

CITY COUNCIL MEETING

Monday, October 06, 2025 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/87808278113
Or by phone: (253) 215-8782; Meeting ID: 87808278113

WORK SESSION - 6:00 PM

1. Draft Review: Sandy Housing Production Strategy (HPS)

REGULAR MEETING - 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

Note: the public hearing on the supplemental budget will occur later in the meeting. 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 COMMENTS

CONSENT AGENDA

- City Council Minutes: September 15, 2025
- 3. Resolution 2025-37: Updating the City of Sandy's Personnel Policies

PRESENTATIONS

- 4. Police Sergeant Oath of Office: Jason Coates
- 5. Police Awards: Officers Bergland & Boyes, and Community Member Ashton Rollins

NEW BUSINESS

- 6. Grant Awards: Special Service Contract Program 2025-2027
- 7. PUBLIC HEARING: Resolution 2025-35 Supplemental Budget for Biennium 2025-2027
- 8. Contract Approval: Alder Creek Water Treatment Plant Electrical Upgrades
- 9. IGA Revision: City of Sandy & Clackamas County; Business ISP Services

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.

Item # 1.



STAFF REPORT

Meeting Type: City Council and Planning Commission Joint Work Session

Meeting Date: October 6, 2025

From: Tim Wood, Project Manager with FCS GROUP

Kelly O'Neill Jr., Development Services Director

Subject: Draft Review: Sandy Housing Production Strategy (HPS)

DECISION TO BE MADE:

Provide input on the draft of Sandy's Housing Production Strategy (HPS).

APPLICABLE COUNCIL GOAL:

 Goal 6.9: Ensure compliance with state legislative and regulatory mandates through code amendments that are responsible and reflect the community's values.

BACKGROUND / CONTEXT:

As previously discussed with the City Council and the Planning Commission on September 16, 2024, (meeting link) and then again on May 19, 2025, (meeting link), staff is seeking to adopt the state mandated Housing Production Strategy (HPS) in accordance with state law. The strategies in the HPS are intended to increase the provision of needed housing in Sandy, as required by ORS 197A.100.

As a reminder, the HPS must outline concrete strategies the City will take to support or increase housing production and preservation, and promote fair and equitable housing outcomes. These may include infrastructure improvements, regulatory changes, financial incentives, and land use regulation changes, among others. Each strategy has been tailored to address Sandy's specific challenges and circumstances.

KEY CONSIDERATIONS / ANALYSIS:

City staff and FCS GROUP have drafted an HPS (Exhibit A.) that meets state law. Based on past feedback from the City Council and the Planning Commission, the 12 strategies in the attached HPS are:

- A. Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- B. Complete and adopt the wastewater system facility plan amendment.

- C. Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- D. Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- E. Improve the wastewater treatment plant and related system infrastructure.
- F. Implement a local affordable housing Construction Excise Tax (CET).
- G. Amend the zoning code to allow additional middle housing options.
- H. Promote accessible design standards.
- I. Monitor and require registration for short-term rentals.
- J. Support preservation of manufactured home and mobile home parks.
- K. Utilize surplus public land for housing development.
- L. Expand partnerships with local service providers and continue to fund the Community Services Officer to support the homeless population.

The draft report of the HPS includes a table of contents, an executive summary, an introduction, an explanation of Sandy's housing needs, a thorough description of the community outreach that was completed, a descriptive overview of all 12 strategies, and a conclusionary chapter measuring fair and equitable housing outcomes. The report also includes an appendix regarding Contextualized Housing Needs as required by OAR 660-008-075.

In accordance with deadlines as established by the State of Oregon (<u>click here</u>) the City of Sandy has to adopt the HPS prior to January 1, 2026. Therefore, staff sent DLCD notice of the draft report of the HPS on September 16, 2025, and are preparing legislative hearings before the Planning Commission on October 27, 2025, and the City Council on November 17, 2025.

BUDGET IMPACT:

The FCS GROUP contract is already accounted for in the 2025-2027 budget.

RECOMMENDATION:

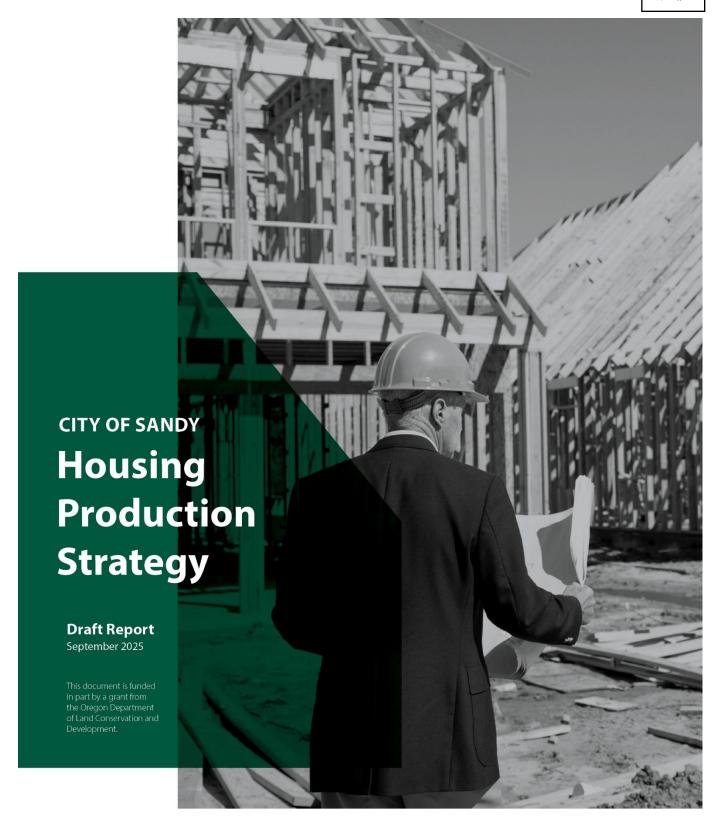
Provide input on the draft Housing Production Strategy (HPS).

SUGGESTED MOTION LANGUAGE:

This is a work session, so a motion is not needed.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Draft Housing Production Strategy (dated September 2025)
- Presentation Slides





ACKNOWLEDGEMENTS

Sandy City Council

Kathleen Walker, Mayor
Don Hokanson, Council President
Chris Mayton, Councilor
Laurie Smallwood, Councilor
Rich Sheldon, Councilor
Kristina Ramseyer, Councilor
Lindy Hanley, Councilor

Sandy Planning Commission

Darren Wegener, Chair
Jerry Crosby, Vice Chair
Breezy Poulin, Commissioner
Art O'Leary, Commissioner
Brandon Zawaski, Commissioner
Linda Malone, Commissioner
Jan Lee, Commissioner

City Staff

Kelly O'Neill, Jr., Development Services Director Jeff Aprati, Deputy City Manager Tyler Deems, City Manager

PREFACE:

This document represents a preliminary draft Housing Production Strategy that focuses on housing needs and potential strategies the City of Sandy is considering for adoption during 2025. The findings contained in this report reflect current statistics from available data sources and the contents will be updated based on future data and input that is received from local stakeholders and state agencies prior to adoption.

TABLE OF CONTENTS

Acknowledgemer	nts	2
Table of Contents	S	
Evacutiva Summ	ary	(
	h Decision Makers	
•		
	Outreach (2024)	
	Outreach (2025)	
Draft HPS Ad	ctions	
I. Intro	oduction	14
Purpose		14
Approach		14
II. Sand	dy's Housing Needs	16
	City to Meet Housing Needs	
III. Com	nmunity Engagement	20
Stakeholder	Outreach (2024)	20
Stakeholder	Outreach (2025)	2
Discussion of	f Housing Policies	2
Other Input		22
How Was Input	Considered?	23
Future Outreach	n Recommendations	23
IV. Strategies to I	Meet Future Needs	24
V. Achieving Fair	& Equitable Housing Outcomes	42
Location of H	lousing	42
Fair Housing	and Housing Choice	42
Housing Opti	ions for Residents Experiencing Homelessness	43
Affordable Ho	omeownership and Affordable Rental Housing	44
Gentrification	n, Displacement, and Housing stability	44
Measuring Strat	egy Implementation and Progress	45

Αŗ	pendix A: Contextualized Housing Needs Analysis	47
	Understanding Housing Needs in Sandy	. 47
	Housing Need Key Findings	. 48
	Demographic and Socio-Economic Characteristics Affecting Sandy's Housing Needs	. 54
	Race and Ethnicity	. 60
	Housing Market Conditions and Trends	. 68
	Building Permits	. 70
	Housing Tenure	. 71
	Manufactured Homes	.75

Glossary

Accessory Dwelling Unit (ADU): A second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the single-family dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation and sleeping. Such a dwelling is an accessory use to the single-family dwelling.

Affordable For-Sale Housing: An owner-occupied dwelling with an annual housing cost (mortgage payments, utilities, property taxes, etc.) that equates to no more than 30% of household income.*

*A healthy housing market includes a variety of housing types that are affordable to a range of household income levels. However, the term "affordable housing" is often used to describe incomerestricted housing available only to qualifying low-income households. Income-restricted housing can be located in public, non-profit, or for-profit developments. It can also include housing vouchers to help pay for market-rate housing (see "Vouchers" below for more details).

Affordable Rental Housing: A dwelling that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income.

American Community Survey (ACS): This is an ongoing nationwide survey conducted by the U.S. Census Bureau. It is designed to provide communities with current data about how they are changing.

Area median income (AMI): This term refers to area-wide median family income calculations provided by the U.S. Department of Housing and Urban Development (HUD) for a county or region. Income limits to qualify for affordable housing are often set relative to AMI in this report, unless otherwise indicated.

Buildable Lands Inventory (BLI): An assessment of the capacity of land to accommodate forecasted housing and employment needs.

Buildable Residential Land: Includes land that is designated for residential development that is vacant and partially-vacant and not constrained by existing buildings or environmental issues.

Cost Burdened: Defined by the U.S. Department of Housing and Urban Development (HUD) as households who spend over 30% of their income on housing.

Cottages: Small, detached units, often on their own lots and sometimes clustered around pockets of shared open space. A cottage is typically under 1,000 square feet in footprint.

Density: Defined by the number of housing units on one acre of land.

Development density: Expected number of dwelling units (per acre) based on current zoning designations.

Fair market rent (FMR): HUD determines what a reasonable rent level should be for a geographic area and sets this as the areas FMR. Housing choice voucher program holders are limited to selecting units that do not rent for more than fair market rent.

Group Quarters: People living in shared housing facilities, such as a college dormitory, military barrack, nursing home, or temporary shelter are not considered households and are counted as group quarters population.

High Density: Housing with density of no less than 10 or more than 20 units per net buildable acre.

Housing Unit (or Dwelling Unit): A house, an apartment or other group of rooms, or a single room is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live and eat with any other person in the structure and there is direct access from the outside or common hall.

Household: Consists of all people that occupy a housing unit. The occupants can be related, such as a family or unrelated. A person living alone is also a household.

HUD: Acronym for the U.S. Department of Housing and Urban Development, the federal agency dedicated to strengthening and supporting the housing market.

Low Density: Housing with density of no less than 3 or more than 8 units per net buildable acre.

Low-Income: Families designated as low-income may qualify for subsidized housing and/or income-based deed-restricted housing units. HUD classifies families based on median family income levels as shown below:

Income Category	Household Income*	
Extremely low-income	30% of MFI or less	
Very-low income	30-50% of MFI	
Low income	50-80% of MFI	
Moderate income	80-100% of MFI	
Above median income	> 100% of MFI	

^{*} Median Family Income (MFI) for the HUD defined market area.

Manufactured Housing: A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

Median Family Income (MFI): The median sum of the income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption, and residing together; all such people (including related subfamily members) are considered as members of one family. Median income of non-family households tends to be lower than for family households. In this report both MFI and AMI refer to the U.S. Department of Housing and Urban Development Area Median Family Income (AMI), unless otherwise specified.

Medium Density: Housing with density of no less than 8 or more than 14 units per net buildable acre.

Middle Housing: Typically includes duplexes, triplexes, quadplexes, townhomes, and cottage clusters.

Mixed Use: Characterized as two or more residential, commercial, cultural, institutional, and/or industrial uses into one combined building or building(s) on the same parcel of land.

Partially-vacant land: Unconstrained land that has some existing development but can be subdivided to allow for additional residential development.

Permanent Resident Population: This refers to the count of all people (citizens and noncitizens) who are living in the location at the time of the census. People are counted at their usual residence, which is the place where they live and sleep most of the time.

Plexes: Two to four separate dwelling units within one structure. In most instances each duplex, triplex, or quadplex unit has its own separate entry.

Residual Land Value: The amount a developer would typically be willing to pay for the land/site in order to build a specific real estate improvement based on underlying assumptions and market conditions.

Seasonal dwellings: These units are intended by the owner to be occupied during only certain seasons of the year. They are not anyone's usual residence. A seasonal unit may be used in more than one season; for example, for both summer and winter sports. Published counts of seasonal units also include housing units held for occupancy by migratory farm workers. While not currently intended for year-round use, most seasonal units could be used year-round.

Severely Cost Burdened: Defined by the U.S. Department of Housing and Urban Development (HUD) as households who spend over 50% of their income on housing.

Single Family Attached: Residential structures comprised of two to four housing units with a shared wall that separates each unit.

Single Family Detached: Free standing residential building, unattached, containing separate bathing, kitchen, sanitary, and sleeping facilities.

Subsidized Housing: Public housing, rental assistance vouchers, and developments that use Low-Income Housing Tax Credits (LIHTC). Subsidized housing lowers overall housing costs for its

occupants. Affordable housing and subsidized housing are different even though the terms are sometimes used interchangeably.

Tenure: Tenure refers to the ownership of the housing unit in relation to its occupants. According to the U.S. Census Bureau, a housing unit is "owned" if the owner or co-owner(s) live in the unit, even if it is mortgaged or not fully paid for. A cooperative, condominium or mobile home is "owned" only if the owner or co-owner lives in it. All other occupied housing units are classified as "rented."

Townhome: Attached housing units, each on a separate lot, and each with its own entry from a public street, shared driveway, or common tract.

Vacant housing unit: A housing unit is vacant if no one is living in it at the time of enumeration unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant.

Vacant land: Vacant land identified within the local buildable land inventory that is not developed and unconstrained for future planned residential development.

Vouchers (Tenant-based and Project-based): HUD provides housing vouchers to qualifying low-income households to offset a portion of their rents. These are typically distributed by local housing authorities. Vouchers can be "tenant-based," meaning the household can use them to help pay for market-rate housing in the location of their choice. The tenant pays the difference between the fair market rent and 30% of the tenant's income. Or vouchers can be "project-based," meaning they are assigned to a specific building.

EXECUTIVE SUMMARY

The City of Sandy (City) is actively addressing local housing issues, needs, and local land use policies through this Housing Production Strategy (HPS), and the recently completed Housing Capacity Analysis (HCA). This HPS examines how the City can enhance local housing production, affordability, access, and choice, while maintaining stability and limiting displacement.

The HPS process included a review of the City's current policies, past actions, future housing needs, and an analysis of residents that are at risk of being left behind in the existing housing environment. At its core, the HPS identifies which tools, actions, or policies the City can implement to address housing production, affordability, and choice, especially as it relates to the needs identified in the HCA.

The City of Sandy has already adopted several policy measures over the past few years that provide additional housing production opportunities including:

Recent Policy Measures Adopted by the City of Sandy:

- Clear and Objective Housing Audit this recent housing audit was conducted to clearly define current local housing regulations (adoption 2024).
- Parks and Trails Master Plan provided decisions on future park and trail investments by prioritizing equity and access for all residents within all neighborhoods (adoption 2022).
- **Housing Capacity Analysis** analyzed the housing capacity and needs within the Sandy Urban Growth Boundary over the next 20 years (adoption 2024).
- Comprehensive Plan established new housing policies such as coordinating capital improvements with housing planning and locating multifamily housing near amenities such as schools and planned transit routes (adoption 2024).
- Sanitary Sewer impact mitigation program with new equivalent residential unit (ERU) assignment program new local program to allow some housing to be constructed during the sanitary sewer moratorium (implemented in 2024).
- Sandy's Police Department **coordinates with AntFarm** (a local non-profit organization) to provide housing assistance for people experiencing homelessness (initiated in 2023).
- New City policy established designated camping regulations for use by people experiencing homelessness (adoption in 2022).
- The City established a **community service officer position** to assist people experiencing homelessness (initiated in 2025).

 Concurrent with the HCA and the HPS planning process, the City staff worked with housing service providers and the City Council and Planning Commission and held public meetings to better understand housing needs in the community.

Construction-Related Actions that Support Housing:

- The City has invested over \$34 million to date on upgrading the sanitary sewer system
 infrastructure so that near-term housing construction could move forward despite a current
 sanitary sewer moratorium.
- The City constructed 362nd Drive and Bell Street to connect neighborhood residents with employment, shopping, schools, and other community amenities.

Meetings with Decision Makers

As part of the HPS planning process, City staff and consultants met with local decision makers to keep them informed of the contents and progress of the report. Those meetings included:

- Joint Planning Commission and City Council meetings the project included two joint meetings with the Planning Commission and the City Council. The meetings occurred on September 16, 2024, and on May 19, 2025, including a review of proposed policies to be considered, the issue of the development moratorium stemming from wastewater capacity constraints imposed on the City, and the requirements of the HPS process.
- Future joint work session with the Planning Commission and the City Council
- Legislative hearing with the Planning Commission
- Legislative adoption hearing with the City Council

As part of the HCA and HPS planning procedures, two rounds of community outreach were conducted with local and regional "housing stakeholders" that are knowledgeable about housing issues within the city of Sandy.

Stakeholder Outreach (2024)

Over the summer of 2024, ECOnorthwest staff interviewed four service providers in Sandy. These providers offer services to low-income households, seniors, at-risk youth, the Latino population, and people experiencing homelessness. The interviews focused on understanding community housing needs and identifying strategies for initial consideration. Additionally, ECOnorthwest hosted conversations with interested City Council members to better understand their perspectives on their constituents' needs.

These interviews involved representatives from the following organizations:

- Todos Juntos
- Community Action Center
- Senior Center
- Antfarm

• City Councilors (two members were interviewed)

The following summary summarized the key housing needs and issues identified during the initial round of community stakeholder input:

- Rising costs of housing, utilities, and necessities are straining residents. This financial pressure particularly affects young families, single parents, lower-income workers, and seniors on fixed incomes. Sandy's rising utility rates are a significant affordability issue for income-strapped residents. Many households now require multiple jobs to make ends meet, leading to increased demand for support services like food banks and energy assistance. Some seniors face difficulties accessing support services, especially when information and applications are only available online.
- There is perceived to be limited support for residents experiencing homelessness. This at-risk population segment includes local youths, low-income residents, and elderly residents on social security. There is a perceived community resistance to homeless services in Sandy which can make it more challenging to meet the needs of those experiencing homelessness. Additionally, Sandy lacks transitional and emergency housing. Lastly, mental health was noted as a significant barrier to accessing housing for some people experiencing homelessness.
- <u>Housing options in Sandy are limited</u>. There is a perceived shortage of housing inventory across all housing types, including affordable, rental, entry-level, and larger homes. Incomerestricted units have long waitlists.
- Residents choose Sandy for its public safety and ties to family and community. However, this choice often comes with increased transportation expenses due to the need for an automobile. Many seniors wish to remain in Sandy as they age but encounter various challenges (noted above) to aging in place.

Stakeholder Outreach (2025)

After HPS policies were drafted in the summer of 2025, FCS staff conducted a second round of stakeholder interviews with service providers and housing developers who work in the Sandy housing market. These interviews focused on how appropriate the policies being considered by the City were to the issues being faced by residents.

Discussions were held with the following stakeholders:

- Zac Baker, Development Manager, Southport Financial Services
- Kirsten D. Pitzer, Sandy Community Action Center Director
- Tiana Rundell, Interim Parks and Recreation Director

Stakeholders were provided with a list of the policies under consideration for the Sandy HPS and were asked their opinion on each. A summary of stakeholder input is provided below.

• Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.

- This would be very helpful.
- o The process sounds cumbersome and costly.

• Complete and adopt the wastewater system facility plan amendment.

- This would be helpful in providing more developer certainty.
- o This is a must for the city to move beyond the development moratorium.

• Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.

Could increase developer interest and, for what it is worth, there is a template for this
in Washington called the "CHIP" program - Connecting Housing to Infrastructure
Program. Geared toward affordable housing production but could be tailored
differently in Oregon.

• Construct capital improvements necessary to convey the wastewater to a permanent discharge location.

o This would make sense if it were done in tandem with the above.

• Improve the wastewater treatment plant and related system infrastructure.

 I'm not sure that this would increase the production of housing unless the improvements also increase capacity.

• Implement a local affordable housing construction excise tax.

O Adopting a local real estate tax exemption program may be better. They've done this in other places such as Bend, Redmond, and Portland. There is already State law providing the authority to the local jurisdiction to "write the script" for who qualifies, the term of the exemption, and other specifics about how the program works.

• Amend the zoning code to allow additional middle housing options.

Cottage cluster housing might not provide much additional housing. There isn't a
great sense for how common this housing is in Oregon now that it has become a
popular middle housing product from a policy standpoint.

• Promote accessible design standards.

• This would produce a more accessible product for residents of Sandy but would not necessarily increase housing production.

• Monitor and require registration for short-term rentals.

 Regulations have historically pushed developers away, so this may have a negative impact on housing production.

• Support the preservation of manufactured homes and mobile home parks.

 This would help maintain some housing affordability in the area but would likely not increase production.

• Utilize surplus public land for housing development.

o This practice can lead to public-private partnerships to produce housing. Especially if there is an efficient program for land use approvals or rezoning, if needed.

- Expand City partnership with local housing service providers and continue to fund the community services officer position to support the homeless population.
 - o This could help produce affordable housing by attracting resources at the State level.
 - This program is not likely to address current needs for market-rate housing.

Input provided during the community involvement process has been integrated throughout this report and is used to inform which policies are being considered and how they are to be implemented. The remainder of this report summarizes findings regarding the housing market in Sandy as well as key demographic and socio-economic trends to provide a deeper understanding of how the housing market is experienced by all Sandy residents.

Draft HPS Actions

The housing production strategies considered in this report are as follows:

- A. Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- B. Complete and adopt the wastewater system facility plan amendment.
- C. Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- D. Construct capital improvements necessary to convey the city's wastewater to its permanent discharge location.
- E. Improve the wastewater treatment plant and related system infrastructure.
- F. Implement a local affordable housing construction excise tax.
- G. Amend the zoning code to allow additional middle housing options.
- H. Promote accessible design standards.
- I. Monitor and require registration for short-term rentals.
- J. Support the preservation of manufactured homes and mobile home parks.
- K. Utilize surplus public land for housing development.
- L. Expand the City "partnership" with local service providers and continue to fund the community services officer to support the homeless population.

I. INTRODUCTION

Purpose

Communities across the state of Oregon are facing unprecedented challenges with providing safe and affordable housing. In response, the Oregon legislature passed a series of measures designed to mandate cities to proactively look ahead and identify local housing policies which will meet existing and future housing needs for all residents.

In Sandy, the City is undertaking comprehensive studies that evaluate housing issues, needs, and local policy recommendations in the form of a recently completed Housing Capacity Analysis (HCA) and this Housing Production Strategy (HPS). This HPS is intended to expand on the work of the HCA by examining how a city can impact housing affordability, access and choice issues, displacement, and housing stability. The HPS process includes a review of the City's policies, past actions, future housing needs, and an analysis of who is at risk of being left behind in the existing

housing environment. Community input was obtained to identify and evaluate recommended policy changes that can be implemented to increase production of needed subsidized and market-rate housing.

At its core, the HPS identifies which tools, actions, or policies the City can implement to promote housing production, affordability, and choice, especially as it relates to the needs identified in the HCA.

The Housing Production Strategy addresses the following questions:

- What tools, actions, or policies will the City implement to promote housing production, affordability, and choice?
- What local policies and actions can be taken to produce additional affordable and market rate housing?

Approach

Key steps in the creation of this report include the following:

- Contextualized Housing Needs Analysis: This memo sets the stage for the overall HPS. The memo summarizes findings beyond those discussed in the HCA; identifies actions already taken by the City to foster housing production; and identifies the housing needs of key demographics in the City of Sandy whose housing needs may be unique. Those demographics include residents living in rental units, people with disabilities, older Oregonians, people experiencing homelessness, and Latino community members. This report can be found in Appendix A.
- **Stakeholder Input.** Through the HCA and HPS process, interviews were conducted with housing stakeholders including developers, affordable housing advocates, real estate brokers,

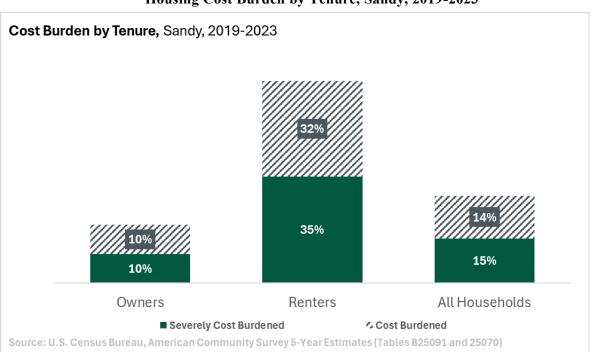
housing consumers, and others to confirm housing development barriers and opportunities. Input was also gathered through discussions with the City Council and the Planning Commission. These outreach efforts provided local context regarding existing conditions in Sandy's housing market as well as direction on the policies under consideration.

- Development of Recommended Strategies to Accommodate Future Housing Need. Based on data gathered through public outreach and review of the City's HCA, the consultant team identified strategies recommended for inclusion in the HPS.
- **HPS Report.** The findings and recommendations of the HPS are compiled in this draft report. Feedback and recommended edits to this draft report will be reviewed and incorporated prior to the HPS being finalized.

II. SANDY'S HOUSING NEEDS

Key characteristics of housing needs in Sandy include the following.

- Population in Sandy has increased faster than the statewide, countywide average. According to U.S. Census data, population in the Sandy has increased by 7,548 since 2000, this equates to a 3.7% average annual rate of growth. That is much higher than the state (0.9%) and Clackamas County (1%) annual population growth rates during the same period.
- The vast majority (80% of occupied dwellings) in Sandy are owner-occupied. Sandy's homeownership rate increased by twelve percentage points between 2000 and 2023. The City's home ownership rate is well above the overall rate in the County (71%) and the State (63%).
- Sandy households are larger. U.S. Census data shows that the average household size in Sandy (2.74) was larger than the Clackamas County (2.57) and Oregon (2.43) averages.
- Renters in Sandy face cost burden. About 67% of Sandy's renters spend more than 30% of their income on housing, compared to 19% of homeowners. 32% of Sandy's renters pay more than 50% of their income on housing.

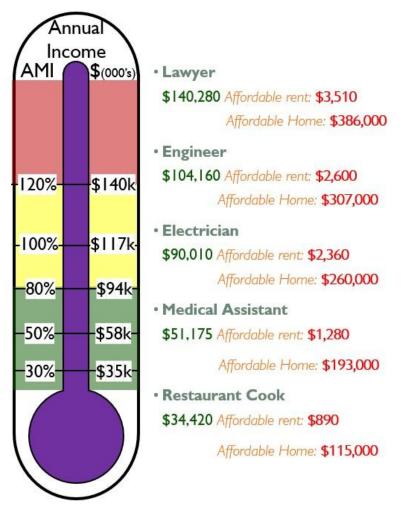


Housing Cost Burden by Tenure, Sandy, 2019-2023

• Low-income households in Sandy have few housing options. Costs for both rental and ownership housing are much higher than many residents can afford. In Sandy, a household must

make 129% of MFI (\$151,000) to afford the median sales price of a home (\$507,000). To afford the average apartment rent plus utilities (\$1,850) a household must earn 63% of MFI (\$74,000). About 80% of housing in Sandy is single family detached which is often more expensive than attached housing or multifamily housing types.

Financially Attainable Housing by MFI for Clackamas County, 2024



Source: U.S. Department of Housing and Urban Development, Portland MSA, 2024. Oregon Employment Department (2023 wage estimates)

- Future Housing Demand prospects are very strong in Sandy. The 2024 HCA forecasts a need for 2,424 units to keep pace with projected population growth. The forecasted housing needs analysis concluded that:
 - Approximately 60% of the new units were projected to be single-family detached homes.
 - O An additional 7% of new units are expected to be single-family-attached homes.

- o 5% of new units are projected in the form of plexes (duplex, triplex, and quadplex).
- o High density units are expected to make up the remaining 28% of projected future need.
- Future Housing Demand can be broadly distributed by income level. The 2024 HCA projects that demand will be a relatively even distribution between household income levels.
 - o 363 dwelling units will need to be affordable for those in the extremely low-income bracket (those making less than \$34,000 per year).
 - o 361 dwelling units will need to be available for those making between \$34,000 and \$57,000 annually.
 - o 532 dwelling units will need to be available for those making between \$53,000 and \$85,000.
 - o 626 dwelling units will need to be available for those making between \$85,000 and \$137,000.
 - o 542 dwelling units will need to be available for those making over \$137,000 annually.

ACTIONS BY THE CITY TO MEET HOUSING NEEDS

The City of Sandy has already adopted policy measures that provide additional housing production opportunities including:

Policy actions

- Clear and Objective Housing Audit clearly defined current housing regulations (adoption 2024).
- Parks and Trails Master Plan provided decisions on future park and trail investments by prioritizing equity and access for all residents within all neighborhoods (adoption 2022).
- Comprehensive Plan established new housing policies such as coordinating capital improvements with housing planning and locating multifamily housing near amenities such as schools and planned transit routes (adoption 2024).
- Created an equivalent residential unit (ERU) assignment program so that needed housing could move forward during the sanitary sewer moratorium.

Service actions

- Sandy's Police Department coordinates with AntFarm (a local non-profit organization) to provide housing assistance for people experiencing homelessness (2023).
- Local policy established designated camping regulations for use by people experiencing homelessness (2022).
- The City established a community service officer position to assist people experiencing homelessness.
- Concurrent with the HCA and the HPS planning process, the city engaged with service providers
 and the City Council and Planning Commission in public meetings to better understand housing
 needs in the community.

Construction actions

- The City has invested over \$34 million to date on upgrading the sanitary sewer system so that near-term housing construction could move forward despite a current sanitary sewer moratorium.
- The City constructed 362nd Drive and Bell Street to connect neighborhood residents with employment, shopping, schools, and other community amenities.

Evaluation of Additional Local Policy Actions

The core of the Housing Production Strategy is to address housing needs for all citizen and to help remove regulatory "barriers" to the development of needed housing through locally preferred actions, such as:

- A. Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- B. Complete and adopt the wastewater system facility plan amendment.
- C. Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- D. Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- E. Improve the wastewater treatment plant and related system infrastructure.
- F. Implement a local affordable housing Construction Excise Tax (CET).
- G. Amend the zoning code to allow additional middle housing options.
- H. Promote accessible design standards.
- I. Monitor and require registration for short-term rentals.
- J. Support preservation of manufactured home and mobile home parks.
- K. Utilize surplus public land for housing development.
- L. Expand partnerships with local service providers and continue to fund the Community Services Officer to support the homeless population.

The eventual adoption/implementation of these new policy actions will help foster additional near-term housing construction for all needed housing types. An evaluation of key policy measures is provided in **Section IV**.

III. COMMUNITY ENGAGEMENT

Throughout the HCA and HPS process, Sandy and their consultants conducted stakeholder interviews with key housing producers, employers, and non-profit housing representatives. Examples include developers, real estate agents, housing advocates, and consumers and consumer representatives for priority populations.

Stakeholder Outreach (2024)

During the HCA process, ECOnorthwest staff interviewed four service providers in Sandy. These providers offer services to low-income households, seniors, at-risk youth, the Latino population, and people experiencing homelessness. The interviews focused on understanding community housing needs and identifying strategies for initial consideration. Additionally, ECOnorthwest hosted conversations with interested City Council members to better understand their perspectives on their constituents' needs.

These interviews involved representatives from the following organizations:

- Todos Juntos
- Community Action Center
- Senior Center
- Antfarm
- City Council (two were interviewed)

The following summary outlines the key housing needs identified during these conversations:

- Rising costs of housing, utilities, and necessities are straining residents. This financial pressure particularly affects young families, single parents, lower-income workers, and seniors on fixed incomes. Sandy's rising utility rates are a significant affordability issue for income-strapped residents. Many households now require multiple jobs to make ends meet, leading to increased demand for support services like food banks and energy assistance. Some seniors face difficulties accessing support services, especially when information and applications are only available online.
- There is a perception that there is limited support for residents experiencing homelessness. This population includes local youth, lower-income workers, and people on social security. There is a perceived community resistance to homeless services in Sandy which can make it more challenging to meet the needs of those experiencing homelessness. Additionally Sandy lacks transitional and emergency housing. Lastly, mental health was noted as a significant barrier to accessing housing for some people experiencing homelessness.

- **Housing options in Sandy are limited.** There is a shortage of housing across all housing types, including affordable, rental, entry-level, and larger homes. Income-restricted units have long waitlists.
- Residents choose Sandy for its perceived safety and ties to family and community. However, this choice often comes with increased transportation expenses due to the need for an automobile. Many seniors wish to remain in Sandy as they age but encounter barriers to aging in place.

Stakeholder Outreach (2025)

After HPS policies were drafted in the summer of 2025, FCS conducted stakeholder interviews with service providers and developers who work in the Sandy housing market. These interviews focused on how appropriate the policies being considered by the City were to the issues being faced by residents.

A list of stakeholders was developed by City staff which includes housing developers, City staff impacted by homelessness, and representatives from nonprofit organizations serving Sandy. Outreach was conducted from June 16 to June 30.

Discussions were held with the following stakeholders:

- Zac Baker, Development Manager, Southport Financial Services
- Kirsten D. Pitzer, Sandy Community Action Center Director
- Tiana Rundell, Interim Parks and Recreation Director

Discussion of Housing Policies

Stakeholders were provided with a list of the policies under consideration for the Sandy HPS and were asked their opinion on each. A summary of stakeholder input is provided below.

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
 - o This would be very helpful.
 - The process sounds cumbersome and costly.
- Complete and adopt the wastewater system facility plan amendment.
 - This would be helpful in providing more developer certainty.
 - o This is a must for the city to move beyond the development moratorium.
- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
 - Could increase developer interest and, for what it is worth, there is a template for this
 in Washington called the "CHIP" program Connecting Housing to Infrastructure
 Program. Geared toward affordable housing production but could be tailored
 differently in Oregon.

• Construct capital improvements necessary to convey the city's wastewater to its permanent discharge location.

o This would make sense if it were done in tandem with the above.

• Improve the wastewater treatment plant and related system infrastructure.

o Improvements increase housing development capacity to be effective.

• Implement a local affordable housing construction excise tax.

O Adopting a local real estate tax exemption program may be better. This policy has been pursued in markets such as Bend, Redmond, and Portland.

• Amend the zoning code to allow additional middle housing options.

 Cottage cluster housing might not provide much additional housing. This policy should emphasize all middle housing types.

• Promote accessible design standards.

• This would produce more accessible housing for residents of Sandy but would not necessarily increase housing production.

• Monitor and require registration for short-term rentals.

 Regulations have historically pushed developers away, so this may have a negative impact on housing production.

• Support the preservation of manufactured homes and mobile home parks.

O This would help maintain some housing affordability in the area but would likely not increase production.

• Utilize surplus public land for housing development.

• This could help produce housing. Especially if there was an efficient program for land use approval or rezoning if needed.

• Expand the partnership with local service providers and continue to fund the community services officer to support the homeless population.

- o This could help produce affordable housing by attracting resources at the State level.
- o Unsure that this would impact the production of market rate housing.

Other Input

Stakeholders also provided broad input about the housing market in Sandy during interviews. Their observations are shared below:

- The City is struggling to afford senior services such as meals on wheels and energy assistance programs. The City also provides services to Welches, Estacada, and unincorporated Clackamas County.
- Several homeless residents of Sandy are staying overnight in Meinig Park, which is located south of City Hall. The park has seen an uptick in the number of houseless people spending days under covered structures. At night, those folks move to the forest behind the park. These individuals appear to be experiencing mental health and drug addiction issues and have refused the assistance offered by City and County staff.
- Housing affordability is a huge issue. Finding a rental in Sandy is hard.

- The City should consider some sort of real estate tax exemption program. Either a multifamily tax exemption (MFTE), a new construction tax exemption, or an affordable housing tax exemption program. Granting a hypothetical 20-year exemption on vacant property inside the UGB would not materially change the City's revenue for the next 20 years, but it would produce housing and economic activity and would create substantial additional revenue when the exemption ends 20 years from now.
- The City should also consider some form of local zoning incentives for affordable housing. For instance, if 20% of a development is "affordable" at 60% AMI, there might be a 5% density bonus. If 50% of the units are affordable at 80% AMI, maybe there is a 10% density bonus. Concept being that if developers can spread their land development/site work costs across a greater number of units, it will help make their development model more feasible.

HOW WAS INPUT CONSIDERED?

Feedback provided by stakeholders and decision-makers was used to formulate policies that make an impact on the housing issues facing Sandy. Additionally, this feedback provided a sense for what new policies might be politically feasible in the near term (1 to 8 years). Examples include:

- Broad support for wastewater capacity increases.
- Skepticism from decision-makers regarding adding cottage clusters versus a more broad-based approach to additional middle housing options.
- General support for more accessible units.

FUTURE OUTREACH RECOMMENDATIONS

The following recommendations for public outreach are not limited to housing policy development efforts but can be implemented on a regular basis.

- The opportunity to hear from the public in an open house setting is beneficial. Members of the public appreciate the opportunity to learn what City staff are working on and like to have their opinions heard. This exercise also improves the mutual understanding of concerns being faced by housing consumers in Sandy.
- As the impacts of the Covid-19 pandemic ease, additional efforts should be made to meet with the public at locations that are convenient to them (such as community events, farmers markets, club meetings, etc.).
- The City could consider convening a housing committee. This model exists in other communities of similar size to Sandy. The ad hoc housing committee could assist with updates to local housing market data and serve as a sounding board for the review of new local policies.

IV. STRATEGIES TO MEET FUTURE NEEDS

The following strategies are intended to increase the provision of needed housing in Sandy, as required by ORS 197A.100. Strategies listed below have been analyzed to determine citywide housing impact as well as how well they meet the needs of key demographics.

A. Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.

Description

- City of Sandy will pursue accommodations to Sandy's NPDES permit to discharge into Tickle
 Creek, particularly basing discharge limitations on stream flows rather than calendar dates.
 Agreements are needed to protect the City against possible future adverse actions and/or Capacity
 Assurance Program restrictions pursuant to the Consent Decree with Oregon DEQ and US EPA.
- This policy is recommended because of an identified need for future housing as highlighted in the Housing Capacity Analysis in conjunction with the moratorium on new development imposed by Sandy in October of 2022.

Implementation Steps

- City staff and legal representatives need to continue to meet with relevant stakeholders from state and federal agencies.
- City staff and engineering representatives to provide technical analysis of stream flow vs calendar dates approach.
- Grant of relief will provide the City wider latitude to mitigate the impact of the 2023 Consent Decree.

Timeframes

- For Adoption: 2025
- For Implementation: 2026
- For housing Impacts: 2027+

Estimated Magnitude of Impact

- Housing Type Impact: Increase in housing development across types.
- Housing Tenure Impact: Increase in rental and ownership units.
- <u>Income Demographic Served:</u> Extremely low to high income households (0-120%+ MFI)
- Housing Production Impacts: The development moratorium imposed in October 2022 and later limited by the September 2023 consent decree allows for limited development in the city of Sandy. The extent of housing impacts resulting from successful implementation of this strategy

would depend on what relief is provided, however, it is expected that the impact could be significant in allowing Sandy to produce the 2,400+ units called for in the City's latest housing capacity analysis.

Benefits

- <u>Low-income communities:</u> Assuming that this strategy is successful, and relief is provided to Sandy, there is expected to be a benefit to lower income households by providing more housing supply which will reduce housing costs over time. It is not anticipated that any negative consequences will result for low-income residents relative to baseline.
- <u>Communities of color:</u> As with low-income communities, Sandy's communities of color are also expected to benefit from an increase in housing supply driving down costs. It is not anticipated that any negative consequences will result for residents of color relative to baseline.
- <u>People with disabilities:</u> To the extent that Sandy is allowed to permit residential development, disabled residents will marginally benefit from modern, more accessible developments. This benefit can be made more significant should Sandy also pursue and adopt pre-approved plans that meet accessibility goals (discussed later in this document). No negative consequences will result for disabled residents relative to baseline.
- <u>Individuals experiencing houselessness:</u> Assuming successful implementation, this strategy will increase housing choice and the opportunity for new shelter or subsidized housing development that may benefit homeless residents of Sandy. This strategy, coupled with community partnerships and continued funding of the Community Services Officer (discussed later in this report), or the affordable housing construction excise tax policy strategy would result in added benefit to homeless residents of Sandy. It is not anticipated that any negative consequences will result for homeless residents relative to baseline.
- <u>Seniors:</u> Assuming successful implementation, this strategy would have a direct benefit to older residents of Sandy to the extent that there is desire to downsize (e.g., move from a single-family home to a more centrally located, smaller "middle housing" dwelling unit), as well as providing increased housing choice. It is not anticipated that any negative consequences will result for seniors in Sandy relative to baseline.

Revenue Impacts:

- The current development moratorium would be significantly modified or repealed. This would likely result in increased property tax revenue for the City's general fund and the affordable housing construction excise tax revenue fund as new housing construction occurs over time.
- Increased residential development and related population increase will result in additional demand and administrative costs for City services, such as police and general government.

B. Complete and adopt the wastewater system facility plan amendment. Description

- This strategy centers around the City adopting the November 2024 City of Sandy Facility Plan Amendment.
- The Wastewater System Plan amendment includes several alternatives the City may pursue to alleviate the wastewater discharge issue, which is at the root of the development moratorium preventing Sandy from approving new residential development.

Implementation Steps

- City staff will brief City Council members on the Amendment
- City staff will bring the Wastewater Facility Plan Amendment before City Council for adoption.
- City staff will identify the most feasible wastewater discharge alternative.
- City shall obtain funding for development of needed wastewater transmission improvements.

Timeframes

- For Adoption: 2025
- For Implementation: 2026
- For housing Impacts: 2027-2035+

Estimated Magnitude of Impact

- Housing Type Impact: Increase in housing across all types.
- Housing Tenure Impact: Increase in rental and ownership units.
- <u>Income Demographic Served:</u> Extremely low to high income households (0-120%+ MFI)
- <u>Housing Production Impacts</u>: The development moratorium imposed in October 2022 and later limited by the September 2023 consent decree allows for limited development in the city of Sandy. This strategy alone will not alleviate the moratorium, but it is a necessary step in securing a long-term solution to Sandy's wastewater discharge.
- Benefits and Burdens
 - This strategy will not have a negative or positive impact on residents of Sandy, but is a required strategy in modifying or repealing the moratorium on development.

Revenue Impacts:

Minimal revenue impact on the City's general fund in the near-term. In the long-term, adoption
of the Plan and implementing the preferred alternative will allow for additional housing units to
be constructed, generating system development charge revenue and additional rate revenue from
new rate payers.

C. Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.

Description

• To facilitate housing development, Sandy must address its wastewater capacity limitations. Rising utility costs pose a threat to housing affordability, with rates having increased substantially in recent years. This is a long-term challenge and without federal or state financial assistance, the City is limited in its ability to accommodate housing development as costs for system upgrades are estimated over \$200 million. The City will pursue federal and state funding including loans and grants to support system upgrades.

Implementation Steps

- The City will lead efforts to secure state and federal funding, coordinate with agencies, and oversee project implementation.
- Requires extensive interagency collaboration and advocacy, as well as detailed planning and environmental approvals.

Timeframes

- For Adoption: 2025
- For Implementation: 2026+
- For housing Impacts: 2031+

Estimated Magnitude of Impact

- <u>Housing Type Impact:</u> Once funding is secured and improvements are made, all housing types are expected to be added.
- Housing Tenure Impact: Increase in owner-occupied and renter-occupied units.
- Income Demographic Served: Extremely low to upper income households (0%-120%+ MFI)
- Housing Production Impacts: Significant, securing funding and eliminating the development moratorium could result in the production of the 2,400+ units called for in the Sandy HCA
- Benefits
 - <u>Homebuyers/renters:</u> Enables more housing to be built; potential for more affordable housing types.
- Burdens
 - Existing residents: Potential for increased costs to utility customers to fund upgrades (if funded through rate revenue); low-income residents may be particularly burdened by higher utility rates and system development charges.

Revenue Impacts:

• Substantial funding is needed for infrastructure upgrades; external grants and loans will play a critical role by helping limit the cost burden on local residents.

D. Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.

Description

• Once a preferred alternative identified and funding secured, Sandy will construct the necessary infrastructure improvements to eliminate the development moratorium.

Implementation Steps

- Finalize wastewater transmission plans.
- Solicit bids for construction of improvements identified.
- Award contract to winning proposer.
- Complete wastewater transmission project, with approvals from Oregon DEQ.

Timeframes

- For Adoption: 2026+
- For Implementation: 2030+
- For housing Impacts: 2032+

Estimated Magnitude of Impact

- <u>Housing Type Impact:</u> Once funding is secured and improvements are made, all housing types are expected to be added.
- Housing Tenure Impact: Increase in owner-occupied and renter-occupied units.
- Income Demographic Served: Extremely low to upper income households (0%-120%+ MFI)
- <u>Housing Production Impacts:</u> Significant, securing funding and eliminating the development moratorium could result in the production of the 2,400+ units called for in the Sandy HCA.
- Benefits
 - <u>Homebuyers/renters:</u> Enables more housing to be built; potential for more affordable housing types.
- Burdens
 - Existing residents: Potential for increased costs to fund upgrades (if funded through loans); low-income residents may be particularly burdened by high fees.

Revenue Impacts:

• Significant revenue impact to the wastewater fund.

E. Improve the wastewater treatment plant and related system infrastructure. Description

• Complete wastewater treatment plant improvements necessary to secure approval from EPA and DEQ to raise the City's Consent Decree Capacity Assurance Program Limit by 190 equivalent residential units (ERUs).

Implementation Steps

- Identify wastewater treatment plan improvements necessary to receive additional development capacity.
- Solicit bids for construction of improvements identified.
- Award contract to winning proposer.
- Complete wastewater treatment plant project, pass approvals by DEQ.

Timeframes

- For Adoption: 2025
- For Implementation: 2026
- For housing Impacts: 2027

Estimated Magnitude of Impact

- <u>Housing Type Impact:</u> Once funding is secured and improvements are made, all housing types are expected to be added.
- Housing Tenure Impact: Increase in owner-occupied and renter-occupied units.
- <u>Income Demographic Served:</u> Extremely low to upper income households (0%-120%+ MFI)
- <u>Housing Production Impacts:</u> A portion of the 190 ERUs will be allocated to new dwelling units once this improvement is completed and it passes DEQ/EPA.
- Benefits
 - <u>Homebuyers/renters:</u> Enables more housing to be built; potential for more affordable housing types.
- Burdens
 - Existing residents: None, as this is funded by federal American Rescue Plan Act (ARPA) funds.

Revenue Impacts:

• This project is primarily being funded by federal American Rescue Plan Act (ARPA) funds and has limited financial impact on local residents and developers. In the medium and long term, the additional capacity will allow for development in Sandy which will result in additional SDC revenues.

F. Implement a local affordable housing Construction Excise Tax (CET). Description

- A CET is a tax on construction permits to fund affordable housing programs. If the City were to adopt a CET, the tax would be set up to 1% of the construction permit valuation on residential construction and a to be determined rate on commercial and industrial construction. CET funds can be used to pay for a variety of affordable housing programs and incentives.
- This policy would allow the City to accumulate funding for future housing development opportunities, such as land purchases and SDC buydowns for qualifying developments.

Implementation Steps

- The City would be responsible for designing the tax structure, adoption by the City Council, implementing collection procedures, and managing the funds generated.
- This would require coordination with the Development Services Department and City Administration to collect funds, manage funds, and distribute funds to qualifying developments.
- Near-term stakeholder outreach is needed to address any concerns from the development community.

Timeframes

- For Adoption: 2028
- For Implementation: 2029
- For housing Impacts: 2030+

Estimated Magnitude of Impact

- <u>Housing Type Impact:</u> Future impact across all housing types, with primary focus on leveraging middle housing development in the city.
- Housing Tenure Impact: Owners and/or renters depending on program criteria.
- <u>Income Demographic Served:</u> Low- and moderate-income households. Depending on program criteria, housing could focus on specific populations.
- Housing Production Impacts: Small to Moderate, depending on funding available.
- Benefits
 - <u>Low-income communities:</u> More affordable housing in targeted areas, depending on how funds are used by the City.
 - <u>Communities of color:</u> More affordable housing possible, especially if funds are used to produce demographic-specific housing.
 - <u>Individuals experiencing houselessness:</u> Once funds have accumulated, they may be used on shelters or affordable housing developments which would be a direct benefit to the houseless people in Sandy.
 - Affordable housing developers: Additional funding for affordable housing projects.

• Burdens

- <u>Market-rate developers:</u> Increased project costs that could be passed on to buyers or renters.
- <u>Buyers/renters of market rate housing:</u> Increased rents/sales prices if the tax is passed to the end user.

Revenue Impacts:

- Implementation costs are relatively low, primarily involving administrative setup, which can be paid from CET funds.
- The City is likely to generate significant funding from new developments once the moratorium is lifted. Example: every 100 new dwelling units in Sandy would generate +/- \$300,000 in CET funds.

G. Amend the zoning code to allow additional middle housing options. Description

- Allow middle housing to be developed in more zones throughout the city.
- Middle housing types can provide a range of needed housing. Examples include duplex, triplex, quadplex, or other attached unit types.
- This policy is recommended because of the need for smaller scale, more affordable housing units documented in the HCA and the Contextualized Housing Needs Analysis.

Implementation Steps

- Determine the need for consultant assistance for public outreach or technical analysis.
- The City would amend development codes and streamline permitting for new middle housing.
- The City would conduct research, engage stakeholders, and identify potential incentives.
- Requires the Planning Commission to review and the City Council to adopt code modifications.

Timeframes

- For Adoption: 2030
- For Implementation: 2032
- For housing Impacts: 2033+

Estimated Magnitude of Impact

- Housing Type Impact: Increase in middle housing options.
- <u>Housing Tenure Impact:</u> Increase in rental units as well as "starter home" ownership and opportunities and downsizing opportunities for "empty nesters".
- <u>Income Demographic Served:</u> Extremely low to low-income households (0-80% MFI)
- Housing Production Impacts: Increased infill housing production with the potential for greater impact if incentives such as construction excise taxes are adopted in conjunction with this strategy.
- Benefits
 - Low-income communities: Direct benefit to middle-income households in a market-rate setting. Sandy could also provide incentives for development of middle housing aimed at lower income households. Some middle housing types may also provide home ownership opportunities to residents who may not otherwise be able to afford to buy a home in Sandy, increasing housing choice for residents of a broad income spectrum. This strategy does potentially burden low-income communities with an increased risk of displacement in areas where middle housing development is allowed.
 - <u>Communities of color:</u> An indirect benefit is expected given that households of color in Sandy are more likely to be renters and this style of development is likely to increase the amount and variety of housing choice. This benefit could be twofold given that, as stated

- above, some middle housing types can provide home ownership opportunities that may not otherwise be available in Sandy.
- <u>Individuals experiencing houselessness:</u> Taken alone this policy will not provide a direct benefit to Sandy's houseless population. The City could consider providing incentives to nonprofits that work with houseless residents on a case-by-case basis which would provide a direct benefit.
- Seniors: To the extent that there is desire to downsize (e.g. move from a single-family home to a more centrally located, higher-density home), middle housing development will benefit Sandy's seniors. In addition, several other communities in Oregon have seen the development of middle housing developments targeted towards seniors (especially lower-income seniors), which could provide additional affordable housing choice. To the extent that these developments are allowed adjacent to amenities, seniors could also benefit from greater access to services.
- **Developers:** Potential incentives to support development
- Burdens
 - <u>Current property owners:</u> May create design conflicts with some adjacent existing lowdensity detached homes.

Revenue Impacts:

- Increased density in single family zones may result in an increase in infrastructure system efficiencies and a relatively positive return on public investment per buildable acre (compared with lower density single family detached homes).
- Increases in residential population may result in an increased need for City services.

H. Promote accessible design standards.

Description

- The City would provide accessible design guidelines that meet standards like Universal Design or Lifelong Housing Certification.
- The City would explore regulations that either require a certain percentage of new units to be ADA accessible—e.g., 10% of units—or the City would provide incentives in the development code to increase the number of units designed to meet Universal Design, Lifelong Housing Certification, and other similar standards.
- Examples of potential incentives include: planning and building fee reductions, system development charge deferrals, and density or building height bonuses. This policy is recommended based on conversations with housing providers and more accurately reflects modern townhome construction practices.
- This policy directly addresses the demonstrated need for housing that are accessible to seniors and residents with disabilities.

Implementation Steps

- The City could design or adopt pre-approved plans.
- The City could develop and implement incentives or requirements for accessible design in new developments.
- This might involve modifications to the Development Code.
- Incentives generally well received but requirements may generate developer concern.

Timeframes

- For Adoption: 2029
- For Implementation: 2030
- For housing Impacts: 2031+

Estimated Magnitude of Impact

- <u>Housing Type Impact:</u> Ideally among all types with particular focus on single-family detached and multifamily housing.
- Housing Tenure Impact: Renters and owners.
- <u>Income Demographic Served:</u> Low to upper income residents (50-120%+% MFI)
- Housing Production Impacts: Increased development of housing accessible to all residents of Sandy.
- Benefits
 - People with disabilities and Seniors: Increased access to housing that meets their needs.
- Burdens
 - **Developers:** May face higher construction costs to meet accessibility standards, which could impact overall affordability.

• Renters/homeowners: Higher costs may be passed on to the end user.

Revenue Impacts:

• Costs could include plan development which will primarily be staff and attorney time. This primarily involves policy changes and can be implemented through existing development review processes.

I. Monitor and require registration for short-term rentals.

Description

- To mitigate the potential impact of short-term rentals (STRs) on housing availability and affordability, the City can implement regulations on short-term rentals starting with mandatory registration and the collection of Transient Lodging Taxes. As part of this process, the City would monitor STR activity to assess its effects on local housing supply.
- Based on the findings, the City could implement additional measures, such as limiting the
 number of STRs, restricting their operation to certain zones, or requiring owner occupancy. The
 City could also consider defining different types of STRs and setting occupancy limits to prevent
 adverse effects on the long-term rental market.
- This strategy addresses the need for more rental housing observed in the HCA.

Implementation Steps

- Determine the need for consultant assistance for public outreach or technical analysis.
- Develop short-term rental regulations and adopt them through required public hearings.
- Maintain and monitor database and collect registration fees.

Timeframes

- For Adoption: 2026
- For Implementation: 2026
- For housing Impacts: 2027

Estimated Magnitude of Impact

- Housing Type Impact: Increase in available units for Sandy residents.
- Housing Tenure Impact: Increase in long-term rental units and potentially ownership units.
- Income Demographic Served: Extremely low to high-income households (0-120% MFI)
- Housing Production Impacts: Likely not applicable.
- Benefits:
 - Residents: Increased availability of long-term rental units and/or houses for homeownership.
 - City: Additional revenue from transient lodging taxes.
- Burdens:
 - **STR owners:** New regulatory requirements and potential limitations.
 - <u>Tourists:</u> Possible reduced availability of short-term accommodations.

Revenue Impacts:

- Revenue from STR registration fees can offset initial setup costs.
- Revenue from STR taxes can offset tourism impacts.

J. Support preservation of manufactured home and mobile home parks. Description

- Preserve and support development of existing manufactured housing parks because they play a significant role in providing naturally occurring affordable housing.
- Should an owner consider selling the manufactured home park, work with residents to preserve the park through a co-op ownership approach or nonprofit ownership.
- Take advantage of Oregon Housing and Community Services (OHCS) Manufactured Dwelling Park Loan program to preserve manufactured home parks up for sale.
- Develop connections with organizations that provide support for manufactured home park preservation including Oregon Housing and Community Services (OHCS), Network for Oregon Affordable Housing, Banner Bank, and Community Development Financial Institutions (CDFIs).
- This policy is recommended based on Sandy resident's desire for affordable home ownership opportunities.

Implementation Steps

- Partner with organizations listed above and the Clackamas County Housing Authority to support preservation efforts.
- Inventory and monitor manufactured home parks in the Sandy UGB.

Timeframes

- For Adoption: 2028
- For Implementation: 2029
- For housing Impacts: 2030+

Estimated Magnitude of Impact

- Housing Type Impact: Increase in naturally occurring affordable housing.
- Housing Tenure Impact: Maintenance of affordable home ownership options.
- Income Demographic Served: Extremely low to medium-income households (0-100% MFI).
- Housing Production Impacts: Limited housing production impacts will result from this strategy.
- Benefits
 - <u>Low-income communities:</u> The impact of this strategy on low-income residents living in a mobile home park that is for sale. This strategy will also maintain mobile home parks and protect naturally occurring housing for low-income Sandy residents.
- Burdens
 - Mobile Home Park owners: Potential restrictions on redevelopment opportunities

Revenue Impacts:

• Costs are limited to staff time and minimal public outreach expenses.

K. Utilize surplus public land for housing development.

Description

- The City would periodically conduct an inventory of City-owned land to identify surplus parcels suitable for affordable housing. Additionally, the City would collaborate with the County, State, and School District to identify other publicly owned land that may be repurposed for housing.
- Specifically, this policy aims to leverage public ownership of a developable parcel into housing affordability concessions from developers. This could include deed-restricted affordable units.
- This policy will help the City prepare for housing development opportunities in anticipation of the eventual repeal of the development moratorium.
- This policy addresses residents' desires for more attainably priced rental and home ownership opportunities.

Implementation Steps

- Inventory public-owned land in the Sandy UGB.
- Identify appropriate surplus sites that are vacant or underutilized.
- Reach out to public-sector landowners, determine interest, and negotiate land disposition agreements.
- Conduct highest/best use site redevelopment feasibility studies. Issue RFPs to seek private or non-profit development of housing on government and special district owned surplus properties.

Timeframes

- For Adoption: 2029
- For Implementation: 2030
- For housing Impacts: 2031+

Estimated Magnitude of Impact

- Housing Type Impact: Middle-to-high-density, depending on parcel conditions.
- Housing Tenure Impact: Increase primarily in multifamily rental units.
- Income Demographic Served: Extremely low to medium-income households (0-100% MFI).
- <u>Housing Production Impacts:</u> Increased infill housing production. Scale is dependent on availability of sites.
- Benefits
 - <u>Low-income communities:</u> Assuming efforts are successful, low-income households are likely to be the beneficiaries of any negotiated deed-restricted affordable housing.
 - <u>Individuals experiencing houselessness:</u> Assuming this strategy successfully leverages deed-restricted affordable housing, Sandy's homeless population will benefit to the extent that they qualify.
- Burdens

• <u>Broader community:</u> Public-owned land used for housing would not be available for other City, government or special district priorities.

Revenue Impacts:

- The City will expend some staff time coordinating this effort.
- Land disposition would not require additional City funds.

L. Expand partnership with local service providers and continue to fund the Community Services Officer to support the homeless population.

Description

- City staff will work with community-based organizations to support the local homeless population by enhancing collaboration on housing solutions.
- Coordinate with existing Clackamas County entities such as the Clackamas County Housing Authority, to address the supply of affordable housing and to assist those experiencing homelessness.
- Partner with Clackamas County Health, Housing and Human Services (H3s) Divisions to support housing programs in and around Sandy to alleviate housing cost burden and displacement.
- Partner with the Clackamas County Housing and Homelessness Task Force to find ways to secure a clear path to shelter and reduce wait times for those experiencing homelessness.
- This policy reflects Sandy resident's desire for the City to take actionable steps to incentivize affordable housing as well as the construction of attainably priced rental housing.
- Sandy may also retain the Community Services Officer position to help coordinate these efforts.

Implementation Steps

- Identify agencies and organizations that can help the City address the needs of those at risk of losing their housing.
- Reach out and hold meetings with relevant County staff and local service providers.
- Identify a permanent funding source for the Community Services Officer.

Timeframes

- For Adoption: 2026
- For Implementation: 2026
- For housing Impacts: 2026+

Estimated Magnitude of Impact

- Housing Type Impact: Potential increase in shelter and transitional housing types.
- <u>Housing Tenure Impact:</u> Potential increase in temporary group quarters housing. Maintaining access to rental and ownership housing for those at risk.
- Income Demographic Served: Extremely low to low-income households (0-80% MFI)
- Housing Production Impacts: Potential for increase in shelter and group quarters housing.
- Benefits
 - <u>Low-income communities:</u> To the extent that resources are provided through a partnership, low-income residents at risk of losing their housing will benefit.
 - <u>Individuals experiencing houselessness:</u> Assuming that this strategy results in increased provision of resources, there will be a direct, substantial benefit for houseless residents of Sandy, particularly housing navigation and financial resources.

- Burdens
 - <u>Broader Community:</u> Requires funding resources which could otherwise be available to pursue other City priorities.

Revenue Impacts:

• Requires sustained funding for service delivery and housing assistance programs.

V. ACHIEVING FAIR & EQUITABLE

Housing Outcomes

Location of Housing

Many of the recommended housing policies in this HPS would result in an increase in compact, residential development which will have a positive impact on housing affordability more broadly. Pursuing these strategies will result in higher density development through a mix of regulatory and financial incentives. Policies expected to have a positive impact on location of housing considerations include the following.

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- Complete and adopt the wastewater system facility plan amendment.
- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- Improve the wastewater treatment plant and related system infrastructure.
- Amend the zoning code to allow additional middle housing options.
- Support preservation of manufactured home and mobile home parks.
- Utilize surplus public land for housing development.

Fair Housing and Housing Choice

Many policies recommended in the HPS will result in an increase in the supply of housing at various price-points and locations throughout Sandy. While none of these policies explicitly require increased access to federally protected classes it is expected that an increase in supply will indirectly provide increased access to all residents of Sandy. It is also expected that the increase of supply will occur throughout the city, providing access to neighborhoods with high-quality community amenities, schooling, employment and business opportunities, and a healthy and safe environment. Policies expected to positively impact fair housing and housing choice considerations include the following.

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- Complete and adopt the wastewater system facility plan amendment.

- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- Improve the wastewater treatment plant and related system infrastructure.
- Amend the zoning code to allow additional middle housing options.
- Promote accessible design standards.
- Support preservation of manufactured home and mobile home parks.
- Utilize surplus public land for housing development.

Housing Options for Residents Experiencing Homelessness

Many of the policies recommended by the HPS would have a direct impact on housing options for residents experiencing homelessness, specifically strategies aimed at increasing the amount and variety of housing available in the City and preserving mobile home parks. Strategy L directly calls for building connections to services, shelter, and dedicated staffing for Sandy's residents experiencing homelessness. At full implementation of strategy L, these services would be provided locally, allowing residents of Sandy who are experiencing homelessness to remain where they are most comfortable. In addition, strategies A through E are aimed at mitigating the moratorium on development in Sandy, a prerequisite for any development that may address the housing needs of homeless residents in Sandy. A summary of strategies aimed at improving housing options for homeless residents of Sandy are as follows:

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- Complete and adopt the wastewater system facility plan amendment.
- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- Improve the wastewater treatment plant and related system infrastructure.
- Amend the zoning code to allow additional middle housing options.
- Promote accessible design standards.
- Support preservation of manufactured home and mobile home parks.
- Utilize surplus public land for housing development.
- Expand partnership with local service providers and continue to fund the Community Services Officer to support the homeless population.

Affordable Homeownership and Affordable Rental Housing

Several policies recommended in the HPS would have a direct impact on the provision of affordable housing. More affordable rental units will be realized by increasing middle housing options. Examples of policies that will increase affordable rental and ownership housing options include the following.

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- Complete and adopt the wastewater system facility plan amendment.
- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- Improve the wastewater treatment plant and related system infrastructure.
- Amend the zoning code to allow additional middle housing options.
- Promote accessible design standards.
- Monitor and require registration for short-term rentals.
- Support preservation of manufactured home and mobile home parks.
- Utilize surplus public land for housing development.

Gentrification, Displacement, and Housing stability

Policies throughout the HPS are aimed at improving housing stability and preventing displacement as new development occurs in Sandy. In part, this issue is addressed by simply providing a variety of housing types, tenures, and price points so that residents can continue to reside in Sandy as their needs change. However, to completely address the risks of displacement and housing instability, the City will need to be more proactive than simply providing the opportunity for housing development. Sandy will have to incentivize and pursue the development of deed restricted housing, actively maintain naturally occurring affordable housing, and conduct outreach to residents facing housing instability. Policies expected to positively impact fair housing and housing choice considerations include the following.

- Pursue accommodation from the State of Oregon to ensure additional housing development can be provided within the current UGB by making science-based improvements to the City's NPDES Permit.
- Complete and adopt the wastewater system facility plan amendment.
- Pursue non-local funding for wastewater system improvement projects to keep utility rates affordable.
- Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.
- Improve the wastewater treatment plant and related system infrastructure.

- Amend the zoning code to allow additional middle housing options.
- Promote accessible design standards.
- Monitor and require registration for short-term rentals.
- Support preservation of manufactured home and mobile home parks.
- Utilize surplus public land for housing development.

MEASURING STRATEGY IMPLEMENTATION AND PROGRESS

As stipulated in ORS 660-008-0050, a city's first HPS report must include measurements of progress towards housing outcomes made by the City.

Sandy will be required to report progress on HPS goals to DLCD every four years from HPS adoption. This report must include the following elements:

- A summary of the actions already taken by the City to implement the Strategies to Meet Future Housing Need adopted in the City's most recent Housing Production Strategy Report. If the City has not implemented Strategies to Meet Future Housing Need on the schedule adopted in their most recent Housing Production Strategy Report, the City must provide an explanation of the circumstances or factors that posed a barrier to implementation and a plan for addressing the identified need that the strategy addressed.
- A reflection of the relative efficacy of the strategies adopted through the HPS. This section requires the City to report progress observed in addressing housing needs in Sandy and discussing how adopted HPS strategies may have impacted the changes observed.
- A reflection of the actions taken in response to the factors discussed above (e.g. progress towards fair housing or mitigation of displacement).

With the goal of statutory compliance and ease of reporting progress in mind, the following are recommended metrics for the City to monitor annually.

Affordability Metrics

- Citywide median rent
- Citywide median home value
- Estimated median cost of new housing
- Estimated median rent for new development

Provision of New Needed Housing

- Tracking the number and type of new units developed in Sandy
- To the extent possible, new units constructed by location
- To the extent possible, new units constructed by zone
- Number of new units constructed in mixed use developments

• Number of new middle housing units constructed

Other Considerations

- Average density of development in low, medium, and high-density zoning districts
- New housing for homeless residents by type (e.g., shelter, permanent supportive housing, subsidized, etc.)

APPENDIX A: CONTEXTUALIZED

HOUSING NEEDS ANALYSIS

Across Oregon, many low- and middle-income households face challenges in finding affordable and suitable housing. Beyond affordability, some households also struggle to find homes that meet specific needs, such as accessibility for people with disabilities, multigenerational living spaces, or housing with support services. Housing discrimination further limits options for certain groups, contributing to substantial unmet housing needs across the state.

A Housing Production Strategy (HPS) aims to address these unmet needs by focusing on actions that promote the production of affordable housing across all income levels, preserve existing affordable housing, enhance housing stability, provide options for individuals experiencing homelessness, and advance Fair Housing initiatives.

Before developing strategies to encourage affordable housing, the City of Sandy first needed to assess the unique housing needs of its residents. While the Sandy Housing Capacity Analysis (HCA), completed in 2024, provided valuable insights into housing needs based on demographic factors like age and income, the HPS takes a broader approach. The HPS examines housing needs through additional lenses, including race, ethnicity, disability status, and homelessness.

This appendix summarizes key findings from the HCA and supplements it with detailed data on housing needs for various demographic groups. Drawing on engagement as well as sources such as the U.S. Census, Oregon Housing and Community Services, HUD, Costar, and City data, this appendix contextualizes Sandy's housing needs beyond the scope of the HCA, fulfilling the requirements for the HPS.

UNDERSTANDING HOUSING NEEDS IN SANDY

Like other Oregon communities, many households in Sandy face housing affordability challenges. The following appendix summarizes key findings about Sandy housing needs with the focus on the populations facing housing affordability issues.

Every household desires housing that is affordable to them. Therefore, when defining housing needs in Sandy, we begin with affordability for both current and future residents. However, housing needs extend beyond affordability and must also address the specific requirements of each household, including factors like household size and composition, age, disability status, and the relationships between household members.

Additionally, housing needs are shaped by location, impacting access to transportation and proximity to essential services. Many households desire housing close to schools, workplaces, and amenities such as retail, medical services, parks, and open spaces. Access to transit services, bicycle infrastructure, and pedestrian infrastructure are also important for many households.

Another critical aspect of housing need is access to housing free from discrimination, which is a right that is protected under federal Fair Housing law. Oregon and its cities have a legal responsibility to Affirmatively Further Fair Housing (AFFH). The Sandy HPS considers AFFH requirements when evaluating the City's existing policies and developing actions to be included in a strategy.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

AFFH requires jurisdictions to take meaningful steps to overcome historical segregation and create inclusive communities free from barriers based on protected characteristics, including race, color, national origin, religion, sex, familial status, and disability. Oregon also protects additional classes: sexual orientation, gender identity, age, and marital status.

AFFH requires jurisdictions to understand and address Oregon's long history of discrimination that precluded many people from accessing housing and homeownership. The Fair Housing Council of Oregon (FHCO) is a statewide civil rights organization that advocates for housing justice, equity, and inclusion. Their report, <u>State of Fair Housing in Oregon 2014-2022</u>, provides information about housing discrimination across Oregon. The key findings of the report are:

- FHCO receives about 2,000 housing complaints annually, though they estimate only 10% of discriminatory acts are reported.
- » Complaints most commonly come from people with disabilities, people of color, and women, with many involving multiple protected classes.
- » Common discrimination issues include failure to provide reasonable accommodation for disabilities, unfair lease terms, tenant harassment, refusal to rent (especially to Section 8 voucher holders), and evictions.

HOUSING NEED KEY FINDINGS

Sandy must plan for 2,424 new housing units through 2043 to accommodate a projected 6,350 new residents. This growth will necessitate a diverse array of housing types affordable across all income levels. Forecasts point towards a need for greater variety in housing types, with a heightened emphasis on multi-dwelling and attached housing types. The challenge of providing more housing supply in Sandy is hampered due to current limitations on new development due to wastewater treatment capacity constraints and state discharge permitting requirements. The HCA found that Sandy would need to add units in the following categories of housing type:

- Single-Family Detached: 1,454 units to be added by 2043
- Single-Family Attached: 170 units to be added by 2043

- **Duplex, Triplex, Quadplex:** 121 units to be added by 2043
- Multifamily: 679 units to be added by 2043

Housing costs in Sandy have risen substantially in recent years, consistent with national trends. Between 2014 and 2024, Sandy's average multifamily dwelling asking rent increased 49% from \$1,086 per month to \$1,614 per month, excluding utilities). Sandy's median home sales price increased 133% between 2014 and 2024 from \$215,000 to \$502,000.

Using U.S. Housing and Urban Development standards for housing affordability, a household earning 100% of median family income (MFI) for a family of four in Sandy (\$116,900) can afford monthly housing costs of about \$2,920. Exhibit 1 shows financially attainable housing across income levels, based on the standard that households should spend no more than 30% of their gross income on housing (including utilities). Households exceeding this threshold may struggle to afford other essentials.

Exhibit 1. Financially Attainable Housing by MFI for Clackamas County, 20241



Source: Source: Department of Housing and Urban Development, Portland MSA, 2024. Oregon Employment Department (2023 wage estimates)

Recent Census data shows that there were 692 households in Sandy with income levels at 30% or less of the MFI (less than \$35,000 per year). Affordable rents for these very low-income households are under \$900 per month (**Exhibit 1**). **Exhibit 2** shows that 31% of Sandy's households had incomes less than 60% of MFI (\$70,140). At that income level, the affordable rent would be below \$1,754 per month.

¹ Affordable home sales prices are illustrative estimates and do not make assumptions about specific interest rates, amount of down payment, whether mortgage insurance will be required, or other factors that are unique to an individual household's mortgage. These are based on income only and do not consider accumulated wealth or debt.

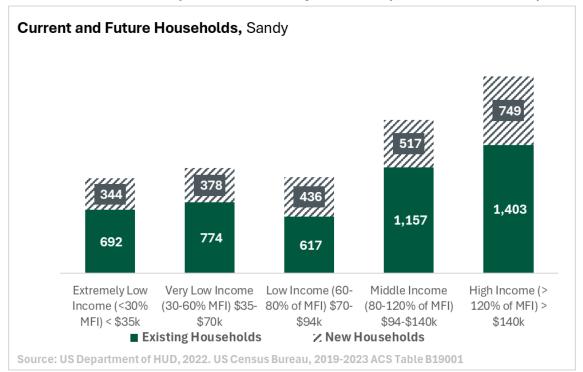


Exhibit 2: Sandy's Current and Existing Households by MFI for Clackamas County

Low-income households in Sandy have few housing options. Costs for both rental and ownership of housing are much higher than many residents can afford. In Sandy, a household must make 129% of MFI (\$151,000) to afford the median sales price of a home (\$507,000). To afford the average apartment rent plus utilities (\$1,850) a household must earn 63% of MFI (\$74,000). About 80% of Sandy's housing stock is single family detached housing which is often more expensive than attached housing or multifamily housing types.

About a quarter of households in Sandy pay more than 30% of their income on housing due to limited affordable housing options. Because Sandy must limit housing production due to wastewater treatment capacity constraints and state permitting requirements, there are limits on new housing to meet market rate demand as well as income-restricted affordable housing.

About a quarter of households in Sandy have sufficient income to afford the median home sales price of \$502,000.

About one-third of Sandy households are unable to afford the average rent.

Sandy residents have a variety of housing needs, with some populations facing more barriers to accessing housing. These challenges often stem from potential discrimination, as well as

socioeconomic factors. To gain a better understanding of housing needs in Sandy, the project team conducted interviews with service providers and obtained feedback from the City Council, Planning Commission, and City staff.

This community feedback revealed several key issues for the following groups:

Latino Population: Many Latino residents in Sandy work in agriculture, which tends to be a lower-wage occupation. Many households have children and may need larger housing sizes. Some Latino residents choose to live in Sandy due to the perception of increased safety relative to other areas in the Portland Metro region.

People Experiencing Homelessness: This group in Sandy includes local youth, lower-income workers, individuals on social security, and those without jobs. Some of this population faces mental health

WHAT IS COST BURDEN?

A household is defined as cost burdened if their housing costs exceed 30% of their gross income.

A household that spends 50% or more of their gross income on housing costs is said to be severely cost burdened.

and addiction challenges. These individuals often need access to emergency and transitional housing with services. There is perceived community resistance to homeless services in Sandy, which complicates efforts to address their needs.

Seniors: Many seniors need help accessing available resources, especially as information and applications move online. Some seniors struggle with mental health issues related to loneliness and isolation. Those seniors on fixed incomes face challenges with rising property taxes, housing maintenance, and utility costs, even if they've paid off their homes. Some seniors want to remain in the community and need support to age in place. A local assisted memory care facility recently closed, reducing available services.

Young Families and Single Parents: Many households in Sandy require multiple jobs to make ends meet, which is especially challenging for single parents. One-income families are increasingly turning to supportive services, like the Sandy Community Action Center, due to rising costs. Childcare costs are also a significant burden.

Housing affordability is a major concern across these groups. Many low-income households indicated that they need to prioritize which bills to pay and may rely on support services like the Sandy Community Action Center and energy assistance so that they have enough money to cover their mortgage or rent. The already high cost of utilities in Sandy is expected to rise further due to challenges with wastewater and water systems, exacerbating affordability issues.

These findings underscore the need for focused efforts to address the unique housing challenges faced by lower-income residents in Sandy.

Exhibit 3 underscores the demographic scale of need for these family cohorts and potential policy actions to meet those needs.

Exhibit 3. Populations with Unmet Housing Needs

TARGET POPULATION	SCALE OF NEED	MEETING FUTURE NEED
Extremely Low Income (<30% MFI)	15% of total households • 692 existing households • 344 new households by 2043 Afford up to \$875 per month	New subsidized housing; preserving existing income-restricted housing
Very Low Income (30% to 60% MFI)	17% of total households • 774 existing households • 378 new households Afford up to \$1,750 per month	New subsidized housing; preserving existing "naturally occurring affordable housing"
Low Income (60% to 80% MFI)	 13% of total households 617 existing households 436 new households Afford up to \$2,340 per month 	New subsidized housing; preserving existing "naturally occurring affordable housing"
Middle Income (80% to 120%)	25% of total households 1,157 existing households 517 new households Afford up to \$3,500 per month	New market-rate rental housing and smaller market rate homes for ownership; preserve existing smaller, older homes
People of Color (POC), including Latino	18% of existing households The largest community of color is Latino, accounting for 691 people in Sandy.	Increased access to affordable housing options; housing for larger households; access to housing without discrimination
People with a Disability	12% of Clackamas County's population have a disability ² Housing need: 290 new units (12% of total need)	Housing with design standards that meet their needs; access to housing without discrimination; access to services; access to public transportation
People Experiencing Homelessness	Estimated 571 individuals in Clackamas County as of 2022. Estimated 10 adults and 40 youth in Sandy as of 2023.	Emergency assistance and shelter; permanent supportive housing; deeply affordable units; access to housing without discrimination
Seniors	19% of Sandy's population is over 60 years old (2,391 people)	Access to affordable housing options; access to supports to "age in place", homes in intergenerational communities, access to services and transportation; support accessing resources
Young families and single-parent households	TBD	Increased access to affordable housing options; access to affordable childcare

² The sample size provided by the U.S. Census for Sandy is too small to provide an accurate count of persons with disabilities; so instead Clackamas County data is used to approximate population counts in this cohort.

Demographic and Socio-Economic Characteristics Affecting Sandy's Housing Needs

This section identifies future housing needs for people in Sandy by age, race and ethnicity, disability, household size and composition, and household income.

Data Used in this Analysis

Throughout this analysis, data is relied upon using multiple well-recognized and reliable data sources. One of the key sources for housing and household data is the U.S. Census. This report primarily uses data from three Census sources:3

The Decennial Census, which is completed every ten years and is a survey of all households in the United States. The Decennial Census does not collect more detailed household information, such as income, housing costs, housing characteristics, and other important household information.

The American Community Survey (ACS), which is completed every year and is a sample of households in the United States. The ACS collects detailed information about households, including demographics (e.g., number of people, age distribution, ethnic or racial composition, country of origin, language spoken at home, and educational attainment), household characteristics (e.g., household size and composition), housing characteristics (e.g., type of housing unit, year unit built, or number of bedrooms), housing costs (e.g., rent, mortgage, utility, and insurance), housing value, income, and other characteristics. The most up-to-date ACS data available for the HCA was for the 2016-2020 period. For readability throughout the report, we refer to the 2016-2020 ACS period as 2020. We included updates to the ACS data for the 2019-2023 ACS period, for the purpose of the HPS. This data is referred to as 2023 data for readability.

Comprehensive Housing Affordability Strategy (CHAS), which is custom tabulations of American Community Survey (ACS) data from the US Census Bureau for the US Department of Housing and Urban Development (HUD). CHAS data show the extent of housing problems and housing needs, particularly for low-income households. CHAS data are typically used by local governments as part of their consolidated planning work to plan how to spend HUD funds and for HUD to distribute grant funds. The most up-to-date CHAS data covers the 2015-2019 period, which is a year older than the most recent ACS data for the 2016-2020 period.

This report uses Census and ACS data because, despite the inherent methodological limits, they represent the most thorough and accurate data available to assess housing needs. We consider these limitations in making interpretations of the data and have strived not to draw conclusions beyond the quality of the data.

³ The American Community Survey (ACS) is a national survey that uses continuous measurement methods. It uses a sample of about 3.54 million households to produce annually updated estimates for the same small areas (census tracts and block groups) formerly surveyed via the Decennial Census long-form sample. All ACS data are subject to sample variability or "sampling error" that is expressed as a band or "margin of error" (MOE) around the estimate.

Regional and Local Demographic Trends May Affect Housing Need in Sandy

Demographic trends that might affect the key assumptions used in the baseline analysis of housing need are (1) the aging population, (2) changes in household size and composition, and (3) increases in diversity.

An individual's housing needs change throughout their life, with changes in income, family composition, and age. The types of housing needed by a 20-year-old college student differ from the needs of a 40-year-old parent with children, or an 80-year-old single adult. As Sandy's population ages, different types of housing will be needed to accommodate older residents. As shown in **Exhibit** 4, demographic changes in households lead to changes in housing needs over time.

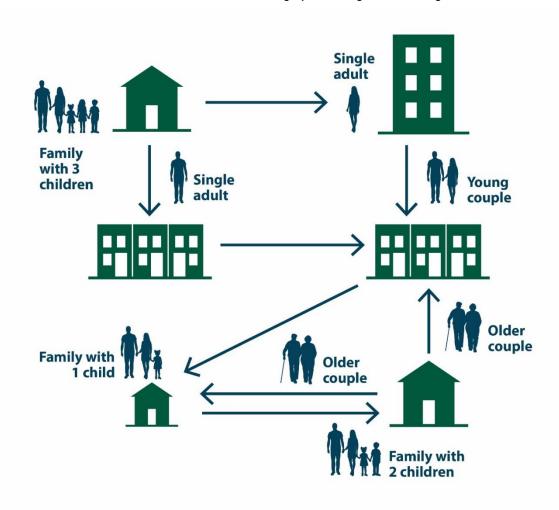


Exhibit 4. Effect of Demographic Changes on Housing Need

Sandy's Population is Growing

Sandy's population growth will drive future demand for housing in the city over the planning period.

Exhibit shows that Sandy's population grew by 140% between 2000 and 2024, adding 7,548 new residents at an average annual growth rate of 3.7%. Population in Sandy has been increasing 3-4 times faster than the growth that has been occurring in Clackamas County and Oregon.

Exhibit 5. Population, Sandy, Clackamas County, Oregon, U.S., 2000, 2010, 2023

Population Trends				Change		
	2000	2010	2024	Number	Percent	AAGR
Oregon	3,421,399	3,831,074	4,263,385	841,986	25%	0.9%
Clackamas County	338,391	375,992	426,567	88,176	26%	1.0%
Sandy	5,385	9,570	12,933	7,548	140%	3.7%

Source: US Decennial Census 2000 and 2010, and Portland State University, Population Research Center.

Age of People in Sandy

Sandy has a younger population compared to Clackamas County and Oregon, with a larger proportion of working-age people under 39 years old. The fastest growing age group from 2010-2023 was people aged 40-59. This growth of Gen X and baby boomers will drive demand for affordable ownership units, housing with enough bedrooms, as well as affordable downsizing opportunities such as townhouses, and plexes in walkable neighborhoods.

While Sandy currently has a smaller senior population than the county overall, the forecast shows the 60+ age group will grow substantially in the coming decades. Senior households will make a variety of housing choices, including remaining in their homes as long as they are able, downsizing to smaller single-family homes (detached and attached) or multi-dwelling units, or moving into group housing (such as assisted-living facilities or nursing homes) as they age. The challenges aging seniors face in continuing to live in their community include changes in health-care needs, loss of mobility, the difficulty of home maintenance, financial concerns, and increases in property taxes.⁴

As shown in **Exhibit 6**, Sandy's median age is lower than the County or State averages. From 2010 to 2020, Sandy's median age increased from approximately 33 to 38 years old.

⁴ "Aging in Place: A toolkit for Local Governments" by M. Scott Ball.

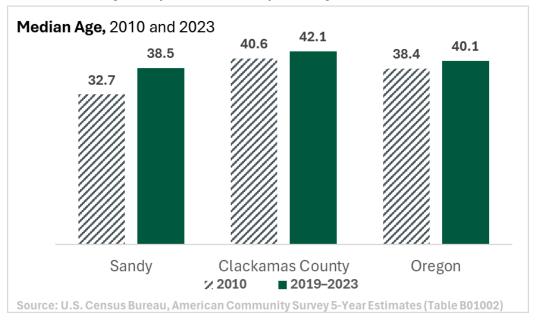


Exhibit 6. Median Age, Sandy, Clackamas County, and Oregon, 2010 to 2019-2023

As shown in **Exhibit 7**, approximately 27% of Sandy's residents were between the ages of 20 and 39 years old in 2023. Sandy had a much lower share of people over the age of 60 years old when compared to Clackamas County and Oregon. A quarter of Sandy's population is under 20 years old.

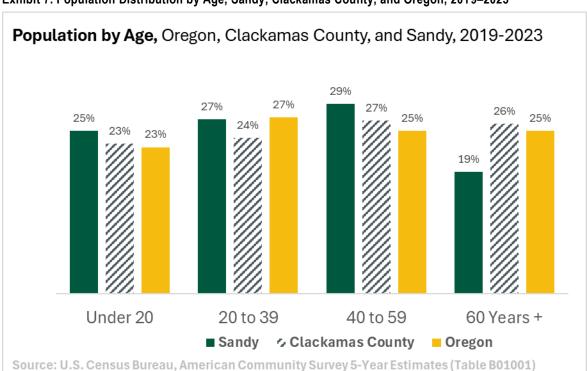


Exhibit 7. Population Distribution by Age, Sandy, Clackamas County, and Oregon, 2019–2023

As shown in **Exhibit 8**, between 2010 and 2023 all age groups in Sandy increased. The largest increase in residents were comprised of those aged 40-59 (increase of 1,352 people) followed by those aged 60+ (increase of 1,043 people).

Population Growth by Age, Sandy, 2010, 2019-2023 3,725 3,422 3,200 3,052 2,797 2,373 2,391 1.348 Under 20 20-39 40 - 5960+ 2010 **2019-2023** Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (Table B01001)

Exhibit 8. Population Growth by Age, Sandy, 2010, 2019-2023

As shown in **Exhibit 9**, Sandy has a majority share of female residents that is greater than male residents for those over age 40. The male population segment has a majority share of overall population for those under the age of 40.

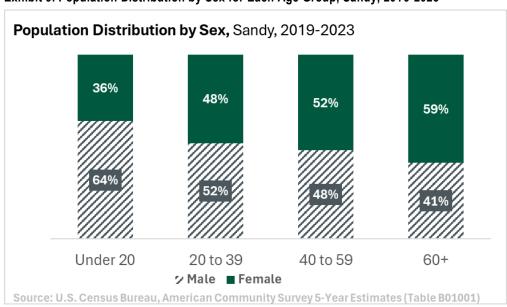


Exhibit 9. Population Distribution by Sex for Each Age Group, Sandy, 2019-2023

Exhibit 10 shows that all age groups are expected to grow over the next two decades in Clackamas County. People over age 60 are forecast to increase by 31%, adding more than 34,500 people to that cohort by year 2040. People within the age 40 to 59 cohort are expected to increase measurably by 32,576 people over the next 20 years.

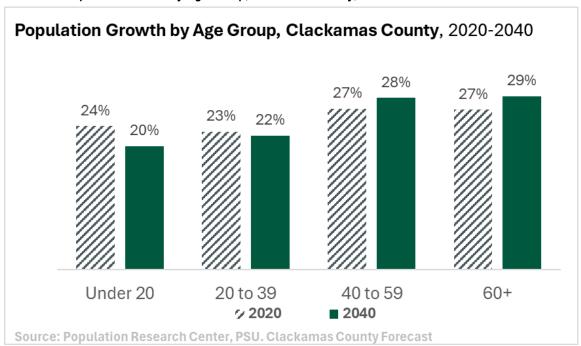
Exhibit 10. Fastest-Growing Age Groups, Clackamas County, 2020 to 2040

	Change	% Change
Under 20	4,060	4%
20 to 39	16,808	18%
40 to 59	32,576	29%
60+	34,579	31%

Source: Population Research Center, PSU. Clackamas County Forecast

As shown in **Exhibit 11**, by 2040 Clackamas County residents over age 40 are expected to account for nearly 6 out of 10 residents.

Exhibit 11. Population Growth by Age Group, Clackamas County, 2020 and 2040

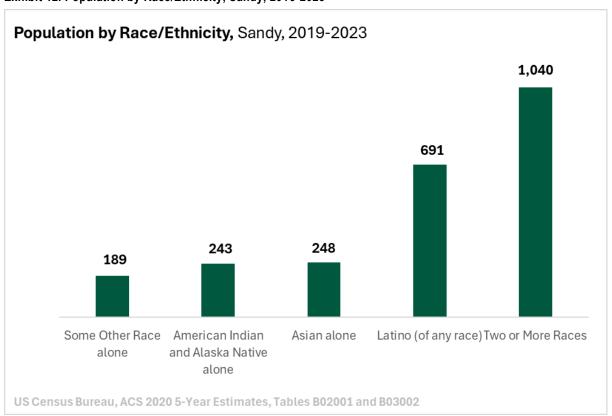


RACE AND ETHNICITY

Understanding the race and ethnicity characteristics⁵ in Sandy is important for evaluating the potential for discrimination.

In Sandy, there are approximately 2,415 people with a race or ethnicity other than White. The largest segment includes non-Hispanic, accounting for about 18% of Sandy's population (**Exhibit 12**). Not shown in the following exhibit, Sandy has 10,818 people identifying as White, non-Hispanic.





⁵ The U.S. Census Bureau considers race and ethnicity as two distinct concepts. Latino is an ethnicity and not a race, meaning individuals who identify as Latino may be of any race.

Overall, Sandy's population is less racially diverse than the broader Clackamas County and state of Oregon counterparts (Exhibit 13).

Exhibit 13. Population by Race/Ethnicity as a Percent of Total Population, Sandy, Clackamas County, Oregon 2019-2023

	Clackamas		
	Sandy	County	Oregon
Native Hawaiian and Other Pacific Islander alone	0%	0%	0%
Some Other Race alone	1%	3%	5%
American Indian and Alaska Native alone	0%	1%	2%
Black or African American alone	2%	1%	1%
Two or More Races	2%	5%	4%
Asian alone	8%	10%	11%
Latino/a/x (of any race)	5%	10%	14%
White Alone, not hispanic or latino	85%	78%	72%

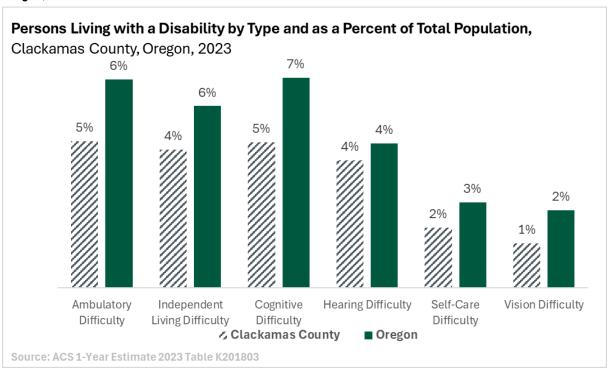
Source: US Census Bureau, ACS 2020 5-Year Estimates, Tables B02001 and B03002

People with Disabilities

People with one or more disabilities have special housing needs because they may need housing that is physically accessible, housing that meets the needs of people with cognitive disability, or housing with specialized services.

The U.S. Census sample size for the city of Sandy is considered to be too small to have accurate persons with disabilities data, so instead, **Exhibit 14** relies upon Census data for Clackamas County and the state of Oregon. It is estimated that approximately 12% of Clackamas County's population has one or more disabilities –slightly lower than the overall state average of 15%.

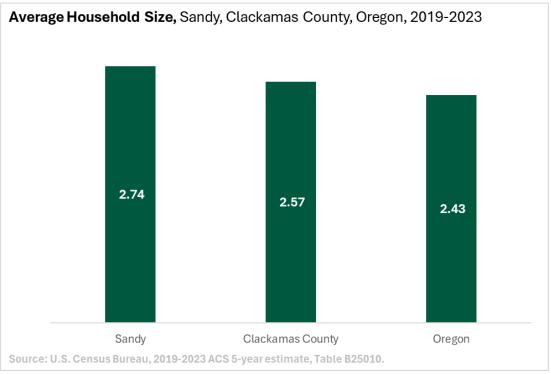
Exhibit 14. Persons Living with a Disability by Type and as a Percent of Total Population, Clackamas County, Oregon, 2019-2023.



Household Size and Composition

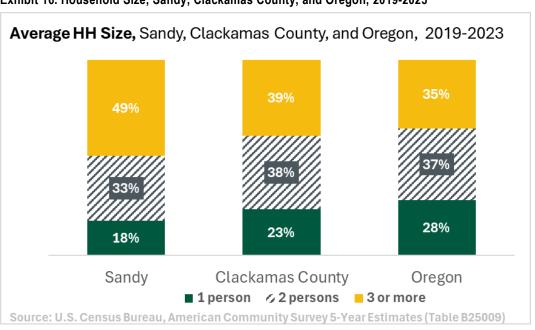
Housing need varies by household size and composition. The housing needs of a single-person household are different than those of a multi-generational family. On average, Sandy's households are larger than Clackamas County's and Oregon's. Sandy's average household size (2.74) was larger than the Clackamas County (2.57) and Oregon (2.43) average (Exhibit 15).

Exhibit 15. Average Household Size, Sandy, Clackamas County, Oregon, 2019-2023



Sandy had a larger share of households with 3 or more people than Clackamas County and Oregon (Exhibit 16).

Exhibit 16. Household Size, Sandy, Clackamas County, and Oregon, 2019-2023



Sandy has a larger share of households with children (38%) than Clackamas County (28%) or Oregon (25%) (Exhibit 17).

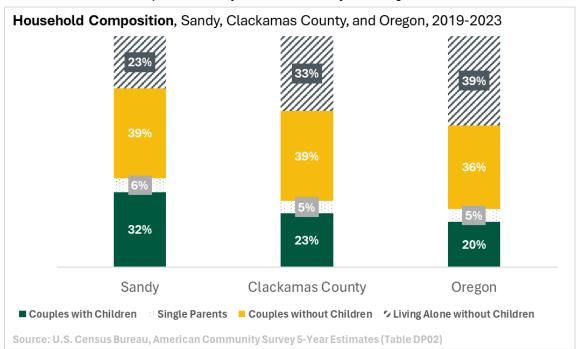


Exhibit 17. Household Composition, Sandy, Clackamas County, and Oregon, 2019-2023

Overcrowding

Overcrowding occurs when a household "double-ups" with another household or lives in a smaller housing unit in order to afford food and other basic needs. An overcrowded household is defined by the Census as having more than one person per room, excluding bathrooms, kitchens, hallways, and porches. Severely overcrowded households are those with more than 1.5 persons per room. Overcrowding can indicate that the community does not have an adequate supply of affordable housing, especially for larger families.

In Sandy it is estimated that 1.9% of all renter households experience overcrowding (Exhibit 18).

Overcrowding by Tenure, City of Sandy, 2019-2023

1.9%

0.1%

0.0%

1.01-1.5 Persons per Room

1.51 or more persons per room

Renters

Owners

Source: U.S. Census Bureau, 2019-2023 ACS 5-year estimate, Table B25014.

Exhibit 18. Overcrowding by Tenure, City of Sandy, 2019-2023

Household Income

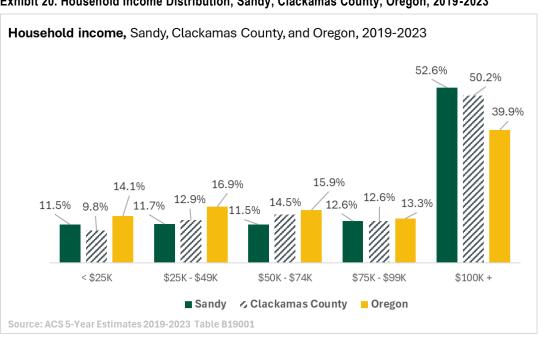
Income is one of the key determinants in housing choice and a household's ability to afford housing. In 2023, As shown in **Exhibit 19**, Sandy's median household income (\$102,201) was slightly higher than the Clackamas County median (\$100,360). Without adjusting for inflation, Sandy's household income nearly doubled since 2000, eclipsing county and statewide growth trends. The increase in household income occurred at a time when rent and housing prices in Sandy and the region increased substantially.

Median Household Income, Sandy, Clackamas County, Oregon, Comparison Cities, 2019-2023 Troutdale \$84,339 Happy Valley \$120,324 Gresham \$73,608 \$82,909 Estacada Oregon City \$94,648 \$80,426 Oregon Clackamas County \$100,360 Sandy \$102,201 Source: U.S. Census Bureau, 2019-2023 ACS 5-year estimate, Table B25119.

Exhibit 19. Median Household Income, Sandy, Clackamas County, Oregon, Comparison Cities, 2019-2023

Just under two thirds of all households in Sandy (65%) earned more than \$75,000 per year, compared to 63% of Clackamas County households and 53% of Oregon households. Sandy has a smaller share of households earning less than \$50,000 than the state (Exhibit 20).





Adjusting for inflation, Sandy's median household income increased by 60% between 1999 and 2023–from \$63,869 in 1999 to \$102,201 in 2023. This was a faster rate of income growth than experienced at the county and state levels (**Exhibit 21**).

Inflation adjusted median household income (2020 dollars), Sandy, Clackamas County, and Oregon, 1999 - 2019-2023

\$102,201 \$100,360 \$80,426 \$63,410 \$63,410 \$

Sandy Clackamas County Oregon

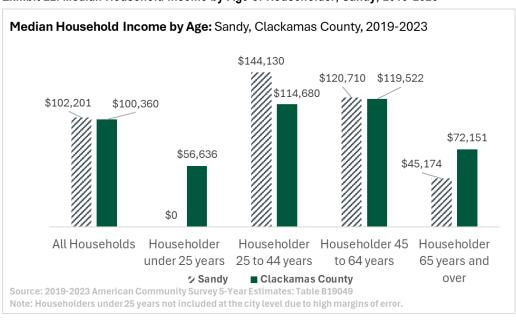
\$2000 2019-2023

Source: US Decennial Census 2000, Table Hct012001and ACS 5 Year Estimates, 2019 -2023, Table B25119

Exhibit 21. Median Household Income, Sandy, Clackamas County, Oregon, 2019-2023, not Inflation-Adjusted

Senior households (over age 65) had median household income of approximately \$45,000 in 2023 which was well below the overall citywide median household income (\$102,201). Working-aged households (those 25 to 65 years old) had the highest median income, consistent with county and state data (**Exhibit 22**).





In Clackamas County, Latino households had a median household income of \$89,000, which was below the overall county median household income of \$103,000 (Exhibit 23). City-level data was omitted due to a relatively high margin of error.

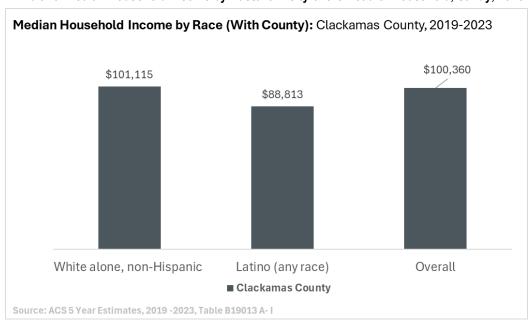


Exhibit 23. Median Household Income by Race/Ethnicity of the Head of Household, Sandy, 2019-2023

HOUSING MARKET CONDITIONS AND TRENDS

An analysis of housing market conditions and trends in Sandy provides insight into the local housing market. The housing types used in this analysis are consistent with needed housing types as defined in ORS 197.303:

Single-family detached includes single-family detached units, manufactured homes on lots and in mobile home parks, and accessory dwelling units. Single-family detached also includes cottage cluster housing.

Single-family attached are all structures with a common wall where each dwelling unit occupies a separate lot, such as row houses or town houses.

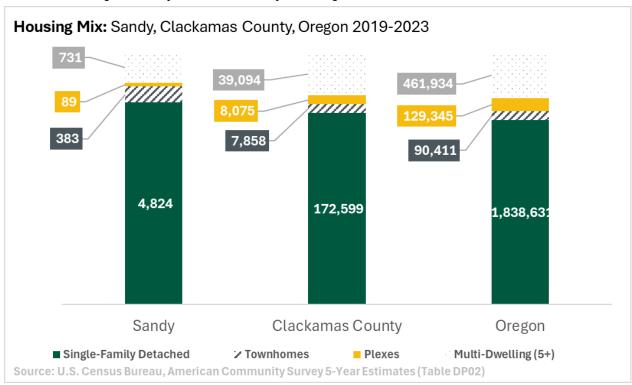
Multi-dwelling with 2 to 4 units are attached structures such as duplexes, triplexes, and quadplexes. These units are referred to as "plexes" in this report.

Multi-dwelling with 5 or more units are attached structures with five or more dwelling units per structure.

Existing Housing Stock

According to the 2019-2023 American Community Survey (ACS) from the U.S. Census, Sandy had 6,027 dwelling units, an increase of 3,948 dwelling units between 2000 and 2023. Most new housing units were single-family detached dwellings. In total, 80% of Sandy's existing housing inventory consists of single-family detached homes (**Exhibit 24**).

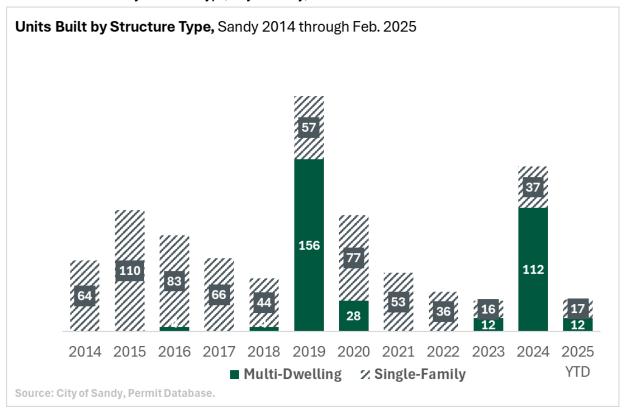
Exhibit 24. Housing Mix, Sandy, Clackamas County, and Oregon, 2019-2023



BUILDING PERMITS

Over the 2014 to March 2025 period, 852 new housing units were built in the City of Sandy. Of the 852 units built, 69% were single-family units and 31% were multi-dwelling units (**Exhibit 25**).

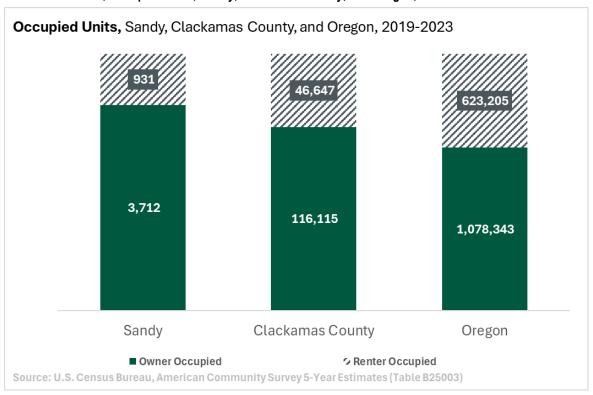
Exhibit 25. Units Built by Structure Type, City of Sandy, 2014 to Feb. 2025



HOUSING TENURE

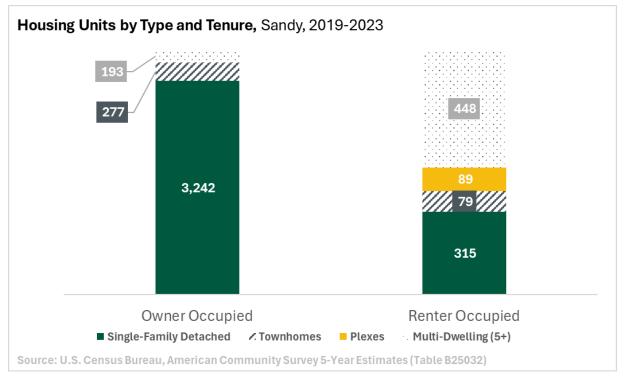
Housing tenure describes whether a dwelling is owner-occupied or renter-occupied. Currently it is estimated that approximately 8 in 10 housing units are owner occupied and 2 in 10 are renter occupied. Sandy's homeownership rate increased by twelve percentage points between 2000 and 2023. The City's home ownership rate is well above the overall rate in the County and the State (Exhibit 26).

Exhibit 26. Tenure, Occupied Units, Sandy, Clackamas County, and Oregon, 2019-2023



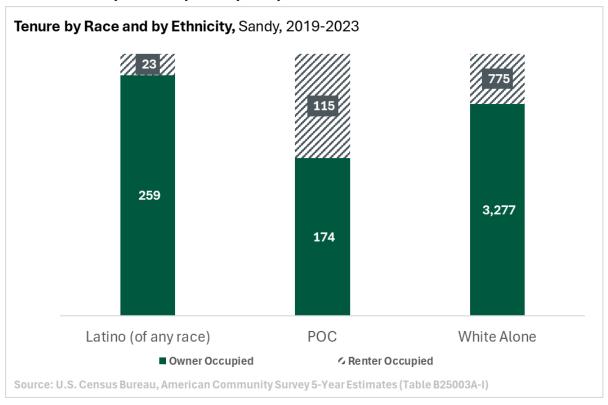
Most of Sandy's homeowners (87%) reside in single-family detached housing. In comparison, 34% of Sandy renters reside in single-family detached housing; 10% live in duplex, triplex, or quadplex housing; and 48% live in multi-dwellings while the remaining 8% live in townhomes (**Exhibit 27**).

Exhibit 27. Housing Units by Type and Tenure, Sandy, 2019-2023



An analysis of local home ownership by race and ethnicity indicates that 8 in 10 white households own their homes compared with 6 in 10 persons of color households and 9 in 10 Latino households (Exhibit 28).

Exhibit 28. Tenure by Race and by Ethnicity, Sandy, 2019-2023



The homeownership rate in Sandy is also high across all age groups. As would be expected, the homeownership rate is slightly lower for younger households under age 35 (Exhibit 29).

Tenure by Age of the Head of Household, Sandy, 2019-2023

87

887

883

1,025

1,138

15-34

35-44

45-59

60+

Owner Occupied

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (Table B25007)

Exhibit 29. Tenure by Age of the Head of Household, Sandy, 2019-2023

Rent-Restricted and Emergency Housing

Governmental agencies and nonprofit organizations offer a range of housing assistance to low and moderate-income households in renting or purchasing a home. There are six government-assisted housing developments in Sandy with a total of 142 dwelling units (**Exhibit 30**).

Exhibit 30. Government-Assisted Housing, Sandy, 2022

Development Name	Total Units	SRO	Studio	1-bd	2-bd	3-bd	4-bd
Cedar Park Gardens	20	-	-	18	2	-	-
Country Garden Apts	10	-	-	10	-	-	-
Evans Streeet Senior	28	-	-	24	4	-	-
Hummingbird Apts	6	-	-	6	-	-	-
Sandy Vista I	30	-	-	10	8	12	-
Sandy Vista II	24	-	-	-	10	10	4
Timer Grove - Firwood Village	24	-	-	2	16	6	-
Total	142	-	-	70	40	28	4

Source: Oregon Department of Health and Human Services, Affordable Housing Inventory in Oregon, July 2022.

The Clackamas County Continuum of Care (CoC) region has 198 emergency shelter beds, 37 transitional shelter beds, and 1,447 permanently supportive housing beds supporting people experiencing houselessness in the Clackamas County region (**Exhibit 31**).

Exhibit 31. Facilities and Housing Targeted to Households Experiencing Houselessness, Clackamas County Continuum of Care Region, 2024

Family Adult-Only Child-Only Total Yr-**Family** Units Beds Beds **Beds Round Beds Emergency Shelter** 32 100 98 198 Transitional Housing 9 17 20 37 Permanent Housing 247 726 720 1,447 Total 288 843 838 1 1,682

Chronic Veteran Beds Beds Youth Beds n/a 24 0 n/a 0 11 182 222 50 182 246 61

Subset of Total Bed Inventory

Source: https://files.hudexchange.info/reports/published/CoC_HIC_State_OR_2024.pdf

MANUFACTURED HOMES

Manufactured homes provide a source of attainable housing in Sandy. They provide a form of homeownership that can be made available to low- and moderate-income households. Cities are required to plan for manufactured homes—both on lots and in parks (ORS 197.475-492). Sandy has five manufactured home parks within its UGB. Within these manufactured home parks, there are a total of 247 spaces (of which 7 spaces were vacant as of 2025) (**Exhibit 32**).

Exhibit 32. Inventory of Mobile/Manufactured Home Parks, Sandy UGB, 2025

Name	Location	Туре	Total Spaces	Vacant Spaces	Zone
Hood Chalet Mobile Estates	17655 Bluff Rd Sp 1	Family	82	0	R-3
Johnston Park	17805 Sue Ln	Family	16	7	R-3
Knollwood Mobile Estates	37600 Sunset St	Family	52	0	R-3
Swiss Meadow Village	38595 Strawbridge Pkwy	Family	50	0	R-3
Sandy Trailer Park	17340 University Ave	Family	7	unknown	C-2
Total			247	7	

Source: OHCS, Manufactured Dwelling Park Directory, Https://Appsprod.Hcs.Oregon.Gov/Mdpcrparks/Parkdirquery.Jsp

People Experiencing Homelessness

Gathering reliable data from individuals experiencing houselessness is difficult precisely because they are unstably housed. People can cycle in and out of houselessness and move around communities and shelters. Moreover, the definition of houselessness can vary between communities. Individuals and families temporarily living with relatives or friends are often insecurely housed, but they are often not included in houselessness data. Even if an individual is identified as lacking sufficient housing, they may be reluctant to share information. As a result, information about people experiencing houselessness in Sandy is limited. AntFarm Youth Services, a community partner that serves the houseless population in Sandy, estimated there are 10 adults (25 and older) and 40 youth (24 and younger) experiencing houselessness in Sandy as of $2023.^{6}$

According to HUD's 2022 Annual Homeless Assessment Report (AHAR), across the United States, the number of people experiencing homelessness increased slightly (less than one percent) between 2020 and 2022. This increase reflects a 3% increase in people experiencing *unsheltered* homelessness, offset by a 2% decline in people experiencing *sheltered* homelessness. However, between 2021 and 2022, *sheltered* homelessness increased by 7%, possibly due to the easing of pandemic-related restrictions that resulted in fewer beds available and declines in the perceived health risks of staying in a shelter. The following exhibits provide more localized estimates of homelessness in Sandy's region.

About 571 sheltered and unsheltered people were identified as experiencing homelessness in Clackamas County in 2022 (Exhibit 33).

Homelessness Data Sources

Point-in-Time (PIT) count: The PIT count is a snapshot of individuals experiencing homelessness on a single night in a community. The count records the number and characteristics of people who live in emergency shelters, transitional housing, rapid rehousing, Safe Havens, or PSH—as well as recording those who are unsheltered.

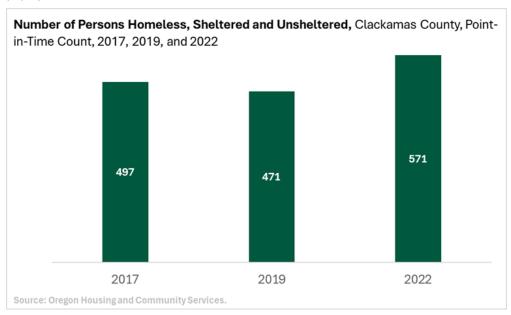
McKinney Vento data: This data records the number of school-aged children who live in shelters or hotels/motels and those who are doubled up, unsheltered, or unaccompanied. This is a broader definition of homelessness than that used in the PIT.

Although these sources of information are known to undercount people experiencing houselessness, they are consistently available for counties in Oregon.

⁶ These numbers are for all of the Sandy zip code and not necessarily within city limits.

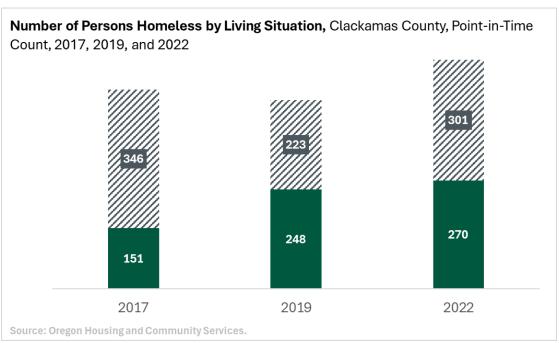
⁷ From 2020 and 2022 the number of people in the US increased 0.6%. The proportion of people experiencing homelessness compared to the total US population stayed about the same.

Exhibit 33. Number Homeless, Sheltered and Unsheltered, Clackamas County, Point-in-Time Count, 2017, 2019, and 2022



In 2022, 47% of people experiencing homelessness were sheltered (270 people) and 53% were unsheltered (301 people)(**Exhibit 34**). AntFarm, a nonprofit serving the houseless population in Sandy, estimate that there were 10 adults experiencing houselessness in Sandy in 2023.

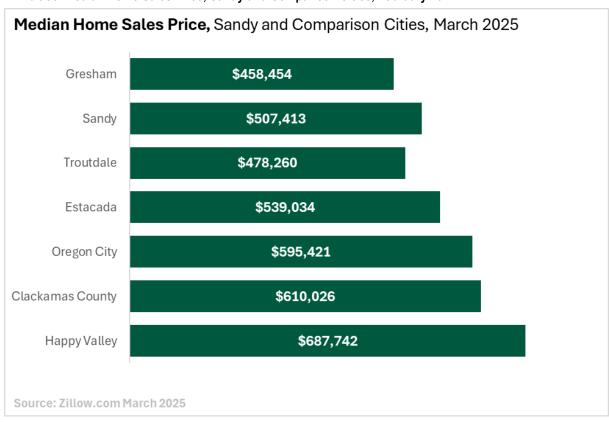
Exhibit 34. Number of Persons Homeless by Living Situation, Clackamas County, Point-in-Time Count, 2017, 2019, and 2022



Housing Affordability Considerations

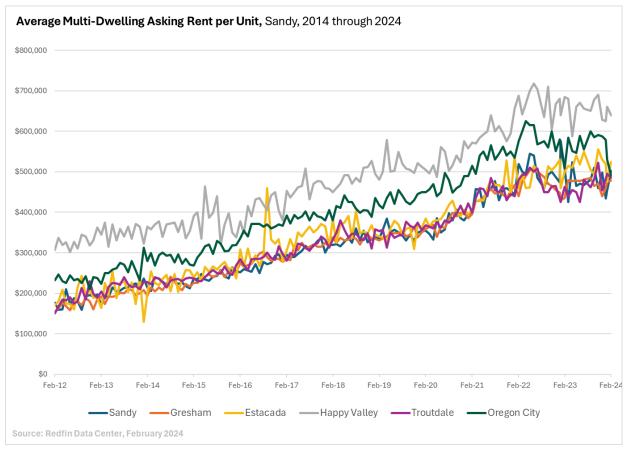
This section describes changes in sales prices, rents, and housing affordability in Sandy and a comparison of geographies. Both housing sale prices and rents have increased in Sandy and the greater region over the last several years. As shown below in **Exhibit 35**, Sandy's median home sales price was \$507,413 in February 2024.

Exhibit 35. Median Home Sales Price, Sandy and Comparison Cities, February 2024



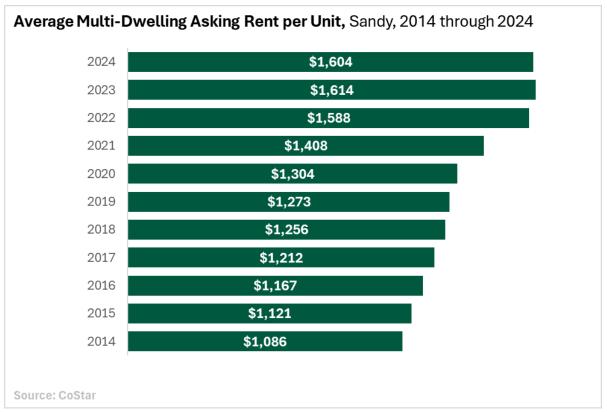
Sandy's median home sales price increased by \$287,000 (133%), from \$215,000 in February 2014 to \$502,000 in February 2024 (Exhibit 36).

Exhibit 36. Median Sales Price, Sandy and Comparison Cities, Feb 2014 through Feb 2024



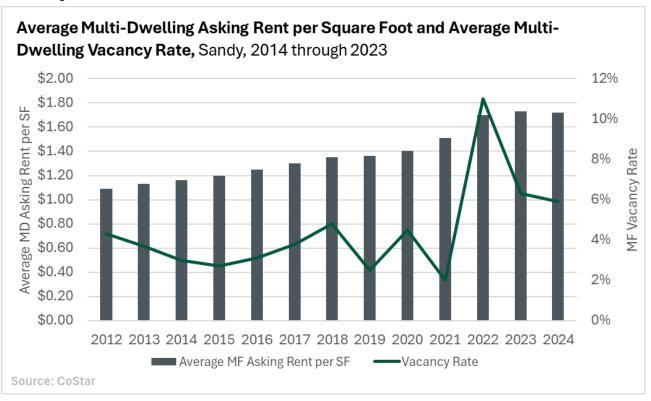
The average monthly rental rate per multi-dwelling unit in Sandy has increased over the past decade. Between 2014 and 2023, Sandy's average multi-dwelling asking rent increased by nearly 50% from \$1,086 per month to \$1,614 per month (**Exhibit 37**).

Exhibit 37. Average Multi-Dwelling Asking Rent per Unit, Sandy, 2014 through 2023



In 2023, Sandy's average multi-dwelling asking rent was \$1.73 per square foot, up from \$1.16 per square foot in 2014 – a 49% increase. During that period of time, according to Costar data, Sandy's multi-dwelling vacancy rate increased from 3.0% in 2014 to 6.3% in 2023. The recent increase in vacancy is likely attributable to new multi-unit developments coming online that have since increased the supply of apartments (**Exhibit 38**).

Exhibit 38. Average Multi-Dwelling Asking Rent per Square Foot and Average Multi-Dwelling Vacancy Rate, Sandy, 2014 through 2023



Housing Cost Burden

Median home sale prices increased 136% between February 2014 and February 2025, from \$215,000 to \$507,000. Between 2014 and 2023, Sandy's average multi-dwelling asking rent increased 49% from \$1,086 per month to \$1,614 per month, excluding utilities. Sandy's median household income increased 60% from \$63,000 in 2000 to \$102,000 in 2023 (inflation adjusted).

Financially attainable housing costs for households across the income spectrum in Clackamas County were identified in **Exhibit 1**. For example, a household earning median family income in Clackamas County (about \$117,000 per year) can afford a monthly rent of about \$2,920 or a home roughly valued between \$321,000 and \$380,000 without cost burdening themselves.

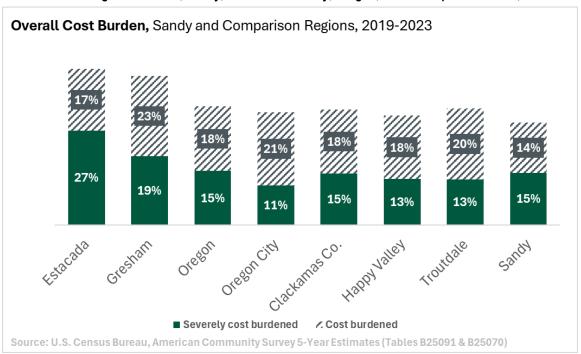
In Sandy, a household needs to earn about \$155,000 (132% of MFI for a family of four) to afford the median sales price of \$507,000 for a home in Sandy. A household would need to earn about \$74,000

(about 63% of MFI) to afford the average asking rent for multi-dwelling housing plus basic utilities of \$1,850.8

Because the local housing market cannot produce income-restricted, subsidized affordable housing at sufficient levels – and because it cannot often produce middle income/workforce housing without some type of public subsidy, nearly 3 out of 10 households in Sandy are cost burdened. A household is defined as cost burdened if their housing costs exceed 30% of their gross income. A household that spends 50% or more of their gross income on housing costs is said to be severely cost burdened.

As shown in **Exhibit 39**, in 2023, 29% of all households in Sandy were cost burdened, which is less than Clackamas County (33%) and lower than the state average (34%).

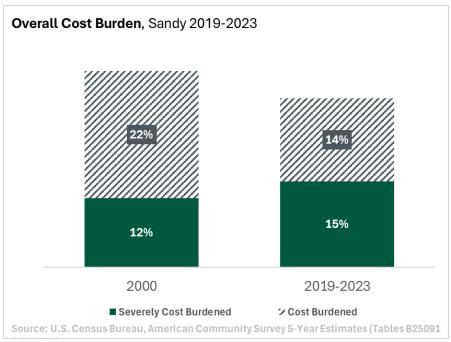
Exhibit 39. Housing Cost Burden, Sandy, Clackamas County, Oregon, Other Comparison Cities, 2019-2023



⁸ Average asking rent was about \$1,590 in 2022 according to Costar. This analysis assumed \$250 per month for utilities for a total housing cost of \$1,850.

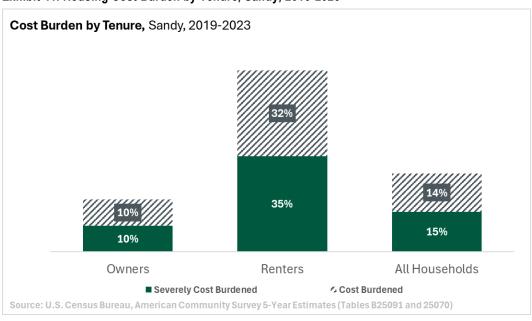
From 2000 to 2022 the number of cost-burdened households decreased by 5% (Exhibit 40).





Renters in Sandy are much more likely to be cost burdened than homeowners. About 67% of Sandy's renters were cost burdened or severely cost burdened, compared to 19% of homeowners. 32% of Sandy's renters were severely cost burdened. Severely cost burden means households pay over 50% of their income on housing costs alone (**Exhibit 41**).

Exhibit 41. Housing Cost Burden by Tenure, Sandy, 2019-2023



As would be expected, cost burden is highest for renter households with the lowest incomes. Most renter households earning less than \$50,000 are cost burdened, with a significant share of those households experiencing severe cost burden. In 2023, 64% of renter households that earn less than \$20,000 were severely cost burdened. Cost burden is significantly less among renter households earning \$75,000 or more (**Exhibit 42**).

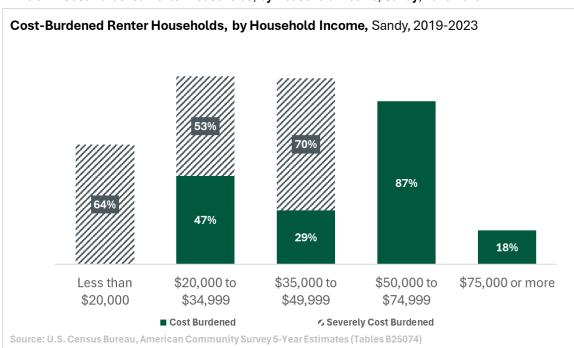


Exhibit 42. Cost-Burdened Renter Households, by Household Income, Sandy, 2019-2023

Exhibit 43 through Exhibit 45 show cost burden in Oregon for renter household subgroups, including seniors, people of color, and people with disabilities. This data is not currently available for a city with a population as small as Sandy, which is why we present statewide information. Overall, this analysis indicates that these demographic subgroups experience cost burden at a relatively higher rate than the overall average.

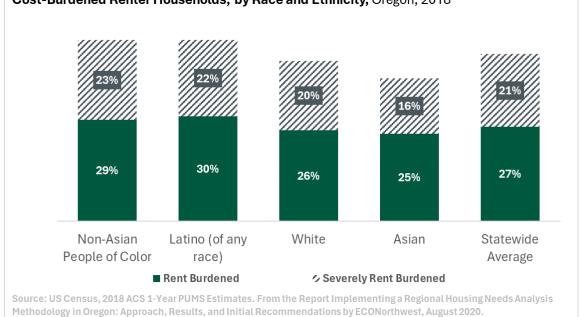
⁹ From the report *Implementing a Regional Housing Needs Analysis Methodology in Oregon*, prepared for Oregon Housing and Community Services by ECONorthwest, March 2021.

Cost-Burdened Renter Households, for people 65 Years of Age and Older, Oregon, 2018 29% **27**% People 65 Years and Older Statewide Average ■ Cost Burdened Severely Cost Burdened $Source: US\ Census, 2018\ ACS\ 1- Year\ PUMS\ Estimates.\ From\ the\ Report\ Implementing\ a\ Regional\ Housing\ Needs$ Analysis Methodology in Oregon: Approach, Results, and Initial Recommendations by ECONorthwest, August 2020.

Exhibit 43. Cost-Burdened Renter Households, for People 65 Years of Age and Older, Oregon, 2018

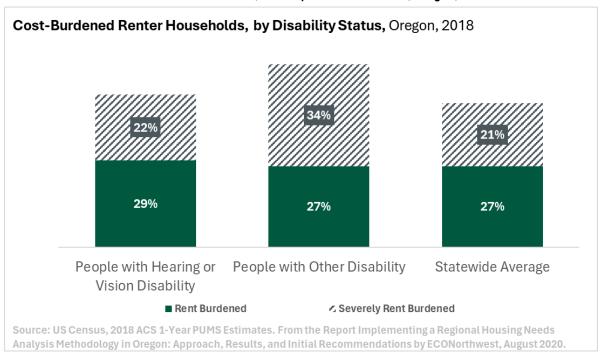
Compared to the average renter household in Oregon, those that identified as a non-Asian person of color or as Latino of any race were disproportionately rent burdened (Exhibit 44).





People with a disability who are renters in Oregon are also disproportionately cost burdened (Exhibit **45**).

Exhibit 45. Cost-Burdened Renter Households, for People with Disabilities, Oregon, 2018



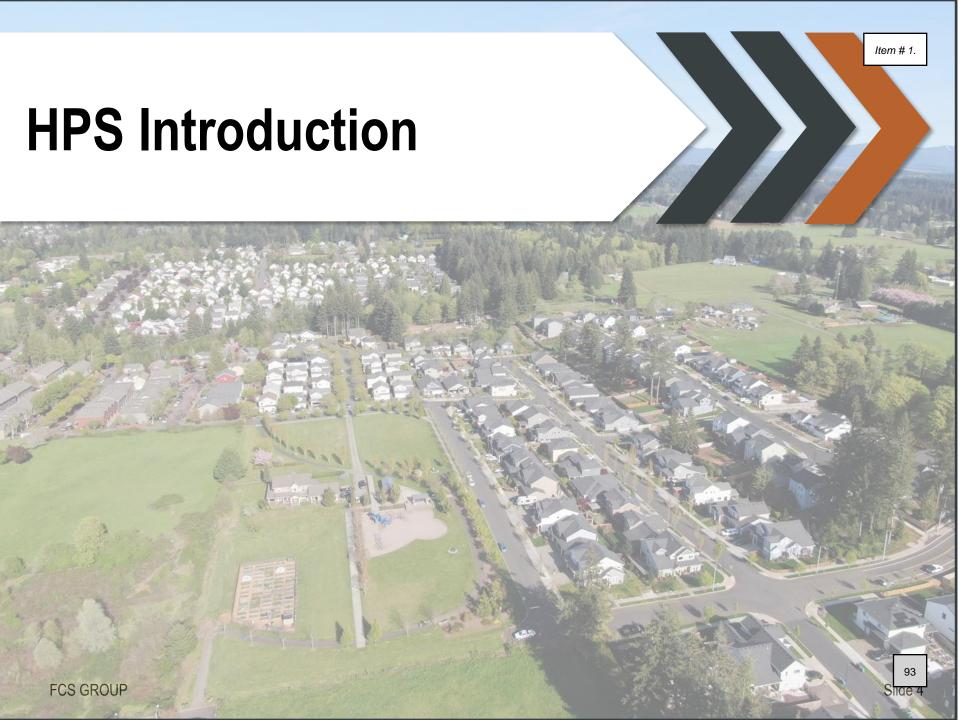




- HPS Introduction & Background
- Recent housing policy accomplishments
- Discuss and refine proposed strategies
- Next steps

May-October Update

- Revised cottage cluster-specific strategy to reflect Council preference for a middle housing strategy.
 - ➤ The document must increase housing choice which this strategy will accomplish.
- Strategy timeframes refined to better reflect city priorities.
- Stakeholder interviews were conducted in June.



Background

- City adopted the Sandy Housing Capacity Analysis (HCA, 2024)
 - HCA identified 20-year housing needs = 2,424 dwellings (60% detached, 12% middle housing, 28% multifamily)
 - Market conditions are positive, but the current consent decree limits new development that impacts the sanitary sewer system
 - Addressing state regulations will take years and more funding
- To comply with Oregon planning regulations, a Housing Production Strategy (HPS) is required to identify local policies needed to address future housing needs for people and households at all income levels

The Sandy HPS will include the following topics:

- A. Introduction
- **B.** Discussion of Housing Policies
- C. Strategies to Meet Future Needs
- D. Discussion of How Strategies
 Address Fair and Equitable
 Housing Needs
- E. Appendix A: Contextualized Housing Need
- F. Appendix B: Stakeholder Engagement Summary



Item # 1.



Recent Housing-Related Policy Actions & Accomplishments in Sandy

- ✓ Clear and Objective Code Audit
- ✓ Housing Capacity Analysis (HCA)
- ✓ Parks and Trails Master Plan
- ✓ Comprehensive Plan
- ✓ Equivalent Resident Unit (ERU) Allocations
- ✓ Coordination with AntFarm on homeless assistance
- ✓ Created the Community Service Officer position
- ✓ Designated homeless area for vehicles
- ✓ Invested \$33 million in Sanitary Sewer System
- ✓ Extended 362nd Drive and Bell Street







Overview of Strategy Categories

Strategies to Meet Future Housing Need Category A Zoning and Code Changes Category B Reduce Regulatory Impediments **Financial Incentives** Category C Category D **Financial Resources** Category E Tax Exemption and Abatement Category F Land, Acquisition, Lease, and Partnerships Category Z **Custom Options**

Item # 1.

Category B & Z: Regulations and Adequate Public Facilities

Current wastewater & sanitary sewer regulations and requirements restrict new housing development in Sandy.

- B1: Pursue accommodations from the State to make sciencebased improvements to NPDES Permit.
- **B2:** Adopt Wastewater System Facility Plan Amendment.
- **B3:** Pursue non-local funding match for wastewater system.
- **B4:** Construct necessary wastewater conveyance.
- **B5:** Improve Wastewater Treatment Plant and related system infrastructure.







Lifting ad hoc moratorium with adequate facilities will serve 2,400+ new dwellings Enhanced equity and inclusion for households at all income levels, as a mix of new housing types are added

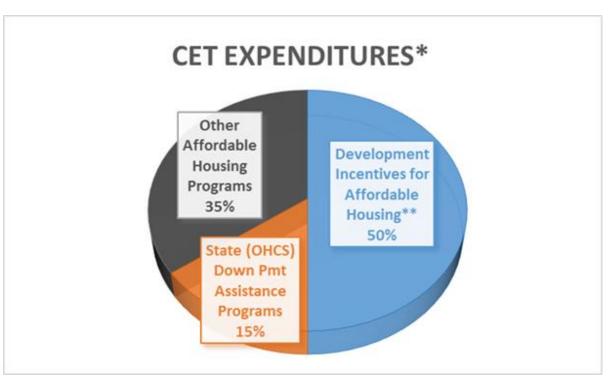
million to fund
Local, State,
Federal grants
Value engineering
& regulation reform
could reduce cost.

Requires \$200



Category C & D: Financial Resources

- C1: Affordable Housing Construction **Excise Tax (CET).**
- Assessed based on % of "permit value" or the value added to a structure during new construction.
- CET limited to 1% of permit value for residential (no cap for non-res., if applicable).
- Revenues are restricted.



* This distribution reflects the use of expenditures after 4% administration fee.** Developer incentives include ORS 197.309(7) voluntary incentives to: increase number of affordable housing units in a development; decrease the sale or rental price of housing units; build affordable housing units that are affordable to households with incomes equal to or less than 80% MFI.





Affordable Housing CET Discussion

• CET funds can be utilized to purchase land, leverage non-local grants and encourage private investment in mixed-income housing developments.







cet is focused on enhancing existing housing and creating new housing for low to moderate income households

Benefits
households at
80% or less of
median family
income

(80% MFI = \$93,600 in 2024)

Significant funding potential Example: 100 new dwelling units in Sandy would generate +/- \$300,000 in CET funds



Category A: Zoning & Code Changes

- A1: Amend zoning code to allow additional middle housing options.
- A2: Provide pre-approved plans that meet accessibility goals (e.g. Universal Design).
- A3: Monitor and require registration for short term rentals.
- A4: Support preservation of manufactured home and mobile home parks.







Focuses on 300+ units of naturally occurring affordable housing

Supports middleincome housing & long-term rentals Equity and inclusion for households at 80% or below MFI (2,000+ households) Addresses needs for people with

disabilities

Moderate Revenue enhancement from short term rental registrations



Category F: Partnerships

- F1: Utilize surplus public land for future housing development.
- F2: Expand partnership with local service providers and continue to fund the Community Services Officer to support the homeless population.







Proactive local policy for leveraging private investment using surplus public land

Partnership with AntFarm; CSO assists very low-income households & individuals

Moderate fiscal impact
Could utilize
CET funds, grants, & land lease revenues

Next Steps

- DLCD review of Draft HPS Report
- Finalize HPS Report
- Adoption Hearings
 - ➤ Per OAR 660-008-0045 Attachment A, Sandy must adopt its HPS by 12/31/2025.



CITY COUNCIL MEETING

Monday, September 15, 2025 at 6:00 PM Sandy City Hall and via Zoom

MINUTES

WORK SESSION - 6:00 PM

1. Code Update Discussion: Chapter 8.36 Outdoor Burning

The City Manager summarized the staff report in the meeting packet, with additional introductory remarks from the City Attorney.

Discussion ensued on the following points:

- Enforcement procedures for this new code language, including the respective roles of the City, Clackamas Fire, and Oregon DEQ
- Input received on the proposed code language from the Sandy Police Department and Clackamas Fire
- The role of Sandy Code Enforcement staff in enforcing this code language
- Dispatch procedures and the impact of the separation of the systems used by police and fire
- · Clarification on the materials that are burnable and those that are not
- Details on the number of lots that are larger than one acre, and the number of residents who typically burn materials
- The role of DEQ in enforcing illegal burning of materials
- Discussion of the intention to rely on education of as much as possible when violations occur, because stopping inappropriate behavior is the primary intention
- Discussion of the need to inform Clackamas Fire that Sandy has the ability to enforce with citations if this code language is adopted
- Concern that the maximum allowable size of burn piles for agricultural and backyard burning are both inappropriate
- Discussion related to the City's chipper program, which is currently on hiatus because
 of broken equipment and serious concerns from the City's insurance provider. Staff
 indicated that a new program is being developed to provide quarterly chipping services
 in different areas of the community rather than letting individuals borrow and use the
 chipper directly. Opportunities may also exist to work with community partners to
 provide assistance to individuals in need. Concern was expressed about cost and staff
 capacity to administer this new program, and staff should present information to the
 Council documenting its feasibility.
- Discussion as to whether the one acre minimum for backyard burning and the stipulated setback minimums are appropriate, given the health hazards of burning in residential areas. After discussion, the consensus was to keep the one acre language.
- Note that staff will continue to proactively assist following storm events

As a result of the discussion, the Council provided the following direction to staff:

- Bring the outdoor burning code amendments back for a public hearing before the Council, with the following edits:
 - o Regarding agricultural burning, change three feet in height to six feet in height.
 - Regarding backyard burning, change ten feet in diameter to seven feet in diameter, and change three feet in height to five feet in height.
 - Specify that burning shall not occur on slopes or under electrical transmission lines
 - Clarify the subsection headers in Section 8.36.020

REGULAR MEETING - 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Kathleen Walker
Council President Don Hokanson
Councilor Chris Mayton
Councilor Laurie Smallwood
Councilor Rich Sheldon
Councilor Lindy Hanley

ABSENT

Councilor Kristina Ramseyer

CHANGES TO THE AGENDA

The Council agreed that there would be an update from the City's government relations consultant, Nellie deVries, following public comment.

PUBLIC COMMENT (3-minute limit)

<u>Catherine McMullen</u>: speaking as the Clackamas County Clerk she recognized National Voter Registration Day, encouraged all eligible voters to register, and cited the requirements and procedures for registering. She provided statistics on Sandy's registered voters, and encouraged voters to verify their registration status and update their information if necessary. She encouraged voters to sign up for the 'track your ballot' service, make a plan to vote, and mail their ballot well in advance of election day. She also expressed praise for election officials, workers, and volunteers. A memorandum regarding National Voter Registration Day was provided, which is attached to these minutes.

RESPONSE TO PREVIOUS COMMENTS

The City Manager indicated that staff will continue to update wastewater information on the City's website as discussed by Ms. Skinner at the previous meeting, and that an email response had been provided to Mr. Exner addressing the concerns he raised at the previous

meeting. It was the consensus of the Council that the email to Mr. Exner should be attached to the August 18, 2025 minutes for the record.

GOVERNMENT RELATIONS UPDATE

Ms. deVries provided an update related regarding the recent OGEC ruling about serial meetings, and conversations currently underway about possible bills to remedy the concerns raised by local governments. It was noted that a partial remedy might be proposed during the 2026 session, with a more comprehensive bill proposed in 2027. The Council discussed the possibility of providing official input to OGEC on this matter, and it was also noted that the Legislature appears to not follow the same requirements purportedly being imposed on cities. The City Attorney suggested that local government representation on the OGEC could be helpful, and he agreed to provide their working document on serial meeting enforcement policy.

Further discussion ensued related to the transportation special session, the resignation of Senator Bonham and possibilities for filling vacant seats, expectations for the upcoming 2026 short session, possibilities for claiming appropriations that were vetoed by the Governor, and strategies to ask for further City infrastructure funding support in 2026.

CONSENT AGENDA

- 2. City Council Minutes: August 18, 2025
- 3. Resolution 2025-33: Authorizing City of Sandy to Apply for a Local Government Grant From the Oregon Department of Energy
- 4. Resolution 2025-34: Updating the City of Sandy Transit Title VI Program
- 5. Contract Amendment: TriMet Subrecipient Agreement No. GG230851EVL for disbursement of Statewide Transportation Improvement Funds to City of Sandy

MOTION: Adopt the consent agenda, with the amendment that the City Manager's email response to Mr. Exner is to be attached to the August 18, 2025 minutes

Motion made by Councilor Smallwood, Seconded by Councilor Mayton.

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

MOTION CARRIED: 6-0

OLD BUSINESS

6. PUBLIC HEARING: Ordinance 2025-17 - Alternative Wastewater Systems Code Additions (File No. 25-031 DCA)

Abstentions (none)

Conflicts of Interest (none)

Staff Report

The City Attorney summarized the staff report in the meeting packet, and provided an overview of the code options provided by staff.

Public Testimony

(none)

MOTION: Close the public hearing

Motion made by Council President Hokanson, Seconded by Councilor Smallwood.

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

MOTION CARRIED: 6-0

Council Discussion

- Overview of the differences between the two code options provided by staff, including elements of the alternative version that are more restrictive than the original version and elements that are less restrictive
- Concerns regarding publicly-facing retail businesses proposing portable toilets, and the possibility that a future Council might approve such a proposal
- Acknowledgement that the Council would retain decision-making authority under the proposed code and could deny undesirable wastewater proposals
- Emphasis on the desire not to be overly-regulatory
- Note that a wide variety of portable restroom facilities exist, including some that are much higher quality than typical facilities
- Clarification on the language related to screening plans

MOTION: Approve the second reading of Ordinance 2025-17, incorporating the document titled "Code Amendments: Revised Alternative 9-8-25" as Exhibit A

Motion made by Councilor Smallwood, Seconded by Council President Hokanson.

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

MOTION CARRIED: 6-0

REPORT FROM THE CITY MANAGER

- Congratulations to Chief Huskey for graduating from the FBI National Academy; thanks to Lt. Craven for his leadership while the Chief was away
- Thanks to the Public Works staff who organized the recent tour of the wastewater treatment plant
- Updates on the pavement management projects currently underway

 Note that meetings are being set up with the school district to address traffic impacts from the high school and middle school during student pickup time

COMMITTEE / COUNCIL REPORTS

Councilor President Hokanson

- Concern that Meinig Ave between Pioneer and Procter may need more substantial long term repair
- Overview of the recent SandyNet Advisory Board meeting, including proposed edits to the CBX construction IGA with Clackamas County
- Suggestion to leverage staff expertise in other departments to assist with the SandyNet facility construction initiative
- Remarks on SandyNet rural expansion
- Thanks for the work thus far on the outdoor burning code

Councilor Hanley

• Update on the mobile library fundraising efforts

Councilor Sheldon

(none)

Councilor Smallwood

(none)

Councilor Mayton

- Remarks on the Meinig Park grant and the Parks and Recreation Director recruitment
- Discussion of Winterfest event dates
- Recap of the wastewater treatment plant tour; suggestion to open similar tours for the public

Mayor Walker

- Recap of recent ribbon cutting for a new business
- Thanks for the pavement repair work
- Emphasis on the need to address the traffic impacts from the high school and middle school
- Mention of recent conversations with the City's economic development consultant and new urban renewal program proposals
- Appreciation for the recent bridge repair using salvaged wood from a tree that fell during a winter storm
- Appreciation for work performed at Jonsrud Viewpoint
- Concern regarding the potential project cost increases related to making Meinig Park trails ADA accessible; staff responded that the scope changes are minimal
- Reminder of the upcoming volunteer recognition event
- Recap of the Special Service Contract Program subcommittee review process
- Recap of the wastewater treatment plant tour

 Recap of the recent meetings of Clackamas County's Library District Task Force, and the relative lack of support for increasing funding for rural cities

STAFF UPDATES

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

ADJOURN

EXECUTIVE SESSION – The City Council met in executive session pursuant to ORS 192.660(2)(d)





Catherine McMullen **County Clerk**

Elections, Recording & Records Management

catherinemcmullen@clackamas.us | 1710 Red Soils Court, Suite 100 503-722-6086

Oregon City, OR 97045

September 15, 2025

Memorandum Mayor Kathleen Walker and Sandy City Council Sandy, Oregon



Recognizing National Voter Registration Day in Sandy and Celebrating Every Eligible Citizens Right to Vote Easily and without Hassle

I invite you to join local election officials across Oregon and the country as we celebrate National Voter Registration Day tomorrow, September 16. We are encouraging Oregonians to take a few moments today to make an impact, register to vote, and vote local in the November Special Election and beyond.

In Oregon you are eligible to register to vote if you are a resident of Oregon, a citizen of the United States, and are at least 16 years old. You will get a ballot in the mail for the first election when you are at least 18 years old. The City of Sandy has 8,983 registered voters in three precincts, making up 2.8% of Clackamas County's 319,600 registered voters.

First celebrated in 2012, National Voter Registration Day is a nationwide, nonpartisan holiday where election officials, organizations, and volunteers join forces to ensure that our family, friends and neighbors are prepared to make their voices heard by making a plan to vote!

County election officials encourage citizens to take these three steps:

1. Check your voter registration status and make sure your information is up-to-date at OregonVotes.gov. Voters should update their voter registration any time they move,

- change their residence or mailing address, change their name, or want to change their party affiliation.
- Sign up for Track Your Ballot (https://ballottrax.clackamas.us/voter) to receive alerts via text, phone, or email so you know where your ballot is in the voting process from mailed to accepted.
- 3. **Make a plan to vote** in this election and the next one! Make a plan that includes when you will receive your ballot, when and where you will vote, and how you will be returning your ballot.

County elections officials are a reliable source of trusted and accurate information about elections processes and voter resources. Visit Clackamas County Elections at clackamas.us/elections for the most up-to-date information.

Respectfully,

Clerk Catherine McMullen

Coller Mr Mill

Clackamas County

Item # 3.



STAFF REPORT

Meeting Type: City Council Meeting
Meeting Date: October 6th, 2025

From: Angie Welty, HR Director

Subject: Resolution 2025-37: Updating the City of Sandy's Personnel Policies

DECISION TO BE MADE:

Whether to approve the updated 2025 Employee Personnel Policies

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

The City of Sandy's Personnel Policies was last updated on July 1st, 2023. Staff regularly make updates to these policies to ensure compliance with all applicable state and federal laws. The City's insurance carrier, Citycounty Insurance Services (CIS), provides members with draft policies that include all required policies, as well as best practice policies to minimize exposure for employment claims. Staff reviewed the sample policies and implemented the required updated and new policies.

Staff is recommending the proposed policy changes to Council based on modifications in state and federal law, mandates by our insurance company as well as updating best practices, as they relate to our employment policies. A listing and brief explanation of material changes and additions to the City of Sandy's Personnel Policies are provided below.

KEY CONSIDERATIONS / ANALYSIS:

Updates to existing policies required by Federal and State law:

OFLA/FMLA/PLO Policies

As an organization that employs more than 25 employees, we are required to follow both of these acts for any employee who meets the requirements. These policies have been updated to reflect the following:

- Added Paid Leave Oregon within our Personnel Policies
- With the addition of Paid Leave Oregon (PLO), Oregon's Family Leave Act (OFLA) has updated their Family Member Definition language and uses of OFLA
- Bias Crimes has been added as a protective leave status

- Under uses for sick leave, blood donation of four (4) hours every year has been added.
- Removed Valid Driver's License as a condition of employment in some job classifications.

Equal Employment Opportunities Policies

This section has been updated to include modernization of language

<u>Updates related to clarifying and modernizing language, and adding other current policies into the handbook, but no change to practice:</u>

- Employee Classification
- Promotion
- Compensatory Time
- Time Keeping Requirements
- Employee Incurred Expenses
- Education Assistance
- Vacation Scheduling and Vacation Pay out
- Cell Phone language changed to Mobile Devices
- Social Media
- City of Sandy Email and Electronic Equipment and Services
- Workplace Violence and Inspections
- Relatives in City Service now reads Hiring of Family Members
- Salaried Employee notification to Payroll if no hours to report (current practice, adding to Personnel Policies)
- PERS Retiree rehiring (current practice, adding to Personnel Policies)
- Volunteer Time Off (current practice, adding to Personnel Policies)
- Sandy Transit Employee Pass Program (current practice, adding to Personnel Policies)

Updates related to internal policy changes:

- Leave Donation Must exhaust all paid leave options available before they are eligible to receive a leave donation
- Fitness Membership Reimbursement under Fringe Benefits and Additional Compensation –
 Employees must be scheduled 20-hours (Regular Part Time) or above to qualify for this benefit.
 Current employees will be grandfathered in.
- Prohibition of Secret Recordings (in accordance with state law)
- Removal of Police Sergeants Information (now part of the Union)

City staff will be notified of the changes after Council adopts these revised personnel policies. In addition, employees will be provided with a copy of the entire document via Docusign the second week of October and be required to sign/acknowledge the receipt of the updated policies to the effective date of November 1st, 2025.

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends approving the update to the personnel policy manual, which will become effective November 1st, 2025.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2025-37."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2025-37
 - o Exhibit A: Personnel Policies November 2025



RESOLUTION NO. 2025-37

A RESOLUTION TO APPROVE THE UPDATED PERSONNEL POLICIES MANUAL FOR THE CITY OF SANDY EMPLOYEES

WHEREAS, the City of Sandy Personnel Policies was last amended in July 2023; and

WHEREAS, the Personnel Policies should be reviewed and revised on a periodic basis to ensure compliance with employment laws and contemporary personnel management processes; and

WHEREAS, State and Federal laws and regulations, and employment best practices, continue to evolve, and the City Council is committed to keeping pace with these changes.

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

<u>Section 1</u>: The 2025 Personnel Policies for the City of Sandy, attached hereto as Exhibit A, is hereby adopted, effective November 1, 2025.

<u>Section 2</u>: The previous version of the Personnel Policies for the City of Sandy, adopted in 2023, is hereby rescinded, effective November 1, 2025.

This resolution is adopted by the City Cou	ncil of the City of Sandy this 6th day of October, 2025
Kathleen Walker, Mayor	
ATTEST:	
Jeffrey Aprati, City Recorder	

EXHIBIT A

City of Sandy Personnel Policies



Effective November 1, 2025



Welcome to the City of Sandy, we're glad to have you on our team. At the City of Sandy, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with the City of Sandy, you will become a

productive and successful member of City of Sandy's team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of Sandy and its employees, other than those found in applicable collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City of Sandy with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City of Sandy that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this Employee Handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between the City of Sandy and its employees. With the exception of employees subject to a collective bargaining agreement, all employment at City of Sandy is "at will." That means that either you or the City of Sandy may terminate this relationship at any time, for any reason, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). No supervisor, manager, or representative of City of Sandy other than the City Manager has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by the City Manager (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the Human Resources Director.

Sincerely,

Tyler Deems
City Manager

Tyler Deems

TABLE OF CONTENTS

I.		ual Employment Opportunity (EEO) Policies	
	Α.	No-Discrimination, No-Retaliation Policy	
	В.	Diversity Equity and Inclusion (DEI) Statement	1
	С.	Statement Regarding Pay Equity	1
	D.	No-Harassment Policy	2
		Sexual Harassment	2
		Other Forms of Prohibited Harassment	3
		Complaint Procedure	3
		Investigation and Confidentiality	3
		Protection Against Retaliation	4
		Other Resources Available to Employees	4
		Other Employee Rights	4
	E.	No-Bullying Policy	5
	F.	Disability Accommodation Policy	6
		Accommodation	6
		Requesting an Accommodation	6
	G.	Pregnancy Accommodation Policy	6
		Requesting a Pregnancy-Related Accommodation	7
		No Discrimination, No Retaliation	7
		Leave of Absence Options for Pregnant Employees	7
	Н.	Reporting Improper or Unlawful Conduct – No Retaliation	7
		Employee Reporting Options	8
		Additional Protection for Reporting Employees	8
		Policy Against Retaliation	8
II.		ssification and Compensation	
	В.	Employee Classification	9
	С.	Employment Changes	.10
	D.	The Workweek	
	Ε.	Meal Periods and Rest Breaks	
	F.	Rest Breaks for Expression of Breast Milk	

	Notice	12
	Storage	
_		
G.	Overtime	
	Time-and-a-Half	
	Assignment of Overtime Work	
	Supervisor Authorization	
	Compensatory (Comp) Time	
Н.		
	Public Works and SandyNet	
I.	Flexible and Telecommuting Work Schedules	14
J.	Bilingual Pay	14
Κ.	Timekeeping Requirements	
L.	Employee-Incurred Expenses and Reimbursements	15
М.	Payroll Policies	16
N.	Statement Regarding Pay Practices	16
0.	Position Classification Policies	16
Р.	Reporting Changes to an Employee's Personal Data	17
Q.	Relatives in City Service	17
R.	Performance Reviews	18
S.	Reimbursement Pay for Public Works Education	18
	ne Off and Leaves of Absence	
	Attendance, Punctuality, and Reporting Absences	
В.	Vacation	19
С.	Sick Leave	20
D.	Holidays	23
F.	Family Medical Leave	24
	OFLA Leave Policy	24
	Definitions	24
	Reasons for Taking Leave	25
	Length of Leave	26
	One-Year Period	26
	Intermittent Leave	26

	•	Employee Responsibilities - Notice	26
	•	Certification	26
	•	Substitution of Paid Leave for Unpaid Leave	27
	•	Holiday Pay While on Leave	27
	•	Benefits While on Leave	27
	•	Job Protection	27
	•	Restoration of Leave Bank at Time of Re-Employment	27
	FML	A Policy	27
	•	Definitions	28
	•	Reasons for Taking Leave	29
	•	Length of Leave	29
	•	One-Year Period	29
	•	Intermittent Leave	30
	•	Employee Responsibilities - Notice	30
	•	Certification	30
	•	Medical Certification Prior to Returning to Work	31
	•	Substitution of Paid Leave for Unpaid Leave	31
	•	Holiday Pay While on Leave	31
	•	On-the-Job Injury or Illness	31
	•	Benefits While on Leave	31
	•	Job Protection	32
G.	Paid L	.eave Oregon (PLO)	32
	Noti	fication Requirements	32
	Con	current use of FMLA Leave	33
	Accr	ued Leave and Holiday Pay While on Leave	33
	Ben	efits While on Leave	33
	Med	lical Certification Prior to Returning to Work	34
	Job	Protection	34
	Use	of Accrued Leave During Paid Leave	34
	Com	plaint Procedure	34
	Who	to Contact for More Information	34

	Н. І	Leave Donations	35
	I. B	ereavement Leave	36
	J. Ju	ury and Witness Duty	37
		Jury Duty	37
		Witness Duty	37
	K. F	Religious Observances Leave and Accommodation Policy	37
	L. C	rime Victim Leave Policy	37
	М.	Domestic Violence Leave and Accommodation Policy	38
	N. I	Military Leave	39
	0. (Other Leave	39
IV.		ployee Benefits	
	В.	Employee Assistance Program (EAP)	40
	C.	Workers' Compensation and Safety on the Job	40
		Steps to Take if You Are Injured on the Job	40
		Return to Work	40
		Early Return-to-Work Program	41
		Salary Continuation	41
		Overlap with Other Laws	41
	D.	Fringe Benefits and Additional Compensation	42
	E.	Volunteer Time Off Policy	42
	F.	PERS (Public Employees' Retirement System) Benefits	43
	G.	Educational Opportunities	44
V.		scellaneous Policies	
		Prohibited Conduct	45
		Prescription Drugs and Medical Marijuana	46
		Testing	46
		Reasonable Cause Testing	46
		Search of Property	47
		Employee Refusal to Test/Search	48
		Crimes Involving Drugs and/or Alcohol	48

	Drug and Alcohol Treatment	. 48
	Discipline and Consequences of Prohibited Conduct	.48
	Confidentiality	.49
В.	Mobile Devices Policy	.49
	Cell phones and Mobile Devices in General (both City of Sandy provided and personal mobile devices)	49
	Employee Use of City of Sandy Provided Mobile Devices	.49
	Mobile Devices and Public Records	.50
	Mobile Device Use While Driving	.50
C.	Use of City of Sandy Email and Electronic Equipment and Services	.51
	Ownership	.51
	Use	.51
	Inspection and Monitoring – No Right to Privacy	.51
	Personal Hardware and Software	.52
	Unauthorized Access	.52
	Security	.52
	Inappropriate Websites	.52
D.	Social Media	.52
	Prohibited Postings	.53
	Encouraged Conduct	.53
	Request for Employee Social Media Passwords	.54
Ε.	External Links	.54
F.	Department Rules and Regulations	.55
G.	Confidential City of Sandy Information	. 55
Н.	Artificial Intelligence in the Workplace	. 55
I.	Ethics	.55
J.	Open-Door Policy	.56
К.	Outside Employment	.56
L.	Criminal Arrests and Convictions	.56
М.	Political Activity	.57
N.	Bad Weather /Emergency Closing	.57
0.	Driving While on Business	. 58

Р.	Workplace Violence	58
Q.	Workplace Inspections – No Right to Privacy or Confidentiality	58
R.	Workplace Safety	59
S.	Fragrances in the Workplace	59
Т.	Smoke-Free Workplace	59
U.	Animals in the Workplace	59
V.	Prohibition on Secret Recordings	60
	rmination of Employment	
В.	Corrective Action/Discipline Policy	61
С.	Grievance Policy	62
D.	Retirement or Resignation from Employment	63
Ε.	References	63

I. Equal Employment Opportunity (EEO) Policies

The following EEO Policies apply to all employees. Members of management, elected officials, and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with Human Resources at any time if they have questions relating to the issues of harassment, discrimination, or bullying or what it means to work in a respectful workplace.

A. No-Discrimination, No-Retaliation Policy

The City of Sandy provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran's status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. The City of Sandy also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

For purposes of this and all other City of Sandy policies, "race" is defined to include physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hair styles, Further, "protective hairstyles" is defined as "hairstyle, hair color or manner of wearing hair, including braids (regardless of whether the braids are created with extensions or styled with adornments, locs, and twists)".

The City of Sandy's commitment to equal opportunity applies to all aspects of the employment relationship — including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. Diversity Equity and Inclusion (DEI) Statement

The City of Sandy is committed to integrating equity into the fabric of our organization and the delivery of public services, in pursuit of equal, fair, and just outcomes for all. The City of Sandy will work intentionally and collaboratively to eliminate racial disparities and address the long-term, systemic root causes of inequality and racial injustice.

C. Statement Regarding Pay Equity

The City of Sandy supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law or federal law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that of which the City of Sandy pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with Human Resources.

D. No-Harassment Policy

The City of Sandy prohibits harassment and sexual assault in the workplace, or harassment and sexual assault outside the workplace that violates its employees, volunteers, and interns' right to work in a harassment-free workplace. Specifically, the City of Sandy prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal, or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstance, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with Human Resources, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City of Sandy -related or —sponsored trips (such as conferences or work-related travel), and during non-working when that off-duty conduct creates an unlawful hostile work environment for any of City of Sandy's employees. Such harassment is prohibited whether committed by City of Sandy employees or by non-employees (including elected officials, members of the community, volunteers, interns, and vendors.

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

- 1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
- 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcoming touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; or making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex. This is not a complete list.

Other Forms of Prohibited Harassment

City of Sandy policy also prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, and any other protected status or activity recognized under Oregon, federal or local law.

City of Sandy policy also prohibits harassment such as verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual's protected class, or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on City of Sandy property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental impairment or disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class; or protected activity; or
- Written or graphic material that speaks badly or shows hatred toward an individual or group because of one or more protected statuses;
- Negative comments or teasing a person about their natural hair, hair texture, hair type or hair style (see definition of "race" on page 1). Employees may not touch another employee's hair without permission to do so, even if the touch is extended out of curiosity or as a compliment.

This is not a complete list. All employees are expected to exercise common sense and demonstrate professional conduct in the workplace at all times.

Complaint Procedure

Employees, volunteers, or interns who have experienced a sexual assault, any harassment or discrimination in violation of this policy, who have witnessed such behavior or who have information about such behavior occurring, are expected and should bring the matter to the attention of Human Resources or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged but not required, to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with City of Sandy's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, City of Sandy will take prompt, appropriate corrective action, and any employee found

to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City of Sandy's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City of Sandy cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City of Sandy, they must provide written notice of the claim to City of Sandy within 180 days of the act or omission the employee claims caused them harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

Protection Against Retaliation

City of Sandy prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing, or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to Human Resources or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Resources Available to Employees

The City of Sandy provides an Employee Assistance Program (EAP) through Canopy to employees and dependents. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to www.canopywell.com. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

The City of Sandy cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: https://www.osbar.org/public/.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing their experience.

The City of Sandy is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City of Sandy to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City of Sandy regarding their experience and/or employment status, the employee should contact Human Resources. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City of Sandy and employee do reach an agreement, the City of Sandy will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about their experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightingly about the City of Sandy or making comments that would lower the City of Sandy in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the City of Sandy and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

E. No-Bullying Policy

City of Sandy strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City of Sandy, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

- Verbal Bullying: Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- 2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
- Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
- 4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
- 5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or

creating fake profiles on web sites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring this matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred, the City of Sandy will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

F. Disability Accommodation Policy

City of Sandy is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Accommodation

City of Sandy will make reasonable efforts to accommodate a qualified applicant or employee with a known disability unless such accommodation creates an undue hardship on the operation of City of Sandy.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, City of Sandy) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting, or modifying examinations training materials provided by the City of Sandy, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with Human Resources and should specify which essential functions of the employee's job cannot be performed without reasonable accommodation. In most cases, an employee will need to secure medical verification of their need for reasonable accommodation. Both the City of Sandy and employee must monitor the employee's accommodation situation and make adjustments as needed.

G. Pregnancy Accommodation Policy

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact Human Resources to discuss

their options for continuing to work and, if necessary, leave of absence options. The City of Sandy will provide one or more reasonable accommodations for employees with known limitations unless such accommodations impose an undue hardship on the City of Sandy's operations.

Although this policy refers to "employees," the City of Sandy will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth, or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth, or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with Human Resources and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City of Sandy and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both the City of Sandy and employee must monitor the employee's accommodation situation and make adjustments as needed.

No Discrimination, No Retaliation

The City of Sandy prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City of Sandy; or (3) needed an accommodation.

Employees who ask about, request, or use accommodations under this policy and applicable law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee does not have a known limitation.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Paid Leave Oregon, Oregon's sick leave law, (The Oregon Family Leave Act) (and the Family Medical Leave Act. See policies later in this document or speak with Human Resources.

H. Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report concerns about the City of Sandy's compliance with any law, regulation, or policy, using one of the methods identified in this policy. The City of Sandy will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City of Sandy;
- A violation of law, regulation, or standard pertaining to safety and health in the place of employment;
- Mismanagement, gross waste of funds, abuse of authority,
- A substantial and specific danger to public health resulting from action of the City of Sandy or one of its employees; or

 The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City of Sandy will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county, or metropolitan service district.

Employee Reporting Options

In addition to the City of Sandy's Open-Door Policy (see section I), employees who wish to report potential improper or unlawful conduct should first talk to their supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with Human Resources. Supervisors and managers are required to inform Human Resources about reports of improper or unlawful conduct they receive from employees.

City of Sandy will not disclose the identity of any employee who reports any of the information described in this policy during an investigation without the written consent of the employee. Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City of Sandy were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City of Sandy's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of their coworker or supervisor acting within the course and scope of their employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City of Sandy; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

The City of Sandy will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes they are disclosing information about conduct that is improper or unlawful and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City of Sandy.

In addition, the City of Sandy prohibits retaliation against an employee for participating in any good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City of Sandy employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City of Sandy may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of their own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City of Sandy determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

II. Classification and Compensation

A. Probationary Period of Employment

All new employees, including current employees who are promoted or transferred within the City of Sandy, are hired into a probationary period that generally lasts no less than six months. The probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the probationary period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City of Sandy meets your expectations of an employer.

At or before the end of the probationary period, a decision about your employment status will be made. The City of Sandy will decide whether to: (1) Extend your probationary period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and City of Sandy may terminate the employment relationship during the probationary period for any lawful reason. Further, completion of the probationary period or continuation of employment after the probationary period does not entitle you to remain employed by City of Sandy for any definite period of time. Both you and City of Sandy are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

B. Employee Classification

City of Sandy classifies employees as follows:

- Regular Full-time: Employment in an established position requiring 35 40 hours or more
 of work per week. Full-time employees are eligible to participate in City of Sandy's benefit
 programs. Vacation is accrued based on scheduled hours.
- Regular Part-time (Benefit Eligible): Employment requiring 30 34.99 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees working 30-34.99 hours are eligible to participate in City of Sandy benefit programs. They will accrue vacation and Holiday based on their pro-rated schedule.
- Regular Part-time (Not Benefit Eligible): Employment requiring 20-29.99 hours per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 20-29.99 hours will not constitute a change in benefit status. Regular, part-time employees working 20-29.99 hours or less per week are not eligible for benefits except those mandated by applicable law, (for example sick leave). They will accrue vacation and Holiday based on their pro-rated schedule.
- On-Call: Employment which varies in nature and does not have a predetermined or predictable schedule. Occasional workweeks with a predetermined schedule will not constitute a change in status from on-call to part-time or full-time. On-call employees are not eligible for benefits other than those mandated by applicable law (for example, sick leave)
- <u>Temporary/Seasonal/Interns</u>: Employment in a job established for a specific purpose or project, for a specific period (typically less than six months), or for the duration of a specific project or group of assignments. This category of employment can either be full-time or part-time. These employees are not eligible for benefits other than those mandated by applicable law (for example, sick leave).

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all City of Sandy rules and procedures.

C. Employment Changes

Transfers

Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the employee's present department director and referred to the appropriate department director and Human Resources. Such requests shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which they do not possess the minimum qualifications.

Promotions

All qualified vacancies shall, whenever possible, be filled by promoting qualified employees within City service. Notification of open positions will be made via email to all staff. Nevertheless, the City Manager may recruit from outside City as they deem appropriate if it is believed that

better qualified candidates are available outside current employees. The appointment to fill the vacancy shall be made on a competitive basis.

Layoffs

If there are changes of duties in the organization, lack of work, or lack of funds, the City Manager may lay off employees; however, the City Manager shall first make every reasonable effort to integrate those employees into another department by transfer. When layoffs are required, the City Manager shall base the decision on relative merit and shall give due consideration to seniority in City service only where the employee's qualification and ability are relatively equal. Layoffs shall be for a period not to exceed six months. After six months, employees not reinstated will be terminated (see section VI, Termination of Employment).

Rehires

Temporary/Seasonal/Intern employees are eligible for rehire to the same or substantially similar position within twelve months of separating from service of City of Sandy. The employee must have separated from service in good standing to be eligible for rehire. The employee must express interest in the position in writing to Human Resources. The employee will be subject to all the same requirements of a newly hired employee, including but not limited to, background check, driving record check, and drug test, if required for the position. The employee will not need to re-start the probationary period if rehired in the same position.

D. The Workweek

The normal workday is eight (8) hours and the normal work week is 40 hours. If you are a non-exempt employee, you should not begin work before your normal starting time nor continue to work beyond the normal quitting time without advance approval from your direct supervisor.

The direct supervisor may schedule specific work hours for individual employees. Changes to works schedules may be made on an individual basis based on business necessity, at the discretion of the direct supervisor with approval from their director or City Manager. Management reserves the right to modify schedules consistent with the needs of the City.

The workweek is a seven-day work period beginning Monday at 12:00 a.m. through Sunday at 11:59 p.m.

E. Meal Periods and Rest Breaks

Nonexempt employees are required to take a paid, uninterrupted 10-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform their

supervisor before the end of the shift so that the City of Sandy may pay the employee for that work.

Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

Sample rest and meal break schedules are listed below. Employees with questions about the rest or meal breaks available should contact Human Resources.

Length of Work Period	Rest Breaks	Meal Periods
2 hours or less	0	0
2 hours & 1 min – 5 hours & 59 minutes	1	0
6 hours	1	1
6 hours & 1 minutes – 10 hours	2	1
10 hours & 1 minutes – 13 hours & 59 minutes	3	1

F. Rest Breaks for Expression of Breast Milk

The City of Sandy will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, the employee is entitled to take reasonable period each time the employee needs to express milk.

The City of Sandy will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City of Sandy is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time.

Rest breaks needed to express milk for children one (1) year or younger will be considered paid time if the employee is also working. The City of Sandy will treat the rest breaks used by the employee for expressing milk for children over one (1) year of age to eighteen (18) months as paid rest breaks up to the amount of time the City of Sandy is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed during an employee's scheduled working hours beyond the paid rest breaks and/or meal periods for children one (1) year to eighteen (18) months will be unpaid. The City of Sandy will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public

restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the City of Sandy will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice

An employee who intends to express milk during work hours must give their supervisor or Human Resources reasonable oral or written notice of her intention to do so in order to allow the City of Sandy time to make any preparations necessary for compliance with this rule.

Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

G. Overtime

Time-and-a-Half

The City of Sandy pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. See "Employee Classification," above. Compensatory time cannot be used towards calculating hours worked.

Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by City of Sandy on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the non-exempt employee performing that job at the conclusion of their straight-time hours will normally be expected to continue to perform the job on an overtime basis.

When overtime is required by the City of Sandy on a Sunday or on a holiday, City of Sandy will endeavor to give the employees required to work notice of their assignment during their last shift worked prior to such Sunday or Holiday.

Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized in writing by a supervisor or management. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

Compensatory (Comp) Time

Overtime hours can be paid or, at the employee's option with City of Sandy approval, accumulated at time and one-half up to a maximum of 80 hours and taken as comp time off. When an employee is separated from employment with the City of Sandy, any remaining comp time will be paid to the employee, regardless of separation reason. Comp pay cannot be earned and then taken in the same pay period.

H. Standby Pay

Public Works and SandyNet

At the discretion of the respective Director, the staff may be assigned to standby duty on weekends and after normal working hours on weekdays. Compensation for standby duty for a one-week period will be equivalent to ten (10) hours worked. Standby duty that falls on an observed holiday will be compensated at the equivalent to an additional 2.5 hours. Employees on standby duty will have no restrictions on their activities other than:

- Remaining within the metro area;
- Being reachable at all times; and
- Refraining from use of alcohol or other substances that would impair judgement or ability to perform work.

Employees assigned to standby duty will, when called out, be compensated based on the actual time worked, including travel time, with two hours minimum time credited. Employees called out who are not on standby duty (and, therefore, not receiving standby pay) will be credited for actual time worked, including travel time, with a minimum of two hours.

I. Flexible and Telecommuting Work Schedules

At the discretion of an employee's supervisor, regular full-time employees may request flexible or telecommuting work scheduling of their work hours on a case-by-case basis. **Flexible schedules** allow for employees to work more hours than scheduled one day in exchange for working a lesser number of hours another day during a given seven- or fourteen-day work period. **Telecommuting** is defined as a process for eligible employees to establish a schedule that includes working from an alternative location other than the normal work location (typically a city facility). Employees must enter into a written agreement with the employee's supervisor stating the flexible schedule or telecommuting agreement. Some departments may be unable to offer flexible or telecommuting schedules for certain positions and/or during certain times of the year.

J. Bilingual Pay

Bilingual pay equal to 3% of an employee's base salary will be granted to employees who are bilingual. This pay incentive is only applicable to employees who are bilingual in a language that is used to serve the population in which their position works with. Competency, usage, and job requirements will be determined by the department director, who will recommend the pay increase in an email to Human Resources for final approval.

K. Timekeeping Requirements

All non-exempt employees must accurately record time worked via electronic timecard for payroll purposes. Your manager may determine the frequency in which they want the timecard entries to occur. Filling out another employee's timecard, allowing another employee to fill out your timecard, or altering any timecard will be grounds for discipline up to and including termination. An employee who fails to record their time may be subjected to discipline as well.

Salaried exempt employees are required to record their time away from the office (for example, sick, vacation, and holiday) via electronic timecard. If salaried employees have no time to report, they are required to send an email of that nature to Human Resources.

L. Employee-Incurred Expenses and Reimbursements

The City of Sandy will pay actual and reasonable business-related expenses incurred by employees during the performance of their job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by the employee's supervisor/manager before they are incurred. The City of Sandy will not pay for or reimburse the costs incurred by a spouse, registered domestic partner or travel companion who accompanies the employee on City of Sandy approved travel. Alcohol is not an eligible expense.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement. All reimbursements will be processed via monthly payroll as a non-taxable item.

Some examples of actual and reasonable business-related expenses that the City of Sandy will reimburse/pay for:

- Conferences or Workshops: Employees will be reimbursed for authorized conferences or workshops directly related to their position with City of Sandy.
- Education: Employees will be reimbursed for authorized educational expenses directly related to their position with City of Sandy.
- Meals: Employees will be reimbursed for reasonable meal expenses incurred while conducting official City of Sandy business; and
- Mileage, Ride-Share and Parking: Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service for travel outside of City limits only. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Finally, employees using a ride-share service to travel to or from an airport or in connection with work-related travel may also be reimbursed upon submission of receipts on an expense report (the least expensive but private, option must be selected). Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by City of Sandy.

As part of each employee's official compensation package, employees may retain any travel benefit program rewards such as frequent flier miles for employee's own personal use. If the employee receives such travel benefit awards for their personal use, the employee may need to report the value of such rewards for income tax purposes. If an employee receives compensation from a carrier for delay or cancellation of travel, or similar situation, the employee may retain such compensation for delay or cancellation provided there was no increased cost to the City of Sandy. Any vouchers for unused transportation or ledging paid for by the City of Sandy are the property of the City of Sandy.

M. Payroll Policies

All employees will be paid monthly. The pay period is defined as the 24th – 23rd. Payday is the last working day of each month for all employees. The City of Sandy does not provide advance payments of salary or loans from salary to be earned.

Employees are eligible for a step increase annually, dependent upon the availability of such an increase in the current salary schedule. Step increases will take effect the first day of the pay period following their anniversary date.

Net pay will be directly deposited into the employee's bank account unless an employee requests otherwise. Checks are available for pick up at City Hall. If an employee requests to pick up their paycheck from City of Sandy, only the employee named on the paycheck will be allowed to do so unless the employee provides written permission to City of Sandy for someone else to receive the check.

N. Statement Regarding Pay Practices

The City of Sandy makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City of Sandy has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law, or has failed to properly calculate your wages in any way, you must immediately report the error to Human Resources. City of Sandy will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint- regarding the City of Sandy's pay practices.

See also "Statement Regarding Pay Equity" policy.

O. Position Classification Policies

The City Council is responsible for adopting and amending a position classification and compensation plan for all employees. This classification plan shall consist of all positions in City service defined by range specifications and identified by position title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same range and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same range. Copies of this plan are available in Human Resources.

Positions may be reclassified whenever the duties of the position change materially, provided that the reclassification can be accomplished within the limitations of the current budget cycle. Reclassification of a position shall not be used to circumvent the effects of disciplinary action or to avoid restrictions concerning compensation.

Human Resources shall be responsible for keeping the classification current through periodic studies of positions within City service. Neighboring communities, as well communities of similar population size shall be used as comparators for salary and benefit purposes. The City Manager, with the help of Human Resources, shall examine the salary range for each class of position and

determine whether the current minimum and maximum salaries should be maintained, increased, or decreased for the following year. Changes in cost of living, utilizing the CPI (Consumer Price Index) shall be considered during this evaluation.

Except in extenuating circumstances, all appointments will be made at the first step of the class for the position.

P. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current with regards to pay, deductions, benefits and other matters is important. If you have changes in any of the following items, please notify Human Resources to ensure that the proper updates are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City of Sandy about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City of Sandy may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

Q. Relatives in City Service

Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at the City of Sandy subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.

All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor, or Human Resources. The employees and the City of Sandy will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties,

assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is not made within 30 days, the City of Sandy will make the final decision, based on the City of Sandy's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by the City of Sandy. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

R. Performance Reviews

All City of Sandy employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, job assignments, employee development, promotions, retention, and discipline/termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action (including termination).

The City of Sandy's goal is to provide an employee with their first formal performance evaluation within six months to one year after hire or promotion. After the initial evaluation, the City of Sandy will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed no later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

S. Reimbursement Pay for Public Works Education

Examinations must be taken during regular work hours and employees will be paid straight time for the examination and travel to and from the examination site. Employees using a personal vehicle to travel to and from the examination site may apply for mileage reimbursement per the City's standard policy.

The City of Sandy will pay application and examination fees for eligible employees with the following exceptions: The City of Sandy will pay for one application and examination fee and one certification preparatory class per employee per program (water, wastewater). After two failed attempts the City of Sandy will pay for the examination fee but will not pay for further

preparatory classes. If the employee does not pass the exam(s) any additional attempts to apply for certification preparatory classes in the same calendar year or after two failed attempts will be at the employee's expense.

The City of Sandy will continue to pay certification renewal fees and relevant, required continuing education in order to maintain certification for employees.

III. Time Off and Leaves of Absence

A. Attendance, Punctuality, and Reporting Absences

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City of Sandy business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via a telephone call, text or email no later than one hour before the start of the employee's shift/workday. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Vacation

It is the policy of the City of Sandy to provide Regular employees accrue vacation leave monthly. The amount of vacation to which an employee becomes entitled to is determined by the employee's length of service from their hire date. For Regular employees, vacation accrues as follows:

Length of Service (years)	Accrual
1 st - 3 rd year (0 - 36 months)	88 per year / 7.33 per month
3 rd - 5 th year (37 - 60 months)	108 per year / 9.00 per month
5 th - 10 th year (61 - 120 months)	128 per year / 10.67 per month
10 th - 15 th year (121 - 180 months)	168 per year / 14.00 per month
15 th year (181 -192 months)	176 per year / 14.66 per month
16 th year (193 - 204 months)	184 per year / 15.33 per month
17 th year (205 - 216 months)	192 per year / 16.00 per month
18 th year (217 - 228 months)	200 per year / 16.66 per month
19 th year (229 - 240 months)	208 per year / 17.33 per month

20 th year (241 - 252 months)	216 per year / 18.00 per month
21 st year (253 - 264 months)	224 per year / 18.66 per month
22 nd year (265 - 276 months)	232 per year / 19.33 per month
23 rd year (277 months; maximum accrual)	240 per year / 20.00 per month

Note: Employee must complete full month of service to get to the next accrual.

The maximum annual accrual of vacation leave is not to exceed 240 hours (six weeks).

Regular, part-time employees accrue vacation monthly in the proportion that their normally scheduled number of hours bears to 40 per week. For example, a regular, part-time employee who usually works 20 hours per week would earn 44 hours of vacation during his or her first year of service.

Department Directors will accrue an additional 40 hours of vacation leave annually; the maximum annual accrual of vacation leave is not to exceed 280 hours (seven weeks).

Vacation may not be taken until it is earned. Vacation leave is not to be banked and then never used. Therefore, the total vacation accrual cannot exceed a maximum of 320 hours (eight weeks). Once this limit is reached, vacation leave will no longer accrue, until the balance is brought below the maximum. Vacation must be scheduled with one's supervisor at least two weeks in advance of the date(s) the employee wishes to take as vacation.

Employees may sell back to City of Sandy up to 80 hours of accrued vacation annually, limited to the following conditions:

- A minimum of a like number of vacation hours are being taken as vacation within two weeks, and
- Vacation sell backs shall only occur once during any fiscal year, and
- City of Sandy shall receive two weeks' prior written notice from any employee requesting a vacation sell back; and
- The vacation sell back will be processed via the normal payroll process and
- Vacation paid out is paid at the employee's base rate salary and does not include any incentive or premium pay.

Employees who terminate employment during their probationary period shall not be entitled to pay out of their accrued vacation leave. Employees who have successfully completed their probationary period, gained Regular employment status, and separated from service in good standing (meaning not terminated for violation of City of Sandy policies, procedures, or performance issues) shall be entitled to payment of all accrued vacation leave paid out at their base rate salary. In the case of death of an employee, compensation shall be paid to the beneficiary in the same manner that salary due to the decedent is paid.

C. Sick Leave

City of Sandy provides eligible employees with paid sick leave in accordance with Oregon's Paid Sick Leave Law. The City of Sandy's policy is more generous than the law requires. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact Human Resources. Please also refer to the Oregon Sick Leave Law poster that is posted at City Hall and is incorporated here by reference.

Eligibility and Accrual of Paid Sick Leave

Under Oregon's Sick Leave Law and this policy, "employee" includes party time, full-time, hourly, salaried, exempt and nonexempt employees. Sick leave runs concurrently with Oregon Family Medical Leave Act, Federal Family and Medical Leave Act and other leave where allowed by law.

Employees begin to accrue paid sick leave on the first day of employment but may not use paid sick leave until the 31st day of employment. After the 31st day of employment, paid sick leave may be used as it is accrued.

Full-time, exempt employees will accrue sick leave at a rate of 10 hours per pay period (pro-rated for any partial month worked); Non-exempt employees will accrue at the rate of 2.31 hours for every 40 hours worked. For purposes of calculating sick leave accruals, hours worked include regular, vacation, sick, overtime, comp time (when used, not earned), and worker's compensation leave. Paid sick leave shall be taken in 30-minute increments. Total sick leave accumulation shall not exceed 1,500 hours. Once the limit is reached, sick leave will no longer accrue until the balance is brought below the maximum.

Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular rate of pay. Exempt employees are presumed to work 40 hours in each workweek for purposes of their sick leave accrual unless their normal workweek is less than 40 hours, in which case sick leave is accrued based on the employee's normal workweek.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. If an employee leaves employment and is rehired within 90 days, the employee's sick leave balance will be restored. Unused sick leave is reported to PERS upon an employee's separation.

Use of Sick Leave

Paid sick leave may be used each calendar year for any of the following reasons:

- For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or their covered family member.
 - a. "Family member" means the employee's:
 - Spouse or registered domestic partner;
 - Child or the child's spouse or registered domestic partner;
 - Parent or the parent's spouse or registered domestic partner;
 - Sibling or stepsibling or the sibling's or stepsibling's spouse or registered domestic partner;
 - Grandparent or the grandparent's spouse or registered domestic partner;

- Grandchild or the grandchild's spouse or registered domestic partner;
 or
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- 2. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child.
- 3. To recover from or seek treatment for a health condition that renders the employee unable to perform at least one essential function of the position.
- 4. Absence associated with the death of a family member (attending funeral, making arrangements, grieving the death).
- If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault, stalking or bias crime as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
- 6. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.
- 7. Evacuation, air quality index and other head index orders.
- 8. For blood donation that is made in connection with a voluntary program that is approved and accredited by the American Association of Blood Banks or the American Red Cross. Employees are allowed to take up to four hours of blood donation leave per calendar year. (1/1/2026)

Employees absent from work for one or more of the qualifying reasons above must use accrued sick time hours for that reason and on each subsequent day of absence.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify their supervisor as soon as practicable before the leave using the City of Sandy notification procedures. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of the City of Sandy. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify their supervisor as soon as practicable and comply generally with City of Sandy's notification procedures. Generally, an employee should notify their immediate supervisor of unforeseeable sick leave at least one hour prior to the beginning of their shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact their supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform their supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, City of Sandy may deny the use and legal protections of sick leave.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, City of Sandy may require reasonable documentation showing that the employee was absent for an approved reason and for future absences. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault, bias crimes, or stalking.

Sick Leave Abuse

If City of Sandy suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, City of Sandy may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

D. Holidays

The City of Sandy recognizes eleven holidays each year. All regular full-time employees will receive their regular eight hours of straight-time compensation for each holiday. Regular, part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week. The holidays celebrated are:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.

The City Manager has the discretion to authorize additional office closures based on operational needs.

To be eligible for holiday pay, an employee must have worked their regularly scheduled hours the workday before and the workday after the holiday or have been on an approved vacation day or any other excused absence under City of Sandy policy. If an employee is on vacation when a holiday is observed, the employee will be paid for the holiday and will be granted an alternate day of vacation at a later date.

Any hourly, non-exempt employee required to work on a holiday will receive overtime pay for the hours worked, in addition to their regularly entitled holiday compensation.

F. Family Medical Leave

OFLA Leave Policy

The following is a summary of Oregon Family Leave Act (OFLA) policy and procedures. Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Oregon law prohibits retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used OFLA Leave. In all cases, applicable Oregon laws, rules, policies, and collective bargaining agreements govern the employee's and the City of Sandy's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources. Please also refer to the "Oregon Family Leave Act" notice posted at City Hall or where your mandated posters are located, which is incorporated here by reference.

• <u>Definitions</u>

Family Member - Is defined as a spouse or domestic partner, a child of a covered individual or the child's spouse or domestic partner, a parent of a covered individual or the parent's spouse or domestic partner, a sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner, a grandparent of a covered individual or the grandparent's spouse or domestic partner, a grandchild of a covered individual or the grandchild's spouse or domestic partner, any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

Child - Includes a biological, adopted, foster or stepchild, the child of a registered domestic partner, or a child with whom the employee is in a relationship of *in loco parentis*, under the age of 18 or over 18 if incapable of self-care because of a mental or physical disability.

Eligible Employee

OFLA - To qualify for OFLA leave an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week.

OMFLA - For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see [Contact] for more information.

Public Health Emergency Leave - Employees are eligible to take any OFLA leave during a Public Health Emergency if they have worked: (a) more than 30 days immediately before the date on which the leave would begin; or (b) an average of 25 hours per week in the 30 days immediately before the date on which the leave would begin. See definition of "public health emergency" definition below.

Public Health Emergency

A "public health emergency" is a public health emergency declared under ORS 433.441 or an emergency declaration declared under ORS 401.165. An example of this is when the State of Oregon declared a COVID-19 state of emergency in March 2020 and the wildfire state of emergency in June 2021.

Reasons for Taking Leave

OFLA leave may be taken for any of the following purposes:

- Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
- 2. Sick Child Leave: To care for a child under the age of 18, or for a child who is substantially limited by a physical or mental impairment, who is experiencing an illness or injury that requires home care or has a serious health condition, or to care for a child whose school or place of care has been closed due to a public health emergency. Employees are required to provide advanced notice of their intent to take leave if the public health emergency is issued at least 30 days in advance. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured
- 3. Bereavement Leave. To deal with the death of a Family Member by attending the funeral of the Family Member, making arrangements necessitated by the death of the Family Member, or grieving the Family Member's death. Employees are eligible for two (2) weeks per family member, up to a maximum of four (4) weeks per leave year.
- 4. Oregon Military Family Leave Act Leave ("OMFLA"): During a period of military conflict, as defined by the statute, eligible employees with a spouse or registered domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment.
- 5. Public Health Emergency Leave Employees are eligible to take any OFLA leave during a Public Health Emergency if they have worked: (a) more than 30 days immediately before the date on which the leave would begin; or (b) an average of 25 hours per week in the 30 days immediately before the date on which the leave would begin. This is available to employees who are eligible for OFLA only. See the definition of "public health emergency" below.

If applicable, OFLA leave will run concurrently with FMLA when permitted.

• Length of Leave

In any One-Year Period, eligible employees may take up to 12 weeks of unpaid protected time off per leave year. Employees are eligible to take up to two (2) weeks of unpaid Bereavement leave, up to a maximum of four (4) weeks per leave year.

• One-Year Period

For purposes of determining the amount of OFLA leave that an eligible employee may take, "One-Year Period" means a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which the employee's OFLA leave begins.

Intermittent Leave

Intermittent or reduced-schedule leave may be taken when medically necessary. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of City of Sandy operations, including consulting management prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the City of Sandy and the employee.

• Employee Responsibilities - Notice

Employees must provide at least 30 days' notice before OFLA leave is to begin. If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin or a change in circumstances, notice must be given as soon as practicable. If the situation giving rise to a Sick Child Leave is unforeseeable, an employee must give verbal or written notice to City of Sandy within 24 hours of commencement of the leave.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee shall advise Human Resources as soon as practicable if dates of scheduled leave change or are extended or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with City of Sandy's normal call-in procedures. Employees who fail to comply with the City of Sandy's call-in procedures may be disciplined or may have their period of OFLA leave reduced.

Certification

Generally speaking, employees may be required to provide sufficient information for the City of Sandy to determine if the leave may qualify for OFLA protection and the anticipated timing and duration of the leave. An employee will be required to provide a note from a doctor or healthcare provider if the employee has used more than three days (*i.e.*, one, three-day occurrence or three separate instances) of sick child leave within a One-Year Period,

Employees must furnish the City of Sandy's requested medical certification information within 15 calendar days after such information is requested by the City of Sandy.

• Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including holidays, sick leave, vacation and, compensatory time in that order prior to a period of unpaid leave of absence on OFLA leave.

Holiday Pay While on Leave

Employees using vacation pay or sick pay during a portion of approved OFLA leave in which a holiday occurs will qualify to receive holiday pay.

• Benefits While on Leave

The City of Sandy will continue the employee's health coverage under any group health plan during a period of approved OFLA leave on the same terms as if the employee had continued to work. The employee must continue to make any regular contributions to the cost of the health insurance premiums during the period of approved OFLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on an unpaid OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in the City of Sandy benefit plans.

Job Protection

Employees returning to work from OFLA Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring OFLA Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated OFLA Leave period, reinstatement may not be available unless the law requires otherwise.

The use of OFLA Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Restoration of Leave Bank at Time of Re-Employment

An employee who leaves employment with the City of Sandy for any reason may be eligible for OFLA leave if they are re-employed by the City of Sandy within 180 days of the separation and if the employee was eligible for OFLA leave at the time of the separation. Special rules apply to employees who temporarily stop working for the City of Sandy for 180 days or less; please speak with Human Resources for more information.

FMLA Policy

The following is a summary of the policy and procedures under the federal Family Medical Leave Act (FMLA).

Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Federal law prohibits retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked

about, requested or used FMLA. In all cases, applicable federal laws, rules, policies and collective bargaining agreements govern the employee's and the City of Sandy's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" posted at City Hall or where your mandated posters are located, which are incorporated here by reference.

• <u>Definitions</u>

Child/Son or Daughter

A "son or daughter" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA military family leave are not restricted by age — see below.

Eligible Employee

Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under FMLA and OFLA will run concurrently when permitted. If applicable, leave under FMLA will also run concurrently with Paid Leave Oregon leave — see Paid Leave Oregon policy below.

Family Medical Leave

This includes all the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

Family Member

 A "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).

Serious Health Condition

"Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a "serious health condition;" see [Contact] for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

Reasons for Taking Leave

FMLA may be taken under any of the following circumstances:

- 1. Call to Active-Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active-duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain "qualifying exigencies." "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 2. Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
- 3. Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
- 4. Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
- 5. Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a "covered servicemember."

• Length of Leave

In any one-year period, eligible employees may take up to 12 weeks of unpaid protected leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Period to care for the servicemember. During the One-Year Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

One-Year Period

The "12-month period" during which leave is available (also referred to as the "One-Year Period") is a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which the employee's FMLA leave begins.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active-Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of City of Sandy operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both City of Sandy and the employee. Intermittent leave for Parental Leave is not available.

• Employee Responsibilities - Notice

Employees must provide at least 30 days' notice before FMLA leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

For Call to Active-Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let Human Resources know as soon as practicable if dates of scheduled leave change or are extended or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with City of Sandy's normal call-in procedures. Employees who fail to comply with City of Sandy's leave procedures may be denied leave, subject to discipline, or the start date of the employee's FMLA leave may be delayed.

• <u>Certification</u>

Generally speaking, employees must provide sufficient information for City of Sandy to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform the City of Sandy if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the healthcare provider of the employee or the covered family member to support the request.

Employees must furnish City of Sandy's requested medical certification information within 15 calendar days after such information is requested by City of Sandy. In some cases, City of Sandy may require a second or third opinion, at City of Sandy's expense. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a medical certification.

Medical Certification Prior to Returning to Work

If FMLA leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification from their healthcare provider stating that the employee is able to resume work.

• <u>Substitution of Paid Leave for Unpaid Leave</u>

Employees are required to use accrued paid leave, including holidays, vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence when on a FMLA leave. Use of accrued paid leave will run concurrently with FMLA leave.

Holiday Pay While on Leave

Employees using vacation pay or sick pay during a portion of approved FMLA leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

• On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

• Benefits While on Leave

If an employee is on approved FMLA Leave, City of Sandy will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to

work. An employee wishing to maintain health insurance during a period of approved FMLA leave will be responsible for bearing the cost of their share of group health plan premiums which had been paid by the employee prior to the FMLA leave. Employees will not accrue vacation, sick leave, or other benefits (other than health insurance) while the employee is on an unpaid FMLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in City of Sandy benefit plans.

Job Protection

Employees returning to work from FMLA leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring FMLA leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated FMLA leave period, reinstatement may not be available unless the law requires otherwise.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use FMLA leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

G. Paid Leave Oregon (PLO)

Paid Leave Oregon (PLO) is a state-run program, administered by the Oregon Employment Department (OED), that allows eligible employees to take up to 12-weeks of paid leave in a 52-week period starting the Sunday before the date leave begins, for the following reasons:

- Family leave for an employee to care for an eligible family member with a serious illness
 or injury, to bond with a new child after birth, adoption, or foster care placement, or to
 effectuate the legal process required for placement of a foster child or the adoption of a
 child.
- Medical leave for an employee experiencing their own serious health condition or disability due to pregnancy.
- Safe leave for an employee or eligible child dependent experiencing issues related to sexual assault, domestic violence, harassment, bias, or stalking.

The Paid Leave program also allows employees to take an additional two (2) weeks of Paid Leave for pregnancy, childbirth, or related medical conditions.

Notification Requirements

Although the Paid Leave Oregon program is administered by the Oregon Employment Department (OED), employees are required to notify the City of Sandy when they have applied

for leave. The City is allowed during PLO to check in with employees periodically on the employee's status and on the employee's intention to return to work.

Foreseeable Leave: If the need for Paid Leave is foreseeable or planned, the employee is required to provide Human Resources with at least 30 days' written notice before paid leave begins.

Unforeseeable: If the need for Paid Leave is unforeseeable or unplanned, an employee is required to provide oral notice to Human Resources within 24 hours of the start of the leave, and the employee must also provide written notice within three (3) days after the start of the leave.

Written notice must include the employee's first and last name, type of leave, explanation of the need for leave, and anticipated timing and duration of leave. Timing and duration of leave should include the employee's plan for taking leave on an intermittent basis (and the proposed schedule) or in one block of time.

If the employee's dates of scheduled leave change, are extended by the PLO program, or if the reason for leave becomes known and/or, if circumstances change during the leave and the leave period differs from the employee's original notice, the employee must notify Human Resources within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees are expected to comply with City of Sandy's normal call-in procedures.

Under Oregon law, an employee who fails to follow these notification requirements may receive reduced PLO benefits; specifically, the first weekly benefit amount will be reduced by 25 percent (the penalty calculated for leaves that are taken in increments of less than a full work week differs). See OAR 471-070-1310(9) and (10).

Concurrent use of FMLA Leave

If an employee's Paid Leave is also eligible for protected leave under FMLA, FMLA leave must be taken concurrently with Paid Leave.

Employees must provide sufficient information for the City of Sandy to determine if the Paid Leave qualifies for FMLA leave. Employees who have applied for Paid Leave benefits are required to complete an FMLA Leave Request Form and return it to Human Resources.

If an employee is eligible for FMLA leave due to a serious health condition or has a family member with a serious health condition, employees must furnish medical certification information as required by the City of Sandy leave policy.

Accrued Leave and Holiday Pay While on Leave

Employees using accrued leave in addition to receiving PLO benefits will continue to accrue sick, vacation, or other employer-provided leave, and receive holiday pay. Employees who do not use accrued leave while on a Paid Leave will not accrue sick, vacation, or other employer-provided leave, and will not receive holiday pay.

Benefits While on Leave

If an employee is receiving Paid Leave benefits, the City of Sandy will continue the employee's healthcare, life, disability, and all eligible voluntary coverage, on the same terms as if the

employee had continued to work. An employee wishing to maintain coverage when on Paid Leave is responsible for paying their share of premiums, the same as when premiums were paid by the employee, prior to receiving Paid Leave benefits.

If the City of Sandy chooses to pay the employee's portion of the insurance coverage during the period of Paid Leave, employees are expected to repay the City of Sandy for those premiums. Upon return to work, the City of Sandy will deduct those premiums from an employee's pay, up to 10% of an employee's gross pay, each period, until the City of Sandy has been paid back.

If an employee cannot or will not pay their share of premiums, the City of Sandy may discontinue coverage until the employee returns from leave. Additionally, if an employee fails to return to work from leave under PLO, then the City of Sandy may use any legal means available to collect any amount the employee owes to the City for covering the employee's share of the premiums while the employee was on leave under PLO.

Medical Certification Prior to Returning to Work

If an employee uses more than three consecutive scheduled workdays for their own serious health condition, prior to returning to work the employee must furnish medical certification from their healthcare provider stating that the employee is able to resume work.

Job Protection

Employees who worked for the City of Sandy for more than 90 consecutive calendar days prior to taking Paid Leave may be reinstated to their former position if the position still exists. If the position has been eliminated, the employee may be restored to a similar position with similar job duties with the same employment benefits and pay.

Use of Accrued Leave During Paid Leave

PLO benefits may not provide employees with 100% of their gross regular wages. Employees receiving PLO benefits may choose to use accrued paid leave (sick, vacation, paid time off, etc.), and/or comp time in addition to receiving PLO benefits. Accrued paid leave must be used in the following order: Sick leave, vacation leave, comp time.

Complaint Procedure

The City of Sandy prohibits retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested, or used Paid Leave.

Who to Contact for More Information

For more information, or if you have questions about the Paid Leave Oregon policy, contact Human Resources.

For more information about the PLO program, including steps for applying for PLO benefits and contact information, go to https://paidleave.oregon.gov/

A poster with Paid Leave Oregon information, including information about how to apply for benefits is located at City Hall and where your mandated posters are located, which are incorporated here by reference.

H. Leave Donations

The City of Sandy has a leave donation program to allow employees to voluntarily donate sick, vacation, or compensatory time off to another employee who exhausts, or is likely to exhaust, accumulated paid leave due to an employee's family medical emergency that would otherwise likely cause the employee to take unpaid leave or terminate employment. A "family medical emergency" is defined as a medical condition of the employee or an immediate family member that will require prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child, or parent.

Any City of Sandy employee who has worked at least six months in a benefits-eligible position is eligible to participate in the program as a recipient. Any employee who has sick, vacation, or compensatory time available may participate in the program as a donor. Donations may be made between any employee. The City of Sandy will keep donations confidential, and donors will remain anonymous.

Employees seeking donated leave must provide the City of Sandy with medical verification of the need for the time off, which includes a certification of the employee's or family member's medical emergency and need for time off, and an estimated return-to-work date (if any).

An employee who is receiving, or is eligible to receive, any type of retirement disability, short-term or long-term disability, or other supplemental income like PLO, is not eligible to receive donated leave. An eligible employee must apply for the City of Sandy offered short-term disability, if available, and long-term disability benefits.

Employees who receive donated leave may receive no more than 80 hours within a rolling twelve-month period. Any paid sick leave not used by the recipient for the specified incident will be returned to the donor employee.

Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule, policy, or regulation. For example, if an employee would have otherwise been terminated due to layoff or other reasons, donated leave may not be used to extend employment.

The sick, vacation, and/or compensatory time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of leave based on the recipients' rate of pay. Donated hours shall not be processed in an amount greater than that which is approximately necessary to cover the employee's next occurring pay period.

During a qualifying leave event, requests for donations may only be made once. The request shall be in writing to the Human Resources, who will notify City of Sandy employees of the request and provide a specific time period for which donations may occur. Donations will be processed in the order that they are received. No employee shall receive more than 80 hours of donated leave in any rolling twelve-month period. Employees may not donate more than 80 hours or fifty percent (50%) of their current sick leave balance, whichever is less. Employees cannot borrow

against future accruals to donate. Employees who are currently on approved leave cannot donate time to another employee.

If an employee is otherwise eligible for paid health benefits, the employee will continue to receive those benefits while receiving donated leave.

I. Bereavement Leave

Under this policy, "Family Member" means the employee's:

- Spouse or registered domestic partner;
- Child or the child's spouse or registered domestic partner;
- Parent of the parent's spouse or registered domestic partner;
- Sibling or stepsibling or the sibling's or stepsibling's spouse or registered domestic partner;
- Grandparent or the grandparent's spouse or registered domestic partner;
- Grandchild or the grandchild's spouse or registered domestic partner; or

An individual related by blood or affinity whose close association with an employee taking bereavement leave is the equivalent of a family relationship

Employees who qualify for OFLA may take up to two weeks of unpaid bereavement leave per death of a Family Member up to a maximum of four (4) weeks per leave year. Employees must have worked an average of 25 hours per week for 180 calendar days.

Employees who have worked for City of Sandy for more than 30 days may use up to 40 hours of accrued sick leave for bereavement purposes, and who have experienced the death of a Family Member. Employees who have worked for City of Sandy for fewer than 30 days or less may not be eligible for leave; see Human Resources for more information.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA.

Employees who wish to take bereavement leave must inform City of Sandy as soon as possible after receiving notification of a Family Member's death. Although prior notice is not required, verbal notice must be provided within 24 hours of beginning leave. Written notice must be provided to the City of Sandy within three days of returning to work. Employees are required to use any available sick leave during the period of bereavement leave; vacation time will be used if the employee has no available sick leave.

J. Jury and Witness Duty

Jury Duty

The City of Sandy will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave. If an employee is called for jury duty, the employee should be granted leave with pay. Compensation received (except travel reimbursement) shall be remitted to the City. In cases where the compensation does not clearly distinguish the amount for travel, the employee may deduct mileage at the current IRS mileage rate.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep their supervisor or manager informed about the amount of time required for jury duty.

Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the City of Sandy upon receipt.

Except for employee absences covered under City of Sandy's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," or PLO Safe Leave, employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the leave will be taken without pay. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

K. Religious Observances Leave and Accommodation Policy

The City of Sandy respects the sincerely held religious beliefs and observances of all employees. The City of Sandy will make, upon request, an accommodation for such beliefs and observances when a reasonable accommodation is available that does not create an undue hardship on City of Sandy's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the Human Resources and may require information from the employee in support of the request for accommodation or leave.

L. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days immediately before the date the employee takes leave is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or their immediate family member (defined below) has suffered financial, social, psychological, or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered domestic partner, father, mother, sibling, child, stepchild, or grandparent of the employee.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of their intention to take leave (unless
 giving advance notice is not feasible); and
- Submit a request for the leave in writing to Human Resources as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, City of Sandy may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

M. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence or the crimes of harassment, sexual assault, or stalking (either the employee or the employee's minor dependents).

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or sick leave while on this type of leave. Employees should also determine whether Paid Leave Oregon may provide pay during this type of leave. See the "Paid Leave Oregon" policy for more information.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of their intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to Human Resources as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. City of Sandy will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City of Sandy notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault, bias crimes, or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee

to more safely continue to work, unless such an accommodation would impose an "undue hardship" on City of Sandy. Please contact the Human Resources immediately with requests for reasonable safety accommodations.

N. Military Leave

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

All employees who are members of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, are entitled to a paid leave of absence from duties for a period not exceeding 21 workdays in any federal fiscal year (October 1st through September 30th) for training, provided the employee is employed at least six months prior to the leave. Employees who have not worked for the City of Sandy for six months will also receive up to 21 workdays in any federal fiscal year for the same purposes, but such leave will not be paid. Employees are not required to take their leave in one block of time but may use the paid leave allowed under this rule over the course of the federal fiscal year. The actual number of paid work hours allowed is dependent on the employee's standard work schedule but must be consistent with the intent of this rule. Employees may use military leave for active duty or inactive duty for training, state active duty and duty under Title 10 or 32 of the United States Code.

The total number of paid days for both training and active duty shall not exceed the total amount allowed above in any federal fiscal year.

Absences incurred for additional active duty or inactive duty for training, state active duty and duty under Title 10 or 32 of the United States Code may be charged to accrued paid time off such as vacation or compensatory time or taken as unpaid leave.

O. Other Leave

Other types of leave without pay will be considered on an individual basis by the City Manager and Human Resources, keeping in mind the individual department and overall City of Sandy's operational needs.

IV. Employee Benefits

A. Insurance Benefits

Employees who meet the definition of "benefit eligible" under both City of Sandy policy and that of its health insurance provider are entitled to the benefit options offered by City of Sandy. These benefits include medical, dental, and vision coverage in a cost share program. Additional information may be obtained through Human Resources. The City of Sandy will pay its share of health insurance costs to all employees who terminate employment in good standing; for three months after 10 years of service, and six months after 15 years of service.

City of Sandy will provide regular, full-time employees with \$100,000 of term life insurance coverage, as well as \$100,000 of accidental death and dismemberment coverage. These plans are paid for by the City of Sandy in full. Additional life insurance coverage may be purchased at the expense of the employee.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by City of Sandy. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by the City of Sandy, employees will be advised and provided with copies of relevant plan documents. Copies are available from Human Resources.

Additional insurance benefits and programs are offered to employees, including flexible spending account (FSA) and supplemental insurance. These offerings are at the employee's option. Any additional premium expense is the responsibility of the employee.

B. Employee Assistance Program (EAP)

This free, confidential service is provided to all employees and their covered dependents who may be experiencing life problems. More information regarding this service can be obtained by contacting EAP directly or Human Resources.

C. Workers' Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care, compensation, and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if You Are Injured on the Job

If you are injured on the job, City of Sandy wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor). If you see treatment for your work-related injury and want to apply for workers' compensation benefits, you must do all of the following:

- 1. Report any work-related injury to your supervisor. You must report the injury no later than 24 hours after the in injury.
 - a. If an emergency, seek medical treatment first and then do the following. Call the Rapid Care Hotline to report your injury. They will assist in completing the required 801 form and assist with any further medical steps; and
- 2. Promptly complete an Incident Report and return it to Human Resources

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return to Work

If you require workers' compensation leave, you will – under most circumstances – be reinstated to the same position that you held at the time your leave began, or to an equivalent position, if available. However, you must first submit documentation from a health care provider who is

familiar with your condition certifying your ability to return to work and perform the essential functions of your position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples, and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City of Sandy does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City of Sandy, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, City of Sandy will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City of Sandy. While you are on modified or transitional work, you are still subject to all other City of Sandy rules and procedures.

Salary Continuation

City of Sandy adopts a policy of providing salary continuation in place of temporary disability for employees who are off work as a result of a compensable workers' compensation claim. Salary continuation will be at the same wage with normal deductions withheld (i.e. taxes, medical, and other voluntary deductions) and same pay interval as the employee received at the time of injury. Additional information regarding this program can be received from Human Resources.

Overlap with Other Laws

The City of Sandy will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA) and FMLA/ OFLA or Paid Leave Oregon. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you

may be entitled to reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

D. Fringe Benefits and Additional Compensation

ORS 244.040 prohibits a public official or a relative or member of the household of the public official from obtaining financial gain or avoidance of financial detriment, if that gain would not otherwise be available but for the public official's holding of the official position or office, except where the gift is part of an official compensation package, as determined by the public body that the public official serves.

Employees of City of Sandy receive certain and de minimis fringe benefits that are not available to the general public. The City of Sandy recognizes these benefits as part of the employee's official compensation package for the purposes of ORS 244.040. These fringe benefits include:

- Occasional, de minimis and infrequent use of City equipment and supplies such as pens, paper, office supplies, telephones, cell phones, copying machines, computers, tablets, software and email systems in a manner consistent with the applicable use policies for such City equipment;
- Employees who use personal credit cards and are reimbursed by the City in a manner consistent with applicable City policies may accept any benefits earned from using a personal credit card that offers incentives such as cash rebates or frequent flyer miles based upon the dollar amount of purchases provided that the value of the benefits earned does not exceed fifty dollars in any calendar year;
- A fitness membership reimbursement (taxable benefit) is available monthly to all benefit
 eligible employees working a regular schedule of 30 hours or above. This includes on-line
 streaming program subscriptions, for example, Peloton or Apple Fitness Plus. This applies
 to only one program. Contact Human Resources for details about the program;
- A clothing allowance is available for certain positions. Talk to your manager directly to see
 if you qualify;
- City of Sandy has a Sandy Transit Employee Pass Program that offers all City of Sandy employees a complimentary annual bus pass (for those who use it to get to and from work).
 Please reach out to Human Resources for further details on the program; and
- Occasional, de minimis and infrequent use of City owned vehicles in a manner consistent with applicable policies for the use of City vehicles.

Any financial benefit from the authorized use of such resources and equipment is considered additional compensation, and the employee is solely responsible for any resulting income tax consequences. Notwithstanding this additional benefit, unless expressly authorized otherwise by the City Manager or the Manager's designee, City property including but not limited to vehicles, tools, equipment, furniture, etc. is to remain on-site and should not be borrowed or removed for any non-City function or activity that is not a job-related requirement.

E. Volunteer Time Off Policy

The purpose of the volunteer time off policy is to create community engagement and support volunteer activities that enhance and serve the City of Sandy community and address issues that impact quality of life.

This policy provides regular full-time employees with up to 20 hours of paid time off for volunteering with organizations that provide a service to the City of Sandy community. Paid time off is prorated for regular part-time employees. Employees must have completed their probationary period and be in good standing to be eligible.

Volunteer time off is renewed annually on January 1 of each year. Under no circumstances will volunteer time off be carried forwarded into another calendar year; the paid time will be lost if not used in the appropriate year.

Eligible organizations include non-profit 501(c)(3) organizations, local, state, or federal government agencies. Examples include:

- Volunteering to serve the homeless
- Picking up trash in local parks
- Serving on a non-profit board

Ineligible uses of volunteer time off include:

- Promoting a religious organization/program
- Volunteering for political causes or candidates
- Participating in any behavior that discriminates on the basis of race, color, religion, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran's status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law.

Volunteer time off is optional, and no employee is required to volunteer. Volunteer time off is not considered hours worked, and therefore is not used to calculate overtime or compensatory time.

Employees must request volunteer time off in writing through their supervisor for approval. Employees should make every reasonable attempt to ensure their request does not conflict with peak operational needs and work responsibilities. Supervisors may deny the request based on staffing, business and operational needs, or budgetary constraints.

Employees will not be reimbursed for mileage, or any other expenses incurred in the course of their volunteer activities.

Additional questions related to this policy should be directed to Human Resources.

F. PERS (Public Employees' Retirement System) Benefits

City of Sandy participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these

plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about City of Sandy's contributions to employee PERS or OPSRP plans, please see Human Resources. The City of Sandy pays the employees' contribution (6% of subject salary) on behalf of the employee.

The City of Sandy will consider allowing PERS-eligible employees to retire from their employment with the City of Sandy and then rehiring them, as permitted under Oregon law. The City of Sandy will consider, among other factors, the uniqueness of the employee's skills or experience, the needs of the City of Sandy and the ability of existing employees to perform the work of the retiring employee. Please see Human Resources for more information.

G. Educational Opportunities

City of Sandy shall pay the full cost of educational opportunities for courses directly related to the employee's work and conducted outside the employee's regular working hours, provided that:

- Funds for such expenditures are available in the current budget as determined by the City Manager;
- The employee has made application for approval of the course and tuition benefit to their department director at least ten days prior to the registration of such course;
- The employee submits evidence of satisfactory completion of the course; and
- The employee is not receiving reimbursement for tuition from any other source;

The City of Sandy will pay the accredited educational institution upon successful completion of the course. Employees will be required to pay back City paid educational costs if the employee terminates employment with the City of Sandy within one year from the completion of the course.

Courses that are only offered during regular working hours may be approved by the department director, provided time off can be arranged conveniently and reasonable arrangements can be made to make up time off.

The costs of textbooks and technical publications required for such courses shall be the responsibility of the employee unless the course is required by the City.

V. Miscellaneous Policies

A. Alcohol/Drug Use, Abuse and Testing

The City of Sandy works to maintain a safe and efficient work environment. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

The City of Sandy expects employees to report to work free of illegal drugs and alcohol and in a condition that is conducive to performing their duties in a safe, effective, and efficient manner.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement provisions). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

Prohibited Conduct

The following examples of prohibited conduct do not apply to law enforcement employees who possess drugs, alcohol or other items identified in this policy in connection with law enforcement work.

- Possession, transfer, use or being under the influence of any alcohol while on City of Sandy property, on City of Sandy Time, while driving City of Sandy vehicles (or personal vehicles while on City of Sandy business), or in other circumstances which adversely affect City of Sandy operations or safety of City of Sandy employees or others.
 - The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule
 - Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on City of Sandy property, on City of Sandy time, while driving City of Sandy vehicles (or personal vehicles while on City of Sandy business), or in other circumstances which adversely affect City of Sandy operations or safety of City of Sandy employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in system while on City of Sandy property or on City of Sandy time.
 - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.
 - As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington, or any other state's law.
 - Bringing to City of Sandy property, or possessing, items or objects on City of Sandy property that contain any "controlled substance," including, for example, "pot brownies," "edibles," and candy containing marijuana. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to coworkers, members of the public, or elected officials while on work time or on/in City of Sandy property.

- Bringing equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (or controlled substances), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia.
- Bringing equipment, products or materials that are marketed for use or designed for use
 in planting, propagating, cultivating, growing, or manufacturing marijuana, including live
 or dried marijuana plants to City of Sandy property. This prohibition does not apply to
 employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed healthcare professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or City of Sandy operations.

Employees must inform their supervisor about their use of any prescription or over-the-counter drugs that could affect their ability to safely perform the duties of their position. Human Resources. If an employee's use of such prescription drugs could adversely affect City of Sandy operations or safety of City of Sandy employee or other person, City of Sandy may reassign the employee using the prescription drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide The City of Sandy with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as [Organization] will not agree to allow an employee to use medical marijuana as an accommodation. (See "Disability Accommodation Policy,")

Testing

City of Sandy reserves the right to:

- Subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and alcohol test;
- Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
- Discipline or discharge employees who test positive or otherwise violate this policy; and
- Test employees when they: (1) cause or contribute to accidents that seriously damage a
 City of Sandy vehicle, machinery, equipment or property; (2) result in an injury to
 themselves or another employee requiring offsite medical attention; or (3) when the City
 of Sandy reasonably suspects that the accident or injury may have been caused by drug or
 alcohol use.

Reasonable Cause Testing

If there is reasonable cause to suspect than an employee is under the influence of controlled substances or alcohol during work hours or has used drugs or alcohol in violation of this policy. The City of Sandy may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the [Contact] or the [Contact]'s designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and
 reasonable inferences drawn from those facts that an employee is more likely than not under the
 influence of controlled substances or alcohol or has used drugs or alcohol in violation of this
 policy. Circumstances which can constitute a basis for determining "reasonable cause" may
 include, but are not limited to:
 - a pattern of abnormal or erratic behavior;
 - o information provided by a reliable and credible source;
 - o direct observation of drug or alcohol use;
 - o presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
 - o unexplained significant deterioration in individual job performance;
 - unexplained or suspicious absenteeism or tardiness;
 - o employee admissions regarding drug or alcohol use; and
 - Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to Human Resources. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test, consistent with the test first given. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by Human Resources. The letter of notification shall state the substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

Search of Property

When reasonable suspicion exists to believe an employee possesses alcohol or a controlled substance on City of Sandy property or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, City of Sandy may search furniture, equipment or other property provided to the employee by City of Sandy including but not limited

to, clothes (uniforms), locker, toolbox, and desk. Employees should have no expectation of privacy in any property, equipment or supplies provided by the City of Sandy to employees.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report the following within one business day of the event:

- Any criminal arrest or conviction for drug- or alcohol-related activity
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action up to and including termination.

Drug and Alcohol Treatment

The City of Sandy recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. City of Sandy is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

The City of Sandy will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and City of Sandy to the extent its existing benefits package covers some or all the program costs.

Although the City of Sandy recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City of Sandy policy is discovered, the employee's willingness to seek City of Sandy or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Discipline and Consequences of Prohibited Conduct

An employee who violates this policy will be subject to either termination or a last-chance agreement.

A last-chance agreement is an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their substance abuse issue and/or performance or safety issues. The last-chance agreement will inform the employee of the problems noted with their performance and specify the performance required for the employee to achieve in order to continue to be employed by [Organization]. Violation of the provisions of a last-chance agreement shall result in immediate termination of the employee, notwithstanding the provisions of any other personnel rule.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or City of Sandy is prohibited unless written authorization is obtained from the employee.

B. Mobile Devices Policy

This policy applies to employee use of cell phones, smart phones, tablets and similar devices, all of which are referred to as "mobile devices" in this Policy.

<u>Cell phones and Mobile Devices in General (both City of Sandy provided and personal mobile devices)</u>

Employees are allowed to bring personal mobile devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City of Sandy provided mobile devices may not violate City of Sandy's policies against harassment and discrimination. Thus, employees who use a personal or City of Sandy provided mobile device to send a text or instant message or DM to another employee (or to someone not employed by the City of Sandy that is in violation of City of Sandy's policies prohibiting discrimination, harassment and bullying s will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or City of Sandy provided mobile device for work purposes outside of their normal work schedule without written authorization in advance from the Human Resources. This includes, but is not limited to, reviewing, sending, and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination. Nothing in this policy removes a non-exempt employee's obligation from recording time for all hours worked.

Employee Use of City of Sandy Provided Mobile Devices

Mobile devices are made available to City of Sandy employees on a limited basis to conduct City of Sandy's business. Determinations as to which employees receive City of Sandy provided mobile phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device.

Employees who receive a mobile device from City of Sandy must agree to not use the mobile device for personal use except in emergency situations and must abide by all aspects of the Mobile Device Policy. Further, employees who receive a cell phone or mobile device from City of Sandy must acknowledge and understand that because the mobile device is paid for and provided by City of Sandy, or subsidized by City of Sandy, any communications (including text messages) received by or sent from the mobile device may be subject to inspection and review if City of Sandy has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Mobile Device Policy or any other City of Sandy policy. **Employees should have no reasonable expectation of privacy in a City of Sandy provided mobile device.** An employee who refuses to provide City of Sandy access to their personal mobile device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Family and friends may not use an employee's City of Sandy provided mobile device.

Mobile Devices and Public Records

City of Sandy related business conducted on City of Sandy provided or personal mobile devices, may be subject to disclosure under Oregon's Public Records laws or in connection with litigation filed against City of Sandy or individual employees.

Employee Use of Mobile Devices with Cameras

Cameras of any type, including mobile devices with built-in cameras and video photography options, may not be used by employees during working hours, or at any City of Sandy sponsored function unless authorized to do so by City of Sandy.

Mobile Device Use While Driving

The use of a mobile device while driving may present a hazard to the driver, other employees, and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City of Sandy vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided the City of Sandy.

Employees are prohibited from using handheld cell phones for any purpose while driving on City of Sandy authorized or City of Sandy related business. This policy also prohibits employees from using a cell phone or other mobile device to send or receive text or "instant" messages or DMs while driving on City of Sandy business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

C. Use of City of Sandy Email and Electronic Equipment and Services

City of Sandy uses multiple types of electronic equipment and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, the Internet and any new technologies used in the future. This policy governs the use of such City of Sandy property.

Ownership

All information and communications in any format, stored by any means on or received or transmitted via City of Sandy's electronic equipment or services is the sole property of City of Sandy.

Use

All of City of Sandy's electronic equipment, and services are provided and intended for City of Sandy business purposes only and not for personal matters, communications, or entertainment. Access to the Internet, websites and other electronic services paid for by the City of Sandy are to be used for City of Sandy business. Incidental use is acceptable under specific circumstances. See "Fringe Benefits and Additional Compensation" policy above. This means, for example, that employees may not use the City of Sandy provided Internet, or City of Sandy electronic equipment and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate City of Sandy's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other City of Sandy specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, spyware, adware and other malware;
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City of Sandy provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City of Sandy email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

<u>Inspection and Monitoring – No Right to Privacy</u>

Employee communications, both business and personal, made using City of Sandy electronic equipment, facilities, and services are not private. Any data created, received, or transmitted

using City of Sandy equipment, facilities or services are the property of City of Sandy and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on City of Sandy's electronic equipment or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect City of Sandy's ownership of the electronic information, electronic equipment, or services, or City of Sandy's right to inspect such information. City of Sandy reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail, and other such material to monitor the use of all of City of Sandy's electronic equipment, and services, including all communications and internet usage and resources/sites visited. The City of Sandy will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on City of Sandy's computer systems or mobile devices without approval from the department director and IT Director. All software installed on City of Sandy's computer systems must be licensed. Copying or transferring of City of Sandy owned software to a personal device/equipment may be done only for personal devices/equipment used for City of Sandy business and with the written authorization of the City Manager.

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by City of Sandy management. No employee can examine, change, or use another person's files, output, or username or password unless they have explicit authorization from the department director and IT Director to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception. These methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Websites

City of Sandy's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful, or other objectionable materials, or that would otherwise violate City of Sandy's policies.

D. Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal or commercial website, social networking website, web bulletin board or a chat room, whether or not associated or affiliated with City of Sandy, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of City of Sandy or City of Sandy's legitimate business interests may result in disciplinary action up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any City of Sandy policies including no-harassment and no-discrimination and workplace violence policies. Similarly, postings that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Do not create a link from your blog, website or other social networking site to a City of Sandy owned or maintained website without identifying yourself as a City of Sandy employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City of Sandy unless you are authorized by your manager/supervisor to do so. If City of Sandy is a subject of the content you are creating, be clear and open about the fact that you are a City of Sandy employee and make it clear that your views do not represent those of City of Sandy or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to coworkers, the residents we serve, City of Sandy's employees and elected officials, and suppliers or other third parties who do business with the City of Sandy.

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy, than by posting complaints to a social media outlet. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City of Sandy employees or elected officials, that might constitute harassment or bullying and/or that violate City of Sandy policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally and individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City of Sandy policy.

Maintain the confidentiality of City of Sandy's confidential information. Do not post internal reports, policies, procedures or other internal, City of Sandy related confidential communications or information. (See "Confidential City of Sandy Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising their right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt City of Sandy operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against the City of Sandy's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

City of Sandy's supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's username and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by City of Sandy.

Nothing in this policy prohibits City of Sandy from requiring an employee to produce content from his or her social media or internet account in connection with a City of Sandy sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

E. External Links

City of Sandy only allows hyperlinks in its website if the links connect to websites that fall into one of the following categories:

- The website is owned by an organization that is parented with, sponsored by, or supported by City of Sandy;
- The website is educational in nature; and
- The website is a governmental website or is sponsored by a state or local government.

City of Sandy will not allow any hyperlinks to any websites that advocate hate, bias, or discrimination, extremism or which contain information or hyperlinks associated with partisan political activity.

The links to websites that are external to the City of Sandy may provide additional information that may be useful or interesting and are being provided consistent with the intended purpose of the City of Sandy website. These external links are not endorsements of the organization, nor do they ensure the accuracy, relevance, timeliness, or completeness of the information. Further, the inclusion of links in hypertext on the City of Sandy web site are not intended to reflect their importance, nor are they intended to endorse any views expressed or products or services offered by the author of the reference or the organization operating the server on which the reference is maintained.

Links may be made to our website from personal and organizational web pages. We request that you link to our website rather than downloading portions of it to another web server, so that viewers will see the most up-to-date information.

Every effort has been made to provide accurate and complete information. However, we cannot guarantee that there will be no errors. City of Sandy does not assume any legal liability for the accuracy, completeness, or usefulness of any information, product, or process disclosed herein, or represents that use of such information, product, or process would not infringe on privately owned rights.

F. Department Rules and Regulations

Each department of the City of Sandy is encouraged to establish departmental rules, regulations, and procedures. Such rules, regulations, and procedures shall be in harmony with the provisions of these personnel rules and regulations and shall be binding on the employees of that department.

G. Confidential City of Sandy Information

Employees must not access, use, or disclose sensitive or confidential information or data except in accordance with City of Sandy policies, practices, and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical, or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use, or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City of Sandy) may be removed from our premises without permission from the City Manager. Likewise, any materials developed by City of Sandy's employees in the performance of their jobs is the property of City of Sandy and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City of Sandy's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

H. Artificial Intelligence in the Workplace

See separate administrative policy.

I. Ethics

City of Sandy believes in treating people with respect and adhering to ethical and fair business practices. Employees must avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City of Sandy or the City of Sandy's residents.

City of Sandy employees are considered public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. Information on Oregon's ethic laws is available at the Oregon Government Ethics Commission website: http://www.oregon.gov/OGEC.

If you have questions about whether an activity meets the City of Sandy's or Oregon's ethical standards, please talk with your manager. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

J. Open-Door Policy

City of Sandy's Open-Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. City of Sandy's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in City of Sandy, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by Human Resources.

K. Outside Employment

Generally, employees may obtain employment with an employer other than the City of Sandy or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City of Sandy time (including the employee's work time), City of Sandy facilities, equipment and supplies, or the prestige or influence of the employee's position with City of Sandy. In other words, the employee may not engage in private business interests or other employment activities on the City of Sandy's time or using the City of Sandy's property;
- The performance of an act that may later be subject to control, inspection, review, or audit by the department for whom the employee works (or by a State agency); or
- Receipt of money or anything of value for performance of duties that the employee is required to perform for the City of Sandy.

The City of Sandy requires employees to report outside employment to their Supervisor and Human Resources before the outside employment begins. Thereafter, an employee must provide an update to their Human Resource on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

L. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

 All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City of Sandy property, or in a City of Sandy vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);

- All arrests, citations, convictions, guilty pleas, or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
- If you are arrested, cited, or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

M. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City of Sandy employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign;
- Prepare or distribute written material, post website information, transmit emails, or make a presentation that advocates a political position;
- Collect funds, prepare filing forms, or correspondence on behalf of candidates or political committee;
- Grant unequal access to public facilities to candidates or political committees;
- Direct other public employees to participate in political activities when in the role of a supervisor

This is not an exhaustive list.

N. Bad Weather /Emergency Closing

Except for regularly scheduled holidays identified by the City of Sandy (see "Holidays" section) City of Sandy is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, the City Manager (or their designee) will decide whether to and to what extent the City of Sandy will close. In the event of a closure, employees will be notified via email, sent to their City of Sandy provided email address. In addition, closure information will be posted on the City of Sandy website.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact your manager. Essential staff are expected to report to work for the overall safety of the

city and citizens. If nonessential staff cannot reach the office and are able to serve the City of Sandy from home, you should do so subject to approval by your manager or supervisor. If the city is open but a nonessential employee cannot safely report to work, the employee may use vacation or comp leave and notify their supervisor.

O. Driving While on Business

Employees working in positions where driving is an essential function of their duties must possess a valid driver's license and must carry auto liability insurance on any personal vehicles used to conduct City of Sandy business. Employees who use their own vehicles for authorized City of Sandy business use should make any necessary arrangements with their insurance carriers.

The City of Sandy may verify the validity of an employee's driver's license and/or driving record at the time of hire and at any point during your employment if driving is an essential function of their job or if so doing relates to a legitimate business purpose of City of Sandy.

While on City of Sandy business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their manager of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Mobile Device Use While Driving" policy, above.

Employees who receive a ticket or citation while driving a City of Sandy owned vehicle or while on City of Sandy business will be responsible for paying the fine (if any) associated with the ticket or citation and may face discipline up to and including termination.

P. Workplace Violence

Threats and acts of violence made by an employee against another employee, volunteer, elected official, or member of the public with respect to that person's life, health, well-being, family, or property will be dealt with in a zero-tolerance manner by the City of Sandy.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City of Sandy, or that threaten the safety, security, or financial interests of City of Sandy. Employees are also strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or elected official. Employees should make such reports directly to Human Resources.

The City of Sandy also may conduct an investigation of a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

Q. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections conducted by City of Sandy pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it established practice or law unless otherwise addressed in a different policy in this Handbook or applicable CBA. An City of Sandy led inspection may include a search of any organization-provided property, such as desks, work areas, file cabinets, voicemail/phone and computer systems assigned to them by the City of Sandy; **These areas are not private.**

R. Workplace Safety

In addition to defined working conditions and physical requirements detailed in each position description, employees are accountable for working safely, following established policies and procedures, utilizing all designated personal protective equipment (PPE) and/or safety equipment assigned for each task, and reporting all injuries and hazards to their supervisor immediately. Employees may be asked to participate in the Safety Committee for a one-year assignment as part of their employment with the City of Sandy. Supervisors and Managers are accountable for ensuring the safety performance of employees, applying consistent practices in compliance with federal, state, and local regulations, and providing guidance to maintain a safe and healthy work environment. Concerns related to workplace safety should be brought to the attention of Human Resources.

S. Fragrances in the Workplace

The City of Sandy strives to ensure the comfort and safety of staff and visitors by encouraging employees to be mindful of the scented products that they use. Many City of Sandy offices are small, enclosed spaces. City of Sandy requests that all scented products be used in a manner which is courteous and respectful of those around you. If you are experiencing issues related to scented products in the workplace, please contact Human Resources for assistance in finding a solution that is mutually agreeable to all employees.

T. Smoke-Free Workplace

City of Sandy provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars, and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to City of Sandy property, vehicles, or facilities/buildings.

City of Sandy buildings and vehicles are tobacco- and marijuana-free areas. Tobacco/marijuana use is prohibited during working hours. Further, the City of Sandy prohibits tobacco/marijuana use in or around City of Sandy vehicles, equipment, or machinery.

Employees who smoke, must do so outside of City of Sandy's facilities/buildings, only in designated smoking areas and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within10 feet of building entrances and other openings, including second-story windows.

U. Animals in the Workplace

Employees are not allowed to bring pets or other animals into the City of Sandy facilities or City owned vehicles, and any other building, site or vehicle owned, controlled, or operated by the City

of Sandy. City owned parks and greenspaces are excluded from this definition only when the employee is not working for or performing any duties on behalf of the City of Sandy.

In certain circumstances, the City of Sandy may be willing to accommodate service or working animals for employees with known disabilities. Please see Human Resources for further information regarding the City of Sandy policy.

V. Prohibition on Secret Recordings

Employees may not obtain or attempt to obtain the whole or any part of a conversation by means of any device without first obtaining permission from all of the people in the conversation. This rule applies to the recording of conversations made during work hours, while at work-related functions, or in connection with work between or among employees, supervisors/managers, elected officials, or members of the public. It does not apply to conversations where there is no expectation of privacy, such as a City Council meeting, a Board of Commissioners work session, and the like.

This policy does not apply to law enforcement employees who record conversations in connection with their official public safety duties. Nothing in this policy prohibits or restricts an employee's right under the federal or Oregon constitutions to make recordings outside of working hours or while not representing or working on behalf of City of Sandy. If anything in this policy contradicts existing CBA provisions on the recordings of personnel meetings, or Oregon or federal law that provide for lawful secret recordings, the CBA provision or law will apply.

Employees who secretly record meetings with supervisors, coworkers, elected officials, members of the public or others while on duty will be subject to discipline, up to and including termination of employment.

VI. Termination of Employment

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and City of Sandy's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment, time or other City of Sandy records.
- Recording time worked of anyone other than yourself; allowing another employee to record your work time.
- Theft or the deliberate or careless damage or destruction of any City of Sandy property, or the property of any other employee, member of the public, vendor or third party.
- Unauthorized use of City of Sandy equipment, materials, or facilities.
- Provoking a fight or fighting during work hours or on City of Sandy property.
- Carry firearms or any other dangerous weapon on City of Sandy premises at any time.
- Engaging in criminal conduct while at work.

- Causing, creating, or participating in a significant or substantial disruption of work during working hours on City of Sandy property.
- Insubordination, including but not limited to failure or refusal to follow the lawful orders or instructions of a supervisor or member of management.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods.
- Employees are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested.
- Sleeping on the job; faking illness or injury to avoid working.
- Excessive personal telephone calls or texting during working hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City of Sandy.
- Misrepresentation of City of Sandy policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City of Sandy. Employees may not use the City of Sandy's name, logo, likeness, facilities, assets, or other resources of the City of Sandy for personal gain or private interests.
- Violation of any safety, health, security or City of Sandy policy, rule, or procedure.
 Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the City of Sandy or outside regulatory or legislative bodies.
- Failing to timely pay water/sewer/tax accounts with the City of Sandy on time, and/or whose City of Sandy provided services are disconnected. This includes, without limitation, situations where the employee writes a check to the City of Sandy that is refused for payment due to non-sufficient funds.

This statement of prohibited conduct does not alter the City of Sandy's policy of at-will employment. Except for employees subject to a collective bargaining agreement or contract of employment, the City of Sandy remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to always perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet the City of Sandy standards, the City of Sandy will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City of Sandy policies, procedures, and rules and for other inappropriate behavior or conduct, City of Sandy may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City of Sandy may also choose to send the employee to training or an education opportunity.

In all cases, the City of Sandy will determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. City of Sandy may move directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when the City of Sandy deems such action appropriate. The City of Sandy retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

C. Grievance Policy

The City of Sandy shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, the City of Sandy desires to adjust the causes of grievances informally; both supervisors and employees are expected to resolve problems as they arise. In the event that problems are not resolvable through an informal process in the course of daily departmental practices, a formal grievance procedure may be initiated by the aggrieved employee(s).

The following steps shall be followed in submitting and processing a grievance:

- 1. The aggrieved employee(s) shall present their grievance in written form, including any substantiating evidence or documentation, to the department director, or immediate supervisor, if appropriate. The grievance should be signed and dated by all aggrieved parties and presented to the department director or supervisor within ten (10) working days of the occurrence, not including the date of the occurrence. The aggrieved employee(s) shall acknowledge receipt of the response with their signature(s) and date received.
- 2. If the grievance is not settled in Step One, above, the written grievance shall be presented along with any substantiating evidence or documentations in its original form to the City Manager within ten (10) working days after the department director's or supervisor's response is presented, not including the date of the response. The City Manager may meet with the aggrieved employee(s), the immediate supervisor, if appropriate, and the department director. The City Manager shall reply to the grievance in writing within ten (10) working days of the date of the presentation of the written grievance, not including the date of the presentation. The decision of the City Manager shall be final and binding.

If the aggrieved employee(s) do not initiate and follow the grievance procedures as established by this section, the grievance shall be considered not to have existed.

Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section. Following the settlement of a formally presented written grievance, the department director

shall document the terms of the settlement, including any action to be taken. Both the department director and the aggrieved employee(s) shall sign the written report and include the date of signature.

D. Retirement or Resignation from Employment

Employees choosing to resign or retire are asked to give City of Sandy as much notice as possible – preferably, a minimum of two weeks. When giving your two-weeks' notice, vacation, personal, or sick days should not be used in lieu of notice. Employees who do not give two-weeks' notice of your intent to leave the City of Sandy, will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive workdays without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with Human Resources before making a final decision.

Employees must return all City of Sandy property, including phones, computers, identification cards, credit cards, keys, and manuals, to Human Resources on or before their last day of work.

E. References

All requests for references or recommendations must be directed to Human Resources. No manager, supervisor or employee is authorized to give references for current or former employees. Managers and supervisors are expressly prohibited from providing LinkedIn "recommendations" or using a website on the internet to discuss a current or former employee's performance or termination of employment.

By policy, the City of Sandy discloses only the dates of employment and position(s) held by former employees. Former employees who authorize additional disclosures must make a request to do so in writing.



Employee Acknowledgement

Acknowledgement of Receipt of 2025 Personnel Policies

I acknowledge that I have received and will read a copy of the City of Sandy's 2025 Personnel Policies. I also understand that a copy of the Personnel Policies is available to me at any time to review in the Human Resources Department, or on-line via the Employee Intranet.

I understand that the City of Sandy has adopted the Personnel Policies only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in City of Sandy's sole discretion. I also understand that the Personnel Policies control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

I understand that either the City of Sandy or I may terminate my employment relationship at any time, for any lawful reason, with or without advance notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City of Sandy's policies regarding equal employment opportunity and that the City of Sandy aims to provides a workplace free of harassment, discrimination, and retaliation. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to Human Resources or any trusted manager or supervisor.

During my employment with the City of Sandy, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new policies as issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before	signing.
Employee Signature	Date

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

POLICE SERGEANT'S OATH OF OFFICE

STATE OF OREGON COUNTY OF CLACKAMAS CITY OF SANDY

I, Jason Coates , do solemnly swear that I will support the and the Constitution of the State of Oregon, and the Law honestly, and impartially discharge the duties of Police Stherein, to the best of my ability, so help me God.	s therefore; and I will faithfully,			
	(SERGEANT)			
Subscribed and sworn to and before me this 6th day of C	October, 2025.			
Mayor Kathleen Walker	Chief Patrick Huskey			
Sandy, Oregon	Sandy Police Department			





To: Officer Michael Boyes and Officer Samantha Bergland

From: Chief Patrick Huskey

RE: Life Saving Medal

On Friday August 8th, 2025, Sandy Police Officers Michael Boyes and Samantha Bergland responded with other officers to a report that a 45-year-old Sandy resident had been stabbed multiple times in the neck. During this critical incident, Officer Boyes and Officer Bergland demonstrated bravery and skill in the midst of a chaotic scene that saved the victim's life.

Officer Boyes has received additional tactical casualty care training throughout his career and began to render effective first aid. His training provided technical skills, but it was his calm, level-headed approach that allowed him to apply them effectively.

Officer Bergland moved the victim to a safer location to provide aid. Once that was done, she retrieved a trauma kit, provided essential equipment, and spoke with the victim to keep him calm while Boyes provided aid. This teamwork was paramount in the rapid response to a lifethreatening injury.

Clackamas Fire personnel arrived and took over care of the victim. He was taken to a local area hospital where he underwent several hours of surgeries and ultimately survived his injuries. The response of Officers Bergland and Boyes directly contributed to the survival of the critically injured victim.

Sandy Police Department policy allows for a Life Saving Medal to be awarded to any police department employee that performs an exceptional act under emergency conditions wherein a service is rendered that results directly to sustaining a human life. Officer Boyes and Officer Bergland, it is with great pride that I award you this Life Saving Medal for your action on August 8th, 2025. Congratulations, and thank you for your dedicated service!

With Pride,

Patrick Huskey,

Chief of Police

September 1, 2025

Acting Chief of Police,

Lieutenant Craven Sandy Police Department 39850 Pleasant St, Sandy OR 97055

Subject: Award Nomination for Community Member, Ashton Rollins.

Lieutenant Craven,

Sandy Police Department policy 1015.12 allows for individuals of the community to be bestowed awards at the determination of the chief of police. I am writing to nominate community member, Ashton Rollins, for commendation, based on his actions in the incident documented in SPD Case 25-0902. In summary:

On August 7th, 2025, at 7:34PM an individual was stabbed in the neck in an assault with a knife. About one minute later a 911 call was placed, I was dispatched to the call along with several other officers at 7:36PM and arrived four minutes later at 7:40PM.

The victim had received a critical life-threatening injury to his neck. It was approximately six minutes from the time of the stabbing to the time officers arrived and took over lifesaving first-aid efforts. The scene was chaotic and tumultuous, Ashton Rollins remained calm providing life-saving aid to the victim by maintaining pressure on the wound with a cloth, keeping him alive until police could arrive. Once police arrived, Ashton assisted further by helping calm others on scene and relay instructions from first responders.

Ashton's actions played an instrumental role in ensuring the victim remained in stable enough condition to be safely transported to the hospital. I believe his efforts go above and beyond and deserve formal commendation from the Sandy Police Department.

Sincerely,

Officer Quentin Carter Sandy Police Department

Item # 6.



STAFF REPORT

Meeting Type: City Council

Meeting Date: October 6, 2025

From: Jeff Aprati, Deputy City Manager

Subject: Grant Awards: Special Service Contract Program 2025-2027

DECISION TO BE MADE:

Whether to accept the recommendations of the Special Service Contract Program (SSCP) Application Review Subcommittee regarding 2025-2027 funding awards.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

The Special Service Contract Program (SSCP) is a biennial City of Sandy grant program that supports projects in Sandy that enhance the community and improve quality of life for Sandy residents, in alignment with the Sandy City Council's goals. The City's 2025-2027 budget allocated \$60,000 for the program for the biennium.

The City Council adopted <u>revised SSCP guidelines</u> during the July 21, 2025 meeting. An application period was widely advertised throughout August, with a deadline of September 8, 2025. The City received 10 applications for project funding, from 9 different organizations; a substantial increase in applications compared with previous grant periods. The total amount of funding requested from applicants was \$137,293. All 10 applications are attached to this staff report for the Council's information.

KEY CONSIDERATIONS / ANALYSIS:

The SSCP Application Review Subcommittee, comprised of Mayor Walker, Councilor Ramseyer, and Councilor Hanley, met on September 10, 2025 to review the applications.

Per the guidelines, the applications were scored according to the following criteria

- Advancement of program objectives
- Positive impact on Sandy residents
- · Relative value of the investment
- Long-term sustainability of the investment
- Grant implementation track record of the applicant

Item # 6.

Each application could score a maximum of 100 points. The scoring results, averaged between the three evaluators, were as follows:

Friends of the Sandy Library 94 points

Saving Sandy's History

<u>Kiwanis Club of Sandy</u> 91 points

Sandy Kiwanis Christmas Basket Program

Sandy Seventh Day Adventist Church 88 points

Enhancing Community Health Thru Dental and Vision

<u>Todos Juntos</u> 84 points

STEAM Futures Summer Program for Middle School Youth

Sandy Historical Society 84 points

Historical Museum Exhibits

<u>Trajectory</u> 82 points

SICC Forest Festival

AntFarm 73 points

Supporting Youth and Seniors through Community Connect

AntFarm 73 points

Expanding Mt. Hood Farmer's Market

Sandy Community Action Center 70 points

Community Pantry Support

Sandy CERT 67 points

Sandy CERT

BUDGET IMPACT:

The 2025-2027 budget allocated \$60,000 for the SSCP program for the biennium. The funding recommendations of the subcommittee total \$60,000.

RECOMMENDATION:

The SSCP Application Review Subcommittee recommends awarding 2025-2027 SSCP grant funds as follows:

Organization Name	Project Name	Requested Funding	Recommended Funding
Sandy Seventh Day Adventist Church	Enhancing Community Health Thru Dental and Vision	\$18,000	\$17,000
Kiwanis Club of Sandy	Sandy Kiwanis Christmas Basket Program	\$19,500	\$16,000
Friends of the Sandy Library	Saving Sandy's History	\$14,000	\$12,000
Todos Juntos	STEAM Futures Summer Program for Middle School Youth	\$10,000	\$5,000
Trajectory	SICC Forest Festival	\$15,000	\$5,000
Sandy Historical Society	Historical Museum Exhibits	\$15,850	\$5,000
Sandy Community Action Center	Community Pantry Support	\$20,000	
AntFarm	Community Connect	\$10,000	
AntFarm	Farmers Market	\$5,000	
Sandy CERT	Sandy CERT	\$9,943	
TOTAL		\$137,293	\$60,000

SUGGESTED MOTION LANGUAGE:

"I move to approve the Special Service Contract Program grant awards for the 2025-2027 biennium, as recommended by the Application Review Subcommittee."

LIST OF ATTACHMENTS / EXHIBITS:

- 2025-2027 SSCP Applications (10)
- SSCP Program Guidelines (revised 2025) (link)

8/22/25, 2:12 PM Submission #2

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

Home Special Service Contract Program Webform results Special Service Contract Program

Submission information

Form: Special Service Contract Program [1] Submitted by Visitor (not verified)

Wed, 08/20/2025 - 5:44pm

Title of Project

Enhancing Community Health Through Free Dental & Vision Clinics

Applicant Organization

Sandy Seventh-day Adventist Church

Federal Tax-Exempt ID Number

Organization Address

18575 SE Langensand Rd.

Organization City, State, ZIP

Sandy, OR 97055

Name of Project Manager

Tami Beaty, Community Outreach Director

Project Manager Phone

Project Manager Email

Project Beginning Date

Sun, 10/05/2025

Project End Date

Fri. 04/30/2027

Please describe your 2025-2027 SSCP project

Project Details:

- 1. Free Dental Clinic (Fall 2025 and Fall 2026):
- In partnership with Caring Hands Worldwide, Inc., Patterson Dental, and volunteer dental professionals, Sandy Seventh-day Adventist Church will offer our seventh and eighth annual, free, one-day Dental Clinics October 5, 2025 & October 4, 2026.
- Performance Measures: These clinics will provide vital dental services, including x-rays, hygiene, crowns (possibly only 2025), extractions, and fillings, benefiting at least 120 patients each year. (We served over 160 patients in 2024)
- Professional services will be provided on site by dental professionals from Sandy and surrounding communities as in-kind donations of labor.
- Through in-kind donations provided by Custom Dental Prosthetics and Assured Dental Lab, the clinics may also offer dental flippers, addressing aesthetic and functional dental concerns. These

8/22/25, 2:12 PM Submission #2

partnerships for dental flippers are in place for 2025, not guaranteed in 2026.

Item # 6.

- Caring Hands Worldwide, Inc., will contribute essential dental equipment and supplies to enstable high-quality dental care for underserved community members.
- Patterson Dental will provide the use of a crown fabrication machine as an in-kind donation in 2025. They also will provide a dental scanner for flippers in 2025 and in-kind donations of toothbrushes, toothpaste and dental floss for distribution to patients.
- The partnership with Caring Hands Worldwide, Inc., requires an annual fee of \$3500 to Sandy Seventh-day Adventist Church to facilitate these essential dental services.
- An additional annual liability insurance fee of approximately \$2500 is required by our risk management administrator for free dental clinics. The final fee is determined based on the number of patients receiving services and types of services provided.
- 2. Free Vision Clinics (Spring 2026 and Spring of 2027)
- Partnering with the Daniel Migael Foundation, Inc., Sandy Seventh-day Adventist Church plans to offer our fourth and fifth annual, free, one-day Vision Clinic April 26, 2026, and Spring 2027.
- Performance Measures: Experienced, volunteer ophthalmologists will provide in-kind donations of labor for comprehensive eye exams, including screenings for glaucoma and diabetes, aiming to serve at least 100 patients.
- Patients will have the opportunity to receive prescription eyeglasses at no cost, enhancing their quality of life and visual health.
- The Daniel Migael Foundation, Inc., will contribute essential equipment for the eye examinations and eyeglass fittings.
- To support this partnership, the foundation charges an annual fee of \$4000 to Sandy Seventh-day Adventist Church, demonstrating a shared commitment to community well-being.

What is the dollar amount of SSCP grant funding you are requesting? 18,000.00 (2 Dental & 2 Vision Clinics Partially Funded)

Which of the 2025-2027 program objectives will your project achieve? Support the health and physical well-being of residents within Sandy city limits

Please specifically describe how your project meets the selected program objective(s) Sandy Community Benefits::

These free Dental & Vision Clinics hold significant potential for positively impacting the Sandy community:

- -Addressing Unmet Needs: Low-income residents lacking access to dental and vision care will receive crucial services, promoting their overall health and quality of life. Also underinsured people in our community are provided with services they may not be able to afford, indirectly affecting their long-term health.
- Collaborative Partnerships: By partnering with Caring Hands Worldwide, Inc., Patterson Dental, Assured Dental Lab (2025), Custom Dental Prosthetics (2025), Daniel Migael Foundation, Inc., and dental and vision professionals, Sandy Seventh-day Adventist Church leverages collective resources for a more extensive community reach.
- Public Health Improvement: Through preventative and restorative dental care and comprehensive eye exams, and early detection of eye conditions, the clinics contribute to much better long-term health improvement for our Sandy community.
- Community Well-Being: Improved vision and dental health positively impacts individuals' self-esteem, employability, and overall well-being for those in our Sandy community.

Please specifically describe how residents within Sandy city limits will benefit from the project

8/22/25, 2:12 PM Submission #2

Healthy citizens are the backbone of a thriving city. Free Dental & Vision services impact a city well-being through better long-term health. When citizens see their city investing in their well-being; it fosters a sense of belonging and civic pride.

DENTAL CARE:

- Oral health is directly linked to systemic health. It helps prevent infections, heart disease, diabetes complications and even strokes.
- -A healthy smile improves confidence, which affects social interactions, job prospects and overall happiness.
- -Untreated dental issues can cause persistent pain, leading to anxiety, depression and sleep problems.
- -People with healthy teeth are more likely to succeed in interviews and customer-facing roles.
- -Fewer dental emergencies mean fewer missed work days and more consistent productivity.
- -Relief from oral discomfort allows students to focus and perform better in class.
- -Dental issues often send people to urgent care and emergency departments when care is unaffordable, adding to healthcare costs and burdens the healthcare system. Free services ease this burden.

VISION CARE:

- -Correcting vision problems can alleviate chronic discomfort and provide mental clarity.
- -Seeing clearly reduces frustration, isolation and anxiety-especially with seniors and those with disabilities.
- -Children with undiagnosed vision issues often struggle in school. Free care ensures they can read, write and engage fully.
- -Vision problems can mimic attention disorders; correcting them can improve classroom behavior and focus.
- -Clear vision is essential for most professions.
- -People with corrected vision are more confident and capable in interviews and work environments.
- -Older adults can stay in the workforce longer with proper eye care.
- -Good vision helps prevent falls, traffic incidents and workplace injuries.
- -Seniors and people with disabilities can navigate the city more safely and confidently.
- -Free vision care helps low-income residents, immigrants and marginalized groups participate fully in city life.
- -Seeing clearly is fundamental to self-reliance, communication and social interaction.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

Performance Measures:

DENTAL CARE:

Experienced, volunteer dental professionals will provide in-kind donations of labor for comprehensive dental care including cleanings, extractions, fillings and in 2025 crowns & flippers to at least 120 patients with a significant number of patients being residents of the city of Sandy.

EYE CARE:

Experienced, volunteer ophthalmologists will provide in-kind donations of labor for comprehensive eye exams, including screenings for glaucoma and diabetes, aiming to serve at least 100 patients each clinic with a significant number of patients being residents in the city of Sandy.

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

Good Value for the City of Sandy:

Free dental and vision clinics offer tremendous value to the City of Sandy by delivering high-impa

8/22/25, 2:12 PM Submission #2

Here's how this investment of taxpayer funds pays off in meaningful ways:

Health Equity & Preventive Care

- Early detection saves lives and money: Routine dental and vision screenings catch issues before they escalate into costly emergencies or chronic conditions.
- Reduces ER visits: Many uninsured residents turn to emergency rooms for dental pain or visionrelated accidents—free clinics divert these cases, easing the burden on hospitals.
- Improves overall well-being: Oral and visual health are directly tied to systemic health. Untreated gum disease, for example, is linked to heart disease and diabetes.

Support for Vulnerable Populations

- Low-income families and seniors benefit most: These clinics provide access where insurance coverage is limited or nonexistent.
- Children thrive in school: Vision problems are a leading cause of learning difficulties. Free screenings and glasses help kids stay focused and succeed academically.
- Empowers underserved communities: When basic health needs are met, people are more likely to engage in civic life, work, and education.

Economic & Workforce Impact

- Healthy workers are productive workers: Poor dental health can lead to missed workdays and reduced job performance. Clear vision is essential for many trades and professions.
- Boosts employability: A confident smile and corrected vision can make a huge difference in job interviews and workplace interactions.
- · Attracts and retains residents: Cities that invest in public health signal a commitment to quality of life, making Sandy more appealing to families and businesses.

Smart Use of Taxpayer Dollars

- High ROI on preventive care: Every dollar spent on prevention saves multiple dollars in future treatment costs.
- Leverages volunteer and nonprofit partnerships: Our clinics operate with support from local dentists, dental hygienists, ophthalmologists, optometrists, and health organizations—stretching public funds further.
- Reduces long-term public assistance costs: Healthier residents are less likely to rely on disability benefits or other social services.

Community Trust & Civic Pride

- Visible impact builds trust in local government: Residents see their tax dollars at work in tangible, life-improving ways.
- Fosters a culture of care: Free clinics demonstrate that Sandy values all its residents, reinforcing community bonds and shared responsibility.

If Sandy continues to invest in these clinics, it's not just providing services—it's building a healthier, more resilient, and more inclusive city.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

This is investing in the long-term health of our citizens by providing preventative care for both dental and vision.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

8/22/25, 2:12 PM Submission #2

Please indicate the program/organization from which you received grant funding; the yell ltem #6.

1. SSCP Funding 2023-2025 14,500.00 2. Versacare Foundation 2024 5000.00(dental) 3. Versacare Foundation 2025 4000.00 (vision)

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

and the dollar amount

sscp grant budget form 2025.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

2024 sandy area free dental clinic highlights video.docx [3]

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23885

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget_form_2025.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/2024 sandy area free dental clinic highlights video.docx

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name: Enhancing Community Health Through Free Dentel 9 Vision Clinica							OREGON		
Project Name: Applicant Name:	Enhancing Community Health Through Free Dental & Vision Clinics Sandy Seventh-day Adventist Church						-		
Applicant Maine.			Candy Seventin-	aay Auveniisi (SSCP Grant	Matchin	g Funds		
BUDGETITEM	Units Needed	Units of Measure	Cost Per Unit	Total Cost	(A) SSCP Funding Requested	(B) Other Funding Sources *	(C) In-Kind Support	TOTALS	
Personnel Costs: List Personnel Working on							, other funding,	or in-kind	
match (volunteer). If they are volunteering, ass	sume a pa	y value of \$33.	.49 per hour.						
Dental Clinic Volunteers	540	personel	\$33.49	\$18,084.60			\$18,084.60	\$18,084.60	
Vision Clinic Volunteers	96	personel	\$33.49	\$3,215.04			\$3,215.04	\$3,215.04	
Crown Manufacturing	40	units	\$220.00	\$8,800.00			\$8,800.00	\$8,800.00	
Flipper Manufacturing	10	units	\$450.00	\$4,500.00			\$4,500.00	\$4,500.00	
Subtotal Personnel Costs				\$34,599.64	\$0.00	\$0.00	\$34,599.64	\$34,599.64	
Materials / Supplies / Equipment									
Dental Clinic ID Name tags	400	units	\$1.00	\$400.00			\$400.00	\$400.00	
Toothbrushes	300	units	\$0.50	\$150.00			\$150.00	\$150.00	
Toothpaste	300	units	\$1.00	\$300.00			\$300.00	\$300.00	
Dental Floss	300	units	\$0.25	\$75.00			\$75.00	\$75.00	
Subtotal Materials/Supplies/Equipment:				\$925.00	\$0.00	\$0.00	\$925.00	\$925.00	
Front Food / Dublish / Moduling									
Event Fees / Publicity / Marketing	4	-1:-:	¢050.00	04 000 00	£4,000,00			04 000 00	
Fliers for dental/vision clinics Caring Hands Worldwide, Inc. Fee (dental)	2	clinics clinics	\$250.00 \$3,500.00	\$1,000.00 \$7,000.00	\$1,000.00 \$7,000.00			\$1,000.00 \$7,000.00	
Daniel Migael Foundation, Inc. Fee (vision)	2	clinics	\$4,500.00	\$9,000.00	\$6,200.00	\$2,800.00		\$9,000.00	
Risk Management Liability Insurance for	2	clinics	\$2.500.00	\$5,000.00	ψ0,200.00	\$5,000.00		\$5,000.00	
Dental Clinic Subtotal Fees/Publicity/Marketing			, ,	\$22,000.00	\$14,200.00	\$7,800.00	\$0.00	\$22,000.00	
Subtotal Fees/Fublicity/Marketing			1	\$22,000.00	\$14,200.00	\$7,000.00	Ф 0.00	\$22,000.00	
Transportation Costs									
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Transportation and Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Administration (clerical, printing, postage, permits, etc.)									
postago, porrinto, oto./				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Admin Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Misc Other Costs								<u> </u>	
Church Facility Use	4	days	\$2,000.00	\$8,000.00			\$8,000.00	\$8,000.00	
Dental Clinic Lunches for Patients and Volunteers	2	clinics	\$1,000.00	\$2,000.00	\$2,000.00			\$2,000.00	
Crown supplies (additional)	2	clinics	\$300.00	\$600.00	\$600.00			\$600.00	
Food for Vision Clinic	2	clinics	\$300.00	\$600.00	\$600.00			\$600.00	
Miscellaneous supplies for dental/vision	4	clinics	\$200.00	\$800.00	\$600.00	\$200.00		\$800.00	
Subtotal Misc. Other Costs				\$12,000.00	\$3,800.00	\$200.00	\$8,000.00	\$12,000.00	
TOTAL PROJECT COSTS				\$69,524.64	\$18,000.00	\$8,000.00	\$43,524.64	\$69,524.64	
				Amt.					
* Other Funding Sources -	List Sou	rces Here		Funded					

* Other Funding Sources - List Sources Here	Amt. Funded
Oregon Conf of Seventh-day Adventists	\$2,500.00
Sandy Seventh-day Adventist Church	\$5,500.00
Total: Other Funding Sources	\$8,000,00

2024 Sandy Area Free Dental Clinic Highlights Video



https://youtu.be/fQa-ioiCr7U?si=OR0EzCVnlw1Ge1iH

9/2/25, 12:56 PM Submission #4

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Tue, 09/02/2025 - 12:44pm



Sandy Kiwanis Christmas Basket Program

Applicant Organization

Kiwanis Club of Sandy

Federal Tax-Exempt ID Number

Organization Address

PO Box 1261

Organization City, State, ZIP

Sandy Or 97055

Name of Project Manager

Martin and Shannon Montgomery

Project Manager Phone

Project Manager Email

Project Beginning Date

Wed, 10/01/2025

Project End Date

Sat. 12/20/2025

Please describe your 2025-2027 SSCP project

The Sandy Kiwanis Club's Christmas Basket Program provides holiday food baskets, complete with all the fixings for a traditional ham dinner, to over 275 families in need within the Oregon Trail School District. In addition, the program ensures that children ages 0-17 receive toys and gifts, brightening the holidays for more than 500 local kids. With the increasing cost of food, the Sandy Kiwanis hopes that this SSCP grant will help meet the growing need for assistance that we are seeing in our community. We will also be using a portion of the grant funds to purchase some items for our large Kiwanis utility trailer that we can use in future years to make the event safer, more visible and more sustainable.

Our Food Basket and Toy Program takes weeks of planning, fund raising and program implementation. Kiwanis reaches out to the community for donations of food, cash and toys. Oregon Trail School District collects canned food the week before and Sandy High Key Club members help load the cans in all the boxes. Local businesses collect toys in toy barrels from customers, and

9/2/25, 12:56 PM Submission #4

Item # 6.

donate food, cash and other items. Kiwanis volunteers bring all the food and toys to a central location where boxes are filled and toys are organized by age. Other Sandy Community Servid⊷ organizations, including Key Club, Fire Department, Police, Rotary Club, etc. come on Friday morning and fill bags with toys, books and games based on the toy bag label's ages and genders. On Saturday, Kiwanis volunteers hand out the food boxes and toy bags to each family picking up. For those not able to pick up, deliveries are arranged. The Sandy Kiwanis Food Basket and Toy Program is made possible through generous donations and the dedication of 100% volunteer coordination, with every effort focused on serving our community during the holiday season.

What is the dollar amount of SSCP grant funding you are requesting? \$19,500

Which of the 2025-2027 program objectives will your project achieve?

- Support the health and physical well-being of residents within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)
- Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s)

The Sandy Kiwanis Christmas Food Basket and Toy Program primarily meets SSCP Objective Two of "supporting the health and well-being of City of Sandy residents". It also touches on Objective Three (Community Livability) and Objective Four (History and Heritage). Each family receives one to two very large boxes of food, ham, fruit, vegetables and canned food. Providing food to families in need, directly supports the well-being of residents in Sandy and the Oregon Trail School District. By offering both essential holiday meals and gifts for children, the program helps ease the stress many parents and guardians face during the holidays, allowing them to focus on family and joy.

The Sandy Kiwanis Club, one of the longest-serving service organizations in the community, has a long history of supporting local kids. Through scholarships and events like the annual Easter Egg Hunt and the Key Club at the high school, our Kiwanis Club continues to make a lasting impact. This year, the Christmas Basket Program will celebrate its 70th consecutive year of service, making this event an important historic event of Sandy residents, helping our neighbors (Goal 4). The involvement of dozens of local volunteers, including other service organizations and businesses, helps improve the sense of community service and livability in Sandy (Goal 3).

Please specifically describe how residents within Sandy city limits will benefit from the project

The Sandy Kiwanis Christmas Basket and Toy Program provides over 275 families within the Oregon Trail School District (a requirement to enroll). Historically, more than 65% of our families receiving food baskets and toys, live within Sandy City limits. As part of this grant, we will be reporting the exact numbers of city residents served. Larger families receive two huge food boxes overflowing with ham, fruit, vegetables, and canned goods. The food and toys provided to these families during the holidays helps ease the hunger and stress by providing quality food and gifts

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

The measurements Sandy Kiwanis will use to assess the positive impact are 1) The total number of boxes provided and families served, as well as the total number of individual children, adults and seniors (within city limits and outside city limits but within OTSD). We will also track the number of volunteers involved and their total volunteer hours. Finally, we will report the dollar amount of matching cash donations received this year, towards the SSCP grant.

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

9/2/25, 12:56 PM Submission #4

The value is simple – with food and toy costs at an almost all time high, this grant will help Sar kiwanis feed more local neighbors that may not have the ability to provide a holiday meal for the families, or gifts for their children. We also provide food boxes to many low-income seniors within our community. Our Kiwanis Food Basket Program also takes off some of the pressure off other local agencies like the Sandy Community Action Center so that they can focus on demand in the other 51 weeks of the year.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

As we head into our 70th year of the Kiwanis Christmas Food Basket and Toy Program, we continue to look for ways to make this, and our other Sandy community service events and Kiwanis fundraisers more sustainable. These include Sandy Winterfest sponsorship, The Meinig Park Easter Egg Hunt, The Sportsmens' Breakfast (taken over from Sandy Fire), our Kiwanis ice cream booth at Sandy Mountain Festival, our Cruise-In Breakfast and Sandy's Trick or Treat Trail. The fund-raising events Kiwanis does, allow us to grant funds for Sandy High School scholarships, support Key Club, 4-H and FFA activities, provide Mt. Hood Kiwanis Camp and Scouting sponsorships, and assist in many other efforts, to help our Sandy community members.

A portion of the SSCP grant funds will be used to purchase a safety ramp and Sandy Kiwanis logo decals on our utility trailer The utility trailer we purchased for hauling all the Christmas basket food and for other Kiwanis events, does not have any ramps and is almost two feet off the ground. Purchasing a safety ramp will allow us to safely load and unload food and other community event materials throughout the year and avoid volunteer injuries. Purchasing some large Sandy Kiwanis decals or car magnets will give our organization and the community events we sponsor, more visibility and marketing. Branding and marketing our organization is critical to recruiting more Kiwanis members and sustaining these Sandy community events and Kiwanis grants into the future.

Thank you for the opportunity to apply for this SSCP grant to help our Sandy community neighbors over the holidays and help sustain our City of Sandy and Kiwanis partnership into the future

Have you received grant funding in the past, either through SSCP or through another organization?

No

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

sscp_grant_budget.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here kcbpphoto.png

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

9/2/25, 12:56 PM Submission #4

Agreement / Certification of Accuracy

Item # 6.

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23937

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/kcbpphoto.png

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name:	Kiwani Christmas Basket and Toy Program				OREGON			
Applicant Name:	Sandy Kiwanis - Martin and Shannon Montgomery				UK250K			
					SSCP Grant	SSCP Grant Matchin		
BUDGET ITEM	Units Needed	Units of Measure	Cost Per Unit	Total Cost	(A)	(B) Other Funding Sources *	(C) In-Kind Support	TOTALS
PERSONNEL COSTS								
Sunday Volunteers	40	hours	\$33.49	\$1,339.60			\$1,339.60	\$1,339.60
Monday Volunteers	72	hours	\$33.49	\$2,411.28			\$2,411.28	\$2,411.28
Tuesday Volunteers	168	hours	\$33.49	\$5,626.32			\$5,626.32	\$5,626.32
Wednesday Volunteers	72	hours	\$33.49	\$2,411.28			\$2,411.28	\$2,411.28
Thursday Volunteers	96	hours	\$33.49	\$3,215.04			\$3,215.04	\$3,215.04
Friday Volunteers	186	hours	\$33.49	\$6,229.14			\$6,229.14	\$6,229.14
Saturday Volunteers	191	hours	\$33.49	\$6,396.59			\$6,396.59	\$6,396.59
Subtotal Personnel Costs				\$27,629.25			\$27,629.25	\$27,629.25
PROJECT EXPENSES								
Food including Ham, Potatoes, Rice, Canned goods, etc.				\$20,000.00	\$19,000.00	\$1,000.00		\$20,000.00
Oregon Trail School Dist. Canned Food Drive				\$11,000.00			\$11,000.00	\$11,000.00
Fruit Donation (Janz Enterprises)				\$1,000.00			\$1,000.00	\$1,000.00
Toy Donations (Toy barrels set up in 8 local businesses)				\$16,000.00			\$16,000.00	\$16,000.00
Donations for teen gifts				\$1,000.00		\$1,000.00		\$1,000.00
Uhaul Truck to pick up toys				\$600.00		\$600.00		\$600.00
Food boxes, Hefty bags, tape, etc.				\$1,100.00		\$1,100.00		\$1,100.00
Business Related (Square, postage)				\$225.00		\$225.00		\$225.00
Kiwanis Utility Trailer Ramp				\$300.00	\$300.00			\$300.00
Kiwanis Utility Trailer Decals/				\$200.00	\$200.00			\$200.00
Subtotal Project Expenses:				\$51,425.00	\$19,500.00	\$3,925.00	\$28,000.00	\$51,425.00
TOTAL PROJECT COSTS				\$79,054.25	\$19,500.00	\$3,925.00	\$55,629.25	\$79,054.25

* Other Funding Sources - List Sources Here	
Personal and Business Cash Donations	\$3,925.00

9/2/25, 4:03 PM Submission #5

Published on Sandy, OR (https://www.ci.sandy.or.us)

Home Special Service Contract Program Webform results Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Tue, 09/02/2025 - 2:07pm



Saving Sandy's History

Applicant Organization

Friends of Sandy Library

Federal Tax-Exempt ID Number

Organization Address

PO Box 1671

Organization City, State, ZIP

Sandv

Name of Project Manager

John H Frick

Project Manager Phone

Project Manager Email

Project Beginning Date

Mon, 08/25/2025

Project End Date

Wed. 08/25/2027

Please describe your 2025-2027 SSCP project

Continuation of project started in 2023-2025 Biannual. Digitalization of Sandy Post and precursor local newspaper from inception to last publication in July 2025

What is the dollar amount of SSCP grant funding you are requesting?

14,000.00

Which of the 2025-2027 program objectives will your project achieve?

Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s)

Preserves all previous copies of the Sandy Post in digital form for more convenient and efficient access to Sandy's history and heritage, as written in the local newspaper, for what ever the reason

207

Item # 6.

9/2/25, 4:03 PM Submission #5

Please specifically describe how residents within Sandy city limits will benefit from the project

Item # 6.

Easy, convenient access to all copies of the local newspaper, Sandy Post, for what ever reason a resident would need the information

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

There is no accurate way to measure or judge the value to the community, like there is no way to do the same for the Korean War Statue within the city limits. It is there for those interested. It may encourage those who are not initially interested

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

If access to history to review, understand, and see the consequences of good and bad decisions is not a good value, then I don't know any other way to evaluate a project such as this

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

The grant awarded for 2023-2025 was matched by the Friends at a greater than 2-1 match. With this grant, the match will still be greater than 1-1. This is regardless as to any contributions made by the Friends for the two year period.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding; the year; and the dollar amount

16,900.00

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

sscp grant budget form 11.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

sscp grant budget form 11.xlsx [3]

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and

9/2/25, 4:03 PM Submission #5

compliance with City policies and regulations; and the requested funding for organization staffiwill be dedicated to the execution of the specific project being applied for (if applicable).

Item # 6.

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL: https://www.ci.sandy.or.us/node/23491/submission/23941

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget_form_11_0.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget_form_11.xlsx

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Droingt Name:	Saving Sandy's History								
Project Name: Applicant Name:	+	Saving Sandy's History Friends of Sandy Library							
Applicant Name.	_								
					SSCP Grant	Matching			
					(A) SSCP	(B) Other	(C) In- Kind	TOTALS	
BUDGET ITEM	Units	Units of	Cost Per Unit	Total Cost	Funding Requested	Funding Sources *	Support		
								funding or	
Personnel Costs: List Personnel Working on Project, their pay rate, days or hours worked, and whether they will be paid by grant, other funding, on n-kind match (volunteer). If they are volunteering, assume a pay value of \$33.49 per hour.									
, , ,	Ţ,			\$0.00				\$0.00	
				\$0.00				\$0.00	
	+								
	-			\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Personnel Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			T			ı		1	
Materials / Supplies / Equipment									
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
	\vdash								
				\$0.00				\$0.00	
Subtotal Materials/Supplies/Equipment:				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Front Food / Dublicity / Marketing	T							1	
Event Fees / Publicity / Marketing									
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Fees/Publicity/Marketing				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	T		T			ı		ī	
Transportation Costs									
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Transportation and Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<u> </u>	1	1		-			l	
Project Administration (clerical, printing, postage, permits, etc.)									
postage, permits, etc.)				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Admin Costs					\$0.00	\$0.00	\$0.00		
Subtotal Admin Costs	<u> </u>		<u> </u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Misc Other Costs									
Digitilation				\$14,088 61	\$14,000.00	\$88.61	\$0.00	\$14,088.61	
2.3				\$0.00	ψ11,000.00	ψοσ.στ	ψ0.00	\$0.00	
					¢44.000.00	£00.04	¢0.00		
Subtotal Misc. Other Costs	<u> </u>			\$14,088.61	\$14,000.00	\$88.61	\$0.00	\$14,088.61	
TOTAL PROJECT COSTS				\$14,088.61	\$14,000.00	\$88.61	\$0.00	\$14,088.61	
101/1211100010				71-1,000.01	\$1.1,000.00	\$00.01	\$0.00	Ţ 1 -1,000.0 I	
* Other Funding Sources - L	iet Sour	one Horo		Amt.					
		es nere		Funded					
Existing organization	n funds			\$88.61					

\$88.61

Total: Other Funding Sources



<u>Special Service Contract Program Application</u> 2023-2025 Biennium

Please submit this application for a special service contract to the front counter at Sandy City Hall no later than 5:00 PM, Friday, August 25th, 2023. Applications received after the deadline will not be accepted.

Name of Organization:Friends of Sandy Library
Contact Name/Title: _ Dale Hauff, President and John Frick, Treasurer
Mailing Address:PO Box 1671_Sandy, OR 97055
Contact Phone:Dale Hauff _503/863-6680, John Frick 503/804-6945
Contact Email: Dale Hauff: dphauff@gmail.com John Frick: jhfrick11@gmail.com
Name of Project:Saving Sandy's History
Is this a Non-Profit Organization? Yes $__X__$ No $___$
Non-Profit Federal Tax Exempt ID Number:93-1227461
Exec Dir signature: Dale Hauff Alle Alle Date:August 25, 2023

The City Council of the City of Sandy has established this Special Service Contract Program (SSCP) to empower non-profit organizations to provide services in Sandy without creating new city programs. The SSCP is designed to help the Sandy City Council achieve their stated goals, provide additional public benefits, and/or meet identified community needs. Criteria for acceptance of an application are found below. Programs or services that help to accomplish current City Council goals will be given additional consideration. The most recently approved City Council goals can be found on the City of Sandy website (https://www.ci.sandy.or.us/citycouncil/page/2023-25-city-council-goals).

Criteria:

- Please provide a clear description of how you propose to accomplish one of the City Council
 goals, meet a community need, or provide a public benefit. Proposed services or programs must
 work with existing city programs and services. Public safety
- Describe how much financial assistance you will require to fund your proposed service or program along with a financial plan that demonstrates managerial and fiscal competence.
- 3. Please attach a simple budget for how you plan to use the money requested from this program. Please include any outside funds or in-kind donations of labor or materials outside funds & in-

kind donations are encouraged and will increase the likelihood of application acceptance. (Funds may not be used for one-time events, scholarship-type activities or purchase of equipment.)



<u>Special Service Contract Program Application</u> 2023-2025 Biennium

- 4. What performance measures would you suggest as the most accurate measures for tracking the success of your proposed program or service?
- 5. How does your proposed program or service accomplish the goal you have identified? Please describe your plan of action.
- Please describe the need for this proposed program or service in the City of Sandy.
- 7. Is your organization capable of providing the proposed program or service in a scaled down form if your request is not fully funded?
- 8. Please attach a copy of the determination letter indicating your 501(c)3 status or alternate paperwork showing you are registered as a tax exempt organization.

Selection Process:

An SSCP review committee will review all applications, reject those that do not meet the stated application criteria and pass along a list of preferred projects based on available funding to the City Council for final consideration. The City Council will approve the final list of selected applicants.

The City of Sandy reserves the right to place additional conditions on these requests for funding and to periodically audit these agreements for compliance as it deems necessary. The City may request a return of part or all of the funding if agreed-to conditions are not satisfactorily met.

SAVE SANDYS HISTORY GRANT APPLICATION FOR CITY OF SANDY SSCP

Project Description:

This project would digitize decades of old Sandy Post newspapers in searchable online format that is widely available and free to all. There is only one hard copy of the entire Sandy Post Archives 1936-present and it exists in a small windowless room in Gresham. If a fire or other disaster happened, Sandy's written history would be gone forever. The University of Oregon Library has started a "Digital Newspaper Library Service" and have already scanned decades of old newspapers from small towns around Oregon and put them online (see attachments). They do have some of the Sandy Post on microfiche but it is held at the university library and must be mailed snail mail to the local Sandy Library. The Digital Newspaper Library Service staff partner with towns to produce a searchable database of the newspapers for \$0.65 a page from microfiche and \$0.85 per page from hard copy issues. They do all the work once they have the issues.

We are proposing to do 25 years of issues at this time with the grant funds, but are actively seeking matching funds from Pamplin Media, Sandy residents, and other entities, to add as many years as we can afford. It costs about \$675 for a year of issues. We may start with the oldest, or we may start with 1970's when Sandy started growing. Our intent is to continue until all issues are available online, free for anyone to search at the library or from home. The total project cost for 25 years of issues is \$19,107 and we are requesting \$16,900 with an in-kind match of \$2,207 to deliver and retrieve the volumes and market their availability.

PROJECT ITEM AND SCOPE	TOTAL COSTS	GRANT REQUEST	GRANT MATCH
University of Oregon Digital Newspaper Program			
Cost Per Page to fully scan/digitize search friendly page	\$ 0.85		
Estimated avg pages per year (avg 20 pages*52 issues)	1040		
Cost of Phase 1, 25 years' worth (1040*20*\$0.65)	\$ 16,900	\$ 16,900	
Unconfirmed Cash Match			\$15,000
Delivery and Return of Bound Volumes			MATCHING IN- KIND SERVICES
Estimate six trips to Eugene over two year period (5 hrs round trip)=30 hrs			
Value of volunteer driver (\$31.80/hr*30 hrs) OR State required value	\$ 954		\$ 954
Mileage 254 miles each trip \$0.655 per mile OR mileage rate (254*.655)	\$ 998		\$ 998
Marketing of Historical Data Availability			
Online media announcements through City of Sandy Library, local Facebook pages and Instagram (\$31.80/hr OR volunteer rate*8 hrs)	\$ 254		\$ 254
TOTAL PROJECT COST CONFIRMED	\$ 19,107	\$ 16,900	\$ 2,207
TOTAL PROJECT AMOUNT UNCONFIRMED			\$15,000

Grant Criteria Responses

 Please provide a clear description of how you propose to accomplish one of the City Council goals, meet a community need, or provide a public benefit. Proposed services or programs must work with existing city programs and services.

Council goals center on public safety, public works, community planning, economic development, parks and recreation, SandyNet, transit, library and our city staff and Council/Mayor. ALL have their history documented in the Sandy Post over the last 90 years. The police log, the improvements of Bluff Road, construction of Dubarko, the projects at our water and wastewater treatment plants, the construction of our movie theater, Fred Meyer, all our new parks, Tickle Creek Trail, our new bus system, our new library, and the election of dozens of our local residents to help steer this town's future can all be found in the pages of the Sandy Post over the last 25 years. It is even more amazing to read the papers from the 50's, 60's and 70's to learn how Sandy has changed. The goals listed in 2023 stand on the shoulders of the goals from the 1970's, 80's, 90's etc. Funding this project will make this searchable historic treasure of our town, available to serve all residents and anyone in the world who wants to look at it online from home, the Sandy Library or from University of Oregon Digital Newspaper Program for free.

- 2. Describe how much financial assistance you will require to fund your proposed service or program along with a financial plan that demonstrates managerial and fiscal competence.
 See table above. We request \$16,900 in grant funds and have over \$2,200 in matching in-kind services. We are aiming to get another \$15,000 in matching cash grants. Once we have grant approval, we hope to line up additional cash matches within 60 days. The University of Oregon charges \$0.65 per page to scan from microfiche and \$0.85 to scan hard copy issues and provides the services below. The Oregon Digital Newspaper Program was created to coordinate the digitization of historic Oregon newspapers by outside organizations for inclusion in ODNP. Their goal is to become a single resource to freely search for historic Oregon newspapers. By partnering in ODNP, the UO Libraries will provide Friends of the Sandy Library and Sandy
 - Project Management

residents:

- Microfilm Analysis, Collation, and Duplication
- Vendor Coordination for Digitization, OCR, and article coordinates
- Quality Control of data and images
- Integration of content into the ODNP site
- Digital preservation on digital image files and metadata

More information on the program and the numerous small-town newspapers they have already scanned demonstrating their managerial and fiscal competence are shown the Attachments A1-4.

3. Please attach a simple budget for how you plan to use the money requested from this program. Please include any outside funds or in-kind donations of labor or materials – outside funds & in-kind donations are encouraged and will increase the likelihood of application acceptance. (Funds may not be used for one-time events, scholarship-type activities or purchase of equipment.)

See above for budget sheet. We are actively seeking cash matches to scan an additional 20+years (of the almost 90 year archive). The Pamplin Media may donate towards the project. Local residents who may be willing to contribute, especially given the recent Lahaina fires that show how a town's history can be eradicated in one catastrophe. We will scan as many issues as we

can and continue in future years to completion. Delivery and retrieval of the bound volumes to the University of Oregon Library and coordination with their digital newspaper program staff, as well as our marketing of this wonderful asset on the city's Sandy Library website, Facebook sites, Pamplin Media and other sources, are our in-kind services match for the project.

4. What performance measures would you suggest as the most accurate measures for tracking the success of your proposed program or service?

Elizabeth Peterson, the U of O Digital Collections Librarian who heads the projects confirms her staff can scan 90 years of issues in one year under a Memorandum of Agreement (Attachment 6) and bill at the end of the project. We will provide a mid-year progress and final accomplishment report on how many years/issues have been digitized, along with the funds spent to date.

How does your proposed program or service accomplish the goal you have identified? Please describe your plan of action.

The intent of the project is to make these historic issues of the Sandy Post available to everyone and anyone for free so they can easily search our town's history. We intend to work with the Sandy Library, Pamplin Media, Facebook groups in the area, and others to advertise the availability of the free searchable records to Sandy/Mt. Hood area residents, historians, local schools, clubs, and others interested. It will also be highly ranked on Google, under the University of Oregon Library's Digital Newspaper Service Program for the state.

- 6. Please describe the need for this proposed program or service in the City of Sandy. As stated, there is only one entire archive of the Sandy Post that exists. If these volumes were lost in a fire, or flooded by a sprinkler system or other natural catastrophe, Sandy's written history would be lost forever. The ease of digitizing these issues, makes them searchable for those curious about their ancestors, doing genealogy, looking up when a particular project was done in town, or just wanting to have a digital copy of a relative who got their picture in the paper something we all like to clip and save in our scrapbooks.
- 7. Is your organization capable of providing the proposed program or service in a scaled down form if your request is not fully funded?

Yes, since the University of Oregon's Library Digital Newspaper Service charges by the page, we can scale down, however our hope is to get as many years funded as possible and keep going until the entire archive (1930's to present or as recent as the Sandy Post will allow us to do). They have their own archive from recent years.

 Please attach a copy of the determination letter indicating your 501(c)3 status or alternate paperwork showing you are registered as a tax exempt organization.
 See A5 attachment.

We hope that you can all agree that having these archives available to the Sandy community is priceless, but affordable at less than \$17,000. Given our written Sandy history is so precarious, and could be wiped out by a single incident like fire, we are hoping we can get started "Saving Sandy's History" as soon as possible. Thank you for you consideration of our grant.

Sincerely, Friends of the Sandy Library

FRIENDS OF SANDY LIBRARY GRANT ATTACHMENTS 1 THROUGH 5

A1: UNIVERSITY OF OREGON LIBRARY DIGITAL NEWSPAPER PROGRAM (DNP)

DIGITAL LIBRARY SERVICES

Overview

Events and Workshops

Digital Collections

UO Resources

Digital Humanities @ UO

New Media and Culture Certificate (NMCC)

Schedule a Consultation

Aerial Photography Collection

Map Collection

Home » Digital Library Services

Become a Partner Contribute to Oregon Newspapers

Help digitize your local paper!

Can't find the historic Oregon newspaper you're looking for? Likely it is waiting for someone like you to fund its digitization!

The Oregon Digital Newspaper Program was created to coordinate the digitization of historic Oregon newspapers by outside organizations for inclusion in ODNP. Our hope is to become a single resource to freely search for historic Oregon newspapers. By partnering in ODNP, the UO Libraries will provide:

- Project Management
- · Microfilm Analysis, Collation, and Duplication
- · Vendor Coordination for Digitization, OCR, and article coordinates
- · Quality Control of data and images
- . Integration of content into the ODNP site
- Digital preservation on digital image files and metadata

Please contact Sarah Seymore at sseymore@uoregon.edu if you are interested in partnering in ODNP.

Donate to ODNP!

A2: OREGON DIGITAL NEWSPAPER PROGRAM (DNP) SAVING OREGON **NEWSPAPERS (AND HISTORY)**

Home

Research Support ♥ Services ♥ Collections ♥ Library Accounts ♥

About ▼ Get Help ▼

Chat 24x7

DIGITAL LIBRARY SERVICES

Overview

Events and Workshops

Digital Collections

UO Resources

Digital Humanities @ UO

New Media and Culture Certificate (NMCC)

Schedule a Consultation

Aerial Photography Collection

Map Collection

Home » Digital Library Services

Oregon Digital Newspaper Program



"ANNOUNCING the HISTORIC OREGON NEWSPAPERS Website!"

Start viewing more than 710,900 pages here: https://oregonnews.uoregon.edu/

The Oregon Digital Newspaper Program (ODNP) is an initiative to digitize historic Oregon newspaper content and make it freely available to the public through a keyword-searchable online database. The initial phase of the program has concentrated on newspapers published between 1860 and 1922, with approximately 150,000 pages made freely available online in the first two years (2009-2011).

The ODNP was also constructed to help facilitate the digitization of Oregon newspapers by outside organizations/individuals. The resulting product will be an open state-wide resource for historic Oregon newspapers online. If you are interested in participating, please see the "Become a Partner" page.

UO Press Release - 2009

A3: U OF O LIBRARY DIGITAL NEWSPAPER PROGRAM WEBSITE

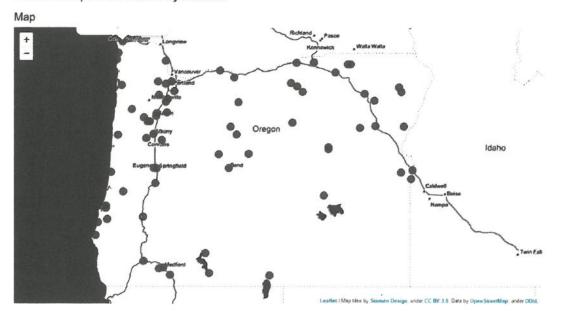
https://oregonnews.uoregon.edu/ Searchable by title, map, location, topic, etc.



A4: U OF O LIBRARY DIGITAL NEWSPAPER PROGRAM TOWN NEWSPAPERS ALREADY DIGITIZED AND ONLINE Titles by Location

Newspapers by City

View the complete list of titles by location



A5: FRIENDS OF SANDY LIBRARY 501(c)3 STATUS DOCUMENTATION:

-	_	T 40	Charitable	Section								
		T-12	Oregon De	epartment o	pay by cred	w file reports and lit card using our						
For Accounting Periods Beginning in:			100 SW Market Street Portland, OR 97201-5702 Email: charitable@doj.sta Website: https://www.doi Line-by-line instructi report form can be for	te.or.us FA) state.or.us ons for completing	https://jus	online form at https://justice.oregon.gov/paymentportal/Account/Login						
Se	ction I.	General Inform		idid on our weosite								
	1. Registration #: 29372 Cross Through Incorrect Items and Correct Here: (See instructions for change of name or accounting period.)											
	John H		у	Registration #	Registration #:							
	PO Bo Sandy	0R 97055		Organization !	zation Name:							
	hone: (503) (od Ending: 12/31/2022	Address:								
l "	enou pegam	ing. Huzuez Peri	ou singing. 123 income	City, State, Zig	9:							
				Phone: Email:		Fax:	Amended Report?					
_				Period Beginn	ing: 1 / 1 /20:	2 Period Ending: 1	2/ 3/ 2022					
2.	Did a certifi accompany	ed public accountant aud ring notes, schedules, or o	it your financial records? - other documents suppleme	If yes, attach a copy of t nting the report or finan	he auditor's report, cial statements.	financial statements,	Yes No					
3.	solicitations If yes, also	nization a party to a control in person; I direct rewrite the name of the functations", attach an explan		hat relates to solicitation ding machine; teleph	ns in Oregon? If yes none; or O other so	, check the type of licitations (N you checked	Yes No					
4.	governmen	t agency or been a party to on, management, or fiduc	cers, directors, trustees, or o legal action in any count diary practices? If yes, attac	or administrative agenc	y regarding charitat	le solicitation,	Yes No					
5.	organizatio	reporting period, did the on receive a determination a copy of the amended d	organization amend its artic or revocation letter from the ocument or letter.	des of incorporation, by e Internal Revenue Ser	laws, or trust docum vice relating to its to	nents, OR did the ex-exempt status? If	Yes No					
6.	Is the organ	nization ceasing operation	is and is this the final repor	1? (If yes, see instruction	ons on how to close	your registration.)	Yes L No					
7.	Provide co	ntact information for the p	erson responsible for retain	ning the organization's r	ecords.							
		Name	Position	Phone								
	John	Frick	Treasurer	503-804-694 503-668-525		1671 Sandy ickil@gmail	, OR 97055					
8.	not receive the phrase	"See IRS Form" may be	and Key Employees – List e iditional sheets if necessar entered in lieu of completin	y, If an attached IRS fo	rm includes substa	ntially the same comp	pensation information,					
	public benefit corporations.) (A) Name, mailing address, daytime phone number and email address (B) Title & (C) average weekly hours devoted to position unpaid)											
	Name: Dale Hauff Address: Po Box 1671 Sandy, OR 97055 Phone: 7503 66807257 Email dphauff@gmaul.com											
	Name:	Bruce Heider				President						
	Address: Phone:		Sandy. 08 970	55 02@aol.com		Vice Pres	dent 0.00					
	Name: Address: Phone:	arne: John Frick ddress: Po Box 1671 Sandy, OR 97035										
	Phone:	(503-)804-694				rrasenras	5.05					
			Form Co	ntinued on Reve	erse Side							

翻IRS

Confirmation

Home | Security Profile | Logout

Your Form 990-N(e-Postcard) has been submitted to the IRS

- . Organization Name: FRIENDS OF SANDY LIBRARY
- . EIN: 931227461
- Tax Year: 2022
- Tax Year Start Date: 01-01-2022
 Tax Year End Date: 12-31-2022
- Submission ID: 10065620230376109723
- Filing Status Date: 02-06-2023
- · Filing Status: Pending

Note: Print a copy of this filing for your records. Once you leave this page, you will not be able to do so.

MANAGE FORM 990-N SUBMISSIONS

ATTACHMENT 6 MEMORANDUM OF AGREEMENT U OF O LIBRARY

Oregon Digital Newspaper Program (ODNP) Agreement

ORDER NUMBER [INSERT ORDER NUMBER]

University of Ore	egon		- 1	DAT	E [INSERT DATE]				
Organization Name ("Organization"): ORGANIZATION NAME Ship to Address: [INSERT ADDRESS] Phone: [INSERT PHONE] Email: [INSERT PHONE] Email: [INSERT NAME] Billing Address: [INSERT NAME] Billing Address: [INSERT ADDRESS] University of Oregon Libraries ("University" or "ODNP" Attention: Oregon Digital Newspaper Program 1501 Nancard Street Eugene, Oregon 97403-1299 Email:		Newspaper fi Date Range: Condition No Page Count I Copyright Inf No known o Provide Additi	scription: (NEWSPAPER TITLE(s) format(s): (Insert Formats) :: [Insert Date Range] lotes: (Insert Condition Notes) t Estimates: (Page Count) nformation: Public Domain copyright Information, (if necessary)						
Phone: Description	Quantity	Unit		rice Extended Price					
Organization authorizes ODNP to begin work on the following services: Oligitization of positive microfilm Oligitization of negative microfilm Oligitization of print newspaper issues to be sent to UO Libraries by partner institution: [Enter Partner Institution]					Section of F 2000				
Deliveratives: Creation of anothival TIF files Creation of access POF and JP2 files Library of Congress Standard OCP Recognition Metadata Creation (i.e. Issue, volume, date, title) Cluality review of digital files, data, and images Storage of digitized content on UO libraries servers Digital preservation of image files and metadata Integration of content on Historic Oregon Newspapers (hibs/foregonness uncessor, edu) with free access for public and searchable keyword online Return of digitized print newspaper issues to partner institution. Purchase Hand Orive with copy of files									
For estimating purposes only. Final cost amount is	subject to ch	ange	Estimate	e Total					
START DATE		ESTIMATED COM			L				
ACCEPTED AND AGREED TO INCLUDING TERM	Name (Tall)								

9/2/25, 12:25 PM Submission #3

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Mon, 08/25/2025 - 3:38pm

Title of Project

Todos Juntos – STEAM Futures Summer Program for Middle School Youth

Applicant Organization

Todos Juntos

Federal Tax-Exempt ID Number

Organization Address

P.O. Box 645

Organization City, State, ZIP

Canby

Name of Project Manager

Michelle Emery

Project Manager Phone

Project Manager Email

Project Beginning Date

Tue, 01/06/2026

Project End Date

Wed. 06/30/2027

Please describe your 2025-2027 SSCP project

From 2025 through 2027, Todos Juntos will operate the STEAM Futures Summer Program to provide Sandy middle school youth (ages 10–14) with equitable access to hands-on learning, career exploration, and family engagement opportunities. Each summer, two multi-week camps will serve up to 30 students per session, offering robotics, coding, engineering, environmental science, and arts activities designed to strengthen academic confidence and problem-solving skills.

The project also includes career exploration field trips to local businesses, colleges, and organizations, along with guest speakers who introduce youth to high-demand career pathways. Families will be engaged through an end-of-summer Showcase Night, where youth present projects to their families, and through workshops that equip parents with tools to support their child's learning.

By 2027, the program aims to increase youth confidence in STEAM, expand awareness of local

9/2/25, 12:25 PM Submission #3

career pathways, and deepen family connection to student learning. With City support, this pro tem #6. will prevent summer learning loss, create safe and engaging opportunities for youth, and build ե foundation for long-term community strength and workforce readiness in Sandy.

What is the dollar amount of SSCP grant funding you are requesting? \$10,000

Which of the 2025-2027 program objectives will your project achieve?

- Support the health and physical well-being of residents within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)

Please specifically describe how your project meets the selected program objective(s)

The STEAM Futures Summer Program supports the health and physical well-being of Sandy residents by providing middle school youth with a safe, structured, and enriching environment during the summer months—times when many students otherwise face inactivity, social isolation, or lack of supervision. Through hands-on projects, collaborative teamwork, and active field trips, youth are engaged in healthy, stimulating activities that build confidence, reduce risky behaviors, and strengthen social-emotional well-being.

The program also enhances community livability by increasing safety and attractiveness in Sandy. By engaging youth in positive summer activities, the program helps reduce disengagement and risky behavior while fostering constructive connections to peers, mentors, and local role models. Showcase Nights and family workshops further enhance community vibrancy by bringing families together to celebrate youth achievements, creating pride in Sandy's investment in its young people. In this way, the program contributes to a safer, more connected, and more attractive community for all residents.

Please specifically describe how residents within Sandy city limits will benefit from the project

Residents within Sandy city limits will benefit directly through increased access to no cost, highquality summer programming for middle school youth. The STEAM Futures Summer Program will serve youth ages 10–14 who live and attend school in Sandy, providing them with hands-on learning, career exploration, and enrichment opportunities that are often unavailable locally. Families will also benefit through Showcase Nights and workshops, which connect parents to their child's learning and provide tools to support academic success at home. In the long term, the program helps strengthen the Sandy community by fostering confident, engaged youth who are better prepared for future education and careers, ultimately contributing to a stronger local workforce and more connected families.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

The project's positive impact on Sandy residents will be measured through both youth and family outcomes:

Youth Pre- and Post-Surveys: Assess growth in confidence with STEAM skills, teamwork, problemsolving, and awareness of career pathways. Success will be demonstrated if at least 80% of youth report increased confidence and can identify three or more careers of interest.

Attendance Tracking: Monitor participation of Sandy youth in summer camps, career exploration field trips, and family engagement events to ensure broad access within city limits.

Parent/Family Surveys: Measure increased knowledge and confidence in supporting their child's academic success, with a target of 80% of families reporting positive outcomes.

9/2/25, 12:25 PM Submission #3

Community Participation Metrics: Track the number of family and community members attending them #6. Showcase Night, aiming for at least 20 family members each summer, as a measure of engagement and connection to the program.

Staff and Partner Reflections: Gather qualitative feedback on student engagement, skill growth, and community collaboration to provide a fuller picture of program benefits.

Together, these tools will demonstrate how Sandy residents—both youth and families—gain academic confidence, career awareness, and stronger community connections.

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

This project represents strong value for the City of Sandy because it provides high-impact benefits to local youth and families at a modest cost. With a \$10,000 investment, the STEAM Futures Summer Program will directly serve up to 60 middle school students each summer and engage their families through showcase events and workshops. The program prevents summer learning loss, builds critical skills in science, technology, engineering, arts, and math, and introduces youth to local career pathways—maximizing long-term community impact. Family engagement strengthens parent involvement in education, creating ripple effects that extend well beyond the program itself. By leveraging existing partnerships with the Oregon Trail School District, Sandy City Library, and local businesses, Todos Juntos multiplies the City's investment through in-kind support and collaboration. The result is a cost-effective program that expands educational opportunities, supports workforce development, and strengthens community connections, ensuring taxpayer dollars generate lasting public benefit.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

This project represents a sustainable long-term investment of taxpayer funds because it builds a foundation for ongoing youth development and community benefit beyond a single summer. The City's support will not only provide immediate enrichment for Sandy middle school students, but also strengthen a program model that Todos Juntos is committed to sustaining and expanding annually. By leveraging existing partnerships with the Oregon Trail School District, Sandy City Library, and local businesses, the program maximizes in-kind support, reduces costs, and creates pathways for future collaboration.

The initial investment will be leveraged to begin attracting additional foundation grants, corporate sponsorships, and donor contributions, ensuring diversified funding streams in future years. Most importantly, the program invests directly in youth—the future workforce and civic leaders of Sandy—by equipping them with skills, confidence, and connections that have lasting impact. This means taxpayer funds generate not just short-term programming, but long-term community resilience, workforce readiness, and family engagement that continue to benefit Sandy for years to come.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding; the year; and the dollar amount

Clackamas County Preventnet funding 2025-2026 \$55,000

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

9/2/25, 12:25 PM Submission #3

Are you requesting an Alternative Payment Accommodation per Section 7 of the Progral Item # 6. Guidelines?

No

Project Budget

steam futures program todos juntos.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23902

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/steam_futures_program_todos_juntos.xlsx

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name:			STEAM FUTU	RES Middle sch	nool camps			EGON
Applicant Name:								
	Units	Units of		_	SSCP Grant	Matching		TOTALS
BUDGET ITEM Personnel Costs: List Personnel Working on	Needed Project th		Cost Per Unit		(A) SSCP	(B) Other	(C) In-	funding or
in-kind match (volunteer). If they are volunteer					a whether they w	viii be paid by g	grant, otner	iunuing, oi
and material (veranteer). It are years veranteer	1.9, 4004.			po: 110 a.i.				\$0.00
Site Manager salary	180	hours	\$28.00	\$5,040.00	\$2,520.00	\$2,520.00		\$5,040.00
Support staff 1	140	hours	\$25.00	\$3,500.00	\$1,750.00	\$1,750.00		\$3,500.00
Support staff 2	140	hours	\$25.00	\$3,500.00	\$1,750.00	\$1,750.00		\$3,500.00
Youth Program Director supervision	80	hours	\$33.49	\$2,679.20	\$1,340.00	\$1,339.20		\$2,679.20
Fringe for staff-taxes/insurance stipend			700110	\$2,943.80	\$790.00	\$2,153.80		\$2,943.80
Subtotal Personnel Costs				\$17,663.00	\$8,150.00	\$9,513.00	\$0.00	\$17,663.00
oubtotal i croomer oosts	1	<u> </u>	I	VIII,000.00	40,100.00	40,010.00	40.00	V , C C C
Materials / Supplies / Equipment								
								\$0.00
STEM supplies, art supplies				\$2,000.00	\$500.00	\$1,500.00		\$2,000.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
Subtotal Materials/Supplies/Equipment:				\$2,000.00	\$500.00	\$1,500,00	\$0.00	\$2,000.00
				+ =,******	*******	+ 1,000000	7000	1 -,
Event Fees / Publicity / Marketing								
Snowcase night supplies- rood and prizes for				\$1,000.00	\$500.00	\$500.00		\$1,000.00
Space Rental at school				\$700.00	\$350.00	\$350.00		\$700.00
Subtotal Fees/Publicity/Marketing				\$1,700.00	\$850.00	\$850.00	\$0.00	\$1,700.00
	· 1	· 1	Ī					
Transportation Costs								
Bus transport for field trips				\$1,000.00	\$500.00	\$500.00		\$1,000.00
				\$0.00				\$0.00
Subtotal Transportation and Other Costs				\$1,000.00	\$500.00	\$500.00	\$0.00	\$1,000.00
Project Administration (clerical, printing,								
postage, permits, etc.)				******	***	* 4 . 0 0 4 . 5 0		
General administrative costs for all grants				\$1,381.50	\$0.00	\$1,381.50		\$1,381.50
				\$0.00				\$0.00
Subtotal Admin Costs				\$1,381.50	\$0.00	\$1,381.50	\$0.00	\$1,381.50
Misc Other Costs								
				\$0.00				\$0.00
				\$0.00				\$0.00
Subtotal Misc. Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1					-		
TOTAL PROJECT COSTS				\$23,744.50	\$10,000.00	\$13,744.50	\$0.00	\$23,744.50
* Other Funding Sources - I	ist Source	es Here		Amt.				
	Funded							
Field Trip Grant fro	\$3,500.00							
Clackamas County P		t .		\$6,900.00				
Todos Juntos admi	n tunds			\$3,344.50				
								
Total: Other Funding	Sources	3		\$13,744.50				

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Thu, 09/04/2025 - 12:53pm

Title of Project

SICC Forest Festival

Applicant Organization

Trajectory

Federal Tax-Exempt ID Number

Organization Address

9123 SE St. Helens St., Ste 264

Organization City, State, ZIP

Clackamas

Name of Project Manager

Austin Eugene Ernesti

Project Manager Phone

Project Manager Email

Project Beginning Date

Thu, 01/01/2026

Project End Date

Sat. 07/31/2027

Please describe your 2025-2027 SSCP project

*see @TrajectoryNW on YouTube for videos of event.

The SICC Forest Festival is more than an event; it is a celebration of Sandy's roots, its people, and its future. Beginning in 2023, Trajectory and our partners have been working to create an experience that highlights the unique relationship our community has with its forests—an experience that draws visitors to Sandy while offering residents opportunities to learn, connect, and thrive. Public Attendance:

2023 ≈ 650

2024 ≈ 2000

2025 ≈ 4100

Sandy's story has been tied to the forest since before colonization. From early Traditional Ecological Knowledge to timber mills and log yards to trails and family hikes, our lives have been shaped by the forest around us. The SICC Forest Festival embraces that heritage by blending chainsaw

carving, timber sports, and forestry skills with the complexities of modern environmental understanding; highlighting the need for conservation and the newest regenerative innovations

understanding; highlighting the need for conservation and the newest regenerative innovations method production like mass timber and alternative wood products. It is a rare opportunity where artistry, education, and industry come together in one place, it's where the roar of a chainsaw and engines echoes alongside conversations about sustainability and the careers of tomorrow.

This project is built on partnerships, because no single organization can tell this story alone; the forest belongs to us all. The Forest Festival is a giant umbrella and in 2026 we are on target to pull in over 100 partner organizations to participate:

Over 50 Sandy area businesses of varying size provide essential support including, Dick Hannah, Wayne Stone Logging, Pacific Forest Contractors, Carpentry Plus, Sauter Timber, AllWays Towing, Smokey Hearth, and many others.

Leading Educators in Environmental Sciences like Oregon State University, Mt. Hood and Clackamas Community Colleges, the Future Natural Resource Leaders, and others bring their expertise to the youth with practical demonstrations and recruitment for our youth. Industry leaders like TimberLab, PetersonCAT, Oregon Tool, Wood Mizer, and Weyerhaeuser demonstrate what a sustainable timber economy looks like today, providing public talks about our future economy.

We are also joined by local nonprofits, educators, and government partners who share a commitment to community, conservation, and opportunity. This includes the local USFS offices, the Sandy Historical Museum, Worksource, Friends of Trees, Clackamas River Basin Council, Forests Forever, Oregon Forest Resources Institute, Mt. Hood Territory Tourism and many others. Together, these voices create a festival that is not just entertaining but deeply meaningful for Sandy and beyond.

For visitors, the Forest Festival is a destination unlike any other in Oregon. Over three days, families can explore timber sports, try their hand at old-fashioned log bucking or get their hands on modern equipment, maybe they will mill their own 2x4 to take home, make their first weld, or run a giant harvesting excavator. They can learn about forest cycles, participate in games, and watch artists transform logs into breathtaking carvings. Children play in the family zone while their parents discover new businesses and ideas. Vendors and local restaurants see a welcome boost, and Sandy's parks and trails become natural extensions of the experience as tourists explore the community. Each year, the festival strengthens Sandy's identity as a place where the forest is not just scenery but the backbone of our culture, economy, and lifestyle.

For students, the festival is a living classroom. In 2026, we will be increasing access to allow local classrooms in on Friday to gain unfettered access. Allowing young people to learn about forestry tools and techniques in a safe and supervised environment. They can learn about surveying, set chokers, practice saw work, or even climb towering poles—activities that are exciting on their own but also serve as gateways to real career paths. Students can watch and interact with professional chainsaw carvers directly.

The festival connects students directly with companies, colleges, and training programs, showing them that forestry, conservation, and timber construction are not just part of Oregon's past, but of its future. Trajectory supports this connection with scholarships and work-study grants that make it possible for young people to take their next steps in education or industry.

What sets this project apart is its ability to bridge two worlds that are too often seen in opposition: conservation and production. At the Forest Festival, these perspectives meet in constructive dialogue as we look to create panels of speakers for discussion. Conservationists and foresters alike demonstrate how healthy forests are managed to provide both environmental resilience and economic benefit. Mass timber exhibits show how modern building techniques reduce carbon footprints while supporting local jobs. Carvers and artists remind us that wood is not only useful, but beautiful. Youth can also learn about the importance of natural spaces on our mental and physical health. By bringing these voices together, we help the public understand that the future of forests lies in balance—not in choosing one side over the other, but in creating solutions that serve both people and the planet, we are part of the environment.

The impact of this project extends well beyond the festival weekend. It strengthens Sandy's economy through increased tourism, reinforces community livability with safe and family-friendly

programming, and builds long-term value by inspiring the next generation to pursue rewarding careers in forestry, timber innovation, and conservation. The site improvements and partnerships formed through the festival carry forward into future years, ensuring that the City's investment continues to yield benefits. Perhaps most importantly, it adds to Sandy's reputation as a community that celebrates its history while leading in innovation, sustainability and forward thinking initiatives. Sandy's leadership, specifically in parks and trails investment, has shown how much Sandy values access to the outdoors. The SICC Forest Festival shares that same spirit. It is about honoring our forests, inviting people to explore them in new ways, and creating opportunities that ripple across generations. It is optimistic, it is collaborative, and it is rooted in the idea that when a community comes together around its strengths, the result is something lasting and transformative. In the coming years, we invite the City of Sandy to join our network of supporters; to gather together, to learn, to work, and to celebrate with us as a community. With your support, the SICC Forest Festival will not only showcase the best of our past and present, but also set the stage for a future

where Sandy continues to shine as a model of connection between people, place, and possibility.

What is the dollar amount of SSCP grant funding you are requesting? 15000

Which of the 2025-2027 program objectives will your project achieve?

- Drive tourism-related economic development within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)
- Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s)

The SICC Forest Festival celebrates 1) Sandy's timber heritage while driving new tourism and economic activity. The three-day event attracts thousands of visitors, Trajectory is working on a partnership with the Chamber of Commerce that boosts local shop sales during the weekend while allowing small businesses a public facing booth that gets their products and message out. 2) It enhances livability through family-friendly programming, safety-first demonstrations, and vibrant cultural engagement that focuses heavily on connecting local youth with local employers and schools. Supporting the next generation of workers and families is inherent to the festival's goals. 3) By blending historic timber sports and carving traditions with modern mass timber innovation, the Festival preserves and honors Sandy's history while showing its relevance to future generations.

Please specifically describe how residents within Sandy city limits will benefit from the project

SICC Forest Festival is where "Old Sandy" meets "New Sandy" Residents gain access to cultural programming that honors Sandy's timber identity, while exposing youth and families to new, decent-paying career paths in forestry, timber technology, and green construction. Access to "VR Tours" by the Friends of Trees, species identification and education, water table demos from the USFS, and a lot more provides public education to participants. Employers and potential employees can find each other in this space as well. In 2025 our volunteers heard a lot of visitors state they didn't know "job x" or "group y" even existed before the festival; this highlights the need for our public, increasingly composed of transplants from other areas, to be connected and integrated with careers and the local community. Local businesses benefit from vendor exposure and increased visitor spending. Families enjoy an accessible, safe, and celebratory community festival rooted in Sandy's history. Additionally, the Site Grounds will be opened up to classrooms and educational groups for the Friday of the event weekend. This time gives teachers and students direct access to the professionals, artists, and groups hosting the event. This added educational opportunity gives local youth primary and direct access to the event as a learning experience before the primary public audience.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

Trajectory will track:

- Attendance numbers (visitor counts)
- Tourism impacts (entrance surveys)
- Youth participation in skills demonstrations
- Artist, vendor, and educational partner participation / Economic churn
- Community feedback surveys

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

The City's investment is multiplied multiple times over through in-kind support, volunteer hours, and business sponsorships. Every taxpayer dollar is multiplied by private contributions from local businesses and individuals, ensuring maximum public benefit in tourism, economic development, public education, and heritage preservation. City funds will not be doing the heavy lifting for this event but will be adding support to an already popular event primarily funded by local business and philanthropic groups.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

The Festival is designed as a permanent Sandy tradition, we already built a timberfield in 2025 purely through in-kind donations! Site improvements remain for future years, sponsorship networks ensure financial sustainability, and the festival's growing reputation strengthens Sandy's position as a tourism and forestry hub. Each year builds on the last, ensuring ongoing return on taxpayer investment. We look forward to increased partnership with the city in years going forward now that a proof of concept and public interest have been solidly proven with 3 years of exponential growth.

Have you received grant funding in the past, either through SSCP or through another organization?

No

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

Yes

Alternative Payment Accommodations are reserved for organizations with limited financial capacity. Please explain why your project should receive an Alternative Payment Accommodation

Trajectory is a grass roots organization that depends heavily on in-kind and small donations/support. Having the funds land before the event would ensure smooth operation for that year. We can only put on an event if we have the money to do so as Trajectory does not take out loans or credit as an organization. For this reason we ask for a disbursement in February or March to act as a "spring board" for the final phase of fundraising.

Project Budget

sscp grant budget sicc 2026 27.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

trajectory sscp grant application.pdf [3]

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the projec 229

Item # 6.

will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines, tem # 6. project has a clear public benefit and has the permission of the owner of the property on which take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23958

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget_sicc_2026_27.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/trajectory_sscp_grant_application.pdf

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name:	SICC Forest Festival 2026/27 Trajectory							
Applicant Name:	Applicant Name:				2007.0	88.4.1.1.		
	Units	Units of			(A) SSCP Funding	(B) Other Funding	(C) In- Kind	TOTALS
BUDGET ITEM Personnel Costs: List Personnel Working on F			Cost Per Unit		Requested whether they wi	Sources *	Support	ındina or
in-kind match (volunteer). If they are volunteeri					wilculer they wi	ii be paid by g	iant, outer i	arianig, or
Director - Salary	335	hr	\$30.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.0
Project Development/Sourcing	480	hr	\$33.49	\$16,075.20			\$16,075.20	\$16,075.2
Site Development	120	hr	\$33.49	\$4,018.80			\$4,018.80	\$4,018.8
Volunteer Preperation Hours	120	hr	\$33.49	\$4,018.80			\$4,018.80	\$4,018.8
Volunteer Festival hours	1440	hr	\$33.49	\$48,225.60			\$48,225.60	\$48,225.6
Announcer	4	day	\$200.00	\$800.00		\$800.00		\$800.00
Auctioneer/pit	4	day	\$375.00	\$1,500.00		\$1,500.00		
Subtotal Personnel Costs				\$83,138.40	\$0.00	\$12,300.00	\$56,263.20	\$83,138.4
Materials / Supplies / Equipment								
Sequioa Trunk Short Logs for Carving	50	3-6' log	\$800.00	\$40,000.00			\$40,000.00	-
Other Event logs	100	unit	\$150.00	\$15,000.00			\$15,000.00	,
First Aid/Sanitation/Safety				\$5,300.00	\$2,000.00	\$300.00	\$3,000.00	\$5,300.0
Fencing/Cover/Structure/Sound				\$9,600.00		\$7,200.00	\$2,400.00	\$9,600.0
Bouncey House/Family Zone/hotdogs	2		\$1,200.00	\$2,400.00		\$1,200.00	\$1,200.00	\$2,400.0
Event Supplies (volunteer shirts, flags, paint, etc)				\$3,200.00		\$3,200.00	\$0.00	\$3,200.00
Generators	6	ea	\$2,000.00	\$12,000.00			\$12,000.00	\$12,000.0
Volunteer/Carver Food				\$3,400.00		\$3,400.00	\$0.00	\$3,400.0
Educational Materials and Demos	6		\$500.00	\$3,000.00	\$1,000.00		\$2,000.00	\$3,000.00
Event specific supplies (rope, stakes, ties, etc)				\$1,300.00		\$800.00	\$500.00	\$1,300.0
Subtotal Materials/Supplies/Equipment:				\$95,200.00	\$3,000.00	\$16,100.00	\$76,100.00	\$95,200.0
Event Fees / Publicity / Marketing								
Permits and fees				\$600.00		\$500.00	\$100.00	\$600.00
Posters, Signs, Flyers				\$4,000.00	\$2,000.00	\$2,000.00	\$0.00	\$4,000.00
Marketing				\$10,000.00	\$6,000.00	\$4,000.00	\$0.00	\$10,000.0
Subtotal Fees/Publicity/Marketing				\$14,600.00	\$8,000.00	\$6,500.00	\$100.00	\$14,600.0
Transportation and Development Costs								
Golf Carts/Mobility Assistance	40	Wknd	\$145.00	\$5,800.00			\$5,800.00	\$5,800.00
Equipment Transportation	48	hr	\$150.00	\$7,200.00			\$7,200.00	\$7,200.00
Land Use	-10		Ψ100.00	\$6,000.00			\$6,000.00	\$6,000.00
Subtotal Transportation and Other Costs				\$19,000.00	\$0.00	\$0.00	\$19,000.00	-
·				1 ****,*******	7	75.55	,,	*************
Project Administration (clerical, printing, postage, permits, etc.)								
Insurance				\$8,800.00	\$4,000.00	\$4,800.00	\$0.00	\$8,800.00
Stationary, postage, paper planning materials				\$1,200.00		\$1,200.00	\$0.00	\$1,200.00
								\$0.00
Subtotal Admin Costs				\$10,000.00	\$4,000.00	\$6,000.00	\$0.00	\$10,000.0
							-	
Misc Other Costs								
Carving Prize Money	12	ea	\$500.00	\$6,000.00		\$6,000.00		\$6,000.00
Timber Sports Prize Money	14	ea	\$150.00	\$2,100.00		\$2,100.00		\$2,100.00
Trophies	26	ea	\$50.00	\$1,300.00		\$0.00	\$1,300.00	\$1,300.0
				\$0.00				\$0.00
Subtotal Misc. Other Costs				\$9,400.00	\$0.00	\$8,100.00	\$1,300.00	\$9,400.0
TOTAL PROJECT COSTS				\$231,338.40	\$15,000.00	\$49,000.00	152,763.20	\$231.338.4
Other Funding Sources - List Sources Here Fundraising Projections base	ed on Yo	Y & 2025		Amt. Funded	\$10,000.00	¥40,000.00	702,703.20	<u> </u>
Community Redwood Spor	nsors (\$10	000+)		\$18,000.00				
Community Cedar Spon	\$10,000.00							
Community Cedar Spons Community Doug Fir Spon	,			\$4,000.00				
Individual Donat		55.7		\$7,000.00				
				\$2,000.00				
Mt. Hood Territo				\$8,000.00				
Event Auction				ψυ,υυυ.υυ				

\$49,000.00

Total: Other Funding Sources

Special Service Contract Program Grant Application

Applicant Information

Project Title: SICC Forest Festival

Applicant Organization: Trajectory

Federal Tax-Exempt ID Number:

Organization Address: 9123 SE Saint Helens St., Ste 264

Organization City, State, ZIP: Clackamas, OR 97015

Project Manager: Austin Ernesti

Phone: | Email:

Project Beginning Date: January 2026

Project End Date: July 2027

Grant Funding Requested: \$15,000 (\$7,500 per year, 2026–2027)

Please Describe your 2025-2027 SSCP Project:

*Please see the attached 2025 Narrative for more detailed descriptions.

The SICC Forest Festival is more than an event; it is a celebration of Sandy's roots, its people, and its future. Beginning in 2023, Trajectory and our partners have been working to create an experience that highlights the unique relationship our community has with its forests—an experience that draws visitors to Sandy while offering residents opportunities to learn, connect, and thrive.

Public Attendance:

 $2023 \approx 650$

 $2024 \approx 2000$

 $2025\approx4100$

Sandy's story has been tied to the forest since before colonization. From early Traditional Ecological Knowledge to timber mills and log yards to trails and family hikes, our lives have been shaped by the forest around us. The SICC Forest Festival embraces that heritage by blending chainsaw carving, timber sports, and forestry skills with the complexities of modern environmental understanding; highlighting the need for conservation and the newest regenerative innovations in production like mass timber and alternative wood

products. It is a rare opportunity where artistry, education, and industry come together in one place, it's where the roar of a chainsaw and engines echoes alongside conversations about sustainability and the careers of tomorrow.

This project is built on partnerships, because no single organization can tell this story alone; the forest belongs to us all. The Forest Festival is a giant umbrella and in 2026 we are on target to pull in over 100 partner organizations to participate:

- Over 50 Sandy area businesses of varying size provide essential support including,
 Dick Hannah, Wayne Stone Logging, Pacific Forest Contractors, Carpentry Plus,
 Sauter Timber, AllWays Towing, Smokey Hearth, and many others.
- Leading Educators in Environmental Sciences like Oregon State University, Mt. Hood and Clackamas Community Colleges, the Future Natural Resource Leaders, and others bring their expertise to the youth with practical demonstrations and recruitment for our youth.
- Industry leaders like TimberLab, PetersonCAT, Oregon Tool, Wood Mizer, and Weyerhaeuser demonstrate what a sustainable timber economy looks like today, providing public talks about our future economy.
- We are also joined by local nonprofits, educators, and government partners who
 share a commitment to community, conservation, and opportunity. This includes the
 local USFS offices, the Sandy Historical Museum, Worksource, Friends of Trees,
 Clackamas River Basin Council, Forests Forever, Oregon Forest Resources Institute,
 Mt. Hood Territory Tourism and many others. Together, these voices create a festival
 that is not just entertaining but deeply meaningful for Sandy and beyond.

For visitors, the Forest Festival is a destination unlike any other in Oregon. Over three days, families can explore timber sports, try their hand at old-fashioned log bucking or get their hands on modern equipment, maybe they will mill their own 2x4 to take home, make their first weld, or run a giant harvesting excavator. They can learn about forest cycles, participate in games, and watch artists transform logs into breathtaking carvings. Children play in the family zone while their parents discover new businesses and ideas. Vendors and local restaurants see a welcome boost, and Sandy's parks and trails become natural extensions of the experience as tourists explore the community. Each year, the festival strengthens Sandy's identity as a place where the forest is not just scenery but the backbone of our culture, economy, and lifestyle.

For students, the festival is a living classroom. In 2026, we will be increasing access to allow local classrooms in on Friday to gain unfettered access. Allowing young people to learn about forestry tools and techniques in a safe and supervised environment. They can learn about surveying, set chokers, practice saw work, or even climb towering poles—activities that are exciting on their own but also serve as gateways to real career paths. Students can watch and interact with professional chainsaw carvers directly.

The festival connects students directly with companies, colleges, and training programs, showing them that forestry, conservation, and timber construction are not just part of Oregon's past, but of its future. Trajectory supports this connection with scholarships and work-study grants that make it possible for young people to take their next steps in education or industry.

What sets this project apart is its ability to bridge two worlds that are too often seen in opposition: conservation and production. At the Forest Festival, these perspectives meet in constructive dialogue as we look to create panels of speakers for discussion. Conservationists and foresters alike demonstrate how healthy forests are managed to provide both environmental resilience and economic benefit. Mass timber exhibits show how modern building techniques reduce carbon footprints while supporting local jobs. Carvers and artists remind us that wood is not only useful, but beautiful. Youth can also learn about the importance of natural spaces on our mental and physical health. By bringing these voices together, we help the public understand that the future of forests lies in balance—not in choosing one side over the other, but in creating solutions that serve both people and the planet, we are part of the environment.

The impact of this project extends well beyond the festival weekend. It strengthens Sandy's economy through increased tourism, reinforces community livability with safe and family-friendly programming, and builds long-term value by inspiring the next generation to pursue rewarding careers in forestry, timber innovation, and conservation. The site improvements and partnerships formed through the festival carry forward into future years, ensuring that the City's investment continues to yield benefits. Perhaps most importantly, it adds to Sandy's reputation as a community that celebrates its history while leading in innovation, sustainability and forward thinking initiatives.

Sandy's leadership, specifically in parks and trails investment, has shown how much Sandy values access to the outdoors. The SICC Forest Festival shares that same spirit. It is about honoring our forests, inviting people to explore them in new ways, and creating opportunities that ripple across generations. It is optimistic, it is collaborative, and it is rooted in the idea that when a community comes together around its strengths, the result is something lasting and transformative.

In the coming years, we invite the City of Sandy to join our network of supporters; to gather together, to learn, to work, and to celebrate with us as a community. With your support, the SICC Forest Festival will not only showcase the best of our past and present, but also set the stage for a future where Sandy continues to shine as a model of connection between people, place, and possibility.

Program Objectives

This project aligns with the following SSCP objectives:

- 1) Drive tourism-related economic development within Sandy city limits
- 2) Enhance community livability (safety & attractiveness)
- 3) Preserve and celebrate Sandy's history and heritage

Narrative Responses

How the project meets selected program objectives:

The SICC Forest Festival celebrates 1) Sandy's timber heritage while driving new tourism and economic activity. The three-day event attracts thousands of visitors, Trajectory is working on a partnership with the Chamber of Commerce that boosts local shop sales during the weekend while allowing small businesses a public facing booth that gets their products and message out. 2) It enhances livability through family-friendly programming, safety-first demonstrations, and vibrant cultural engagement that focuses heavily on connecting local youth with local employers and schools. Supporting the next generation of workers and families is inherent to the festival's goals. 3) By blending historic timber sports and carving traditions with modern mass timber innovation, the Festival preserves and honors Sandy's history while showing its relevance to future generations.

How Sandy residents will benefit:

SICC Forest Festival is where "Old Sandy" meets "New Sandy" Residents gain access to cultural programming that honors Sandy's timber identity, while exposing youth and families to new, decent-paying career paths in forestry, timber technology, and green construction. Access to "VR Tours" by the Friends of Trees, species identification and education, water table demos from the USFS, and a lot more provides public education to participants. Employers and potential employees can find each other in this space as well. In 2025 our volunteers heard a lot of visitors state they didn't know "job x" or "group y" even existed before the festival; this highlights the need for our public, increasingly composed of transplants from other areas, to be connected and integrated with careers and the local community. Local businesses benefit from vendor exposure and increased visitor spending. Families enjoy an accessible, safe, and celebratory community festival rooted in Sandy's history.

Additionally, the Site Grounds will be opened up to classrooms and educational groups for the Friday of the event weekend. This time gives teachers and students direct access to the professionals, artists, and groups hosting the event. This added educational opportunity gives local youth primary and direct access to the event as a learning experience before the primary public audience.

Measurements of positive impact:

Trajectory will track:

- Attendance numbers (visitor counts)
- Tourism impacts (entrance surveys)

- Youth participation in skills demonstrations
- Artist, vendor, and educational partner participation / Economic churn
- Community feedback surveys

Value for the City of Sandy:

The City's investment is multiplied through in-kind support, volunteer hours, and business sponsorships. Every taxpayer dollar is multiplied by private contributions from local businesses and individuals, ensuring maximum public benefit in tourism, economic development, public education, and heritage preservation. City funds will not be doing the heavy lifting for this event but will be adding support to an already popular event primarily funded by local business and philanthropic groups.

Sustainable long-term investment:

The Festival is designed as a permanent Sandy tradition, we already built a timberfield in 2025 purely through in-kind donations! Site improvements remain for future years, sponsorship networks ensure financial sustainability, and the festival's growing reputation strengthens Sandy's position as a tourism and forestry hub. Each year builds on the last, ensuring ongoing return on taxpayer investment. We look forward to increased partnership with the city in years going forward now that a proof of concept and public interest have been solidly proven with 3 years of exponential growth.

Past Grant Funding:

Yes – the event has previously received support through the City of Sandy for permits and waivers. In 2025 our filing fees were waived as sponsorship. More importantly, city staff has been truly instrumental in helping Trajectory pull this event forward. From paperwork and zoning to sourcing partnerships, without the dedicated professionals working at the City Offices, we would not have been able to create this annual event. Additional funding will provide the ability to secure this event for years to come with increased growth each year.

8/15/25, 9:15 AM Submission #1

Published on Sandy, OR (https://www.ci.sandy.or.us)

Home Special Service Contract Program Webform results Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Thu, 08/14/2025 - 2:39pm

Title of Project

Historical Museum Exhibits

Applicant Organization

Sandy Historical Society Museum

Federal Tax-Exempt ID Number

Organization Address

39345 Pioneer Blvd

Organization City, State, ZIP

Sandy

Name of Project Manager

Nicole O'Neill

Project Manager Phone

Project Manager Email

Project Beginning Date

Fri, 08/15/2025

Project End Date

What is the dollar amount of SSCP grant funding you are requesting?

Wed, 09/01/2027 \$15,850

Please describe your 2025-2027 SSCP project

The Sandy Historical Society Museum would like to use City of Sandy grant funding to create a series of rotating short term exhibits to increase regional tourism and provide an engaging & educational community resource for Sandy residents.

Which of the 2025-2027 program objectives will your project achieve?

- Drive tourism-related economic development within Sandy city limits
- Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s)

The museum is dedicated to both preserving Sandy's history and heritage as well as education. As a free museum in the core of Sandy's downtown, the museum serves as a secondary location for out-of-town visitors, extending their stay and increasing the likelihood of museum visitors visiting nearby restaurants and other small businesses. Not only does this project meet the history and

Item # 6.

8/15/25, 9:15 AM Submission #1

heritage objective, it also supports tourism-related economic development in the core of Sandy Item #6. downtown.

Please specifically describe how residents within Sandy city limits will benefit from the project

Sandy residents will enjoy increased educational and recreational opportunities at the Sandy Historical Society Museum. The museum does not charge admission, and is accessible to all Sandy residents.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

Increases in:

- Visitor numbers (both Sandy residents and out-of-town visitors)
- Memberships

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

The museum is committed to fiscal responsibility. We have established partnerships with Camp Namanu and Bull Run Powerhouse already which will minimize the costs of those exhibits specifically. The museum will partner wherever possible with local businesses and organizations to maximize the impact of exhibits and make the efficient use of taxpayer funds.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

With regularly rotating exhibits featuring a broad swath of Sandy's community members the historical society museum will be able to increase its membership and community engagement. This in turn will enable the organization to increase its donor base and sponsors to fund future exhibits and programing, creating more services for city taxpayers.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding; the year; and the dollar amount

City of Sandy, 2024 \$14,000

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

city of sandy special service contract program.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

sandy historical society museum 2025-27 special service contract proposal - google docs.pdf

Certification of Eligibility

8/15/25, 9:15 AM Submission #1

I certify that the proposed project is eligible for funding under the Program Guidelines. Specific the project will directly benefit residents living within Sandy city limits; the applying organization tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23852

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/city_of_sandy_special_service_contract_program.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/sandy_historical_society_museum_2025-27 special_service_contract_proposal_- google_docs.pdf

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name: Applicant Name:	Historical Museum Exhibits Sandy Historical Museum							
друпсан наше.			Gandy	i natorical iviuse	SSCP Grant	Matching	Funds	
					(A) SSCP	(B) Other	(C) In-	TOTALS
BUDGET ITEM	Units Needed	Units of Measure	Cost Per Unit	Total Cost	Funding Requested	Funding Sources *	Kind Support	
Personnel Costs: List Personnel Working on		heir pay ra	te, days or hou	rs worked, and				funding, or
in-kind match (volunteer). If they are voluntee					#C 000 00	#0.000.00		40.000.00
Executive Director	300	hours	\$30.00	\$9,000.00	\$6,000.00	\$3,000.00		\$9,000.00
Visitor Experience Specialist	100	hours	\$20.00	\$2,000.00	\$2,000.00			\$2,000.00
				\$0.00				\$0.00
				\$0.00 \$0.00				\$0.00
				\$0.00				\$0.00 \$0.00
Subtotal Personnel Costs				\$11,000.00	\$8,000.00	\$3,000.00	\$0.00	\$11,000.00
Subtotal Personnel Costs				\$11,000.00	\$0,000.00	\$3,000.00	φ0.00	\$11,000.00
Materials / Supplies / Equipment								
Exhibit Signage	18	(3 per exhibit)	\$250.00	\$4,500.00	\$3,000.00	\$1,500.00		\$4,500.00
Frames	25	each	\$50.00	\$1,250.00	\$1,250.00			\$1,250.00
Interactive elements	6	(1 per exhibit)	\$500.00	\$3,000.00	\$2,000.00	\$1,000.00		\$3,000.00
		Í		\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
Subtotal Materials/Supplies/Equipment:				\$8,750.00	\$6,250.00	\$2,500.00	\$0.00	\$8,750.00
Event Fees / Publicity / Marketing								
Flyers/promotional materials	6	exhibits	\$250.00	\$1,500.00	\$1,000.00	\$500.00		\$1,500.00
7 1			,	\$0.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , ,		\$0.00
Subtotal Fees/Publicity/Marketing				\$1,500.00	\$1,000.00	\$500.00	\$0.00	\$1,500.00
Transportation Costs								
				\$0.00				\$0.00
				\$0.00				\$0.00
Subtotal Transportation and Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Administration (clerical, printing, postage, permits, etc.)								
Printing	6	exhibits	\$100.00	\$600.00	\$600.00			\$600.00
				\$0.00				\$0.00
Subtotal Admin Costs				\$600.00	\$600.00	\$0.00	\$0.00	\$600.00
Misc Other Costs			·	·				
				\$0.00				\$0.00
				\$0.00				\$0.00
Subtotal Misc. Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS				\$21,850.00	\$15,850.00	\$6,000.00	\$0.00	\$21,850.00
TOTAL TROOLOG GOODS				,	ψ10,000.00	ψ0,000.00	ψυ.υυ	₩£ 1,000.00
* Other Funding Sources -	List Source	ces Here		Amt. Funded				
Existing organization	\$3,000.00							
Exhibit sponsors				\$3,000.00				

\$6,000.00

Total: Other Funding Sources

Sandy Historical Society Museum Grant Project:

Summary: In the past the City of Sandy has generously donated around \$14,000 per biennium for our high school internship program. Going forward, the Sandy Historical Society Museum is hoping to pivot the City's financial support towards supporting an increased variety of exhibits to promote tourism to support local businesses, provide educational programming for local K-12 students, and provide educational and recreational opportunities for Sandy residents.

Current Historical Society Priorities:

During the past 6 months the historic society has been focused on pressing out-of-date & out of compliance maintenance and facility issues. Completed projects include elevator and fire suppression maintenance, phone and wifi upgrades (with help from SandyNet), spring cleaning the basement, gift shop, and office in part with help from new volunteers and partners. Updates include new point-of-sale and donor management software, revamping the gift shop, website, and logo, securing professional bookkeeping services, launching new social media accounts, hiring a journalism intern, and expanding our family programming with our kids' art class partnership with Wy'east Artisan's guild, expanded play area, and our new interactive Sandy Landmark Lego exhibit.

Next steps include developing an organizational master plan, working with an Oregon Heritage Mentor to evaluate the museum's collection and update the society's policies and by-laws, continuing to build relationships with local organizations and businesses, and regularly rotating our exhibits to build engagement with Sandy residents and encourage repeat museum visits.

City of Sandy Financial Support:

The Sandy Historical Society Museum would like to use City of Sandy grant funding to create a series of rotating short term exhibits to increase regional tourism and provide an engaging & educational community resource for Sandy residents.

Rotating Exhibits:

The Sandy Historical Society Museum will use Special Service grant funding to create a series of rotating local exhibits using the museum collections and local history partners to achieve the following objectives:

- Increase local tourism by extending the amount of time visitors stay in downtown Sandy.
- Provide educational and recreational opportunities for Sandy residents and schools.
- Build and strengthen partnerships with local organizations including Clackamas Fire, Bull Run Powerhouse, Camp Namanu, and Oregon Trail School District
- Increase the museum's community engagement

 Grow the museum's archives and collection to better reflect the existing Sandy community.

These exhibits have been selected to raise awareness of different aspects of Sandy area history, strengthen partnerships with local organizations, efficiently use existing exhibit resources to minimize cost and development time, and include interactive elements to appeal to a variety of audiences. Exhibits may change based on resources, partnerships, and new opportunities:

- Bull Run Powerhouse exhibit
 - o Print copies of already designed Bull Run Powerhouse informational panels
 - Bull Run Powerhouse artifact display
 - Build and/or purchase interactive elements such as circuit boards/ water system activity
- Camp Namanu exhibit
 - Transfer existing informational panels from Camp Namanu's Oregon Historical Society museum exhibit
 - Camp Namanu artifact display
 - Identify and supply interactive elements such as historic "camp" craft activity
- Sandy Women Leaders exhibit
 - Design and print informational panel(s) on Ruth Lundree, Blanche Shelley, and Linda Malone
 - Print and display photos and biographies of Sandy's current female majority council (Walker, Ramseyer, Hanley, and Smallwood)
- Local Schools "Our Collection"
 - Display artifacts and records donated or loaned to the museum by local school classes as part of the Historical Society's education programming and collections update initiatives
 - Design and print informational panels about OTSD schools including Sandy High,
 Cedar Ridge, Sandy Grade, and Welches.
 - Interactive bulletin board elements
- Sandy Buildings Then and Now
 - Highlight how the use of different buildings and properties in Sandy has changed over the years in partnership with local businesses and organizations occupying historic buildings and properties
 - Interactive Lego elements
 - Interactive map elements/ building matching activity
- Clackamas Fire

- Design and print informational panels on Sandy Fire Department and Clackamas Fire District.
- o Display Fire District artifacts
- o Fire prevention interactive activity

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

-Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Thu, 09/04/2025 - 1:30pm

Title of Project

Community Pantry Support

Applicant Organization

Sandy Community Action Center

Federal Tax-Exempt ID Number

Organization Address

PO Box 11

Organization City, State, ZIP

Sandy

Name of Project Manager

Kirsten Pitzer

Project Manager Phone

Project Manager Email

Project Beginning Date

Tue, 07/01/2025

Project End Date

Wed, 06/30/2027

Please describe your 2025-2027 SSCP project

Our project focuses on sustaining and strengthening our pantry so that residents have reliable access to consistent, nutritious food. We are committed to promoting awareness of our services, building strong community partnerships, and ensuring a dependable safety net for families, seniors, and individuals in need. This investment not only addresses immediate hunger but also reinforces the overall health and resilience of our community.

What is the dollar amount of SSCP grant funding you are requesting? 20.000.00

Which of the 2025-2027 program objectives will your project achieve?

Support the health and physical well-being of residents within Sandy city limits

Please specifically describe how your project meets the selected program objective(s)

Our project supports the health and physical well-being of Sandy residents by ensuring consisted access to nutritious food, which is the foundation of good health. By offering fresh produce, proteins, and other balanced options, we help reduce food insecurity and the health risks associated with poor nutrition. The pantry especially benefits vulnerable groups such as children, seniors, and families with limited income, who may otherwise go without regular healthy meals. In this way, we strengthen the overall well-being of our community, helping residents stay healthier, more resilient, and better able to thrive.

Please specifically describe how residents within Sandy city limits will benefit from the project

In a mid-sized rural town like Sandy, a food pantry provides more than just groceries—it offers stability. With limited stores and long drives to larger cities, many families struggle to access affordable, healthy food. A local pantry ensures that seniors on fixed incomes, parents raising young children, and neighbors facing unexpected hardships can find support close to home. It also strengthens community ties, with volunteers and residents working side by side to care for one another. In this way, the pantry becomes both a safety net and a gathering place, helping the whole town thrive.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

We will use data showing how many households and individuals access our programs monthly to reflect the positive impact our program has on the residents of Sandy. This reporting will include our food pantry, as well as our Senior Box Program, Lunch Box Program, and our Meal Site. We will also include data reporting the dollar amount of clothing cards that we distribute, which provide clothing and shoes for the community.

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

This project represents good value for the City because it maximizes impact with minimal cost. Our pantry leverages hundreds of volunteer hours, donated food, and partnerships with local businesses and farms, ensuring that every taxpayer dollar is multiplied by additional community resources. By providing consistent access to healthy food, we help families remain stable, reduce pressure on costly emergency services, and support seniors and children who are most at risk. In a rural town, the pantry also strengthens the fabric of community life—neighbors helping neighbors—so that the City's investment not only addresses immediate needs but also fosters long-term resilience and well-being for all residents.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

Providing a grant to our food pantry is a sustainable investment of taxpayer funds because it strengthens the community while reducing long-term costs. Reliable food access helps families stay healthy and stable, lowering demand on emergency healthcare, law enforcement, and other public services. Pantry operations also leverage volunteers, donated goods, and community partnerships, stretching every public dollar and multiplying its impact. By preventing small hardships from becoming costly crises, the pantry ensures that City funds create lasting benefits for residents and the local economy.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding; the year; and the dollar amount

23 - 25; \$20,000.00

Did you successfully comply with all terms and requirements of the past grant funding y received?

Item # 6.

Yes

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

sscp grant budget form 25 - 27.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23959

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sscp_grant_budget_form_25 - 27.xlsx

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name: Applicant Name:	1			nity Pantry Sup	port				
Apprount nume.				letion center	SSCP Grant Matching Funds		Funds		
	Units	Units of			(A) SSCP Funding	(B) Other Funding	(C) In- Kind	TOTALS	
BUDGET ITEM	Needed		Cost Per Unit		Requested	Sources *	Support		
Personnel Costs: List Personnel Working on in-kind match (volunteer). If they are volunteer					d whether they v	vill be paid by o	grant, other	funding, or	
Grant oversight/implementation/coordination					¢E 000 00	¢5 000 00		¢40,000,00	
(Kirsten Pitzer, Director)	166.67	hours	\$30.00	\$5,000	\$5,000.00	\$5,000.00		\$10,000.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00	AT 000 00	45.000.00	00.00	\$0.00	
Subtotal Personnel Costs				\$5,000	\$5,000.00	\$5,000.00	\$0.00	\$10,000.00	
Materials / Supplies / Equipment									
Supplemental food pantry supplies (both OFB and store purchase)	1	each	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00		\$16,000.00	
Supplemental Lunch Box Program supplies (Homeless population)	1	each	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00		\$2,400.00	
Supplemental food for Meal Site	1	each	\$600.00	\$600.00	\$600.00	\$600.00		\$1,200.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Materials/Supplies/Equipment:				\$9,800.00	\$9,800.00	\$9,800.00	\$0.00	\$19,600.00	
Event Fees / Publicity / Marketing									
Marketing for Promotional Materials	1	each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		\$4,000.00	
Website Hosting	1	each	\$250.00	\$250.00	\$250.00	\$250.00		\$500.00	
Subtotal Fees/Publicity/Marketing			,	\$2,250.00	\$2,250.00	\$2,250.00	\$0.00	\$4,500.00	
	·	1	1	ļ	1	ļ		ļ	
Transportation Costs									
Fuel Costs (food pick up)	1	each	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$2,000.00	
				\$0.00	44	A4 AAA AA	***	\$0.00	
Subtotal Transportation and Other Costs				\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	
Project Administration (clerical, printing, postage, permits, etc.)									
Office supplies (tape, markers, etc)	1	each	\$650.00	\$650.00	\$650.00	\$650.00		\$1,300.00	
Printing fees for English/Spanish materials	1	each	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$2,000.00	
Postage fees	1	each	\$300.00	\$300.00	\$300.00	\$300.00		\$600.00	
Subtotal Admin Costs			·	\$1,950.00	\$1,950.00	\$1,950.00	\$0.00	\$3,900.00	
Misc Other Costs									
				\$0.00				\$0.00	
				\$0.00				\$0.00	
Subtotal Misc. Other Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL PROJECT COSTS				\$20,000	\$20,000.00	\$20,000.00	\$0.00	\$40,000.00	
* Other Funding Sources - I	List Sour	ces Here		Amt.]				
Existing Fund				Funded \$10,000,00	ł				
Store Revenu				\$10,000.00 \$5,000.00	•				
Individual Dona				\$5,000.00	•				
marvidda Dona				Ψ0,000.00	ł				
					I				

\$20,000.00

Total: Other Funding Sources

9/8/25, 9:53 AM Submission #8

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

-Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Sun, 09/07/2025 - 5:03pm

Title of Project

Supporting Youth and Seniors through CommunityConnect

Applicant Organization

AntFarm

Federal Tax-Exempt ID Number

Organization Address

39140 Proctor Blvd

Organization City, State, ZIP

Sandy OR, 97055

Name of Project Manager

Neal Hatley

Project Manager Phone

Project Manager Email

Project Beginning Date

Thu, 01/01/2026

Project End Date

Thu. 12/31/2026

Please describe your 2025-2027 SSCP project

Supporting Youth and Seniors through CommunityConnect will provide no-cost home management support to seniors and individuals with disabilities living within Sandy city limits. This service is designed to help our most vulnerable residents age in place safely, avoid code infractions, and maintain the health and livability of their homes. Typical tasks include mowing, trimming, blackberry and invasive plant removal, firewood preparation, accessibility improvements, and general yard or property upkeep.

A key component of this project is AntFarm's partnership with the City of Sandy's Code Enforcement team. We will respond quickly to 100% of referrals for eligible community members, offering a positive, service-based alternative that prevents punitive action and ensures community safety and attractiveness.

At the same time, the program will engage 60 local youth, ages 14 to 24, in meaningful service-

9/8/25, 9:53 AM Submission #8

learning opportunities. Youth work alongside adult mentors, learning job readiness skills, team | tem # 6. tool use, and customer service. They also develop empathy and leadership by connecting with Sandy's eldest generations and experiencing the value of service to their community.

Over the 2025–2027 grant cycle, the program will support at least 350 seniors and individuals with disabilities, while also providing consistent beautification for properties across Sandy. By bridging generations, addressing code compliance issues, and strengthening civic pride, CommunityConnect represents a proven, sustainable investment in Sandy's health, safety, and livability.

What is the dollar amount of SSCP grant funding you are requesting? \$10,000.00

Which of the 2025-2027 program objectives will your project achieve?

- Drive tourism-related economic development within Sandy city limits
- Support the health and physical well-being of residents within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)
- Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s) AntFarm's CommunityConnect meets all four SSCP program objectives by combining direct service to vulnerable residents with visible improvements to Sandy's livability and long-term community pride.

Drive Tourism-Related Economic Development: By providing consistent beautification for more than 150 properties, especially along gateway corridors and visible neighborhoods, the project enhances Sandy's image as a safe, attractive, and welcoming community for visitors. Rapid response to 100% of City Code Enforcement referrals prevents neglected properties from becoming deterrents to tourism and strengthens the local economy by stabilizing neighborhoods and supporting the city's reputation. Youth engaged in public-facing work serve as ambassadors of community pride, helping Sandy present itself as vibrant and inviting to both tourists and businesses.

Support the Health and Physical Well-Being of Residents: The project enables at least 350 seniors and individuals with disabilities to age in place by offering no-cost home management tasks that reduce accidents and health risks. Services such as mowing, trimming, firewood preparation, and pathway clearing directly improve home safety. Intergenerational service also reduces social isolation, while 60 youth benefit from supervised outdoor work that promotes both physical activity and emotional resilience.

Enhance Community Livability: CommunityConnect improves neighborhood safety and attractiveness through consistent property care, reducing blight and hazards. Code Enforcement referrals are resolved quickly, preventing escalation into fines or unsafe conditions. At the same time, youth learn civic responsibility and pride by participating in service-learning projects that directly improve the look and feel of their own community, creating safer, more connected neighborhoods.

Preserve and Celebrate Sandy's History and Heritage: The program fosters intergenerational exchange, allowing youth to learn from Sandy's elders and hear stories that reflect the city's heritage. At least 50 seniors' stories will be documented during service visits, preserving cultural traditions and lived history. Skills passed down, including gardening techniques, wood stacking principles, plant and animal identification, natural medicine knowledge and home maintenance skills, reflect Sandy's roots while strengthening belonging and civic pride. Success stories are shared through community presentations and reports, celebrating the unique connections that tie Sandy's youngest and oldest residents together.

9/8/25, 9:53 AM Submission #8

Please specifically describe how residents within Sandy city limits will benefit from the project

Item # 6.

Residents within Sandy city limits will experience direct, meaningful benefits from CommunityConnect. At least 350 seniors and individuals with disabilities will receive no-cost home management support, enabling them to age in place with greater safety, dignity, and independence. Simple but critical services such as landscaping, property clean-up, brush removal and accessibility improvements reduce the risk of accidents, prevent code violations, and ease the physical and financial burdens faced by vulnerable residents.

Neighborhoods also benefit as properties are consistently maintained, improving curb appeal, preventing blight, and enhancing the overall attractiveness and safety of the city. By responding to 100% of Code Enforcement referrals for eligible residents, the program helps the City resolve compliance issues quickly and positively, reducing strain on enforcement systems and creating stronger, safer communities.

In addition, 60 youth ages 14 to 24 will gain paid and service-learning opportunities that build job skills, teamwork, and empathy. These young people become more engaged, resilient, and community minded, directly benefiting Sandy's workforce and social fabric. The program also fosters intergenerational connections between youth and elders, reducing social isolation while strengthening civic pride and cultural continuity.

In short, the program provides a triple benefit: supporting vulnerable seniors, uplifting youth, and improving the livability and appearance of Sandy for all residents.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

The impact of CommunityConnect will be tracked through clear, measurable outcomes that demonstrate benefits to Sandy residents:

Seniors and Individuals with Disabilities Served: At least 350 residents will receive no-cost home management support, documented through service logs and referral records.

Youth Engagement: A minimum of 60 youth, ages 14 to 24, will participate annually in supervised service-learning and workforce development activities, with hours and training documented.

Code Enforcement Response: A 100% response rate to referrals from the City of Sandy Code Enforcement office will be maintained, with resolution outcomes recorded.

Property Beautification and Safety Improvements: At least 150 properties per year will be improved through tasks such as mowing, trimming, blackberry removal, pathway clearing, and fence maintenance. Each service visit will be tracked and photographed when appropriate.

Service Hours: Total youth and adult hours contributed will be documented, providing an in-kind value of volunteer labor and demonstrating the program's return on investment.

Resident and Youth Feedback: Surveys and testimonials will be collected from both seniors and youth participants to capture qualitative improvements in well-being, independence, civic pride, and workforce readiness.

These measures will be compiled into required written reports and shared with City Council at the end of the grant cycle, ensuring accountability and transparency in demonstrating the program's positive impact.

9/8/25, 9:53 AM Submission #8

Please describe how this project represents good value for the City; maximizing the put tem #6. benefits generated from this investment of taxpayer funds

CommunityConnect provides an exceptional return on investment by multiplying the City's funding through volunteer service, youth engagement, and leveraged resources. With modest staff support funded in part by the City, the program mobilizes thousands of hours of youth and volunteer labor each year, creating an in-kind value that far exceeds the grant amount. This means every taxpayer dollar invested results in multiple dollars of public benefit returned.

The program also saves the City costs in other areas. By responding to 100% of Code Enforcement referrals for eligible residents, CommunityConnect resolves potential violations before they escalate, reducing administrative and legal burdens. Maintaining properties and preventing unsightly overgrowth enhances Sandy's attractiveness, supports local tourism and business activity, and promotes neighborhood stability.

In addition, the program strengthens Sandy's future workforce. Dozens of local youth gain work readiness, leadership, and civic pride through service, equipping them to contribute positively to the community for years to come. At the same time, hundreds of seniors and individuals with disabilities are able to remain safely in their homes, preserving independence and reducing demand on costly public services.

Through this combination of direct service, community beautification, cost avoidance, and youth development, the City's investment generates broad and lasting public benefits at a fraction of the true market cost.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

CommunityConnect has been operating in Sandy for more than a decade and has proven to be both sustainable and adaptable. City support serves as a foundation that allows AntFarm to leverage significant outside resources, including private donations, foundation awards, and our Planet365 can-and-bottle recycling program. Each taxpayer dollar invested is multiplied through thousands of hours of youth and volunteer labor.

Because the program combines City funding with these diverse sources, it is not dependent on a single stream of support. Instead, the City's investment strengthens a model that has already demonstrated long-term viability, even during times of economic uncertainty. In addition to financial leverage, the program builds lasting human capital: youth gain work readiness and civic responsibility, seniors remain healthy and independent, and neighborhoods are strengthened for years to come.

By continuing to invest in CommunityConnect, the City ensures that modest public funds are consistently amplified into broad community benefits, providing a sustainable program that will serve Sandy's residents well into the future.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding: the year: and the dollar amount

CommunityConnect, 2022-23, \$5,600.00

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

9/8/25, 9:53 AM Submission #8

Are you requesting an Alternative Payment Accommodation per Section 7 of the Progral Item # 6. Guidelines?

No

Project Budget

city of sandy sscp communityconnect project budget.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here letter of support - ant farm signed 1.pdf [3]

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable): the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23976

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/city_of_sandy_sscp_communityconnect_project_budget.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/letter of support - ant farm signed 1.pdf

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name:	1	Sunnort	ing Vouth and So	niors through	CommunityConno	oct		EGON	
Applicant Name:	+	Supporting Youth and Seniors through CommunityConnect AntFarm				:ct			
pp					SSCP Grant	Matching	Funds		
BUDGET ITEM	Units Needed	Units of	Cost Per Unit	Total Cost	(A) SSCP Funding Requested	(B) Other Funding Sources *	(C) In- Kind Support	TOTALS	
Personnel Costs: List Personnel Working on								r funding, or	
in-kind match (volunteer). If they are voluntee									
CommunityConnect Lead (\$24/hour)	416	Hours	\$24.00	\$9,984.00	\$4,034.45	\$5,949.55		\$9,984.00	
Program Manager (\$28/hour)	104	Hours	\$28.00	\$2,912.00	\$1,176.71	\$1,735.29		\$2,912.00	
								\$0.00	
								\$0.00	
								\$0.00	
Subtotal Personnel Costs				\$12,896.00	\$5,211.16	\$7,684.84		\$12,896.00	
Materials / Supplies / Equipment									
Tools (Hand tools, wheel barrows, ETC.)	24	Items	\$30.00	\$720.00	\$290.95	\$429.05		\$720.00	
PPE (Gloves, Eye/Ear Protections, ETC.)	60	Sets	\$12.00	\$720.00	\$290.95	\$429.05		\$720.00	
								\$0.00	
								\$0.00	
								\$0.00	
Subtotal Materials/Supplies/Equipment:				\$1,440.00	\$581.89	\$858.11		\$1,440.00	
Event Fees / Publicity / Marketing									
Outreach/Publicity	1	lot	\$400.00	\$400.00	\$161.64	\$238.36		\$400.00	
out out in a printing			V.00.00					\$0.00	
Subtotal Fees/Publicity/Marketing				\$400.00	\$161.64	\$238.36		\$400.00	
Transportation Costs									
Gas & Vehicle Maintenance	1	lot	\$2,400.00	\$2,400.00	\$969.82	\$1,430.18		\$2,400.00	
								\$0.00	
Subtotal Transportation and Other Costs				\$2,400.00	\$969.82	\$1,430.18		\$2,400.00	
Project Administration (clerical, printing, postage, permits, etc.)									
Insurance & Payroll Processing	1	28%	\$3,610.88	\$3,610.88	\$1,459.13	\$2,151.75		\$3,610.88	
								\$0.00	
Subtotal Admin Costs				\$3,610.88	\$1,459.13	\$2,151.75		\$3,610.88	
Misc Other Costs									
Waste Disposal / Landfill Fees	1	lot	\$4,000.00	\$4,000.00	\$1,616.37	\$2,383.63		\$4,000.00	
								\$0.00	
Subtotal Misc. Other Costs				\$4,000.00	\$1,616.37	\$2,383.63		\$4,000.00	
TOTAL PROJECT COSTS				\$24,746.88	\$10,000.00	\$14,746.88	\$0.00	\$24,746.88	
* Othor Funding Course	int Cover	aa Haus		Amt.					
* Other Funding Sources - I		es nere		Funded					
Community Dona	ations			\$5.000.00					

* Other Funding Sources - List Sources Here		
Community Donations	\$5,000.00	
AntFarm's Planet365	\$10,000.00	
Total: Other Funding Sources	\$15,000.00	



Christina McMahan Director

JUVENILE DEPARTMENT

Juvenile Intake and Assessment Center 2121 Kaen Road | Oregon City, OR 97045

July 8, 2025

To Whom It May Concern,

I am writing to offer my full support for Ant Farm's Community Connect program. As a professional in the juvenile justice system, I have witnessed the significant impact that well-structured, community-based service programs can have on youth accountability, rehabilitation, and long-term success.

Community Connect provides supervised, purposeful service-learning opportunities for youth ages 14—24 throughout rural Clackamas County. Many of the youth referred to this program are working to fulfill school, court, or probation obligations—including those participating in restitution programs, where they are required to give back to victims and the community. Community Connect offers a meaningful way for these youth to make amends through direct service, instilling a sense of responsibility, empathy, and civic contribution.

For justice-involved youth, especially those without access to reliable transportation or employment, finding safe and structured ways to complete restitution and mandated service hours can be a major challenge. Community Connect removes many of these barriers by providing transportation, meals, and caring adult supervision. The program's dignity-centered approach creates a supportive environment where youth are not only held accountable but also empowered to grow.

Ant Farm's strong track record in youth development and community engagement makes them an essential partner in this work. Community Connect is more than a service program—it is a restorative bridge that allows youth to reconnect with their communities, repair harm, and begin building a more positive future. It also supports juvenile justice professionals by offering a reliable, values-aligned option for referrals and hour tracking.

I strongly support Community Connect and encourage continued investment in this vital program. Its role in helping youth make meaningful restitution and gain life skills is indispensable to our shared goals of rehabilitation and community safety.

Sincerely,

Christina L. McMahan, Director

Clackamas County Juvenile Department

Published on Sandy, OR (https://www.ci.sandy.or.us)

Home Special Service Contract Program Webform results Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Sun, 09/07/2025 - 5:13pm

Title of Project

Expanding Mt. Hood Farmer's Market

Applicant Organization

AntFarm

Federal Tax-Exempt ID Number

Organization Address

39140 Proctor Blvd

Organization City, State, ZIP

Sandy OR, 97055

Name of Project Manager

Neal Hatley

Project Manager Phone

Project Manager Email

Project Beginning Date

Fri, 05/01/2026

Project End Date

Sat. 10/31/2026

Please describe your 2025-2027 SSCP project

The Mt. Hood Farmer's Market (MHFM), operated by AntFarm Youth & Family Services, is a cornerstone of community connection and local economic vitality in Sandy. Running weekly from May through October, the market brings together 40 to 50 vendors offering fresh produce, locally raised meats, artisan foods, handmade goods, and cultural performances. Each week, hundreds of Sandy residents and visitors gather downtown to access healthy, affordable food, support small businesses, and experience a vibrant, family-friendly community space.

For the 2025–2027 cycle, SSCP funding will strengthen MHFM's ability to serve Sandy residents while expanding its role as a driver of tourism-related economic development. Specifically, the project will:

Increase tourism and economic vitality by funding expanded marketing and outreach efforts, attracting visitors from across the Mt. Hood Corridor and surrounding cities, and promoting Sandy

Item # 6.

vendors and businesses.

Item # 6.

Support health and well-being by maintaining programs like SNAP/EBT and Double Up Food Bucks (over \$10,000 used in 2024), ensuring low-income residents can access nutrient-rich foods.

Enhance livability by offering workshops, performances, and shaded seating areas that encourage families to stay, eat, and connect with neighbors in a safe and welcoming setting.

Celebrate history and heritage by showcasing Sandy's agricultural traditions and cultural diversity through local farmers, Latinx cultural events, artists, and musicians.

The market also provides meaningful youth workforce opportunities. AntFarm employs youth each season in market operations and supports volunteer service-learning opportunities for students. These roles give young people hands-on experience in customer service, event management, and community engagement, while reinforcing the value of civic contribution.

SSCP support will be used for staffing, infrastructure, signage, and marketing, ensuring MHFM remains a sustainable long-term investment for Sandy. With over a decade of proven operations, leveraged support from vendor fees, Planet365 recycling revenue, and statewide grants, MHFM will continue to thrive beyond this funding cycle—serving as both a healthy food access point and a welcoming gateway to Sandy for visitors traveling to and from Mt. Hood.

What is the dollar amount of SSCP grant funding you are requesting? \$5,000.00

Which of the 2025-2027 program objectives will your project achieve?

- Drive tourism-related economic development within Sandy city limits
- Support the health and physical well-being of residents within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)
- Preserve and / or celebrate Sandy's history and heritage

Please specifically describe how your project meets the selected program objective(s) The Mt. Hood Farmer's Market (MHFM) strongly aligns with all four SSCP program objectives, with primary emphasis on driving tourism-related economic development.

Drive Tourism-Related Economic Development

MHFM attracts hundreds of patrons each week and serves as a gateway for visitors traveling to and from Mt. Hood. Expanded marketing and vendor promotions will draw shoppers from surrounding communities, while incentives for out-of-town vendors will increase product diversity. This growth boosts vendor sales and drives additional foot traffic to nearby Sandy businesses, strengthening the local economy.

Support the Health and Physical Well-Being of Residents

MHFM provides direct access to fresh, locally grown produce, meats, and value-added foods. In 2024, over \$10,000 in Double Up Food Bucks were redeemed, ensuring SNAP customers could double their purchasing power. Workshops hosted by local farmers and vendors will further promote healthy eating, sustainable gardening, and active living.

Enhance Community Livability

The market creates a vibrant, family-friendly space in downtown Sandy where residents gather, enjoy music, and connect with neighbors. Investments in infrastructure, such as shaded seating

areas, signage, and cooling systems, make the space safer and more enjoyable for families, lte seniors, and youth. By employing youth staff and offering volunteer service-learning opportunities, the market also cultivates civic engagement and community pride.

Preserve and Celebrate Sandy's History and Heritage

The market reflects Sandy's agricultural roots by supporting local farmers and food producers while also embracing the city's growing cultural diversity. Events highlighting Latinx vendors, artists, and musicians, along with Spanish-language outreach through AntFarm's Nuevo Futuro program, celebrate Sandy's heritage while creating a more inclusive and welcoming community.

Together, these objectives position the Mt. Hood Farmer's Market as both a vital community service and a powerful economic driver for Sandy.

Please specifically describe how residents within Sandy city limits will benefit from the project

The Mt. Hood Farmer's Market directly benefits Sandy residents by providing a welcoming, convenient downtown space to access fresh, affordable, and locally produced food. Each week, hundreds of Sandy households shop at the market, supporting their families' health while keeping their dollars in the local economy. In 2024 alone, market visitors redeemed more than \$10,000 in Double Up Food Bucks, doubling the value of their SNAP benefits and making fresh fruits and vegetables more affordable and accessible.

Beyond food access, the market enhances the daily lives of Sandy residents by creating a safe, family-friendly space where neighbors gather, enjoy live music, attend workshops, and participate in cultural events. Residents benefit from infrastructure improvements such as shaded seating and cooling stations, which make the market more enjoyable during hot summer days.

The market also supports the financial well-being of Sandy residents by providing a venue for local farmers, artisans, and food producers to sell directly to customers, generating income and encouraging entrepreneurship. Moreover, many businesses in Sandy see increased foot traffic on farmer's market day. Youth from Sandy benefit as well, through seasonal employment and volunteer service-learning opportunities that build work skills, confidence, and civic pride.

For over a decade, the Mt. Hood Farmer's Market has been a centerpiece of community connection in Sandy. With SSCP support, it will continue to grow as a place where residents find healthy food, economic opportunity, and a deeper sense of community belonging.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

The Mt. Hood Farmer's Market will track a clear set of measurements to evaluate its positive impact on Sandy residents during the 2025–2027 grant cycle. Market staff will monitor weekly counts of customers and estimate the balance of residents and visitors, while customer surveys will help identify how many Sandy households regularly shop at the market.

Food access and affordability will be measured through the total dollar amount of SNAP and Double Up Food Bucks redeemed, with a goal of surpassing the \$10,000 redeemed in 2024. Families will also be surveyed about their ability to access fresh fruits, vegetables, and locally produced foods.

Economic benefit will be assessed by reviewing vendor sales data, the number of Sandy-based vendors participating, and trends in new and returning vendors season over season.

Community engagement and livability will be measured by the number of workshops, performances, and cultural events offered each year, as well as customer satisfaction surveys collected both at the

Item # 6.

market and online. Feedback will also be gathered on the use and impact of infrastructure improvements such as picnic tables, shaded seating, and misting stations.

Item # 6.

Youth and workforce development will be measured by the number of Sandy youth employed or volunteering at the market, along with tracking of service-learning hours completed. Feedback from youth participants will capture skills gained in areas such as customer service, event management, and leadership.

Together, these measures will show how the market strengthens health, economic vitality, and community life in Sandy. Outcomes will be reported to the City of Sandy and will include vendor stories, customer testimonials, and photos that illustrate the market's role as a central community hub.

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

The Mt. Hood Farmer's Market represents excellent value for the City of Sandy by multiplying the impact of taxpayer investment through leveraged funds, community partnerships, and long-lasting benefits.

A modest SSCP grant will be combined with vendor fees, AntFarm's Planet365 recycling revenue, statewide grants, and private donations, ensuring every City dollar is matched by other resources. This approach stretches taxpayer funds and maximizes impact by covering staffing, infrastructure, and outreach costs that directly benefit Sandy residents.

The market generates broad public benefits across multiple sectors:

Economic development: Each week, 40–50 local vendors sell their products, drawing both Sandy residents and out-of-town visitors. This activity stimulates vendor income while driving additional spending at downtown businesses.

Health and wellness: Over \$10,000 in Double Up Food Bucks were redeemed in 2024, helping low-income families afford fresh, healthy food—an outcome that far exceeds the City's investment.

Community livability: Shaded seating, cultural performances, and workshops transform the market into a lively community gathering place that improves quality of life.

Workforce development: The market employs youth and offers volunteer service-learning opportunities, building civic pride and job readiness among Sandy's young people.

By supporting a project with over a decade of proven success, the City ensures that its investment creates both immediate and lasting returns. The Mt. Hood Farmer's Market not only meets the City's objectives but also generates outcomes that far exceed the scale of the funding requested, making it one of the most cost-effective ways to invest in Sandy's economy, health, and community well-being.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

The Mt. Hood Farmer's Market is a proven, sustainable project with over a decade of successful operations in Sandy. SSCP funding will not only strengthen the market during the 2025–2027 cycle but will also create lasting value by supporting outreach and media that will continue to serve residents for years to come.

Taxpayer investment will be leveraged in several key ways:

Infrastructure with long-term use: Funding for signage systems will provide multi-year assets the increase safety, visibility, and comfort for residents and visitors.

Item # 6.

Expanded marketing reach: SSCP dollars will allow the market to attract more out-of-town shoppers and tourists on their way to Mt. Hood, creating a sustained economic ripple effect for Sandy businesses. Additionally, SSCP funding will allow for the creation of video media that will be used for promotion far beyond the 2025-2027 cycle.

Leveraged funding streams: SSCP support will complement existing revenue from vendor fees, AntFarm's Planet365 recycling program, statewide SNAP/DUFB incentives, and private grants such as those from OFMA and USDA. By demonstrating strong City backing, this project also becomes more competitive for large-scale external funding opportunities.

Workforce pipeline: Each year, the market employs youth and provides service-learning volunteer opportunities, developing the next generation of Sandy's workforce while reinforcing community pride.

In combination, these elements ensure that City funding will be multiplied and sustained. SSCP support does not simply fund a single season, it invests in an enduring community asset that improves health, boosts the local economy, and builds resilience for Sandy's future.

Have you received grant funding in the past, either through SSCP or through another organization?

Yes

Please indicate the program/organization from which you received grant funding; the year; and the dollar amount

CommunityConnect, 2022-23, \$5,600.00

Did you successfully comply with all terms and requirements of the past grant funding you received?

Yes

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

No

Project Budget

city of sandy sscp farmers market project budget.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable); the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

Item # 6.

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23977

Links

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/city_of_sandy_sscp_farmers_market_project_budget.xlsx

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



Project Name:			Expanding M	t. Hood Farmer	's Market			EGON
Applicant Name:		AntFarm						
					SSCP Grant	Matching	Funds	
BUDGET ITEM	Units Needed	Units of Measure	Cost Per Unit	Total Cost	(A) SSCP Funding Requested	(B) Other Funding Sources *	(C) In- Kind Support	TOTALS
Personnel Costs: List Personnel Working on	Project, t	neir pay ra	te, days or hou	rs worked, an				r funding, or
in-kind match (volunteer). If they are volunteer	1			•		** *** **		
Market Manager	192	Hours	\$28.00	\$5,376.00	\$2,312.90	\$3,063.10		\$5,376.00
Videographer	48	Hours	\$28.00	\$1,344.00	\$578.23	\$765.77		\$1,344.00
Social Media Manager	24	Hours	\$28.00	\$672.00	\$289.11	\$382.89		\$672.00
								\$0.00
Outstated Barragery of Conta				£7 202 00	\$2.490.24	¢4 244 76		\$0.00
Subtotal Personnel Costs				\$7,392.00	\$3,180.24	\$4,211.76		\$7,392.00
Materials / Supplies / Equipment								
Signage	24	Items	\$15.00	\$360.00	\$154.88	\$205.12		\$360.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Subtotal Materials/Supplies/Equipment:				\$360.00	\$154.88	\$205.12		\$360.00
Event Fees / Publicity / Marketing								
Digital Adds	48	Units	\$25.00	\$1,200.00	\$516.27	\$683.73		\$1,200.00
Print Adds	24	Units	\$25.00	\$600.00	\$258.14	\$341.86		\$600.00
Subtotal Fees/Publicity/Marketing				\$1,800.00	\$774.41	\$1,025.59		\$1,800.00
Transportation Costs								<u> </u>
								\$0.00
								\$0.00
Subtotal Transportation and Other Costs				\$0.00	\$0.00	\$0.00		\$0.00
Project Administration (clerical, printing, postage, permits, etc.)								
Insurance & Payroll Processing	1	28%	\$2,069.76	\$2,069.76	\$890.47	\$1,179.29		\$2,069.76
								\$0.00
Subtotal Admin Costs				\$2,069.76	\$890.47	\$1,179.29		\$2,069.76
Misc Other Costs								
				\$0.00	\$0.00	\$0.00		\$0.00
								\$0.00
Subtotal Misc. Other Costs				\$0.00	\$0.00	\$0.00		\$0.00
TOTAL PROJECT COSTS				\$11,621.76	\$5,000.00	\$6,621.76	\$0.00	\$11,621.76
* Other Funding Sources	iet Sour	oe Horo		Amt.				
* Other Funding Sources - List Sources Here				Funded				
Oregon Farmer's Market Association				\$5,000.00				
Embold Credit U				\$1,000.00				
Clackamas Soil & Water				\$1,000.00				

* Other Funding Sources - List Sources Here	Amt. Funded
Oregon Farmer's Market Association	\$5,000.00
Embold Credit Union	\$1,000.00
Clackamas Soil & Water	\$1,000.00
Total: Other Funding Sources	\$7,000.00

Item # 6.

Published on Sandy, OR (https://www.ci.sandy.or.us)

<u>Home</u> <u>Special Service Contract Program</u> <u>Webform results</u> Special Service Contract Program

Submission information

Form: Special Service Contract Program [1]

Submitted by Visitor (not verified)

Mon, 09/08/2025 - 7:28am

Title of Project

Sandy CERT

Applicant Organization

Sandy CERT

Federal Tax-Exempt ID Number

Organization Address

39945 Mitchell Ct.

Organization City, State, ZIP

Sandy, OR 97055

Name of Project Manager

Brett Wesson

Project Manager Phone

Project Manager Email

Project Beginning Date

Wed, 10/01/2025

Project End Date

Thu. 09/30/2027

Please describe your 2025-2027 SSCP project

Sandy CERT aims to establish, train, and equip a volunteer-based disaster preparedness and response program serving Sandy residents and nearby communities. Community Emergency Response Teams, or CERTs, partner with local emergency management stakeholders to provide additional support during disasters, and members receive FEMA-based training in disaster response, light search and rescue, first aid, and emergency communication. CERT members also educate residents about disaster preparedness and assist with post-disaster recovery efforts. The requested SSCP funding will provide the funds necessary to train the first CERT cohort (Spring '26) by covering training supplies, uniform items, protective equipment, communication tools, and a secure trailer for storage and deployment.

What is the dollar amount of SSCP grant funding you are requesting? \$9,943.00

Which of the 2025-2027 program objectives will your project achieve?

Item # 6.

- Support the health and physical well-being of residents within Sandy city limits
- Enhance community livability within Sandy city limits (especially safety & attractiveness)

Please specifically describe how your project meets the selected program objective(s)

Establishing Sandy CERT will directly improve community safety by training volunteers to ass

Establishing Sandy CERT will directly improve community safety by training volunteers to assist local emergency management stakeholders during disasters. Additionally, Sandy CERT will assist in preparing residents to respond effectively to emergencies such as wildfires, winter storms, earthquakes, and other hazards. By providing assistance prior to, during, and after a disaster in Sandy, the program will enhance both the physical well-being of participants and the overall safety of the Sandy community.

Please specifically describe how residents within Sandy city limits will benefit from the project

Sandy CERT will benefit Sandy residents by recruiting, training, equipping, and deploying an estimated 40 disaster response volunteers annually. These CERT volunteers provide immediate disaster response and support to residents and first responders, helping to deliver a community-based response in the critical hours before outside help may arrive. Additionally, public emergency preparedness workshops will teach residents about Sandy-area hazards and how they can prepare for a disaster.

Please identify and describe the measurements that will be used to assess the project's positive impact on Sandy residents

Sandy CERT will assess its positive impact on Sandy by measuring the total number of CERT volunteers trained (target: 40/year), total preparedness workshops delivered (target: 4 first year, 8 second year), total volunteer hours logged (anticipate over 1,750 during grant cycle), and total funds raised for emergency supplies (\$7,500 initial fundraising goal).

Please describe how this project represents good value for the City; maximizing the public benefits generated from this investment of taxpayer funds

This initiative leverages volunteer labor, partnerships, and donated resources for the benefit of the community. Using the Independent Sector volunteer value rate of \$33.49/hour, the program is estimated to return nearly \$75,000 in in-kind community benefit for a \$9,943 investment.

Please describe how this project represents a sustainable long-term investment of taxpayer funds. How will this investment be leveraged to provide services in the future?

This project will use SSCP funds as a foundational investment, allowing the first cohort of volunteers to obtain the training, equipment, and partnerships necessary to successfully fundraise next year. CERT activities are eligible for grant funding, specifically those made available by FEMA and the Oregon Department of Emergency Management, and Sandy CERT will employ online crowdfunding as well. Aspiring to have a presence at local events, Sandy CERT will use those opportunities to educate, recruit, and fundraise, connecting with the community and cementing its purpose.

Have you received grant funding in the past, either through SSCP or through another organization?

No

Are you requesting an Alternative Payment Accommodation per Section 7 of the Program Guidelines?

Yes

Alternative Payment Accommodations are reserved for organizations with limited financial capacity. Please explain why your project should receive an Alternative Payment Accommodation

Sandy CERT is a new nonprofit and does not currently have any funds. The Project Manager If Item # 6. donate personal funds on an as-needed basis to move the project forward, but the organizatioh overall has extremely limited financial capacity.

Project Budget

sandy cert sscp grant budget.xlsx [2]

If you would like to provide supplementary project documents, promotional materials, or other files for the City's consideration, you may upload them here sandy cert executive summary.pdf [3]

Certification of Eligibility

I certify that the proposed project is eligible for funding under the Program Guidelines. Specifically: the project will directly benefit residents living within Sandy city limits; the applying organization is tax-exempt under the Internal Revenue Code in good standing with the IRS; the project will not promote or inhibit religious activities; the project will not promote or inhibit political activities; the project will not discriminate based on race, ethnicity, age, gender, or sexual orientation; the project will not involve "self-dealing" or similar conflicts of interest as defined in the Project Guidelines; the project has a clear public benefit and has the permission of the owner of the property on which it will take place (if applicable): the applicant has a positive record of successful grant completion and compliance with City policies and regulations; and the requested funding for organization staffing will be dedicated to the execution of the specific project being applied for (if applicable).

Agreement / Certification of Accuracy

I certify that the information contained in this application is true and correct to the best of my knowledge. I understand that if the City finds the information in this application to be false, or if I fail to abide by all provisions and requirements of the SSCP Program Guidelines or all terms of the grant agreement executed between my organization and the City of Sandy, I will lose my eligibility to receive current and future grant funds, and may be required to return to the City any grant funds already received. I further understand that all materials submitted through this application and as part of this grant program may be subject to disclosure under public records laws.

Source URL:https://www.ci.sandy.or.us/node/23491/submission/23978

[1] https://www.ci.sandy.or.us/administration/webform/special-service-contract-program [2] https://www.ci.sandy.or.us/system/files/webform/sandy_cert_sscp_grant_budget.xlsx [3] https://www.ci.sandy.or.us/system/files/webform/sandy_cert_executive_summary.pdf

2025-2027 SPECIAL SERVICE CONTRACT PROGRAM GRANT APPLICATION BUDGET FORM



							ORE	GON
Project Name: Applicant Name:	Sandy CERT Brett Wesson				1			
Аррисан наше.	Applicant Name.			SSCP Grant Matching			g Funds	
	Units	Units of			(A) SSCP Funding	(B) Other Funding	(C) In-Kind Support	TOTALS
BUDGET ITEM Personnel Costs: List Personnel Working on P			days or hours		Requested	Sources *		nding or in-
kind match (volunteer). If they are volunteering,					whether they wh	ii be paid by g	iant, other tu	riding, or in-
Program Manager (8hrs./mo. X 24mo.)	192	hrs	\$33.49	\$6,430.08			\$6,430.08	\$6,430.08
Lead Instructor (4hrs./class x 8 classes x 4)	128	hrs	\$33.49	\$4,286.72			\$4,286.72	\$4,286.72
Guest Instructor(s) (4hrs./class x 4 classes x 4)	64	hrs	\$33.49	\$2,143.36			\$2,143.36	\$2,143.36
CERT Volunteers (1st Cohort, Post-Training)	1760	hrs	\$33.49	\$58,942.40			\$58,942.40	\$58,942.40
Subtotal Personnel Costs				\$71,802.56	\$0.00	\$0.00	\$71,802.56	\$71,802.50
Materials / Supplies / Equipment								
Training Materials								
Training Binders	24	each	\$8.00	\$192.00	\$192.00			\$192.00
Training Materials (printed)	24	each	\$8.00	\$192.00	\$192.00			\$192.00
Training Refreshments	8	each	\$20.00	\$160.00	\$160.00			\$160.00
Sandy Library Meeting Room Use	8	each	\$0.00	\$0.00			\$0.00	\$0.00
Uniforms / PPE								
CERT Helmets	24	each	\$25.00	\$600.00	\$600.00			\$600.00
CERT Vests	24	each	\$20.00	\$480.00	\$480.00			\$480.00
Safety Glasses	24	each	\$10.00	\$240.00	\$240.00			\$240.00
Work Gloves	24	each	\$20.00	\$480.00	\$480.00			\$480.00
Radio Harnesses	24	each	\$20.00	\$480.00	\$480.00			\$480.00
N95 Masks	4	20/pack	\$20.00	\$80.00	\$80.00			\$80.00
Equipment								
GSMR Radios	24	each	\$50.00	\$1,200.00	\$1,200.00			\$1,200.00
Canopy Tent	1	each	\$525.00	\$525.00	\$525.00			\$525.00
Folding Table	1	each	\$100.00	\$100.00	\$100.00			\$100.00
Folding Chairs	4	each	\$50.00	\$200.00	\$200.00			\$200.00
Emergency Supplies & Equipment								
Misc. Emergency Supplies & Equipment	1	each	\$10,000.00	\$10,000.00		\$7,500.00	\$2,500.00	\$10,000.00
Subtotal Materials / Supplies / Equipment:				\$14,929.00	\$4,929.00	\$7,500.00	\$2,500.00	\$14,929.00
						. , ,	1	, ,, ,,
Event Fees / Publicity / Marketing	1	aaab	\$22.00	622.00	\$22.00			¢22.00
Domain Name Renewal (sandycert.org)		each		\$22.00				\$22.00
Sandy CERT Banners	2	each	\$50.00	\$100.00	\$100.00			\$100.00
CERT Logo Trailer Decal	1	each	\$50.00	\$100.00	\$100.00			\$100.00
Recruitment Flyers	1	each	\$250.00	\$250.00	\$250.00	60.00	60.00	\$250.00
Subtotal Fees / Publicity / Marketing				\$472.00	\$472.00	\$0.00	\$0.00	\$472.00
Storage and Transportation Costs								
6x10 Enclosed Trailer	1	each	\$3,500.00	\$3,500.00	\$3,500.00			\$3,500.00
Trailer Shelving	1	each	\$500.00	\$500.00	\$500.00			\$500.00
Trailer Insurance (24 months)	24	each	\$20.00	\$480.00	\$480.00			\$480.00
Subtotal Storage / Transportation Costs				\$4,480.00	\$4,480.00	\$0.00	\$0.00	\$4,480.00
Project Administration (clerical, printing, postage, permits, etc.)								
Oregon Nonprofit Annual Report / Renewal	1	each	\$50.00	\$50.00	\$50.00			\$50.00
Sandy Nonprofit Business Registration	1	each	\$12.00	\$12.00	\$12.00			\$12.00
Subtotal Admin Costs				\$62.00	\$62.00	\$0.00	\$0.00	\$62.00
TOTAL PROJECT COSTS				\$91,745.56	\$9,943.00	\$7,500.00	\$74,302.56	\$91,745.56
* Other Funding Sources - List Sources Here				Amt.				
				Funded				
GoFundMe Fundraising Account (iunung a	micipated)		\$7,500.00				

\$7,500.00

Total: Other Funding Sources

Executive Summary Sandy CERT SSCP Grant Application

Dear Members of the SSCP Review Subcommittee,

I am writing on behalf of Sandy CERT, a newly formed nonprofit, to respectfully request funding through the City of Sandy's Special Service Contract Program (SSCP) to establish a Community Emergency Response Team (CERT) in Sandy. This program will directly strengthen community safety and resilience by providing disaster response support and helping to prepare residents to respond effectively to disasters.

Background

My interest in establishing a CERT program began during last year's ice storm in Sandy, then materialized again this year during the Palisades Fire in California, where wildfire quickly overwhelmed the community. Living in Sandy and working on Mt. Hood, I recognize similar vulnerabilities. Our community faces a wide range of hazards—from winter storms and wildfires to the looming risk of a Cascadia Subduction Zone earthquake or volcanic eruption, events expected to severely strain local and regional response resources. While Sandy's Emergency Operations Plan references the American Red Cross in multiple sections, these resources may not be immediately available or sufficient in a large-scale disaster. A CERT program would provide local, trained volunteers who can partner with local agencies to fill these critical gaps—offering shelter support, basic medical aid, light search and rescue, and neighborhood-level disaster response organization.

Structure

FEMA's national CERT resources are comprehensive and readily available. CERT organizations can take advantage of FEMA's program management documents and training resources, which include both instructor and participant manuals, plus slides for each unit covered. Additionally, Oregon and Washington emergency management agencies offer CERT Program Manager and Train-the-Trainer courses locally.

Outcomes

With SSCP support, Sandy CERT will train an estimated 40 residents annually, equipping them with FEMA-standard CERT skills, uniforms, and protective equipment. Over the 2025–2027 grant cycle, an estimated 80 local volunteers will be trained to serve their community during emergencies, while public preparedness workshops will help to educate many more in the community. This project directly meets SSCP objectives to support the health and physical well-being of Sandy residents through safety and preparedness.

Funding

I am requesting \$9,943 in SSCP funding, with alternative payment accommodation due to limited startup resources. These funds will make initial training possible, in addition to the purchase of uniform items, personal protective equipment, marketing materials, and a secure trailer for storage and deployment. This investment will be multiplied through volunteer labor, conservatively valued at more than \$70,000 over the grant cycle.

Thank you for your consideration of this proposal. With your support, Sandy CERT will become a cornerstone of local emergency preparedness and an essential partner to the City of Sandy in times of need.

Respectfully,

Brett Wesson Sandy CERT



ICPD

Individual and Community Preparedness Division

The national Community Emergency Response Team (CERT) Program trains volunteers to prepare for the types of disasters that their community may face. Through hands-on practice and realistic exercises, CERT Volunteers:

- Learn how to safely respond to man-made and natural hazards;
- Help organize basic disaster response; and
- Promote preparedness within their communities.

CERT Volunteers aim to do the greatest good for the greatest number of people.

RESPONDING TO EMERGENCIES

Since 1986, more than

600,000 individuals

have completed **CERT training.**

Specialized CERT Programs:



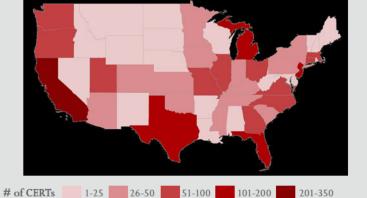




Workplace CERT







Members Learn:

- Light search and rescue
- Disaster medical operations
- Fire safety and utility controls
- Leadership in disasters
- Traffic and crowd management













when working on incidents, including outside their home area. FEMA is developing Job Tile/Position Qualifications and Position Task Books for three key CERT positions: CERT Volunteer, CERT Section Chief, and CERT Team Leader. These documents cement CERT in the National Response Framework. It is not mandatory for CERTs to participate in NQS, but will be encouraged to be consistent with the National Incident Management System. These documents can be found on the Resource Typing Library Tool: https://rtlt.preptoolkit.fema.gov/Public once published.



Nationwide, there are more than 2,800+ local CERTs. CERT Volunteers build preparedness by organizing their communities before disasters.



There is a role for everyone in CERT. Speak with your local CERT Program Manager to learn how to get involve

Prepared to Act

CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, which allows them to focus on more complex tasks.

Trainings and Tools

Online and in-person courses, as well as other local training activities, help CERT Volunteers to be ready when disaster strikes.

Full Courses

IS-317-Introduction to CERT (Online):

An independent study course that serves as an introduction to CERT.



CERT Train the Trainer:

Experienced CERT leaders teach new CERT trainers how to train their own teams.



CERT Basic Training Course:

Delivered in the community by a team of first responders and other qualified volunteers, this course is the foundation of the program.



Program Manager:

New CERT leaders learn how to start, develop, and sustain local CERTs.



Additional Resources



Hazard-Specific Training

Additional training modules allow communities to provide more in-depth training on the hazards they are most likely to face.



Specialized Modules

CERT Volunteers build robust skill sets through trainings on advanced topics such as emergency communications and animal response.



Inclusive Training

Accommodations to make CERT training accessible for people with disabilities and others with access and functional needs.



Community-Based Trainings

Many CERT training materials and program management tools are available free of charge.

Get more information at ready.gov/CERT.



Community Emergency Response Team (CERT) Program Guide

November 2022 FEMA P-2321







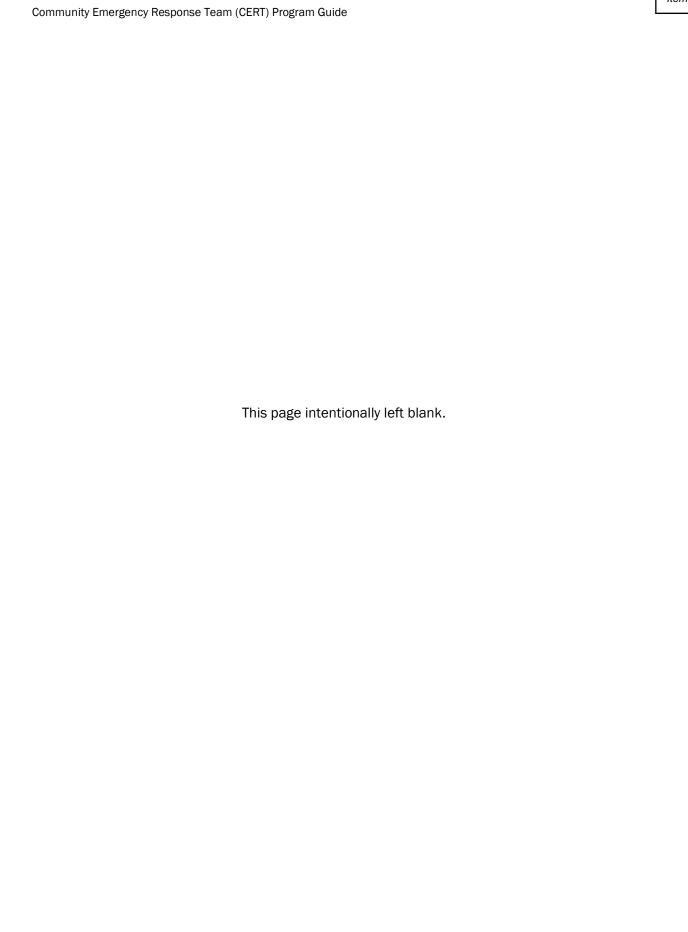


Table of Contents

Section	1: Introduction	1
	Purpose	1
	Scope and Applicability	1
	Document Management and Maintenance	1
	Use of this Document	1
Section	2: The CERT Program	2
	Types of CERT Programs	2
	CERT Program Overview	4
	Organization of a CERT Program	4
Section	3: Establishing a CERT Program	7
	Becoming an Officially Recognized CERT Program	7
Section	4: Sponsoring Organizations and the CERT State Coordinator	9
	Responsibilities of a CERT Sponsoring Organization	9
	Sponsoring a CERT Program	9
	Sponsoring Organization Point of Contact	10
	State Coordinator	10
	Tribal Nation Programs	11
Section	5: CERT Program Requirements	. 12
	Basic Requirements of the Program	12
	Failure to Comply with CERT Program Requirements	12
Section	6: CERT Training	. 13
	CERT Training and the Community	13
	CERT Basic Training Standards	13
	CERT Training	13
Section	7: CFRT Organizations	16

	CERT Program Manager	16
	Teams in the CERT Program	16
	CERTs and the Community	17
	Preparedness, Training, and Volunteering	17
	Responding to Emergencies	17
	Credentialing of Volunteers	18
	CERT in the National Qualification System	18
Coation	Q. CERT Logal Information	10
Section	8: CERT Legal Information	тэ
	Reducing Liability in the CERT Program	19
	Legal Protection for CERT Volunteers	20
	Use of the CERT Logo.	21

Section 1: Introduction

Purpose

The Community Emergency Response Team Program Guide provides an overview of the Community Emergency Response Team (CERT) program and explains the requirements each CERT Program must meet to remain officially recognized.

Scope and Applicability

This guide establishes common terminology and approach to the structure of the CERT Program. This guide explains its benefits to the community they serve, and to outline responsibilities and requirements for CERT Programs, Program Managers, and Sponsoring Organizations.

- Section 2: The CERT Program provides an overview of the CERT Program, including the typical organizational structure of a CERT Program.
- Section 3: Establishing a CERT Program identifies high-level steps an individual may take to create an officially recognized CERT Program.
- Section 4: Sponsor Responsibilities delineates the steps Sponsoring Organizations need to take
 to ensure success for the CERT Program.
- Section 5: CERT Program Requirements discusses national requirements placed upon CERT Programs to remain officially recognized.
- Sections 6: CERT Training and Section 7: CERT Organizations describe the main aspects of a CERT Program—CERT training and teams—and how these aspects benefit the community.
- Section 8: CERT Legal Information provides a high-level overview of the legal aspects of the program, including the protection of CERT personnel and the use of the CERT logo.

Document Management and Maintenance

The FEMA Resilience, National Preparedness Directorate, Individual and Community Preparedness Division (ICPD) is responsible for the management and maintenance of this document. Comments and feedback regarding this document should be directed to ICPD at FEMA headquarters, email FEMA-prepare@fema.dhs.gov.

Use of this Document

Viewers of this program guide agree to use the contents herein for informational purposes only. The Federal Emergency Management Agency (FEMA) does not assume any responsibility in the use of this service or its contents for its accuracy, completeness, or currency, nor that such items or use of such items would not violate or infringe rights of others. In no event shall FEMA be liable for any direct, incidental, punitive, or consequential damages of any kind whatsoever with respect to these materials. FEMA expressly disclaims liability for errors and omissions in this publication. The information made available is subject to change without notice.

Section 2: The CERT Program

FEMA established the National CERT Program to address preparedness and response capabilities within communities throughout the nation. The program educates people about preparedness for hazards that may impact their area and basic disaster response skills such as fire safety, light search and rescue, and team organization. Using skills learned in classroom training and drills and exercises, CERT volunteers can help their community prepare for disasters and assist members of the community immediately after a disaster before first responders arrive on the scene.

Started in the aftermath of the 1985 Mexico City Earthquake, the CERT Program has grown in geographic location and capability. The Los Angeles Fire Department piloted the first-ever CERT Program in 1986 for earthquake response. From there, the program spread to other jurisdictions, including San Francisco, CA, and Portland, OR, and was adapted to include hurricane response. Because the program showed it could be adapted to meet the needs of different hazards, the Emergency Management Institute (EMI) at FEMA developed training for CERT volunteers in 1993. CERT has since become a national program that communities may take part in to prepare for and respond to the hazards they face.

Types of CERT Programs

Communities who elect to develop CERT may identify their program in a way that matches their location and audience. A community may identify their CERT Program or Teams as Community, Workplace, Campus, or Teen. Each of these descriptors is a useful way of immediately describing the type of CERT Program to external entities and potential participants.

Table 1 and 2 describe the various types of CERT Programs.

Although CERT Programs may identify as specific types, they do not fundamentally differ from one another. Each program must meet the same basic requirements and follow the same rules. The main idea behind the CERT Program—train individuals of the community to prepare for and respond to emergencies—also does not change. The differences among the varying types of programs remain contained in the programs' setting, audience, and response area. For additional information on CERT Program requirements, please refer to Section 4: Sponsor Responsibilities and Section 5: CERT Program Requirements.



CERT Program Commonalities

Though CERT programs may identify as different types of programs, they all still share the same requirements, rules, regulations, and common goal of training individuals in their community to prepare for and respond to emergencies.

Table 1: Types of CERT Traditional Programs

Traditional Community CERT Program	Description of the CERT Program
Train and Retain	The traditional local CERT Program sets the precedent for all other CERT Programs. The program trains volunteers to participate in durable teams for disaster preparedness and response.
Training Only	The program regularly trains community members in CERT skills but does not maintain teams for response.

Table 2: Types of Specialized CERT Programs

Specialized CERT Program	Description of the CERT Program
Workplace CERT	 The Workplace CERT Program equips employees with skills that enable them to react and effectively respond to an emergency event. The program is expected to generally limit its activities to the workplace property. Programs may conduct activities off workplace property with appropriate coordination, supervision, and permission.
Campus CERT	 The Campus CERT Program supports and enhances existing emergency management capabilities by participating in efforts to increase the preparedness and resilience of the college or university campus community. The program is expected to generally limit its activities to the college or university campus property. Programs may conduct activities off the college or university campus with appropriate coordination, supervision, and permission.
Teen CERT	 The Teen CERT Program aims to train students in emergency preparedness and basic response to ensure that they have the skills needed to protect themselves and assist others in the event of an emergency. This program can also offer students exposure to careers in emergency management or as first responders. The program is expected to generally limit its activities to the school property. Programs may conduct activities off school grounds with appropriate coordination, supervision, and permission.

CERT Program Overview

Each CERT Program contains a training component and, if desired, teams for actual response and other activities. At its most basic level, the purpose of the CERT Program is to train and organize community members so they may prepare for and respond to emergencies. The CERT Program offers training to individuals so they may learn skills to meet the needs of their community in the case of an emergency. CERTs can teach community members about preparedness and assist with mitigating potential hazards in their community. CERTs can also augment emergency management and response capabilities by assisting first responders during and after an emergency.

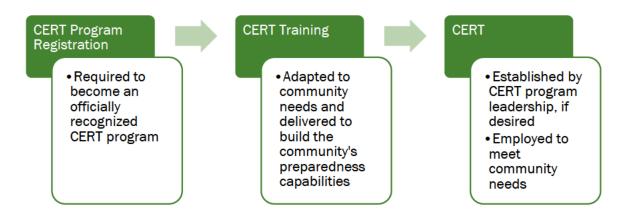


Figure 1: CERT Program Process Overview

Organization of a CERT Program

This section refers to organization for program management purposes. For program organization during exercises and mobilization, see the CERT Basic Training and Supplemental Materials available at https://community.fema.gov/PreparednessCommunity/s/welcome-to-cert?language=en US.

The structure of each CERT Program may vary due to the flexibility the National CERT Program allows for local program setup. The CERT Program should ensure its structure meets the needs of its community and is appropriate for the resources the program has available. To provide for the needs of the program and the community, the program may have an internal structure for its program leadership and a hierarchy of its components—CERT training and component CERTs.

A CERT Program should build its leadership structure to accomplish all administrative tasks required to keep the program running efficiently and meet FEMA requirements, as well as state or local rules and regulations.

A CERT Program may have multiple components. The program must deliver CERT Basic Training at least once per year; therefore, CERT training automatically exists as one component of the program. The Program Manager works with their training component to ensure there are enough instructors and participants to meet program requirements. A CERT Program may also create teams. Based on

the location and number of people who want to join CERT, a CERT Program may have one or several teams, even many types of CERTs—including Community, Workplace, Campus, and Teen. A CERT may focus solely on implementing CERT training.



Local Emergency Management and the CERT Program

Local emergency management plays an integral role in the life of a CERT Program. An emergency management agency may sponsor a CERT Program. The agencies can be a source of instructors for CERT training courses. Emergency management agencies also help carve out roles for a CERT.

To illustrate how a program may have one or more teams of different types, consider this example. If the City of Newville wants to establish a CERT Program, or already has a program, it may offer CERT Basic Training in one location, and maintain CERTs for response in each ward, borough, or neighborhood of the city. Each of the CERTs can have unique leadership structures and even Sponsoring Organization. If a high school within the City of Newville has or would like to establish a CERT, a Teen CERT could be an independent program sponsored by the school. Or as another option, the school and city could establish the Teen CERT as a part of the overall city program. For program organization during exercises and mobilization, see the CERT Basic Training and Supplemental Materials available at https://community.fema.gov/PreparednessCommunity/s/welcome-to-cert?language=en US.

This arrangement could apply to a city, county, Fire Protection District, or even group of cities and counties where one government body is the managing and coordinating organization for area CERTs.

The Program Manager works with CERT Team Leaders to ensure the goal of the team aligns with the program goal(s) and to facilitate coordination between the team and local emergency managers or first responders.

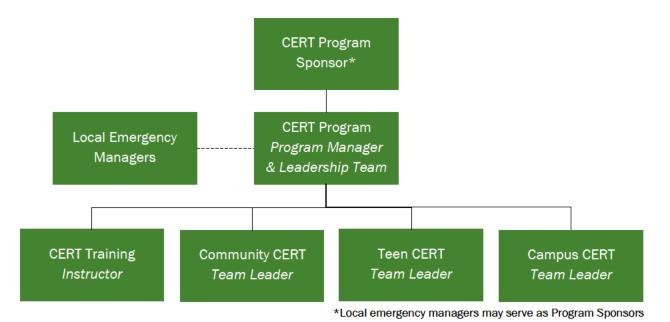


Figure 2: Example of a CERT Program Hierarchy

Section 3: Establishing a CERT Program

To establish a CERT Program, pioneering individuals should take multiple planning steps, including developing program goals and interacting with pertinent stakeholders within the community. It is important to use local officials as an asset throughout the process; their sponsorship is not only required for CERT registration and success of the program, but they have a vested interest in the safety and preparedness of the community as well. The steps to establish a CERT Program are outlined in the *Starting a CERT* publication available at

https://community.fema.gov/PreparednessCommunity/s/welcome-to-cert?language=en_US.

Becoming an Officially Recognized CERT Program

The National CERT Program has laid out an eight-step process that individuals seeking to start a CERT Program in their community should execute. Individuals may adapt these steps to their local needs.

- 1. Identify a Sponsoring Organization and build partnerships
- 2. Develop a set of goals and objectives
- 3. Secure resources
- 4. Develop a training plan
- 5. Market and recruit CERT participants
- 6. Deliver CERT training
- 7. Establish a CERT
- 8. Track and evaluate your program

Individuals considering establishing a CERT Program should conduct research to see if a CERT Program already exists in their community. If one exists, those trying to establish the CERT Program should talk with the Program Manager and determine if they should create a CERT as a component of the program or establish another stand-alone program. The individuals may identify their team as a Community, Workplace, Campus, or Teen CERT.

Once a CERT Program has identified a Program Manager and their Sponsoring Organization point of contact, the Program Manager should register their CERT Program to become officially recognized. The program must register online at the FEMA registration portal at https://community.fema.gov/register.

The Program Manager and the Sponsoring Organization point of contact should read this Program Guide and Starting a CERT prior to registering. All CERT Programs must follow the same basic requirement for program registration using the online portal.

The CERT State Coordinator reviews all program applications. The Program Manager should work with their Sponsoring Organization to identify and reach out to their CERT State Coordinator if they have any questions related to registering.

For more information on starting a CERT Program, including identifying a sponsor and funding, refer to Starting a CERT: Guidelines and Recommendations at ready.gov/cert. Each type of CERT Program has its own respective guide.



Approving CERT Program Registration

When deciding whether to approve an application from a prospective CERT program, State CERT Coordinators consider whether the sponsoring agency can supply the personnel and resources to support the program. This includes the ability to support annual training and drills.

Section 4: Sponsoring Organizations and the CERT State Coordinator

The Sponsoring Organization helps to increase their community's preparedness by supporting a CERT Program. Sponsoring Organizations support many CERT Program functions and add to the CERT Program's credibility.

Responsibilities of a CERT Sponsoring Organization

CERT Sponsoring Organizations have many responsibilities that help their associated CERT Programs stay active and engaged, helping the program meet FEMA's requirements and serve their communities. Sponsors must take an active role in the training component of the program, at the very least by supervising the quality of instruction and exercises being delivered. Sponsors should make sure that all volunteers and instructors meet training standards. They should assist with credentialing instructors and volunteers by helping with recruitment, screening, background checks (if required), acceptance, supervision, termination of volunteers, and ensuring that personnel information is kept confidential. It is recommended that CERT sponsors help develop supplemental training materials to address local hazards, potential volunteer personnel needs, and unique events.

Sponsors should also take part in shaping and monitoring CERTs. They should make sure that CERT volunteers take part in drills and exercises, such as those that allow volunteers to train with full-time responders from the sponsor. Sponsors handle the activation, staging, deployment, and operational activities of their teams. They must develop policies, procedures, and documentation practices to support these activities. CERT Sponsoring organizations should assist their programs with raising funds, this could include allowing various fundraises by the program itself, providing funds or facilities, and assisting in applying for grants.

Sponsoring a CERT Program

Individuals or non-governmental groups within communities need to identify a CERT Sponsoring Organization to establish a CERT Program. A Sponsoring Organization helps support many CERT Program functions and adds to its credibility. The following organizations may provide sponsorship for a CERT Program:

- State, regional, local, territorial, commonwealth, unincorporated or tribal government-operated public safety agencies, including those responsible for law enforcement, fire suppression, and emergency medical services;
- State, regional, local, tribal, or territorial emergency management agencies;
- Departments under the authority of local, municipal, or tribal governments, including health departments, fire protection districts, regional planning districts, and city councils. Nonemergency service agencies and offices may sponsor CERT Programs, but must enable coordination with emergency services for training, mobilization, and supervision as needed; and

• Elected officials or their offices and other government organizations, if they ensure the program can interface with emergency service organizations.

Frequently, one of the above governmental organizations is the entity seeking to organize a CERT Program. In this case, the Program Manager and Sponsoring Organization point of contact may be the same person.

Sponsoring Organization Point of Contact

While the Sponsoring Organization may be the office of the mayor, fire department, or other government body, it is not typical that the mayor or fire chief is the point of contact (POC) for the CERT Program Manager. The Sponsoring Organization must provide a POC for the Program Manager, and the FEMA CERT Program listing. This POC:

- Should be the interface for the Program Manager with the Sponsoring Organization;
- Assists the Program Manager with integrating CERT into operations;
- Helps coordinate and provide resources and facilities;
- Keeps the Sponsoring Organization officer (e.g., mayor, chief) informed about CERT Program status; and
- Communicates with State CERT Coordinator and other state, local, tribal, territorial officers as needed (i.e., State Training Officer).

State Coordinator

Each state or territory should have a person or persons acting to support and coordinate CERT within their state. This support includes assisting local programs and sponsors in resolving questions of credentialing, liability training (see Section 8), interoperability, and other state requirements for volunteers and disaster workers. The State Coordinator is an essential part of CERT success and should assist CERTs and Sponsors in applying for funding, including applying for grants. Each State Coordinator may review, edit, and approve or disapprove CERT Program listings for their state in FEMA's CERT Registration Site.

State Coordinators play a vital role in the approval and maintenance of CERT Programs and are the final authority in each state or territory to approve CERT Programs. They should use the following process to review and approve or disapprove CERT Programs:

- 1. Upon receiving notification of an application, the State Coordinator should review the application.
- 2. The State Coordinator contacts the Sponsoring Organization POC listed in the application to ensure that the prospective Sponsoring Organization is aware of the program application, that the basic CERT program requirements are met, and to confirm the duties and responsibilities of a Sponsoring Organization.
- 3. The Coordinator contacts the prospective CERT Program manager and ensures the program is aware of the program requirements and the duties and responsibilities of the Program Manager.

4. If satisfied that both Program and Sponsoring Organization are ready and able to undertake the operation of a successful CERT Program in accordance with FEMA, state, and local requirements, the State Coordinator approves the program listing in the system, which will then be accepted by FEMA.

State Coordinators should help CERTs maintain their programs successfully and monitor those assigned programs. State Coordinators have system rights to approve, deny, review, edit, and delete program listings within their respective states or territories.

State coordinators are usually part of a state office of emergency management, in the section that works with volunteers.

Tribal Nation Programs

CERT Programs operated by Tribal Nations may choose to operate in coordination with, and as part of, the state or territory in which their borders lie, or may operate independently of those states or territories at their sole discretion. In such cases, FEMA regional or headquarters staff will act as the program approval authority within the system.

Section 5: CERT Program Requirements

To maintain official recognition, a CERT Program must meet all requirements as identified by the National CERT Program. These requirements ensure that the local programs remain active and keep up to date with new training. A CERT Sponsoring Organization will assist its associated CERT Program in meeting program requirements by carrying out responsibilities that help the program continue its mission.

Basic Requirements of the Program

Maintaining official recognition as a registered CERT Program requires the program to meet certain requirements throughout the lifetime of the program. All CERT Programs have the same three basic requirements they must meet. **Table** outlines the requirements of the CERT Program.

Table 3: Requirements of the CERT Program

Requirement	Requirement Description
Drills and Exercises	Take part in a drill or exercise once per year
CERT Basic Training	Deliver CERT Basic Training once per year, including the culminating exercise
Programmatic Information	 Complete the online CERT Annual Certification once per year in the FEMA CERT Registration Site: https://community.fema.gov/PreparednessCommunity/s/welcometo-cert Verify Program Manager and sponsor information once per year in the portal Update team registration information once per year in the portal

Failure to Comply with CERT Program Requirements

Violations of these requirements will result in the notification to the State CERT Coordinator and the possible removal of a program from the National CERT Registry. CERT Program Managers should reach out to both the State CERT Coordinator and their Sponsoring Organization to create a plan that will allow them to continue their program if it is determined that they may fail to comply with one of the above requirements.

Section 6: CERT Training

CERT training is essential to the development of a CERT Program and helps build a prepared community. The CERT Program is first and foremost a program that educates local communities on preparedness and response to the local hazards they may face. CERT training goes beyond basic lectures, allowing volunteers to put their preparedness to the test during training exercises within their community.

CERT Training and the Community

CERT training not only benefits those who directly volunteer in the program but also individuals in the community. Participants learn lifesaving skills, fulfill community service requirements, give back to the community, develop leadership skills, and help make their community safer. The training supports individual awareness of what to do before, during, and after an emergency. It provides skills and organization for individuals to safely assist in the immediate aftermath of a disaster when professional responders may be delayed or limited.

CERT Basic Training Standards

Local CERT Program leadership, States, and Sponsoring Organizations are jointly responsible for ensuring that CERT Basic Training is delivered to volunteers in in a way that achieves the objectives identified in the CERT Basic Training Instructor Guide, which is available for download at ready.gov/cert. Many CERT trainers are credentialed through state-sponsored deliveries of CERT Train the Trainer. FEMA sets nationwide minimum curriculum standards.

State Coordinators supervise the delivery of CERT Basic Training within their state, ensuring that it is delivered to those standards, and are responsible for supervising local deliveries in coordination with sponsoring organizations. State Coordinators may authorize blended learning or other non-traditional delivery methods for CERT Basic Training as well as traditional classroom-based deliveries within their state, as long as the training achieves all objectives identified in CERT Basic Training. It must include live completion of all hands-on skills, as well as participation in a culminating exercise under the supervision of the program and sponsoring organization. Completion of the FEMA independent study course, IS-317: Introduction to CERT, and IS-315: CERT and the Incident Command System are not acceptable substitutes for CERT Basic Training or a portion of it.

CERT Training

The National CERT Program developed a standard curriculum for CERT Programs to use when delivering training. The curriculum consists of CERT Basic Training, CERT Program Manager, and CERT Train the Trainer. All volunteers who want to participate in a CERT Program should take CERT Basic Training. Any prospective or current Program Manager should take the CERT Program Manager course. Lastly, individuals who want to become a CERT instructor must take CERT Train the Trainer.

Table describes the purpose of each training course in the CERT curriculum.

Table 4: CERT Training Courses

CERT Training Course	Training Course Description
CERT Basic Training	 This foundational course is delivered to all CERT Volunteers nationwide.
E/L/G/K0427: CERT Program Manager	This course focuses on teaching individuals to effectively manage CERT Programs.
E/L/G/K0428: CERT Train the Trainer	This course focuses on teaching individuals how to facilitate the CERT Basic Training course.
E0429: CERT Leaders Course	 This course combines CERT Train the Trainer and CERT Program Manager into a single unified course, covering the same materials as Train the Trainer and Program Manager, delivered at the Emergency Management Institute only. Recommended for all CERT Leaders who might take Train the Trainer or Program Manager courses.
IS-317: Introduction to CERT	This independent study course, available at https://training.fema.gov , introduces all audiences to the Community Emergency Response Team Program. It provides a basic orientation to CERT, including how CERTs can serve communities, and what CERT volunteers may be called upon to do when activated.
IS-315: CERT and the Incident Command System	 This independent study course, available at https://training.fema.gov, provides a basic guide to utilizing CERT and volunteers within the framework of ICS. Recommended for all CERT Leaders, as well as responders and emergency managers who utilize CERTs and other volunteers in training or response. Prerequisite: IS-100, The Incident Command System, available at https://training.fema.gov.

The National CERT Program acknowledges that local CERT Programs have specific community needs and allows programs to tailor the training to reflect those needs. When CERT Programs establish their program, they should devise a training plan that includes ways to tailor the training. CERT Basic training must be taught in full. However, instructors may tailor activities within the training course to reflect hazards that are relevant to the participants' community. Instructors may also add anecdotes to the training to enhance the relatability of the content for participants.

If necessary, Program Managers or Team Leaders may add supplemental materials as a mandatory aspect of their training curriculum that individuals must complete to join the CERT Program or a team. Acceptable supplementary materials include those provided by FEMA; the National CERT Program; federal, state, and local officials, or other reputable sources such as the American Red Cross or American Heart Association. Please note that CERT Programs are not authorized to remove components from the CERT Basic Training Course.



Tailoring CERT Training

It is allowable to include additional material in CERT Basic Training and the training curriculum when it is from reputable sources, such as, but not limited to:

- Federal, state, and local emergency management, emergency response, or health agencies
- Reputable health education and disaster relief organizations, such as the American Heart Association and the American Red Cross
- Non-profit organizations and professional associations in good standing, such as the American Public Power Association, Society for Disaster Medicine and Public Health, and the American Psychiatric Association
- Employees of the sponsoring agency with expertise related to the supplemental materials, such as fire department officials developing lesson plans on fire suppression.

Section 7: CERT Organizations

As mentioned in Section 2, the structure of each CERT Program may vary to ensure it meets the needs of its community and is appropriate for the resources the program has available. A community may have multiple CERTs, including a large community CERT and more specific Campus, Workplace, and Teen CERTs. Each of these component CERTs focus on the preparedness needs of their unique audience, which can make consistent training difficult. By organizing all the CERTs into one CERT Program, it enables the CERT Program to focus training efforts in a comprehensive and targeted fashion.

CERT Program Manager

All CERT Programs must have a Program Manager. The CERT Program Manager maintains the program listing and takes the CERT Annual Certification. The Program Manager is generally responsible for day-to-day operations. The Program Manager interacts with the program's components, Sponsoring Organization, and local emergency managers to make the program run effectively. This position ensures the CERT Sponsoring Organization has awareness of the direction of the program and may provide input. The Program Manager also works with local emergency managers to identify potential instructors for CERT training and determine how the CERT Program, and component CERTs can benefit the community and build local response capacity. The program may establish bylaws that identify a leadership hierarchy within the program (e.g., president, vice president, secretary, and treasurer).

Teams in the CERT Program

A CERT is a component of a larger CERT Program. The CERT Program has the flexibility to adjust the team to align with the local community's needs. A CERT may consist of administrative personnel, including the Program Manager working to efficiently operate the program. The team may also contain volunteers who work with the community on preparedness and response efforts.

It is important to note that not every CERT Program will have a team if for example they only train community members, there is no need for a response team. In some instances, a CERT Program may have multiple teams. Not every CERT Program may desire to create teams. Program leadership and the Program Manager should determine if the program needs a team and if they have the resources to establish one. Refer to the example provided in Section 2.



Recruiting Volunteers for a CERT

If the CERT program decides to establish a team, it needs to recruit volunteers. A good way to recruit personnel into a CERT is by approaching participants who recently completed CERT Basic Training. Participants are typically eager to use the skills they learned during training and may envision joining a CERT as an outlet.

CERTs and the Community

A CERT can be an asset to the community in both emergency and non-emergency situations. The team may act as first responders when called upon, or they may focus on helping community members prepare for an emergency. A team's mission is adaptable to community needs. The CERT Program will need to work with the team as well as local emergency managers to determine its mission and how the team can best benefit the community.

Preparedness, Training, and Volunteering

A CERT may take part as an active and vital part of its community's preparedness capability. Teams can help community members prepare for emergencies, train individuals on specific preparedness actions, and volunteer their services to assist local emergency management agencies.



Example of CERT Actions

Preparedness Actions: Installing fire alarms for low-income residents or identifying potential hazards for neighborhood.

Training: Conducting outreach to residents and advertising CERT Basic Training or providing presentation on emergency preparedness to community groups.

Volunteer Activities: Managing traffic at a parade or staffing the medical aid booth at a fair.

Responding to Emergencies

CERT volunteers may help supplement response agencies' staff. For instance, CERT volunteers may help with emergency shelter operations, volunteer management centers, and disaster assessments. Assisting first responders during and after disasters may help relieve some of the stress exerted on emergency systems. In certain circumstances, CERT volunteers may be the first to arrive on scene, in such cases as friends and neighbors, and conduct basic disaster response operations until professional first responders arrive. CERT volunteers can and should act within the scope of their training as Good Samaritans when situations arise in the course of daily life but are prohibited from self-deploying to emergencies. Only Sponsoring Organizations shall deploy CERTs.



Operating the CERT Within Designated Boundaries

The Program Manager and Team Leader should always meet with local emergency managers to discuss how the team may assist first responders during and after emergencies before they execute their mission. CERT volunteers learn a variety of skills, but they are not professional responders and should not act beyond their training. CERT volunteers' safety should always be the first priority.

CERTs must rely on their Sponsoring Organization and local emergency management agencies to deploy. CERTs must also work with the Sponsoring Organization and local emergency agencies to operate outside of their intended setting. Teen, Campus, and Workplace CERTs are usually expected to work within their respective properties but with specific agreements that may be activated to work with neighboring communities.

Credentialing of Volunteers

CERT Sponsoring Organizations and State CERT Coordinators may authorize or require credentialing and background checks of CERT volunteers in accordance with state or local laws and policy. CERT Sponsoring Organizations and State Coordinators must reasonably assist programs and volunteers with completion of credentialing and background checks if required. FEMA does not credential or complete background checks on volunteers and does not establish a uniform standard for CERT volunteers. FEMA does not track local credentials, training events, Basic Training Certificates, or other local documents. FEMA only maintains graduation records of FEMA-sponsored training delivered through the Emergency Management Institute. You may request your training records by visiting https://training.fema.gov. FEMA does not track state or locally delivered Train the Trainer or Program Manager courses.

CERT in the National Qualification System

Three CERT positions (CERT Team Leader, CERT Section Chief, and CERT Volunteer) have been added to the National Qualification System (NQS). NQS supplements the Resource Management component of the National Incident Management System (NIMS) by establishing guidance and tools to assist stakeholders in developing processes for qualifying, certifying, and credentialing deployable emergency personnel. These three positions each have a Job Task Position Qualifications (JTPQs) and Position Task Book (PTB) that establish the baseline criteria to be considered a deployable resource in NQS. NQS does not replace existing personnel qualification and certification systems and is only applicable to CERTs that want to be part of NQS. More information on NQS and the CERT JTPQs and PTBs can be found by visiting www.fema.gov/emergency-managers/nims/components#ngs.

Section 8: CERT Legal Information

CERT Programs have an innate liability perception that may act as a barrier to CERT formation; however, programs can take steps to reduce liability. The Program Manager can work with their internal team, sponsors, and community leaders to limit liability for those in the program, CERT training, and CERTs.

Reducing Liability in the CERT Program

All CERT Programs share the potential to offer substantial benefits to their Sponsoring Organizations, their communities, and their volunteers. As with any activity, however, there is risk. Although not common in CERT Program activities, bodily injuries, illnesses, property damage, and other harmful events can result in adverse consequences for the sponsoring agency or organization, the CERT, or the CERT volunteer, trainers, leaders, and affiliates. CERT Programs can best address liability protection by adopting risk management procedures that include, but are not limited to, using the protection provided by the law and by available insurance.

Outside of the realm of legal and insurance protection, CERTs should follow these five steps to managing risk in their program and reduce liabilities:

- 1. Get leadership support
- 2. Gather information
- 3. Identify and assess risk
- 4. Adopt strategies to manage risk
- 5. Maintain the momentum

Workplace, Campus, and Teen CERT Programs should consult with their legal counsel to explore ways to reduce risk and liability. The programs should think through potential risks and liability considerations and how they can address them.

A CERT Program should also think about ways to reduce liability in CERT training, drills and exercises, and on CERTs. Again, if the program has legal counsel, they should seek guidance on how to reduce risk and how to address liability issues.

CERT Training

- Have all training participants sign waivers/releases of liability.
- Ensure that instructors are properly credentialed for the training courses they facilitate.
- Set training standards and safety requirements for training.

CERT Drills and Exercises

- Provide a pre-exercise briefing that includes the objectives.
- Treat all drills, functional exercises, and full-scale exercises as the real thing.
- Stress teamwork, safety equipment, and the use of the buddy system.
- Intervene immediately if an unsafe act occurs.

CERT

- Develop rules for activation.
- Require that injuries and follow-up care related to activation are reported and documented.
- Check all equipment to make sure it is in good working order.

Figure 3: Example of Ways to Reduce Risk

For more information on reducing liability in the CERT Program, please refer to the <u>CERT Liability</u> <u>Guide: A Risk Management Overview for Local CERT Programs</u>. Program Sponsoring Organizations and State Coordinators must work together to provide solutions to insurance and liability issues for the CERT Programs within their jurisdictions. These questions cannot typically be solved at the program level and can frustrate local sponsors. Insurance and liability issues have been effectively addressed where state, local, tribal, and territorial governments work together to provide solutions for programs and Sponsoring Organizations.

Legal Protection for CERT Volunteers

Specific types of laws provide liability protection to volunteers in CERTs that assist in emergencies. Protection under these laws varies and follow specific criteria described in the state's stature:

- Good Samaritan laws: These laws are specifically designed to protect people from punishment if
 their actions are determined to be a result of giving reasonable assistance to someone believed
 to be in immediate danger, injured, or ill in some way.
- Emergency management and homeland security laws: State emergency management and homeland security statutes may provide limited immunity from liability to individual CERT volunteers who are working as registered emergency or disaster workers. These laws sometimes provide indemnity as well.

In most states, protective laws have been adopted over many years to address then-current needs. Volunteer liability protection takes two basic forms: immunity (legal exemption of the volunteer from liability) and indemnity (payment of the volunteer's costs arising from a liability claim—such as attorney's fees, judgments, and settlements). CERT Programs should work with their legal counsel, if applicable, to understand which laws offer protection in their localities.

Use of the CERT Logo

CERTs may customize the CERT logo to meet local needs. The use of the logo will strengthen the CERT brand and increase public awareness. More information about logo use may be found in the <u>CERT Logo Usage Guidelines</u>. Guidance on the use of the CERT logo by product manufacturers may be found by contacting <u>FEMA-prepare@fema.dhs.gov</u>.

Item # 7.



STAFF REPORT

Meeting Type: City Council

Meeting Date: October 6, 2025

From: Tyler Wallace, Finance Director

Subject: PUBLIC HEARING: Resolution 2025-35 - Supplemental Budget for Biennium

2025-2027

DECISION TO BE MADE:

Whether to adopt a supplemental budget for the City of Sandy for BN 2025-2027.

APPLICABLE COUNCIL GOAL:

Goal 4.4: Identify funding and procure alternative fuel vehicles

BACKGROUND / CONTEXT:

Local Budget Law allows for changes to be made to the budget after adoption in certain circumstances, specifically when conditions or situations arise that were unknown at the time the budget was adopted.

Changes that are less than 10% of the total fund can be adopted via resolution at a regularly scheduled Council meeting. Changes that are over 10% of the total fund require a public hearing. The changes for the General Fund are greater than 10%, necessitating a public hearing. The required notice was given for the public hearing.

These changes are purely housekeeping in nature and do not deviate from any prior policy decisions.

KEY CONSIDERATIONS / ANALYSIS:

The City of Sandy anticipated purchasing three electric powered buses toward the end of the 2023-2025 biennium. The funding source for the purchase was to be Federal grants. The grant revenue and the purchase of the buses were included in the 2023-2025 Transit Fund budget. The funding and the purchase were delayed due to circumstances beyond the control of the City. Due to the timing of the delay, they were not included in the adopted BN 2025-2027 budget.

This proposed supplemental budget makes the necessary housekeeping adjustments to increase Transit grant revenue and capital outlay in the current budget, each by \$3,000,000.

BUDGET IMPACT:

No material impact. This proposed supplemental budget moves budgeted revenue and expense in the Transit Fund from BN 2023-2025 to BN 2025-2027.

RECOMMENDATION:

Staff recommends adopting Resolution 2025-35 to remain compliant with Oregon Budget Law and appropriately reflect the budget for the 2025-2027 biennium.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2025-35."

LIST OF ATTACHMENTS / EXHIBITS:

• Resolution 2025-35



RESOLUTION NO. 2025-35

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE CITY OF SANDY FOR BIENNIUM 2025-2027

WHEREAS, the City of Sandy has adopted a biennial budget for the period July 1, 2025 to June 30, 2027. Local Budget Law (ORS Chapter 294) allows for changes to the adopted budget via supplemental budget in certain cases; and

WHEREAS, ORS 294-473 allows the governing body to adopt a supplemental budget at a regularly scheduled Council meeting. Because the changes are greater than 10% of the current adopted fund total, a public hearing and notice are required; and

WHEREAS, the City provided notice of a public hearing on September 24, 2025; and

WHEREAS, the City of Sandy anticipated and budgeted to purchase three electric powered busses in 2023-2025. The City budgeted to receive Federal grant funds for the purchase of these busses.; and

WHEREAS, the purchase and the grant funding was delayed until 2025-2027. Because the purchase and the grant revenue was budgeted and expected in 2023-2025, it was not included in the 2025-2027 budget; and

WHEREAS, adjustments to the 2025-2027 budget are needed, adding \$3,000,000 to budgeted grant fund revenue in the Transit Capital Department, and adding \$3,000,000 to appropriations in the Transit Capital Department for the purchase of the busses.

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

Section 1: The following departments of the Transit Fund are amended as follows:

Fund / Department	Adopted	Revised	Change
Transit			
Capital – Resources	1,315,000	4,315,000	3,000,000
Capital – Requirements	1,475,000	4,475,000	3,000,000

This resolution is adopted by the City Council of the City of Sandy this 6th day of October, 2025.	
Kathleen Walker, Mayor	

140.	_	44	7
Itei	n	#	/

ATTEST:		

Item # 8.



STAFF REPORT

Meeting Type: City Council

Meeting Date: October 6, 2025

From: AJ Thorne, Public Works Director

Subject: Contract Approval: Alder Creek Water Treatment Plant Electrical Upgrades

DECISION TO BE MADE:

Whether to authorize the City Manager to execute a procurement contract for the purchase of a Switchboard, Standby Generator, and Automatic Transfer Switches as part of the Alder Creek Water Treatment Plant Upgrade project.

APPLICABLE COUNCIL GOAL:

• Goal 7.1: Complete Alder Creek Water Treatment Plant Improvements.

BACKGROUND / CONTEXT:

As part of the Water System Master Plan Update completed by Consor, which was approved by the Oregon Health Authority (OHA) and adopted by the City in November 2022, the City selected Stantec as the Program Manager for its Sandy Drinking Water Reinvestment Program (SDWRP) in the spring of 2023. After consulting with the City, it was determined that stabilizing the Alder Creek Water Treatment Plant (WTP) was an immediate and critical need to ensure reliability. To stabilize the plant's production reliability, required upgrades include upgrading the Raw Water Pump Station and constructing new building infrastructure containing new membrane filtration equipment, support facilities, and a new Finished Water Pump Station.

These upgrades to the Alder Creek WTP improvements are occurring concurrently with the Portland to Sandy Water Filtration Plant Transmission System project, which will provide a secure connection to the Bull Run Supply at the Bull Run Filtration Facility. The combination of project schedules that are outside of Sandy's control and the date of required compliance with the Bilateral Compliance Agreement, it is critical that the Alder Creek WTP upgrades remain on schedule to provide Sandy with it's maximum available water from this source. The connection to the Bull Run Filtration Facility and the upgrades to the Alder Creek WTP will provide the City with two reliable sources to secure supply for the near-term future (year 2040) expected treated water demand.

Equipment Lead Time Challenges

Recently, certain electrical equipment has had consistently high lead times, generally over 6 months. In order to mesh all the required design and bid schedules, pre-ordering some equipment can be a sensible solution. Because the Alder Creek WTP improvements are critical, the project management

team determined it was best for the City to buy the electrical equipment directly to keep the project d_{H} schedule, instead of waiting for the design to be finished.

KEY CONSIDERATIONS / ANALYSIS:

Three firms responded to the City's request for bids for this electrical equipment. The bids were reviewed by the Public Works Director to confirm bid requirements were met and the lowest apparent bid.

\$345,491 includes the cost items for furnishing and delivering one switchboard, One standby generator, and one automatic transfer switch cost breakdown detailed in **Table 1**.

Table 1: Farnham Electric Bid

Item	Description	Total Cost
1	Switchboard(28 weeks)	\$35,055.00
2	Standby-Generator(31 weeks)	\$287,045.00
3	Automatic Transfer Switches(21 weeks)	\$23,391.00
Total		\$345,491.00

The lowest apparent bidder, Farnham Electric, has reviewed and approved the procurement contract. Legal counsel for the City of Sandy has reviewed and approved the invitation to bid prior to issuance, the selection. The notification of intent to award was published publicly on September 17, 2025.

BUDGET IMPACT:

Funds for the electrical pre-procurement are identified in the water capital appropriations for the BN 2023-25 budget and will be financed from the City's Water Fund account and reimbursed through the Special Public Works Fund loan #B24004.

RECOMMENDATION:

Authorize the City Manager to execute contracts with Farnham Electirc, for a maximum total fee of \$345,491.00.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute an electrical pre-procurement contract for the Alder Creek Water Treatment upgrades with Farnham Electric, for a maximum total fee of \$345,491."

LIST OF ATTACHMENTS / EXHIBITS:

- Farnham Electric Proposal
- Contract Documents

BID FORM FOR PROCUREMENT OF ELECTRICAL EQUIPMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Bids shall be submitted electronically, or hand delivered to AJ Thorne, Public Works Director, City of Sandy. The subject of the email should be titled: "Alder Creek WTP Electrical Equipment Procurement".

AJ Thorne, PE
Public Works Director – City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055
ajthorne@ci.sandy.or.us

Bid is to be submitted

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2-BASIS OF BID

2.01 Lump Sum Bids

- A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):
 - 1. Lump Sum Bid Price

Item No.	Description	Item Total
1	Switchboard	\$ 35,055
2	Standby-Generator	\$ 287,045.00
3	Automatic Transfer Switches	\$ 23,391.00

B. Bidder may elect to bid on select items or every item. Bidder shall clearly state "NO BID" for any items not bid.

2.02 Total Bid Price

A. The following Total Bid Price is the sum of the Lump Sum Bid Price from Paragraph 2.01.

Total Bid Price	\$ 345,491
-----------------	------------

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4-ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
 - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	8/14/2025
2	8/20/202
2	8/20/20

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
 - A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
- 7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 Bidder's Certifications

A. Bidder certifies that:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:
Bidder:
Farnham Electric
(typed or printed name of organization)
By: (individual's signature)
Date: 9/9/2025
(date signed)
Name: Ken Rosenberry (typed or printed)
Title: Project Manager / Estimator
(typed or printed)
(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:(individual's signature)
Title:
(typed or printed)
Address for giving notices:
1050 NF Lafayote Ave
POBOX 7
McMunulle OR 97128
Designated Representative:
Name: Ken Rosenberry
(typed or printed)
Title: Est. Marker (typed or printed)
Address:
Phone: 503-472-2186
Email: Kenny @ Sanhan Electric Com
License No.: CCB 80 593
Classification: Residential Commercial General Contractor
Limitation:

Proposal

To: City of Sandy, Public Works Director	Attn: AJ Thorne
Date: 09/09/2025	Budget Proposal #:KR0217.1
Project: Alder Creek WTP Electrical Equipment Procurement	Prepared by Kenny Rosenberry Cell #971-701-1028 CCB# 80593

We hereby propose to furnish all labor, material, necessary to provide for the installation below in accordance with the following specifications and subject to the conditions stated within this proposal:

Inclusions

- Bid to the drawings and specifications released with the RFB.
- Addenda 1 and 2 acknowledged.
- Early procurement pricing for MSB-D100 (Metering Switchboard), GEN-D100 (750 KW Generator) and ATS-D100 (Automatic Transfer Switch) per Addenda #1.
- All equipment will be delivered directly to the customer.
- Includes Generator start up, testing, and commissioning services.
- Owner training.

Exclusions

- Excludes permits
- Excludes installation of equipment.
- Excludes equipment and labor to offload upon delivery. Customer will be responsible for offloading.
- Excludes storing equipment.
- Excludes Fuel.
- Generator Pad.

Clarifications

 Farnham reserves the right to increase the pricing quote herein to account for the force majeure events, the imposition of new or increased tariffs, import/export fees, duties, customs, taxes, currency fluctuations or an increase in commodity or market pricing.

Lead Times

- Generator (31 weeks)
- Automatic Transfer Switch (21 weeks)
- MSB-D100 (28 weeks)

Switchboard	\$35,055.00
Standby-Generator	\$287,045.00
Automatic Transfer Switch	\$23,391.00

Base Bid Total Pricing \$345,491.00

Farnham Electric Proposal NAIder Crast WATTS Electrical Equip.

Item # 8.

- 1. WIRING STANDARD: All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.
- 2. SCOPE OF WORK: Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.
- 3. LIGHTING FIXTURES: Unless specifically included in the electrical drawings and the electrical section of the specifications or specifically stated in this proposal, the furnishings and installing of electrical lighting fixtures and lamps are not included in this proposal.
- 4. ADDITIONAL WORK OR CHANGES: Additional work or changes may be ordered in writing by the customer at any time, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.
- **5. WRITTEN CHANGE ORDERS:** The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes.
- **6. PAYMENTS FOR ADDITIONAL WORK OR CHANGE ORDERS:** Payments for additional work and changes shall be made under the same terms and conditions as are embodied in the original contract.
- 7. **CONTRACT PAYMENTS:** The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.
- **8. UNAVOIDABLE INTERRUPTIONS:** It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond his control.
- 9. CHARGES TO THE ELECTRICAL CONTRACTOR: The electrical contractor shall not be liable for any drywall repair and painting required due to nature of installation, charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office or storage space, etc., unless specifically so stated in this proposal.
- **10. LIQUIDATED DAMAGES:** The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.
- 11. TRANSFER OF TITLE: If the customer disposes of real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within 48 hours after date of such disposal.
- **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and Judgement upon the award rendered may be entered in any Court having jurisdiction thereof. Monetary damage awards shall include appropriate interest, and reasonable attorney's fees may be awarded to the prevailing party.
- **DEFAULT:** In case of default, reasonable attorney's fees and/or other collection costs incurred by the other party will be paid by the defaulting party in addition to other amounts due.

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

TABLE OF CONTENTS

		Page
Article 1	— Procurement Contract	1
1.01	Goods and Special Services	1
1.02	The Project	1
1.03	Engineer	1
1.04	Point of Destination	1
Article 2-	— Procurement Contract Times	2
2.01	Time of the Essence	2
2.02	Schedule of Procurement Contract Times	2
2.03	Shop Drawings and Samples	2
2.04	Liquidated Damages	2
Article 3-	— Procurement Contract Price	3
3.01	Procurement Contract Price and Total Price Error! Bookmark not de	efined.
3.02	Procurement Contract Price and Total Price—Based on Attached Bid	3
Article 4	— Payment Procedures	3
4.01	Submittal and Processing of Applications for Payment	3
4.02	Progress Payments; Final Payment	3
4.03	Interest	4
Article 5	Assignment of Procurement Contract	4
5.01	Assignment of Contract	4
Article 6-	Procurement Contract Documents	4
6.01	List of Procurement Contract Documents	4
Article 7	Seller's Representations and Certifications	5
7.01	Seller's Representations	5
7.02	Seller's Certifications	6
Article 8-	— Confidentiality	6
8.01	Confidential Information	6
8.02	Disclosure of Confidential Information	7

Item # 8.

Farnham Electric Contract Documents

8.03	Waiver of Immunity	
Article 9	— Mutual Waiver	7
9.01	Mutual Waiver of Consequential Damages	-
Exhibit A	— Assignment of Procurement Contract, Consent to Assignment, and Acceptance of ent	
•	— Surety's Consent to Assignment	

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **City of Sandy** ("Buyer") and **Farnham Electric** ("Seller") for **ALDER CREEK WATER TREATMENT PLANT IMPROVEMENTS – ELECTRICAL PRE-PROCUREMENT** ("Procurement Contract").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: The City of Sandy requests Bids for the procurement of a switchboard, an automatic transfer switch, and standby generator for the Alder Creek Water Treatment Plant (ACWTP) Improvements Project.

1.02 The Project

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Upgrading and improving the infrastructure at ACWTP.

1.03 Engineer

A. Buyer has retained **Keller Associates** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 Point of Destination

A. The Point of Destination is designated as: Alder Creek Water Treatment Plant, which contains no known address, but is accessible from a private gravel road in between Whiskey Creek Rd. and E. Terra Fern Drive 7 miles east of Sandy, OR. Coordinate with City for details prior to delivery.

1.05 Project Funding

A. This project was funded in part with a financial award from the Special Public Works fund, funded by the Oregon State Lottery and administered by the Oregon Infrastructure Finance Authority.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes	
Submit Shop Drawings	30 days after Executed		
	Agreement		
Shop drawing Resubmittal	60 days after Executed		
	Agreement		
Doliver acceptable Coads to Boint	480 days after	Delivery may be made in	
Deliver acceptable Goods to Point of Destination	Executed Agreement	the 15-day period	
of Destination		before delivery date	
Readiness for Final Inspection and		Following installation by	
Acceptance of Goods and Special		Contractor according to	
Services Services		their schedule (yet to be	
		determined).	

2.03 Shop Drawings and Samples

- A. Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. Engineer's Review: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 15 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$125 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable

Goods. Liquidated damages for failing to timely attain the delivery Milestones are not additive, and will not be imposed concurrently.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

- 3.01 Procurement Contract Price and Total Price—Based on Attached Bid
 - A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit.
 - B. City may award more than one contract by awarding separate items or groups of items to various bidders.
 - C. The items awarded under this agreement are items <u>one switchboard, one generator, and</u> one automatic transfer switch.

ARTICLE 4—PAYMENT PROCEDURES

- 4.01 Submittal and Processing of Applications for Payment
 - A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.
- 4.02 Progress Payments; Final Payment
 - A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

ID	Payment for Lump Sum Line <u>Item 1</u>	Percentage of Item Total
P1.1	Receipt of Approval of Shop Drawings and Samples	30
P1.2	Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	60
P1.3	Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	10

ID	Payment for Lump Sum Line <u>Item 2</u>	Percentage of Item Total
P2.1	Receipt of Approval of Shop Drawings and Samples	30
P2.2	Delivery of Goods to Point of Destination in accordance with the 60	
	Procurement Contract Documents	00
P2.3	Final Payment: Correction of non-conformities, provision of	10
	final Operations and Maintenance manuals, submittal of	10

warranties and other final documentation required by the	
Procurement Contract Documents	

ID	Payment for Lump Sum Line Item 3	Percentage of Item Total
P3.1	Receipt of Approval of Shop Drawings and Samples	30
P3.2	Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	60
P3.3	Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	10

B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 Interest

A. All amounts not paid when due will bear interest as the rate of 10% percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 List of Procurement Contract Documents

- A. The Procurement Contract Documents consist of the following:
 - 1. Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.

- 4. Procurement Specifications and Technical Specifications as listed in the Procurement Specifications table of contents.
- 5. Procurement Drawings listed in the Procurement Specifications table of contents
- 6. Addenda (Numbers 1 through 1, inclusive).
- 7. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
- 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit B, Surety's Consent to Assignment.
 - c. Documentation submitted by Seller
- 9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

- 7.01 Seller's Representations
 - A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.
 - If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

- 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
- 5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
- 7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 Confidential Information

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 Disclosure of Confidential Information

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
 - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
 - Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
 - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
 - 4. Buyer has a good faith belief that disclosure is required or justified; or
 - Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 Waiver of Immunity

A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 Mutual Waiver of Consequential Damages

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the

Item # 8.

Farnham Electric Contract Documents

tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is October 6, 2025 (month/day/year).

Buyer	Seller
(typed or printed name of organization)	
Ву:	Ву:
(individual's signature)	(individual's signature)
Date:	Date:
(date signed)	(date signed)
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed)
	(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
(individual's signature)	(individual's signature)
Title:	Title:
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name:(typed or printed)	Name:
• • • • • • • • • • • • • • • • • • • •	
Title:	Title:
(typed or printed) Address:	(typed or printed) Address:
Phone:	Phone:
Email:	Email:
(If Buyer is a corporation, attach evidence of authority to	
sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents	

authorizing execution of this Agreement.)

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between **City of Sandy** ("Buyer") and **Farnham Electric** ("Seller") for furnishing Goods and Special Services entitled <u>ALDER CREEK WATER TREATMENT PLANT UPGRADES – ELECTRICAL PRE-PROCUREMENT</u> (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

By:		(typed or printed name o	f organization)	
Name:	By:		Date:	
(typed or printed) (fyped or printed) (authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement. Assignment Acknowledged and Accepted by Seller (typed or printed name of organization) By: (individual's signature) (typed or printed) (typed or printed) (fyped or printed) (fy	· · · · · · · · · · · · · · · · · · ·	(individual's signature)		(date signed)
If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement. Assignment Acknowledged and Accepted by Seller (typed or printed name of organization)	Name:		Title:	
authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement. Assignment Acknowledged and Accepted by Seller (typed or printed name of organization) By: (individual's signature) (individual's signature) (typed or printed) (typed or printed) If Seller is a corporation, attach evidence of authority to sign. Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: (individual's signature) Date: (individual's signature) Title:				. , , , ,
Assignment Acknowledged and Accepted by Seller (typed or printed name of organization) By: Date: (individual's signature) (date signed) Name: Title: (typed or printed) (typed or printed) If Seller is a corporation, attach evidence of authority to sign. Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: Date: (individual's signature) (date signed) Name: Title:				
(typed or printed name of organization) By:	authority to sign and	l resolution or other documents authorizi	ng execution of E	Buyer-Seller Agreement.
By: (individual's signature)	Assignment Ackno	wledged and Accepted by Seller		
By: (individual's signature)				
(individual's signature) (individual's signature) (typed or printed) (typed or printed) (typed or printed) (typed or printed) Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: (individual's signature) (date signed) Title:		(typed or printed name o	f organization)	
Name:	Ву:		Date:	
(typed or printed) If Seller is a corporation, attach evidence of authority to sign. Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: (individual's signature) Date: (date signed) Name: Title:		(individual's signature)		(date signed)
Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: (individual's signature) Date: (date signed) Title:	Name:		Title:	
Assignment Accepted by Contractor/Assignee (typed or printed name of organization) By: Date: (individual's signature) Name: Title:		(typed or printed)		(typed or printed)
(typed or printed name of organization) By: Date: (individual's signature) (date signed) Name: Title:	If Seller is a corporat	ion, attach evidence of authority to sign.		
(typed or printed name of organization) By: Date: (individual's signature) (date signed) Name: Title:	A:	to dibus Courtus atous / Appinus a		
By: Date: (individual's signature) Name: Title:	Assignment Accep	ted by Contractor/Assignee		
(individual's signature) (date signed) Name: Title:		(typed or printed name o	f organization)	
Name: Title:	By:		Date:	
	·	(individual's signature)		(date signed)
(typed or printed) (typed or printed)	Name:		Title:	
	-	(typed or printed)		(typed or printed)

Page 1 of 1

EXHIBIT B—SURETY'S CONSENT TO ASSIGNMENT

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled <u>ALDER CREEK WATER TREATMENT PLANT UPGRADES – ELECTRICAL PRE-PROCUREMENT</u> ("Procurement Contract") by and between <u>CITY OF SANDY</u> ("Buyer") and <u>FARNHAM ELECTRIC</u> ("Seller") may be assigned, transferred, and set over to ______("Contractor/Assignee"), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

Agreement to Assignment Acknowledged and Accepted by Surety

	(typed or printed no	ime of organization)	
By:		Date:	
•	(individual's signature)		(date signed)
Name:		Title:	
•	(typed or printed)		(typed or printed)
Attach Po	ower of Attorney.		

Item # 9.



STAFF REPORT

Meeting Type: City Council

Meeting Date: October 6, 2025

From: Gregory Brewster, SandyNet Director

Subject: IGA Revision: City of Sandy & Clackamas County; Business ISP Services

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an amendment to the existing IGA to include additional service tiers.

APPLICABLE COUNCIL GOAL:

N/A

BACKGROUND / CONTEXT:

In early 2022, City Council approved an IGA between the City and Clackamas County for SandyNet and the County's broadband department, Clackamas Broadband eXchange (CBX). That IGA allowed both parties to work together and offer business level broadband services to various businesses within Clackamas County. Since the approval of the IGA, SandyNet has 23 active connections where the subscriber is provided with one gig dedicated internet connection (DIA). The existing IGA only offers a single service tier and offers a DIA connection, which is a service that not all businesses require.

Similar to the other IGAs that SandyNet has entered into with CBX, the County owns and operates the fiber optic network, including the physical fiber connection up to the premises of each location. SandyNet has acted as the ISP and provides the signal across the fiber, and maintains the technical support, billing and relationship with the subscriber. SandyNet is only responsible for the broadband connection, its equipment and dispatching CBX when an issue is identified on their line.

In early September, SandyNet was contacted by a consultant that works under Lumen. Lumen holds the statewide contract for providing internet to all Oregon Lottery sites. Any retail location that offers any traditional or video lottery services has a separate connection to the internet and is managed by Lumen. The State of Oregon has begun an initiative to migrate all of its connections to fiber over the next several years.

Lumen is a large nationwide telephone and broadband provider and Incumbent Local Exchange Carrier (ILEC) that operates several territories in Oregon. Lumen does not have fiber optic business or residential broadband services in many of its Oregon service territories and has chosen to outsource areas that it cannot directly service with fiber to a consultant. That consultant works with other broadband service providers to set up a fiber connection for those Oregon Lottery sites. After speaking with the consultant, SandyNet and CBX have identified 50 locations that it could immediately service

within Clackamas County. Twenty of those sites are within Sandy city limits, most of which already already existing SandyNet subscribers, or have fiber at the premises. The remaining thirty locations are accessible by CBX using their network.

For all fifty orders, a price was set at \$80 a month for each location. Each order also includes a one-time \$430 turn-up fee. All connections are under the same small-business Service Level Agreement (SLA), that is offered to non-enterprise accounts within city limits. Each order is expected to be placed under a five-year contract. For sites that are already within Sandy City Limits, SandyNet retains the full \$80 a month. For sites shared with CBX, SandyNet retains \$40, and the other half is retained by CBX.

Upon turning up an Oregon Lottery connection at each of the locations, there is also the opportunity to provide broadband service to the tenants of the site. It is likely that fiber optic internet would not be offered by any other provider and SandyNet may have an opportunity to add additional subscribers without the addition of any new hardware costs. Staff is unsure of how many new subscribers we might be able to add to the system. There are 39 locations that are not currently utilizing SandyNet, and nine of those locations are inside city limits. Outside city limits, all thirty sites are currently unserved, and of those thirty, 26 are identified as being potential new subscribers. For most of these locations, they are small businesses or franchises that allow the business to make more independent decisions when it comes to selecting a broadband provider, and not necessarily required to operate under a nationwide contract with a larger provider.

Realistically, SandyNet expects about four of those nine in-city sites to potentially connect, in addition to the Oregon Lottery connection; and about ten of the additional thirty sites outside of city limits are expected to take the additional service if it's offered. Because these smaller businesses do not meet the need for a DIA, the IGA proposes a 500Mbps, half gigabit tier for \$100 a month. Of that \$100, \$52 is retained by SandyNet and the remaining \$48 for CBX, matching the same revenue generated inside city limits for the same service level. Any business that requires a service level beyond SandyNet's standard small business SLA would be placed under the DIA tier of the IGA.

KEY CONSIDERATIONS / ANALYSIS:

SandyNet and CBX already have an existing business IGA, which can easily accommodate the two new service tiers. There are no new responsibilities to either party under the IGA, and the only changes are the addition of the new service offerings to businesses.

The new service tiers and pricing have been evaluated by both parties and determined to be feasible for the proposed number of lottery site connections. Under the existing IGA, back-office hardware and recovery costs are included in the monthly service rates and broken up over five to seven years and spread across all subscribers under the IGA. The one-time installation costs for each of the lottery sites have been calculated and averaged across all the service orders, resulting in the fixed \$430 charge.

Since SandyNet's responsibilities are unchanged for this project, the number of truck rolls for SandyNet to fulfill the lottery sites should be one for setup and initial turn-up. Beyond the installation, a truck roll is only necessary to fix an issue or replace aged equipment after a five-to-seven-year term. SandyNet has analyzed its truck rolls since the beginning of the original IGA, and incorporated changes to help minimize additional or otherwise unnecessary truck rolls for all future business subscribers.

Staff has verified that by entering into a contract to service Oregon Lottery sites, it does not increase any noticeable risk for liability, cyberattacks or prevent any city employee or elected official from participating in the Oregon Lottery.

Item # 9.

Because of the number of parties and the structure of the statewide contract, the consultant has requested that SandyNet provide the ability for the consultant to exit the agreement, only in the event that the store or organization offering the lottery services chooses to discontinue its relationship with the State of Oregon Lottery. Historically, this is uncommon, and businesses rarely discontinue lottery services, unless they shut down altogether. In such an event, it is likely that the next occupant would take the service, if that occupant operated in the same or similar industry as the previous occupant. SandyNet and CBX believe this risk to be minimal and acceptable since the installation costs will be fully covered under the one-time cost for construction and turn up.

All SandyNet equipment expenses are expected to be covered under the one-time installation cost for service turn-up. All equipment is expected to last at a minimum of five years before needing any replacement. In the event that the contract with the consultant becomes infeasible after the duration of the five-year term, SandyNet can choose to not renew its agreement, or negotiate a new rate that would make a new agreement feasible.

The identified Oregon Lottery sites will result in an additional 10% utilization across the line cards in the datacenter that offer the last mile service for the Project. The expected load and strain on SandyNet's data center is expected to be less than a 1% increase.

Due to the accelerated timeline of getting the contract in place with the consultant, the IGA is currently being reviewed by both parties but is not expected to substantially change by October 6, 2025.

BUDGET IMPACT:

The costs for electronics and anticipated replacement costs after five years are expected to be less than \$60,000 for the duration of the contract. SandyNet has most of the necessary hardware on hand to perform the turn up for service delivery. Construction and installation costs are not expected to exceed the revenue generated for each of the sites under the one-time installation cost. The anticipated revenue for SandyNet over five years is \$168,000.

RECOMMENDATION:

Staff respectfully requests that City Council review and authorize the City Manager to execute an amendment to the existing IGA between the City of Sandy and Clackamas County to include additional service tiers.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute the proposed revisions to the IGA between the City of Sandy and Clackamas County to provide business broadband services, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

 Revised Intergovernmental Agreement Between the City of Sandy and Clackamas County for Business Broadband Services

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF SANDY

THIS AGREEMENT ("Agreement") is entered into and by and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Sandy ("City"), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the parties desire to partner for a fiber based business internet service whereby the City will serve as the Internet Service Provider ("ISP") and the County will construct the necessary infrastructure and provide the dark fiber connections to the City's customers (the "Project").

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall continue for a term of five (5) year from the date of execution. This Agreement shall automatically renew for an additional one (1) year term each year thereafter unless otherwise terminated by the parties, but in no event shall the term of this Agreement exceed a maximum of 10 years from date executed.

2. Rights and Obligations of the County.

- A. Upon written request from the City, County may construct the necessary infrastructure and install a dark fiber connection to customers who have agreed to have the City serve as an ISP. Infrastructure construction shall be performed by County in its sole discretion. The County is and will remain the owner of any infrastructure and dark fiber installed as part of said construction. Prior to County performing such construction, the County will consult with the City to ensure that the specifications of the infrastructure and fiber are compatible with City's system. Prior to the County performing the construction, the City shall ensure the following construction and installation requirements are satisfied for each property to be served:
 - i. The City has secured all easements, leases, licenses, authorizations, or other agreements from property owner as determined necessary by County to allow County to use existing pathways to, into and within each site to the demarcation point for service, and to otherwise perform the infrastructure construction.
 - ii. A path acceptable to the County is provided for the fiber optic cable from the point of entry into the service site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.
 - iii. The County and its employees, agents, lessees, officers and its authorized vendors, upon

- reasonable notice, have the right to reasonable ingress and egress into and out of the properties and buildings in connection with the provision of service.
- B. Following construction of such infrastructure, and throughout the term of this Agreement, County shall maintain and repair, as necessary, all County-owned infrastructure necessary to provide service to each customer receiving service pursuant to this Agreement. County shall have the sole discretion to determine how to maintain said infrastructure and make the required repairs, provided that (1) the repair is sufficient to restore service at a level equal to or better than the level that existed prior to the damage necessitating the repair, and (2) the repair is completed promptly, and in any event no later than forty-eight (48) hours after County is notified of the need for repair.
- C. Subject to the availability of funds, as determined by the County in its sole administrative discretion, the County will provide up to but not to exceed \$3,000.00 for the expansion of the fiber network to serve each customer. If the construction cost will exceed \$3,000.00, the City will collect the additional funds from the customer and distribute the funds to County either in lump sum or an agreed amount over the term of the customer's service order.
- D. County will secure all franchises, licenses, or other authorizations necessary for operating in the appropriate utility right of way ("ROW"). County will be responsible for paying all ROW specific fees and taxes. City will collect those fees and taxes on the County's behalf and transmit to County.

3. Rights and Obligations of City.

- A. If County performs the infrastructure construction necessary to serve a customer, the City will provide ISP services to the customer pursuant to those terms and conditions as may be mutually agreed to between the City and the customer. County will have no involvement or interest in, and will not be a party to, any such agreement entered into by and between City and the customer.
- B. In serving as an ISP, City shall provide all commercially reasonable ISP services including, but not limited to, IP addresses, billings, and general customer service. Customer service will, at a minimum be available Monday through Friday from 9 am to 5 pm, excluding federal holidays.
- C. As of the date of this Agreement, City will provide ISP services to customers under the following packages:
 - i. Gigabit Business Dedicated Internet Access (DIA) at a minimum cost of \$225.00 per month per customer for a symmetrical 1 Gig service. Of the fees actually collected from each customer each month, \$105.00 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on City or County, which may be added to the customer's cost.
 - ii. Half Gigabit Business Shared Internet Access at a minimum cost of \$100.00 per month per customer for symmetrical 500Mbps service. Of the fees actually collected from each customer each month, \$48 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on the City or County, which may be added to the customer's cost.
 - iii. Lottery Contract Site is a specific tier designated for Oregon Lottery circuits and offer internet access at a minimum of \$80 per month per Oregon Lottery site for symmetrical 250Mbps service. Of the fees actually collected for each Oregon Lottery site, \$40 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on the City or County, which may be added to the customer's cost.

- D. The City reserves the right to upsell, or provide over-the-top services to customers including but not limited to: phone service, television and network services, so long as it does not require any additional dark fiber connections. Any services requiring dark fiber must be mutually agreed upon between both parties.
- E. Rate increases shall occur no more than once per year and shall be mutually agreed upon by both parties and memorialized in an amendment to this agreement, unless the increase is (1) related to a government-imposed fee or tax., or (2) an amount not related to a government-imposed fee or tax which is not greater than three percent (3%) per year.

4. Location.

A. The rights and obligations of the Parties pursuant to this Agreement apply only in the geographic area served by the Clackamas County fiber network.

5. Representations and Warranties.

- A. *City representations and warranties*: City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *County Representations and Warranties*: County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Party may terminate this Agreement for convenience upon sixty (60) day's written notice to the non-terminating Party.
- C. Either the County or City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days after such notice, or other time as may be agreed between the parties in writing, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The County or City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- E. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- G. Upon expiration or termination of this Agreement, regardless of cause, County's obligations under this Agreement shall nevertheless remain in full force and effect with regard to any customers then being served under this Agreement, for a period of time equal to the term of any service order then in effect for such customer, or three (3) years, whichever is less. Upon receipt of a notice to terminate, for any reason, City shall not enroll any additional customers for the services described in this Agreement.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.
- 8. **Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

9. Party Contacts

A. Duke Dexter or his designee will act as liaison for the County.

Contact Information:

Duke Dexter
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us

Fax: 503-655-8255

Greg Brewster or his designee will act as liaison for City.

Contact Information:

Greg Brewster 39250 SE Pioneer Blvd Sandy, Oregon 97055 gbrewster@ci.sandy.or.us (503) 489-0937

B. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice thereof to the other Party at its then current notice address.

10. General Provisions

- A. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records. The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

- upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties regarding its subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation**. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor**. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. Assignment. Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **Counterparts**. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of this Agreement.

- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- Q. **Confidentiality**. The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **Notice.** Any notice required to be provided under this Agreement shall be provided to the Party Contact at the address specified in Section 9 of this Agreement. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal.
- S. **Dispute Resolution.** Should any dispute arise between the parties, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County	City of Sandy	
Chair, Board of County Commissioners	By:	
Date	Date	
Recording Secretary		