



SANDY URBAN RENEWAL BOARD MEETING

Monday, August 05, 2024 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/82062618022>

Or by phone: (253) 215-8782; Meeting ID: 82062618022

ROLL CALL

APPROVAL OF MINUTES

1. [Approval of Minutes: May 20, 2024](#)

NEW BUSINESS

2. [Intergovernmental Agreement with City of Sandy](#)
3. [Discussion: Assessing Grant Programs and Urban Renewal Strategic Investments](#)

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



SANDY URBAN RENEWAL BOARD MEETING

Monday, May 20, 2024 at 8:00 PM
Sandy City Hall and via Zoom

MINUTES

ROLL CALL

PRESENT

Chair Stan Pulliam
Board Member Chris Mayton
Board Member Laurie Smallwood
Board Member Rich Sheldon
Board Member Kathleen Walker
Board Member Carl Exner
Board Member Don Hokanson
Board Member Khrys Jones

APPROVAL OF MINUTES

1. Approval of Minutes: February 20, 2024

MOTION: Approve the February 20, 2024 minutes

Motion made by Board Member Hokanson, Seconded by Board Member Sheldon.

Voting Yea: Chair Pulliam, Board Member Mayton, Board Member Smallwood, Board Member Sheldon, Board Member Walker, Board Member Exner, Board Member Hokanson, Board Member Jones

MOTION CARRIED: 8-0

NEW BUSINESS

2. Façade Grant Approval: All County Surveyors (Project #23-004 FAC)

The Development Services Director summarized the staff report, which was included in the agenda packet along with presentation slides.

Board discussion ensued on the following topics:

- Clarification that the structure proposed to be constructed for employee breaks is outside the scope of this grant application

- Discussion of the number of employees at the company, the majority of whom live locally
- Discussion of the need for more graduates going into surveying work
- Emphasis that public assistance for surveying would be a more effective way to support housing development
- Praise for adding more Sandy Style elements to Pleasant Street

MOTION: Approve the façade grant for All County Surveyors in the amount of \$40,429

Motion made by Board Member Sheldon, Seconded by Board Member Hokanson.

Voting Yea: Chair Pulliam, Board Member Mayton, Board Member Smallwood, Board Member Sheldon, Board Member Walker, Board Member Exner, Board Member Hokanson, Board Member Jones

MOTION CARRIED: 8-0

3. Resolution 2024-13: Declaring the Intention to Collect Urban Renewal Tax Increment

The City Manager summarized the staff report, which was included in the agenda packet. It was noted that the Agency is not raising taxes; it is simply reallocating tax funds.

MOTION: Adopt Resolution 2024-13

Motion made by Board Member Mayton, Seconded by Board Member Walker.

Voting Yea: Chair Pulliam, Board Member Mayton, Board Member Smallwood, Board Member Sheldon, Board Member Walker, Board Member Exner, Board Member Hokanson, Board Member Jones

MOTION CARRIED: 8-0

ADJOURN



STAFF REPORT

Meeting Type: Sandy Urban Renewal Agency
Meeting Date: August 5, 2024
From: Tyler Deems, Executive Director
Subject: Intergovernmental Agreement with City of Sandy

DECISION TO BE MADE:

Whether to adopt an IGA outlining the roles and responsibilities of the City of Sandy (City) and Sandy Urban Renewal Agency (Agency).

BACKGROUND / CONTEXT:

The Sandy Urban Renewal Agency (Agency) was established in 1998. The Agency has adopted an [Urban Renewal Plan](#), most recently amended in 2018. The City of Sandy (City) and Agency frequently work together to accomplish the objectives of the Sandy Urban Renewal Plan. Most often, the City contributes its experience in the provision of administrative services (general administration, finance, legal, and technology). An IGA should have been adopted at the time the Agency was created to ensure that the City could act on behalf of the Agency, and use City resources to carry out the Plan. Staff can find no documentation of such an IGA ever having been created. The intent of this IGA is to formalize the relationship between the Agency and the City, and to align with the provisions of ORS 190.010.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends adopting the IGA to align with the provisions of ORS 190.010.

SUGGESTED MOTION LANGUAGE:

“I move to approve the IGA between City of Sandy and Sandy Urban Renewal Agency, as provided in the meeting packet.”

LIST OF ATTACHMENTS / EXHIBITS:

- Intergovernmental Agreement between City of Sandy and Sandy Urban Renewal Agency

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SANDY AND THE SANDY
URBAN RENEWAL AGENCY**

This Intergovernmental Agreement (Agreement) is entered into between The City of Sandy (“City”), an Oregon municipal corporation established under ORS Chapter 221, and the Sandy Urban Renewal Agency (“Agency”), a municipal corporation established under ORS Chapter 457.

WHEREAS, the Agency is charged with administering and implementing The Sandy Urban Renewal Plan (“Plan”), as adopted by the agency board on December 21, 1998 and last amended May 2018, and engages in redevelopment activities to carry out the Plan; and

WHEREAS, the City has experience in the provisions of administrative services for local governments and in planning and constructing public improvements and desires to assist the Agency in the planning and carrying out of the Plan, pursuant to ORS 457.320; and

WHEREAS, the City has the desire and the money to loan the Agency for implementation of the Plan as long as said funds are reimbursed to the City; and

WHEREAS, pursuant to ORS 190.010, the City and Agency are authorized to enter into intergovernmental agreements for the performance of functions and activities either one is authorized by law to perform.

NOW, THEREFORE, THE CITY OF SANDY AND THE SANDY URBAN RENEWAL AGENCY AGREE AS FOLLOWS:

Section 1: City Duties and Responsibilities

As requested and authorized by the Agency, the City shall provide administrative and development services to the Agency and undertake urban renewal activities as set forth in the adopted Plan, including but not limited to the following as set forth below.

- a. **Administrative Services:** The City may provide the following administrative services to the Agency: records management and record-keeping, human resources, engineering, planning services, legal services, purchasing information, technology services including internet and telephone service, office space and supplies, staff support for meetings (including preparation of meeting notices, agendas and minutes) and budget preparation and oversight. In doing so, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement.
- b. **Financial Assistance:** Pursuant to ORS 457.320, the City may loan money and provide other forms of financial assistance to the Agency in order to assist in carrying out the Plan. Any such assistance is to be properly documented and contain adequate provisions for the repayment of any loan made by the City to the Agency. Interest on any loan will be

calculated based on the rate the City would receive if those funds were invested in the Local Government Investment Pool (base rate) +1%. The rate shall be annual and will be set July 1 of each Fiscal Year. Compounding of interest will correspond with the repayment schedule. The base rate will be calculated as an average of the prior 12 months, or the rate for the preceding June, whichever is higher.

- c. **Public Improvement and other Public Contracting Assistance:** The City agrees to act, when appropriate upon request of the Agency, as the agent of the Agency for purposes of forming local improvement districts, soliciting procurements, awarding bids, assessments, and all other usual and necessary activities normally performed by the City with reference to public improvement projects in, and other public contracts for, the City.
- d. Nothing herein shall be construed to prohibit the Agency from contracting with third parties to provide any of the services listed above:

Section 2: Agency Duties and Responsibilities

- a. **Financial Management and Review:** The Agency is responsible for the oversight and management of the Plan and its projects, including, but not limited to: oversight of the fiscal health of the Agency and its authorized plan projects, management decisions affecting the fiscal status of the Agency, threshold and capacity of the Agency, and monitoring of all Agency revenues and expenditures. This includes annual budgeting and budget review of plan projects and funds, as required by Oregon local budget law (ORS 294.305 through 394.565). The Agency shall coordinate with the City as necessary to ensure proper oversight and management of Agency activities.
- b. **Annual Reporting:** Pursuant to ORS 457.460, the Agency shall prepare and provide the Agency Board an annual financial report on the Agency and its projects no later than January 31 of each year.
- c. **Financial Assistance:** The Agency is authorized to loan money and provide other forms of financial assistance to the City as the Agency Board, in its sole discretion, determines appropriate to carry out one or more projects described in the Plan. The Agency shall repay the City all contract expenses related to the Plan and report. Repayment shall be on a schedule mutually agreed to by the Agency and City.

Section 3: Shared Duties and Responsibilities

- a. **Issuance of Debt for Urban Renewal Activity:** The Agency is ultimately responsible for negotiating and securing debt for the purpose of carrying out the Plan. City staff may assist the Agency with negotiating and securing debt by providing financial administrative assistance. Through a separate Memorandum of Understanding (MOU), the City may agree

to issue debt for the Agency with the Agency assuming financial responsibility for any associated debt service.

- b. **Agency Staffing:** The City shall provide and supervise staff that performs Agency functions. City employees engaged in Agency activities are employees of the City and subject to the City's employment policies, procedures, and standards. It is also the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties for the City.
- c. **Reimbursement for Services:** The City may seek reimbursement from the Agency for reasonable costs of services provided on behalf of the Agency. The City shall provide sufficient documentation and detail of service provided to the Agency.

Section 4: Additional Terms

- a. **Severability:** If any section, clause, or phrase of this Agreement is judicially deemed invalid, illegal or unenforceable in any respect, the remaining parts of this Agreement shall be severed from the invalid parts and remain in full force and effect.
- b. **Indemnification:** Except as otherwise limited by the Oregon Tort Claims Act, the City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of or result from the negligent or intentional acts of the City's officials, Employees, and agents as providing the services pursuant to this Agreement.
- c. **Modification:** This Agreement may be modified by mutual written consent of the parties. Any modification to a provision of this Agreement shall have no effect upon other provisions in this Agreement unless stated in writing.
- d. **Term and Termination:** This Agreement shall remain in effect until terminated by the parties as provided in this Section. Termination of this Agreement may be made by mutual consent of the parties and shall not affect the duties and obligations of the parties that occurred prior to the termination (including any bond, loan or other repayment obligations).
- e. **Effective Date:** This Agreement is effective upon the latest date it is executed by the parties below.
- f. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.



Grant Programs Discussion

Urban Renewal Board
August 5, 2024

Program History

Item # 3.

- Original façade program was a 99 percent (URA) to 1 percent (private property owner).
- Existing façade program is a matching grant program up to \$41,500 in URA expense:

Project Cost	Façade grant program will pay
\$0 to \$5,000	80%
Next \$45,000 (to \$50,000)	50%
Next \$50,000 (to \$100,000)	30%

- Tenant Improvement program is a 50/50 matching grant program up to \$30,000 in URA expense.

Strategic Investment Properties

Item # 3.

Some properties to explore investment:

- Sandy Marketplace
- old La Bamba site
- old 76 gas station
- Safeway complex
- Smith Building



Item # 3.





Item # 3.



Transformation Ideas



La Bamba Sketches

Item # 3.

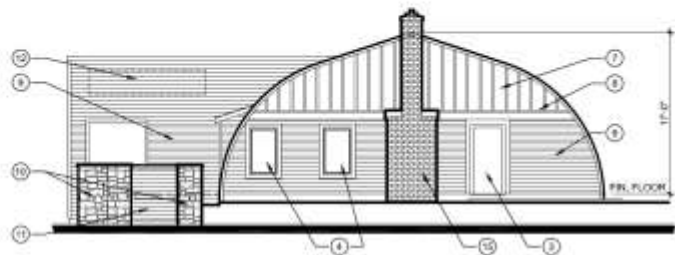


La Bamba Sketches

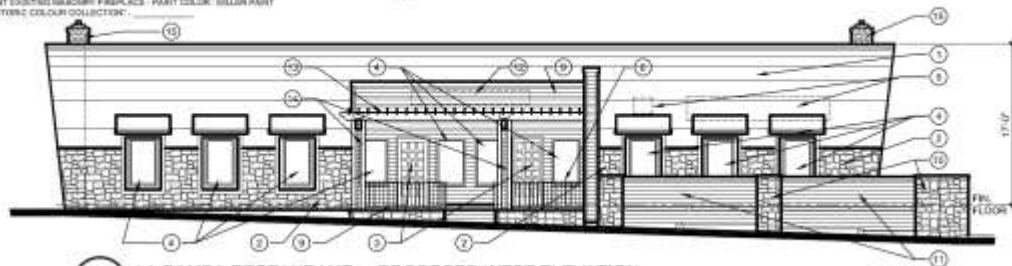
Item # 3.

SHEET NOTES:

- 1 EXISTING ROOFING TO REMAIN
- 2 EXISTING STAIRS/VENDERS TO REMAIN
- 3 EXISTING DOORS TO REMAIN - INSTALL NEW 3/4" X 8" OSLAR WOOD TRIM - PAINT COLOR #2 - MILLER PAINT HISTORIC COLOUR COLLECTION
- 4 EXISTING WINDOWS TO REMAIN - INSTALL NEW 3/4" X 8" OSLAR WOOD TRIM - PAINT COLOR #2 - MILLER PAINT HISTORIC COLOUR COLLECTION
- 5 EXISTING RESTAURANT SIGN AND LOFTERY SIGN TO REMAIN
- 6 NEW METAL RAILING - PAINT BLACK
- 7 NEW BOARD AND BATTEN SIDING OVER EXISTING SIDING (NO BATTENS AT 16" O.C. OVER 12" SPECIALLY DSG. PLYWOOD - PAINT COLOR #1 - MILLER PAINT HISTORIC COLOUR COLLECTION)
- 8 NEW 1/2" WOOD TRIM OVER 3/4" X 8" WOOD TRIM BAND OVER EXISTING SIDING - PAINT COLOR #2 - MILLER PAINT HISTORIC COLOUR COLLECTION
- 9 NEW 1" CEMENTIOUS HORIZONTAL LAP SIDING OVER EXISTING SIDING - PAINT COLOR #2 - MILLER PAINT HISTORIC COLOUR COLLECTION
- 10 NEW CULTURED STONE MASONRY COLUMNS AND BASE WITH SLOPED CONCRETE CAP - STONE TYPE: NATURAL MATERIALS - CHARDONWAY
- 11 NEW 1" CEMENTIOUS HORIZONTAL LAP SIDING OVER EXISTING WOOD STRUCTURE - PAINT COLOR #2 - MILLER PAINT HISTORIC COLOUR COLLECTION
- 12 NEW RESTAURANT SIGN LOCATION - (S.G.)
- 13 NEW STAINED P.T. WOOD TRELLIS STRUCTURE OVER ENTRY LANDING - STAIN COLOR
- 14 NEW DOUBLE P.T. WOOD POSTS - STAIN COLOR
- 15 PAINT EXISTING MASONRY FIREPLACES - PAINT COLOR: MILLER PAINT HISTORIC COLOUR COLLECTION



1 LA BAMBA RESTAURANT - PROPOSED SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 LA BAMBA RESTAURANT - PROPOSED WEST ELEVATION
SCALE: 1/8" = 1'-0"

Before and After – Cool Printing

Item # 3.



Before and After – Ace Hardware

Item # 3.



July 31st, 2024

Dear Kelly,

I am writing to you to state our intention to demolish the building at 38756 Pioneer Blvd. An inspection for lead and asbestos was completed and both have come up negative. We completed a formal search for an underground oil tank and none were found. We will contact the city about road "right of ways" for the demolition. We will be renting a fence to surround the property after the demolition to help with security and all bids include dust management pricing. We predict needing about 5-7 dumpsters. We will need to cap the utilities during this process. We plan to take down the building while trying to keep the front retaining wall. If the wall proves to be structurally unsound, we will also remove it.

We hope to complete the demolition as soon as possible to remove this potential hazard and eye sore from the city of Sandy.

Thank you for your time,

A handwritten signature in black ink, appearing to read 'Maryn Hooker', with a long horizontal stroke extending to the right.

Maryn Hooker

Cherryville Construction Inc
19475 SE Baty Rd
Sandy, OR 97055
541-490-2566

Maryn & Lewis Hooker
41350 SE Bacon Creek Rd
Sandy, OR 97055

Sandy house demo

Bid

Equipment move-in	\$ 800.00
House demo and dumpsters load	\$20,000.00
Dumpsters: estimate 6-8	\$10,800.00
Subtotal	\$31,600.00
P&O	<u>\$ 4,740.00</u>
TOTAL	\$36,340.00

Estimate

 Company Logo

Prepared For

Hookers

(541) 420-6119

David Linn Trucking & Excavation LLC

PO Box 316

Brightwood, OR 97011

Phone: [\(503\) 896-6335](tel:5038966335)

Email: dltrucking@gmail.com

Fax: [\(503\) 622-1049](tel:5036221049)

Estimate # 135

Date 07/26/2024

Business / Tax # CCB 205239

Description	Total
Sandy house demo	\$22,250.00
Move in equipment \$500	
Demo house and load dumpsters \$15000	
Dumpsters are as follows	
Dumpsters are a 600 deposit per dumpster which will be applied to the cost of dump frees .	
Past demo experience average dumpster is about 1350 per 40 yard dump	
I'm estimating. 4 to 5 dumpsters will take care of it	
Once the job is complete we will get the total charges and that will be property owners responsibility !	
property owner responsibilities	\$150.00
All permits and asbestos and lead paint abatement certificates to be provided by owners .	
Security fencing will be needed before we start	
United rentals has fencing it was around \$150 per month plus move and install !	
I can coordinate but would be owners responsibility to set up account as fencing would remain until property is secure from public	
Subtotal	
\$22,400.00	

Total
\$22,400.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Hookers

38756 Pioneer Demo



Konell Construction & Demolition Corp.

36000 SE Industrial Way

Sandy, OR 97055

Contact: Khara Hillis

Phone: 503-519-3780

Fax: 503-668-3518

Quote To: Maryn Hooker

Job Name: 38756 Pioneer

Date of Plans: NA

DATE: 7/30/2024

Phone: 541-420-6119

Revision Date:

Fax:

Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT		
10001	Demo Permit	1.00	LS		
10010	Mobilization	1.00	LS		
11070	Temp Fencing	200.00	LF		
11300	Dismantle/Demo Building Structure	1,800.00	SF		
11310	Dust Control	1.00	LS		
11400	Pull Up Slab & Footings	100.00	TCY		
13110	Private Locates	1.00	LS		
13500	Export Concrete & AC	100.00	TCY		
15210	Cap Water	1.00	EA		
15220	Cap Sewer	1.00	EA		
21145	Straw Site	2,500.00	SF		
GRAND TOTAL					\$27,377.00

NOTES:

CLARIFICATIONS:

Based on one MOB

Bid is valid for a period of 60 days.

Area will be smoothed off and covered with straw upon completion.

EXCLUSIONS:

Konell Retains all rights to salvageable materials

Hazardous materials survey or testing - Survey received, assumes no other suspect materials are discovered.

Handling of hazardous soils or substances; needles or drug paraphernalia

Asbestos abatement - Negative per survey

PCB Ballast removal or disposal

Light tube removal & disposal

Concrete or Asphalt replacement

Utility Disconnects: Phone, Power, Gas

Backfill of voids remaining after demo

Tank removal - None noted in survey

Well decommissioning

Freon Removal

Shoring & bracing

Engineering

