in the commercial development. A report must be submitted to the building department.
 - b) Developer submits to the City Engineering Department one copy of record drawings for review and approval by the City. Record drawings are required to be stamped and signed with the original signature of the owner's engineer. Once record drawings are approved, Developer will submit one (1) CD of complete project drawings (including contact person) in CAD and PDF format that shows the stamp and signature of the Project Engineer to the City Engineering Department prior to acceptance of any building permits.
 - c) Developer agrees to install mailbox pads in accordance with US Postal Service regulations.
12. The parties hereto hereby adopt the form of performance security a copy whereof is hereto attached and by reference made a part hereof, and Developer agrees to cause to have said security executed and filed with the City concurrently with the execution of this agreement at or prior to the time this agreement is executed on behalf of the City.
13. The specific requirements of Paragraph hereof shall for all purposes be included as a part of the obligation secured by the aforesaid performance security and the City shall be entitled to recourse thereto in the event of default on the part of the Developer with respect to any requirement thereof.
14. Credits may be available against systems development charges applied to the construction of qualified public improvements completed as part of the commercial development. Developer must apply for said credits within ninety (90) days of acceptance of the improvements by the City. Failure to apply for credits in a timely manner, or failure to present applicable credit vouchers at the time of building permits issuance will result in a loss of credits.

15. The City Engineer shall have authority to require Developer to replace or repair any unsatisfactory or faulty construction resulting from defects in materials or workmanship discovered during construction or within one year from the date of completion of the improvements. Such repairs or replacements shall be made at the expense of the Developer. If Developer fails to make the repairs and replacements, the City may do the work and Developer and his surety shall be liable for the cost thereof.
16. Developer shall indemnify and hold harmless the City, its officers, employees and agents from and against all losses and claims, demands, suits, actions, recoveries or judgments of every name and description recovered, brought for or on account of, any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, as a result of the City's approval of the work under this Agreement or the performance of the work to be performed under this Agreement or from any act, omission or neglect of the Developer, its contractors, or its employees.
17. Developer hereby agrees to indemnify, hold harmless and defend City, its Councilors, employees and agents for any and all damages, costs, penalties and fees (including attorneys, expert and witness fees) alleged by a third party to arise from the fault of the City for actions taken by the City in the exercise of its rights pursuant to this Agreement, except to the extent said damages, costs, penalties and fees are proven to arise from the gross negligence of the City, its Councilors, employees or agents.
18. Developer is an independent contractor and shall not be construed in any manner as being an agent of the City, nor shall Developer represent itself as being an agent of the City by actions, written or oral representations to third parties.
19. This Agreement may not be assigned, in whole or in part, to any other party without written consent of the City.
20. In the event Developer elects to transfer ownership of its interest in the Development and regardless of whether City has given its prior written approval thereof consistent with the provisions of Section 18, the terms, conditions, requirements and other duties imposed on Developer by the terms of this Agreement shall be made known to any successor, assignee or transferee by Developer and the terms, conditions, requirements and duties imposed on Developer hereby shall also apply, jointly and severally to said successor, assignee or transferee. Developer's obligations under the terms of this Agreement shall not terminate without the written consent of the City Engineer being first obtained.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its City Engineer, Community Development Director, **City Manager** and Developer, have affixed their corporate signatures on the day and year first hereinabove written.

CITY OF SHERWOOD

DEVELOPER

By: _____
Robert Galati, P.E.
City Engineer

By: _____
(Title)

Date: _____

Date: _____

By: _____
Tom Pessemier, P.E.
Community Development Director

Date: _____

On public improvements, over 10K, CM will sign

By: _____
Joe Gall, ICMA-CM
City Manager

Date: _____

SAMPLE



Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
503-925-2309

MAINTENANCE ASSURANCE

KNOW ALL MEN BY THESE PRESENT, That we, _____, as Principal, and _____, as Surety/Escrow Holder, are held and firmly bound unto the **City of Sherwood**, Washington County, State of Oregon, as Obligee, in the sum of _____ and ____/100 Dollars (\$_____) the said Principal and Surety/Escrow Holder bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a certain contract with the Obligee to accept said **public improvements** constructed at _____.

AND WHEREAS, specifications and contract documents provide that Principal should guarantee the project free from defects caused by faulty workmanship and materials for a period of two years, general wear and tear excepted.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of two years, then this obligation shall be null and void; otherwise to remain in full force and effect until released by the City of Sherwood.

Signed, sealed and dated, this _____ day of _____, 20____.

Print

Sign: Principal

Address

City, State, Zip

Phone Number

Print

Sign: Surety/Escrow Holder

Address

City, State, Zip

Phone Number

CITY OF SHERWOOD
STATE OF OREGON

DEVELOPMENT AGREEMENT PERFORMANCE BOND
WITH COMMERCIAL CORPORATE SURETY

DEVELOPMENT

DEVELOPER

KNOW ALL MEN BY THESE PRESENT, That we, **DEVELOPER**, as Principal, and _____, a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the **CITY OF SHERWOOD, OREGON**, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of WRITTEN AMOUNT (\$\$\$) lawful money of the United States of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND AN OBLIGATION IS SUCH, that

WHEREAS, on the ____ day of _____, 20__, Principal entered into an Engineering Compliance Agreement (the "Agreement") with Obligee, for the installation of certain improvements.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms of the Agreement, and shall well and truly perform all matters and things undertaken to be performed under said Agreement upon the terms proposed therein during the original term thereof or any extension of said term that may be granted by the Obligee with or without notice to this Surety, then this obligation is to be void, otherwise to remain in full force and effect until released by the City of Sherwood.

It is a condition of this bond that it shall be considered automatically extended without amendment for one year from the present or any future expiration date unless the Surety provides notice in writing by courier at least thirty (30) days prior to any such expiration date that this bond will not be renewed.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this ____ day of _____, 20__.

PRINCIPAL: (DEVELOPER)

SURETY:

BY: _____

BY: _____
Attorney-in-Fact
Surety

STATE OF OREGON)

) ss.

County of Washington)

On this ____ day of _____, 20____, before me personally appeared _____, who being duly sworn, did say that he, _____, of _____, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last above written.

Notary Public for Oregon

My Commission Expires: _____



Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
503-925-2309

INSURANCE REQUIREMENTS

Prior to issuance of a Public Improvement Permit, the City of Sherwood requires proof of public liability and property damage insurance. The proof of insurance shall be in the form of an original certificate of insurance.

The required certificate of insurance shall name the City of Sherwood as an additional insured, and shall have attached to it the insurance industry standard form CG 20-12-11-85, titled "Additional Insured – State or Political Subdivisions – Permits".

The policy must give 30 days written notice prior to cancellation. The policy shall state, in the cancellation note, "...ISSUING COMPANY **WILL** MAIL 30 DAYS WRITTEN NOTICE...". The common industry statement in the cancellation note "...WILL ENDEAVOR TO MAIL..." will not be accepted. Strike out the words "ENDEAVOR" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES" from the cancellation note on the certificate of insurance.

The certificate of insurance will require review and approval by the City Attorney as to form.

The certificate of insurance shall reference the project number and the project title.

The required insurance shall be equal to (or greater than) the following minimums:

\$2,000,000 per person; each occurrence

\$2,000,000 per incident;

DEQ USE ONLY

File #: _____
 Application #: _____
 LLID/RM: _____
 River Mile: _____
 Legal Name Confirmed: ☐
 Notes: _____

APPLICATION FOR NEW NPDES GENERAL PERMIT 1200-C

For stormwater discharges to surface waters from
construction activities disturbing one acre or more
that do not meet automatic coverage requirements.*



Oregon Department of Environmental Quality

DEQ USE ONLY

Date Received: _____
 Amount: \$ _____
 Check Name: _____
 Check #: _____
 Deposit #: _____
 Receipt #: _____
 Notes: _____

* A project *may* be eligible for "automatic coverage" under NPDES general permit 1200-CN if stormwater *does not* discharge to a water body with a TMDL or 303(d) listing for sediment or turbidity *and* it meets one of the following criteria (see 1200-CN at <http://www.deq.state.or.us/wq/wqpermit/docs/general/npdes1200cn/1200CNPermit.pdf>):

- 1) Disturbs less than one acre and is located in Gresham, Troutdale, or Wood Village.
- 2) Disturbs less than five acres and is located in Albany, Corvallis, Eugene, Milwaukie, Multnomah County (unincorporated areas), Springfield, West Linn, or Wilsonville.
- 3) Disturbs less than five acres and is within the jurisdictions of Clackamas County Water Environment Services [Gladstone, areas within Clackamas County Service Dist. #1 (excluding Happy Valley), and areas within the Surface Water Management Agency of Clackamas County (including Rivergrove)], Clean Water Services (Banks, Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin, and Washington County within Urban Growth Boundary), or Rogue Valley Sewer Services (Central Point, Phoenix, Talent, and portions of Jackson County in NPDES MS4 permit area).

PLEASE ANSWER ALL QUESTIONS

A. PROJECT INFORMATION

1. _____ Applicant (entity legally responsible for permit) _____ Contact Name (if different from applicant) _____ Address _____ City State Zip _____ Telephone Email Address	2. _____ Invoice Contact Name (if different from applicant) _____ Address _____ City State Zip _____ Telephone Email Address
3. _____ Architect/Engineering Firm (Erosion & Sediment Control Plan) _____ Project Manager _____ Telephone Email Address	4. _____ Applicant's Designated Erosion and Sediment Control Inspector _____ Company Name _____ Telephone Email Address
5. _____ Name of Project _____ Address or Cross Street _____ City State Zip _____ County	6. Nature of Construction Activity: <input type="checkbox"/> Single Family (SIC Code 1521) <input type="checkbox"/> Multi-Family Residential (SIC Code 1522) <input type="checkbox"/> Commercial (SIC Code 1542) <input type="checkbox"/> Industrial (SIC Code 1541) <input type="checkbox"/> Highway (SIC Code 1611) <input type="checkbox"/> Utilities (SIC Code 1623): _____ <input type="checkbox"/> Other (include SIC Code): _____

A. PROJECT INFORMATION (continued)

7. Approximate location of center of site:

Latitude: _____

Longitude: _____

****For assistance: DEQ Location Tool at**
<http://deggisweb.deq.state.or.us/llid/llid.html>******

8. Project Size:

Total Site Acreage (acres): _____

Total Disturbed Area (acres): _____

9. Stormwater runoff during construction will flow to:

- ☐ Infiltration device(s)
☐ Creek/Stream (provide name):
☐ Ditch (provide name of receiving stream for ditch):
☐ Municipal storm sewer or drainage system (provide name of receiving stream for system):
☐ Other:

10. Stormwater runoff during construction discharges directly to or through a storm sewer or drainage system that discharges to a water body with a Total Maximum Daily Load (TMDL) or 303(d) listing for turbidity or sedimentation

☐ Yes ☐ No

****For assistance: DEQ Lookup Tool at** <http://deg12.deq.state.or.us/tmdl/default.aspx> **or**
DEQ Map/Table at <http://deg12.deq.state.or.us/tmdl/default.aspx> ******

B. LAND USE COMPATIBILITY STATEMENT

Submit a DEQ Land Use Compatibility Statement (LUCS) form that has been completed by the local land use authority with this application. Attach the *original* LUCS and, if applicable, written findings by the local authority. DEQ will not process the application unless the local land use authority indicates on the LUCS form that the project is compatible with the local acknowledged comprehensive plan and land use regulations.

****A copy of this form may be found at** <http://www.deq.state.or.us/pubs/permithandbook/generallucs.pdf> ******

C. SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE

The legally authorized representative *must* sign the application.

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. In addition, I agree to pay all permit fees required by Oregon Administrative Rules 340-045. This includes a compliance determination fee invoiced annually by DEQ to maintain the permit.

Name of Legally Authorized Representative
(Type or Print)

Title

Signature of Legally Authorized Representative

Date

APPLICATION AND FEE SUBMITTAL

To authorize permit registration, the following must be completed and submitted to the appropriate DEQ regional office or DEQ Agent (see list of offices in application instructions, pp. 3-4):

- ☐ DEQ application form signed by the Legally Authorized Representative and meeting the signature requirements below.
☐ DEQ LUCS by local land use authority indicating the activity is compatible with local acknowledged comprehensive plan and land use regulations. Include the Findings if so stated on the LUCS.
☐ Stormwater Erosion and Sediment Control Plan Narrative, if applicable.
☐ Stormwater Erosion and Sediment Control Plan Drawings; full-sized hard copy and electronic PDF files.
☐ The fee for a new application is \$1,586 payable to Oregon DEQ and you must submit it with this application. Please note that DEQ will also invoice you for an annual fee of \$804 if your project needs permit coverage for more than a year. These fees are subject to change; please visit <http://www.deq.state.or.us/wq/rules/div045/tables.pdf> for current fees. If you are sending your application to a DEQ Agent, check with the DEQ Agent for appropriate fees and make check payable to the DEQ Agent.

NPDES General Permit 1200-C for Construction Activities Application Instructions

A. PROJECT INFORMATION

1. Enter the legal name of the applicant. Permit coverage will be issued to this entity. This is the person, business, public organization, or other entity responsible for ensuring that erosion and sediment controls are in place and in working order through the life of the project.
 - The name must be a legal, active name registered with the Oregon Department of Commerce, Corporation Division in Salem at 503-378-4752 or http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login, unless otherwise exempted by their rules. If the name of the applicant is not registered with the Corporation Division and the applicant is a business entity, attach legal documents that verify the entity's existence with the application. The applicant may not use an assumed business name.
 - Permit coverage may be transferred from one party to another. For example, a developer may apply for a permit and then transfer the permit to a contractor. Transfer forms are available from DEQ or at <http://www.deq.state.or.us/wq/stormwater/constappl.htm>.
2. Provide invoice contact information for billing of DEQ annual permit fee if different from the applicant in #1 above.
3. Provide contact information for the Architect or Consulting Engineer who designed the Erosion and Sediment Control Plan (ESCP).
4. Provide information on the Erosion and Sediment Control Inspector. This is not a DEQ or DEQ Agent inspector; this is an inspector employed by the applicant. If the inspector has not been selected yet, please provide the name of consultant who prepared the ESCP and their ESC certification. When the inspector is selected, submit to DEQ or to the DEQ Agent, the name, contact information, training and experience (see condition A.12.b.iii of the 1200-C).
5. Provide the common name of the project (for example, the name of the subdivision), the location of the site with respect to crossroads in the area, and, if available, a street address.
6. Check the box that best describes the nature of the construction activity. If "other" is selected, describe the use and include a Standard Industrial Classification Code (visit <http://www.osha.gov/pls/imis/sicsearch.html> for codes).
7. Enter latitude and longitude for the approximate center of the site (DEQ Location Tool at <http://deggisweb.deq.state.or.us/llid/llid.html> or at <http://deqapp1/website/llt/data.asp>).
8. Provide information on the project size as indicated (based on the total project and not just a single phase).
9. Indicate where stormwater runoff during construction will flow. Use your best judgment to determine the name of the receiving water body.
10. Indicate whether stormwater runoff during construction will discharge directly to or through a storm sewer or drainage system that discharges to a Total Maximum Daily Load (TMDL) or 303(d) listed water body for turbidity or sedimentation. To make this determination, the following tools are available on DEQ's website:
 - Map and table: <http://www.deq.state.or.us/WQ/TMDLs/basinmap.htm>
 - Lookup tool: <http://deq12.deq.state.or.us/tmdl/default.aspx>

B. LAND USE COMPATIBILITY STATEMENT

Complete as indicated.

C. SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE

DEFINITION OF LEGALLY AUTHORIZED REPRESENTATIVE:

Please also provide the information requested in brackets []

- **Corporation** - president, secretary, treasurer, vice-president, or any person who performs principal business functions;
or a manager of one or more facilities that is authorized in accordance to corporate procedure to sign such documents.
- **Partnership** - General partner *[list of general partners, their addresses, and telephone numbers]*.
- **Sole Proprietorship** - Owner(s) *[each owner must sign the application]*.
- **City, County, State, Federal, or other Public Facility** - Principal executive officer or ranking elected official.
- **Limited Liability Company** - Member *[articles of organization]*.
- **Trusts** - Acting trustee *[list of trustees, their addresses, and telephone numbers]*.

(please see 40 CFR §122.22 for more detail, if needed)

NPDES General Permit 1200-C for Construction Activities Application Instructions

APPLICATION AND FEE SUBMITTAL

Submit this application, Narrative Parts I, II & III (if applicable), LUCS, Erosion and Sediment Control Plan(2 full-sized hard copies and 1 PDF copy), and the applicable fee to the appropriate DEQ regional office or DEQ Agent listed below. Contact the appropriate DEQ regional office or DEQ Agent for the best way to submit the electronic version of the ESCP.

- If you are in an area serviced by a DEQ Agent, check with the DEQ Agent for appropriate fees and make check payable to the DEQ Agent.
- If you are sending your application to DEQ, the fee for a new application is \$1,586 payable to the Oregon DEQ. Please note that DEQ will also invoice you for an annual fee of \$804 if your project needs permit coverage for more than a year. These fees are subject to change; visit <http://www.deq.state.or.us/wq/rules/div045/tables.pdf> for current fees.

DEQ Northwest Region 2020 SW 4th Avenue, Suite 400 Portland, OR 97201-4987 503-229-5438 or 1-800-452-4011	DEQ Western Region 165 East 7th Avenue, Suite 100 Eugene, OR 97401 541-687-7326 or 1-800-452-4011	DEQ Eastern Region 700 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801 541-278-4605 or 1-800-452-4011
City of Eugene 99 W. 10th Avenue Eugene, OR 97401 541-682-5297	City of Hermiston 215 Gladys Avenue Hermiston, OR 97838 541-667-5025	City of Troutdale 342 SW 4th Street Troutdale, OR 97060 503-674-3300
Clean Water Services 2550 SW Hillsboro Highway Hillsboro, OR 97123 503-681-5101 <i>Includes Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin, and portions of Washington Co.</i>	Rogue Valley Sewer Services 138 West Vilas Road, PO Box 3130 Central Point, OR 97502 541-664-6300 <i>Includes Central Point, Phoenix, Talent, White City and portions of Jackson Co.</i>	Clackamas County Water Environment Services 150 Beavercreek Road, Suite 430 Oregon City, OR 97045 503-742-4567 <i>Unincorporated Clackamas County and areas within the Cities of Rivergrove and Gladstone</i>

**Department of Environmental Quality
LAND USE COMPATIBILITY STATEMENT (LUCS)**



WHAT IS A LUCS? The Land Use Compatibility Statement is the process used by the DEQ to determine whether DEQ permits and other approvals affecting land use are consistent with local government comprehensive plans.

WHY IS A LUCS REQUIRED? Oregon law requires state agency activities that impact land use be consistent with local comprehensive plans. DEQ Oregon Administrative Rules (OAR) Chapter 340, Division 18 identifies agency activities or programs that significantly affect land use and must have a process for determining local plan consistency.

WHEN IS A LUCS REQUIRED? A LUCS is required for nearly all DEQ permits and certain approvals of plans or related activities that affect land use. These permits and activities are listed on p. 2 of this form. A single LUCS can be used if more than one DEQ permit/approval is being applied for concurrently.

A permit modification requires a LUCS when any of the following applies:

1. Physical expansion on the property or proposed use of additional land;
2. A significant increase in discharges to water;
3. A relocation of an outfall outside of the source property; or
4. Any physical change or change of operation of an air pollutant source that results in a net significant emission rate increase as defined in OAR 340-200-0020.

A permit renewal requires a LUCS if one has not previously been submitted, or if any of the above modification factors apply.

HOW TO COMPLETE A LUCS:

Step	Who Does It	What Happens
1	Applicant	Completes Section 1 of the LUCS and submits it to the appropriate city or county planning office.
2	City or County Planning Office	Completes Section 2 of the LUCS by determining if the activity or use meets all local planning requirements, and returns to the applicant the signed and dated LUCS form <u>with findings of fact for any local reviews or necessary planning approvals.</u>
3	Applicant	Includes the completed LUCS with <u>findings of fact</u> with the DEQ permit or approval submittal application to the DEQ.

WHERE TO GET HELP: For questions about the LUCS process, contact the DEQ staff responsible for processing the permit/approval. Headquarters and regional staff may be reached using DEQ's toll-free telephone number 1-800-452-4011. For general questions, please contact DEQ land use staff listed at: www.deq.state.or.us/pubs/permithandbook/lucs.htm.

CULTURAL RESOURCES PROTECTION LAWS: Applicants involved in ground-disturbing activities should be aware of federal and state cultural resources protection laws. *ORS 358.920 prohibits the excavation, injury, destruction, or alteration of an archeological site or object, or removal of archeological objects from public and private lands without an archeological permit issued by the State Historic Preservation Office. 16 USC 470, Section 106, National Historic Preservation Act of 1966 requires a federal agency, prior to any undertaking, to take into account the effect of the undertaking that is included on or eligible for inclusion in the National Register. For further information, contact the State Historic Preservation Office at 503-378-4168, extension 232.*

SECTION 1 - TO BE COMPLETED BY APPLICANT

A. Applicant Name: _____	B. Project Name: _____
Contact Name: _____	Physical Address: _____
Mailing Address: _____	City, State, Zip: _____
City, State, Zip: _____	Tax Lot No.: _____
Telephone: _____	Township: _____ Range: _____ Section: _____
Tax Account No.: _____	Latitude: _____
	Longitude: _____



For latitude/longitude, use the **DEQ Location Finder** at <http://deg12.deq.state.or.us/website/findloc>.

C. Describe the type of business or facility and services or products provided:

SECTION 1 - TO BE COMPLETED BY APPLICANT (Continued)

Applicant Name: _____

Project Name: _____

D. Check the type of DEQ permit(s) or approval(s) being applied for at this time.

<input type="checkbox"/> Air Notice of Construction	<input type="checkbox"/> Pollution Control Bond Request
<input type="checkbox"/> Air Discharge Permit (<i>excludes portable facility permits</i>)	<input type="checkbox"/> Hazardous Waste Treatment, Storage, or Disposal Permit
<input type="checkbox"/> Title V Air Permit	<input type="checkbox"/> Clean Water State Revolving Fund Loan Request
<input type="checkbox"/> Parking/Traffic Circulation Plan	<input type="checkbox"/> Wastewater/Sewer Construction Plan/Specifications (<i>includes review of plan changes that require use of new land</i>)
<input type="checkbox"/> Air Indirect Source Permit	<input type="checkbox"/> Water Quality NPDES Individual Permit
<input type="checkbox"/> Solid Waste Disposal Permit	<input type="checkbox"/> Water Quality WPCF Individual Permit (<i>for onsite construction-installation permits use DEQ's Onsite LUCS form</i>)
<input type="checkbox"/> Solid Waste Treatment Permit	<input type="checkbox"/> Water Quality NPDES Stormwater General Permit (<i>1200-A, 1200-C, 1200-CA, 1200-COLS, and 1200-Z</i>)
<input type="checkbox"/> Solid Waste Compost Registration or Permit	<input type="checkbox"/> Water Quality General Permit (<i>all general permits, except 600, 700-PM, 1700-A, and 1700-B when they are mobile.</i>)
<input type="checkbox"/> Solid Waste Letter Authorization Permit	<input type="checkbox"/> Water Quality 401 Certification for federal permit
<input type="checkbox"/> Solid Waste Material Recovery Facility Permit	
<input type="checkbox"/> Solid Waste Transfer Station Permit	
<input type="checkbox"/> Solid Waste Tire Storage Permit	

E. This application is for: ☐ permit renewal ☐ new permit ☐ permit modification ☐ other: _____

SECTION 2 - TO BE COMPLETED BY CITY OR COUNTY PLANNING OFFICIAL

Please Note: A LUCS approval cannot be accepted by DEQ until all local requirements have been met. Written findings of fact for all local decisions addressed under Item C below are required. Written findings for an activity or use addressed by the acknowledged comprehensive plan in accordance with OAR 660-031-0020 may simply reference the specific plan policies, criteria, or standards that were relied upon in rendering the decision and indicate why the decision is justified based on the plan policies, criteria, or standards.

A. The facility proposal is located: ☐ inside city limits ☐ inside UGB ☐ outside UGB

B. Name of the city or county that has land use jurisdiction (*the legal entity responsible for land use decisions for the subject property or land use*): _____

C. Does the activity or use comply with all applicable local land use requirements (*as required by OAR Chapter 660, Division 31*)?

☐ **YES**, you must complete below or attach findings to support the affirmative compliance decision

i) Relevant specific plan policies, criteria, or standards:

ii) Provide the reasons for the decision:

☐ **NO**, you must complete below or attach findings for noncompliance, and identify requirements the applicant must comply with before LUCS compatibility can be determined.

i) Relevant specific plan policies, criteria, or standards:

ii) Provide the reasons for the decision:

D. Planning Official Signature: _____ **Title:** _____

Print Name: _____ **Telephone No.:** _____ **Date:** _____

E. If necessary, depending upon city/county agreement on jurisdiction outside city limits but within UGB:

Planning Official Signature: _____ **Title:** _____

Print Name: _____ **Telephone No.:** _____ **Date:** _____



Community Development Division
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
(503) 925-2309

PRE CONSTRUCTION MEETING CHECK LIST

MANDATORY ITEMS PRIOR TO STARTUP

- ☐ 1. Deliver to the City Engineering Dept three (3) sets of approved plans, with approved stamp, as follows: One (1) full-size set, two (2) sets scanned and scaled to 11x17 and one (1) AutoCAD set on a CD.
- ☐ 2. Copies of signed drawings must be in the possession of the Contractor.
- ☐ 3. A list of phone numbers and a copy of the COS or METRO business licenses of all parties involved in the project, including excavators.
- ☐ 4. Completed right-of-way permit application with traffic control plan if applicable.
- ☐ 5. Obtain private-side grading permit and any other applicable permits from the City of Sherwood (COS) Building Dept at (503) 625-4226.
- ☐ 6. Contractor should check drawings for conflicting elevations between water, storm sanitary, etc.
- ☐ 7. 24 hours notice required before any work begins.
- ☐ 8. Project's estimated time of completion: _____
- ☐ 9. Erosion control shall be in place and approved by the City before any stripping of vegetation may occur. **Refer to Attachment A for further requirements.**

SANITARY SEWER (To comply with COS and CWS Standards R&O 03-11)

- ☐ 1. Air test, mandrel, and photo documentation of sanitary sewer required. Make appointments 48 hours in advance for Inspector to monitor all testing.
- ☐ 2. Compaction will be done in 12-inch lifts with compaction testing on main line and laterals in the right-of-way or public easements. Testing frequency will be every 100 feet and/or as directed by the City Engineer.
- ☐ 3. Vacuum test manholes per CWS standards.
- ☐ 4. Other Notes: _____

STORM SEWER (To comply with COS and CWS Standards R&O 03-11)

- ☐ 1. Mandrel and photo documentation of storm sewer required.
- ☐ 2. Compaction will be done in 12-inch lifts with compaction testing on main line and laterals in the right-of-way or public easements. Testing frequency will be every 100 feet and/or as directed by the City Engineer.
- ☐ 3. Other Notes: _____

WATER MAIN

- ☐ 1. Coordinate with COS Public Works for all inspections, testing, installations, meters and approvals at (503) 925-2319. Allow plenty of advance notice for each of the above.
- ☐ 2. Other Notes: _____

STREETS

- ☐ 1. Curbs will be placed on compacted aggregate (minimum 95% compacted gravel). The City will inspect forms before pouring.
- ☐ 2. Curbs and street areas will be proof rolled before construction. All utility crossings to be in place before proof roll.
- ☐ 3. All curbs will be 3,300 PSI concrete at 28 days. Contraction and expansion joints will comply with COS construction drawings. Trip tickets need to be turned in.
 - a. A set of three (3) concrete cylinders shall be provided for every 500 ft of cur or 50 cubic yards of concrete.
 - b. Air content test minimum 4.5% and maximum 6.5%.
- ☐ 4. Asphalt will be "C" mix, level two mix design, however, "C" mix, level three mix design may be substituted.
- ☐ 5. All asphalt seams to be sand-sealed and tack-coated.
- ☐ 6. The City reserves the right to shut down a project for muddy streets and/or lack of traffic control. All streets will be kept clean and maintained throughout the time period of the project. Tracked mud needs immediate attention.
- ☐ 7. All street and traffic signs are placed by the COS Public Works Dept unless otherwise noted in the approved plans.
- ☐ 8. Street Trees Note: All street trees planted during the construction phase of the project must be at the City standard of 2" DBH. Trees smaller than 2" DBH will be rejected upon inspection and Owner/Developer will be required to replant. No Engineering Final Approval will be given if this condition is not satisfied.
- ☐ 9. Other Notes: _____

AS BUILT DRAWINGS

- ☐ 1. The City required a hard copy of the as-built drawings for review. These drawings must be stamped and signed with the original signature of the owner's engineer. If changes are required, a new hard copy must be submitted. Upon verification that the hard copy is correct, and electronic file in CAD and PDF must be submitted to the City. **The electronic file must be in the City's possession before the Engineering Dept will final the project.**

GENERAL CONSTRUCTION PRACTICES – PLAN OF OPERATIONS

Prior to commencing construction, contractors are encouraged to develop a plan of operations which should include, but not be limited to, the following items:

1. Hours and days of construction activity including equipment maintenance and deliveries:
Monday through Friday..... 7:00 AM to 7:00 PM
Saturday and Sunday..... Only with written pre-approval
of the City Manager via the City Engineer.
2. All trucks and delivery routes will use minor arterials, major collectors and minor collectors only.
3. Traffic control and standard flagging procedures are required for activities interrupting travel on city streets.
4. Owner/Contractor may need to notify adjacent property owners, businesses and residents of construction activities. Additionally, complaint handling and community relations may be required.
5. Emergency call number for COS Dispatch is (503) 629-0111. For water and sewer line emergencies, call (503) 625-5722, 24 hours/7days a week.
6. Noise limitation and control is required for walkie-talkies, back-up alarms and other noise generation devices as well as construction activity.
7. Use water trucks for dust control.
8. Have a procedure in place in case of unplanned utility outages.
9. Contractor shall notify the Engineering Dept at (503) 925-2303 forty-eight (48) hours prior to any utility testing.
10. All public and private utilities and crossings within the right-of-way shall be installed prior to placement of base rock.
11. When connecting onto or extending a storm or sanitary line, a barrier, such as a screen, cloth, chain, etc., shall be installed to protect the public system.
12. Coordinate with private utilities such that they have advance notice for design and construction.
13. If the City approves any road closures, contractor shall notify emergency and public services when working in the right-of-way or when restricting access. This includes, but is not limited to, 911 services, COS Police Dept, Tualatin Valley Fire & Rescue, Sherwood School District and the United States Postal Service.

Contractor's Signature

Date



Community Development Division
Engineering Department
 22560 SW Pine Street
 Sherwood, OR 97140
 503-925-2309

FINAL DEVELOPMENT CHECKLIST

SANITARY SEWER

Date: _____
 Project: _____

<input type="checkbox"/>	1. Check that all test required have been performed:
<input type="checkbox"/>	• Vacuum test manholes
<input type="checkbox"/>	• Low pressure test
<input type="checkbox"/>	• Mandrel test lines
<input type="checkbox"/>	• Video inspection
<input type="checkbox"/>	2. Have manholes been sealed?
<input type="checkbox"/>	• Pic-holes
<input type="checkbox"/>	• Grade rings
<input type="checkbox"/>	• Around frame
<input type="checkbox"/>	• Section seams
<input type="checkbox"/>	3. Are all channels poured and free of debris?
<input type="checkbox"/>	4. Check steps for correct positions top and bottom, 12" apart, 27" from rim. Are they plastic or steel; are they free of dirt, grouting, debris etc.?
<input type="checkbox"/>	5. Are manhole covers 2-hole?
<input type="checkbox"/>	6. Check each lot for a 2x4 sanitary sewer lateral marker painted green and located six feet beyond property line, with magnetic tape extended 3' up and stapled to marker. (See CWS Drawing 170)
<input type="checkbox"/>	7. Check cleanout lids to ensure that they have expansion plug.
<input type="checkbox"/>	8. Check manholes in easement areas, are they to grade and do they have tamper proof lids with bolts installed?
<input type="checkbox"/>	9. Has all strings been removed from lines?
<input type="checkbox"/>	10. Has all off site restoration been completed?

STORM

<input type="checkbox"/>	1. Check that all tests have been performed:
<input type="checkbox"/>	• Mandreled
<input type="checkbox"/>	• Video inspected
<input type="checkbox"/>	2. Have manholes been sealed?
<input type="checkbox"/>	• Pic-holes
<input type="checkbox"/>	• Grade rings
<input type="checkbox"/>	• Around frame
<input type="checkbox"/>	3. Are all channels poured and free of debris?
<input type="checkbox"/>	4. Check steps for correct positions top and bottom, 12" apart, 27" from rim. Are they plastic or steel, are they free of dirt, grouting, debris etc.?
<input type="checkbox"/>	5. Are manhole covers 16-hole?

<input type="checkbox"/>	6. Are storm laterals painted white and located six feet beyond property line and extended 3' above ground? (See R&O 96-44 Drawing #290ST)
<input type="checkbox"/>	7. Are manholes in easement to grade and do they have tamper proof lids with bolts installed?
<input type="checkbox"/>	8. Are out falls in place per plan?
<input type="checkbox"/>	9. If WQ manholes have inside tees, does the tee have an easily removable mechanical plug?
<input type="checkbox"/>	10. Are water quality and quantity facilities fully operational?
<input type="checkbox"/>	11. All catch basin sumps to be cleaned, do they have weep holes to grade, do they have correct grates?
<input type="checkbox"/>	12. If curb inlet, do they have diamond plate cover with working lock assembly, is curb inlet opening to specifications?
<input type="checkbox"/>	13. Have all strings been removed from manholes and lines?
<input type="checkbox"/>	14. Has all off site restorations been completed?

WATER

<input type="checkbox"/>	1. Check that all tests have been performed.
<input type="checkbox"/>	• Pressure test
<input type="checkbox"/>	• Chlorination
<input type="checkbox"/>	• Bac-T samples passed
<input type="checkbox"/>	2. Are all valves on?
<input type="checkbox"/>	3. Are all fire hydrants operating?
<input type="checkbox"/>	4. Are all valves to grade and operating nut accessible?
<input type="checkbox"/>	5. Are meter boxes to grade and located within ROW and correctly positioned in regards to property lines and sidewalks?
<input type="checkbox"/>	6. Are pigtails to correct side of property pin and stakes marked with lot numbers?
<input type="checkbox"/>	7. Are meter setters positioned correctly in box and operating?
<input type="checkbox"/>	8. Fire hydrant safety flange 6" above grade?
<input type="checkbox"/>	9. Does each lot have a water service?
<input type="checkbox"/>	10. Is all off site restoration completed?
<input type="checkbox"/>	11. All CARV valves operational and on?
<input type="checkbox"/>	12. All water sample stations operational and on?

STREETS

<input type="checkbox"/>	1. Check all curb and gutter for cracks, chips, etc.
<input type="checkbox"/>	2. Are all barricades in place at dead end streets and sidewalks?
<input type="checkbox"/>	3. Are dead end sidewalks tied into streets with asphalt ramps?
<input type="checkbox"/>	4. Are light poles in place, check for conflict with property lines and sidewalks?
<input type="checkbox"/>	5. Are there any overhead utilities crossing property lines that need to be tied into underground?
<input type="checkbox"/>	6. Are all curbs backfilled?
<input type="checkbox"/>	7. Are all sidewalks and wheelchair ramps to be constructed in place?
<input type="checkbox"/>	8. Are streets draining as designed?
<input type="checkbox"/>	9. Are streets clean?
<input type="checkbox"/>	10. Are there any areas in street section that need to be sand sealed?

<input type="checkbox"/>	11. Are concrete streets saw cut per plan and are all major cracks repaired?
<input type="checkbox"/>	12. Have street signs been ordered?
<input type="checkbox"/>	13. Have street lights been energized?
<input type="checkbox"/>	14. Have street striping and traffic control indicators been completed?
<input type="checkbox"/>	15. Have all guardrails been installed for roadways and pedestrian and bike paths?
<input type="checkbox"/>	16. Are all weather access roads for off site sanitary and storm sewers complete?

MISCELLANEOUS

<input type="checkbox"/>	1. Have all plat conditions been met?
<input type="checkbox"/>	2. Have all new easements been verified and recorded?
<input type="checkbox"/>	3. Is erosion control in place per plan?
<input type="checkbox"/>	4. Are property pins in place?
<input type="checkbox"/>	5. Have power, phone, and cable been installed?
<input type="checkbox"/>	6. Have as-builts been submitted, checked and mylars received?
<input type="checkbox"/>	7. Has maintenance bond been received?
<input type="checkbox"/>	8. Has work completion and acceptance certificate been completed?
<input type="checkbox"/>	9. Has City Engineer and Manager conducted final inspection?
<input type="checkbox"/>	10. Have all lots been final graded?
<input type="checkbox"/>	11. Has all construction materials, garbage, dumpsters, machinery, out houses etc. been removed?
<input type="checkbox"/>	12. Have all bonds on unfinished work been submitted?
<input type="checkbox"/>	13. Have all punch lists from other agencies been completed?
<input type="checkbox"/>	14. Have all wells on site been abandoned as to water master's specifications or those to be retained in correct working order as per water master?
<input type="checkbox"/>	14. Have all underground tanks been abandoned as per applicable regulations?
<input type="checkbox"/>	15. Have all septic tanks and drain fields been abandoned as per Washington County Sanitation Engineer?

GENERAL

Please Note: Any omissions from this list do not alleviate the responsibility of the developer, engineer, nor the contractor.

Field Engineer:

Signature

Date: _____

Project Manager:

Signature

Date: _____

End of Engineering Permit Process Packet

Last Updated: December 5, 2014