



# CITY COUNCIL MEETING

Tuesday, February 18, 2025 at 6:00 PM  
Sandy City Hall and via Zoom

## AGENDA

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### 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/88070969091>

Or by phone: (253) 215-8782; Meeting ID: 88070969091

### WORK SESSION – 6:00 PM

1. [Mass Timber Code-UP Amendments to the Sandy Development Code](#)

### REGULAR MEETING – 7:00 PM

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

#### CHANGES TO THE AGENDA

#### PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments 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

2. [City Council Goal Setting Minutes: February 1, 2025](#)
3. [City Council Minutes: February 3, 2025](#)

#### PRESENTATIONS

4. Mt. Hood Community College Presentation

#### OLD BUSINESS

5. [Ordinance 2025-03: SMC Chapter 5.04 Code Modifications \(2nd Reading\)](#)
6. [Ordinance 2025-04: SMC Chapter 8.22 Code Modifications \(2nd Reading\)](#)

#### NEW BUSINESS

7. [Task Order Approval: Engineering Evaluation of Sandy's Wastewater Flows on Gresham's Treatment Plant](#)
8. [Task Order Approval: Engineering Routing Study for Wastewater Conveyance to Gresham](#)
9. [IGA Approval: Community Services Officer Agreement with Clackamas County](#)

#### 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.



# STAFF REPORT

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**Meeting Type:** Joint City Council/Planning Commission Work Session  
**Meeting Date:** February 18, 2025  
**From:** Kelly O’Neill Jr., Development Services Director  
Brandon Crawford, Project Associate for MIG  
**Subject:** Mass Timber Code-UP Amendments to the Sandy Development Code

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## DECISION TO BE MADE:

Provide input on the proposed code amendments from the Mass Timber Code-UP project and direct staff on next steps.

## BACKGROUND / CONTEXT:

In 2023 Sandy became one of ten jurisdictions to receive grant-funded Code-UP project technical assistance to identify proposed updates to local development requirements, consistent with guidance and recommendations identified in the Oregon Prefabricated and Modular Housing Model Code and Audit Workbook.

The Code-UP project is a component of a wider initiative being led by the Oregon Mass Timber Coalition (OMTC) to promote the development of mass timber construction in Oregon. Mass timber modular housing is an innovative construction approach that combines the use of engineered wood products (mass timber) with the benefits of off-site modular or prefabricated construction. The Code-UP project is also occurring in conjunction with the Mass Timber Equitable Engagement project, which is intended to inform communities about mass timber modular housing and understand each community’s views and potential concerns related to mass timber.<sup>1</sup> For more information and background on the Code-UP project, visit the [Mass Timber Modular Housing Code-UP Project webpage](#).

The Code-UP project includes three parts:

- 1) Create a Prefabricated and Modular Housing Model Code and Audit Workbook to assist local governments in updating their development codes to facilitate all types of prefabricated and manufactured housing development. This work was led by MIG – one of the Code-UP consultant team members.
- 2) Provide technical assistance to ten jurisdictions (including Sandy) to update their development codes consistent with guidance and recommendations identified in the Prefabricated and Modular Housing Model Code and Audit Workbook. This work was also led by MIG.

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<sup>1</sup> Public outreach is the focus of the Equitable Engagement activities. To support adoption of updated land use regulations, the project management team consisting of the consultant and DLCD staff will provide information and support through the legislative code amendment and public adoption process.

- 3) Engage underrepresented communities to share information about mass timber housing opportunities and understand their thoughts and concerns. Assist each participating jurisdiction in communicating the regulatory changes necessary to allow mass timber modular housing and other types of prefabricated, modular, and manufactured housing and provide support through the legislative code amendment/adoption process. This work was led by Cascadia Partners – one of the Code-UP consultant team members. Cascadia Partners met with Neal Hatley from AntFarm Youth Services to discuss challenges and opportunities associated with mass timber modular housing. For the complete results and recommendations from the mass timber engagement work, visit the [Mass Timber Modular Housing Community Engagement online report](#).

### WORK SESSION OBJECTIVE:

Staff and consultants are requesting input from the City Council and the Planning Commission on the proposed amendments to the Sandy Development Code (“Code”). These proposed amendments are intended to help facilitate the construction of prefabricated, modular, and manufactured housing products, most specifically related to mass timber. The proposed Code modifications would remove local barriers to permitting and siting housing that is constructed of components manufactured off site, regardless of construction materials. Mass timber housing would provide another material option for constructing housing in Sandy, is more fire resistant than traditional wood framed construction, and in the event of a wildfire or other natural disaster would assist in the expediency of replacement housing for Sandy residents.

A complete set of recommended Code modifications are provided in the attached Exhibit A., Sandy Draft Code Update – DLCDC Mass Timber Code-UP Project (Memo dated 12/06/2024). These recommendations were developed by the consultant team, in consultation with City staff and the Department of Land Conservation and Development (DLCDC), with the objective of creating opportunities for new housing types in Sandy. While currently available for review, **the City is not proposing to adopt all of the recommended Code modifications at this time** (see Recommendation in this report).

### KEY CONSIDERATIONS / ANALYSIS:

#### *Building Code Considerations*

Mass timber prefabricated and modular housing may be subject to varying building code and inspection requirements. Some manufacturers may choose to construct prefabricated or modular homes to HUD federal building code, in which case the home would be subject to the same local inspection processes as other manufactured homes. “Panelized” homes that are built to the Oregon Residential Specialty Code (ORSC) would currently require local inspection, but this is an emerging industry and in-factory inspection may be required depending on the building components in the manufactured panels. “Volumetric” homes built to ORSC and completed inside a manufacturing facility would need to be inspected during the manufacturing process. Prefabricated housing of all types is an emerging industry and processes for building inspection are still evolving. The Mass Timber Tech Hub at Oregon State University is working on developing recommendations for how the state can address inspections efficiently to support increased housing production.

Mass timber construction is currently addressed in both the ORSC and the Oregon Structural Specialty Code (OSSC). No additional training is required for building officials to perform an inspection for this construction type. To learn more about how mass timber prefabricated and modular construction is addressed by state building codes, see the “Build Back Better Regional Challenge Planning and Building Code Barriers Analysis.”<sup>2</sup>

### *Code Amendments Summary*

The recommended Code amendments are focused on creating options for housing developers to utilize prefabricated and modular housing products, including those constructed using mass timber. Prefabricated and manufactured housing are both forms of factory-built housing and they share many characteristics. Therefore, manufactured housing is also addressed in the recommendations, with updates focused on simplifying implementation, expanding flexibility, and reducing barriers for manufactured housing and prefabricated housing.<sup>3</sup>

Text modifications are included for the following Development Code sections:

- **Section 17.10.30 – Meaning of Specific Words and Terms.** Revise existing housing definitions to be inclusive of prefabricated dwellings and create new definitions that support mass timber modular housing products.
- **Section 17.12.10 – Type I Administrative Review.** Clarify that manufactured *dwellings* and prefabricated dwellings within manufactured dwelling parks are subject to a Type I review.
- **Residential Zones (Sections 17.34, 17.36, and 17.38).** Minor amendments to ensure consistency with state rules for manufactured homes and prefabricated dwellings and to allow cottage clusters.
- **Section 17.74.70 – Accessory Dwelling Units.** Update this section to increase flexibility for certain development standards and to ensure consistency with state rules.
- **Section 17.84.10 – Exemptions.** Exempt ADUs from public facility improvement requirements.
  - Update this section to remove design barriers to prefabricated and modular dwellings.
- **Design Standards and Review Procedures (Sections 17.90.10 and 17.90.40).** Ensure design standards that apply to single-family also apply to ADUs and prefabricated dwellings, and make cottage clusters subject to Type II Design Review.
- **Section 17.98.20 – Off-Street Parking.** Set parking standards for cottage clusters.
- **Chapter 17.104 – Cottage Clusters.** Create a new section of supplementary development and design standards for cottage clusters based on the Middle Housing Model Code.

### *Housing Production Strategy and Implementation*

As required by HB 2003, Sandy is currently developing its Housing Production Strategy (HPS), an 8-year action plan that will identify steps the City will take to address the community’s unmet housing needs. More information on this project can be found on the City’s website, <https://www.ci.sandy.or.us/planning/page/housing-production-strategy-hps>. The City will outline concrete actions in the HPS that will support or increase housing production and preservation and promote fair and equitable housing outcomes in Sandy. Development Code changes are among the potential approaches to lowering barriers to housing production, including allowing cottage cluster

<sup>2</sup> BBBRC Planning and Building Code Barriers Analysis.

[https://www.oregon.gov/lcd/CPU/Documents/final\\_BBBRC\\_Audit\\_T6\\_report\\_120722\\_clean.pdf](https://www.oregon.gov/lcd/CPU/Documents/final_BBBRC_Audit_T6_report_120722_clean.pdf)

<sup>3</sup> The City generally complies with state rules for manufactured housing; recommendations in this memo are intended to simplify local Code implementation and improve consistency with the rules.

housing, allowing greater flexibility for ADU development, and creating pre-approved plan sets for ADUs.

**RECOMMENDATION:**

Direct staff to bring forth Code amendments for manufactured homes, prefabricated dwellings, and manufactured dwelling parks for adoption. Revisit Code amendments related to cottage clusters and ADUs as part of the state mandated Housing Production Strategy (HPS), as potential implementation strategies to address housing needs in Sandy.

**LIST OF ATTACHMENTS / EXHIBITS:**

- Exhibit A. Sandy Draft Code Update – DLCD Mass Timber Code-UP Project (Memo dated 12/06/2024)
- Exhibit B. Presentation from MIG

# memo

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to **City of Sandy and DLCDC**

from **Brandon Crawford, Emma-Quin Smith, Darci Rudzinski, and Kate Rogers, MIG**

re Sandy Draft Code Update  
DLCDC Mass Timber Code-UP Project

date **12/06/2024**

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## Introduction and Background

This memo proposes updates to the Sandy Development Code that are intended to help facilitate the construction of mass timber and other modular or prefabricated housing products. The recommendations herein are based on an audit of current development regulations and are supported by adopted City housing policy, which is reviewed in the next section, Comprehensive Plan Review and Recommendations. For simplicity, the Sandy Development Code will be referred to as the “Code” in this memo. The recommended updates to the Code are guided by the Oregon Prefabricated and Modular Housing Model Code and Audit Workbook and are the result of an audit performed for Sandy (see Attachment).

This update to the Code is part of the DLCDC Mass Timber Development Code Update (Code-UP) project, which includes three parts:

- 1) Create a Prefabricated and Modular Housing Model Code and Audit Workbook (mentioned above) to assist local governments in updating their development codes to facilitate all types of prefabricated and manufactured housing development.
- 2) Provide technical assistance to ten jurisdictions (including Creswell) to update their development codes consistent with guidance and recommendations identified in the Prefabricated and Modular Housing Model Code and Audit Workbook.
- 3) Engage underrepresented communities to share information about mass timber housing opportunities and understand their thoughts and concerns. Assist each participating jurisdiction in communicating the regulatory changes necessary to allow mass timber modular housing and other types of prefabricated, modular, and manufactured housing and provide support through the legislative code amendment/adoption process.

The Code-UP project is a component of a wider initiative being led by the Oregon Mass Timber Coalition (OMTC) to promote the development of mass timber construction in Oregon. Mass timber modular housing is an innovative construction approach that combines the use of engineered wood products (mass timber) with the benefits of off-site modular or prefabricated construction. The Code-UP project is also occurring in conjunction with the Mass Timber Equitable Engagement project, which is intended to inform communities about mass timber modular housing and understand each community’s views and

potential concerns related to mass timber.<sup>1</sup> For more information and background on the Code-UP project, visit the [Mass Timber Modular Housing Code-UP Project webpage](#).

## Prefabricated and Modular Housing Building Code Considerations

Mass timber prefabricated and modular housing may be subject to varying building code and inspection requirements. Some manufacturers may choose to construct prefabricated or modular homes to HUD federal building code, in which case the home would be subject to the same local inspection processes as other manufactured homes. “Panelized” homes that are built to the Oregon Residential Specialty Code (ORSC) would currently require local inspection, but this is an emerging industry and in-factory inspection may be required depending on the building components in the manufactured panels. “Volumetric” homes built to ORSC and completed inside a manufacturing facility would need to be inspected during the manufacturing process. Prefabricated housing of all types is an emerging industry and processes for building inspection are still evolving. The Mass Timber Tech Hub at Oregon State University is working on developing recommendations for how the state can address inspections efficiently to support increased housing production.

Mass timber construction is currently addressed in both the ORSC and the Oregon Structural Specialty Code (OSSC). No additional training is required for building officials to perform an inspection for this construction type. To learn more about how mass timber prefabricated and modular construction is addressed by state building codes, see the “Build Back Better Regional Challenge Planning and Building Code Barriers Analysis.”<sup>2</sup>

## Comprehensive Plan Review and Recommendations

A review of the City’s housing Goals and Policies in the adopted Envision Sandy 2050 Comprehensive Plan confirmed that the City supports increasing supply and providing a range of housing types. Specifically, Goals 37 and 38 include policies that are particularly supportive of the proposed Code updates.

### Sandy Housing Policies

- **Policy 37.4** – Allow for development of a range of housing types both for ownership and rental, that allow people to live and work in Sandy.
- **Policy 37.5** – As required by State legislation, identify barriers to private sector housing development for a range of housing types, including affordable housing, and develop policies to reduce development barriers.
- **Policy 38.1** – As required by State legislation, identify, and remove barriers to developing needed housing types according to where they are allowed.

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<sup>1</sup> Public outreach is the focus of the Equitable Engagement activities. To support adoption of updated land use regulations, the project management team consisting of the consultant and DLCD staff will provide information and support through the legislative code amendment and public adoption process. Public outreach activities will also be coordinated with engagement tasks that are part of the other Code update project.

<sup>2</sup> BBBRC Planning and Building Code Barriers Analysis.

[https://www.oregon.gov/lcd/CPU/Documents/final BBBRC Audit T6 report 120722 clean.pdf](https://www.oregon.gov/lcd/CPU/Documents/final_BBBRC_Audit_T6_report_120722_clean.pdf)

The existing Comprehensive Plan housing goals and policies do not conflict with the recommended Code updates. No updates are needed for the housing goals and policies.

## Code Amendments

The recommended Code amendments are focused on creating options for housing developers to utilize prefabricated and modular housing products, including those constructed using mass timber. Prefabricated and manufactured housing are both forms of factory-built housing and they share many characteristics. Therefore, manufactured housing is also addressed in the recommendations, with updates focused on simplifying implementation, expanding flexibility, and reducing barriers for manufactured housing and prefabricated housing.<sup>3</sup>

Text modifications are included for the following Development Code sections:

- **Section 17.10.30 – Meaning of Specific Words and Terms.** Revise existing housing definitions to be inclusive of prefabricated dwellings and create new definitions that support mass timber modular housing products.
- **Section 17.12.10 – Type I Administrative Review.** Clarify that manufactured *dwellings* and prefabricated dwellings within manufactured dwelling parks are subject to a Type I review.
- **Residential Zones (Sections 17.34, 17.36, and 17.38).** Minor amendments to ensure consistency with state rules for manufactured homes and prefabricated dwellings and to allow cottage clusters.
- **Section 17.74.70 – Accessory Dwelling Units.** Update this section to increase flexibility for certain development standards and to ensure consistency with state rules.
- **Section 17.84.10 – Exemptions.** Exempt ADUs from public facility improvement requirements.
  - Update this section to remove design barriers to prefabricated and modular dwellings.
- **Design Standards and Review Procedures (Sections 17.90.10 and 17.90.40).** Ensure design standards that apply to single-family also apply to ADUs and prefabricated dwellings, and make cottage clusters subject to Type II Design Review.
- **Section 17.98.20 – Off-Street Parking.** Set parking standards for cottage clusters.
- **Chapter 17.104 – Cottage Clusters.** Create a new section of supplementary development and design standards for cottage clusters based on the Middle Housing Model Code.

Proposed Code modifications are presented in an underline/strikeout legislative amendment format, where underlined text indicates new text, and strikeout indicates existing, adopted text recommended for removal. A description and summary of the proposed updates are provided in the gray text boxes for each section. Other Code text may be included for context and reference, otherwise the only sections that are shown are those that have recommended amendments.

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<sup>3</sup> The City generally complies with state rules for manufactured housing; recommendations in this memo are intended to simplify local Code implementation and improve consistency with the rules.



## SECTION 17.10.30 – MEANING OF SPECIFIC WORDS AND TERMS

The City should update definitions that could have the effect of precluding or limiting prefabricated or manufactured housing and adding definitions needed to support proposed amendments in other sections of the Code.

**Cottage Cluster**

Cottage cluster housing provides an excellent opportunity to utilize prefabricated construction or manufactured homes to provide more affordable housing options. Although the City is not required to allow cottage clusters, this form of development is ideal for mass timber prefabricated development. Therefore, the City should consider allowing cottage clusters, including adding a new definition and code section regulating cottage clusters. The definition of cottage cluster that is used in state statute (ORS 197A.420(1)(b)) may be suitable.<sup>4</sup> The City may also consider additional definitions for terms that are used in the proposed cottage cluster standards. Included as proposed Code text are definitions from the cottage cluster model code for the following terms: common courtyard, cottage, and cottage cluster project.

Cottage clusters that are composed of manufactured or prefabricated dwellings may also overlap with the definition of “manufactured dwelling park,” if the cluster development provides spaces for rent. Manufactured dwelling parks with more than six units are subject to the requirements for “Mobile Home and Manufactured Dwelling Parks” in ORS 446.003 to 446.140. To address this potential overlap, we recommend that the City note in the cottage cluster definition that if the development also meets the definition of manufactured dwelling park, it may be subject to additional standards in ORS 446.

*Common Courtyard:* A common area for use by residents of a cottage cluster. A common courtyard may function as a community yard. Hard and soft landscape features may be included in a common courtyard, such as pedestrian paths, lawn, groundcover, trees, shrubs, patios, benches, or gazebos.

[...]

*Cottage:* An individual, detached dwelling unit that is part of a cottage cluster.

*Cottage Cluster:* A grouping of no fewer than four detached dwelling units per acre, each with a footprint of less than 900 square feet, located on a single lot or parcel that includes a common courtyard.<sup>5</sup> Cottage

<sup>4</sup> Note, because Sandy is under 25,000 in population, and therefore not subject to the cottage cluster requirements of ORS 197A.420, the City is not required to be consistent with the statutory definition for cottage clusters.

<sup>5</sup> ORS 197A.420(1)(b)

clusters that also meet the definition of “manufactured dwelling park” or “mobile home park” may be subject to additional requirements, pursuant to ORS 446.003 through 446.140.

Cottage Cluster Project: A development site with one or more cottage clusters. Each cottage cluster as part of a cottage cluster project must have its own common courtyard.

[...]

#### **Manufactured Homes and Prefabricated Dwellings**

Changes to State law, including House Bill 4064 (HB 4064, 2022),<sup>6</sup> have resulted in updates to the definitions and regulations related to manufactured dwellings, prefabricated structures, and manufactured dwelling parks. This includes changes to the statute that requires local governments to allow manufactured and prefabricated homes wherever single-family detached homes are allowed. The City complies with these new state rules, however minor amendments may help simplify and clarify implementation. For example, the City’s current definition for “manufactured home” is consistent with state statute, however the City may consider a simplified definition that more closely reflects the state’s current definition.

*Manufactured home:* A dwelling constructed to U.S. Department of Housing and Urban Development (HUD) standards since June 15, 1976, but not to State Building Code standard and constructed for movement on public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is used for residential purposes and was constructed, and met the requirements of federal manufactured housing construction and safety standards and regulations in effect at the time of construction. All manufactured homes are to meet the requirements of the National Manufactured Home Construction and Safety Standards Act of 1974, as amended on August 22, 1981, consistent with HB 2863 Oregon Laws, 1989, and current Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards as embodied in the most recent Federal Register. 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.

### SECTION 17.12.10 – TYPE I – ADMINISTRATIVE REVIEW

#### **Manufactured Dwellings, Prefabricated Dwellings, and Manufactured Dwelling Parks**

The City currently includes manufactured homes under the definition for single-detached dwellings. However, the manufactured homes are listed separately in the Type I Design Review applicability. This could be simplified by just listing single detached

<sup>6</sup> House Bill 4064. <https://olis.oregonlegislature.gov/liz/2022R1/Downloads/MeasureDocument/HB4064>

dwellings. If the City wishes to still explicitly list manufactured homes on individual lots, then it is recommended to also list “prefabricated dwellings” on individual lots separately.

The Code currently lists “manufactured homes within manufactured dwelling parks” as subject to Type I review. Because all types of manufactured dwellings (manufactured homes, mobile homes, and residential trailers) and prefabricated dwellings need to be allowed in manufactured dwelling parks, each of these uses should be listed as being subject to a Type I decision, or the code could just use the term “dwellings.”

Type I decisions are made by the Planning Director or someone he or she designates without public notice or a public hearing. The Type I procedure is used when applying standards and criteria to an application requires no use of discretion. A decision of the Director under the Type I procedure may be appealed by an affected party or referred by the Director in accordance with Chapter 17.28.

*Administrative Decision Requirements.* The City Planning Official or designee's decision shall address all of the approval criteria, including applicable requirements of any road authority. Based on the criteria and the facts contained within the record, the City Planning Official shall approve or deny the requested permit or action. A written record of the decision shall be provided to the applicant and kept on file at City Hall.

Type of Applications:

- A. Design review for single-family dwellings, duplex dwellings, ~~manufactured homes on individual lots, manufactured homes dwellings~~ within manufactured dwelling parks, accessory dwellings and structures.

## SECTION 17.34.10 – SFR PERMITTED USES

### **Manufactured Homes**

ORS 197.478 requires that local governments allow prefabricated dwellings and manufactured homes on all land zoned to allow the development of single-unit dwellings (within an urban growth boundary). Sandy’s Code meets this requirement. However, because the Code’s definition for single-detached dwelling currently includes manufactured homes and prefabricated dwellings, the Code also lists manufactured homes separately under allowed uses in the SFR, R-1, and R-2 zones, which is somewhat redundant. To simplify implementation, the City could remove “manufactured homes” as a separately listed use.

Alternatively, if the City wishes to still list manufactured homes separately as an allowed use, then “prefabricated dwelling” should also be listed separately. Listing manufactured home as an allowed use and not prefabricated dwelling may imply that prefabricated dwellings are not allowed in this zone.

### **Cottage Clusters**

None of the residential zones currently allow cottage clusters. As mentioned, this type of development offers an excellent opportunity to provide additional housing options that utilize prefabricated and modular products. Therefore, the City may wish to permit cottage clusters outright in residential zones.

A. Primary Uses Permitted Outright:

1. Single detached dwelling subject to design standards in Chapter 17.90;
2. ~~Single detached manufactured home subject to design standards in Chapter 17.90;~~
3. Duplex.
4. Single room occupancy with up to six SRO units.
5. Cottage clusters, subject to standards in Chapter 17.104.

### SECTION 17.36.10 – LOW DENSITY RESIDENTIAL (R-1) PERMITTED USES

A. Primary Uses Permitted Outright

1. Single detached dwelling (subject to design standards in Chapter 17.90);
2. ~~Single detached manufactured home (subject to design standards in Chapter 17.90);~~  
[...]
7. Cottage clusters (subject to the standards in Chapter 17.104)

### SECTION 17.38.10 – MEDIUM DENSITY RESIDENTIAL (R-2) PERMITTED USES

A. Primary Uses Permitted Outright

1. Single detached dwelling (subject to design standards in Chapter 17.90);
2. ~~Single detached manufactured home (subject to design standards in Chapter 17.90);~~  
[...]
8. Cottage clusters (subject to the standards in Chapter 17.104)

### SECTION 17.40.10 – HIGH DENSITY RESIDENTIAL (R-3) PERMITTED USES

A. Primary Uses Permitted Outright:

[...]

9. Cottage clusters (subject to the standards in Chapter 17.104).

### SECTION 17.74.70 – ACCESSORY DWELLING UNITS

Sandy's Code expressly allows ADUs to be modular/prefabricated or a manufactured home, which is supportive of these housing construction types.

#### **ADU Maximum Square Footage**

Standards that overly restrict the size of an ADU can pose a barrier, including to the use of prefabricated construction, in which components may come in limited sizes. The City recently increased the ADU maximum square footage from 600 square feet to 720 square feet in 2021. The project team feels that the City could increase the maximum ADU size further, as ADUs often reach sizes of 900 or 1,000 square feet, which is a

common ADU size maximum in other communities. Therefore, it is recommended that the City allow ADUs to be at least 800 to 900 square feet or 75 to 85 percent of the primary dwelling’s floor area, whichever is less.

While not an issue for prefabricated detached ADUs, it is also recommended that internal ADUs that occupy a whole level of the primary structure (e.g., a basement unit) also be allowed to be as large as the level’s floor area.

**ADU Setbacks**

Overly large setback requirements can limit siting options for an ADU on a lot. ADUs are smaller than typical homes and likely have less impact on adjacent properties. Therefore, the City should consider allowing reduced rear and side setbacks for ADUs.

B. Dimensional Standards.

Type	Standard
Minimum Average Lot Width, Frontage, Depth	Same as underlying zoning district
Maximum square footage	<u>720 900 sq. ft. or 85% of the primary dwelling’s square footage, whichever is less.</u>
Maximum number of occupants	3
Setbacks	<p><u>Front: Same as underlying zoning district</u>  <u>Rear: 10 feet or same as underlying zoning district, whichever is less.</u>  <u>Side: 5 feet or same as underlying zoning district, whichever is less.</u></p>
Structure Height	Same as underlying zoning district
Building Site Coverage	No maximum
Off-Street Parking	No minimum
Landscaping	Same as underlying zoning district

C. Design Standards

1. The accessory dwelling unit shall be accessory to the primary residence.
2. The ADU shall have a pedestrian walkway that connects the primary entrance of the ADU to the public sidewalk. The pedestrian walkway shall consist of concrete, asphalt, stone, brick, permeable pavers and shall be permanently affixed to the ground with gravel subsurface. ~~Other materials may be requested as part of a discretionary review and approved by the Director.~~
3. An ADU may be stick-built, modular/prefabricated, or a manufactured home in compliance with Section 17.90.140.
4. Detached ADUs shall provide at least three of the Required Design Elements in Subsection 17.90.150.F on the street-facing façade(s) and shall provide at least ten percent windows on the ground floor elevation of the street facing façade(s). These standards apply even if the ADU is located behind the primary residence; in such cases, the standards apply to the façade that is closest to and within 45 degrees of the street.

#### SECTION 17.84.10 – EXCEPTIONS [IMPROVEMENTS]

Requiring public facility improvements for an accessory dwelling unit may be a significant barrier and cost prohibitive for their development, especially for an individual property owner. In addition, this housing type has comparable impacts on public facilities as single-family units and duplexes.

Single family residential, accessory dwelling unit, and duplex development on existing lots with existing public improvements are exempt from this chapter, with the exception of 17.84.30 Pedestrian and Bicyclist Requirements.

#### SECTION 17.90.10 – DESIGN STANDARDS APPLICABILITY

[...]

- D. Residential Dwelling Exception: Single detached dwellings, duplexes, ~~manufactured homes on individual lots~~, accessory dwelling units, cottage clusters and manufactured dwellings and prefabricated dwellings in parks are exempt from all requirements of this chapter except for Section 17.90.150.

#### SECTION 17.90.40 – TYPE OF [DESIGN] REVIEW

##### **Cottage Cluster Design Review**

If the City chooses to allow cottage clusters, then it is recommended that they be subject to a Type II process, along with multifamily housing.

- A. Type I—Administrative. Type I review applies to single family dwellings, duplex dwellings, ~~manufactured homes on individual lots~~, manufactured homes and prefabricated dwellings within manufactured dwelling parks, and permitted residential accessory dwellings and structures.

- B. Type II—Director's Review. Type II review includes floor area expansions greater than the thresholds for a Type I review and all other multi-family, cottage cluster, commercial, industrial development, and non-residential development on residentially zoned land that is in compliance with code standards, except where a Type III procedure is requested or required.

**SECTION 17.98.20 – OFF-STREET PARKING REQUIREMENTS**

Off-street parking requirements can pose a significant barrier to housing development, as parking can limit site design flexibility and increase development costs. Therefore, the recommendation is to require no more than one space per unit for cottage clusters.

<b>Residential / Congregate Living Uses</b>	<b>Number of Parking Spaces</b>	<b>Number of Bicycle Spaces</b>
Single Family Detached/Attached	2 per dwelling unit	Exempt
Duplexes	1 per dwelling unit	Exempt
Manufactured Dwelling Park	2 per dwelling, plus 1 visitor space for each 10 vehicle spaces	Exempt
Multi-Family Dwellings	1.5 per studio unit or 1-bedroom unit 2.0 per 2-bedroom unit or greater	1 per dwelling unit
Single Room Occupancy	1 per SRO unit	Exempt
Congregate Living, Retirement Homes, Intermediate Care Facilities, Group Care Facilities, and Halfway Houses	1 per each 3 occupants, plus 1 per 2 employees	5% or 2 whichever is greater
<u>Cottage Cluster</u>	<u>1 space per unit</u>	<u>Exempt</u>

**CHAPTER 17.104 COTTAGE CLUSTERS**

As mentioned, we recommend that the City consider adopting new standards to facilitate cottage cluster housing. The recommended cottage cluster Code section below

is adapted from DLCD’s Middle Housing Model Code, and includes provisions for dwelling size, a shared courtyard area, community buildings, pedestrian connections, parking design, and other issues unique to cottage cluster housing.<sup>7</sup> The Model Code was developed for jurisdictions that are required to comply with ORS 197A.420 / House Bill 2001 (2019) and is consistent with the Administrative Rules in OAR 660-046. Although Sandy is not required to comply with state cottage cluster requirements, we recommend the model code text as best practice for enabling cottage cluster development, with modifications as necessary to fit local circumstances (provided those modifications are clear and objective).

### Section 17.104.00 Intent

Cottage clusters shall meet the standards of this section in addition to any other applicable zoning or development standards. Wherever these standards conflict with requirements in other sections, the standards of this section shall take precedence.

### Section 17.104.10 Cottage Cluster Development Standards

#### A. Applicability.

1. Cottage clusters shall meet the standards in subsections (B) through (F) of this Section 17.104.10.
2. The following standards are invalid and do not apply to cottage clusters allowed by this code, except as specified in this Section 17.104.10:
  - Additional development standards of the applicable base zone related to the standards addressed under subsections (B) through (F) of this Section 17.104.10.
  - Development standards of the applicable base zone related to lot dimensions, lot coverage, floor area ratio, landscape or open space area, or the siting or design of dwellings.
  - The jurisdiction’s other development standards that apply only to cottage clusters and that conflict with provisions of this code.

#### B. Minimum Lot Size and Dimensions. Cottage clusters shall meet the minimum lot size, width, and depth standards that apply to detached single family dwellings in the same zone.

#### C. Maximum Density. The jurisdiction’s pre-existing density maximums do not apply.

#### D. Setbacks and Building Separation.

1. Setbacks. Cottage clusters shall meet the minimum and maximum setback standards that apply to detached single family dwellings in the same zone, except that minimum setbacks for dwellings in excess of the following are invalid:
  - Front setbacks: 10 feet
  - Side setbacks: 5 feet
  - Rear setbacks: 10 feet

<sup>7</sup> Middle Housing Model Code. [https://www.oregon.gov/lcd/Commission/Documents/2020\\_12\\_Item-2-Attachment%20C\\_LMCMC\\_Commission%20Draft\\_final\\_120220.pdf](https://www.oregon.gov/lcd/Commission/Documents/2020_12_Item-2-Attachment%20C_LMCMC_Commission%20Draft_final_120220.pdf)

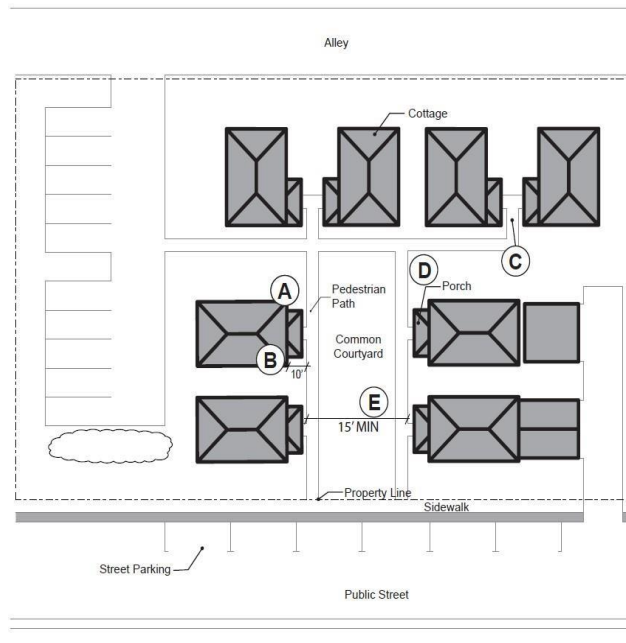


2. Building Separation. Cottages shall be separated by a minimum distance of six (6) feet. The minimum distance between all other structures, including accessory structures, shall be in accordance with building code requirements.
- E. Average Unit Size. The maximum average floor area for a cottage cluster is 1,400 square feet per dwelling unit. Community buildings shall be included in the average floor area calculation for a cottage cluster.
- F. Building Height. The maximum building height for all structures is 25 feet or two (2) stories, whichever is greater.

### Section 17.104.20 Cottage Cluster Design Standards

Cottage clusters shall meet the design standards in subsections (A) through (H) of this Section 17.104.20. No other design standards shall apply to cottage clusters unless noted in this section. Mandates for construction of a garage or carport and any other design standards are invalid, except as specified in this Section 17.104.20.

- A. Cottage Orientation. Cottages must be clustered around a common courtyard, meaning they abut the associated common courtyard or are directly connected to it by a pedestrian path, and must meet the following standards (see Figure XX):
  1. Each cottage within a cluster must either abut the common courtyard or must be directly connected to it by a pedestrian path.
  2. A minimum of 50 percent of cottages within a cluster must be oriented to the common courtyard and must:
    - a. Have a main entrance facing the common courtyard;
    - b. Be within 10 feet from the common courtyard, measured from the façade of the cottage to the nearest edge of the common courtyard; and
    - c. Be connected to the common courtyard by a pedestrian path.
  3. Cottages within 20 feet of a street property line may have their entrances facing the street.
  4. Cottages not facing the common courtyard or the street must have their main entrances facing a pedestrian path that is directly connected to the common courtyard.
- B. Common Courtyard Design Standards. Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards (see Figure XX):
  1. The common courtyard must be a single, contiguous piece.
  2. Cottages must abut the common courtyard on at least two sides of the courtyard.
  3. The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster (as defined in subsection (A) of this Section 17.104.20).
  4. The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
  5. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
  6. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

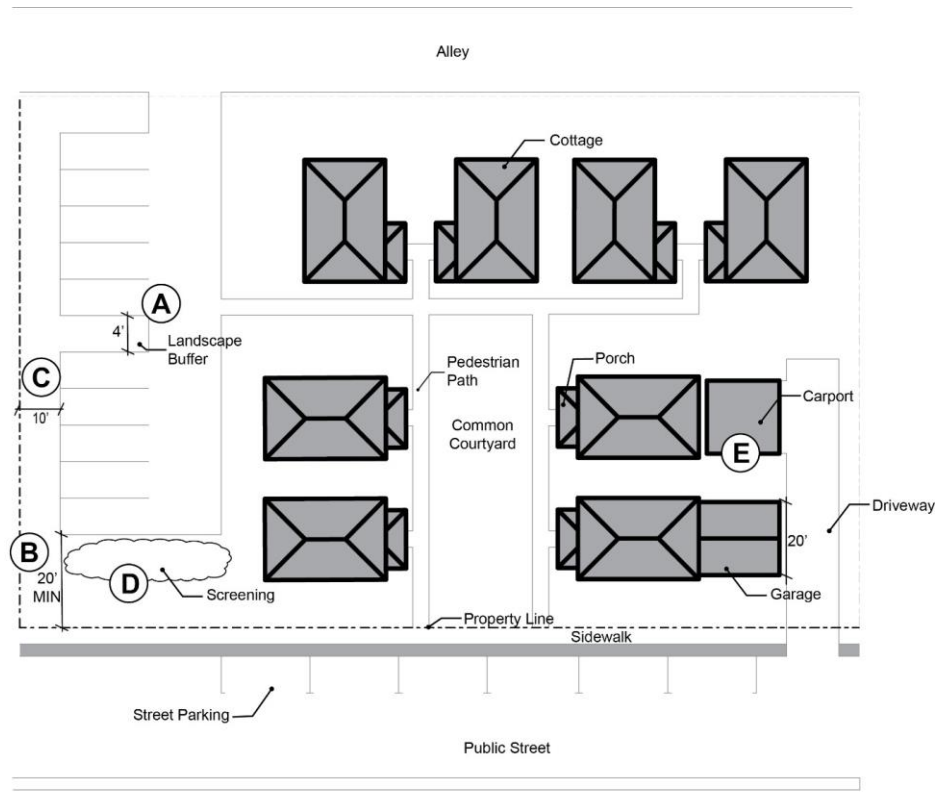
*Figure XX. Cottage Cluster Orientation and Common Courtyard Standards*

- C. Community Buildings. Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. Community buildings must meet the following standards:
1. Each cottage cluster is permitted one community building, which shall count towards the maximum average floor area, pursuant to subsection 17.104.10(E).
  2. A community building that meets the development code's definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages, unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.
- D. Pedestrian Access.
- (A) A minimum of 50% of cottages must be oriented to the common courtyard.
  - (B) Cottages oriented to the common courtyard must be within 10 feet of the courtyard.
  - (C) Cottages must be connected to the common courtyard by a pedestrian path.
  - (D) Cottages must abut the courtyard on at least two sides of the courtyard.
  - (E) The common courtyard must be at least 15 feet wide at its narrowest width.
1. An accessible pedestrian path must be provided that connects the main entrance of each cottage to the following:
    - a. The common courtyard;
    - b. Shared parking areas;

- c. Community buildings; and
    - d. Sidewalks in public rights-of-way abutting the site or rights-of-way if there are no sidewalks.
  2. The pedestrian path must be hard-surfaced and a minimum of four (4) feet wide.
- E. Windows. Cottages within 20 feet of a street property line must meet any window coverage requirement that applies to detached single family dwellings in the same zone.
- F. Parking Design (see Figure XX).
  1. Clustered parking. Off-street parking may be arranged in clusters, subject to the following standards:
    - a. Cottage cluster projects with fewer than 16 cottages are permitted parking clusters of not more than five (5) contiguous spaces.
    - b. Cottage cluster projects with 16 cottages or more are permitted parking clusters of not more than eight (8) contiguous spaces.
    - c. Parking clusters must be separated from other spaces by at least four (4) feet of landscaping.
    - d. Clustered parking areas may be covered.
  2. Parking location and access.
    - a. Off-street parking spaces and vehicle maneuvering areas shall not be located:
      - Within of 20 feet from any street property line, except alley property lines;
      - Between a street property line and the front façade of cottages located closest to the street property line. This standard does not apply to alleys.
    - b. Off-street parking spaces shall not be located within 10 feet of any other property line, except alley property lines. Driveways and drive aisles are permitted within 10 feet of other property lines.
  3. Screening. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.
  4. Garages and carports.
    - a. Garages and carports (whether shared or individual) must not abut common courtyards.
    - b. Individual attached garages up to 200 square feet shall be exempted from the calculation of maximum building footprint for cottages.
    - c. Individual detached garages must not exceed 400 square feet in floor area.
    - d. Garage doors for attached and detached individual garages must not exceed 20 feet in width.
- G. Accessory Structures. Accessory structures must not exceed 400 square feet in floor area.
- H. Existing Structures. On a lot or parcel to be used for a cottage cluster project, an existing detached single family dwelling on the same lot at the time of proposed development of the cottage cluster may remain within the cottage cluster project area under the following conditions:
  1. The existing dwelling may be nonconforming with respect to the requirements of this code.
  2. The existing dwelling may be expanded up to the maximum height in subsection 17.104.10(D) or the maximum building footprint; however, existing dwellings that exceed the maximum height and/or footprint of this code may not be expanded.

3. The floor area of the existing dwelling shall not count towards the maximum average floor area of a cottage cluster.
4. The existing dwelling shall be excluded from the calculation of orientation toward the common courtyard, per subsection (A)(1) of this Section 17.104.20.

*Figure XX. Cottage Cluster Parking Design Standards*



- (A)** Parking allowed in clusters of up to 5 spaces. Clusters separated by minimum 4 feet of landscaping.
- (B)** No parking or vehicle area within 20 feet from street property line (except alley).
- (C)** No parking within 10 feet from other property lines (except alley). Driveways and drive aisles permitted within 10 feet.
- (D)** Screening required between clustered parking areas or parking structures and public streets or common courtyards.
- (E)** Garages and carports must not abut common courtyards. Garage doors for individual garages must not exceed 20 feet in width.

## Attachment – Cottage Cluster Considerations

### COTTAGE CLUSTER MODEL STANDARDS

The recommended cottage cluster standards are from the [Oregon Prefabricated and Modular Housing Model Code and Audit Workbook](#), which is based on the Middle Housing Model Code. The Middle Housing Model Code was developed for jurisdictions that are required to comply with ORS 197A.420 (formerly 197.758 / House Bill 2001 (2019)), and its content is consistent with OAR 660-046 requirements. Jurisdictions not required to comply with ORS 197A.420 are also encouraged to incorporate some or all of the Middle Housing Model Code into their development codes to promote greater housing choices in their communities. The full Middle Housing Model Code can also be downloaded from this webpage: <https://www.oregon.gov/lcd/housing/pages/choice.aspx>.

### COTTAGE CLUSTER CHALLENGES FOR SMALL AND RURAL COMMUNITIES

While cottage cluster housing offers an excellent opportunity to use prefabricated and manufactured housing to provide more affordable housing options, it can be challenging to develop, particularly in smaller and rural communities. Local jurisdictions should consider these challenges in developing regulations for cottage cluster housing and in communicating with local property owners and community members about this housing opportunity.

**Infrastructure:** The Middle Housing Model Code (see appendix) requires cottage cluster housing developers to demonstrate that “sufficient infrastructure” is provided, or will be provided, upon submittal of an application. “Sufficient infrastructure” is defined to include connections to public water and sewer systems capable of meeting established service levels. This can be a challenge in rural communities, where many homes rely on well water and septic systems. Extending public water and sewer facilities to the site could render a project financially infeasible.

Even if relying on septic systems, denser cottage clusters may not be feasible since septic drainfields may take up quite a bit of space. Still, there may be innovative solutions for cottage cluster design where public sewer is unavailable – such as shared septic systems.

**Construction Costs:** The smaller size of individual cottage units does not necessarily translate to lower construction costs per unit. It may be more challenging to make a cottage cluster development “pencil out” financially in rural areas where property values are often lower – and therefore, potential rents or home sale prices are also lower. Efficient use of space, innovative construction methods, and economies of scale will need to be carefully considered. This is an area where prefabricated construction methods can yield particular benefits for a project.

**Community Concerns:** Cottage cluster developments can face resistance from existing communities, particularly if residents are not familiar with this housing type. Concerns about increased density and potential impacts on parking or traffic may contribute to community opposition. When considering new cottage cluster regulations, community engagement and education about the need for and benefits of cottage cluster housing will be essential to community acceptance.



EXHIBIT B.

Item # 1.

OREGON  
Department of  
Land Conservation  
& Development

# Modular Mass Timber Project Sandy Code Update

City Council-Planning Commission Work Session

February 18, 2025

*Project Lead: Sandy and Department of Land Conservation and  
Development*

*Consultant Team: MIG*

# Agenda

- Requested Action
- Project Background
- Recommended Zoning Code Updates
- Discussion and Next Steps

# Requested Action

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- **Review and provide input** on proposed regulatory text amendments for manufactured homes, prefabricated dwellings, and manufactured dwelling parks
- **Consider and provide direction** on provisions for cottage clusters and ADUs as future Housing Production Strategy implementation actions



# Project Background

\$41.4M for industry cluster development that leads to *transformative change* for the mass timber industry.



**Code-UP:** Update codes to explicitly allow prefabricated and modular housing



**Community Engagement:** Educate and understand local opinions on mass timber modular housing

# What is Prefabricated & Modular Housing?

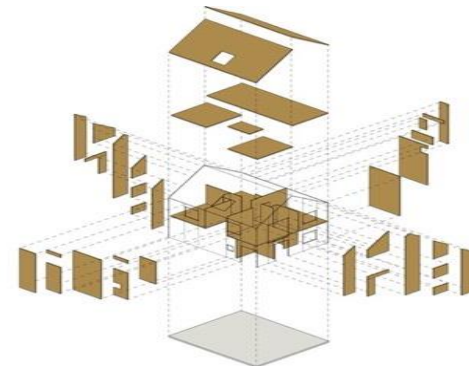
## Prefabricated Structure:

- 1) A building manufactured using closed construction at an off-site location
- 2) To be wholly or partially assembled on-site

Modular housing products are a type of prefabricated construction. Structures must meet **state Building Code standards**.



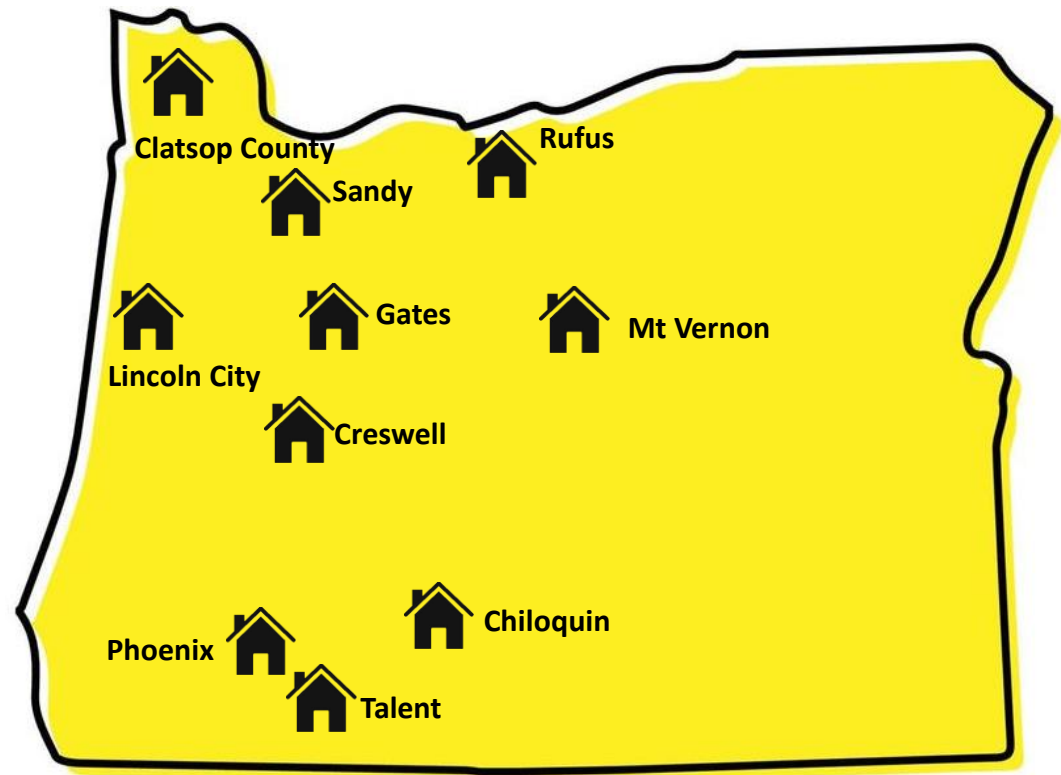
Image Credit: NewHomeSource



# Code-UP Objectives

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1. Model code to address barriers prefabricated housing
2. Direct technical assistance to participating jurisdictions
3. Support with communications and adoption process.





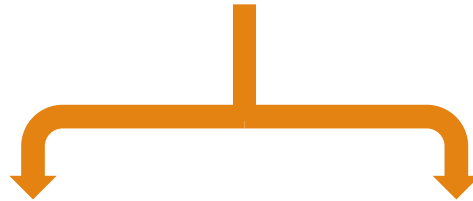
# Code Update Recommendations

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# Overview of Code Updates

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## Text Amendments: Two Categories



Alignment with HB 4064  
(2022)

Recommended  
Opportunities for  
Prefabricated Housing

# HB 4064 and ORS 197.478

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- The state requires local governments to allow manufactured homes and prefabricated dwellings wherever single unit (i.e., single-family) dwellings are allowed.
- Cannot apply design or siting standards to manufactured or prefabricated homes that are more restrictive than standards that apply to single unit dwellings built on individual lots.
- Must allow prefabricated dwellings in manufactured dwelling parks.
- The City complies with HB 4064 – minor amendments to simplify implementation

# Manufactured Homes

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- **Definition:** Consider simplifying the definition to more closely reflect the state's definition
- **Dwellings in Type 1 Review:** Single-family dwelling definition includes manufactured homes, consider simplifying language
- **Type of Applications:**
  - A. Design review for single-family dwellings, duplex dwellings, ~~manufactured homes on individual lots~~, manufactured homes-dwellings within manufactured dwelling parks, accessory dwellings and structures.”

# Recommended Opportunities for Prefabricated Housing for HPS

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**Accessory Dwelling  
Units  
(ADUs)**



**Cottage  
Clusters**



# Accessory Dwelling Units

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## Maximum Square Footage:

- Recommend to allow 800 to 900 square feet or 75 to 85 percent of primary dwelling's floor area, whichever is less

## Setbacks:

- Consider lowering setback requirements (proposed edits are underlined)
  - Front: same as underlying zoning district
  - Rear: 10 feet or same as underlying zoning district, whichever is less
  - Side: 5 feet or same as underlying zoning district, whichever is less

## Public Facility Improvements

- Exempt ADUs from public facility improvements – same as single-family and duplexes

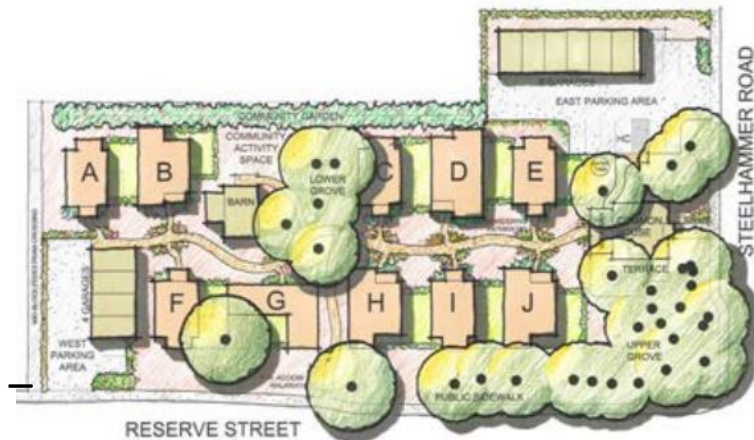
# Cottage Cluster Discussion

## Key Traits:

- At least four detached units per acre
- Maximum of 900 sf footprint, 1,400 sf per unit, and 25 feet tall
- Includes a common courtyard
- Meets all lot size, width standards, and setbacks as detached single-family dwellings

## Considerations:

- Ideal form of housing for manufactured and prefabricated housing
- City does not have to comply with state requirements – may customize model code for Sandy



Above is an example of a cottage cluster in Silverton, Oregon

Image Credit: Housing Choices Guidebook

# Alignment with the Comprehensive Plan

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Policies supportive of Code-UP amendments:

- **Housing Policy 2** – Encourage the private sector to provide adequate housing choices, including affordable housing types.
- **Housing Policy 3** – Encourage innovations in construction, funding, regulation, and siting of housing in order to provide well designed and energy efficient housing.
- **Housing Policy 5** - Make information available on current programs and techniques of construction and housing rehabilitation which will enhance the quality of housing in Sandy

# Recommendation

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- **Adopt amendments** for manufactured homes, prefabricated dwellings, and manufactured dwelling parks
  - ✓ *State statute consistency*
- **Forward for future review** cottage clusters and ADU regulatory text recommendations
  - ✓ *Housing Production Strategy actions*

# Next Steps

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- MIG and PMT revise and provide final draft
- Adoption process



# Thank you!

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*For more information on the Code-Up project, visit:  
<https://www.oregon.gov/lcd/housing/pages/mass-timber-modular-housing-code-up-project-.aspx>*

*To follow mass timber initiatives in Oregon and the Northwest, visit:  
<https://www.masstimbercoalition.org/>*



# CITY COUNCIL GOAL SETTING

Saturday, February 01, 2025 at 9:00 AM  
Sandy City Hall and via Zoom

## MINUTES

### ROLL CALL

#### PRESENT

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

### COUNCIL POLICIES

The Council began the meeting by discussing the Council Policies. The Mayor specifically addressed the policy on growth, which was last amended by the Council in 2019. She advocated for returning to a policy that encourages quality residential growth with development paying for itself. Other Council Members stated that having a discussion on this issue was difficult without being provided with the previous language of the policy prior to 2019, and that further context was needed as to the reason for the 2019 change. After discussion, the topic was tabled to a future meeting.

### COUNCIL GOAL SETTING: 2025-27

All departments provided the Council with an update on the implementation status of the Council's 2023-25 goals, along with summaries of department accomplishments and work plans for the coming biennium, along with other relevant information. Development Services provided supplementary work plan items with Planning Commission input. These materials are attached to these minutes for reference.

Important Note: the following points were expressed by the Council during their discussion of each department. **These bullet points are intended to summarize the Council's conversation; they do not constitute the Council's actual list of goals for the biennium.** A separate goals document will be consolidated by staff and presented to the Council for consideration and adoption at a future meeting.

#### Police

- No official Council Policy exists related to public safety
- Recognition of the recent increase in Police staffing
- A committee should be formed to focus on public safety, community livability, and code enforcement issues (not oversight of policing)

- Such a committee could increase visibility of code enforcement actions are being addressed and the value being realized by increased code enforcement staffing; increased visibility would also make residents feel that their complaints are being heard
- The committee should be focused on outcomes and metrics, rather than delving into specific cases
- Deference should be given to the department with regard to traffic staffing; perhaps a dedicated traffic officer is not needed, and traffic enforcement can be made a priority for all personnel instead
  - Flexibility for staffing is desirable, along with a focus on outcomes rather than specific assignments
- Traffic enforcement should be made a higher echelon goal; filled traffic officer position language is not needed
- Discussion on homelessness response, including the need to work closely with impacted businesses

### Library

- Overview on progress developing the bookmobile and challenges with federal funding
- Discussion on the prospects for making the libraries self-supporting (i.e. not dependent on General Funds)
- Overview of efforts to increase County funding for Hoodland
- Overview of efforts to advocate for more equity regarding County library funding generally
- Clarification on the utilization of library services: in person versus online; Sandy versus Hoodland
- Discussion on the importance of the Hoodland Library, and the City's obligations thereto

### SandyNet

- The master plan should be completed and adopted in the interest of resiliency and sustainability of the utility
  - The plan should a clear establishment of where expansion will occur next and under what criteria
- The City will need to work with the County on CBX's expansion plans and policies and advocate for plans that are in Sandy's interest
- Further clarity is needed regarding which areas are designated 'served' and 'underserved'
- Areas with significant potential for future growth should be identified and prioritized for expansion
- Future staffing levels and space needs should be identified and planned for with respect to rates

### Transit

- Deisel backup vehicles need to be maintained, though the fleet can be electric during peak service hours; the term 'alternate vehicles' is preferable



- Discussion on the responsibility to develop and maintain bus stops for long-distance routes in rural areas
- Discussion on SAM's approach and policies regarding homelessness, which differ from those of TriMet

### Parks & Recreation

- The County needs to provide adequate financial support for programs serving residents outside city limits
- The changing federal context may affect fundings available for grants
- Staffing needs for facility and park maintenance should be studied so that required funding levels can be understood; they should be studied separately
- Parks developed by the City need to be properly maintained; the operations and maintenance component of the master plan needs to be implemented
- The City should facilitate the establishment of a park and recreation special district
  - Discussion of concerns regarding whether the community would support a district; concerns about compression
  - Resolve to attempt the effort; empower a community group to take the lead and own the process, but assist them with funding for surveys, consultants, etc
  - Suggestion that a district could be structured to provide a funding mechanism but leave operations to the City, similar to the library district
- The City should prioritize environmental stewardship that aligns with our priorities
- All parks assets and spaces in the community should be identified so it can be determined whether there are adequate facilities to serve the community's current and future needs
- Meinig Park updates need to be completed
- Winterfest should continue to be improved and made sustainable in terms of funding and staffing
- Options should be pursued for reducing the utility charges associated with the Bornstedt Park Splash pad

### Planning and Economic Development

- The Pleasant Street Master Plan may no longer reflect the City's priorities and would need a major restart; it should be revisited and redeveloped by staff rather than with funding for a new consultant
  - New land use regulations have been established since the plan was first developed
  - Urban renewal funding priorities exist on the west end of town that may be higher priorities
  - Needs on Pleasant Street do exist, particularly sidewalk development; infrastructure enhancement should be prioritized generally
- Safe Routes to School funding should be pursued, with the participation of the school district
- Economic Development staffing is needed, whether as city staff or through a consultant
  - The Economic Development Strategic Plan needs to be implemented

- An opportunity was lost to develop the former hospice property
- Expertise and focused attention is needed to navigate the constraints of the development moratorium while maintaining some measure of economic development
- Alternative wastewater treatment options need to be explored with Public Works
- The Economic Development Strategic Plan should be incorporated as a Comprehensive Plan background document
- Clear and strategic policies should be adopted for ERU allocation
- Filling vacant buildings should be prioritized
- The City should implement policies consistent with Firewise principles
  - Pursue grants to this end
  - Explore regulations regarding defensible space, roofing materials, emergency evacuation routes, etc
- The City must stay compliant with state land use requirements
- Short term rental regulations should be pursued; flexibility should be sought with regard to usage of funds
- Outdoor burning regulations should be updated
- The City's zoning map should be updated

### Public Works

#### Streets

- The Pavement Management Plan needs to be updated, and it should be made visible and accessible to the public
- Speeding needs to be addressed in particular areas of concern around town
  - Statutory speed limit changes might be a viable options, though more information is needed about this; proactive enforcement could also potentially address the problem
  - Alternative speed detection technology could be implemented to measure true speeds on roadways
- An initial study of the intersection at Highway 211 and Dubarko Road needs to be completed to determine required budget for safety improvements.
- ADA ramps along Highway 211 need to be designed and completed as required by the jurisdictional transfer agreement.
- Traffic problems at the intersection of Ten Eyck and Hwy 26 need to be improved

#### Water

- The goals proposed by staff should be adopted; they should be consolidated for concision and clarity
- Wholesale rates need to be reviewed and updated in an equitable manner
- Tiered rates need to be explored
- SDCs for water need to be updated; opportunities should be pursued to mitigate future utility rate increases through SDC collections

### Wastewater

- The goals proposed by staff should be adopted; they should be consolidated for concision and clarity
- SDCs for wastewater need to be updated; opportunities should be pursued to mitigate future utility rate increases through SDC collections
- Discussion ensued on upcoming task orders that will be brought to the Council for consideration

### Stormwater

- The goals proposed by staff should be adopted; they should be consolidated for concision and clarity
- Stormwater master plan development needs to begin, along with a rate study; part of the plan needs to address riparian restoration
- Center medians needs to be addressed

### Good Governance and City Operations

- Improved audio and visual technology is needed in the Council Chambers
- The City's immediate space needs should be addressed, and future needs should be planned for and budgeted
- Asset management principles should be implemented across the organization
- Vehicles and other major equipment should be identified through the budget process and plans should be made in advance to pay to replace them
- A code enforcement abatement fund is needed
- Proactive and effective communication with residents is needed, particularly regarding major projects and fee impacts
  - Comprehensive and accessible information on the City's water and wastewater infrastructure challenges should be developed, including past decisions, legal restrictions, evaluated options, proposed solutions, funding strategies, and implementation plans
- The Student Resource Officer program needs to remain financially sustainable
- The City should continue to improve the customer experience for residents

### General / Miscellaneous

- Staff should increase collaboration across departments generally, and specifically on grant writing opportunities.
- Explore the possibility of hiring a grant writer
- Explore the idea of installing new banners on utility poles downtown
- The City Charter is in need of updates
- Pursue options to monetize the new parking lot
- Options should be evaluated to improve congestion at the intersection of Hwy 26 and Ten Eyck
- Interim improvements should be explored at the former Cedar Ridge site, including potential paving and necessary stormwater management

- Composition of the Urban Renewal Board should be updated
- A Heritage Advisory Board should be established to preserve and celebrate Sandy through historical preservation, public art, and heritage tourism
- A Community Awards program should be established to honor significant contributions and achievements

**ADJOURN**

DRAFT



# CITY COUNCIL MEETING

Monday, February 03, 2025 at 7:00 PM  
Sandy City Hall and via Zoom

## MINUTES

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### PLEDGE OF ALLEGIANCE

### ROLL CALL

#### PRESENT

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

### CHANGES TO THE AGENDA

(none)

### PUBLIC COMMENT (3-minute limit)

Austin Ernesti: spoke on behalf of the SICC Forest Fest event, which is entering its third year and is continuing to grow. Over 3,000 people attended the last event. Mr. Ernesti asked the City Council for \$15,000 in financial support for the 2025 event. He stated that support would allow for increased advertisement for the festival outside of town, driving further interest and commerce to local businesses. In response to Council questions, he stated he would be developing the program over the next month and would return to the City with further details on what the proposed \$15,000 would accomplish. A scholarship program dinner was also discussed.

Jim Gaithner: Stated that the City had not responded to his recent emails concerning the proposed development project on Sunset St. Stated that he had revised plans as requested by staff but no further communication was received, which is concerning because of his looming deadlines. Stated that the City cannot zone a property out of existence. In response, staff summarized recent efforts to facilitate between Mr. Gaithner and the adjacent property owner regarding potential easements, which is an unusual service for the City to provide. Staff stated that additional follow up information would be provided as soon as possible.

Following public comment, the Council discussed options to provide easier methods for members of the public to contact the Council as a group, along with the City Manager, to ensure that matters are attended to in an efficient and responsive manner.

## RESPONSE TO PREVIOUS COMMENTS

(none)

## CONSENT AGENDA

1. City Council Minutes: January 21, 2025

The Council noted that the discussion in the minutes about the Deer Pointe Park covered basketball concept should have included a clear statement that the matter will be further addressed and decided upon during the upcoming budget process.\*

**MOTION: Adopt the consent agenda as amended\***

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

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

Abstaining: Councilor Mayton

**MOTION CARRIED: 6-0-1**

## ORDINANCES

2. PUBLIC HEARING – Ordinance 2025-03: Business License Code Modifications (SMC Chapter 5.04)

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The Development Services Director summarized the staff report in the meeting packet. It was noted that business licenses are important for transit tax collection, they facilitate courtesy building department and fire safety inspections, and they also allow for important statistical reporting related to the audit.

Public Testimony

(none)

**MOTION: Close the public hearing**

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

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

**MOTION CARRIED: 7-0**

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Council Discussion

- Note that fine amounts are the same regardless of business size
- Discussion of the rationale for selecting a Class C violation rather than a higher level; clarification on enforcement procedures and incentives for compliance
- Discussion on age exemptions for minors
- Request to receive further information on the City's transit tax in the future
- Discussion on the residential rental property license process, particularly regarding whether it is desirable to charge \$85 for each lot of record plus \$6 for each unit within. It was suggested that this arrangement can be further evaluated during the next review of the City's fee schedule

The Council requested two amendments\* to the proposed ordinance text, as outlined below:

- Provide clarity in section 5.04.140(D)(1) that while the uses listed therein are exempt from residential rental property license requirements, they must still obtain business licenses
- Switch the order of sections 5.04.020(A) and (B)

**MOTION: Approve the first reading of Ordinance 2025-03 as amended\***

Motion made by Councilor Mayton, Seconded by Councilor Ramseyer.

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

**MOTION CARRIED: 7-0**

3. PUBLIC HEARING – Ordinance 2025-04: Chronic Nuisance Properties Code Modifications (SMC Chapter 8.22)

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The Development Services Director summarized the staff report in the meeting packet. It was noted that further Council discussion would be needed to add additional non-criminal nuisances.

Public Testimony

(none)

**MOTION: Close the public hearing**

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

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

**MOTION CARRIED: 7-0**

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Council Discussion

- Agreement on the need for a future work session discussion to identify additional nuisances; it was suggested that the public safety / livability task force can take on this task
- Discussion as to the City Manager's role in evaluating the appropriateness of a search warrant

It was suggested that while ideally the entire chapter should be rewritten for clarity in the future, these amendments should be adopted for now.

The Council requested three amendments\* to the proposed ordinance text, as outlined below:

- The period listed in section 8.22.10(A) should be changed from 30 days to 6 months.
- Animal cruelty should be included in section 8.22.10(C)
- Clarify the notification procedures listed in section 8.22.30 (B) and (C), and ensure property posting takes place concurrently with other notifications.

**MOTION: Approve the first reading of Ordinance 2025-04 as amended\***

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

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

**MOTION CARRIED: 7-0****NEW BUSINESS**

4. Update - Memorandum of Agreement: Sandy Police Sergeants

The City Manager summarized the staff report in the meeting packet. He clarified that the sergeants are joining the existing union, rather than forming a new organization.

**REPORT FROM THE CITY MANAGER**

- City Council photos will be taken in advance of the next meeting
- Recap of the recent goal setting process; staff will consolidate the draft goals and provide them to the Council for review



- Note that a funding package for the City's drinking water projects will be presented to the Council very soon

## COMMITTEE / COUNCIL REPORTS

### Council President Hokanson

- Thanks for the recent goal setting meeting

### Councilor Hanley

- Thanks for the recent goal setting meeting
- Library Advisory Board meeting on 2/5

### Councilor Ramseyer

- Thanks for the advocacy efforts at City Day at the Capitol

### Councilor Sheldon

- Recap of City Day at the Capitol

### Councilor Smallwood

- (none)

### Councilor Mayton

- (none)

### Mayor Walker

- A representative is needed for the Mt Hood Economic Alliance board
- Seeking a seat on the prospective library task force being organized by the County
- Recap of City Day at the Capitol, including a meeting with the Mayor of Gresham
- Recap of meeting with Mt Hood Community College president
- Recap of meeting with Senator Wyden aide
- A meeting is upcoming with Commissioner Savas
- Will send out water/wastewater oversight committee slides to the rest of the Council
- Wants a full overview of water and wastewater projects for public communication, including what options were considered, funding strategies, plans for implementation, and other important details

## STAFF UPDATES

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

## ADJOURN



# STAFF REPORT

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**Meeting Type:** City Council  
**Meeting Date:** February 18, 2025  
**From:** Kelly O’Neill Jr., Development Services Director  
**Subject:** Ordinance 2025-03: SMC Chapter 5.04 Code Modifications (2nd Reading)

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**DECISION TO BE MADE:**

Review the modifications that were requested at the public hearing on [February 3, 2025](#), and complete the second reading of Ordinance No. 2025-03 to adopt code modifications to Chapter 5.04 of the Sandy Municipal Code.

**BACKGROUND / CONTEXT:**

On February 3, 2025, the City Council held a public hearing and approved the first reading of Ordinance No. 2025-03 with two modifications to the draft code amendments for Chapter 5.04.

**KEY CONSIDERATIONS / ANALYSIS:**

Modification #1: Section 5.04.020., flip A. and B.

Modification #2: Section 5.04.140.D.1. shall have additional information stating that while exempt from residential rental property license requirements the applicable uses shall still obtain a business license.

**RECOMMENDATION:**

Staff recommends that the City Council approve the second reading of Ordinance No. 2025-03 as amended.

**SUGGESTED MOTION LANGUAGE:**

“I move to approve the second reading of Ordinance 2025-03 as amended.”

**LIST OF ATTACHMENTS / EXHIBITS:**

- Ordinance No. 2025-03
  - Exhibit A. Chapter 5.04 edits (with modifications as requested by the City Council on February 3, 2025)

**AN ORDINANCE AMENDING CHAPTER 5.04 BUSINESSES LICENSES AND REGULATION OF THE SANDY MUNICIPAL CODE.**

**WHEREAS**, Title 5, Business Licenses And Regulations of Sandy’s Municipal Code (SMC), establishes requirements for business activities in the City of Sandy; and

**WHEREAS**, the Development Services Department oversees the issuing and enforcement of the City’s Business Licenses to applicants doing business inside the City of Sandy’s boundary; and

**WHEREAS**, Title 5, Chapter 5.04 - Occupations, Professions and Businesses Tax has not been comprehensively reviewed since its enactment in 1974; and

**WHEREAS**, the current code does not adequately address the City’s current needs with regard to business license requirements, definitions, exemptions, mandatory fines, and licensing of residential rental properties; and

**WHEREAS**, the Development Services Department researched multiple jurisdictions and the League of Oregon Cities Model Business License code language to draft the attached code amendments (Exhibit A); and

**WHEREAS**, the City Council held a public hearing on February 3, 2025, allowing the public an opportunity to provide testimony on the proposed code amendments.

**NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:**

**Section 1:** The amended Title 5 Business Licenses and Regulations, Chapter 5.04, attached as Exhibit A to this Ordinance, is hereby adopted in its entirety and replaces the existing Chapter 5.04 of the Sandy Municipal Code (SMC).

**Section 2:** This ordinance shall take effect thirty days after its enactment.

This ordinance is adopted by the City Council of the City of Sandy this 18th day of February, 2025.

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Kathleen Walker, Mayor

ATTEST:

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Jeffrey Aprati, City Recorder

Sandy, Oregon, Code of Ordinances  
Title 5 BUSINESS LICENSES AND REGULATIONS

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## Title 5 BUSINESS LICENSES AND REGULATIONS

### CHAPTER 5.04 OCCUPATIONS, PROFESSIONS, AND ~~BUSINESSES~~ TAX LICENSES

#### SECTIONS

[5.04.010 Definitions](#)

[5.04.020 Purpose](#)

[5.04.030 Applicability](#)

[5.04.040 License Required](#)

[5.04.050 Business License Application Requirements](#)

[5.04.060 Fees Imposed](#)

[5.04.070 Posting and Display of License](#)

[5.04.080 Transfers and Relocations](#)

[5.04.090 Exemptions](#)

[5.04.100 Approval, Denial, Revocation, and Suspension](#)

[5.04.110 Appeal](#)

[5.04.120 Violations and Penalties](#)

[5.04.130 Severability Clause](#)

[5.04.140 Rental Licensing](#)

#### Sec. 5.04.010. Definitions. As used in this chapter:

- A. "Applicant" means the person applying for a license to operate a business within the city.
- B. "Business" means any activity, trade, profession, occupation, or pursuit that generates revenue, whether for profit or not-for-profit, regardless of the form under which the activity, trade, profession, occupation, or pursuit is operated, engaged, conducted, or carried on within the city.
- C. "Day" means a calendar day unless otherwise noted.
- D. "License" means the permission granted by the City under this chapter to operate, engage, conduct, or carry on a business within the city.
- E. "Licensee" means an applicant who has received a business license.
- F. "Person" means an individual, partnership, corporation, limited company, joint venture, cooperative or any other entity in law or in fact.

- G. “Revenue” means value received directly or indirectly in money, credits, property, services, or any other consideration for the purpose of the reimbursement of costs, sale, barter, trade for a product or service; the payment of fees, charges, dues, entrance fees, membership fees; or to make a contribution or donation.
- H. “Solicitor” means any person 18 years of age or older who goes upon the premises of any private residence in the city without invitation of the occupant or owner thereof, and who communicates in any manner for the purpose of taking orders or attempting to take orders for the sale of goods, merchandise, wares or other personal property of any nature for future delivery or for services to be performed in the future. This definition also includes any person who, without invitation of the occupant or owner, goes upon private property to request contribution of funds or anything of value, or to sell goods or services, for any political, charitable, religious, or other non-commercial purpose.

#### **~~Sec. 5.04.010. Person and business defined.~~**

~~As used in this chapter, the term "person" means all domestic and foreign corporations, associations, syndicates, partnerships of every kind, joint adventures, societies and individuals transacting and carrying on business in the city; and the term "business" means professions, trades, occupations, shops and all and every kind of calling carried on for profit or livelihood.~~

~~(Ord. No. 17-74 § 1, 1974; Ord. No. 03, 2014; Ord. No. 09, 2015)~~

#### **Sec. 5.04.020. Purpose.** This chapter is enacted, except as otherwise specified, to:

- A. Obtain valuable information for emergency responders, planning and building personnel, and economic development; and
- B. Secure revenue to assist in defraying the City’s cost of administering and enforcing its laws and ordinances and the City’s provision of certain municipal services.

#### **~~Sec. 5.04.020. Employer to pay tax.~~**

~~No person whose income is based solely on an hourly, daily, weekly, monthly or annual wage or salary shall, for the purpose of this chapter, be deemed a person transacting or carrying on any business in the city; and it is the intention that all license taxes levied herein shall be borne by the employer for the privilege of doing business in the city.~~

~~(Ord. No. 17-74 § 2, 1974)~~

#### **Sec. 5.04.030. Applicability.**

Nothing in this chapter shall be construed to apply to any person transacting and carrying on any business within the city of Sandy which is exempt from taxation or regulation by the City by virtue of the constitutions of the United States or the State of Oregon, or applicable federal or state law.

#### **~~Sec. 5.04.030. Agent liable to pay tax.~~**

~~The agents of a nonresident proprietor engaged in any business for which a license is required by this chapter shall be liable for the payment of the tax thereon as herein provided and for the penalties for failure to pay the same or to comply with the provisions of this chapter to the extent and with like effect as if such agent or agents were themselves the proprietors or owners thereof.~~

~~Any person representing himself or itself or exhibiting any sign or advertisement that he or it is engaged in any of the businesses in the city on which an occupational tax is levied by this chapter, shall be deemed to be actually engaged in such business and shall be liable for the payment of such tax, and subject to the penalties for failure to pay same.~~

~~(Ord. No. 17-74, § 3, 1974)~~

### **Sec. 5.04.040. License Required.**

- A. No person shall engage in any business within the city without first obtaining a license and paying the license fee prescribed.
- B. The provisions of this chapter shall be in addition to any other license requirements or license fees contained in this code, unless otherwise specified.
- C. A person engaged in business in more than one location shall make a separate application, pay a separate license fee, and obtain a separate license for each location, except as otherwise provided in this chapter.
  1. Only one license under this chapter is required for mobile businesses such as housekeeping services, solicitors, and other related businesses which travel throughout the city.
  2. If more than one business is conducted on the same premises, each business must obtain a separate license.
  3. Only one license under this chapter is required for businesses that operate self-service machines at multiple locations, such as vending machines or movie rental kiosks.
- D. If a person is engaged in more than one business, the person shall obtain a separate business license for each business conducted, whether conducted at a single location or multiple locations.
- E. A not-for-profit business is required to obtain a business license. A not-for-profit business with an IRS 501(c)(3) classification may file proof of such classification with the City and obtain a reduction to the business license fee, but this will not waive the mandatory third-party processing fee.
- F. A person representing themselves or exhibiting any sign or advertisement that they are engaged in a business within the city shall be deemed to be actually engaged in such business and shall be liable for the payment of such license fee and subject to the penalties for failure to comply with the requirements of this chapter. No person shall do business within the city as the agent or representative of another person unless either the principal or the agent or representative has a current, valid City business license for the business, no matter where the principal offices of that business are situated.
- G. It shall be the responsibility of all general contractors and utility companies working in the city to provide a list of all names and addresses of subcontractors under their direction to the City. Failure of any subcontractor to pay a business license may result in a "stop work" order on any project in process within the city.
- H. A business that makes space available for independent contractors to conduct business (e.g., hair salons, flea markets) or arranges for independent contractors to perform a service essential to that business (e.g., installation of products or equipment sold) shall obtain a business license. No person or person in charge of property shall lease, license, or otherwise make space available for an independent contractor if the independent contractor has not obtained a business license.

**~~Sec. 5.04.040. Purpose of chapter.~~**

~~This chapter is enacted, except as hereinafter otherwise specified, to provide revenue for municipal purposes and to provide revenue to pay for the necessary expenses required to issue the license.~~

~~(Ord. No. 17-74, § 4, 1974)~~

**Sec. 5.04.050. Business License Application Requirements.**

Each person desiring to engage in business in the city must apply for a business license in such a manner as the Development Services Director may prescribe. The application must be accompanied by the applicable license fee, listed in the City's current master fee schedule. The application must be filed with the Development Services Department and, in addition to any other information reasonably required by the Development Services Director, must contain the following information:

- A. The date of the application.
- B. The name of the business.
- C. The physical address of the business or, if no such address, the address used for income tax purposes.
- D. The mailing address of the principal office of the business.
- E. Business owner's name and address, if an individual or partnership.
- F. Property owner information (name, address, email, and phone number).
- G. A brief description of the nature of the business, including its primary or predominant business activity and the business's North American Industry Classification System (NAICS) code, if applicable.
- H. The name and address of the applicant and, if the applicant is an entity, the name and address of the authorized agent submitting an application on behalf of the applicant.
- I. The number of people employed by the business.
- J. Whether hazardous materials are on the premises as defined under ORS 466.605.
- K. The license fee tendered with the application.
- L. A verification by the applicant, or authorized agent submitting the application on behalf of the applicant of the following:
  1. The information stated in the application is true, accurate, and complete.
  2. There is an agreement to abide by all applicable codes and ordinances of the City of Sandy and to correct any hazards or violations as they pertain to the above business.
  3. There is agreement that the applicant understands that issuance of a license does not guarantee that the site, building, or use conforms to the City of Sandy land use regulations.
- M. A notice that the application is a public record, and that the City will exempt from disclosure only information of a sensitive and confidential nature to the extent required by the Oregon Public Records

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Law (ORS 192.410-192.505) and other applicable laws.

- N. Any other information necessary to enable the Development Services Director or designee to review the application to determine whether the application should be approved.

#### **Sec. 5.04.050. Applicability.**

~~Nothing in this chapter shall be construed to apply to any person transacting and carrying on any business within the city which is exempt from such license fee or regulation by the city by virtue of the Constitution or laws of the United States of America, or the constitution or laws of the state of Oregon.~~

~~(Ord. No. 17-74, § 5, 1974)~~

#### **Sec. 5.04.060. Fees Imposed.**

- A. An annual license fee is imposed on the act of doing business within the city according to the City's master fee schedule. The City Council may establish different fee amounts based on certain factors or categories, including but not limited to business location and nature of the business.
- B. Fees are due at the time of the initial application. Renewal fees are due annually by January 1 of the respective year. The business license expires on December 31.
- C. A late fee (established in the City's master fee schedule) will be assessed for any business license fee not received by the last day in February.
- D. A person doing business in the city, for whom payment of a business license fee is delinquent, shall pay a penalty fee charged daily or monthly (as established in the City's master fee schedule) or fraction thereof for which payment remains delinquent.

#### **Sec. 5.04.060. Tax not to sanction unlawful business.**

~~The levy or collection of an occupational tax upon any business shall not be construed to be a license or permit of the city to the person engaged therein to engage therein in the event such business shall be unlawful, illegal or prohibited by the laws of the state or the United States or ordinances of the city.~~

~~(Ord. No. 17-74, § 6, 1974; Ord. No. 03, 2014; Ord. 09, 2015)~~

#### **Sec. 5.04.070. Posting and Display of License.**

A licensee shall post the license in a conspicuous place upon the business premises, available for inspection by the public, and any employees and prospective employees of the business. When the licensee has no office, business premises, or other established place of business within the city, the license must be in the possession of the agent or representative of the business who is present in the city at all times during which business is being completed by the agent or representative in the city and must be made available upon request from any person. If a licensed business is based in a motor vehicle, a copy of the license must be carried in the motor vehicle.



**~~Sec. 5.04.070. Subcontractors—Failure to pay.~~**

~~It shall be the responsibility of all general contractors and utility companies working in the city to provide a list of all names and addresses of subcontractors under their direction. Failure of any subcontractor to pay an occupational tax result in a "stop work" order on any project in process within the city.~~

~~(Ord. No. 17-74, § 7, 1974)~~

**Sec. 5.04.080. Transfers and Relocations.**

- A. No transfer or assignment of any business license is permitted. If a person sells or transfers a business for which a license has been obtained, the new owner must obtain a new business license.
- B. Relocation of an Existing Business. In the event a business is relocated, the licensee shall reapply for a new business license.

**~~Sec. 5.04.080. Tax fees designated.~~**

~~The city council shall set by resolution tax fees to be imposed upon businesses, trades, shops, professions, callings and occupations.~~

~~(Ord. No. 17-74, § 8, 1974; Ord. No. 3-84, § 1, 1984; Ord. No. 18-93, § 1, 1993)~~

**Sec. 5.04.090. Exemptions.**

The following are exempt from the licensing requirement in this chapter:

- A. A service business operated by a person under the age of 18, such as a lawn mowing business, cookie sales, a lemonade stand, and the like.
- B. Garage sales, yard sales, and other similar activity conducted, carried on, or operated by an individual; provided, however, such exemption will not apply if either of the following conditions are met:
  - 1. The individual conducts, carries on, or operates more than five such sales within any calendar year; or
  - 2. Any one such sale has a duration of more than 72 consecutive hours.
- C. A person whose income is based solely on an hourly, daily, weekly, monthly, or annual wage or salary.
- D. Any business whose sole operation is at a temporary community or public event with a duration of three days or less.
- E. A person whose only business in the city is the delivery of materials or products that were purchased at the person's place of business in another jurisdiction. However, a license shall be required for a person whose primary business is the receipt and delivery of packages from and to third parties.

**~~Sec. 5.04.090. Tax year.~~**

~~The tax year for which occupational taxes shall be charged hereunder shall commence with the first day of January of each year and terminate with the close of the 31st day of December of each year. The taxing year shall~~

~~begin with the first day of January, and all taxes shall be due and payable on the first day of January of each year, which shall be in advance for the ensuing year, and if not paid before the first day of February of the respective year, the license fee will be delinquent and the penalties and rights given the city under this chapter may be imposed as hereinafter set forth, subject to further provisions set forth in Section 5.04.100.~~

~~(Ord. No. 17-74, § 9, 1974)~~

### **Sec. 5.04.100. Approval, Denial, Revocation, and Suspension.**

- A. Approval of Application. The Development Services Director or designee shall approve or deny an application for a new business license within 30 days of the submission of a complete application and required fee.
- B. Denial, Suspension, or Revocation of Application. The Development Services Director may deny, suspend, or revoke a business license upon finding that the applicant has provided false or misleading information or has omitted disclosure of a material fact on the application or in any related materials.
- C. Notice. The Development Services Director shall provide written notice to the applicant or licensee of the denial, suspension, or revocation. The notice shall state the reason for the action taken.
- D. Reapplication. A person whose application for a business license has been denied, suspended, or revoked, may apply for a license or reinstatement upon payment of the application fee and submission of an application form and any necessary related documents.

### **Sec. 5.04.100. Separate businesses—Branch establishments.**

~~If any person is engaged in operating or carrying on in the city more than one trade, shop, profession, occupation, business or calling, then such person shall pay the occupational tax prescribed for as many of said trades, businesses, professions, occupations, shops or callings as are carried on by such person.~~

~~Each branch establishment of business or location of a business conducted by any person shall, for the purposes hereof, be a separate business and subject to the tax therefor herein provided, except that warehouses used solely incidental in connection with a business licensed pursuant to the provisions of this chapter and operated by the person conducting such business shall not be separate places of business or branch establishments.~~

~~(Ord. No. 17-74, § 10, 1974)~~

### **Sec. 5.04.110. Appeal.**

In the event an application for a business license under this chapter is denied, or in the event a license is suspended or revoked, the applicant or licensee shall have the right to appeal.

- A. The written notice of appeal to the City Council shall be filed with the Development Services Director within 15 days after the license denial, suspension, or revocation.
- B. The City Council shall hear and make a determination in regard to the appeal at a regularly scheduled meeting within 60 days of the filing of the appeal.

- C. The decision of the City Council on the appeal shall be final and conclusive.

**~~Sec. 5.04.110. Proration of tax.~~**

~~Occupational taxes for persons engaged in any trade, shop, business, occupation, profession or calling after July 1 shall be prorated at one-half the full year rate.~~

~~(Ord. No. 17-74, § 11, 1974)~~

**Sec. 5.04.120. Violations and Penalties.**

- A. Any person violating any of the provisions of this chapter shall be in violation of a Class C Civil Infraction and is subject to the Forfeitures defined in Section 1.18.050. Each day on which a violation occurs or continues shall be considered a separate violation.
- B. Inspection and Right of Entry. Whenever they shall have cause to suspect a violation of any provisions of this chapter, or when necessary to investigate an application to, or revocation of a license under any of the procedures prescribed in this chapter, officials for the enforcement or administration of this chapter, or their duly authorized representatives, may enter on any site, or into any structure, for the purpose of investigation. If an owner or occupant denies access for an inspection, the City may seek a warrant. No premises not open to the public shall be entered without the consent of the owner or occupant unless under the authority of a lawful warrant.
- C. Legal Proceedings by City Attorney. In addition to the enforcement provisions of this chapter, upon request by the City Council, the City Attorney may institute any additional proceedings, including, but not limited to, seeking injunctive relief to enforce the provisions of this chapter.

**~~Sec. 5.04.120. Application for license.~~**

~~On or before the first day of January of each and every tax year as herein provided, after the passage of the ordinance codified herein, every person as herein defined, engaged in business as defined herein, in the city, which said businesses are in this chapter scheduled and designated, shall make application to the city recorder upon suitable blanks furnished by the city, for a license to carry on his business for the license year and at the time of filing same shall make payment of the tax fee herein required. Said application shall be filed with the recorder for use of city officials.~~

~~(Ord. No. 17-74, § 12, 1974)~~

**Sec. 5.04.130. Severability Clause.**

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this chapter shall not affect the validity of the remaining parts of this chapter.

**~~Sec. 5.04.130. Transfer or assignment.~~**

~~No transfer or assignment of any occupational tax herein provided shall be made without consent of the city manager. An entry of such transfer shall be made by the recorder in the record of taxes, for which entry the recorder shall charge and receive the sum of \$10.00.~~

~~(Ord. No. 17-74, § 13, 1974)~~

### **Sec. 5.04.140. Residential Rental Property License Required**

- A. Except as otherwise provided in this section, no person shall maintain or operate a residential rental property within the city without first obtaining a residential rental property license. An application for a residential rental property license shall be filed with the Development Services Department in such a manner as the Development Services Director may prescribe.
- B. The requirements of this section shall apply to the following residential rental property classifications:
1. Owner-occupied dwellings containing one or more residential rental units;
  2. Non-owner-occupied dwellings containing one or more residential rental units; and
  3. Owner-occupied dwellings containing one or more sleeping units or rooming units rented or leased.
- C. Residential rental property shall be deemed to be operated/rented and subject to the provisions of this chapter if any unit within the property has been occupied by a tenant or advertised for rent within the last 12 months.
- D. The requirements of Section 5.04.140 shall not apply to:
1. Motels, hotels, short-term rentals, rooming houses, assisted living facilities, adult foster care homes administered by the State of Oregon, or temporary housing. These uses require a business license but are not considered a residential rental property.
  2. Approved accessory dwellings, sleeping units, or rooming units, occupied by a person or person from whom the owner does not collect any monetary compensation.
- E. In order to obtain or renew a residential rental property license, the owner or designated agent must submit an application containing the following information concerning each residential rental property that they own in the city:
1. The owner(s) name, address, telephone number(s), and email address, if applicable;
  2. The name, address, telephone number(s), and email address of the owner's designated agent, if applicable;
  3. The address of the residential rental property and the number of rental units; and,
  4. Such other information as may be reasonably required by the Development Services Director.
- F. The owner or designated agent must certify the truthfulness and accuracy of the information that is provided in the residential rental property license application.
- G. The owner or designated agent must submit the completed residential rental property license application to the Development Services Department prior to commencing rental or advertisement for rental of the property.
- H. The owner or designated agent must inform the Development Services Department of any change concerning the information contained in the residential rental property license application within 30 calendar days of such change.

- I. The application shall be accompanied by the fee required for the residential rental property license as established in the City's master fee schedule. Renewal fees are due annually by January 1 of the respective year. The license expires on December 31. A late fee (established in the City's master fee schedule) will be assessed for any residential rental property license fee not received by the last day in February.
- J. A license issued under Section 5.04.140 is not transferable to a new owner or from one property to another.

#### **~~Sec. 5.04.140. Compliance—Delinquent fee.~~**

~~It is unlawful for any person to willfully make any false or misleading statement to the recorder in his application for the purpose of determining the amount of any occupational tax herein provided to be paid by any such person, or to fail or refuse to comply with any of the provisions of this chapter to be complied with or observed by such person, or to fail or refuse to pay before, the same shall be delinquent, any occupational tax or penalty required to be paid by any such person.~~

~~In the event any person required to pay an occupational tax fails or neglects to pay the same before the same becomes delinquent, the recorder shall collect upon the payment thereof and in addition thereto a penalty of five percent thereof for each calendar month or fraction thereof the same shall be delinquent.~~

~~The conviction of any person for violation of any of the provisions of this chapter shall not operate to relieve such person from paying any occupational tax or penalty thereupon for which such person shall be liable, nor shall the payment of any such tax be a bar to or prevent any prosecution in the city municipal court of any complaint for the violation of any of the provisions of this chapter.~~

~~(Ord. No. 17-74, § 14, 1974)~~

#### **~~Sec. 5.04.150. City rights—Reclassification and change in fees.~~**

~~Nothing herein contained shall be taken or construed as vesting any right in any licensee as a contract obligation on the part of the city as to the amount or character of license hereunder, and such occupational tax may be increased or decreased in any or all instances at any time by said city, and any trade, business, profession or occupation herein scheduled may be reclassified or sub-classified at any time, and all occupational taxes herein levied shall be due and payable in advance.~~

~~(Ord. No. 17-74, § 15, 1974)~~

#### **~~Sec. 5.04.160. Violation—Penalty.~~**

~~Any person violating any of the provisions of this chapter shall upon conviction thereof in the municipal court of the city, be punished by a fine of not to exceed \$100.00, or by imprisonment in the county jail not to exceed 30 days, or by both fine and imprisonment, in the discretion of the municipal judge.~~

~~(Ord. No. 17-74, § 16, 1974)~~

#### **~~Sec. 5.04.170. Legal action by city.~~**

~~In addition to the penalty provided for the violation of this chapter, and as separate and distinct remedies, the city may sue in any court of competent jurisdiction to obtain judgment and enforce collection of the occupational taxes, or any of them, due under this chapter, and may avail itself of the right of mandamus or injunction in such courts to properly enforce the provisions of this chapter.~~

~~(Ord. No. 17-74, § 17, 1974)~~

~~**Sec. 5.04.180. Receipt and disbursement of moneys.**~~

~~The recorder is authorized to receive such occupational taxes on and after the first day of the month immediately preceding the first day of the license year for which it is paid. Said moneys received from such occupational taxes shall be placed in the general fund.~~

~~(Ord. No. 17-74, § 18, 1974)~~

~~**Sec. 5.04.190. Display of license.**~~

~~Occupational tax licenses (business licenses) shall be openly displayed in the place of business so taxed, if such place of business is within the city, or shall be carried by these persons, their employees or agents, engaged in business in the city but whose place of business is outside the city.~~

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# STAFF REPORT

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**Meeting Type:** City Council  
**Meeting Date:** February 18, 2025  
**From:** Kelly O’Neill Jr., Development Services Director  
**Subject:** Ordinance 2025-04: SMC Chapter 8.22 Code Modifications (2nd Reading)

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**DECISION TO BE MADE:**

Review the modifications that were requested at the public hearing on [February 3, 2025](#), and complete the second reading of Ordinance No. 2025-04 to adopt code modifications to Chapter 8.22 of the Sandy Municipal Code.

**BACKGROUND / CONTEXT:**

On February 3, 2025, the City Council held a public hearing and approved the first reading of Ordinance No. 2025-04 with three modifications to the draft code amendments for Chapter 8.22.

**KEY CONSIDERATIONS / ANALYSIS:**

Modification #1: Section 8.22.10.1., 2., and 3. should be modified from a 30-day period to 6 months. Staff modified it to a 180-day period.

Modification #2: Section 8.22.10.C. needs an additional nuisance activity associated with animal cruelty. Staff added 19. to this section based on advice from the Oregon Humane Society.

Modification #3: Section 8.22.30.B.5. and C. needs to be modified to be clearer on procedural steps and restructured in the correct order. Staff and the City Attorney made modifications as directed by the City Council to make this section clearer.

**RECOMMENDATION:**

Staff recommends that the City Council approve the second reading of Ordinance No. 2025-04 as amended.

**SUGGESTED MOTION LANGUAGE:**

“I move to approve the second reading of Ordinance 2025-04 as amended.”

**LIST OF ATTACHMENTS / EXHIBITS:**

- Ordinance No. 2025-04
  - Exhibit A. Chapter 8.22 edits (with modifications as requested by the City Council on February 3, 2025)





**ORDINANCE NO. 2025-04**

**AN ORDINANCE AMENDING SANDY MUNICIPAL CODE CHAPTER 8.22: CHRONIC NUISANCE PROPERTIES**

**WHEREAS**, the City Council requested changes to the Sandy Municipal Code to update, improve, and standardize enforcement processes across various chapters; and

**WHEREAS**, as part of those efforts, staff prepared amendments to the Sandy Municipal Code, Chapter 8.22 Chronic Nuisance Properties to allow the City Manager to declare properties as a chronic nuisance for violations, expand the list of eligible violation types, and make other improvements; and

**WHEREAS**, the City Council held a public hearing on February 3, 2025, allowing the public an opportunity to provide testimony on the proposed code amendments.

**NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:**

**Section 1:** Sandy Municipal Code Chapter 8.22: Chronic Nuisance Properties is hereby amended as detailed in Exhibit A, which is attached to this Ordinance.

**Section 2:** This ordinance shall take effect thirty days after its enactment.

This ordinance is adopted by the City Council of the City of Sandy this 18th day of February, 2025.

\_\_\_\_\_  
Kathleen Walker, Mayor

ATTEST:

\_\_\_\_\_  
Jeffrey Aprati, City Recorder

Title 8 - HEALTH AND SAFETY  
CHAPTER 8.22 CHRONIC NUISANCE PROPERTIES

## CHAPTER 8.22 CHRONIC NUISANCE PROPERTIES

### Sec. 8.22.10. Definitions.

A. *Chronic Nuisance Property.*

1. Property on which three or more Nuisance Activities exist or have occurred during any ~~30~~180-day period; or
2. Property on which or within 200 linear feet of any portion of which any person associated with the property has engaged in three or more Nuisance Activities during any ~~30~~180-day period; or
3. Property that, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, and ORS 475.005 through ~~475.285 and/or 475.940 through 475.995~~80 has occurred within the previous ~~30~~180 days, and the City Manager or Chief of Police has determined that the search warrant was based on evidence of continuous or repeated Nuisance Activities at the property; or
4. Property on which continuous or repeated Nuisance Activities as defined in Subsection C. below exist or have occurred

B. *Control.* The ability to regulate, restrain, dominate, counteract, or govern property, or conduct that occurs on a property.

C. *Nuisance Activities.* Any of the following activities, behaviors or conduct:

1. Harassment as defined in ORS 166.065 ~~(1)(a)~~.
2. ~~Intimidation~~-Bias crime as defined in ORS 166.155 through 166.165.
3. Disorderly conduct as defined in ORS ~~166.023 through~~ 166.025.
4. Assault, strangulation, or menacing as defined in ORS 163.160 through 163.190.
5. Sexual abuse, contributing to the delinquency of a minor, or sexual misconduct as defined in ORS 163.415 through 163.445.
6. Public indecency as defined in ORS 163.465.
7. Prostitution or related offenses as defined in ORS 167.007 through 167.017.
8. Alcoholic liquor violations as defined in ORS Chapter 471.105 through 471.482.
9. Offensive littering as defined in ORS 164.805.
10. Criminal trespass as defined in ORS 164.243 through 164.265.
11. Theft as defined in ORS 164.015 through 164.1430.
12. Arson or related offenses as defined in ORS 164.3015 through 164.33542.
13. Possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, and ORS 475.005 through ~~475.285, and/or 475.940 through 475.995~~80.
14. Illegal gambling and related offenses as defined in ORS 167.117, and ~~for~~ ORS 167.122 through ORS 167.1247.

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15. Criminal mischief as defined in ORS 164.345 through 164.365.
16. Any attempt to commit (as defined in ORS 161.405), ~~and~~/or conspire to commit (as defined in ORS 161.450), any of the above activities, behavior or conduct.
17. Fire or discharge of a firearm as defined in ORS 166.
18. Disorderly conduct as defined in [SMC 9.02.1](#) or ORS 166.023 and 166.025.
19. [Animal abuse, neglect, abandonment, or fighting, unlawful tethering, sexual assault of an animal, or dog fighting as defined in ORS 167.315 through 167.330, 167.333, 167.340, 167.343, 167.355, and 167.365.](#)

- D. *Person.* Any natural person, agent, association, firm, partnership, corporation or other entity capable of owning, occupying, or using property in the ~~C~~city of Sandy.
- E. *Person Associated With.* Any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize, or visit a property or person present on a property, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, person in charge, or owner of a property.
- F. *Person in Charge.* Any person, in actual or constructive possession of a property, including but not limited to an owner or occupant of property under his or her ownership or control.
- G. *Property.* Any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent. For property consisting of more than one unit, property may be limited to the unit or the portion of the property on which any nuisance activity has occurred or is occurring, but includes areas of the property used in common by all units of property including without limitation other structures erected on the property and areas used for parking, loading, and landscaping.

(Ord. No. 03, 2011; Ord. No. 16, 2014)

### Sec. 8.22.20. Violation.

- A. Any property determined by the [City Manager or e](#)Chief of ~~p~~P~~o~~lice to be chronic nuisance property is in violation of this Chapter and subject to its remedies.
- B. Any person in charge of property determined by the [City Manager or e](#)Chief of ~~p~~P~~o~~lice to be a chronic nuisance property is in violation of this chapter and subject to its remedies.

(Ord. No. 03, 2011)

### Sec. 8.22.30. Procedures.

- A. When the [City Manager or e](#)Chief of ~~p~~P~~o~~lice ~~receives~~ [becomes aware of](#) two or more police reports documenting the occurrence of nuisance activities on or within 200 feet of a property [which appear to meet the requirements of SMC 8.22.10](#), the [City Manager or e](#)Chief of ~~p~~P~~o~~lice shall independently review such reports to determine whether they describe the activities, behaviors or conduct enumerated under SMC 8.22.10-~~C.1.~~—~~C.19~~. Upon such a finding, the [City Manager or e](#)Chief of ~~p~~P~~o~~lice may notify the person in charge in writing that the property is in danger of becoming chronic nuisance property. The notice shall contain the following information:
  1. The street address or a legal description sufficient for identification of the property.

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2. A statement that the [City Manager or eChief of pPolice](#) has information that the property may be chronic nuisance property, with a concise description of the nuisance activities that exist, or that have occurred. The [City Manager or eChief of pPolice](#) shall offer the person in charge an opportunity to propose a course of action that the [City Manager or eChief of pPolice](#) agrees will abate the nuisance activities giving rise to the violation.
  3. Demand that the person in charge respond to the [City Manager or eChief of pPolice](#) within ten days to discuss the nuisance activities.
- B. When the [City Manager or eChief of pPolice](#) receives a police report documenting the occurrence of additional nuisance activity on or within 200 [linear](#) feet of a property after notification as provided by ~~s~~[Subsection A.](#) of this section; or, in the case of chronic nuisance property as defined in SMC 8.22.10.A.3. or A.4., for which notice under ~~s~~[Subsection A.](#) of this section is not required, the [City Manager or eChief of pPolice](#) shall notify the person in charge in writing that the property has been determined to be a chronic nuisance property. The notice shall contain the following information:
1. The street address or a legal description sufficient for identification of the property.
  2. A statement that the [City Manager or eChief of pPolice](#) has determined the property to be chronic nuisance property with a concise description of the nuisance activities leading to his/her determination.
  3. Demand that the person in charge respond within ten days to the [City Manager or eChief of pPolice](#) and propose a course of action that the [City Manager or eChief of pPolice](#) agrees will abate the nuisance activities giving rise to the violation.
  - ~~4.— Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the person in charge at the address of the property determined to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the chief of police.~~
  - ~~5.— A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the property is located, and/or the occupant at the address of the property, if these persons are different than the person in charge, and shall be made either personally or by certified first class mail, postage prepaid.~~
  - ~~6.— The chief of police or his delegate shall prepare an affidavit of mailing for any mailing of notice required under this subsection.~~
- C. [The following additional provisions shall apply to notice provided under Subsection B above:](#)
- [1. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the person in charge at the address of the property determined to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the City Manager or Chief of Police.](#)
  - [2. A copy of the notice shall be served on the owner at the address shown on the tax rolls of the county in which the property is located, and/or the occupant at the address of the property, if these persons are different than the person in charge and shall be made either personally or by certified first class mail, postage prepaid.](#)
  - [3. A copy of the notice shall also be posted at the property.](#)
  - [4. The City Manager or Chief of Police or their delegate shall prepare an affidavit of mailing for any mailing of notice required under Subsection B.](#)

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~~If the person in charge fails to respond as required by subsection B.3. of this section, the chief of police may refer the matter to the city attorney. Prior to referring the matter to the city attorney, the notice required by subsection B. of this section shall also be posted at the property.~~

- D. ~~If the person in charge fails to respond as required by Subsection B.3. of this section, the City Manager or Chief of Police may refer the matter to the City Attorney.~~ If the person in charge responds as required by ~~s~~Subsection B.3. of this section and agrees to abate nuisance activities giving rise to the violation, the ~~City Manager or~~ ~~e~~Chief of ~~p~~Police may postpone referring the matter to the ~~e~~City ~~a~~Attorney. If an agreed course of action does not result in the abatement of the nuisance activities within 60 days; or, if no agreement concerning abatement is reached within 60 days, the ~~City Manager or~~ ~~e~~Chief of ~~p~~Police may refer the matter to the ~~e~~City ~~a~~Attorney.
- E. When a person in charge makes a response to the ~~City Manager or~~ ~~e~~Chief of ~~p~~Police as required by ~~s~~Subsections A.3. or B.3. of this section, any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any nuisance activities have occurred or are occurring. This subsection does not require the exclusion of any evidence that is otherwise admissible or offered for any other purpose.
- F. The failure of any person to receive notice as provided by ~~s~~Subsections A.3. or B.3. of this section shall not invalidate or otherwise affect the proceedings under this chapter.

(Ord. No. 03, 2011)

#### **Sec. 8.22.40. Commencement of actions; remedies; burden of proof.**

- A. The ~~e~~City ~~a~~Attorney may commence legal proceedings in any court of competent jurisdiction, including Sandy Municipal Court and Clackamas Circuit Court, to abate chronic nuisance property and to seek closure, the imposition of civil penalties against any or all of the persons in charge thereof, and any other relief deemed appropriate.
- B. If the court determines property to be chronic nuisance property, the court ~~shall~~ may order that the property be closed and secured against all unauthorized access, use and occupancy for a period of not less than six months, nor more than one year. The order shall be entered as part of the final judgment. The court shall retain jurisdiction during any period of closure.
- C. If the court determines a property to be chronic nuisance property, the court may impose a civil penalty ~~of up to \$200.00~~ equivalent to a Class A Violation under SMC 1.18 per nuisance activity per day for each day nuisance activities occurred on the property, following notice pursuant to SMC 8.22.30.B.; or, the cost to the ~~e~~City to abate the nuisance activities at the property, whichever is greater. The amount of the civil penalty shall be assessed against the person in charge and/or the property and may be included in the ~~e~~City's money judgment. The civil penalties assessed under this section shall be in addition to and not in lieu of any penalties for the underlying activities otherwise established by law.
- D. If satisfied of the good faith of the person in charge, the court shall not award civil penalties if the court finds that the person in charge at all material times could not, in the exercise of reasonable care or diligence, determine that the property had become chronic nuisance property.
- E. In establishing the amount of any civil penalty, the court may consider any of the following factors and shall cite those found applicable:
1. The actions taken by the person in charge to mitigate or correct the nuisance activities at the property;
  2. The financial condition of the person in charge;
  3. Repeated or continuous nature of the problem;
  4. The magnitude or gravity of the problem;

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5. The cooperation of the person in charge with the eCity;
  6. The cost to the eCity of investigating and correcting or attempting to correct the nuisance activities;
  7. Any other factor deemed relevant by the court.
- 8F. The eCity shall have the initial burden of proof to show by a preponderance of the evidence that the property is chronic nuisance property.
- G. Evidence of a property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

(Ord. No. 03, 2011)

### **Sec. 8.22.50. Summary closure.**

Any summary closure proceeding shall be based on evidence showing that nuisance activities exist or have occurred on the property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of ORCP 79 for obtaining temporary restraining orders. In the event of summary closure, the eCity is not required to comply with the notification procedures set forth in SMC 8.22.30.

(Ord. No. 03, 2011)

### **Sec. 8.22.60. Enforcement.**

- A. The court may authorize the eCity to physically secure the property against all unauthorized access, use or occupancy in the event that the person in charge fails to do so within the time specified by the court. In the event the court authorizes the eCity to secure the property, the eCity shall recover all costs reasonably incurred by the eCity to physically secure the property as provided by this section. The eCity shall prepare a statement of costs incurred in physically securing the property and the eCity shall thereafter submit that statement to the court for its review as provided by ORCP 68.
- B. The person in charge shall pay reasonable relocation costs of a tenant as defined by ORS 90.100(248), if, without actual notice, the tenant moved into the property after either:
  1. A person in charge received notice of the determination of the City Manager or eChief of pPolice pursuant to SMC 8.22.30.B.; or
  2. A person in charge received notice of an action brought pursuant to SMC 8.22.50.
- C. A lien shall be created against the property for the amount of the eCity's money judgment. In addition, any person who is assessed penalties under SMC 8.22.40.C. and/or costs under SMC 8.22.60.A. shall be personally liable for payment thereof to the eCity. Judgments imposed by this chapter shall bear interest at the statutory rate.

(Ord. No. 03, 2011)

### **Sec. 8.22.70. Attorney fees.**

The court may, in its discretion, award attorneys' fees to the prevailing party.

(Ord. No. 03, 2011)



# STAFF REPORT

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**Meeting Type:** City Council  
**Meeting Date:** February 18, 2025  
**From:** AJ Thorne, Assistant Public Works Director  
**Subject:** Task Order Approval: Engineering Evaluation of Sandy's Wastewater Flows on Gresham's Treatment Plant

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## DECISION TO BE MADE:

Whether to authorize the City Manager to execute a task order with Sandy's wastewater program manager, Stantec, to perform an engineering analysis of the impact of Sandy's wastewater flows on Gresham's treatment plant.

## BACKGROUND / CONTEXT:

On [December 2, 2024](#), the Council directed staff to proceed with confirming the feasibility of sending Sandy's wastewater flows to Gresham's Wastewater Treatment Plant (WWTP) for treatment and discharge. Accordingly, staff began escalating planning conversations with Gresham and working toward this goal through a multi-faceted approach.

As stated in [the recently signed Memorandum of Understanding \(MOU\) with Gresham](#), there are three areas of study required to confirm the feasibility of a connection from Sandy to Gresham's WWTP:

1. Engineering Evaluation of Sandy's Wastewater Flows on Gresham's Treatment Plant
2. (If required) Engineering Evaluation of Gresham's Wastewater Collection System
3. Preliminary Engineering Routing Study for Sandy Force Main / Pipeline

This staff report addresses Task 1 above; it is being paired with Task 3 above for Council consideration at this meeting. Task 2 above, if required, would involve determining capacity improvements through Gresham's collection system to accommodate the added flow. The need for this third piece may be brought before Council at a later date if necessary.

Gresham's most recent WWTP master plan is due for an update. While it would be ideal to tie Sandy's flow projections into Gresham's next plan update, Sandy's timeline does not make this possible. Sandy and Gresham have agreed that the best course of action is for Sandy to perform an analysis of Gresham's WWTP and determine the impact of the of adding Sandy's wastewater flow. This approach will allow Sandy to continue building momentum for this solution and proceed without further delay.

## KEY CONSIDERATIONS / ANALYSIS:

With Sandy's need to move quickly to confirm the viability of the regional treatment alternative, unique situations are likely to arise. In this case, it is not a common practice for one city to perform a study of

another's WWTP. However, in light of Sandy's need to confirm the regional treatment solution in a timely manner, this is the best option. Sandy will not be developing a comprehensive plan for Gresham's WWTP; rather, we will only be determining the impact of Sandy's flow on the current infrastructure in place in Gresham. Gresham will provide current and future numbers for its own flows, as well as those of its partner cities currently connected to Gresham's WWTP. With Sandy's recent work, the characteristics of our city's current and future flows have already been determined.

Assuming the Council approves this task order, Stantec will be able to work quickly on this project. The current schedule anticipates that a final engineering analysis document will be prepared by the end of October of this year. Gresham's staff will be included in reviews of material throughout the process to keep this timeline and ensure both parties agree with the results of this study. This form of analysis will generally be significantly faster than a full master planning effort.

The City Attorney has confirmed that awarding this work to our existing program manager is acceptable for the services in question. The same has already been confirmed with our WIFIA funding sources. The task order is within the scope of our existing contract with Stantec. This procurement approach will move this project along much more quickly and efficiently than alternative approaches.

#### **BUDGET IMPACT:**

This work has been quoted by Stantec at \$332,198.20. This project, paired with the task order to perform the preliminary engineering routing study (Task 3 above; \$279,166.51) will increase Stantec's wastewater program budget from a not-to-exceed (NTE) of \$ 3,577,252.80 to a NTE of \$4,188,617.51.

This scope of work was initially budgeted as part of the Sandy River Outfall project and will be paid for with funds from our WIFIA loan originally designated for the Sandy River Outfall, resulting in **no net increase to the overall Sandy Clean Waters budget**. The EPA (the distributors of the WIFIA program funds) has confirmed that the change in project scope, shifting from the Sandy River Outfall to the Regional Treatment Solution, is acceptable. These changes are currently being processed by the EPA.

#### **RECOMMENDATION:**

Authorize the City Manager to sign the Task Order 4 amendment (Amendment 7) with Stantec to provide engineering services to complete a study to determine the ability of the Gresham Wastewater Treatment Plant (WWTP) to accept existing and projected future flow from the City of Sandy. The task order is for a not-to-exceed budget of \$332,198.20.

#### **SUGGESTED MOTION LANGUAGE:**

"I move to authorize the City Manager to execute Task Order 4 with Stantec for engineering services to confirm the capacity of the Gresham Wastewater Treatment Plant (WWTP) to accept existing and projected future flow from the City of Sandy, as included in the meeting packet."

#### **LIST OF ATTACHMENTS / EXHIBITS:**

- Task Order 4 Scope of work and fee
- [Executed MOU with Gresham](#)



AMENDMENT NO. 7  
to the  
PROFESSIONAL SERVICES AGREEMENT

Between  
CITY OF SANDY and STANTEC CONSULTING SERVICES, INC.

This Amendment is made and entered into 19 day of February 2025, by and between the City of Sandy, OR (hereinafter "City"), whose address for any formal notice is 39250 Pioneer Blvd. Sandy OR, 97055 and Stantec Consulting Services, Inc. (hereinafter "Contractor") with an office at 601 SW 2<sup>nd</sup> Ave, 14<sup>th</sup> Floor Portland, Oregon 97204. This is Amendment No. 7 to the Agreement Dated February 14, 2023, between City and Contractor.

Now, therefore, City and Contractor agree to amend the Agreement as follows:

1. The Scope of Services in Exhibit A is amended as Task Order No. 4 to provide engineering services to complete a study to determine the ability of the Gresham Wastewater Treatment Plant (WWTP) to accept existing and projected future flow from the City of Sandy.
2. The Fee in Exhibit B is \$332,198.20.

All other terms and conditions of the Contract remain unchanged by this Amendment and are in full force and effect.

Both parties indicate their approval of this Amendment by their signatures below.

STANTEC CONSULTING SERVICES, INC.

CITY OF SANDY, OREGON

Authorized signature:

Authorized signature:

*Dick Talley*

Name: Dick Talley, Vice President

Name: \_\_\_\_\_

Date: February 11th, 2025

Date: \_\_\_\_\_

## **BACKGROUND**

The City of Sandy's (Sandy's) 2024 Draft Wastewater Facility Plan Amendment (Facility Plan Amendment) evaluates alternatives identified in the Consent Decree between the City of Sandy, the United States Environmental Protection Agency's (EPA) and the State of Oregon through the Oregon Department of Environmental Quality (DEQ). The Facility Plan Amendment evaluates new additional treatment alternatives located on or near the existing Sandy wastewater treatment plant site. A concept-level screening approach was applied to five possible wastewater treatment alternatives to identify economic, regulatory, implementation, and resiliency challenges.

Alternative 4, the Regional Treatment Plant concept, consists of pumping Sandy's untreated wastewater to an adjacent treatment facility by constructing a new pump station and pipeline conveying raw wastewater to a wastewater treatment plant owned and operated by the City of Gresham, Oregon. This is the preferred alternative identified in the Draft Facility Plan Amendment.

## **SCOPE OF SERVICES:**

The scope of engineering services described herein will be provided by Stantec to complete a study to determine the ability of the Gresham's Wastewater Treatment Plant (WWTP) to accept existing and projected future flow from the City of Sandy. The objective of this study is to evaluate and document impacts of additional wastewater flow and loading on the Gresham WWTP on the wastewater treatment processes and discharge requirements. This evaluation will help inform the intergovernmental agreements, financial agreements, and stakeholder communication regarding the City of Gresham becoming a wholesale provider of wastewater treatment and discharge for flows from Sandy.

## **Assumptions:**

- Planning horizon is 15 years (through 2040) to align with the City of Sandy Draft Facility Plan Amendment (2024)
- Projected population growth and projected future flow and loading for the WWTP current service area will be provided by City of Gresham
- Projected future flow and loading from Fairview and Wood Village will be provided by City of Gresham
- Influent, effluent, and plant operating data for the period of calendar years 2019 through 2024 will be provided by City of Gresham
- Effort is focused on hydraulic and treatment capacity only; no assessment of condition, reliability, or redundancy is included.

# EXHIBIT A - SCOPE OF SERVICES Item # 7.

Gresham to provide information regarding improvements required during planning horizon

- Hydraulic and biological process models will be developed based on available as-built and operations and maintenance (O&M) information, however team can use existing models if available
- Alternatives to existing wastewater treatment processes will not be considered. Additional capacity needs, if required, will be met by expanding existing treatment processes.

## **Tasks:**

### **Task 1: Project Management and Meetings.**

Consultant will provide general project management and coordination between the Program team, City of Sandy, and City of Gresham. Activities will include:

- 1.1 Project Coordination. Prepare for and conduct bi-weekly meetings with City of Sandy and Program team to review progress and discuss outstanding issues and questions. Staff from City of Gresham may be included as needed to discuss specific topics. These will be one (1) hour virtual meetings (e.g. Teams meeting) with up to two (2) Stantec team members attending.
- 1.2 Kickoff Meeting. Prepare for and conduct a Project Kickoff Meeting to review the Facility Plan scope, budget, and schedule, review framework and planning criteria, and discuss available information and data request. This will be an in-person meeting for two (2) hours with up to three (3) Stantec team members attending.
- 1.3 Project Workshops. Prepare for and conduct project workshops and review meetings with City of Sandy and City of Gresham staff. It is anticipated that four review workshops will be conducted including a Data Review workshop, Capacity Review workshop, Final Recommendations workshop, and Draft Engineering Evaluation Report comment review workshop. These will be in-person workshops for two (2) hours with up to three (3) Stantec team members attending.
- 1.4 Council Updates. Prepare materials for two updates to Sandy City Council and two updates to Gresham City Council or other designated body. It is anticipated that two (2) Stantec team members will attend meetings and brief Council members.

### *Deliverables:*

- Meeting/Workshop agendas, content and minutes
- 

### **Task 2: RFI and Data Review**

# EXHIBIT A - SCOPE OF SERVICES Item # 7.

Consultant will prepare a data request and review existing information to document the current plant processes and capacities, review previous studies and record drawings, and understand planned improvements.

Activities will include:

- 2.1 Requests for Information. Prepare requests for information (RFIs) for the City of Gresham. RFIs will include information such as influent flow and loading, process data, record drawings, previous Facility Plans, and population and future industrial discharge projections. Once the initial RFI has been prepared and data reviewed, a subsequent RFI #2 may be prepared to request additional information needed.
- 2.2 Site Visit. Conduct a site visit with City of Gresham staff to support facility understanding, operation, and potential implications of accepting flow from City of Sandy. This visit will be three (3) hours with up to three (3) Stantec team members attending.

*Deliverables:*

- RFI #1 including, at a minimum, information identified above
- RFI #2 (optional) including follow-up data requests as needed

## **Task 3: Flow and Wasteload Projections**

Consultant will evaluate recent (2019 thru 2024) influent conditions and population forecast to develop projections of future influent flow and loading through year 2040 with and without flow from the City of Sandy. Activities will include:

- 3.1 Population Projections. Summarize 15-year population projections based on information reflected in Sandy Draft Facility Plan Amendment (2024) and information provided by the City of Gresham.
- 3.2 Flow and Load Estimates. Review influent data for the period of 2019 through 2024 to identify flow and loading trends and establish future projections under average, maximum month, maximum day, and peak instantaneous flows.
- 3.3 Known or Anticipated Changes. Conduct a meeting with City of Gresham to discuss anticipated changes that would contribute additional flow and load to the facility (e.g., large industrial discharges or additional organic materials for co-digestion). Agree upon expected waste characteristics, timing, and method of introduction into the existing facility. This will be a one (1) hour virtual meeting (e.g. Teams meeting) with up to three (3) Stantec team members attending.
- 3.4 City of Sandy Wastewater Projections. Conduct a meeting with City of Gresham to review projected current and future wastewater flow and loadings and identify any pretreatment measures required or desired by the City of Gresham. This will be a one (1) hour virtual meeting (e.g. Teams meeting) with up to three (3) Stantec team members

attending, and may be combined with the meeting included in Task 3.3.

- 3.5 Summary Technical Memo. Prepare a brief technical memorandum (TM) documenting the future influent flow and loading that will be used as a basis of evaluating available and needed capacity. Draft version will be prepared and submitted to City of Gresham and Sandy for review and comment. Following completion of the review period, Consultant will prepare and submit Final TM.

*Deliverables:*

- Draft and Final TM summarizing Future Flow and Loading through year 2040

## **Task 4: Regulatory Requirements**

Consultant will review the City's existing NPDES permit as well as potential future regulatory requirements to assess the potential impact of accepting additional flow from Sandy.

- 4.1 Summarize Permit Requirements. Review and summarize current permit requirements and anticipated future permit requirements that may impact plant operation or capital improvements. This will be a high-level review focused on the existing NPDES permit and will be based on publicly-available information regarding state and federal regulatory guidance. This task will not include any direct communication with the Oregon Department of Environmental Quality (DEQ).
- 4.2 Impacts of Sandy Discharge. Evaluate the impacts of flows and loads from Sandy on the ability of the WWTP to comply with existing and potential future regulatory requirements.
- 4.2 Summary Memo. Prepare a brief TM documenting the current and potential future regulatory requirements and potential impacts of flow from the City of Sandy. . Draft version will be prepared and submitted to City of Gresham and Sandy for review and comment. Following completion of the review period, Consultant will prepare and submit Final TM.

*Deliverables:*

- Draft and Final TM summarizing Regulatory Requirements

## **Task 5: Review of Capacity Needs**

Consultant will document unit process design criteria, develop biological and hydraulic models to simulate the existing plant operation under current and

# EXHIBIT A - SCOPE OF SERVICES Item # 7.

future conditions, and determine how additional flow from Sandy impacts the size or timing of required plant expansions.

- 5.1 Summarize Design Criteria. Using existing plant record drawings and industry standards, document design criteria for existing unit processes that will be used to assess available and required capacities.
- 5.2 Prepare Process Model. Develop a biological process model using BioWin software by EnviroSim to simulate the performance of the biological treatment process with an appropriate level of accuracy needed for planning and capacity analysis. Consultant will provide a Sampling and Analysis Plan for City of Gresham review including a list of sampling locations, parameters to be sampled, and frequency of sampling. It is anticipated that existing plant data will be sufficient for model calibration and validation, so additional sampling will be focused on characterization of influent wastewater and an allowance will be included in the project budget for influent sampling and analysis. The objective of this effort is to simulate the performance of the WWTP with an appropriate level of accuracy. Once the model has been calibrated, plant performance will be simulated with future (2040) flows and loadings provided by Task 3 with and without flow from Sandy (provided by Draft Sandy Facility Plan Amendment) to identify process bottlenecks and additional capacity needs.
- 5.3 Prepare Hydraulic Model. Develop a hydraulic model to evaluate the hydraulic capacity of the WWTP with the objective of identifying process hydraulic capacity and possible hydraulic bottlenecks. Consultant will evaluate pipe sizing, pump sizing, and process sizing for hydraulic capacity. Consultant will assume pumps are operating at design point and valving is fully open or fully closed unless identified otherwise by the City of Gresham. Hydraulic model will be based on plant as-built drawings and information provided by the City of Gresham; an allowance will be included in the project budget for limited survey support if required.
- 5.4 Capacity Assessment. Provide process and hydraulic system capacity assessment to accommodate existing and proposed 2040 flows and loads. This information will be used to identify the timing and size of additional capacity needs with and without Sandy flows.
- 5.5 Capital Improvements. Provide a list of proposed capital improvements that may be required to provide the required process or hydraulic capacity. Sufficient detail will be provided in terms of capacity/sizing/quantity, proposed location, timing of needed improvements and other such information to assist in preparing an Opinion of Probable Construction Costs (OPCC) to inform the discussions and development of the intergovernmental agreements, financial agreements, and stakeholder communication regarding the City of Gresham becoming a wholesale provider of wastewater

treatment for the City of Sandy.

- 5.6 Summary Memo. Prepare a brief TM documenting the current and future capacity assessment and list of potential capital improvements of the WWTP with and without Sandy flows. Draft version will be prepared and submitted to City of Gresham and Sandy for review and comment. Following completion of the review period, Consultant will prepare and submit Final TM.

*Deliverables:*

- Draft and Final TM summarizing Capacity Assessment

**Task 6: Prepare Cost Estimate of Required Capital Improvements**

Consultant will prepare a Class 5 estimate of capital costs (OPCC) for any of the identified plant modifications identified in Task 5.

- 6.1 OPCC Development. The OPCC will be prepared in accordance with the guidelines of the Association for the Advancement of Cost Engineering (AACE) International. The design of each proposed capital improvement identified in Task 5 TM will be advanced to Conceptual Design which will be 5 to 10% complete level. The expected accuracy for the design milestones proposed for this project are presented in the table below:

<u>Design Milestone</u>	<u>Expected Accuracy</u>
Conceptual Design (Class 5)	-50% to +100%

Sandy acknowledges that Consultant has no control over cost of labor, materials, competitive bidding environment and procedures, unidentified field conditions, financial and/or market conditions, or any other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. Sandy further acknowledges that this OPCC is a 'snapshot in time' and that the reliability of the OPCC will degrade over time. Sandy agrees that Consultant cannot and does not make any warranty, promise, guarantee or representation, either express or implied that proposal, bids, project costs, or cost of O&M functions will not vary significantly from Consultant's good faith OPCC.

The Class 5 OPCC will include values for Project Management, Design Management, Design, Construction, Construction Management, contingency and allowances. This estimate will be completed in 2025

# EXHIBIT A - SCOPE OF SERVICES

Item # 7.

US Dollars and then escalated to the proposed mid-point of construction as informed by Task 5 TM at 4.5% per year to arrive at a budgetary estimate to be used in development of the intergovernmental agreements, financial agreements, and stakeholder communication regarding the City of Gresham becoming a wholesale provider of wastewater treatment and discharge for flows from Sandy.

## *Deliverables:*

- Class 5 Opinion of Probable Construction Cost (OPCC) of proposed capital improvements

## **Task 7: Prepare 2025 Gresham WWTP Capacity Evaluation Report**

Consultant will document the findings using the technical memoranda prepared in Task 3, 4, 5 and 6 and compile into the 2025 Gresham WWTP Capacity Evaluation Report. The Report will document the anticipated flows and loading expected at the Gresham WWTP through 2040, the capacity improvements needed to accept flow from Sandy while providing capacity for anticipated growth in Gresham's existing service area, and the potential or anticipated impacts on effluent discharge. Draft version will be prepared and submitted to City of Gresham and Sandy for review and comment. Following completion of the review period, Consultant will finalize TM and submit for the record.

## *Deliverables:*

- Draft Engineering Evaluation Report
- Final Engineering Evaluation Report



## EXHIBIT B - FEE



<b>Project Company</b>	Stantec US Business Group
<b>Project Currency</b>	US Dollar
<b>Contract Type</b>	Time & Material

<b>Project Number</b>	2002006370
<b>Project Name</b>	Sandy Clean Waters Program, Program Management
<b>Client Name</b>	City of Sandy, Oregon
<b>Business Centre</b>	2002
<b>Project Manager</b>	Talley, Dick
<b>Project Independent Reviewer</b>	McGinn, Rachel

Project Summary	Total Fee
Labour	\$298,873.20
Expense	\$33,325.00
Subs	\$0.00
<b>Total</b>	<b>\$332,198.20</b>

Planned Start Date	Planned End Date
2025-02-19	2025-10-31

Name	Role	Billing Rate	Hours	Sub-Total Fee
Talley, Dick	Principal in Charge	\$309.90	8.00	\$2,479.20
Machado, Chris	Quality Reviewer	\$309.90	58.00	\$17,974.20
Stephens, Heather	Project Manager	\$309.90	88.00	\$27,271.20
Callahan, Keli	Project Technical Lead	\$309.90	242.00	\$74,995.80
Messologitis, Kat	Process Lead	\$185.03	304.00	\$56,249.12
Watnick, Skylar	Staff Engineer	\$141.52	552.00	\$78,119.04
Poola, Jo	Support	\$130.75	120.00	\$15,690.00
Lim, Aldridge	Support	\$143.11	96.00	\$13,738.56
Polla, Don	Cost Estimating	\$280.82	44.00	\$12,356.08
			<b>1,512.00</b>	<b>\$298,873.20</b>

Expense	Billing Rate	Units	Sub-Total Fee
Other Direct Costs	\$1.08	31,000.00	\$33,325.00
			<b>\$33,325.00</b>



# STAFF REPORT

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**Meeting Type:** City Council  
**Meeting Date:** February 18, 2025  
**From:** AJ Thorne, Assistant Public Works Director  
**Subject:** Task Order Approval: Engineering Routing Study for Wastewater Conveyance to Gresham

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## DECISION TO BE MADE:

Whether to authorize the City Manager to execute a task order with Sandy’s wastewater program manager, Stantec, to perform an engineering study to determine the means of conveyance for Sandy’s wastewater to Gresham’s Wastewater Treatment Plant.

## BACKGROUND / CONTEXT:

On [December 2, 2024](#), the Council directed staff to proceed with confirming the feasibility of sending Sandy’s wastewater flows to Gresham’s Wastewater Treatment Plant (WWTP) for treatment and discharge. Accordingly, staff began escalating planning conversations with Gresham and working toward this goal through a multi-faceted approach.

As stated in [the recently signed Memorandum of Understanding \(MOU\) with Gresham](#), there are three areas of study required to confirm the feasibility of a connection from Sandy to Gresham’s WWTP:

1. Engineering Evaluation of Sandy’s Wastewater Flows on Gresham’s Treatment Plant
2. (If required) Engineering Evaluation of Gresham’s Wastewater Collection System
3. Preliminary Engineering Routing Study for Sandy Force Main / Pipeline

This staff report addresses Task 3 above; it is being paired with Task 1 above for Council consideration at this meeting. Task 2 above, if required, would involve determining capacity improvements through Gresham’s collection system to accommodate the added flow. The need for this third piece may be brought before Council at a later date if necessary.

The route from Sandy’s WWTP to Gresham’s is approximately 14 miles, passing through existing easements, right-of-way owned by other jurisdictions, and finally through Gresham itself. While generally a downhill route, the topography this pipeline will pass through will require a combination of pressurized (pumped) and gravity flows. As Gresham is currently updating its 2020 Collections System Master Plan, system flows are being monitored and analyzed. This timing is convenient for Sandy, as it will help to determine how Sandy’s wastewater is conveyed from Gresham city limits to their treatment plant on Sandy Boulevard.

## KEY CONSIDERATIONS / ANALYSIS:

This task order will involve developing a routing study for the pipeline to Gresham, as well as a design report for the associated pumping required. The Stantec team will coordinate with City staff, Gresham staff, and the team performing Gresham's Master Plan to develop alternative routes for this conveyance system and rank them based on the criteria outlined in the scope of work.

Once a preferred route has been determined, a conceptual design report will be completed. This will not be a full design. This conceptual design will solidify a route, determine the construction method, identify permitting and regulatory requirements, identify environmentally sensitive or high-risk areas, and provide plans for operation among other considerations. Upon completion of this report and receipt of funding, Sandy will be able to advertise this project for full design in preparation for the first construction package.

The pump station conceptual design report will occur concurrently with the routing location, as the location and pumping requirements are interrelated. The pump station alternatives analysis will follow a format like that of the pipeline. Similarly, the conceptual design report produced will provide Sandy with a basis to proceed with full design and then prepare for construction.

Assuming Task Order approval, this task will be completed by the end of September 2025. Gresham staff will be involved in reviewing options within Gresham's city limits. Gresham, along with their current master planning consultant, will provide input on potential connection points for Sandy's wastewater flows.

The City Attorney has confirmed that awarding this work to our existing program manager is acceptable for the services in question. The same has already been confirmed with our WIFIA funding sources. The task order is within the scope of our existing contract with Stantec. This procurement approach will move this project along much more quickly and efficiently than alternative approaches.

## BUDGET IMPACT:

This work has been quoted by Stantec at \$279,166.51. This project, paired with the task order to perform an engineering analysis of Sandy's wastewater flows on Gresham's treatment plant (Task 1 above; \$332,198.20) will increase Stantec's wastewater program budget from a not-to-exceed (NTE) of \$3,577,252.80 to a NTE of \$4,188,617.51.

This scope of work was initially budgeted as part of the Sandy River Outfall project and will be paid for with funds from our WIFIA loan originally designated for the Sandy River Outfall, resulting in **no net increase to the overall Sandy Clean Waters budget**. The EPA (the distributors of the WIFIA program funds) has confirmed that the change in project scope, shifting from the Sandy River Outfall to the Regional Treatment Solution, is acceptable. These changes are currently being processed by the EPA.

## RECOMMENDATION:

Authorize the City Manager to sign the Task Order 3 amendment (Amendment 6) with Stantec to provide engineering services for the conveyance of wastewater flows from Sandy to Gresham's WWTP. This project will provide the conceptual design of a new pump station and an alignment study as part of the Sandy to Gresham Pump Station and Force Main project. The task order is for a not to exceed budget of \$279,166.51.

**SUGGESTED MOTION LANGUAGE:**

“I move to authorize the City Manager to execute Task Order 3 with Stantec for engineering services to complete the conceptual design of a new pump station and a pipeline alignment study for the Sandy to Gresham Pump Station and Force Main project, as included in the meeting packet.”

**LIST OF ATTACHMENTS / EXHIBITS:**

- Task Order 3 Scope of work and fee
- [Executed MOU with Gresham](#)

AMENDMENT NO. 6  
to the  
PROFESSIONAL SERVICES AGREEMENT

Between  
CITY OF SANDY and STANTEC CONSULTING SERVICES, INC.

This Amendment is made and entered into 19 day of February 2025, by and between the City of Sandy, OR (hereinafter "City"), whose address for any formal notice is 39250 Pioneer Blvd. Sandy OR, 97055 and Stantec Consulting Services, Inc. (hereinafter "Contractor") with an office at 601 SW 2<sup>nd</sup> Ave, 14<sup>th</sup> Floor Portland, Oregon 97204. This is Amendment No. 6 to the Agreement Dated February 14, 2023, between City and Contractor.

Now, therefore, City and Contractor agree to amend the Agreement as follows:

- 1. The Scope of Services in Exhibit A is amended as Task Order No. 3 to provide engineering services to complete the conceptual design of a new pump station and an alignment study as part of the Sandy to Gresham Pump Station and Force Main project.
- 2. The Fee in Exhibit B is \$279,166.51.

All other terms and conditions of the Contract remain unchanged by this Amendment and are in full force and effect.

Both parties indicate their approval of this Amendment by their signatures below.

STANTEC CONSULTING SERVICES, INC.

CITY OF SANDY, OREGON

Authorized signature:

Authorized signature:

*Dick Talley*

\_\_\_\_\_

Name: Dick Talley, Vice President

Name: \_\_\_\_\_

Date: February 11th, 2025

Date: \_\_\_\_\_

# EXHIBIT A - SCOPE OF SERVICES

## **BACKGROUND**

As noted in the City of Sandy's (City's) 2024 Wastewater Facility Plan Amendment (Amendment), the Environmental Protection Agency's (EPA's) Consent Decree requires the City to evaluate new additional treatment alternatives, located on or near the existing wastewater treatment plant (WWTP) site. A concept-level screening approach was applied to five possible wastewater treatment project concepts to identify economic, regulatory, implementation, and resiliency challenges.

Alternative 4, the Regional Treatment Plant concept, consists of pumping untreated wastewater to an adjacent treatment facility by constructing a new pump station near, but upstream of the existing WWTP, and constructing a pipeline conveying this untreated wastewater flow from the new pump station to a WWTP owned and operated by the City of Gresham, Oregon.

## **SCOPE OF SERVICES:**

The scope of engineering services described herein will be provided by Stantec to complete the conceptual design of a new pump station located at or near the City's existing WWTP and an alignment study for routing a combination force main/gravity main (approximate length of 14 miles) from the new pump station to the City of Gresham's (Gresham's) existing WWTP or a point of connection upstream of Gresham's WWTP.

### **1.0 Task 1 – Wastewater Pump Station Conceptual Design**

#### **1.1 Task Specific Objectives:**

The purpose of this task is to develop and refine the design concepts to the conceptual design level.

#### **1.2 Task Specific Assumptions:**

- A. In conjunction with Task 2, a hydraulic modeling assessment will be performed for the purpose of preliminary pump selection and to confirm pipe design parameters including sizing requirements, operational pressures and velocities, and flow capacity.
- B. The following services are not being provided in this scope and will be included in Final Design:
  - 1. Topographic and cadastral surveying
  - 2. Geotechnical investigations
  - 3. Surge analysis

## EXHIBIT A - SCOPE OF SERVICES

4. Cathodic protection evaluation
5. Public outreach
6. Archaeological or cultural resources investigations
7. Easement acquisition
8. Detailed Design

### **1.3 Subtasks:**

- A. Two sites will be evaluated for locating a new pump station:
  1. At the City's existing WWTP site.
  2. At a location of higher elevation along the trunk sewer's existing alignment.
- B. Evaluation criteria to select between the two sites will include the following elements and corresponding weighting:
  1. Ability to Meet Hydraulic Needs and Other Project Goals: Pass/Fail
  2. Constructability: 10%
  3. Comparative Cost Savings: 15%
  4. Number of Easements Required: 10%
  5. Public / Traffic Impacts: 10%
  6. Residential and Business Impacts: 10%
  7. Impacts to/from Existing Utilities: 10%
  8. Permitting Complexity: 10%
  9. Maintenance / Long-Term Access: 10%
  10. Project Schedule: 15%
- C. Stantec will advance the design of the new pump station located at the highest-rated location selected in Step 1.3.B to conceptual design status. Light detection and ranging (LIDAR) base mapping will be utilized for the purposes of generating site plans for station arrangement and site access.
- D. The conceptual design will also include mechanical pump station layout, preliminary pump and equipment selection, power supply and backup power, yard piping to intercept wastewater flows and to connect to proposed force main, and conceptual architectural and structural design.
- E. Stantec will develop a Class 5 opinion of probable construction costs (OPCC).

# EXHIBIT A - SCOPE OF SERVICES

## 1.4 Task Specific Deliverables:

A. The anticipated deliverables will include both a technical memorandum as well as companion drawings. The technical memorandum is anticipated include the following sections:

1. Background
2. Pump Station Design Criteria
3. Pump Station Configuration
4. Pump Station Features
5. Identification of Permits Anticipated for Final Design and Construction
6. Identification of any right of way or easements required
7. Preliminary Class 5 OPCC

- a. The OPCC to be developed under this subtask will be prepared in accordance with the guidelines of AACE International, the Association for the Advancement of Cost Engineering. The design will be advanced to Conceptual Design which will be 10 to 15% complete level. The expected accuracy for the design milestones proposed for this project are presented in the table below:

<u>Design Milestone</u>	<u>Expected Accuracy</u>
<u>Conceptual Design (Class 5)</u>	<u>-50% to +100%</u>

- b. The City acknowledges that Stantec has no control over cost of labor, materials, competitive bidding environment and procedures, unidentified field conditions, financial and/or market conditions, or any other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The City further acknowledges that this OPCC is a 'snapshot in time' and that the reliability of the OPCC will degrade over time. The City agrees that Stantec cannot and does not make any warranty, promise, guarantee or representation, either express or implied that proposal, bids, project costs, or cost of O&M functions will not vary significantly from Stantec's good faith OPCC.
- c. The Class 5 OPCC will include values for Program Management, Design Management, Design, Construction, Construction Management, contingency and allowances.



## EXHIBIT A - SCOPE OF SERVICES

This estimate will be completed in 2025 US Dollars and then escalated to the proposed mid-point of construction (July 2029) at 4.5% per year to arrive at a budgetary estimate to be used for making funding source applications and overall Sandy Clean Waters Program budgeting and planning.

- B. The companion drawings are assumed to consist of the following:
1. Cover Sheet, Drawing Index, Vicinity/Location Maps
  2. General Notes, Symbols, Abbreviations, and Legend
  3. Civil Site Plan
  4. Civil Yard Piping Plan
  5. Architectural Floor Plan and Roof Plan
  6. Architectural Elevations
  7. Structural Floor Plan and Roof Plan
  8. Structural Sections
  9. Mechanical Floor Plan
  10. Mechanical Sections
  11. Electrical One-Line Diagram and Equipment Elevations
  12. P&ID
- C. The deliverables will be consolidated into a Draft Conceptual Design Technical Memorandum in PDF format and submitted to the City for review and comment.
- D. Comments received on the Draft Conceptual Design Technical Memorandum will be addressed and incorporated into a Final Conceptual Design Technical Memorandum in PDF format.
- E. It is anticipated that the Final Conceptual Design Technical Memorandum will be used for funding applications, initial permitting applications, right of way/easement procurement (if necessary), public outreach and communications and in the procurement of professional services such as surveying, geotechnical investigations, and detailed design services by others.

# EXHIBIT A - SCOPE OF SERVICES

## **2.0 Task 2 – Wastewater Force Main Conceptual Design**

### **2.1 Task Specific Objectives:**

The purpose of this task is to evaluate and determine a permanent alignment, acceptable pipe materials of construction, and acceptable pipe diameters for up to approximately 14 miles of wastewater force main and potential intertie locations.

### **2.2 Task Specific Assumptions:**

- A. In conjunction with Task 1, a hydraulic modeling assessment will be performed for the purpose of preliminary pump selection and to confirm pipe design parameters including sizing requirements, operational pressures and velocities, and flow capacity.
- B. The following services are not being provided in this scope and will be included in Final Design:
  - 1. Topographic and cadastral surveying
  - 2. Geotechnical investigations
  - 3. Surge analysis
  - 4. Cathodic protection evaluation
  - 5. Public outreach
  - 6. Archaeological or cultural resources investigations
  - 7. Easement acquisition
  - 8. Detailed Design
- C. Light detection and ranging (LIDAR) base mapping will be utilized for the purposes of generating plan and profile drawings of the alignment(s).

### **2.3 Subtasks:**

- A. From the new pump station conceptually designed in Task 1, the alignment will traverse westwardly paralleling along Highway 26 towards the City of Gresham from an initial location near the intersection of Highway 26 and SE Orient Drive. From this intersection, Stantec will develop up to three routing alternatives for further evaluation.

A minimum of one alignment alternative will be a direct route to the City of Gresham's WWTP. One or both of the remaining two alternatives may include a connection to Gresham's wastewater collection system at location(s) upstream of Gresham's WWTP.

Plan view drawings (no profiles) will be developed using a horizontal scale of 1"=200'. At this horizontal scale, approximately 10,000 feet of force main alignment can be presented on each

## EXHIBIT A - SCOPE OF SERVICES

drawing, presented as two 5,000-foot viewports shown on each drawing.

- B. Stantec will participate in two workshops with the City and Gresham:
  - 1. Identification of up to two feasible points of connection to Gresham's wastewater collection system upstream of Gresham's WWTP.
  - 2. Selection of three alignment alternatives from the intersection of Highway 26 and SE Palmquist Road to a connection to Gresham's wastewater collection system
- C. Evaluation criteria will include the following elements and corresponding weighting:
  - 1. Ability to Meet Hydraulic Needs and Other Project Goals: Pass/Fail
  - 2. Constructability: 10%
  - 3. Comparative Cost Savings: 15%
  - 4. Number of Easements Required: 10%
  - 5. Public / Traffic Impacts: 10%
  - 6. Residential and Business Impacts: 10%
  - 7. Impacts to/from Existing Utilities: 10%
  - 8. Permitting Complexity: 10%
  - 9. Maintenance / Long-Term Access: 10%
  - 10. Project Schedule: 15%
- D. The results of Subtasks 2.3-A through 2.3-C will be consolidated into a Conceptual Design Technical Memorandum. See Subtasks 2.4-C and 2.4-D.
- E. Comments received on the Draft Conceptual Design Technical Memorandum will be addressed and incorporated into a Final Conceptual Design Technical Memorandum.

## EXHIBIT A - SCOPE OF SERVICES

### 2.4 Task Specific Deliverables:

A. The anticipated deliverables will include both a technical memorandum as well as companion drawings. The technical memorandum is anticipated include the following sections:

1. Background
2. Pipeline Design Criteria
3. Pipeline Configuration for Redundancy
4. Pipeline Features for Interties and Pigging/Cleaning/Inspection and Odor Control
5. Identification of Permits Anticipated for Final Design and Construction
6. Identification of Required Right of Way and Easements
7. Identification of any known or obvious environmentally sensitive areas or major utility crossings such as buried primary power, natural gas transmission or other major underground utilities such as large diameter water transmission or major fiber optics lines.
8. Preliminary Class 5 OPCC

- a. The OPCC to be developed under this subtask will be prepared in accordance with the guidelines of AACE International, the Association for the Advancement of Cost Engineering. The design will be advance to Conceptual Design which will be 10 to 15% complete level. The expected accuracy for the design milestones proposed for this project are presented in the table below:

<u>Design Milestone</u>	<u>Expected Accuracy</u>
Conceptual Design (Class 5)	-50% to +100%

- b. The City acknowledges that Stantec has no control over cost of labor, materials, competitive bidding environment and procedures, unidentified field conditions, financial and/or market conditions, or any other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. The City further acknowledges that this OPCC is a 'snapshot in time' and that the reliability of the OPCC will degrade over time. The City agrees that Stantec cannot and does not make any warranty, promise, guarantee or representation, either express or implied that proposal, bids, project costs, or cost

## EXHIBIT A - SCOPE OF SERVICES

of O&M functions will not vary significantly from Stantec's good faith OPCC.

- c. The Class 5 OPCC will include values for Program Management, Design Management, Design, Construction, Construction Management, contingency and allowances. This estimate will be completed in 2025 US Dollars and then escalated to the proposed mid-point of construction (July 2029) at 4.5% per year to arrive at a budgetary estimate to be used for making funding source applications and overall Sandy Clean Waters Program budgeting and planning.
- B. The companion drawings are assumed to consist of the following:
1. Cover Sheet, Drawing Index, Vicinity/Location Maps
  2. General Notes, Symbols, Abbreviations, and Legend
  3. Force Main Key Plan
  4. Plan Sheets (24 Drawings at 1"=200' Horiz. Scale)
  5. Intertie Plan View
  6. Pigging, Inspection and Cleaning Details
  7. Odor Control Details
  8. Bore and Case locations, approximate lengths and details on casing diameters and lengths.
- C. The deliverables will be consolidated into a Draft Conceptual Design Technical Memorandum in PDF format and submitted to the City for review and comment.
- D. Comments received on the Draft Conceptual Design Technical Memorandum will be addressed and incorporated into a Final Conceptual Design Technical Memorandum in PDF format.
- E. It is anticipated that the Final Conceptual Design Technical Memorandum will be used for funding applications, initial permitting applications, right of way/easement procurement (if necessary) public outreach and communications and in the procurement of professional services such as surveying and geotechnical investigations and detailed design services by others.

# EXHIBIT A - SCOPE OF SERVICES

## SCHEDULE OF SERVICES

We anticipate the following schedule, based on an assumed Notice to Proceed of February 18, 2025.

### Project Schedule

Task Name	Estimated Duration	Completion Date
<b>Task 1 – Wastewater Pump Station Conceptual Design</b>	<b>24 weeks</b>	<b>18Feb25 – 31Jul25</b>
Draft Conceptual Design TM	15 weeks	18Feb25 – 30May25
City Review	4 weeks	02Jun25 – 27Jun25
Final Conceptual Design TM	5 weeks	30Jun25 – 31Jul25
<b>Task 2 – Wastewater Force Main Conceptual Design</b>	<b>24 weeks</b>	<b>18Feb25 – 31Jul25</b>
Draft Conceptual Design TM	15 weeks	18Feb25 – 30May25
City Review	4 weeks	02Jun25 – 27Jun25
Final Conceptual Design TM	5 weeks	30Jun25 – 31Jul25

## COMPENSATION

Compensation for this Scope of Work shall be subjected to a not-to-exceed total fee of **\$279,166.51**. See Table 1 for a breakdown of budgeted engineering fees by task.

**Table 1: Budgeted Engineering Fees by Task**

Task Description	Stantec Hours	Total Engineering Fees
Task 1 – Wastewater Pump Station Conceptual Design	651	\$144,838.35
Task 2 – Wastewater Force Main Conceptual Design	672	\$134,328.16
<b>Total</b>	<b>1,323</b>	<b>\$279,166.51</b>

# EXHIBIT B - FEE

Item # 8.



<b>Project Company</b>	Stantec US Business Group
<b>Project Currency</b>	US Dollar
<b>Contract Type</b>	Time & Material

<b>Project Number</b>	2002006370
<b>Project Name</b>	Sandy Clean Waters Program, Program Management
<b>Client Name</b>	City of Sandy, Oregon
<b>Business Centre</b>	2002
<b>Project Manager</b>	Talley, Dick
<b>Project Independent Reviewer</b>	McGinn, Rachel

Project Summary	Total Fee
Labour	\$279,166.51
Expense	\$0.00
Subs	\$0.00
<b>Total</b>	<b>\$279,166.51</b>

Planned Start Date	Planned End Date
2025-02-19	2025-09-30

Name	Role	Billing Rate	Hours	Sub-Total Fee
Talley, Dick	Project Manager	\$309.90	56.00	\$17,354.40
Eder, Aaron	Task Order Manager & Coordination	\$309.90	100.00	\$30,990.00
Stephens, Heather	Task Order Manager & Coordination	\$309.90	100.00	\$30,990.00
Stiegler, Linda	Quality Control	\$208.10	54.00	\$11,237.40
Bailey, Tom	Pump Station Design Lead	\$211.93	168.00	\$35,604.24
Johnson, Andrew	Force Main Design Lead	\$151.55	402.00	\$60,923.10
Van Doorn, Mike	Hydraulic Modeling	\$309.90	40.00	\$12,396.00
Price, Eric	CAD Lead	\$165.41	64.00	\$10,586.24
Pannone, Cindi	GIS Specialist	\$140.14	32.00	\$4,484.48
Navarro, Elizabeth	Architectural Lead	\$197.25	56.00	\$11,046.00
Minnick, Eugene	Architectural Lead	\$309.90	5.00	\$1,549.50
Yung, Josh	Structural Lead	\$137.13	56.00	\$7,679.28
Perkins, Matthew	Structural QC	\$264.41	5.00	\$1,322.05
Seymour, Will	Electrical Lead	\$204.48	56.00	\$11,450.88
Deerkop, John	Electrical QC	\$261.30	5.00	\$1,306.50
Polla, Don	Cost Estimating	\$280.82	100.00	\$28,082.00
Horne, Ariana	Admin/Support	\$110.29	12.00	\$1,323.48
Rogers, Sarrina	Admin/Support	\$70.08	12.00	\$840.96
			<b>1,323.00</b>	<b>\$279,166.51</b>



# STAFF REPORT

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**Meeting Type:** City Council  
**Meeting Date:** February 18, 2025  
**From:** Tyler Deems, City Manager  
**Subject:** IGA Approval: Community Services Officer Agreement with Clackamas County

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**DECISION TO BE MADE:**

Whether to approve the intergovernmental agreement (IGA) between City of Sandy and Clackamas County for three years of fundings towards a Community Services Officer (CSO) to specialize in homeless response and outreach.

**PURPOSE / OBJECTIVE:**

One of the Council’s goals for the 2023 -2025 biennium included “continue addressing homelessness through partnerships with local and regional partners.” In response to this goal, a grant application was submitted to Clackamas County to cover 80% of the cost of hiring a new employee to specialize in homeless response and outreach. Authorizing the City Manager to sign this IGA will provide the necessary finding to hire this additional FTE.

**BACKGROUND / CONTEXT:**

In early 2024 Clackamas County notified cities that they would be accepting grant applications for city-led initiatives to provided assistance with low- and extremely low-income households experiencing housing instability or homelessness. The City applied for funding on January 31, 2024 to hire an additional CSO to specialize in homelessness response and outreach. The application was for 80% of the personnel costs and vehicle acquisitions, with the City matching these funds with the remaining 20%. The Clackamas County Board of Commissioners approved the funding request on April 3, 2024, and since that time City of Sandy staff has been working with Clackamas County staff to finalize an IGA.

The intent of this position is to proactively respond to those experiencing homelessness and ensure that these individuals are aware of the services that are offered by local non-profits, such as AntFarm. Through this agreement, the City will have better success in getting individuals the services they need. Instead of having patrol officers respond to calls related to homelessness, the CSO will help bridge the gap between those in need of services and those offering services. Additionally, the goal of this CSO is to provide a consistent person to respond to calls for service and ensure consistent messaging and consistent services.

Additionally, with the addition of this CSO, there will be better coverage to address not only homelessness issues, but also typical community services and enforcement. The current CSO working



five days per week, leaving the weekends without coverage. With the addition of this position and a transition to a four-ten workweek, the City will be able to have a CSO on duty seven days per week, ensuring more timely response in not only homelessness response but also other code enforcement situations.

As noted, the IGA will cover 80% of the personnel costs and vehicle acquisition costs. The total grant funding available over the three-year period is \$292,352. The City will be responsible for the remaining estimated cost of \$73,088 over that same three-year period.

**BUDGET IMPACT:**

Approximately \$73,088 over three years, paid for out of the Police Department budget.

**RECOMMENDATION:**

Staff recommends the Council authorize the City Manager to enter into this IGA with Clackamas to hire one additional Community Services Officer to specialize in homelessness response and outreach.

**SUGGESTED MOTION LANGUAGE:**

"I move to authorize the City Manager to sign the IGA between City of Sandy and Clackamas County for homelessness response and outreach."

**LIST OF ATTACHMENTS / EXHIBITS:**

- Intergovernmental Agreement between City of Sandy and Clackamas County

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CITY OF SANDY**

Contract No. 12032

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“Agency”), a unit of local government, collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon 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.

- A. In working to improve coordination and collaboration, increase geographical distribution of services, and support local leaders in tailoring approaches to addressing housing insecurity and homelessness that best suit their communities, Clackamas County released a Notice of Funding Opportunity for city-led homelessness initiatives.
- B. The funding opportunity is to spur creativity and innovation at the city level, empowering local leaders to supplement the often highly effective but under resourced local efforts to meet the needs of very low-income households.
- C. Proposed city-led initiatives were to have a clearly articulated connection to the needs of low- and extremely-low income households experiencing housing instability or homelessness and support Clackamas County’s recovery-oriented system of care.
- D. Clackamas County received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals.
- E. Proposals were reviewed for:
  - a. Clear alignment with County goals and priorities for its recovery-oriented homeless services system of care.
  - b. Being additive to the system, consistent with the requirement that Supportive Housing Services investments supplement, not supplant, existing investments.
  - c. Leveraging connection points to broader recovery-oriented system of care.
  - d. Having a duration not longer than three years, recognizing that the Notice of Funding Opportunity was for one-time and limited-term investments.
- F. On April 3, 2024, the Clackamas County Board of Commissioners approved of staff funding recommendations for proposals submitted in response to the Notice of Funding Opportunity for city-led homeless services initiatives.

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:

## TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire on June 30, 2027, unless otherwise extended by agreement of the Parties. Agency may seek reimbursement for eligible expenses under this Agreement during the period between the effective date and June 30, 2027, subject to the additional terms and conditions set forth in this Agreement.
2. **Scope of Work.** Agency agrees to provide the services further described in Exhibit A (the "Program"), attached hereto and incorporated by this reference herein. The Program will be provided solely within Metro jurisdictional boundaries.
3. **Funding.** The maximum amount County may pay Agency is Two Hundred Ninety-Two Thousand Three Hundred Fifty-One dollars (\$292,351.00) (the "Funds"). Funds will be distributed on a reimbursement basis in accordance with the budget set forth in Exhibit A. Agency shall use the funds awarded under this Agreement solely for reimbursement of eligible expenses incurred in performing the Program, as further set forth in Exhibit A.

Budget line items within categories may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line-item amounts provided the maximum Agreement amount is not exceeded.

4. **Payment.** Unless otherwise specified, the Agency shall submit monthly requests for reimbursement, on a form provided by County. A request for reimbursement must include a description of work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of the requests for reimbursement submitted by Agency. Agency shall not submit requests for reimbursement for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. Agency's failure to provide County information reasonably necessary for County to review a request for reimbursement for compliance with this Agreement may result in the County withholding payment, requiring Agency provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the County at law, in equity, or under this Agreement.

Invoices shall reference the above Contract Number and be submitted to: [HCDD-AP@Clackamas.us](mailto:HCDD-AP@Clackamas.us)

### 5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency 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. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party. In the event a Party terminates this Agreement under this Section 6, Agency shall immediately return all unspent funds to the County.
- B. Either the County or the Agency may terminate this Agreement in the event of a default of the Agreement by the other, as defined below. 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 thirty (30) days of deemed or actual receipt of the notice, 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 thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) 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. Upon termination for Agency's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring Agency to return all unspent funds and to repay County for any funds used by Agency in violation of this Agreement.
- C. The County or the Agency 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.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, 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 by County is prohibited.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## 7. Default

- A. **Agency's Default.** Agency will be in default under this Agreement upon the occurrence of the following:
- i. Agency fails to use the Funds for eligible purposes described in Exhibit A;
  - ii. Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by County to measure the

Program, the expenditure of the Funds, or the performance by Agency is untrue in any material respect when made;

- iii. After thirty (30) days' written notice with an opportunity to cure, Agency fails to comply with any term or condition set forth in this Agreement;
- iv. A petition, proceeding, or case is filed by or against Agency under federal or state bankruptcy, insolvency, receivership, or other law.

**B. County's Default.** County will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, County fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to non-default termination, including lack of appropriation, shall not constitute a default of County.

## 8. Remedies

**A. County's Remedies.** In the event of Agency's default, County may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding Agency additional Funds until compliance is met; (2) reclaiming Funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any Funds used by Agency in violation of this Agreement; (4) termination of this Agreement; (5) declaring Agency ineligible for receipt of future awards from County; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

**B. Agency's Remedies:** In the event County is in default, and whether or not Agency elects to terminate this Agreement, Agency's sole remedy for County's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims County may have against Agency. In no event will County be liable to Agency for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

## 9. Indemnification.

- a) **Indemnification and Defense of County.** Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the

approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- b) **Indemnification and Defense of Metro.** The Agency agrees to indemnify, defend, save and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Agency's acts or omissions in performing under this Agreement. However, neither Agency's nor any attorney engaged by Agency shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Agency settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.
10. **Insurance.** The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law. Both parties agree to name the other as an additional insured under their self-insurance policies.
11. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Vahid Brown or their designee will act as liaison for the County.

**Contact Information:**

HCDD  
2051 Kaen Road  
Oregon City, OR 97045  
[VBrown@clackamas.us](mailto:VBrown@clackamas.us)

Copy to:  
County Counsel  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045

Tyler Deems or their designee will act as liaison for the Agency.

**Contact Information:**

Tyler Deems, City Manager  
City of Sandy  
39250 Pioneer Blvd.  
Sandy, OR 97055

12. **Monitoring.** Agency agrees to allow access to conduct financial and performance audits for the purpose of monitoring use of the Funds in accordance with Generally Accepted Auditing Standards (“GAAS”). County, and its duly authorized representatives, shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of Agency that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Agency also agrees to provide reasonable access to Agency’s employees for the purpose of monitoring. Audits may be performed onsite or offsite, at the County’s discretion. If any audit or financial review finds that payments to Agency were in excess of the amount to which Agency was entitled, then Agency shall repay that amount to County. Agency agrees to allow County access to conduct site visits and inspections of financial records for the purpose of monitoring. Depending on the outcomes of the financial monitoring processes, this Agreement shall either (a) continue pursuant to the original terms, (b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by County, or (c) be de-obligated and terminated
13. **Reporting.** As described in Exhibit A, Data Collection and Reporting section.
14. **Financial Management.** Agency shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all uses of the Funds.
15. **Period of Availability.** Agency may charge to the award only allowable costs resulting from obligations incurred during the funding period.
16. **Closeout.** County will closeout this Agreement when County determines that all applicable administrative actions and all required work have been completed by Agency. Agency must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by County, no later than 90 calendar days after the end date of this Agreement.
17. **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 and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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 the County 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. Agency, 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 a 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. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- E. 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.
- F. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Program. 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.
- G. 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.
- H. 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.

- I. **No Third-Party Beneficiary.** Agency 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.
- J. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 5, 6, 8, 9, and 17 (A), (C), (D), (E), (F), (G), (H), (I), (L), and (Q), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **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.
- N. **Time is of the Essence.** Agency agrees that time is of the essence in the performance 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 Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **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    Date

\_\_\_\_\_  
Authorized Signature                      Date

Approved as to Form:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Counsel                              Date

## Exhibit A

### SCOPE OF WORK

#### City of Sandy – City-Led Homelessness Initiatives

##### Program Description

1. The City of Sandy (“Agency”), will hire and manage a community services officer (CSO) to specialize in homeless services and to liaise with local non-profit organizations offering services to people experiencing homelessness. This CSO will make connections with and referrals to appropriate agencies for obtaining services for people experiencing homelessness within the City of Sandy. The CSO will build on existing partnerships between Agency and area non-profits to ensure the people experiencing homelessness in the city have access to available resources within the community.
2. There is a service gap which stems from difficulty in ensuring that homeless or near-homeless individuals can access the resources that are already available. The CSO will provide street outreach services, meet with those experiencing homelessness, and maintain a close relationship with existing service providers. Through this Agreement, Agency will have better success in getting individuals the services they need. Instead of having patrol officers responding to calls related to homelessness, the community services officer will help bridge the gap between those in need of services and those offering services.
3. The CSO, as a member of Agency’s police department, will be dispatched to homeless related calls for service, without the negative connotation that can occur with the presence of a typical patrol officer. The CSO will be dispatched to calls and be able to evaluate the situation, and determine if they have the available resources to work with the homeless individual, or if another agency would be better suited. The goal of the CSO position is to provide a consistent person to respond to calls for services from homeless individuals or calls from other members of the community related to homelessness to ensure consistent messaging and consistent services. The CSO position will be a partner, working with homeless persons instead of an enforcer, like typical police response.

##### Program Goals

- Increase access to services to support people experiencing homelessness.
- Track those accessing homeless services.
- Reduce the number of calls to non-emergency and 911 by being proactive in frequently visiting areas where homeless individuals frequent to build relationships and offer assistance in lieu of the current reactive approach.
- Continue to build relationships with local non-profits to offer services specific to the Sandy community.
- Allow Sandy Police to focus their work on other crimes.

## Data Collection and Reporting

To ensure that progress is being made to achieve the goals of the program, certain data collection and reporting will occur. Quarterly reports will be provided to Clackamas County to detail the following:

- Total number of contacts/referrals made.
- Total number of individuals receiving services from other service providers resulting from contacts/referrals made.
- Where available, total reduction in non-emergency and 911 calls (comparing prior year calls for service to current year calls for service).

This information will be collected by the Community Services Officer who will include the data in their typical reports, call data, and standard workpapers within the department.

## Budget

1. Funds granted under this Agreement may be used to fund one (1) FTE, and one capital expenditure for an approved vehicle. Agency will provide make, model, and cost of proposed vehicle to the County before purchasing, and will be responsible for procuring the vehicle in accordance with applicable law. County will approve vehicle prior to purchase. Capital costs will be one-time, and personnel would be limited term (for three years). A detailed breakdown is provided below:

<b>Budget</b>		
<b>Line Item Category</b>	<b>Narrative/Description</b>	<b>Funds Requested</b>
<b>Community Services Officer</b>		
<b>Personnel</b>		
CSO Wages	0.80 FTE	\$48,342
CSO Taxes and Benefits	0.80 FTE	\$33,839
<b>Personnel Subtotal:</b>		<b>\$82,181.00</b>
<b>Capital Expenditures</b>		
Vehicle	80% to be matched 20% by City of Sandy	\$32,000
<b>Capital Expenditures Subtotal:</b>		<b>\$32,000.00</b>
<b>FY 24/25 Subtotal:</b>		<b>\$114,181.00</b>
<b>FY 25/26</b>		
<b>Personnel</b>		
CSO Wages	0.80 FTE	\$51,001
CSO Taxes and Benefits	0.80 FTE	\$35,700
<b>FY 25/26 Subtotal:</b>		<b>\$86,701.00</b>
<b>FY 26/27</b>		
<b>Personnel</b>		
CSO Wages	0.80 FTE	\$53,805
CSO Taxes and Benefits	0.80 FTE	\$37,664

<b>FY 26/27 Subtotal:</b>	<b>\$91,469.00</b>
<b>Total Budget:</b>	<b>\$292,351.00</b>

*Disposition.* When the vehicle acquired under this Agreement is no longer needed for the original project or program or for other activities currently or previously supported by the County, Agency must request disposition instructions from the County. Disposition of the equipment will be made in accordance with County instructions.

*Use.* The vehicle purchased using funds granted under this Agreement must be used by the Agency in the program or project for which it was acquired as long as needed and the Agency must not encumber the property without prior approval of the County. When no longer needed for the original program or project, the vehicle may be used in other activities supported by the County.

When acquiring replacement equipment, the Agency may use the vehicle to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

*Management requirements.* Property records must be maintained that include a description of the vehicle, a serial number or other identification number, who holds title, the acquisition date, and cost of the property, percentage of County participation in the project costs for the County program under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, if applicable.

A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the vehicle. Any loss, damage, or theft must be investigated.

Adequate maintenance procedures must be developed to keep the vehicle in good condition.

If Agency is authorized or required to sell the vehicle, proper sales procedures must be established to ensure the highest possible return.