



CITY COUNCIL MEETING

Monday, August 07, 2023 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/83828004046>

Or by phone: (253) 215-8782; Meeting ID: 83828004046

CITY COUNCIL / PLANNING COMMISSION WORK SESSION: 6:00 PM

1. Comprehensive Plan Block 2 Goals and Policies Review

SANDY URBAN RENEWAL BOARD MEETING: 7:00 PM

(separate agenda – see <https://www.ci.sandy.or.us/meetings>)

CITY COUNCIL REGULAR MEETING (immediately following SURA meeting)

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- If you are attending the meeting in-person, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting:
<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS PUBLIC COMMENTS

CONSENT AGENDA

2. City Council Minutes: July 17, 2023

RESOLUTIONS

- 3.** Revision and Expansion of Utility Customer Assistance Program
Resolution 2023-30

NEW BUSINESS

- 4.** Noise Exception – Chainsaw Carving Event (File No. 23-024 TEMP)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

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.

Meeting Type: City Council
Meeting Date: August 7, 2023
From: Kelly O’Neill, Jr., Development Services Director
Subject: Comprehensive Plan Block 2 Work Session

DECISION TO BE MADE:

Provide input on the Comprehensive Plan Block 2 Goals and Policies

PURPOSE / OBJECTIVE:

The purpose of this work session is to gather input from the City Council and the Planning Commission on the current draft of goals and policies for the Natural Hazards and Resiliency and the Parks, Trails, and Natural Resources elements of the Comprehensive Plan, known as Block 2. The remaining Comprehensive Plan elements (Housing and Economy, and Governance and Growth Management) will be reviewed at future dates. See the attached Phase Schedule (Exhibit A) for more information.

BACKGROUND / CONTEXT:

The goals and policies for these two elements were created by the consulting team based on feedback gathered through the following process:

1. Community visioning, including conversations with targeted stakeholder groups and members of the public, which resulted in the Envision Sandy 2050 vision statement
2. Data collected from two day-long stakeholder workshops facilitated by the Geos Institute and 3J Consulting to:
 - Identify and prioritize vulnerabilities related to existing natural hazards and changing conditions; and
 - Develop policy solutions to high priority vulnerabilities.
3. Evaluation by internal City staff and community partners from the Sandy Parks and Recreation Department, the Sandy Police Department, Oregon Trail School District, Clackamas County Disaster Management, Fire District 1, and the Development Services Department.
4. A preliminary review by City Council via email
5. Review by the Community Advisory Committee (CAC)

KEY CONSIDERATIONS / ANALYSIS:

Staff is requesting that the City Council and the Planning Commission consider the following questions during this work session:

- Do the goals and policies accurately reflect your understanding of the priorities uncovered during the community visioning process?
- Are there vulnerabilities related to natural hazards that are not addressed adequately in this set of recommended policy solutions?

- Are there additional individuals, groups, or sources we should consult in finalizing these goals and policies?

Any edits generated at this work session will be incorporated into the document, at which point Block 2 will be considered to be complete pending final adoption of the updated Comprehensive Plan.

BUDGET IMPACT:

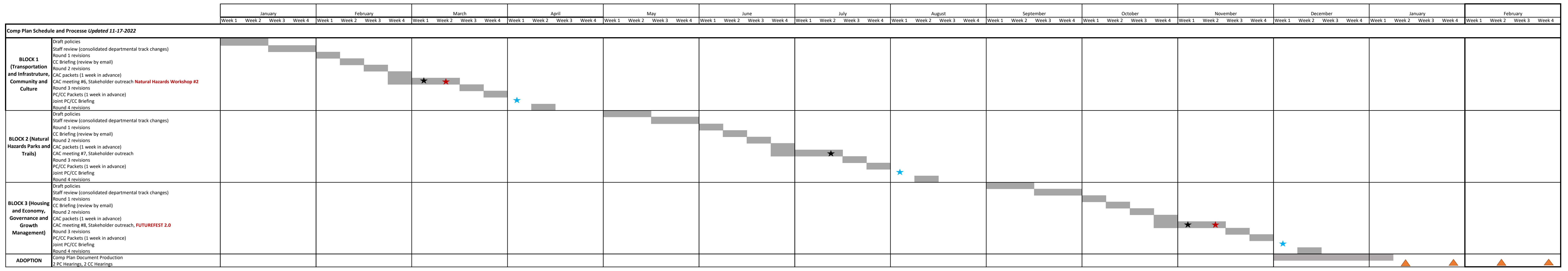
None at this time.

LIST OF ATTACHMENTS / EXHIBITS:

Exhibit A. Comprehensive Plan Phase Schedule

Exhibit B. Block 2 Draft Goals and Policies

Exhibit C. Block 2 Work Session Presentation



- ★ CAC
- ★ PC/CC Briefing
- ★ Event/Activity

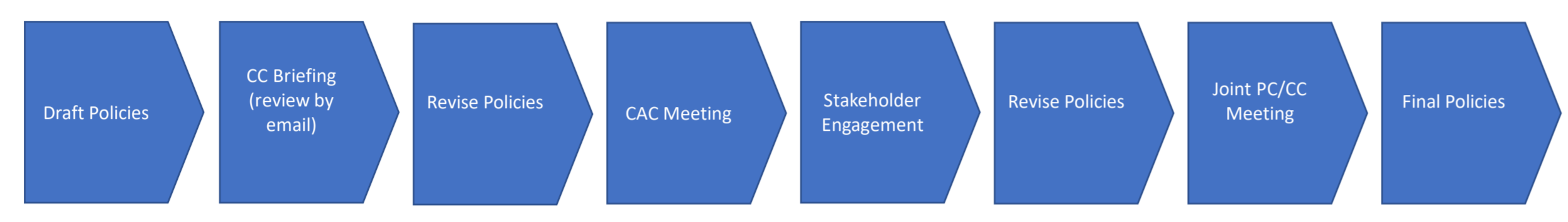




EXHIBIT B. Block 2 Draft Goals and Policies

SANDY 2050 COMPREHENSIVE PLAN
DRAFT BLOCK 2 GOALS AND POLICIES
UPDATED July 28, 2023

Item # 1.

Natural Hazards and Resiliency

In 2050, Sandy is resilient in the face of natural hazards. As stewards of clean air, water, and land resources for future generations, Sandy guides the design of the built environment to protect, enhance, and be integrated with natural systems. The threat of natural hazards like wildfire and earthquakes is mitigated through emergency preparedness, education, and proactive planning. Sandy collaborates with local agencies, including Fire Districts, Clackamas County, and regional partners to plan for actions that can lessen the impact of natural disasters, ensuring the City and its partners have long-term strategies for protecting the community.

COMMUNITY PREPARATION

Goal 1: Prepare Sandy residents and business owners for wildfire and volcano risk.

- Policy 1.1 Work with Clackamas Fire District 1, Clackamas County Disaster Management, and other community partners to engage with Sandy residents, especially those with disabilities, so they are enrolled in the emergency alert system and ready to evacuate using the Ready, Set, Go readiness framework.
- Policy 1.2 Work with Clackamas Fire District 1 to educate the public and business owners about how to reduce wildfire risk to their homes and businesses, providing direct assistance to low-income residents.
- Policy 1.3 Adopt state level Wildfire Hazard Mitigation regulatory requirements and building codes that reduce fire risk for new construction.
- Policy 1.4 Work with Clackamas County and the State of Oregon to enforce OSHA rules regarding wildfire smoke and provide equitable access to education and protective gear for local businesses.
- Policy 1.5 Help residents address wildfire smoke through education, assistance with indoor filtration, and the identification of public facilities that can serve as smoke shelters during smoke events.
- Policy 1.6 Work with Clackamas County Disaster Management to further develop and educate the public regarding evacuation procedures.

Policy 1.7 Work with PGE, the Oregon Trail School District, and other community partners to develop and implement a plan for extended power outages caused by Public Safety Power Shutoffs to address wildfire risk for all City managed facilities and infrastructure.

Goal 2: Prepare Sandy residents and business owners for earthquakes, floods, landslides, and other extreme weather events.

Policy 2.1 Implement public education and training programs so that residents are capable of sheltering in place for at least 14 days in an emergency with little to no outside assistance.

Policy 2.2 Develop and implement a plan for extended power outages caused by extreme weather events for all City managed facilities and infrastructure.

Policy 2.3 Collaborate with Clackamas County, community-based organizations, and state agencies to educate and enforce health and safety measures during extreme heat and cold events.

Policy 2.4 Partner with community organizations to identify facilities that can act as air quality shelters during smoke events and inclement weather shelters during extreme cold events.

Policy 2.5 Explore participation in the National Flood Insurance Program's Community Rating System.

COMMUNITY RESILIENCE

Goal 3: Protect public and physical assets of the community from natural hazards.

Policy 3.1 Assess public buildings and City managed facilities, utilities, open spaces, and park lands for wildfire, drought, flooding, earthquake, severe winter storms, and landslide risk.

Policy 3.2 Implement risk reduction projects beginning with structures that are needed for emergency sheltering, and essential emergency services.

Policy 3.3 Partner with PGE, the Oregon Trail School District, and other community-based organizations to disseminate communications regarding evacuation procedures.

Policy 3.4 Promote and protect the use of naturally flood prone open space or wetlands as flood storage areas.

Policy 3.5 Promote a reduction of development in high-risk areas and educate residents and businesses about the risk of property investment in these areas.

- Policy 3.6 Promote innovative site and building designs that create defensible space and reduce the adverse impacts of development on steep slopes and in other natural hazard areas.
- Policy 3.7 Designate and map areas of steep slopes (25% or greater) and other known hazard areas in the 2017 urban growth boundary expansion area.
- Policy 3.8 Monitor and mitigate blowdown that blocks natural flow patterns in creeks or creates fuel loading hazard for adjacent areas.

Goal 4: Partner and coordinate regionally to reduce risk from natural hazards.

- Policy 4.1 Actively participate in Natural Hazard Mitigation Plan updates and plan implementation processes to ensure that the changing resilience needs of Sandy residents are reflected in revised plans.
- Policy 4.2 Engage with other communities across the region to implement the Clackamas Community Wildfire Protection Plan.
- Policy 4.3 Coordinate with Clackamas County Disaster Management to ensure that emergency management and community plans are well understood by residents, are produced in multiple languages, and the City is clear about its role in implementing those plans regarding known hazards.
- Policy 4.4 Engage with PGE and Clackamas County Disaster Management to ensure the City understands the utility's approach for Public Safety Power Shutoffs to reduce wildfire risk, the County's plan to address emergencies that will arise from those shutoffs, and the City's role in such situations.
- Policy 4.5 Engage with the U.S. Forest Service and Oregon Department of Forestry regarding updates to forest management plans to ensure consideration of the needs of Sandy residents and strengthen relationships ahead of natural disasters, particularly wildfire.

Goal 5: Build community resilience to increasingly frequent natural disasters and other chronic stressors.

- Policy 5.1 Implement water conservation measures at City facilities and encourage and support water conservation efforts among residents and local businesses to reduce the strain of more frequent and severe droughts.
- Policy 5.2 Encourage and support the local agriculture economy to reduce vulnerability to climate change-driven disruptions.
- Policy 5.3 Work with the Chamber of Commerce and other local organizations to assess risks and plan for chronic

environmental stressors to protect the viability of local festivals and celebrations.

- Policy 5.4 Work with the Chamber of Commerce to support local businesses in developing natural disaster resilience plans and ensuring that they are adequately insured in the event of an emergency.
- Policy 5.5 Partner with community organizations to attract more health care providers and services to Sandy to prevent the community's healthcare system from being overwhelmed by increasingly frequent and severe natural disasters.
- Policy 5.6 Work with the State of Oregon, Clackamas County, and community partners to improve access to mental health care services, and help residents understand how natural disaster risk is changing and what they can do to protect themselves and their property.
- Policy 5.7 Partner with community organizations to provide opportunities for youth to volunteer and engage in the community as a means of reducing anxiety about natural disasters and other chronic stressors.

Parks, Trails, and Natural Resources

***In 2050, Sandy's natural and scenic landscape is an extension of the community.** Clean rivers, healthy trees, and wildlife habitats are carefully conserved to promote biodiversity. Forested areas within the City are protected as parks, trails and natural open space. Sandy preserves the unique character and charm of beloved assets like Meinig Memorial Park, Sandy River Park, the Tickle Creek Trail, and Jonsrud Viewpoint. The City continues to develop recreation programs and a diverse and accessible park and trail system that is clean, safe, and functional, serving the needs of residents.*

PARKS AND TRAILS DEVELOPMENT

Goal 1: Develop parks, amenities, and recreation opportunities that are equitably distributed across the city.

- Policy 1.1 Fill service area gaps so that all residential areas are served based on the Parks and Trails Master Plan's (PTMP) levels of service.
- Policy 1.2 Develop a new community park with multi-purpose sports fields.
- Policy 1.3 Improve geographic distribution of key amenities such as dog parks, community gardens, and splash pads.
- Policy 1.4 Improve existing undeveloped park land such as Champion Way, Deer Point, Ponder Lane, and the Sandy Community Campus.
- Policy 1.5 Revitalize parks, including Tupper Park, Sandy Bluff Park, and Meinig Park, by renovating outdated equipment such as playgrounds, sport courts, and paths.
- Policy 1.6 Prioritize inclusive and universally accessible playground upgrades that cater to various mobility types, special needs, and age groups as parks and amenities are developed or improved.
- Policy 1.7 Prioritize the development of parks that include unique amenities not currently offered in the City parks system such as a pump track, pickleball courts, a disc golf course, sensory gardens, nature play areas, sports field(s), and other features.
- Policy 1.8 Prioritize the development of neighborhood and community park types instead of mini parks when land is available and minimize acquisition and development of mini parks to only highly constrained areas and small service area gaps without options for larger park types.
- Policy 1.9 Evaluate and incorporate natural areas, wildlife habitat, and native pollinator gardens into parks where appropriate.

Goal 2. Create a looped network of trails connecting parks, neighborhoods, and natural open spaces that provide opportunities for alternative transportation and recreation throughout the city.

- Policy 2.1 Improve trail connections and pedestrian transportation outlined in the PTMP to connect neighborhoods with key destinations including schools, other parks, and commercial areas.
- Policy 2.2 Provide safe pedestrian crossings on busier streets such as Highway 26, Highway 211, and Bluff Road through signalization and over-or-under-passes.
- Policy 2.3 Renovate existing paths and trails throughout the city to provide accessible routes to parks and amenities in accordance with the Americans with Disabilities Act Standards for Accessible Design.
- Policy 2.4 Pursue a public access easement with the Oregon Trail School District to allow access to future public trails south of the high school.
- Policy 2.5 Connect natural open spaces through multi-purpose trails identified in the PTMP.

Goal 3. Secure funding for land acquisition, recreation development, operations, and maintenance.

- Policy 3.1 Regularly update the System Development Charge Methodology and the fee in lieu calculations to optimize funding from these sources.
- Policy 3.2 Ensure methods for acquisition of community park land, such as fee-in-lieu and system development charges (SDCs) are regularly updated to reflect current land and development costs.
- Policy 3.3 Study the implementation of a General Obligation/Revenue Bond to help fund park development and major renovation projects identified in the Capital Improvement Plan (CIP).
- Policy 3.4 Study the implementation of a Parks Utility Fee to help fund park maintenance and operations.
- Policy 3.5 Study the application of stormwater user fees to supplement parks maintenance funding.
- Policy 3.6 Develop an asset management program that includes a detailed inventory and assessment of existing city-wide parks infrastructure and amenities to help plan for and prioritize life-cycle renovation and replacement for these systems.
- Policy 3.7 Evaluate the cost efficiency and effectiveness of balancing contract services with increased staffing levels, including additional volunteer coordinator positions, to match system growth.
- Policy 3.8 Support non-profits and volunteers to acquire land, obtain donations, secure grants, and engage local groups and residents to help build and maintain parks and trails.
- Policy 3.9 Advocate for fuel reduction funding to support proactive measures that mitigate wildfire risks, ensuring community safety and the preservation of Sandy's parks, trails, and natural resources.

NATURAL RESOURCES

Goal 4: Protect forest, river, and wetland ecosystems and the native species they support.

- Policy 4.1 Partner with the Oregon Department of Fish and Wildlife, US Forest Service, and other large landowners to improve forest and watershed health ahead of impacts due to extreme heat, reduced snowpack, wildfire, and drought.
- Policy 4.2 Safeguard natural waterways by utilizing water conservation measures and programs that limit water demand from the City of Sandy, its residents, and local business owners, particularly during late summer when natural flows are the lowest of the year.
- Policy 4.3 Partner with the Oregon Department of Fish and Wildlife, the Soil and Water Conservation District, and other local organizations to develop projects to protect native species at risk due to increased pests and species migration driven by changing climate conditions.
- Policy 4.4 Favor the use of natural drainage systems and other non-structural methods to treat, convey, and dispose of rainwater runoff.
- Policy 4.5 Update mapping of approximate areas of known stream corridors, wetlands, and associated buffers.
- Policy 4.6 Where feasible, preserve natural vegetation resource sites through public acquisition, conservation easements, or other available methods to permanently limit development.

Goal 5: Protect and sustain Sandy's urban forest.

- Policy 5.1 Update the City urban forestry code to integrate consideration of changing climate conditions and invasive species.
- Policy 5.2 Develop an urban forestry plan.
- Policy 5.3 Adopt procedures for City properties and rights-of-way that promote the use of drought tolerant, native trees and plants.
- Policy 5.4 Educate residents regarding how to address invasive species, implement drought and fire-resistant plants, and protect tree health on their property.
- Policy 5.5 Develop incentives to encourage the preservation of significant trees.

Goal 6: Protect and conserve open space.

- Policy 6.1 Identify and inventory open space corridors within the Sandy urban growth area. Open space shall include lands useful for fish and wildlife habitat, trails, public access to natural resource lands and water, and protection of environmentally sensitive areas.
- Policy 6.2 Employ development regulations to preserve and protect open space and environmentally sensitive lands, integrate the natural environment of Sandy into project designs, minimize the creation of impervious surface, and incentivize the protection of native trees and other vegetation.
- Policy 6.3 Wherever possible, establish native growth protection areas along Highway 26 at both the east and west entries to the city. These areas are intended to provide a pleasant entry to the city, screen industrial uses from the highway, and provide a buffer between the highway and other land uses.
- Policy 6.4 Where appropriate, connect public open space or private protected open space to other open space corridors established by other agencies and by private development.
- Policy 6.5 Work with property owners and developers to preserve open space along Tickle Creek as part of the Tickle Creek Greenway.
- Policy 6.6 Where feasible, restore and maintain the system of parks and open space in the city to serve the habitat and migratory needs of fish and wildlife in the Sandy River and Clackamas River basins.
- Policy 6.7 Develop forest vegetation management plans for City-owned open space along Sandy River and Tickle Creek to address noxious weeds, mitigate blowdown, and support drought-tolerant vegetation.
- Policy 6.8 Employ fuel mitigation measures to reduce wildfire risks, protect lives and property, and preserve natural landscapes for future generations.

Goal 7: Ensure ecologically sound development.

- Policy 7.1 Maintain environmental quality by guiding future development and land use activities such that allowed activities will not significantly deteriorate the existing high quality of air, water, and land resources.
- Policy 7.2 Notify applicable state and federal natural resource protection agencies of development proposals potentially impacting important natural features.
- Policy 7.3 Identify and inventory significant natural features during the development process to preserve natural features or mitigate losses by placing conditions upon development using city, state, and federal government regulations to achieve this objective.

- Policy 7.4 Promote innovative site and building designs which reduce the adverse impacts of development on stream corridors by encouraging projects that protect, maintain, enhance, and restore the natural functions and values of stream corridors.
- Policy 7.5 Require development and construction projects to minimize disturbance of and adverse impacts to native tree stands and other areas of significant vegetation and promote innovative site and building designs to meet these objectives.
- Policy 7.6 Require appropriate reforestation efforts in open space areas to help mitigate the adverse impacts of development.
- Policy 7.7 Prioritize and encourage both infill development and brownfield development to protect the environment and promote urban revitalization.
- Policy 7.8 Advocate for the use of xeriscaping as a water-wise landscaping practice that conserves water, reduces maintenance needs, and enhances sustainability.



EXHIBIT C. Block 2 Work Session Presentation

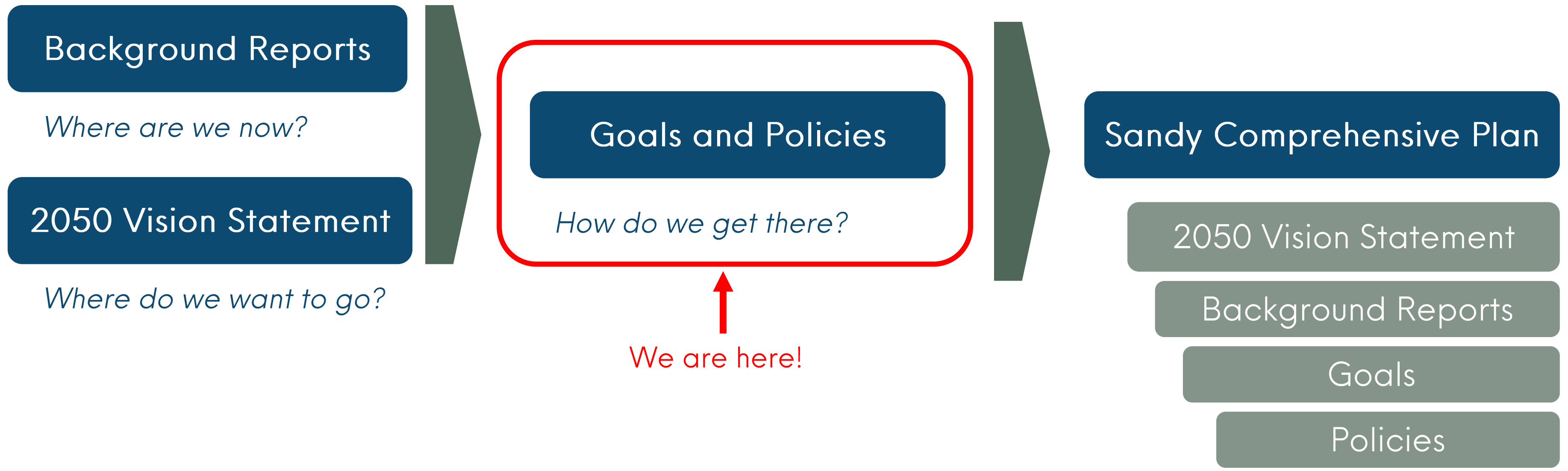
ENVISION SANDY 2050

*Sandy City Council Briefing #5
August 7th 2023*



Quick Refresher on *Envision Sandy 2050* Process and Schedule

Envision Sandy 2050 and Comprehensive Plan Update Process



Community Visioning and Goal Setting

- Community engagement and outreach activities
- Comprehensive Plan Vision and Goals

Assessment of Current and Future Conditions

- Data Collection and Analysis
- Economic Opportunities Analysis (EOA)
- Housing Needs Analysis (HNA)

Comprehensive Plan Update

- Policy Formulation and Implementation Strategies
- Comprehensive Plan Document Development

Adoption

- Planning Commission and City Council Hearings

Future Fest

Natural Hazards Stakeholder Workshop #1

Block 2 PI

Block 1 PI

Natural Hazards Stakeholder Workshop #2

Block 3 PI

Community Advisory Committee (CAC) Meetings

City Council and Planning Commission Briefings



Review of Comprehensive Plan Process and Schedule

What does the current Comprehensive Plan look like?

Sandy Comprehensive Land Use Plan

Adopted October 20, 1997
Ordinance No. 8-97

As Amended By:

- Ordinance 2003-09
- Ordinance 2005-02
- Ordinance 2008-12
- Ordinance 2012-01

City of Sandy
39250 Pioneer Blvd.
Sandy OR 97055
(503) 668-5533 Fax (503) 668-8714

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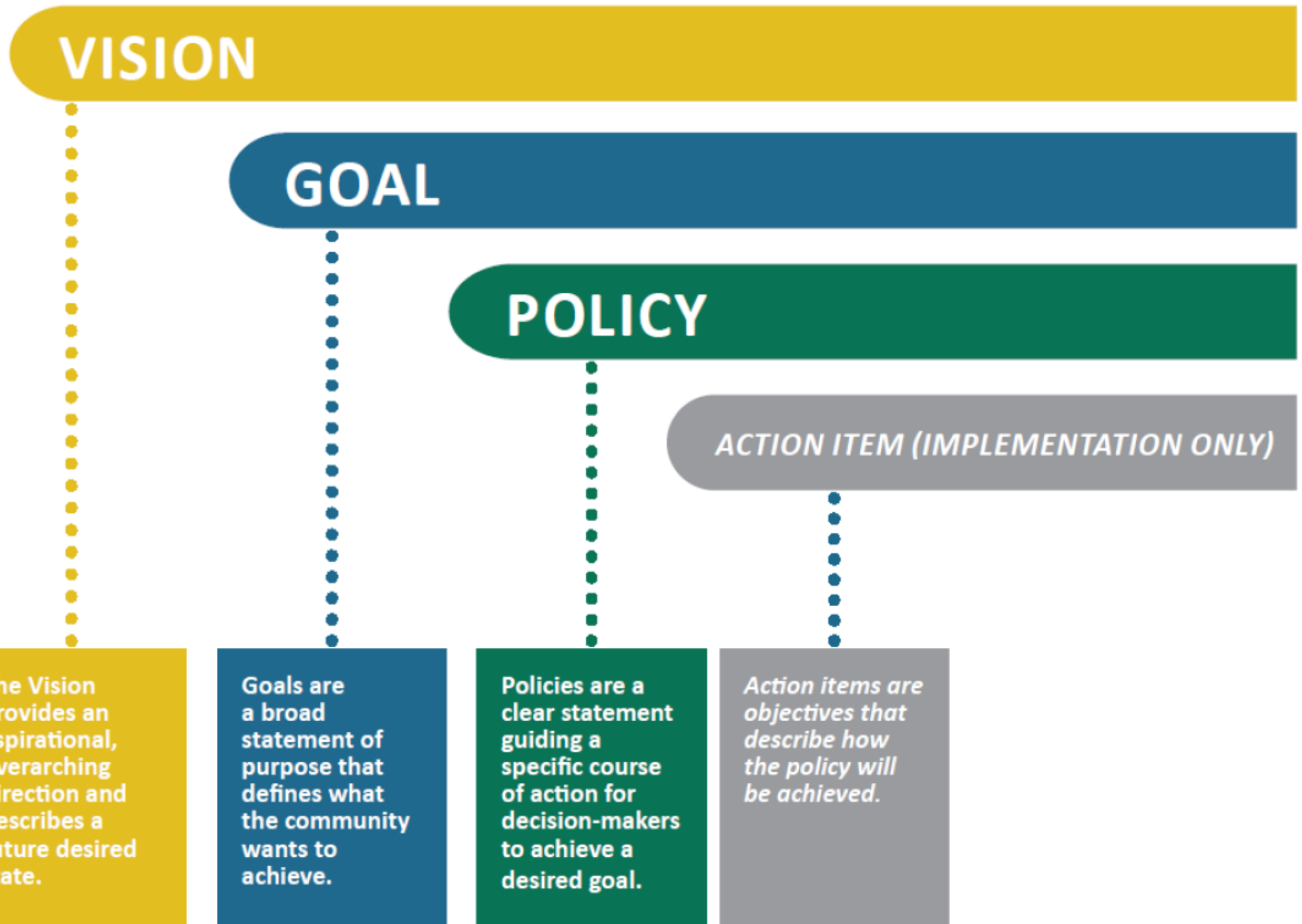
Goal 13 Energy Conservation

This goal is to establish policies to conserve energy.

1. Promote infill developments to reduce the need to extend services and streets.
2. Encourage the use of mass transit as a commuter service connection to the metropolitan area.
3. Promote high-density housing near major transportation corridors, village commercial centers, the downtown, and other areas accessible by transit in an effort to reduce vehicle miles traveled.
4. Encourage energy-efficient design.

Hierarchy of Content

Updated Comp Plan



The Vision provides an aspirational, overarching direction and describes a future desired state.

Goals are a broad statement of purpose that defines what the community wants to achieve.

Policies are a clear statement guiding a specific course of action for decision-makers to achieve a desired goal.

Action items are objectives that describe how the policy will be achieved.

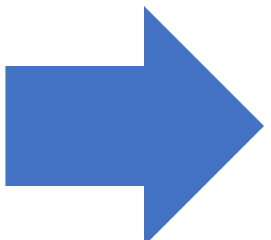
6 Vision Themes







3-5 Goals per Vision Theme

4-10 Policies per Goal

Implementation strategies for policies, as needed

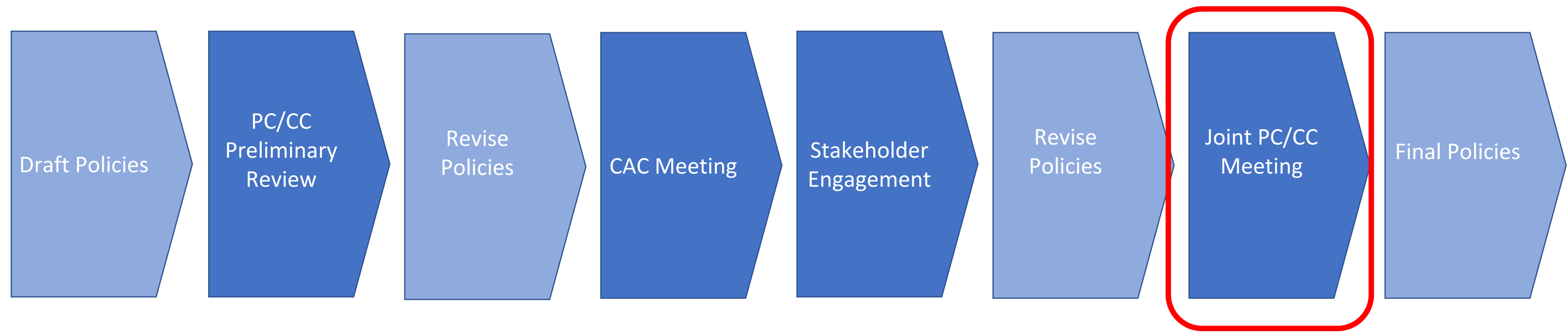
Organization of Content



Block <i>(Document Production)</i>	Vision Theme (Comprehensive Plan Chapter)	Proposed Topic Areas	Applicable Statewide Planning Goals
Block 1 (Jan-Apr)	 Community and Culture	Community Engagement	Goal 1: Citizen Involvement (A)
		Urban Design	Goal 5: Cultural and Historic Resources (A)
		Civic Amenities	
	 Transportation and Infrastructure	Diversity, Equity, Inclusion	
		Transportation	Goal 12: Transportation
		Water, Sewer, Stormwater, Utilities	Goal 11: Public Facilities and Services
Block 2 (May-Aug)	 Parks, Trails and Natural Resources	Energy	Goal 13: Energy Conservation (B)
		Parks and Recreation	Goal 8: Recreational Needs
		Natural Resources	Goal 5: Natural Resources and Open Space (B)
	 Natural Hazards and Resiliency	Biodiversity	
		Natural Hazards	Goal 7: Natural Hazards
		Resiliency	Goal 6: Air, Water and Land Resource Quality
		Disaster Preparedness	
		Energy	Goal 13: Energy Conservation (A)
Block 3 (Sept-Dec)	 Housing and Economy	Economy	Goal 9 Economic Development
		Housing	Goal 10: Housing
	 Governance and Growth Management	Urbanization	Goal 14: Urbanization
		Governance	Goal 2: Land Use Planning
		Civic involvement	Goal 1: Citizen Involvement (B)
		Public Safety	

*(A) and (B) denotes the applicability of a statewide planning goal across multiple comprehensive plan chapters/topic areas

“Block” Process of updating the Comprehensive Plan



Block 2 Goals and Policies Updates Overview

Existing Goals and Policies from Supporting Plans

2022 Transportation System Plan (TSP)

2020 Transit Master Plan

2023 Economic Development Strategy

2023 Economic Opportunities Analysis

2023 Housing Needs Analysis

2021 Parks and Trails Master Plan

2019 Clackamas County Natural Hazards Mitigation Plan *(2024 update forthcoming)*

Other inputs

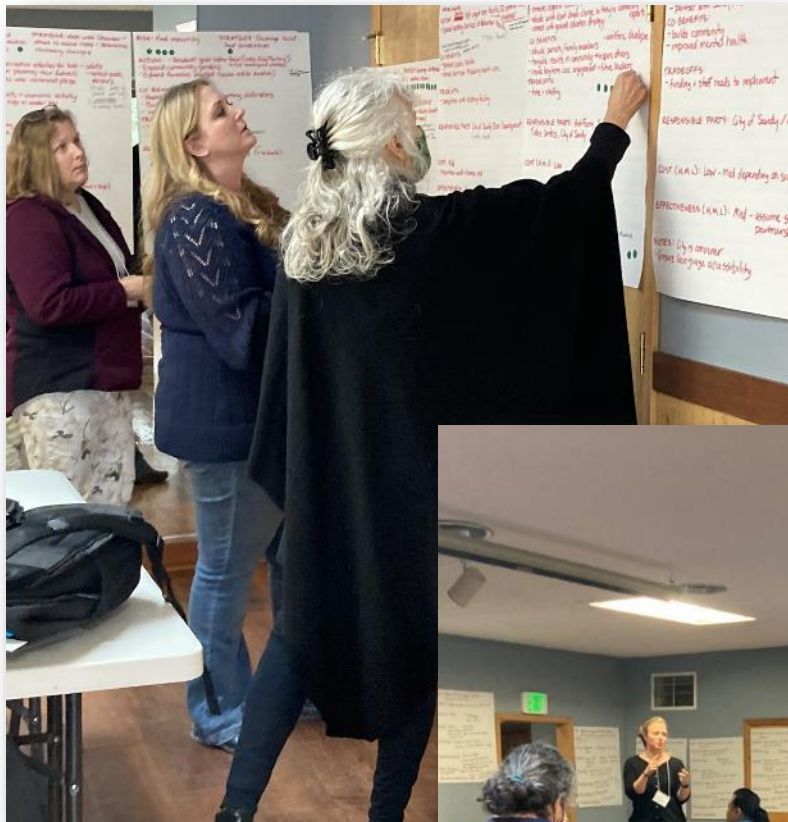
- Community outreach and engagement
- Natural Hazards Stakeholder Workshop series
- City staff input
- Planning Commission/City Council
- Interviews and outreach to community partners, stakeholders, local and regional agencies, and service providers

Natural Hazards Stakeholder Workshops

- 20-25 participants representing five community systems
- Dec 2022 Workshop #1: Identify and prioritize Sandy's vulnerabilities
- March 2023 Workshop #2: Develop strategies and solutions!



Natural Hazards Stakeholder Workshops-*Developing priorities and strategies*



Additional Stakeholder Engagement

- Clackamas County Disaster Management
- Clackamas County Public Health Division
- Oregon Trail School District
- Police Chief
- Clackamas Fire District
- Parks and Recreation
- Clackamas County Disaster Management / Clackamas County Public Health Division

Theme 1: Natural Hazards and Resiliency

Community Preparation

Goal 1: Prepare Sandy residents and business owners for wildfire and volcano risk.

Goal 2: Prepare Sandy residents and business owners for earthquakes, floods, landslides, and other extreme weather events.

Community Resilience

Goal 1: Protect public and physical assets of the community from natural hazards.

Goal 2: Partner and coordinate regionally to reduce risk from natural hazards.

Goal 3: Build community resilience to more frequent natural disasters and other chronic stressors.

Key Revisions: updating terminology (i.e., Clackamas Fire District 1, “Public Safety Power Shutoffs”), included additional partnerships for alerts and communications, combined and simplified policies, and clarified evacuation “procedures” from “routes”

Theme 2: Parks, Trails and Natural Resources

Parks and Trails Development

Goal 1: Develop parks, amenities, and recreation opportunities that are equitably distributed across the city.

Goal 2: Create a looped network of trails that connects parks and neighborhoods and provides opportunities for alternative transportation and recreation throughout the city.

Goal 3: Facilitate funding for land acquisition, recreation development, operations, and maintenance.

Natural Resources

Goal 1: Protect forest, river, and wetland ecosystems and the native species they support.

Goal 2: Protect and sustain Sandy's urban forest.

Goal 3: Protect and conserve open space.

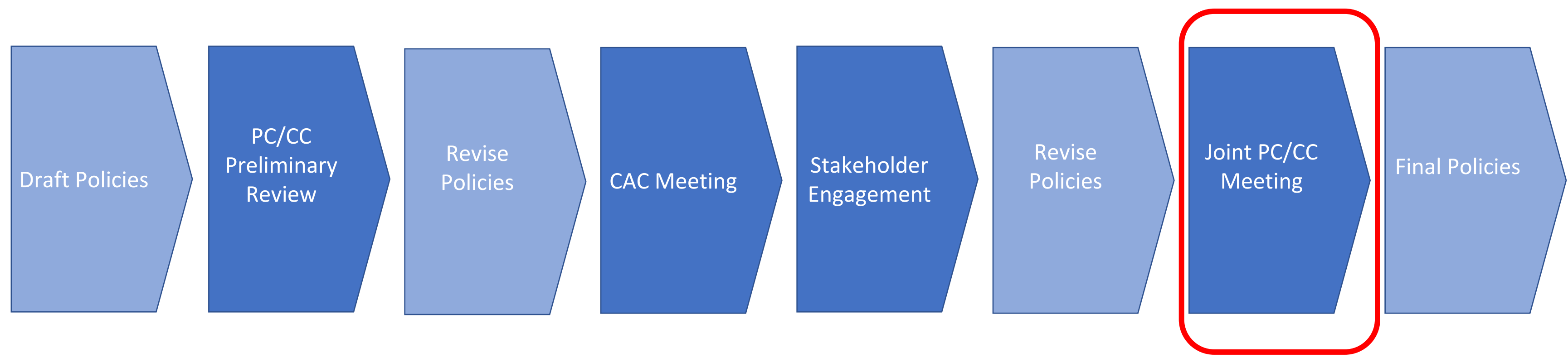
Goal 4: Ensure ecologically sound development.

Key Revisions: minor restructuring and rewording, expanded language for playground accessibility, added emphasis on fuel mitigation, xeriscaping, and infill development.

Key Considerations

- **Do the goals and policies accurately reflect your understanding of the priorities uncovered during the community visioning process?**
- **Are there vulnerabilities related to natural hazards that are not addressed adequately in this set of recommended policy solutions?**
- **Are there additional individuals, groups, or sources we should consult in finalizing these goals and policies?**

“Block” Process of updating the Comprehensive Plan



Next Steps

- Finalize Block 2 Draft Goals and Policies (August 2023)
- Continued outreach through community events
 - Farmers' Market on August 11th
- Draft Block 3 Goals and Policies (September–October 2023)
- Final CAC/Stakeholder Meeting (November 2023)
- Next PC/CC Briefing (December 2023)

Any last questions?

Thank You!



CITY COUNCIL MEETING

Monday, July 17, 2023 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION: 6:00 PM

1. Review of Renegotiated Portland Water Bureau Wholesale Water Agreement

The Public Works Director summarized the staff report, which was included in the agenda packet along with presentation slides. Dick Talley with Stantec and Jeff Fuchs with Consor delivered the main presentation to the Council on the proposed new wholesale water agreement. Particular emphasis was made on the lack of a guaranteed minimum purchase amount, the establishment of cost pools, and the agreement priorities of simplicity and fairness to wholesale customers.

Council discussion ensued on the following issues:

- Logistics of the cost pools, in contrast to the existing agreement
- Acknowledgement that rates will increase under the new agreement
- Explanation of how new Portland facilities will provide a more stable connection and more benefits for Sandy, including connections to well fields in case of emergencies and filtration to reduce turbidity impacts
- Clarification that new rates account for the cost of servicing debt for the new Portland facilities
- Note that the cost of a new Sandy filtration plant would be higher over the long run, and that this arrangement would be simpler for the City to manage
- Explanation on the logistics of accessing well field water, and effects of lower demand on the Bull Run source
- Pending land use and legal issues concerning the new Portland filtration facility; discussion of contingency plans in the event construction of the Portland facility is delayed or stopped
- Creation of a third cost pool for purchase of raw water; contingency possibilities for temporary treatment
- Plans to reinforce the Alder Creek facilities to improve the City's resiliency; benefits regarding reductions of spiking and more predictable wholesale purchasing
- Discussion on impacts of turbidity in fire events
- Long term importance of the Salmon River source for Sandy
- Discussion on 30 year versus 20 year agreement term options
- Discussion on processes for cities to buy their way out of the agreement
- Relative interests of Portland and Sandy concerning when the new agreement should take effect
- Possible consequences should Portland not meet the 2027 treatment deadline

- Timing considerations regarding commencement of pipeline construction, with respect to Portland's land use approval status
- Timing of land use approval for Sandy's new pump station, after the Portland approval process is complete
- Concerns regarding whether the language of the agreement impedes the City's ability to sell water to its wholesale customers
- Suggestions for solidifying voting parameters for the Wholesale Water Managers group, and ensuring that non-voting members can attend

REGULAR MEETING: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Stan Pulliam
 Council President Laurie Smallwood
 Councilor Chris Mayton
 Councilor Rich Sheldon
 Councilor Kathleen Walker
 Councilor Carl Exner
 Councilor Don Hokanson

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

Upekala Wijayratne: is a member of the Parks and Trails Advisory board; knows a number of skaters; there are many local reputable companies that can build skateparks and it would be a shame if one of them does not build Sandy's.

Adam Nilsson: supports the comments of Mr. Jenkins; was a leader in the skating community in Baker City; spouse of Upekala; was very involved in skatepark design and planning earlier on but now feels left out of the planning process despite his best efforts; is disappointed that the ITB process seemed predestined for American Ramp Company (ARC) to win; Dreamline wanted to bid but was not qualified. In response to a Council question, stated that contracting with ARC would mean the City would lose the prestige of using a local builder, that the resulting skatepark would be substandard, and that Dreamline's expertise building with concrete in this environment would yield a better product. Mr. Nilsson also provided written comments that are attached to these minutes.

Scott Minton: wants the Skaters of Sandy (SOS) organization to collaborate with the City on the final construction plans; wants involvement from local skatepark builders; wants continued collaboration, review, and involvement of SOS through the rest of the process. In response to a Council question,

stated that local builders have specialized concrete technology developed to withstand the local climate, and some of the subcontractors ARC plans to use do not have this local expertise. Mr. Minton also provided written comments that are attached to these minutes.

Michael Jenkins: recounted his experience building skateparks in Portland; suggests engaging local youth and local contractors; stated his van has been shot since he last addressed the Council; his dog has incurred large veterinary bills; is working to establish a veterans services program and would like it to be located in the Smith Building; wants City support for his veterans efforts; was accosted earlier in the week.

RESPONSE TO PREVIOUS PUBLIC COMMENTS

(none)

CONSENT AGENDA

2. **City Council Minutes: June 20, 2023**
3. **Contract Amendment: Wastewater Treatment Plant Improvements - Slayden Constructors, Inc.**

MOTION: Adopt the Consent Agenda

Motion made by Councilor Walker, Seconded by Councilor Exner.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

NEW BUSINESS

4. **Planning Commission Appointment**

The Interim Deputy City Manager summarized the staff report, which was included in the agenda packet. Mayor Pulliam and Councilor Mayton expressed their thanks and appreciation for the applicants.

MOTION: Appoint Candace Vincent to Planning Commission Seat 5

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

5. **Contract Award: Construction of Community Campus Pump Track, Jump Line, and Skatepark**

The Parks and Recreation Director summarized the staff report, which was included in the agenda packet. Emphasis was placed on the reasons for creating the invitation to bid the way it was, logistics of coordinating the action sports contractor with the site's general contractor, Sequencing of contracting with the action sports contractor relative to the land use approval process, staff's research on typical costs per square foot of similar facilities, and the benefits

of creating a seamless combined skatepark and pump track at a quality level that can host regional sport events.

Council discussion ensued on the following issues:

- Complications that would have arisen from separating pump track and skatepark construction, including additional time and expense, and coordination of multiple contractors
- Importance of continued engagement and collaboration between the City and SOS as design refinement proceeds
- Clarification that the subcontractor group identified by ARC includes some local providers
- Opportunities for site visits and review by SOS
- Concerns with respect to receiving only one bid
- Importance of ongoing cost consciousness
- Acknowledgement of engagement with the local boke community as well
- Further explanation of the design refinement process
- Summary of the robust public involvement process that has occurred
- Commitment by the City to continue meaningful collaboration with SOS

MOTION: Approve the award of the Public Improvement Contract to American Ramp Company for the construction of the action sports elements of the Community Campus Park Project

Motion made by Council President Smallwood, Seconded by Councilor Hokanson.
Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

6. City Council Rules Revision

Resolution 2023-29

The Interim Deputy City Manager summarized the staff report, which was included in the agenda packet.

Council discussion ensued on the following issues:

- Whether to strike the word 'necessarily' on page 25 (the consensus of the Council was to not make this revision)
- Discussion on the Decorum section on page 25
- The uniqueness of the Economic Development Advisory Board with respect to the Council Liaison process
- Discussion on the appropriateness of including a personal statement disclosure when comments are made before a board or commission
- Discussion on the expectations regarding emailing staff about an upcoming Council agenda item

- Discussion on the rationale for providing three minutes for general public comments, and five minutes for public hearing testimony; rationale for not allowing yielding of remaining time to others
- Discretion of the Presiding Officer to grant additional time in certain cases
- Explanation of the rationale for the confidentiality language on page 26

MOTION: Adopt Resolution 2023-29

Motion made by Councilor Sheldon, Seconded by Council President Smallwood.
Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

REPORT FROM THE CITY MANAGER

- Overview of concerts in the park program
- Discussion of the upcoming League of Oregon Cities annual conference
- Discussion of the need for an Urban Renewal Board work session on planning and board membership; will wait until after the permanent city manager is hired
- Need for the Council to connect with the new Fire Chief
- Update on the city manager recruitment process
- Recognition of the progress being made at the Community Campus

COMMITTEE / COUNCIL REPORTS

Councilor Hokanson

- Thanks and appreciation for the work being done on the drinking water system
- Encouragement to continue engagement with the SOS
- Suggestion to cross-promote Winterfest and Mountain Festival
- Concerns regarding decorum and security during council meetings
- Suggestion to hold a traffic enforcement event focused on red light running

Councilor Exner

- Concerns regarding the Hwy 26 and Ten Eyck intersection
- Overview of the most recent Fire Board meeting
- Discussion of the recent fire at Sandy Family Restaurant and the new food cart
- Praise for the new sidewalk along Hwy 26 near Vista Loop
- Need for clarity on responsibilities for weed maintenance; possibilities for hardscaping medians

Councilor Walker

- Suggestion to pursue Travel Oregon grant opportunities; letters of intent are due in August
- Thanks and appreciation for new Jonsrud sign
- Appreciation for the involvement and contributions of local skatepark advocates
- Reminder on upcoming Kiwanis car show

Councilor Sheldon

- Thanks and appreciation for Mt. Festival
- Thanks for staff's efforts on the Community Campus park, and for being mindful of taxpayer dollars

Council President Smallwood

- Note on upcoming concert in the park
- Appreciation for local skateboard groups, and acknowledgement of the importance of letting staff and professional contractors lead the effort

Councilor Mayton

- Thanks and appreciation for Mt. Festival
- Overview of the Planning Commission's recent recommendation that the Council set aside a majority of the SDC revenue from the Cascade Creek development for improvement of Bornstedt Park; Mayor Pulliam suggested the Parks and Trails Advisory Board should weigh in with their input; Councilor Walker stressed the importance of adhering to the Parks Master Plan

Mayor Pulliam

- Mt. Festival committee is pleased with the electrification progress in Meinig Park
- Encouragement of the effort to install permanent people counter technology in Meinig Park
- Thanks and appreciation for the Kids Parade
- Praise for the new sidewalk along Hey 26 near Vista Loop
- Appreciation for staff's response and efforts related to the recent fire at Sandy Family Restaurant and the new food cart

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN



Jeff Aprati <japrati@ci.sandy.or.us>

Skatepark Construction

Adam Nilsson <adnilsson@gmail.com>
To: japrati@ci.sandy.or.us

Mon, Jul 17, 2023 at 7:32 PM

To Whom it may concern:

I served as president of the Baker City Skateboarding Association before moving to Sandy. I am part of the Skaters of Sandy organization in order to help advocate for a safe, well-constructed, long-lasting skatepark in Sandy. My wife, Pek, serves on the Sandy Parks and Trails Advisory Board.

With Pek's help, I have tried by best to be involved with the decision-making process as Sandy's new skatepark is designed, and contracts for it's construction are prepared and rewarded. I attended outreach events, Zoom meetings, and even went out after-hours to interact with American Ramp Company representatives and officials.

Despite my best efforts, I have felt left out of the actualities and specifics as the project progresses, and I know that despite their efforts others desirous to have input also feel alienated. It may be unrealistic for city officials to expect young skaters to fully participate in official and political processes so complicated, ethereal, and quite honestly, boring—but it should not be unrealistic for actual grown-up adult constituents, who contribute to the local community and economy, and are busy raising or influencing the next generation of skatepark users, to have their relevant voices clearly heard during this process.

The deepest disappointment is that the City of Sandy seems to be following a predetermined course bent on awarding the entirety of the skatepark contract to a corporation from thousands of miles away specifically because that company is not entirely focused on designing and building skateparks. The reason there is only one bid for the construction of the skatepark project is simple: The call for bids requires the contractor to build not only a skatepark, for skateboarding, but also a pump track and a jump line—features which are bicycle specific, requiring engineering and materials entirely unlike those requisite for a durable, safe skatepark.

Unless you are specifically trying to target ARC as the chosen contractor, this concept is absurd. When looking for a mechanic to fix your car, do you also require that entity to be able to fix your deck and repair your driveway?

Mr. Minton shared with me some of the interaction he had via text message with local companies well-known internationally for building long-lasting, safe, world-class skateparks.

Dreamland expressed that Sandy City's \$65/square foot estimate was "kinda high," clearly implying they could exceed Sandy's expectations, and Sandy could have a skatepark built by an Oregon company, the company that arguably invented skateparks, and has been in the business the longest.

Commenting about ARC, Red, owner of Dreamland Skatepark said, "That company has been doing better work than their past however it's too bad local companies are not more involved. Thanks for thinking of us."

This clearly shows ARC's lackluster reputation among their professional colleagues, but the more important message here is that a local company won't get the local work. Instead a conglomerate from the midwest will get it, because they also do pump tracks. Dreamland did not bid. Because they only do skateparks.

Minty also contacted Tony Johnson, of Milwaukee Construction. Tony said that he "didn't even know it was out to bid until after the 14th so had no chance to file grievance." He added that Sandy "still had it posted on the city website that it was going to bid in October even after it had already gone to bid."

When Minty contacted Mike Swim, at Grindline Skateparks, a local company with a reputation on par with Dreamland, Mike said, "we're all local skaters with tons of skatepark building experience. I'd hate to see some non-locals get the build; you always put more love and care into something you're gonna ride."

When contacted by Minty, Zach Wormhoudt, from CA Skateparks, said that even though they were indeed interested, his company "did not hear of it or bid it."

In the course of his diligence, Minty also learned that Evergreen Skateparks, another world-famous local company with a stellar reputation, did not bid on the project because they are skatepark specific, and the contract required other unrelated features.

It is my strong opinion, an opinion I share with others, that the safest, longest lasting new Sandy skatepark should be built by a local company that specifically builds skateparks. Please don't award the contract for the new skatepark without further discussion.

Thank You,

Adam Nilsson
[39064 Dubarko Rd.](#)
[Sandy OR 97055](#)
541-908-5385



Jeff Aprati <japrati@ci.sandy.or.us>

Fwd: Following up on RFP

Skaters of Sandy <skatersofsandy@gmail.com>

Mon, Jul 17, 2023 at 4:39 PM

To: Rochelle AnderholmParsch <randerholmparsch@ci.sandy.or.us>

Cc: japrati@ci.sandy.or.us, tdeems@ci.sandy.or.us, walkertrails@gmail.com, adnilsson@gmail.com, Mike Kays <bdkboard@gmail.com>, Mike Shearer <sk8mike2@comcast.net>

Hello Members of Sandy City council and Parks & Recreation,

I am writing tonight in regards to the Sandy Community Campus Skatepark plans and future skatepark project progress. SOS has so far enjoyed a robust involvement in the design phase of the new skatepark, as well as advocating for more skater involvement and oversight regarding the skatepark design and fabrication.

We were caught a bit off guard when we heard (on the day-of) that bidding was closing on the RFP. We were not even aware that the RFP had been issued, as it was originally slated for release in Late August or early September. After frantically reaching out to everyone involved, we were assured that our questions would be addressed and the project was in good hands and was continuing to move forward, regardless of this hiccup in timing. After speaking to Jeff and Tyler, and finally Rochelle, she agreed to set up a meeting so we could address our concerns.

On Wed Jul 5, 2023, SOS representatives Scott Minton and Adam Nillson met with Rochelle from Parks & Rec and Nathan from ARC via zoom to discuss the following bullet points regarding the ongoing involvement with the skatepark design and build process. All parties were in agreement with the general consensus of our requests, but Rochelle stressed that she could not include these items in the contract for unstated reasons. It is out of a desire for accountability and continued involvement should things move forward in the current projected fashion, that I am taking this opportunity to ask for a public acknowledgement of these items in regards to SOS and our continued role as representatives of our community group and as the initial Skatepark Advisory board members.

- SOS asks to collaborate and redline the plans in a continued review of the final (as yet to be completed) skatepark design and CAD build plans. We want to do this before the final plans are created, as this will save untold amounts of money and time, should we find issues if this proceeds without our oversight.
- SOS asks on the record for consideration of local PNW concrete skatepark artisans, craftspeople and laborers. It should be noted that some of the team structure that ARC attached to the contract does include a few of these tradespeople.
- SOS asks to observe and provide site review feedback to Parks & Recreation project lead (Rochelle Anderholm Parsch) during the construction process. This would begin as soon as the skatepark area is staked out for grading and would finalize when ARC begins their final punch list for turnover. SOS will designate Scott Minton as the liaison, with site visit dates to be coordinated with Rochelle's office.
- SOS is interested in robust involvement with future skatepark phase fundraising, event programming, and coordination with Parks & Recreation and the city of Sandy to ensure that the skatepark is properly maintained and repaired as necessary.

If these points are acknowledged and agreed to, on the record tonight, I personally don't have an objection to letting City Council consider and vote on Roche proposal for ARC to be awarded the construction bid. However, if this is not possible for whatever reason, I would likely join another citizen's pending request to ask the City Council for a tabling of the skatepark award vote until such time as these items can be worked out to our satisfaction.

Thank you for your time and thank you for allowing our voice at the table for this monumental project.

Regards,

-Minty

[Quoted text hidden]

[Quoted text hidden]

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STAFF REPORT

Meeting Type: City Council
Meeting Date: August 7, 2023
From: Tyler Deems, Interim City Manager
Subject: Revision and Expansion of Utility Customer Assistance Program

DECISION TO BE MADE:

Whether to adopt Resolution 2023-30, revising and expanding the Utility Customer Assistance Program to include drinking water bill assistance in addition to wastewater.

PURPOSE / OBJECTIVE:

To limit the impact of rising utility rates on low income households in Sandy.

BACKGROUND / CONTEXT:

The City Council originally established the Utility Customer Assistance Program on February 3, 2020 to provide discounted wastewater rates for low income households in Sandy. The Council's intention during these initial stages of the City's wastewater system improvement program (later named [Sandy Clean Waters](#)) was to limit the impact of higher utility rates (which are necessary to fund the system improvements) on households least able to afford increased costs.

As the City has proceeded with [essential upgrades to Sandy's drinking water system](#), it has become necessary to increase drinking water rates as well. The Council has expressed its desire to expand the Utility Customer Assistance Program to apply to both wastewater and drinking water, to ensure that utility bills remain affordable for low income families in Sandy.

KEY CONSIDERATIONS / ANALYSIS:

The Council established a discounted rate for drinking water (and reaffirmed the discounted rate for wastewater) with the adoption of the most recent changes to the Master Fee Schedule in Resolution 2023-28. What remains is to update the actual program authorization language to include drinking water in addition to wastewater. Resolution 2023-30 (attached) accomplishes this change. The resolution also ties eligibility to the US HHS Poverty Guidelines for each year as applicable, rather than the previous resolution which referenced the 2019 guidelines specifically.

BUDGET IMPACT:

None. This revision was already accounted for in the BN 2023-25 budget.

RECOMMENDATION:

Staff recommends adoption of Resolution 2023-30.

SUGGESTED MOTION LANGUAGE:

"I move to adopt Resolution 2023-30."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2023-30



RESOLUTION NO. 2023-30

A RESOLUTION REVISING AND EXPANDING THE CITY’S UTILITY CUSTOMER ASSISTANCE PROGRAM

WHEREAS, the City Council adopted Resolution 2020-01 on February 3, 2020, establishing a Utility Customer Assistance Program; and

WHEREAS, the Utility Customer Assistance Program currently provides a 50% discount on wastewater rates and base fees for households with a gross income less than or equal to 185% of the 2019 United States Department of Health and Humans Services Poverty Guidelines; and

WHEREAS, the City Council wishes to make said discount applicable to drinking water rates, meter fees, and base fees; as well as wastewater rates and base fees; for eligible customers on an ongoing basis; and

WHEREAS, the amendments to the Master Fee Schedule adopted with Resolution 2023-28 on June 20, 2023 provide for expansion of the Utility Customer Assistance Program to include drinking water assistance as well as wastewater;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY:

Section 1: Single-family customers whose households have a gross income less than or equal to 185% of the United States Department of Health and Humans Services Poverty Guidelines for the year in which they apply for the program shall be eligible for the Utility Customer Assistance Program.

Section 2: Customers enrolled in the Utility Customer Assistance Program shall receive a 50% discount on their single-family drinking water rates, meter fees, and base fees; and wastewater rates and base fees.

This resolution is adopted by the City Council of the City of Sandy this 7th day of August, 2023.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder



STAFF REPORT

Meeting Type: City Council
Meeting Date: August 7, 2023
From: Kelly O’Neill, Jr., Development Services Director
Subject: Noise Exception – Chainsaw Carving Event (File No. 23-024 TEMP)

DECISION TO BE MADE:

Approve or deny a noise exception

PURPOSE / OBJECTIVE:

Approve or deny a noise exception to Title 8, Section 8.20.020 unnecessary noise, of the Sandy Municipal Code for File No. 23-024 TEMP (Sandy Invitational Chainsaw Carving Event). The noise exception is for a one-day wood carving art event on August 26 from 8am to 7pm in downtown Sandy at 38600 Proctor Blvd.

BACKGROUND / CONTEXT:

Staff received a temporary land use application on July 14, 2023, and other related materials requesting approval for a one-day “chainsaw carving” event in downtown Sandy behind the AntFarm building at 38600 Proctor Blvd. The applicant is proposing an event that will span three lots where normally the Famers Market is held and run from 8am to 7pm. The applicant is proposing the following during this event:

- Twelve active carvers creating and carving a piece for auction
- A demonstration of skills by competitive foresters from OSU
- A walking tour of Sandy hosted by a Certified Arborist and Forester
- Public participation in forestry related activities (signed waivers will be required)
- Auction of carver’s art at the end of the event

The applicant submitted an application, site plan, narrative, event schedule, approval from the Clackamas County Fire Marshal, insurance coverage, and a “Hold Harmless” agreement provided by the City. These submittals are provided as exhibits.

KEY CONSIDERATIONS / ANALYSIS:

Section 8.20.020 (A) states: “No person may make, assist in making, continue or cause to be made any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others.”

Section 8.20.020 (B) states: “Loud, disturbing and unnecessary noises in violation of this section include, but are not limited to the following:”

Section 8.20.020 (B)(10) goes on to state: “The discharge in the open air of the exhaust of a steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke.”

There is no criterion in the Sandy Municipal Code for approving noise exceptions.

BUDGET IMPACT:

None

RECOMMENDATION:

Approve the “Noise Exception” under Chapter 8.20.020 (B)(10) for File No. 23-024 TEMP (Sandy Invitational Chainsaw Carving Event) as this application otherwise meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a unique art event in downtown Sandy.

SUGGESTED MOTION LANGUAGE:

I move to approve the noise exception for File No. 23-024 TEMP for August 26, 2023, from 8:00 am to 7:00 pm at 38600 Proctor Blvd.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application
- Exhibit B. Special Event Permit Application
- Exhibit C. Narrative
- Exhibit D. Site Plan
- Exhibit E. Information flyer
- Exhibit F. Fire Marshal approval
- Exhibit G. Approval from property owner
- Exhibit H. Insurance coverage
- Exhibit I. Additional details email



EXHIBIT A

General Land Use Application

1 page

Name of Project:	Sandy Invitational Chainsaw Carving (SICC)
Location or Address:	38600 Proctor Blvd, Sandy, OR 97055

Map & Tax Lot #	T:	R:	Section:	Tax Lot (s): 24E13CB0090
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Request:
Hosting independent wood carving artists to demonstrate their capabilities and sell art. Invitations to other relevant vendors/shops, including food, would be extended.
Educational booths with partnered Organizations including OSU, SAF, and Hopkins Demonstration Forest. Hosted arborist/forester led "Biltmore Walking Tour" at intervals hosted by certified professionals.
<u>Presentation from a Competing School Forestry team that demonstrates forestry skills and what todays competitions look like.</u>
Hands on activities with nonpowered equipment for the public (choker setting, hand buck saws, cable splice) with appropriate PPE and Trained Professionals from OLC partnered businesses supervising.
For Carvers, Main Logs are chosen at 8am and carving may begin. A "Quick Carve" event runs from 1-2pm with a paired silent auction ending at 5pm.
Carving on main pieces runs until 5:30pm with an judging beginning at 5:30pm. Materials, fencing, tents etc, will be removed before sundown. Water Stations and a large tent will be provided for heat injury reduction.

I am the (check one) owner lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.

Applicant (if different than owner) Trajectory	Owner
Address 9123 SE St Helens St STE 264	Address
City/State/Zip Clackamas OR 97015	City/State/Zip
Email austin.e@trajectorynw.org	Email
Phone 503-381-9314	Phone
Signature <i>Austin Ernst</i>	Signature

Staff Use Only

File #: 23-024 TEMP	Date: 7/14/23	Fee\$: 130	Planner:
Type of review:	Type I <input checked="" type="checkbox"/>	Type II <input type="checkbox"/>	Type III <input type="checkbox"/> Type IV <input type="checkbox"/>
Has applicant attended a pre-app?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, date of pre-app meeting: N/A

Development Services Department, 39250 Pioneer Blvd, Sandy, OR 97055, 503.489.2160

Special Event Permit Application

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us

OVERVIEW

Special Events are those events using any portion of public right-of-way or city-owned property, including sidewalks, parks, streets, parking spaces, parking lots, alleys, trails etc. and/or an event, involve live or recorded music or substantially impact or impede traffic flow,. An application must be received at least 60 days prior to event. If the event requires significant amount of planning or long lead time for publicity and promotion, it is recommended that the applicant(s) allow 4-6 months for

APPLICATION PROCESS

This process begins when you submit a completed application. We would like to receive the application as soon as possible, but in no circumstances less than 60 days prior to your event. The fee for applications submitted with 60 days or more notice prior to event is \$50 (\$25 for non-profit). For applications received with less than 60 days notice the fee is \$100 (\$50 for non-profit). Submissions made less than 60 days in advance of the event may not be approved in time and in such instances may be denied based on the late submission. Denial of a special event permit does not grant reimbursement of the fee. Once the City has deemed an application complete an initial review will be completed and staff will contact applicant(s) via the email address provided upon submitted application. If staff does not have questions regarding the proposed event, the email will confirm the event date and the city will work with the applicant(s) to schedule a meeting to review your proposed event and layout. At the meeting, we will discuss fees and provide you with additional information and a checklist for planning.

After the initial meeting you will need to provide the following (at least 14 days before event):

1. Certificate of Insurance listing the City, its officers, agents and elected officials as additional insured with the following minimum coverage limits:
\$2,000,000 per occurrence and \$2,000,000 aggregate. (If not attached to application.)
2. Hold Harmless Agreements signed by applicant(s).
3. OLCC license approval (if applicable)
4. ODOT approval (if applicable) - we can advise you on this
5. Traffic Control/Parking Plan(s) - if not attached to your application
6. Map of closure(s) or route - if not attached to your application
7. Clean up plan - if not attached to your application
8. Cash deposit, funds in escrow or performance bond (if required)

CONTACT INFORMATION

*Organization/Group: Trajectory	
Address: 9123 SE St. Helen's St. Ste 264 Clackamas, OR 97015	
*Contact Name: Austin Ernesti	*Primary Phone: 503-381-9314
*Email Address: austin.e@trajectorynw.org	* Mobile Phone (if different than above):
Website: www.trajectorynw.org	Tax ID / SSN# 88-2612770

*required information

EVENT INFORMATION

*Event Type and Name: Wood Carving Exposition Sandy Invitational Chainsaw Carving (SICC)	
Brief Event Description: Wood carving event hosting a dozen artists to showcase skill and sell art. Demonstrations of forestry skills and knowledge.	
*Location/Facility Requested: 38600 Proctor Blvd, Sandy, OR 97055	Expected Number of Participants: Youth: <u>10</u> Adult: <u>60</u>
*Event Date: Saturday, August 26, 2023	Expected Number of Spectators: Youth: <u>100</u> Adult: <u>300</u>
*Start Time: 8:00 am	*End Time: 7:00 pm

*required information

Describe in detail the event you will be holding:

See attached Narrative for all information.

Use additional pages as needed.

Check & answer all that apply:

- How many toilets and handwashing stations will be provided? 2
- Will be blocking or closing roads, sidewalks or parking areas or affecting bus routes or bike lanes - Provide traffic control plan (diagram or map with narrative)
- Will need barricades from the City of Sandy - Provide number and locations
- Will require traffic control provided by City of Sandy
- Will require, or be requesting, police presence provided by City of Sandy
- Will be holding event in a City Park or on City Right of Way (street, sidewalk, parks, parking lane)
- More than 40 persons are expected at the event
- Will be advertising the event for commercial purposes or charging admission
- Will be serving food (catered or vendors) at the event (potlucks and family BBQs do not apply), Or have other vendors, artisans etc at the event. If so provide a vendor list
- Will be serving alcohol at the event
- Will be using pyrotechnics/fireworks at the event. Operation of any machinery or equipment which produces heat, sparks, dust, fumes or which require separation form event attendees to prevent injuries
- Will be using PA, Speakers or other Amplification/Broadcasting device at event
- Are legally recognized as a 501C3 Non-Profit or Charitable cause?
- Will require _____ number of parking spaces for each day of event (submit parking plan)
- Will there be rides (carnival rides, hot air balloons etc) at this event?
- Provisions for recycling and trash collection on-site? Provide plan and attach to application.
- Do you have insurance to cover the event? If yes, please provide copy of insurance certificate.
- Tents, canopies, trailers, mobile homes or covered booths or food carts

Special Event Permit

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us

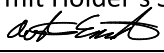
SPECIAL USE PERMIT

1. The permit holder is authorized to conduct the following activities and install the following temporary improvements in the permitted area: See Exhibit A. The City makes no representation or warranties as to the condition of the permitted area or its suitability for the proposed event/activity.
2. The permit holder shall conduct the authorized activities according to the description on the application and any attached approved plans, conditions and specifications, provided by the City and included in attached Exhibits. The holder shall not install any improvements not specifically identified and approved above or in an exhibit.
3. No soil, trees, or other vegetation or any structures or improvements may be altered, destroyed or removed from property owned or managed by the City of Sandy without specific prior written permission from the authorized staff.
4. The permit holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
5. The permit holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized staff. The permit holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to any property owned or managed by the City of Sandy lands, roads and trails caused by the holder's activities.
6. The permit holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized staff, the holder shall remove or abate such hazards.
7. The permit holder shall be liable for any damage suffered by the City of Sandy resulting from or related to use of this permit, including damages to City of Sandy resources and costs of fire suppression.
8. To the greatest extent permitted by law, the permit holder shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City of Sandy and its officers, elected officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorney fees and related legal costs) for bodily or personal injury (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of permit holder, its owners, officers, directors, members, agents, volunteers, employees, contractors, invitees, licensees or guests. The obligations imposed upon permit holder under this paragraph include any claim arising out of or related to the use of property owned or managed by the City of Sandy in connection with the event for which this permit is issued. Permit holder expressly acknowledges that the City of Sandy shall, in all instances, except for any claim arising solely from the negligent acts or omissions of the City of Sandy, be indemnified by permit holder against any and all claims arising out of or related to the event.

9. This permit is subject to all valid existing rights and claims outstanding in third parties.
10. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized staff. Upon expiration or revocation of this authorization, the permit holder shall immediately remove all improvements or other property used for the event, except those owned or managed by the City of Sandy, and shall restore the site within 7 days, unless otherwise agreed upon in writing. If the holder fails to remove improvements or other property used for the event, it shall become property of the City of Sandy, but that will not relieve the holder of liability for the cost of its removal and restoration of the site.
11. This permit is a license for the use of City owned or managed property. It does not grant any interest in real property. This permit is not transferable. Only with the prior written approval of the City of Sandy, which it may withhold in its sole discretion, may the permit holder enter into agreements with third parties to exercise the rights and privileges granted by this authorization and only if those third parties expressly agree in writing to abide by the permit holder's duties and obligations and to abide by the conditions and restrictions of this permit. In any event, the permit holder remains bound by the terms and conditions of this permit, independent of whether the City of Sandy permits a third party to exercise rights under it.
12. The holder is required to comply with standards for adequacy and type of services set out in the this document or any exhibits attached to the permit, once issued.
13. Gambling or the use of gambling machines or devices during the event is prohibited.
14. The permit holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on property owned or managed by the City of Sandy shall be made clear in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.
15. Interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be nine percent (9%) per annum. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due. In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed. A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue. Payments will be credited on the date received by the designated City staff. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday. Disputed fees are due and payable by the due date. If the fees become delinquent, the City of Sandy reserves all of its rights under Oregon and federal law to collect a debt.
16. Possession, consumption, or sale of alcoholic beverages at or during the event is prohibited unless a separate alcohol permit has been issued and service is in accordance with OLCC regulations. Any alcohol permit may subject holder to additional terms and conditions, including higher insurance requirements.
17. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.
18. The above clauses shall control if they conflict with additional clauses or provisions in any exhibit.

19. The permit holder has read and agreed to abide by the park regulations established for use of a City of Sandy Facility/Park. The permit holder agrees to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition without damage. The permit holder agrees to promptly reimburse the City of Sandy for all damages. The permit holder acknowledges any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.

20. Applicant agrees to provide liability insurance a minimum of two (2) weeks prior to the event, naming the City of Sandy as an additional insured in the following amount: \$2 million single occurrence/\$2 million general aggregate. The event is prohibited until the required certificate has been received and approved by the City of Sandy.

<p>With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the Special Use Application, to be bound to the terms and conditions of this permit and to the City of Sandy’s rules and procedures applicable to the event.</p>	
<p>Permit Holder’s Printed Name: Austin Ernesti (Trajectory LLC)</p>	
<p>Permit Holder’s Signature: </p>	<p>Date: July 20, 2023</p>
<p>Authorization is granted by:</p>	<p>Title:</p>
<p>Signature:</p>	<p>Date:</p>

HOLDER MUST HAVE THIS PERMIT AND ATTACHED EXHIBITS (IF ANY) (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

Exhibits attached: _____

Sandy Invitational Chainsaw Carving

Because Chainsaws are SICC!

*1st Annual Chainsaw Carving Event
38600 Proctor Blvd, Sandy, OR 97055*

OVERVIEW & PURPOSE

What: Celebrate Timber in Sandy Oregon through the support of Wood Carving Artists and skills demonstrations.

Where: [Mt. Hood Farmers Market](#), 38600 Proctor Blvd, Sandy, OR 97055

When: August 19/26 8:00 am to 7:00 pm

Who: Trajectory and Freelance Artists

Website:

<https://www.trajectorynw.org/community/community/sandy-invitational-chainsaw-carving-sicc>

Contacts: [Austin Ernesti](#) 503-381-9314 [Christine Johnson](#) 971-978-9381

Road Closures: We were not originally considering it. But if the city sees wisdom in it we will gladly listen. I could see a benefit in closing Scales Ave for Fire Crews and Trailer Parking. Please advise as we defer to your experience and expertise.

Theme

Oregon does trees a bit differently. Our forests are an active and complex laboratory worth supporting and emulating; they create sustainable products, public recreation,

curtail the threats of climate change, and provide a wide variety of careers. Trajectory can think of nothing in Sandy more worth celebrating, studying, enjoying, protecting, and honoring than the Forest.

The event is broken into four parts with the main event being the active carving of a dozen artists and the selling and auctioning of their art. Hosting independent wood carving artists to demonstrate their capabilities and sell art. Invitations to other relevant vendors/educational booths with partnered Organizations. Carvers choose their logs at 8 am by lot with trades legal. Saws down at 5:30 pm with judging panel decision announcement. "Quick Carve" event will also take place from 1-2pm where carvers are each given a second piece to carve whatever they desire. Silent auction on those pieces is conducted until 5 pm. Artists may also display and sell their own pieces.

Other events will include:

-A demonstration of skills by former OSU Forestry Team members. They carry their own skills, and equipment. Trajectory will be sourcing the needed logs. They will also be the Industry Professionals that will be leading public in practical skills.

-Public participation in forestry-related activities like choker setting, cable splicing, and two-person buck saw. Waivers must be signed by all participants. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Equipment includes but is not limited to helmets, eye pro, ear pro, chaps, gloves, and face shields. Again, **untrained volunteers are not to instruct the general public.**

-A walking tree tour of Sandy hosted by Certified Foresters and Arborists. Utilizing field tools and impressive amounts of knowledge, hosts will guide a tour from the market square, up to Meinig Park, a water and heat break at the Sandy Museum, and back to the event. They are describing tree health, speaking on invasive species, and answering questions along the way with forestry tool descriptions.

Incident Mitigation and Safety

- Insurance with \$2,000,000 liability naming Trajectory, AntFarm, Leathers Fuels, the City of Sandy, and all associated staff and volunteers as certificate holders. Insurance is provided by The Alliance of Nonprofits for Insurance. Carvers are required to carry their own additional insurance and Trajectory will hold copies of all policies either digitally or on site.
- Orange t-post fencing lining the entire perimeter of field.
- Carvers are given a 15'x30' space blocked off by waist high fencing. Signage on public facing sides.
- Pop up Timber Field defined by haybale fence. Haybale and tarp above ground pool for log rolling.
- All tools used by or supervised by trained professionals. Public is not to use powered equipment.
- Public will utilize full sets/ relevant Personal Protective Equipment during skills training.
- All equipment must be secured by physical presence, behind monitored fences, or in secured sites.
- Earplugs at all entrances with volunteer discussing hearing loss prevention.
- Two Portable toilets onsite, one ADA accessible.
- Water Stations on each end of field. First aid and shade under large tent (existing farmers market.)
- Trash cans at all entrances, main tent, and near Pop up Timber Field.
- Multiple Fire units on site.
- Fire Marshal approval.

Clean up and Pack out:

Trajectory has a team of volunteers to facilitate teardown.

Fences will be taken down the night of. With all trash hauled out, haybales removed, and wood remains disposed of..

Schedule: August 26th, 2023

7:00 am Arrival on Site and Setup (Fences Delivered the Night Before)

8:00 am Carvers choose logs by lots and begin carving their “main piece” for judging at the completion of the event.

9:00 am Clackamas Fire and Mt. Hood Fire Arrive on site (mission depending)

10:00 am 1st Traveling Tree Tour Guided by Forester/Arborist (leave from the tent)

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(Speech/recognitions)

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2nd Forest Fire Prevention

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Wayne Stone, confirmed

Arron Beyer (invited)

Heather Ibsen (On Mission: she is looking for stand in)

Stan Pulliam

Maps

Beta Map. This will change slightly as we dial in spaces and gear. We have Antfarms permission to use the full parking lot as they will not be having any activities on that day. (Contact: Neal Hatley)

Date: August 26th, 2023
Time: 8 am - 6 pm
Address: 38600 Proctor Blvd, Sandy, OR 97055

Updated 7/19/2023

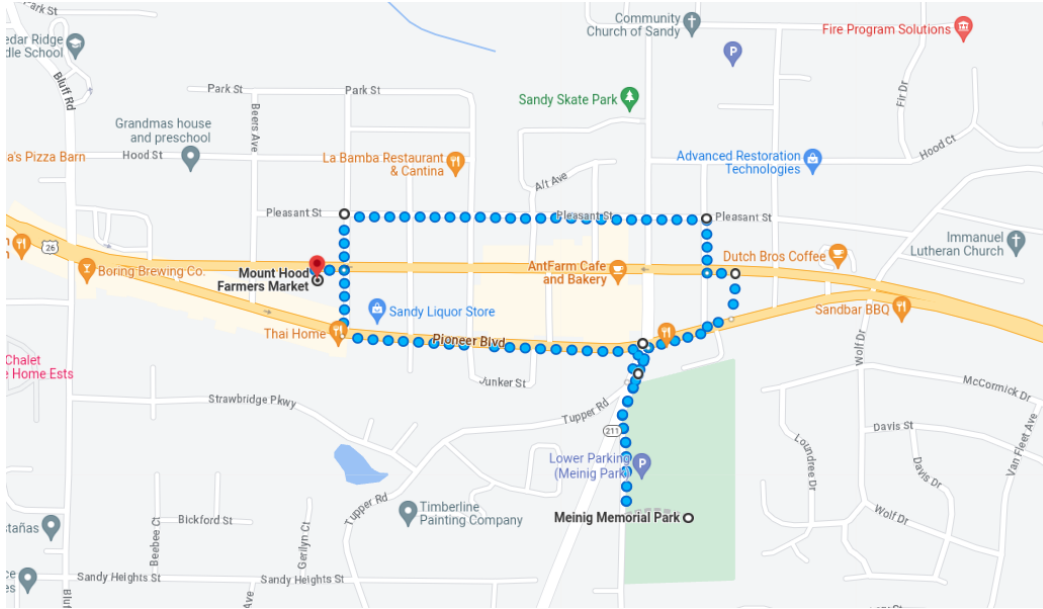
SICC Site Plan



LEGEND
 Water Station
 First Aid

SAFETY REQUIREMENTS:
 (1) There must be 10' of open space every 70'.
 (2) Food carts and cooking stations must have 10' of space on all sides.

Walking Arborist/Forester Tour



Logos and QR Codes

SICC

Mt. Hood Farmers Market
38600 Proctor Blvd, Sandy, OR 97055

SANDY INVITATIONAL CHAINSAW CARVING

AUG 26TH, 2023 8 AM - 6 PM
JUDGING AT 5:30 PM

CHAINSAW CARVING
OSU FORESTRY TEAM
WALKING ARBOR TOURS
CLACKAMAS FIRE
VENDORS

COME TRY LOG ROLLING,
CHOKER SETTING, MISERY
WHIPS, AND MORE!!!

SCAN ME

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CHAINSAWS ARE COMING TO SANDY

SCAN ME

SCAN ME

TRAJECTORY
Educate Train Celebrate

SICC

SANDY INVITATIONAL CHAINSAW CARVING

SICC

SANDY INVITATIONAL CHAINSAW CARVING



Sandy Invitational Chainsaw Carving

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Date: August 26th, 2023
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Updated 7/19/2023

SICC Site Plan



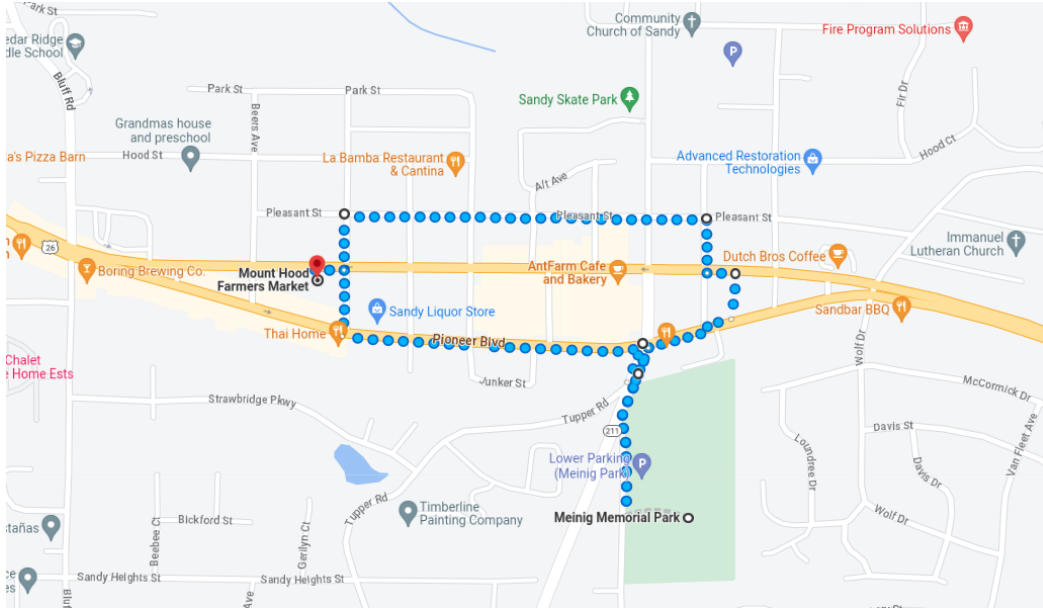
LEGEND

- Water Station
- First Aid

SAFETY REQUIREMENTS:

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Walking Arborist/Forester Tour



Logos and QR Codes

SICC
 Mt. Hood Farmers Market
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SANDY INVITATIONAL CHAINSAW CARVING
AUG 26TH, 2023 8 AM - 6 PM
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SCAN ME

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TRAJECTORY
 Educate Train Celebrate

SICC
 SANDY INVITATIONAL CHAINSAW CARVING

SICC
 SANDY INVITATIONAL CHAINSAW CARVING

Carving Event August 26th, 2023

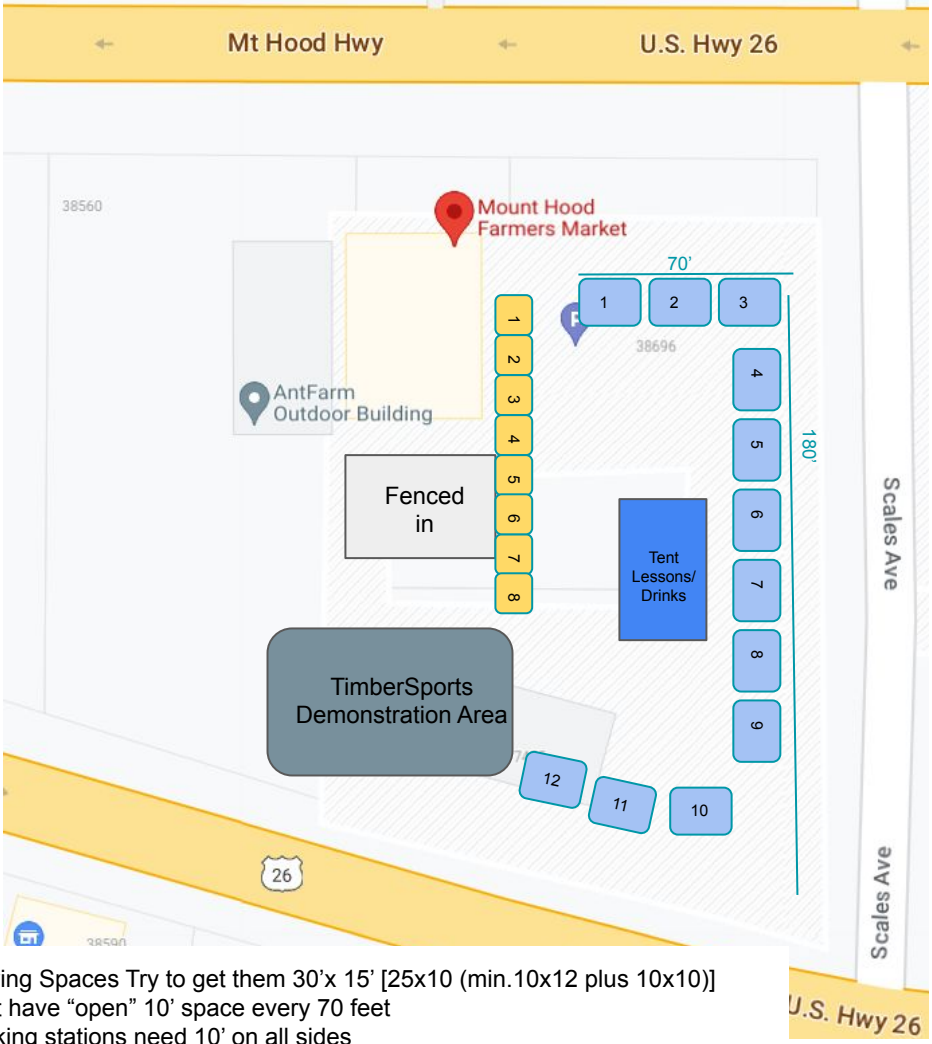
Item # 4.

Carving Artists: **EXHIBIT D**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

Vendors:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.



- Carving Spaces Try to get them 30'x 15' [25x10 (min.10x12 plus 10x10)]
- Must have "open" 10' space every 70 feet
- Cooking stations need 10' on all sides
- Water Stations and Trash in the existing tent



EXHIBIT E

Sandy Invitational Chainsaw Carving

“Because Chainsaws are SICCC!”



1st Annual Chainsaw Carving Event

August 26th, 2023

38600 Proctor Blvd, Sandy, OR 97055

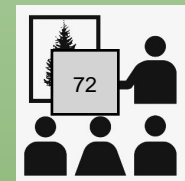
- Pitting a dozen Oregon Chainsaw Carving Artists in a judged competition.
- Practical Skill Demonstrations from former Oregon State University Competitive Forestry Team Members.
- Walking City Tours hosted by Arborists and Foresters.
- Clackamas Fire presentation and demonstrations.
- Public acclimation to Forestry related Skills: Chokers, Misery Whips, Cable Splicing.
- Timber Related Vendors

BECOME A COMMUNITY SPONSOR!



https://www.paypal.com/donate/?hosted_button_id=E277JE2PER942

Trajectory is a 501(c)3 tax deductible nonprofit.



**EXHIBIT F**

Item # 4.

Rebecca Markham <rmarkham@ci.sandy.or.us>

Fwd: Chainsaw cutting Event in Sandy

2 messages

Austin Ernesti <austin.e@trajectorynw.org>
 To: Rebecca Markham <rmarkham@ci.sandy.or.us>

Wed, Jun 28, 2023 at 4:32 PM

Rebecca,

Attached is my communication with the Clackamas Fire Marshal. They require no further permits or notices, I did fill out their form to have an apparatus on site though.

-Austin Ernesti

----- Forwarded message -----

From: **Olson, Shawn** <shawn.olson@clackamasfire.com>
 Date: Wed, Jun 28, 2023 at 3:48 PM
 Subject: Re: Chainsaw cutting Event in Sandy
 To: Austin Ernesti <austin.e@trajectorynw.org>

Austin,

Clackamas Fire will now be providing services to Sandy beginning July 1st. Our approval won't be needed for your event. We can, however, have an apparatus there if you request one through our website. Here is the link: <https://clackamasfire.com/request-an-appearance/>



Request An Appearance - Clackamas Fire District

Request An Appearance Appearances at any event uses resources that need to be available for emergencies, therefore, appearances should have a fire prevention or life safety purpose. Due to training and other scheduled demands, a 2 - 3 week notification period may increase the

clackamasfire.com

Dependent upon fire crew availability.

Thank you,

Shawn Olson
 Fire Marshal
 503-742-2663



"Here for you"

CLACKAMAS FIRE DISTRICT #1

WWW.CLACKAMASFIRE.COM
503-742-2600

From: Austin Ernesti <austin.e@trajectorynw.org>
Sent: Wednesday, June 28, 2023 11:38 AM
To: Liesegang, Melissa <Melissa.Liesegang@clackamasfire.com>
Cc: Olson, Shawn <shawn.olson@ClackamasFire.com>
Subject: Re: Chainsaw cutting Event in Sandy

Shawn,

As Mellisa has stated, Trajectory is looking to put on a Chainsaw Carving Event on August 26th. There would be a dozen carvers and less then 10 vendors in attendance. In addition we will be doing walking arborist tours and a forestry team exhibition. The City of Sandy would like to have a letter from the Clackamas Fire Chief stating the event is approved, a simple email would suffice. I would like to do one better by submitting a letter to the City folks, but also to have an engine on site. I will submit a request this week. (Trajectory is about everything Timber and that includes the Fire Department.)

Would you be willing to help us out and write a letter stating the event is sanctioned or allowed?

--

Thank you for your time,
Austin Ernesti, M.A.
Trajectory, Founder/CEO
(503) 381-9314

On Tue, Jun 27, 2023 at 1:52 PM Liesegang, Melissa <Melissa.Liesegang@clackamasfire.com> wrote:

Hello,

I received a call from a gentleman looking to promote a chainsaw cutting contest coming up in Sandy, OR on August 26, as part of a farmer's market event. The city of Sandy requested this gentleman get confirmation/recognition that this event is taking place from our Fire Marshal's Office. I have cc'd the person requesting the information and have provided his contact information below.

Austin Ernesti
503.381.9314
austin.e@trajectorynw.org

Thank you!

Melissa Liesegang
Administrative Tech | Fire Prevention
Clackamas Fire District #1
Hours: Tues - Friday 7am - 5pm
direct: 503.742.2660



"Here for you"

CLACKAMAS FIRE DISTRICT #1

WWW.CLACKAMASFIRE.COM
503-742-2600

Rebecca Markham <rmarkham@ci.sandy.or.us>
To: Austin Ernesti <austin.e@trajectorynw.org>

Wed, Jun 28, 2023 at 4:37 PM

Hi Austin.. meant to get back to you earlier but things have been a bit crazy and we're short staffed. Thanks for the submittal.. I'll take a look tomorrow and get back to you if I have any questions.. I'll be in touch regardless to keep you updated.

Thanks for submitting early.. appreciate all the detail.
Have a good evening!!

[Quoted text hidden]

--

Rebecca Markham
Executive Assistant

City of Sandy
Development Services Department / Public Works

39250 Pioneer Blvd
Sandy, OR 97055
503-489-2160 (Direct)
rmarkham@cityofsandy.com



EXHIBIT G

Item # 4.

Rebecca Markham <rmarkham@ci.sandy.or.us>

FW: August 26th Event

1 message

Nunpa <nunpa@antfarmyouthservices.com>
To: Rebecca Casey <rcasey@ci.sandy.or.us>

Thu, Jul 13, 2023 at 9:16 AM



Two Foxes Singing (Nunpa) •
Executive Director •
Office: (503) 668-7962 Cell: (971) 275-2893



From: Brent Leathers <brent@leathersfuels.net>
Sent: Thursday, June 29, 2023 8:25:49 AM
To: Nunpa <nunpa@antfarmyouthservices.com>
Subject: RE: August 26th Event

Hi, Nunpa,

Good to hear from you. Hope all is well for you. 😊

I trust your judgment. Certainly there is inherent danger associated with chainsaws, but the fencing sounds like reasonable mitigation. If you're inclined to allow the fellow to put on a demonstration, I'm on board. Sounds like fun!

Obviously, I need to ask about the insurance thing, but I believe you have a policy that covers accidents, so we should be solid to proceed.

Thank you for checking.

Brent

Brent Leathers, Advisor

Leathers Enterprises, Inc.

503-661-1244, x106

*"Only when all I had was God, did I realize that,**All I needed was God."* -- unknown source**From:** Nunpa <nunpa@antfarmyouthservices.com>**Sent:** Wednesday, June 28, 2023 11:54 PM**To:** Brent Leathers <brent@leathersfuels.net>**Subject:** FW: August 26th Event

Hey Brent,

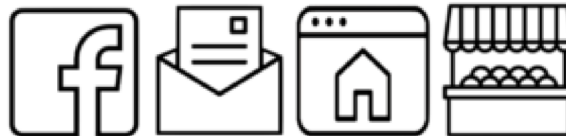
A local man that I know who is starting a nonprofit to support the timber industry wants to use our farmers market space. I believe the event is demonstrating chainsaw art. His idea is having professional operators doing chainsaw art within a fenced in area. Not sure what you think of this. I haven't investigated if these guys are real professionals but figured I'd get your thoughts on it.

Hoe you are well,

Nunpa

**Two Foxes Singing (Nunpa)** • Executive Director •

Office: (503) 668-9955 Cell: (971) 219-7522

**From:** [Jennifer Rippey](#)**Sent:** Wednesday, June 28, 2023 8:23 AM**To:** [Nunpa](#)**Subject:** Fw: August 26th Event

Here is the email from Austin Ernesti.

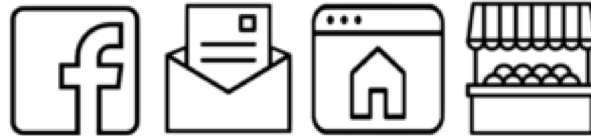
Thank you

Jenny



Jennifer Rippey •
Operations Manager •

Office: (503) 482-9358



From: Austin Ernesti <austin.e@trajectorynw.org>
Sent: Monday, June 26, 2023 11:17 AM
To: Jennifer Rippey <JenniferR@antfarmyouthservices.com>
Subject: August 26th Event

Jennifer,

I hope your weekend went well. I have a few questions as a follow-up from our meeting on Friday.

1) I am going to need a letter for the city stating we have approval for the usage of the square. Would this come from you or from Leathers? If I need to facilitate this, do you have a contact for me to call and ask for the letter? (One from AntFarm as the lease would work as well I imagine.)

2) Did you decide if there is a fee for usage from AntFarm?

3) Asking the experienced person again, who would you suggest I ask for fences? I am thinking the simple interlocking waist-high kinds, just to keep the public/kids away from the active carvers.

Thanks again for everything,

-Austin Ernesti



EXHIBIT H

ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI) Item # 4.

www.insurancefornonprofits.org

A Head for Insurance. A Heart for Nonprofits.

COMMERCIAL LINES COMMON POLICY DECLARATIONS

PRODUCER: WAFD Insurance Group, Inc dba: HD Insurance 513 Cleveland Blvd. Caldwell, ID 83605

POLICY NUMBER: 2023-76124

NAME OF INSURED AND MAILING ADDRESS: Trajectory 9123 SE St. Helen's St., Ste. 264 Clackamas, OR 97015

POLICY PERIOD: FROM 05/19/2023 TO 05/19/2024 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Two week training program for onboarding new loggers

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: Coverage Part and Premium. Rows include Commercial General Liability, Commercial Auto Liability, Improper Sexual Conduct, Social Service Professional, Commercial Liquor Liability, and Terrorism Coverage. Total premium is \$702.

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:*

- List of form and endorsement numbers including ANI-E003, ANI-E069, ANI-E078, ANI-E120, ANI-E123, ANI-E180, ANI-E195, ANI-E282, ANI-E342, ANI-RRG-E11, ANI-RRG-E15, ANI-RRG-E22, ANI-RRG-E25, ANI-RRG-E26, ANI-RRG-E28, ANI-RRG-E29, ANI-RRG-E33, ANI-RRG-E34, ANI-RRG-E42, ANI-RRG-E5, ANI-RRG-E56, ANI-RRG-E59, ANI-RRG-E60, ANI-RRG-E61, ANI-RRG-E70, ANI-RRG-E72, ANI-RRG-E74, ANI-RRG-GL, ANI-RRG-LL, ANI-RRG-NPO, ANI-RRG-X1, CG 00 01, CG 00 33, CG 03 00, CG 20 10, CG 20 11, CG 20 12, CG 20 18, CG 20 20, CG 20 21, CG 20 26, CG 20 34, CG 20 37, CG 21 06, CG 21 09, CG 21 47, CG 21 73, CG 22 44, CG 22 71, CG 24 07, IL 00 17, IL 00 21, IL 02 79, SCHEDULE L, SCHEDULE G.

*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations. These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

BY [Signature] (AUTHORIZED REPRESENTATIVE) 05/24/2023



A Head for Insurance. A Heart for Nonprofits.

Item # 4.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:
WAFD Insurance Group, Inc dba: HD Insurance
513 Cleveland Blvd.
Caldwell, ID 83605

POLICY NUMBER: **2023-76124**

NAME OF INSURED AND MAILING ADDRESS:
Trajectory
9123 SE St. Helen's St., Ste. 264
Clackamas, OR 97015

POLICY PERIOD: FROM 05/19/2023 TO 05/19/2024
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Two week training program for onboarding new loggers

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 ^{any one premises}
MEDICAL EXPENSE LIMIT	\$20,000 ^{any one person}

ADDITIONAL COVERAGES:

PREMIUM

\$702

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

05/24/2023

BY

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-GL

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule G

Page 1

POLICY NUMBER: 2023-76124

NAME OF INSURED: Trajectory

<u>PREMISES CODE/CLASS</u>	<u>*LOC</u>	<u>PREMIUM BASIS</u>	<u>RATE</u>	<u>*ADVANCED PREMIUM</u>
47366/Sales, Service or Consulting Organizations - NOC - includes products and/or completed operations	1	80,000	1.068	\$86
97047/Landscape Gardening - includes products and/or completed operations	1	20,000	16.144	\$323
49452/Vacant Land - NFP	1	5	38.610	\$194
61227/Buildings or Premises - office - NFP	1	250	157.806	\$40

ADDITIONAL COVERAGES

Increased Aggregate \$59

*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

5/24/2023

BY



(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE G



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L
Page 1

POLICY NUMBER: 2023-76124

NAME OF INSURED: Trajectory

PREMISES LOC/BLDG	DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP	ADDITIONAL INSUREDS AND OTHER INTERESTS
1	9123 SE St. Helen's St., Ste. 264 Clackamas, OR 97015	

05/24/2023

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2023-76124

NAME OF INSURED: Trajectory

Page: 1

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Member Criteria	ANI-E003 GL 08 20
Fiscal Sponsor Limitation	ANI-E069 GL 02 19
Professional Services - Exclusion	ANI-E078 11 20
Lead Liability - Exclusion	ANI-E120 09 19
Firearms Sublimit Endorsement	ANI-E123 09 19
Communicable Disease - Exclusion	ANI-E180 GL 01 21
Communicable Disease - Exclusion	ANI-E180 LL 01 21
Discrimination Exclusion	ANI-E195 GL 05 21
Cyber Incident - Exclusion	ANI-E282 GL 12 21
Anti-Stacking Condition	ANI-E342 GL 08 22
Fireworks Exclusion	ANI-RRG-E11 GL 09 19
Blood Testing Exclusion	ANI-RRG-E15 09 20
Asbestos Exclusion	ANI-RRG-E22 09 19
Additional Insured - Designated Person or Organization	ANI-RRG-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	ANI-RRG-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	ANI-RRG-E28 01 99
Employee Personal Auto Reimbursement	ANI-RRG-E29 12 09
Mold, Fungus Exclusion	ANI-RRG-E33 GL 09 19
Construction and Conversion Exclusion	ANI-RRG-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 GL 09 19
Trampoline Bounce House Exclusion	ANI-RRG-E5 07 15
Liberalization - GL, SSP, EBL	ANI-RRG-E56 01 17
Liberalization - LL	ANI-RRG-E59 02 12
Volunteer Medical Payments	ANI-RRG-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	ANI-RRG-E61 02 19
Fundraiser and Event Endorsement	ANI-RRG-E70 03 19
Other Insurance - Coverage C	ANI-RRG-E72 01 17
Mental Anguish Endorsement	ANI-RRG-E74 03 14
Commercial General Liability Coverage Part Declarations	ANI-RRG-GL 04 01
Commercial Liquor Liability Coverage Part Declarations	ANI-RRG-LL 04 01
Nonprofits' OWN Enhancement Endorsement	ANI-RRG-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion - GL	ANI-RRG-X1 06 18
Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Deductible Liability Insurance	CG 03 00 01 96
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19

This list of forms is not part of the actual policy, but is for your information only. Please refer to the policy(s) for actual limits, coverages and exclusions.

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2023-76124

NAME OF INSURED: Trajectory

Page: 2

LIABILITY FORMS AND ENDORSEMENTS

FORM NUMBER / EDITION DATE

Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Access or Disclosure of Confidential or Personal Information	CG 21 06 05 14
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Colleges or Schools - Limited Form	CG 22 71 12 19
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Oregon Changes - Cancellation and Nonrenewal	IL 02 79 09 08
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURENCE
Bodily Injury Liability OR	\$ N/A	\$250
Property Damage Liability OR	\$ N/A	\$ N/A
Bodily Injury Liability and/or Property Damage Liability Combined	\$ N/A	\$ N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows: above as applicable to such coverages.

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION -
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 34 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
 EQUIPMENT - AUTOMATIC STATUS WHEN
 REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 11 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2023-76124
 Named Insured: Trajectory

COMMERCIAL GENERAL LIABILITY
 CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- However:
- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2.** This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

EVIDENCE OF MEMBERSHIP

Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)

Pursuant to the Articles of Incorporation and Amended and Restated Bylaws ["Bylaws"] of Alliance of Nonprofits for Insurance Risk Retention Group, Inc. ["the Corporation"], this Certificate evidences the membership of

Trajectory

as a Member of the Corporation during such time as it satisfies all the requirements for eligibility for membership as set forth in Article II, Section 1 of the Bylaws. The term of membership is set forth in Article II, Section 2 of the Bylaws.

A Member may not transfer its membership or any rights arising therefrom except in accordance with Article II, Section 4 of the Bylaws.

The rights of Members to elect Directors, to vote on matters submitted to the membership of the Corporation for decision and to attend meetings of the Corporation are all as further set forth in Article II of the Bylaws.

A copy of the Bylaws of the Corporation is available online at www.insurancefor nonprofits.org

Offered with reference to Policy No 2023-76124

May 19, 2023

Alliance of Nonprofits for Insurance, Risk Retention Group, Inc. Issuing Office: Santa Cruz, CA

**EXHIBIT I**

Item # 4.

Rebecca Markham <rmarkham@ci.sandy.or.us>

Timber Carving Event

Austin Ernesti <austin.e@trajectorynw.org>

Fri, Jul 14, 2023 at 9:34 AM

To: Rebecca Markham <rmarkham@ci.sandy.or.us>, Christine Johnson <cjohnson7926@gmail.com>

Rebecca,

1) Each vendor may have their own tent but we are only providing a 10x15' space. If I recall, Jennifer had said that size fit within the requirements but I could be mistaken.

2) The "fenced in" area is a parking lot for Antfarm. SICC will be staying out of that area completely as there are vehicles and trailers located there. (Funny enough, I helped the kids build that fence back during the catalytic converter crisis.)

3) Timber Sports Area, I will have to walk it off for you but it's at least 100' long. My co-planner, Christine Johnson, is making a CAD version of the map updated with dimensions currently as well. Former OSU Competitive Team members have rallied from across the state to come do demonstrations at set times. In between those demonstrations, they will be teaching public members how to use certain tools or complete tasks. Everyone will sign waivers, we have insurance, and the public is not allowed to use powered equipment. All activities must be done under the guidance of professionals, people with certificates, degrees, or equivalent life experiences, not random volunteers. We are also trying to do a "haybale" tarp pool so that we can do "log rolling" on a very hot August day. (We are thinking people will like challenges and competitions. 🤔)

4) I have cooking on the draft map as a note to our staff for planning. We are not planning on having a food vendor at this time. I will collect licenses if that changes and we are aware of the 10' cooking space rule.

5) Jen and I had originally thought that the portapottys on site for the farmers market should be sufficient and they will be open for our event. That being said, our funding is starting to take off quickly and if we can squeeze another one into the budget I would like to place it near the Pop-up Timber Sports field. I should know by the end of the month.

6) We did not anticipate street closures but thought that Clack Fire might want to set up on Scales Ave. They will still be on call so need a quick route.

I will say this. I thought this was going to be a very humble event and I believe in taking things in appropriate measures to not get ahead of oneself, the first annual event doesn't need to be huge, just complete. That being said, the reception from the few businesses and people I have spoken with in the last week has been quite stellar. I truly do not know what is going to happen here. 12 chainsaws running on hwy 26 might draw a lot of strangers.

[Quoted text hidden]

 **General Land Use -Updated 2020 - Fillable-1.pdf**
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