



CITY COUNCIL MEETING

Monday, May 19, 2025 at 6:00 PM

Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

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

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/89628594249>

Or by phone: (253) 215-8782; Meeting ID: 89628594249

WORK SESSION – 6:00 PM

1. [Sandy Housing Production Strategy \(HPS\)](#)

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 Minutes: April 21, 2025](#)
3. [IGA Approval: City of Lake Oswego \(LOCOM\)](#)
4. [Noise Exception Approval: Sandy Invitational Chainsaw Carving \(SICC\)](#)
5. [Noise Exception Approval: 4th of July Block Party with Amplified Music](#)

PRESENTATIONS

6. Outstanding Service Awards: Officer Quentin Carter and Officer Michael Boyes

NEW BUSINESS

7. [Discussion: Economic Development Priorities](#)
8. [Contract Approval: Sandy to Portland Transmission Main Contract for the Bull Run Supply Pump Station](#)
9. [Contract Approval: Transit Operations Services 2025-2027](#)

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

Item # 1.

Meeting Type: City Council and Planning Commission Joint Work Session
Meeting Date: May 19, 2025
From: Tim Wood, Project Manager with the FCS GROUP
Kelly O'Neill Jr., Development Services Director
Subject: Sandy Housing Production Strategy (HPS)

DECISION TO BE MADE:

Provide input and direction on the draft HPS Strategies.

APPLICABLE COUNCIL GOAL:

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

BACKGROUND / CONTEXT:

The City of Sandy has received grant funding from DLCD to conduct a Housing Production Strategy, which is required by House Bill 2003 ([link to HPS program overview, tools, actions, and strategies here](#)). The City has contracted with the FCS GROUP who have performed background data gathering, and draft strategy development for the City Council and the Planning Commission to consider. The HPS must outline concrete strategies the City will take to support or increase housing production and preservation and promote fair and equitable housing outcomes. These may include infrastructure improvements, regulatory changes, financial incentives, and land use regulation changes, among others. Each strategy will be clearly defined and tailored to address Sandy's specific housing challenges.

KEY CONSIDERATIONS / ANALYSIS:

City staff and the FCS GROUP have identified strategies (Exhibit A.) that could be included in the HPS, aimed at removing barriers to the development of housing. The City Council and the Planning Commission will have an opportunity at this work session to discuss this strategy list and provide input and direction to City staff and the FCS GROUP.

The FCS GROUP has also performed a Contextualized Housing Needs Analysis as required by [OAR 660-008-075](#). This analysis (Exhibit B.) provides background on existing trends and conditions.

BUDGET IMPACT:

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

RECOMMENDATION:

Provide input and direction on the draft HPS Strategies to City staff and the FCS GROUP.

SUGGESTED MOTION LANGUAGE:

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

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Draft list of Strategies
- Exhibit B. Contextualized Housing Needs Analysis
- Presentation Slides

EXHIBIT A.

Item # 1.

Local Housing Policy Actions

Strategy	Description
Implement an Affordable Housing Construction Excise Tax (CET)	A CET is a tax on construction permits to fund affordable housing programs. If the City were to adopt a CET, the tax would be up to 1% of the permit value on residential construction and an uncapped rate on commercial and industrial construction. CET funds can be used to pay for a variety of affordable housing programs and incentives.
Pursue outside funding for wastewater system improvement projects to keep utility rates affordable for ratepayers.	To facilitate housing development, Sandy must address its water and wastewater capacity limitations. Rising utility costs pose a threat to housing affordability, with rates having increased substantially in recent years. This is a long-term challenge, and without federal or state financial assistance, the City is limited in its ability to accommodate housing development as costs for system upgrades are estimated near \$200 million. The City will pursue federal and state funding including loans and grants to support system upgrades.
Use Surplus Public Land for Housing Development	The City would periodically conduct an inventory of City-owned land to identify surplus parcels suitable for affordable housing. Additionally, the City would collaborate with the County, State, and School District to identify other publicly owned land that may be repurposed for housing.
Construct capital improvements necessary to convey the City's wastewater to its new permanent discharge location.	
Pursue accommodations from the State to ensure additional housing development by making science-based improvements to the City's NPDES Permit.	Reasonable accommodations to Sandy's NPDES permit to discharge into Tickle Creek, particularly basing discharge limitations on stream flows rather than calendar dates, will protect the City against possible future adverse actions and/or Capacity Assurance Program restrictions pursuant to the Consent Decree with Oregon DEQ and US EPA.

Local Housing Policy Actions

Strategy	Description
Monitor and Require Registration for Short Term Rentals	To mitigate the potential impact of short-term rentals on housing availability and affordability, the City can implement regulations on short-term rentals starting with mandatory registration and the collection of Transient Lodging Taxes. As part of this process, the City would monitor STR activity to assess its effects on local housing supply.
Complete wastewater treatment plant improvements necessary to secure approval from EPA and DEQ to raise the City's Consent Decree Capacity Assurance Program Limit by 190 ERUs.	
Complete and adopt the Wastewater System Facility Plan Amendment	
Support Preservation of Manufactured Home and Mobile Home Parks	To protect affordable housing options, the City can designate existing manufactured home communities as a single-use zone restricted to manufactured housing. This zoning amendment would prevent conversion of these parks into other uses unless redevelopment plans include a specified percentage of affordable units.
Expand Partnership with Local Service Providers, such as AntFarm and continue to fund Community Services Officer to Support Homeless Population.	Work with AntFarm to support the local homeless population by enhancing collaboration on housing solutions. The City could also retain the Community Services Officer position to help coordinate these efforts.
Promote Accessible Design Standards	The City could offer pre-approved plans for homes that meet standards like Universal Design or Lifelong Housing Certification.
Promote Cottage Cluster Housing	Encourage the development of cottage clusters, which are small homes grouped around shared open spaces. This housing type typically includes 4-14 units, each ranging from 1,000 to 1,200 square feet. The City can amend the Development Code to allow cottage clusters in more residential zones, ensuring that design and development standards support flexibility.

Date: May 8, 2025

To: Kelly O'Neill Jr., City of Sandy

From: Todd Chase & Tim Wood, FCS

RE: City of Sandy Contextualized Housing Needs and Community Engagement Summary

As required by ORS 197.290 Oregon cities must comply with statewide planning Goal 10 Housing when preparing a comprehensive plan update.

The attached document provides a summary of contextualized housing needs in the city of Sandy (City), incorporating data from the Sandy Housing Capacity Analysis (HCA, adopted April 1, 2024) and provides a summary of the community engagement and input received from the general public and housing stakeholders.

The Contextualized Housing Needs and Community Engagement summary will be incorporated into the Sandy Housing Production Strategy (HPS) and may be refined further as community engagement continues. **The Sandy HPS will include the following topics:**

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

The attached document is intended to provide the background documentation that is required as part of Item E above as an appendix to the Sandy HPS.

- **Appendix A: Contextualizing Housing Needs.** This appendix provides context for Sandy's housing needs. It includes key findings from the Sandy Housing Capacity Analysis (HCA), with current available data updates.

APPENDIX A: CONTEXTUALIZED HOUSING NEEDS ANALYSIS

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

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

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

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

Understanding Housing Needs in Sandy

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

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

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

Another critical aspect of housing need is access to housing free from discrimination, which is a right that is protected under federal Fair Housing law. Oregon and its cities have a legal responsibility to

Affirmatively Further Fair Housing (AFFH). The Sandy HPS considers AFFH requirements when evaluating the City's existing policies and developing actions to be included in a strategy.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

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

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

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

Housing Need Key Findings

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

- **Single-Family Detached:** 1,454 units to be added by 2043
- **Single-Family Attached:** 170 units to be added by 2043
- **Duplex, Triplex, Quadplex:** 121 units to be added by 2043

- **Multifamily:** 679 units to be added by 2043

Housing costs in Sandy have risen substantially in recent years, consistent with national trends.

Between 2014 and 2024, Sandy's average multifamily dwelling asking rent increased 49% from \$1,086 per month to \$1,614 per month, excluding utilities). Sandy's median home sales price increased 133% between 2014 and 2024 from \$215,000 to \$502,000.

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

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

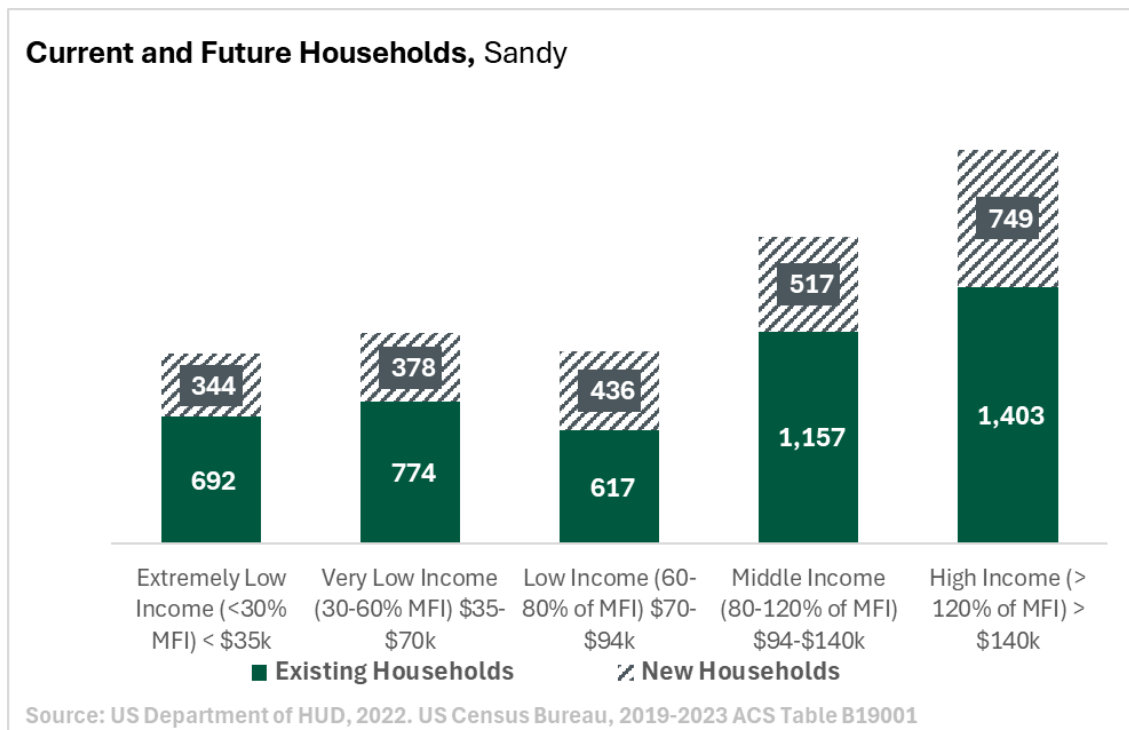


Source: Source: Department of Housing and Urban Development, Portland MSA, 2024. Oregon Employment Department (2023 wage estimates)

¹ Affordable home sales prices are illustrative estimates and do not make assumptions about specific interest rates, amount of down payment, whether mortgage insurance will be required, or other factors

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

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



that are unique to an individual household's mortgage. These are based on income only and do not consider accumulated wealth or debt.

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

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

Sandy residents have a variety of housing needs, with some populations facing more barriers to accessing housing. These challenges often stem from potential discrimination, as well as socioeconomic factors. To gain a better understanding of housing needs in Sandy, the project team conducted interviews with service providers and obtained feedback from the City Council, Planning Commission, and City staff.

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

- **Latino Population:** Many Latino residents in Sandy work in agriculture, which tends to be a lower-wage occupation. Many households have children and may need larger housing sizes. Some Latino residents choose to live in Sandy due to the perception of increased safety relative to other areas in the Portland Metro region.
- **People Experiencing Homelessness:** This group in Sandy includes local youth, lower-income workers, individuals on social security, and those without jobs. Some of this population faces mental health and addiction challenges. These individuals often need access to emergency and transitional housing with services. There is perceived community resistance to homeless services in Sandy, which complicates efforts to address their needs.
- **Seniors:** Many seniors need help accessing available resources, especially as information and applications move online. Some seniors struggle with mental health issues related to loneliness and isolation. Those seniors on fixed incomes face challenges with rising property taxes, housing maintenance, and utility costs, even if they've paid off their homes. Some seniors want to remain in the community and need support to age in place. A local assisted memory care facility recently closed, reducing available services.

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

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

WHAT IS COST BURDEN?

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

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

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

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

These findings underscore the need for focused efforts to address the unique housing challenges faced by lower-income residents in Sandy. Exhibit 1 **Exhibit 3** underscores the demographic scale of need for these family cohorts and potential policy actions to meet those needs.

Exhibit 1. Populations with Unmet Housing Needs

TARGET POPULATION	SCALE OF NEED	MEETING FUTURE NEED
Extremely Low Income (<30% MFI)	15% of total households <ul style="list-style-type: none"> 692 existing households 344 new households by 2043 Afford up to \$875 per month	New subsidized housing; preserving existing income-restricted housing
Very Low Income (30% to 60% MFI)	17% of total households <ul style="list-style-type: none"> 774 existing households 378 new households Afford up to \$1,750 per month	New subsidized housing; preserving existing “naturally occurring affordable housing”
Low Income (60% to 80% MFI)	13% of total households <ul style="list-style-type: none"> 617 existing households 436 new households Afford up to \$2,340 per month	New subsidized housing; preserving existing “naturally occurring affordable housing”
Middle Income (80% to 120%)	25% of total households <ul style="list-style-type: none"> 1,157 existing households 517 new households Afford up to \$3,500 per month	New market-rate rental housing and smaller market rate homes for ownership; preserve existing smaller, older homes
People of Color (POC), including Latino	18% of existing households The largest community of color is Latino, accounting for 691 people in Sandy.	Increased access to affordable housing options; housing for larger households; access to housing without discrimination
People with a Disability	12% of Clackamas County’s population have a disability ² Housing need: 290 new units (12% of total need)	Housing with design standards that meet their needs; access to housing without discrimination; access to services; access to public transportation
People Experiencing Homelessness	Estimated 571 individuals in Clackamas County as of 2022. Estimated 10 adults and 40 youth in Sandy as of 2023.	Emergency assistance and shelter; permanent supportive housing; deeply affordable units; access to housing without discrimination
Seniors	19% of Sandy’s population is over 60 years old (2,391 people)	Access to affordable housing options; access to supports to “age in place”, homes in intergenerational communities, access to services and transportation; support accessing resources
Young families and single-parent households	TBD	Increased access to affordable housing options; access to affordable childcare

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

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

Data Used in this Analysis

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

- **The Decennial Census**, which is completed every ten years and is a survey of all households in the United States. The Decennial Census does not collect more detailed household information, such as income, housing costs, housing characteristics, and other important household information.
- **The American Community Survey (ACS)**, which is completed every year and is a sample of households in the United States. The ACS collects detailed information about households, including demographics (e.g., number of people, age distribution, ethnic or racial composition, country of origin, language spoken at home, and educational attainment), household characteristics (e.g., household size and composition), housing characteristics (e.g., type of housing unit, year unit built, or number of bedrooms), housing costs (e.g., rent, mortgage, utility, and insurance), housing value, income, and other characteristics. The most up-to-date ACS data available for the HCA was for the 2016-2020 period. For readability throughout the report, we refer to the 2016-2020 ACS period as 2020. We included updates to the ACS data for the 2019-2023 ACS period, for the purpose of the HPS. This data is referred to as 2023 data for readability.
- **Comprehensive Housing Affordability Strategy (CHAS)**, which is custom tabulations of American Community Survey (ACS) data from the US Census Bureau for the US Department of Housing and Urban Development (HUD). CHAS data show the extent of housing problems and housing needs, particularly for low-income households. CHAS data are typically used by local governments as part of their consolidated planning work to plan how to spend HUD funds and

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

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

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

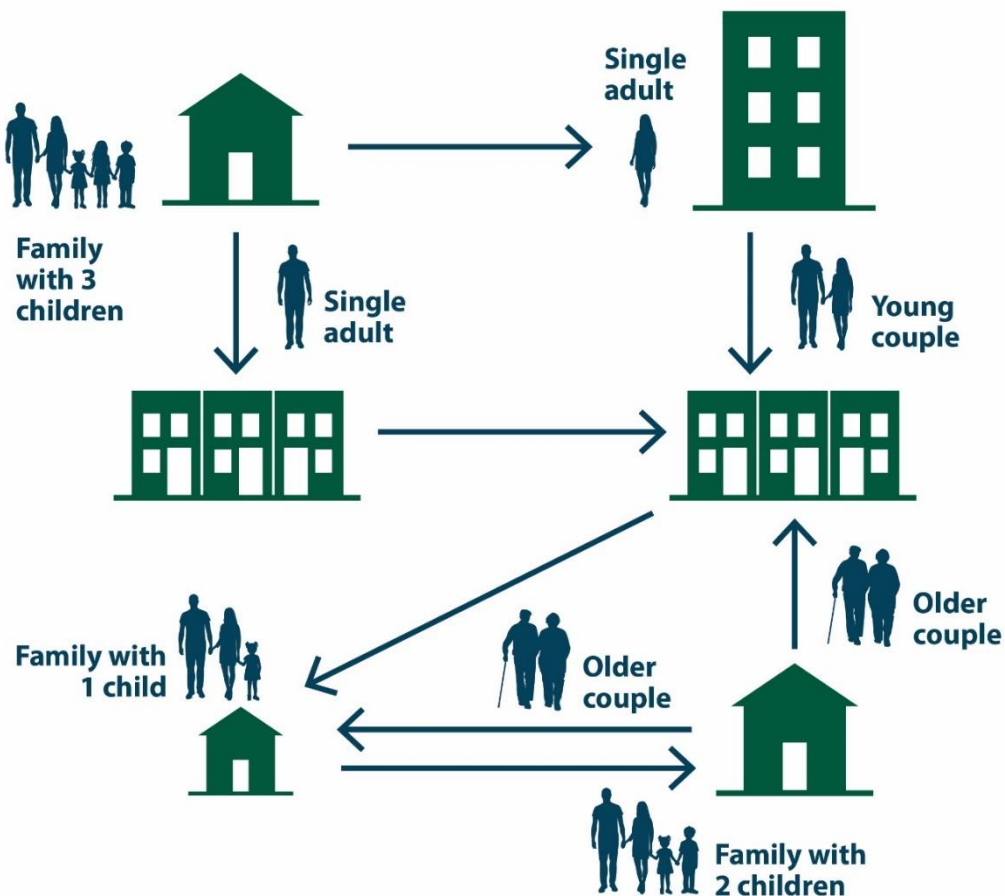
for HUD to distribute grant funds. The most up-to-date CHAS data covers the 2015-2019 period, which is a year older than the most recent ACS data for the 2016-2020 period.

Regional and Local Demographic Trends May Affect Housing Need in Sandy

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

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

Exhibit 4. Effect of Demographic Changes on Housing Need



Sandy's Population is Growing

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

Exhibit 2 shows that Sandy's population grew by 140% between 2000 and 2024, adding 7,548 new residents at an average annual growth rate of 3.7%. Population in Sandy has been increasing 3-4 times faster than the growth that has been occurring in Clackamas County and Oregon.

Exhibit 2. Population, Sandy, Clackamas County, Oregon, U.S., 2000, 2010, 2023

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

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

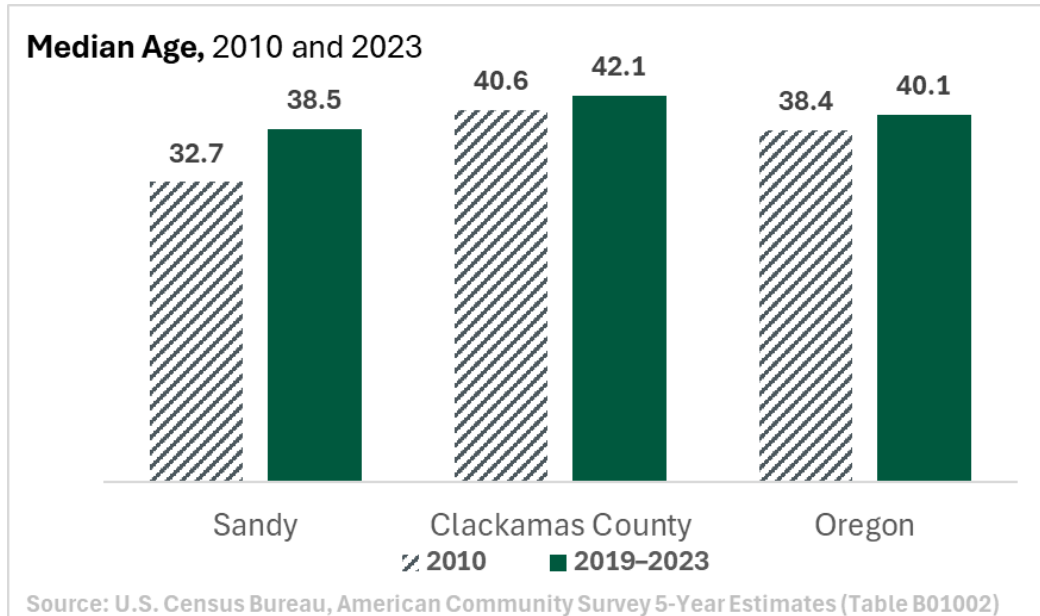
Age of People in Sandy

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

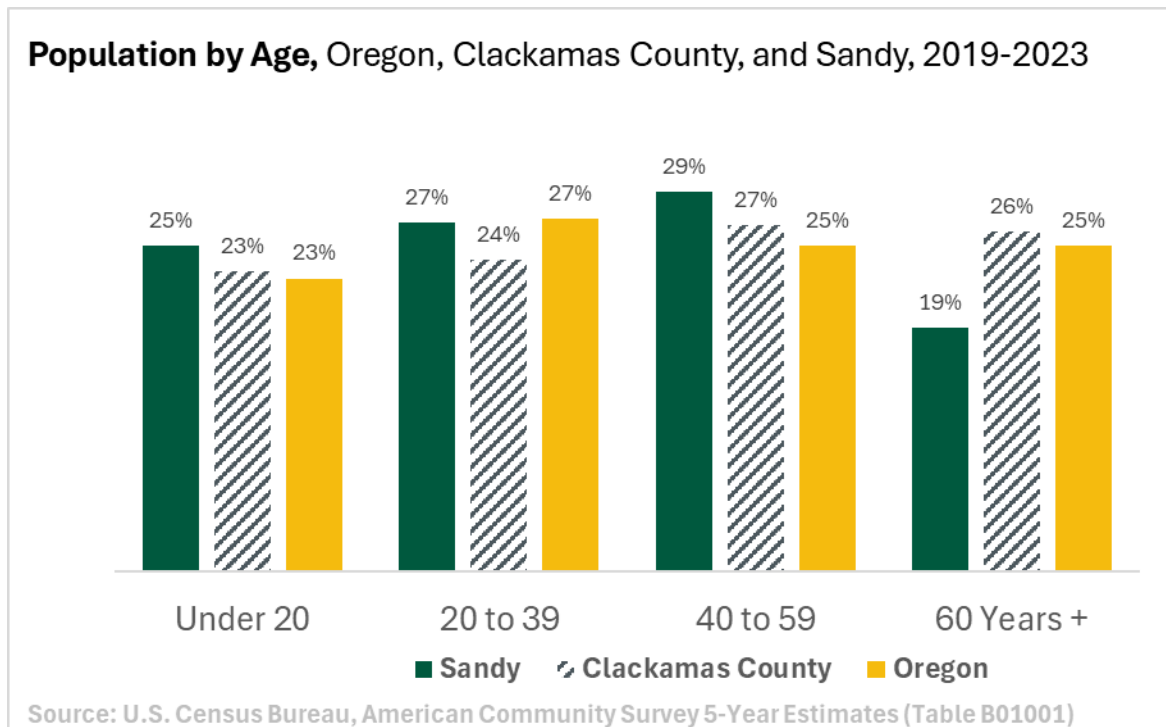
While Sandy currently has a smaller senior population than the county overall, the forecast shows the 60+ age group will grow substantially in the coming decades. Senior households will make a variety of housing choices, including remaining in their homes as long as they are able, downsizing to smaller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

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

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

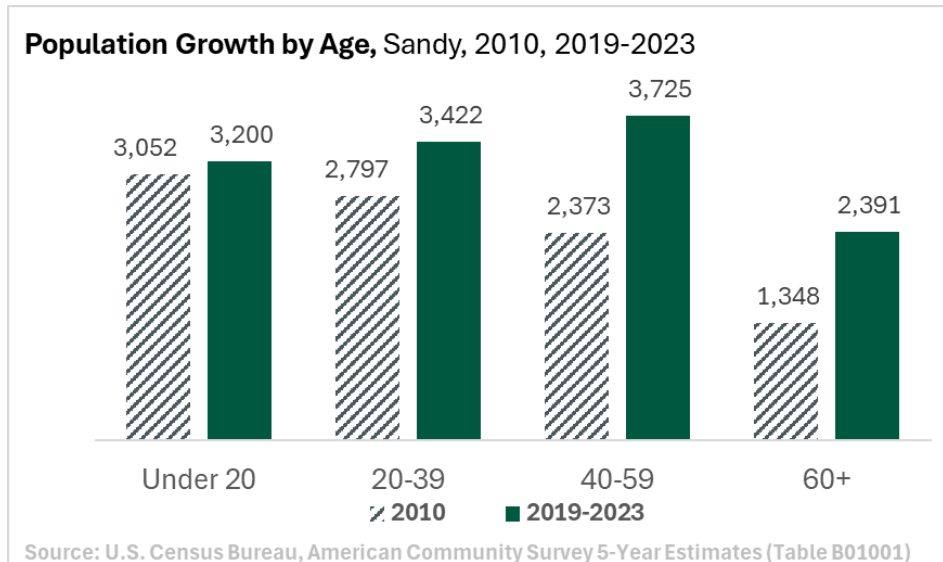
Exhibit 6. Median Age, Sandy, Clackamas County, and Oregon, 2010 to 2019-2023

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

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

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

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



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

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

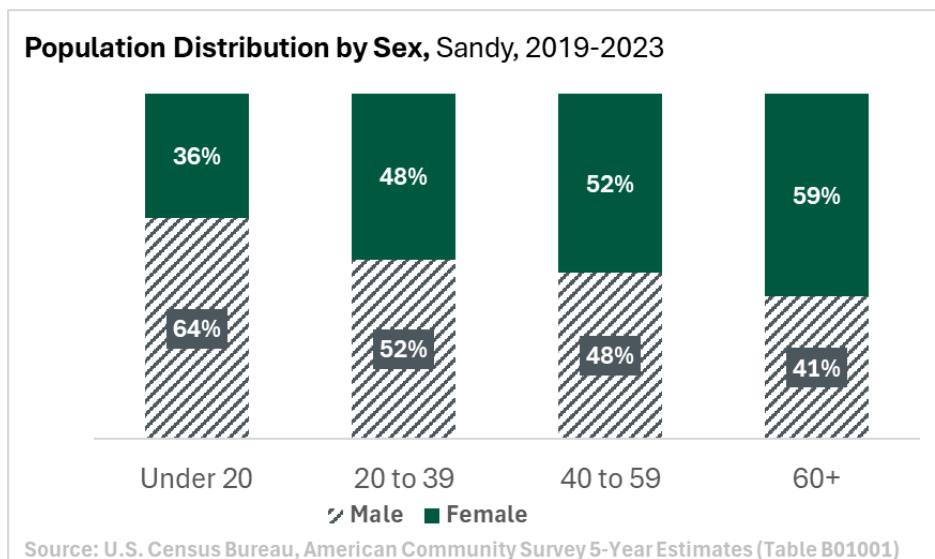


Exhibit 10 shows that all age groups are expected to grow over the next two decades in Clackamas County. People over age 60 are forecast to increase by 31%, adding more than 34,500 people to that cohort by year 2040. People within the age 40 to 59 cohort are expected to increase measurably by 32,576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

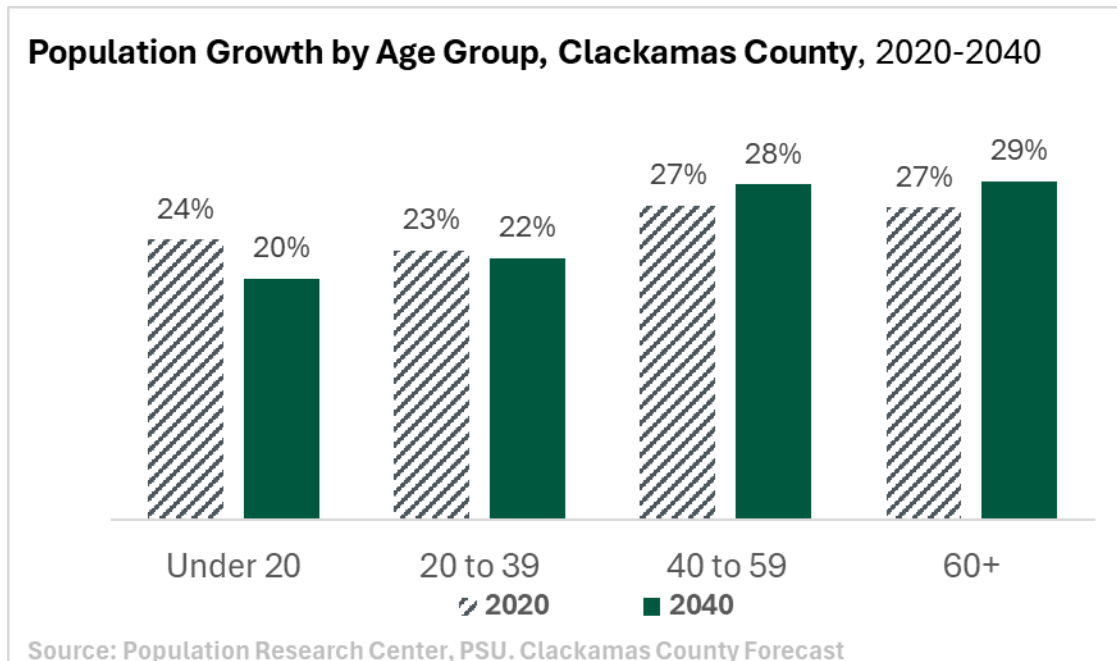
Exhibit 10. Fastest-Growing Age Groups, Clackamas County, 2020 to 2040

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

Source: Population Research Center, PSU. Clackamas County Forecast

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

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

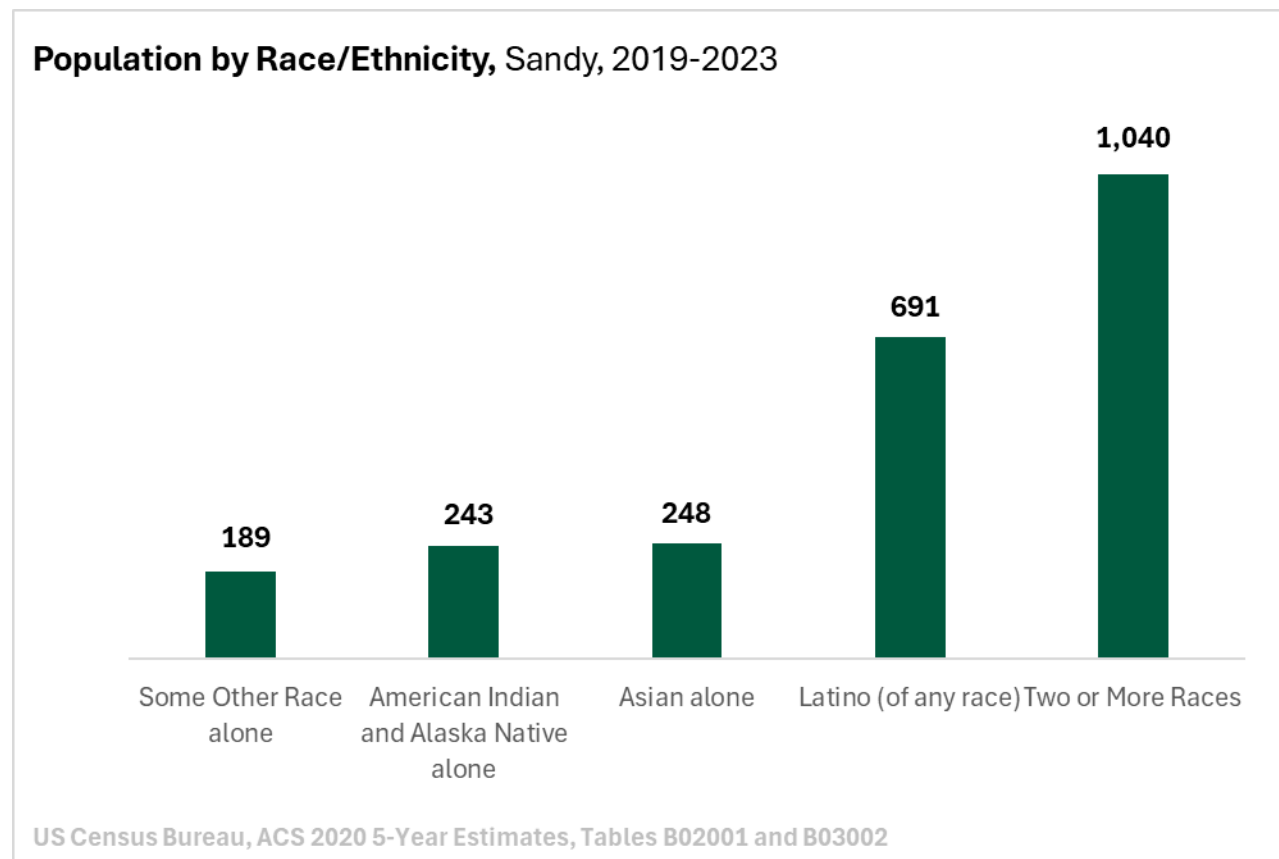


Race and Ethnicity

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

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

Exhibit 12. Population by Race/Ethnicity, Sandy, 2019-2023



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

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

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

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

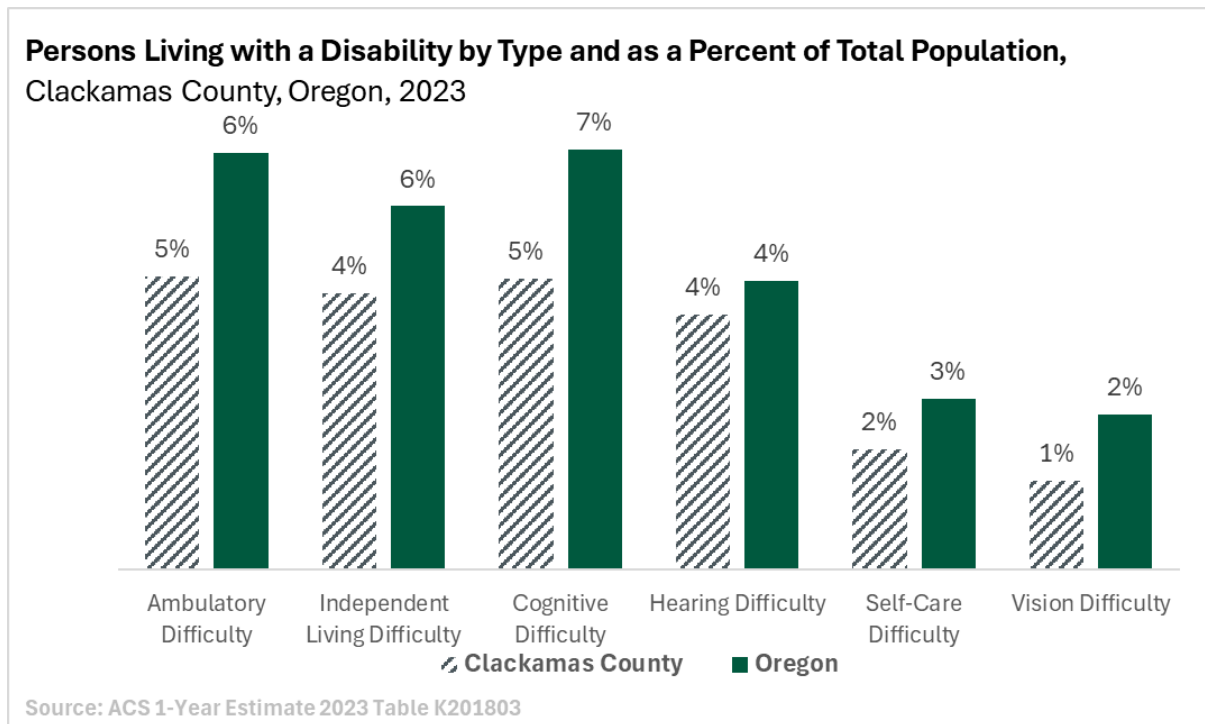
Source: US Census Bureau, ACS 2020 5-Year Estimates, Tables B02001 and B03002

People with Disabilities

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

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

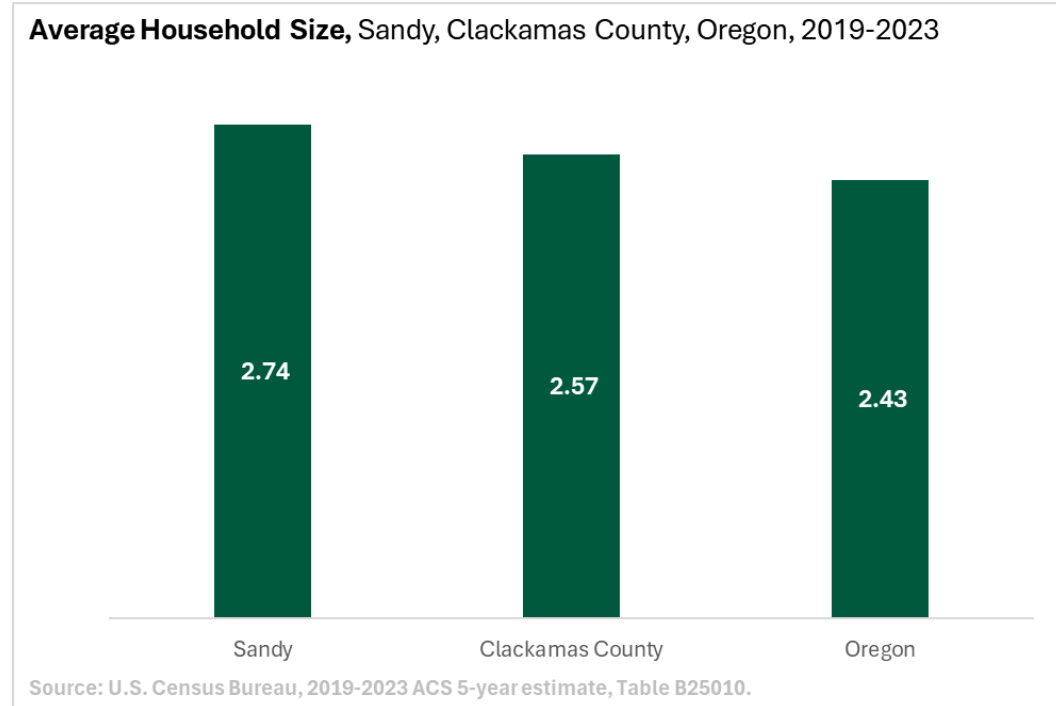
Exhibit 14. Persons Living with a Disability by Type and as a Percent of Total Population, Clackamas County, Oregon, 2019-2023.



Household Size and Composition

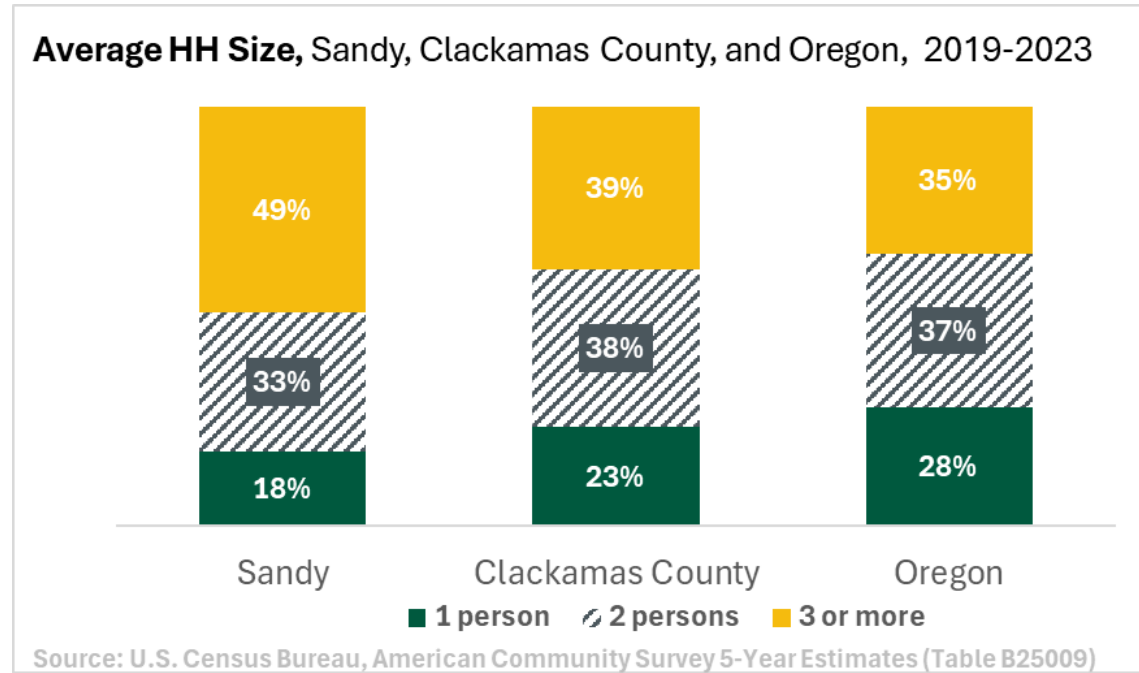
Housing need varies by household size and composition. The housing needs of a single-person household are different than those of a multi-generational family. On average, Sandy's households are larger than Clackamas County's and Oregon's. Sandy's average household size (2.74) was larger than the Clackamas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

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



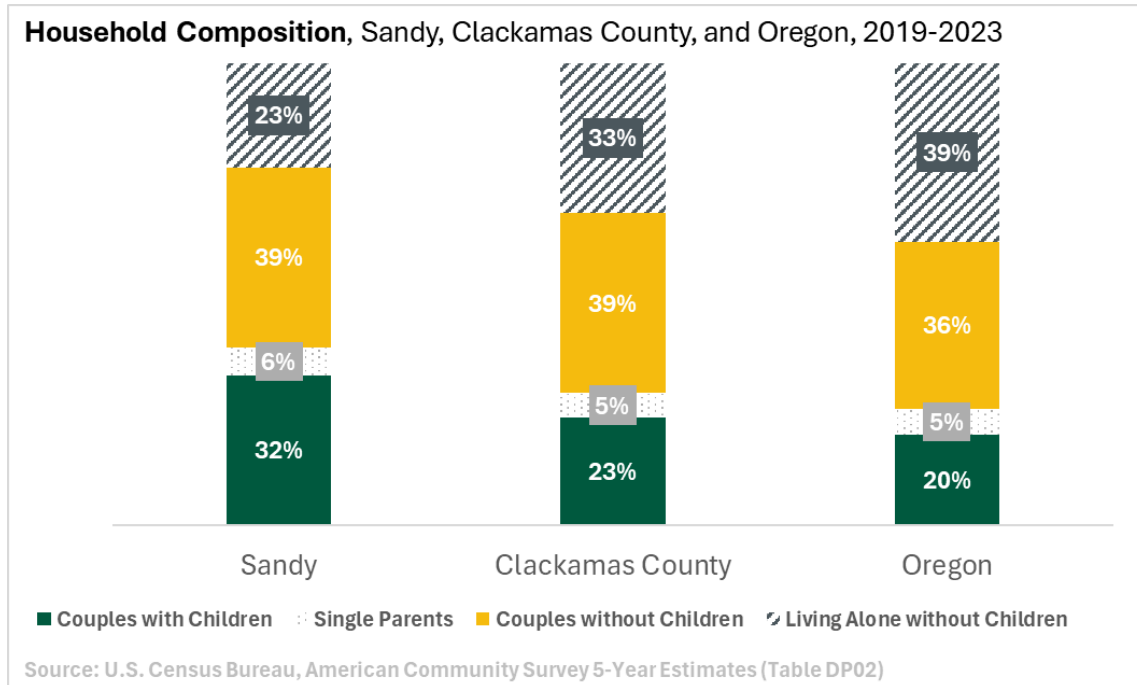
Sandy had a larger share of households with 3 or more people than Clackamas County and Oregon (**Exhibit 16**).

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



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

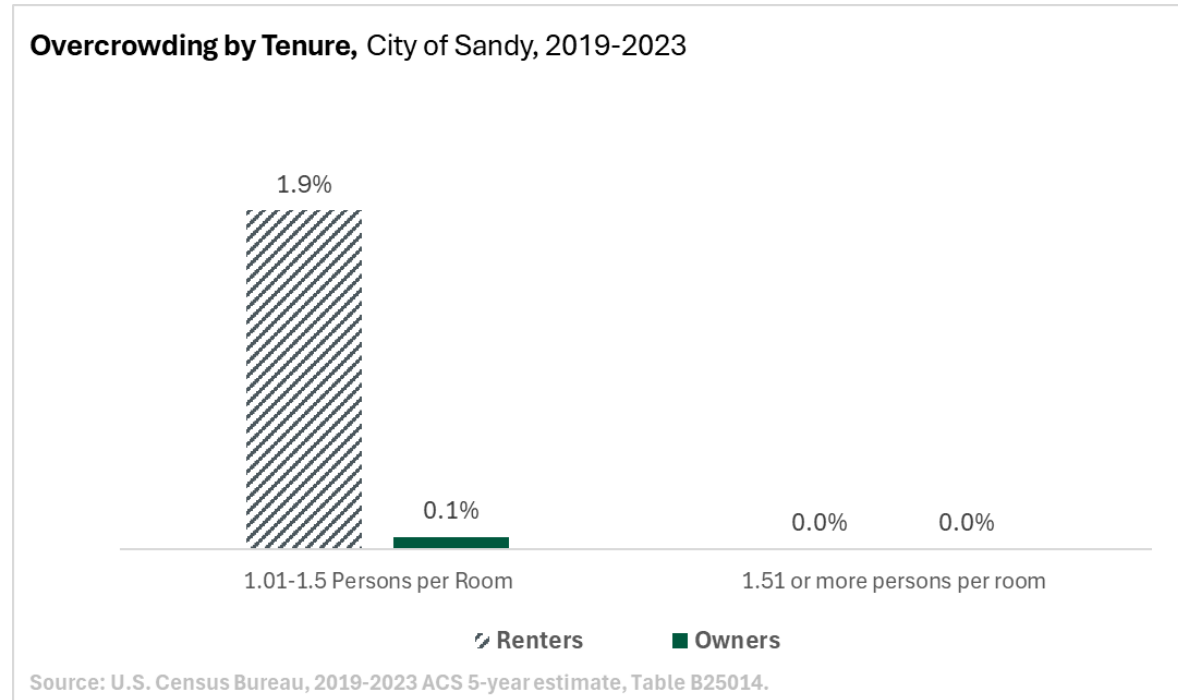
Exhibit 17. Household Composition, Sandy, Clackamas County, and Oregon, 2019-2023



Overcrowding

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

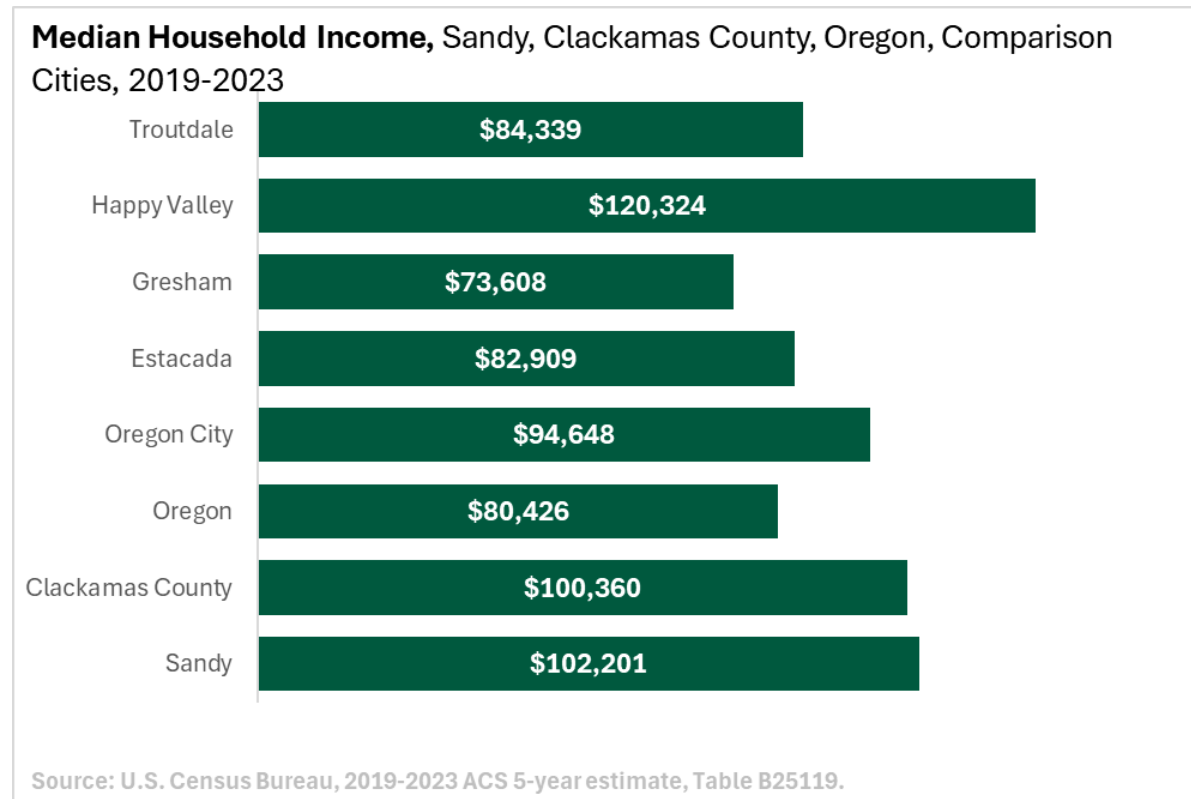
In Sandy it is estimated that 1.9% of all renter households experience overcrowding (**Exhibit 18**).

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

Household Income

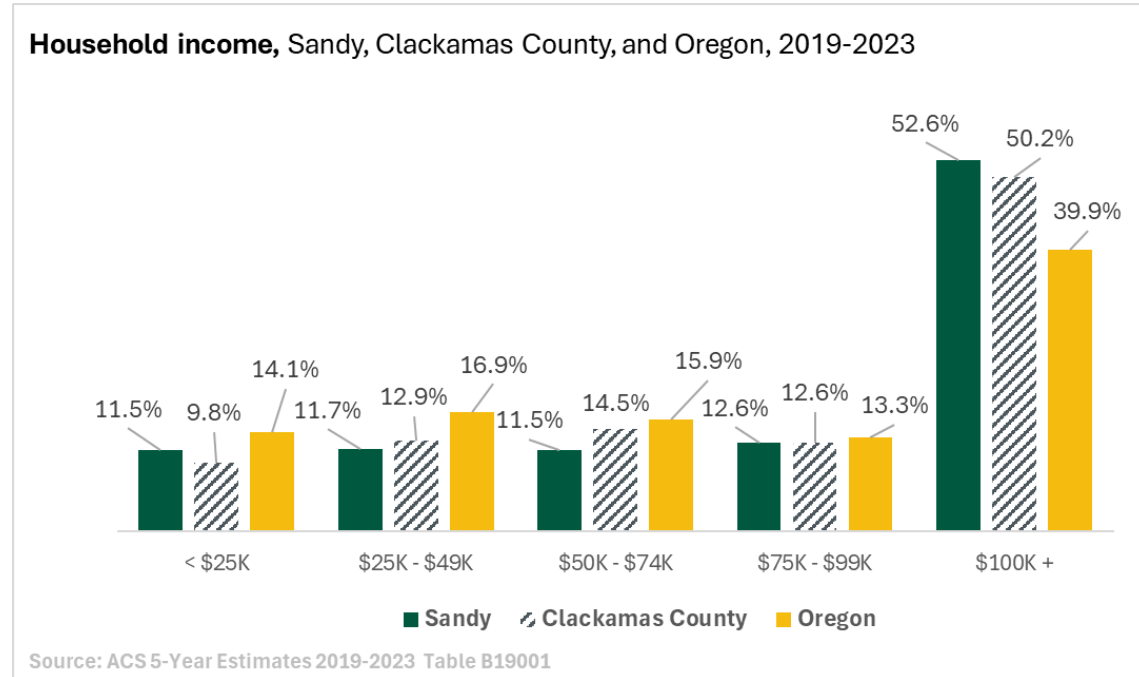
Income is one of the key determinants in housing choice and a household's ability to afford housing. In 2023, As shown in **Exhibit 19**, Sandy's median household income (\$102,201) was slightly higher than the Clackamas County median (\$100,360). Without adjusting for inflation, Sandy's household income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

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



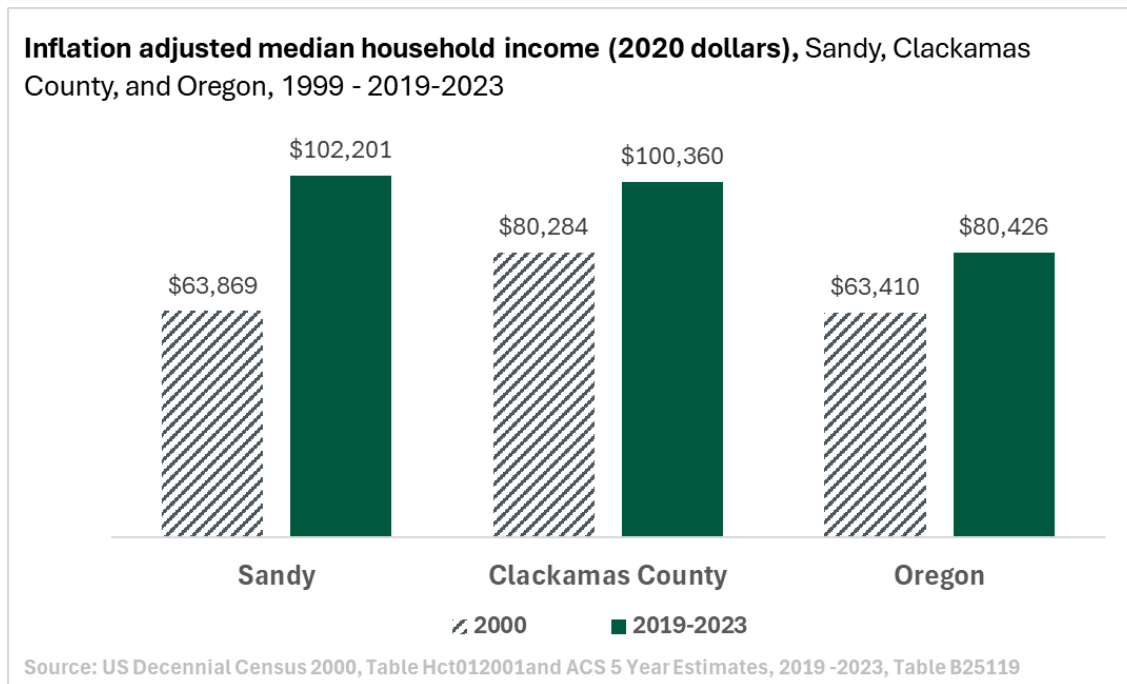
Just under two thirds of all households in Sandy (65%) earned more than \$75,000 per year, compared to 63% of Clackamas County households and 53% of Oregon households. Sandy has a smaller share of households earning less than \$50,000 than the state (**Exhibit 20**).

Exhibit 20. Household Income Distribution, Sandy, Clackamas County, Oregon, 2019-2023



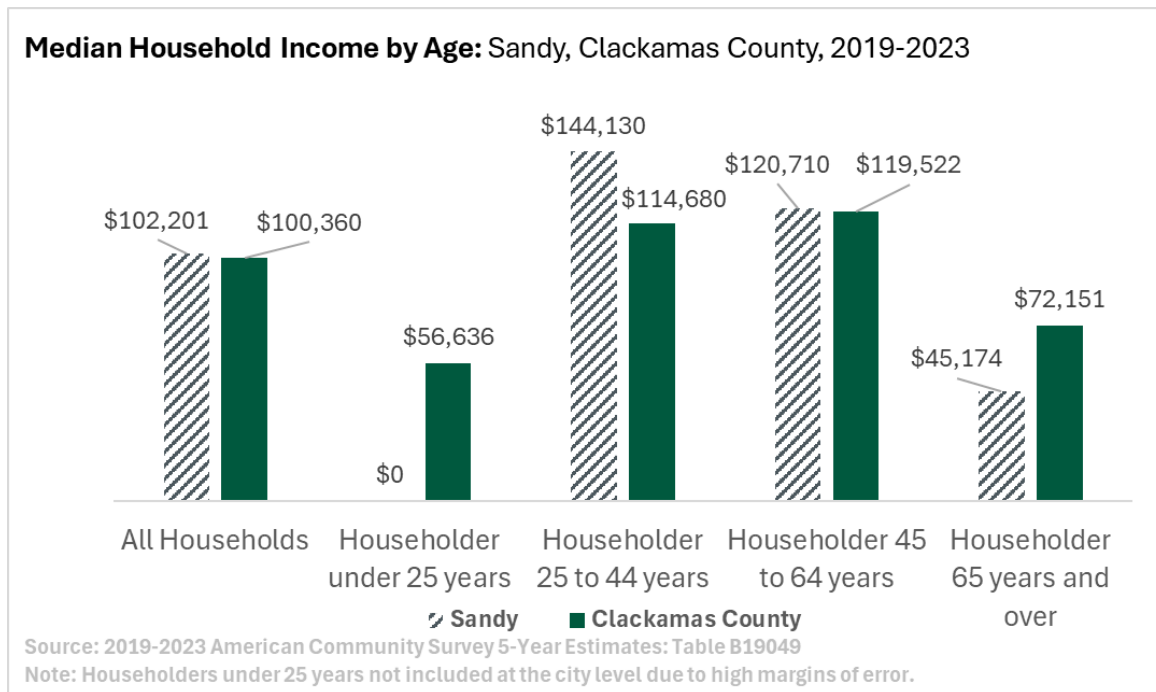
Adjusting for inflation, Sandy's median household income increased by 60% between 1999 and 2023—from \$63,869 in 1999 to \$102,201 in 2023. This was a faster rate of income growth than experienced at the county and state levels (**Exhibit 21**).

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



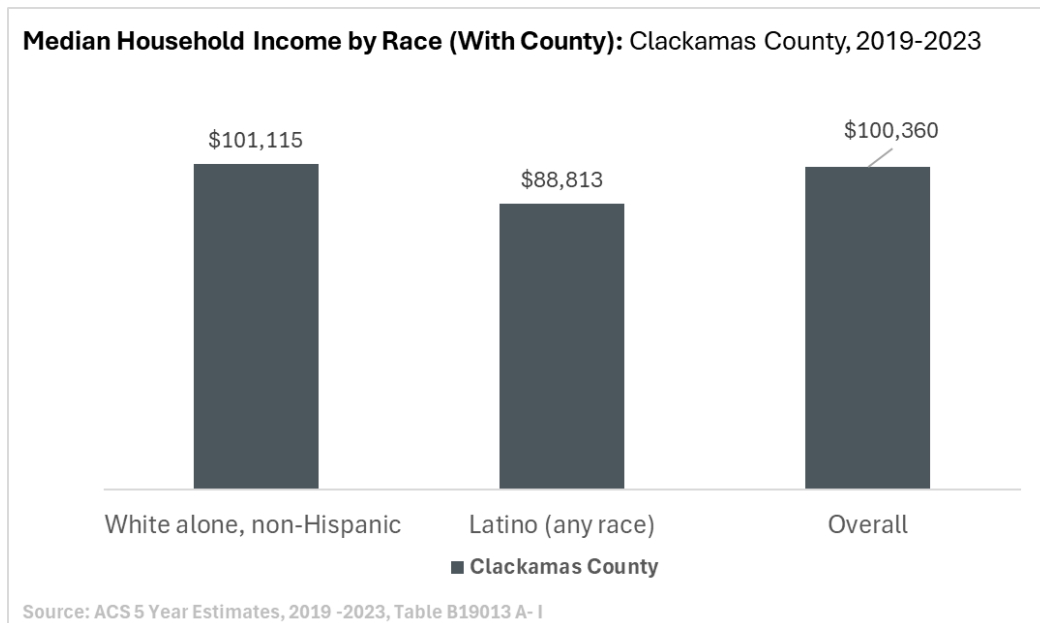
Senior households (over age 65) had median household income of approximately \$45,000 in 2023 which was well below the overall citywide median household income (\$102,201). Working-aged households (those 25 to 65 years old) had the highest median income, consistent with county and state data (**Exhibit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

Exhibit 22. Median Household Income by Age of Householder, Sandy, 2019-2023



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

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



Housing Market Conditions and Trends

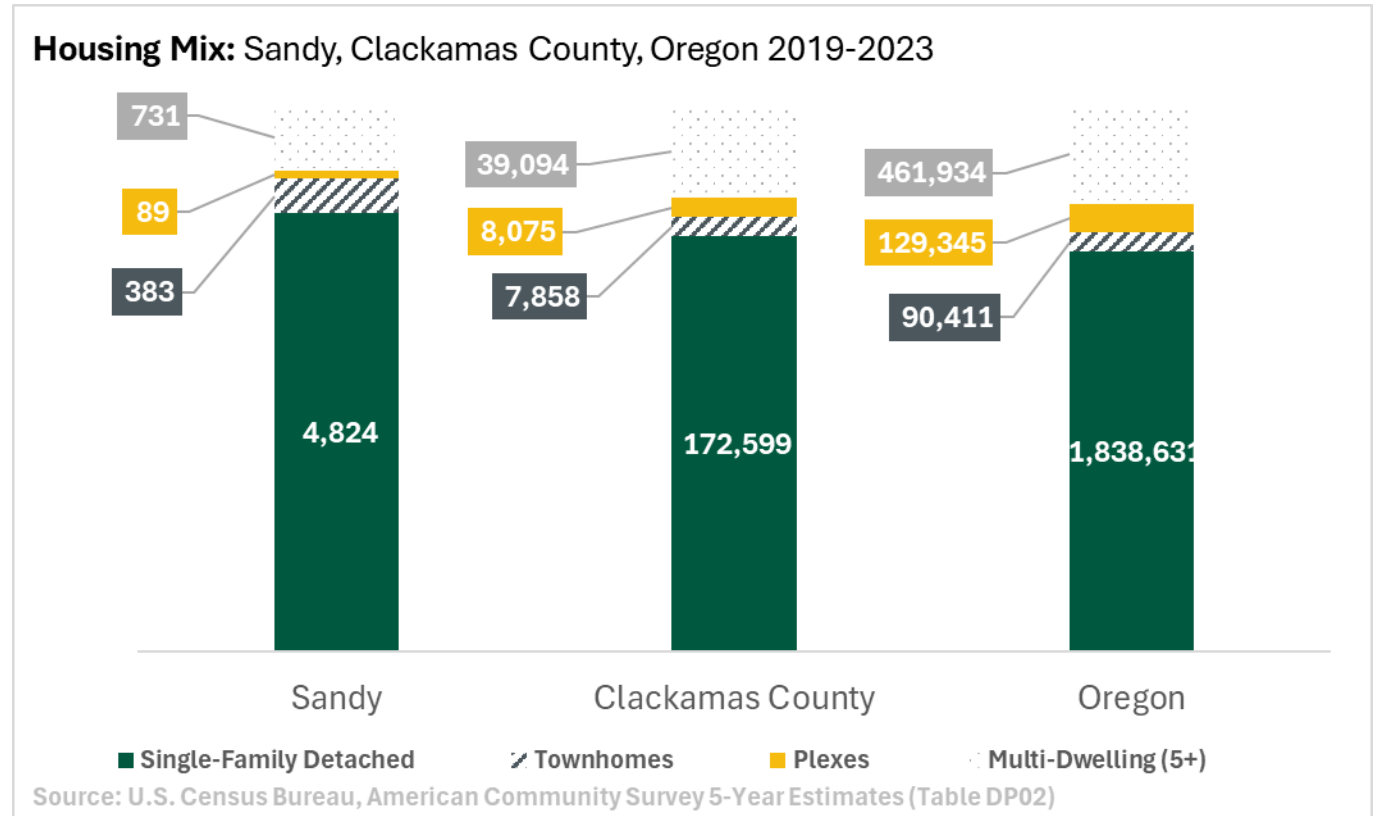
An analysis of housing market conditions and trends in Sandy provides insight into the local housing market. The housing types used in this analysis are consistent with needed housing types as defined in ORS 197.303:

- **Single-family detached** includes single-family detached units, manufactured homes on lots and in mobile home parks, and accessory dwelling units. Single-family detached also includes cottage cluster housing.
- **Single-family attached** are all structures with a common wall where each dwelling unit occupies a separate lot, such as row houses or town houses.
- **Multi-dwelling with 2 to 4 units** are attached structures such as duplexes, triplexes, and quadplexes. These units are referred to as “plexes” in this report.
- **Multi-dwelling with 5 or more units** are attached structures with five or more dwelling units per structure.

Existing Housing Stock

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

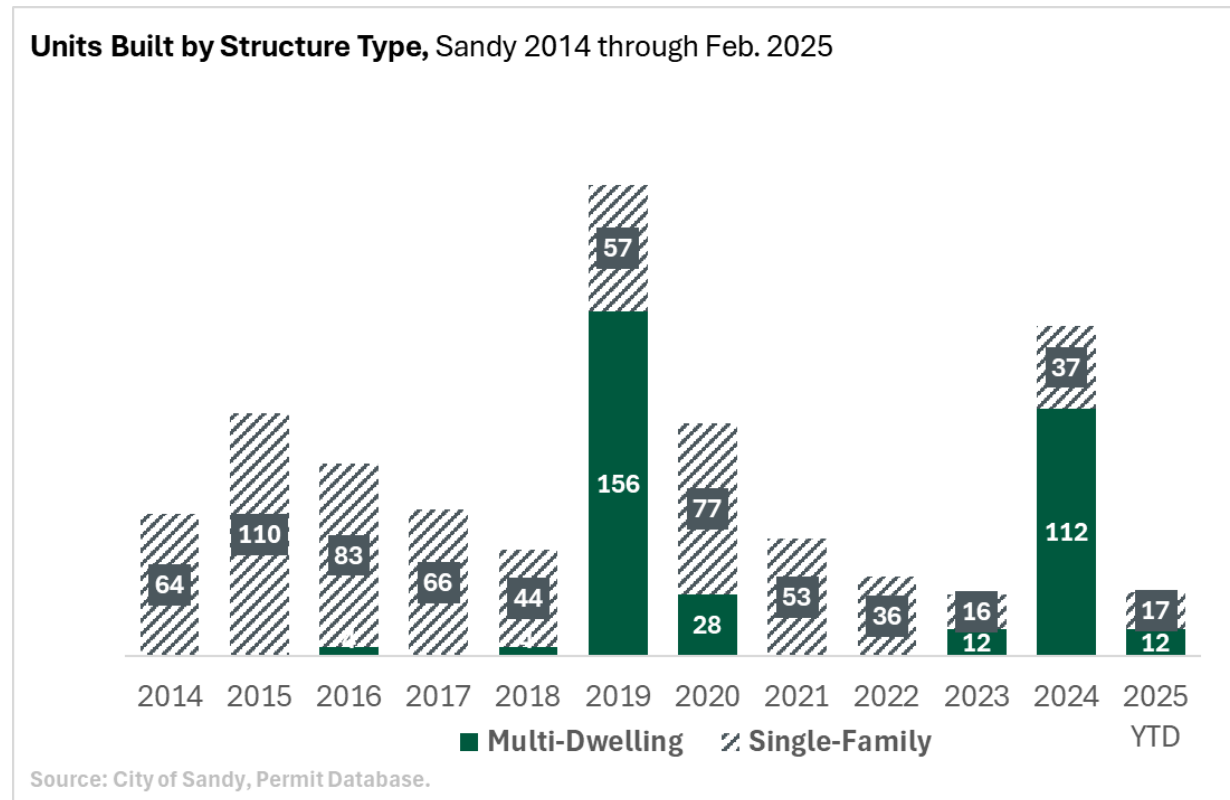
Exhibit 24. Housing Mix, Sandy, Clackamas County, and Oregon, 2019-2023



Building Permits

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

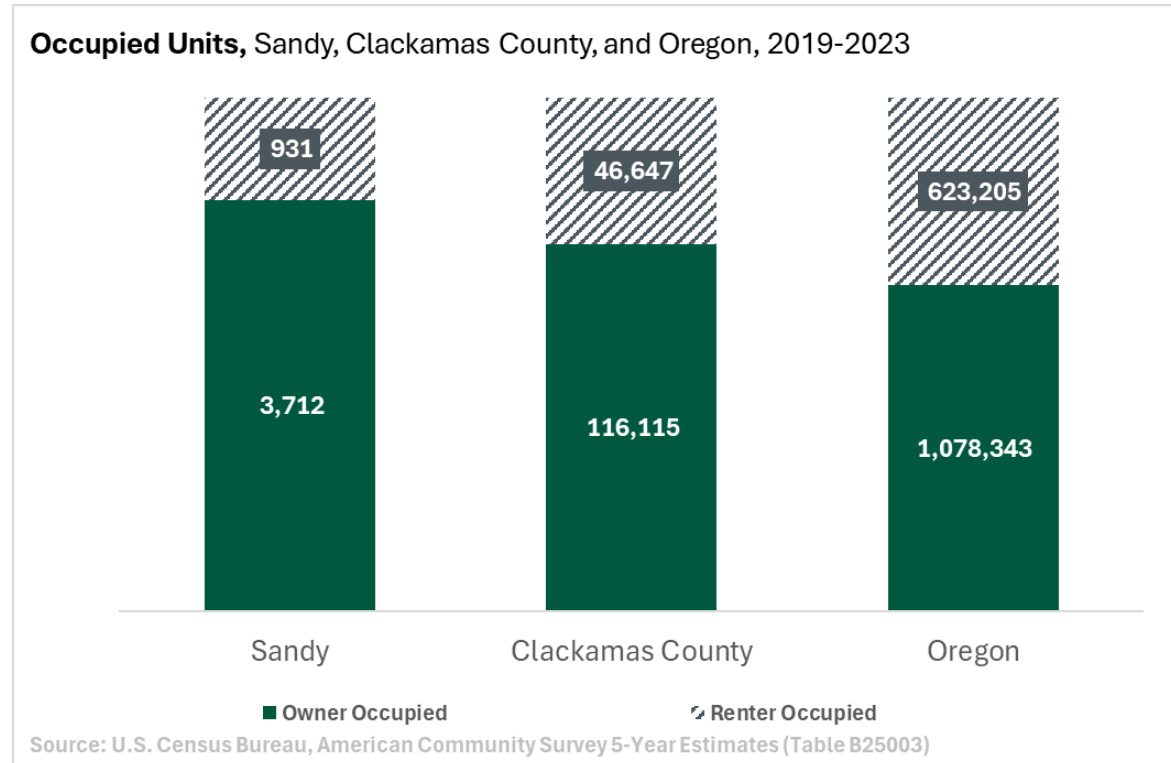
Exhibit 253. Units Built by Structure Type, City of Sandy, 2014 to Feb. 2025



Housing Tenure

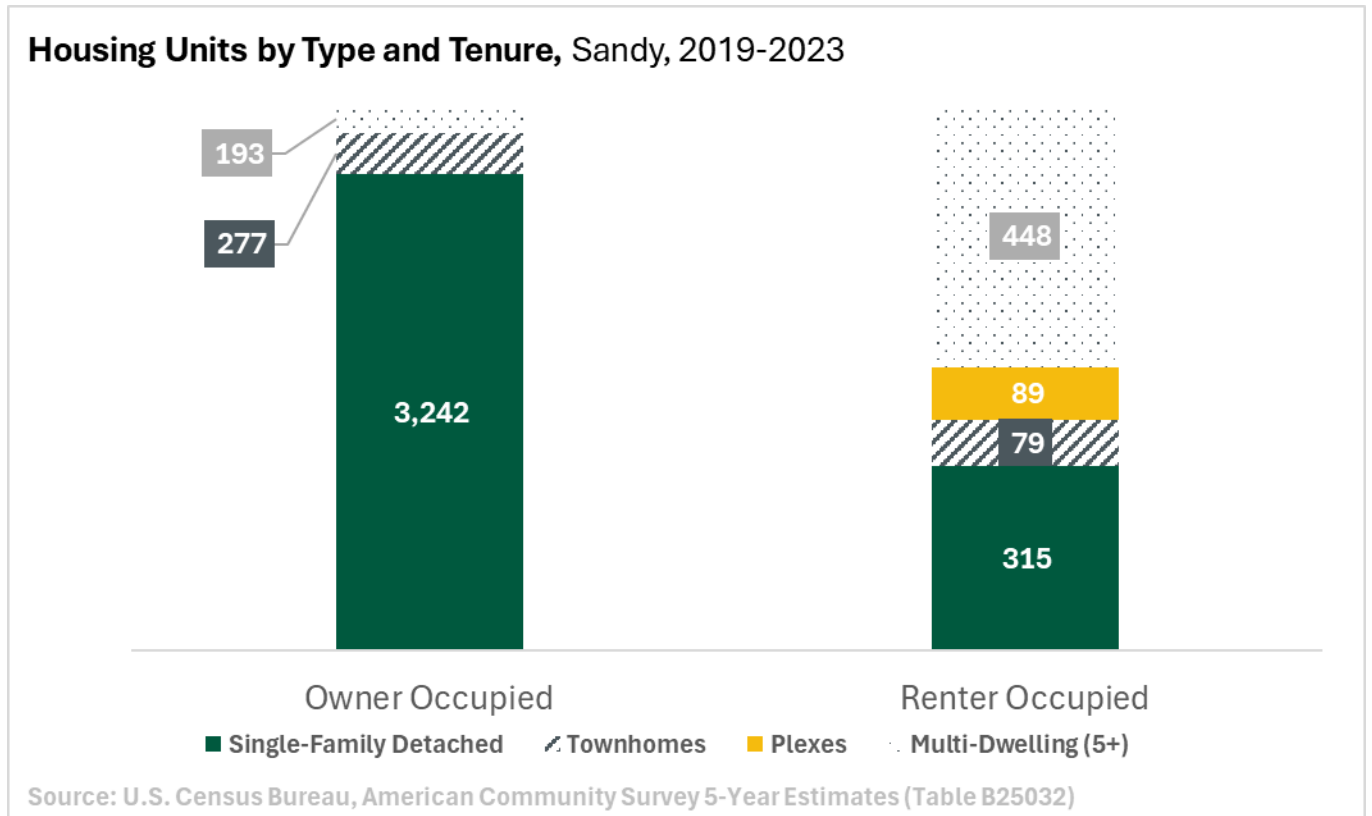
Housing tenure describes whether a dwelling is owner-occupied or renter-occupied. Currently it is estimated that approximately 8 in 10 housing units are owner occupied and 2 in 10 are renter occupied. Sandy's homeownership rate increased by twelve percentage points between 2000 and 2023. The City's home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

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



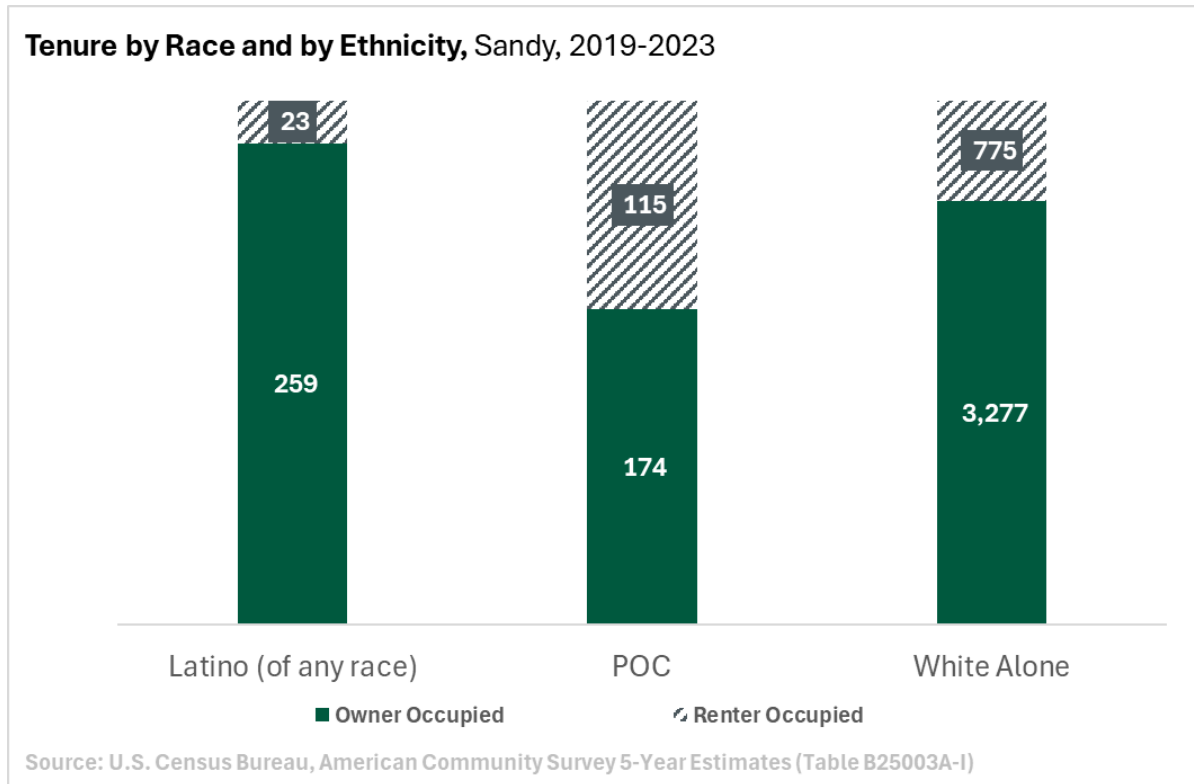
Most of Sandy's homeowners (87%) reside in single-family detached housing. In comparison, 34% of Sandy renters reside in single-family detached housing; 10% live in duplex, triplex, or quadplex housing; and 48% live in multi-dwellings while the remaining 8% live in townhomes (**Exhibit 27**).

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



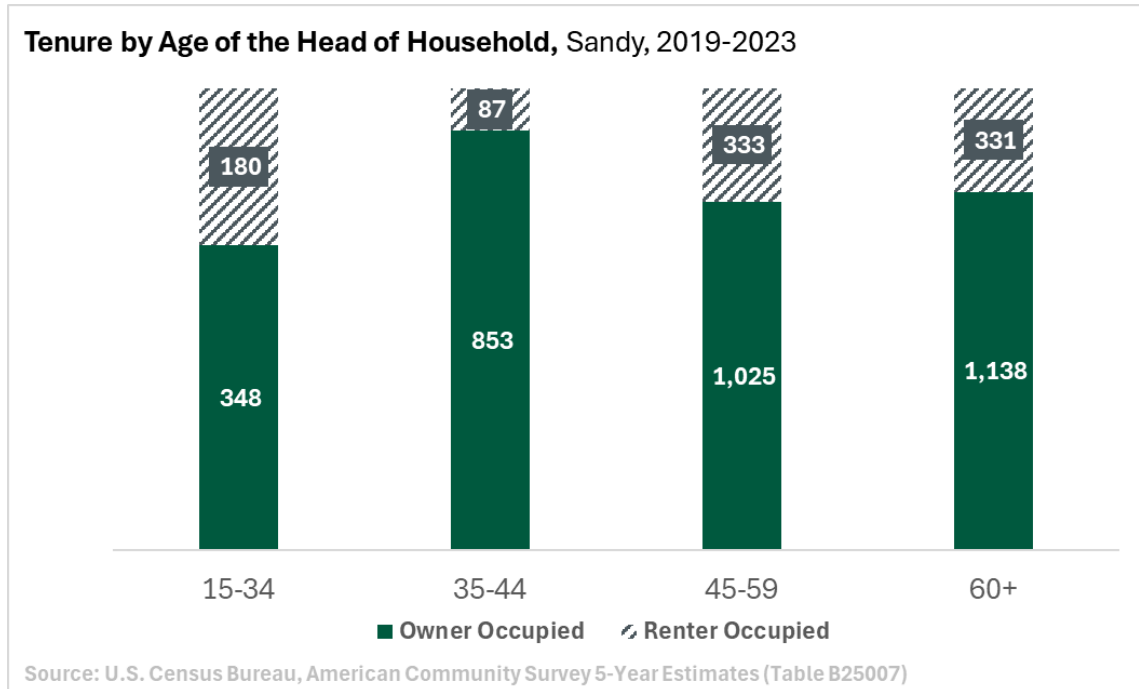
An analysis of local home ownership by race and ethnicity indicates that 8 in 10 white households own their homes compared with 6 in 10 persons of color households and 9 in 10 Latino households (**Exhibit 28**).

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



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

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



Rent-Restricted and Emergency Housing

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

Exhibit 304. Government-Assisted Housing, Sandy, 2022

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

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

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

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

	Family Units	Family Beds	Adult-Only Beds	Child-Only Beds	Total Yr-Round Beds	Subset of Total Bed Inventory		
						Chronic Beds	Veteran Beds	Youth Beds
Emergency Shelter	32	100	98	-	198	n/a	24	0
Transitional Housing	9	17	20	-	37	n/a	0	11
Permanent Housing	247	726	720	1	1,447	182	222	50
Total	288	843	838	1	1,682	182	246	61

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

Manufactured Homes

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

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

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

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

People Experiencing Homelessness

Gathering reliable data from individuals experiencing homelessness is difficult precisely because they are unstably housed. People can cycle in and out of homelessness and move around communities and shelters. Moreover, the definition of homelessness can vary between communities. Individuals and families temporarily living with relatives or friends are often insecurely housed, but they are often not included in homelessness data. Even if an individual is identified as lacking sufficient housing, they may be reluctant to share information. As a result, information about people experiencing homelessness in Sandy is limited. AntFarm Youth Services, a community partner that serves the houseless population in Sandy, estimated there are 10 adults (25 and older) and 40 youth (24 and younger) experiencing homelessness in Sandy as of 2023.⁶

According to HUD's 2022 Annual Homeless Assessment Report (AHAR), across the United States, the number of people experiencing homelessness increased slightly (less than one percent) between 2020 and 2022.⁷ This increase reflects a 3% increase in people experiencing *unsheltered* homelessness, offset by a 2% decline in people experiencing *sheltered* homelessness. However, between 2021 and 2022, *sheltered* homelessness increased by 7%, possibly due to the easing of pandemic-related restrictions that resulted in fewer beds available and declines in the perceived health risks of staying in a shelter. The following exhibits provide more localized estimates of homelessness in Sandy's region.

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

Homelessness Data Sources

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

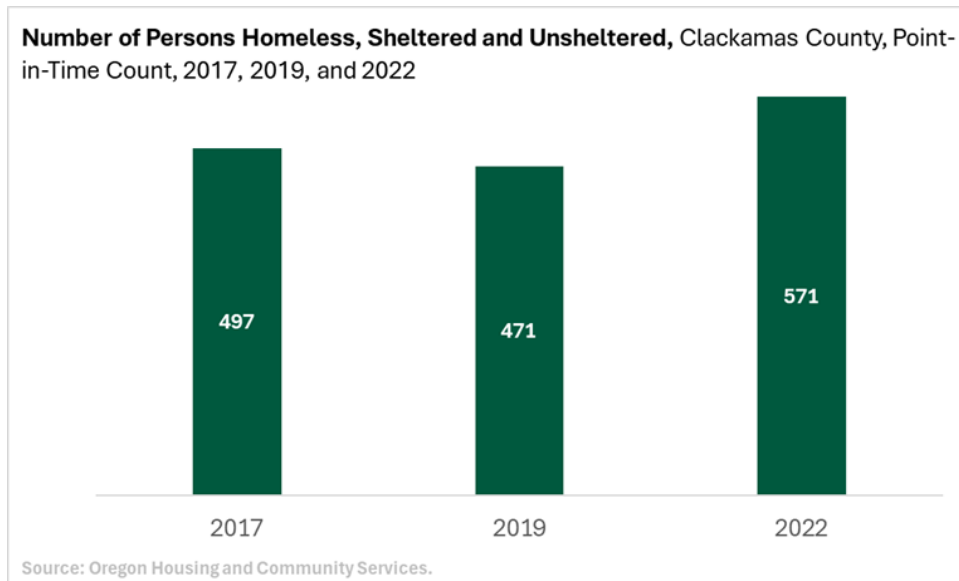
McKinney Vento data: This data records the number of school-aged children who live in shelters or hotels/motels and those who are doubled up, unsheltered, or unaccompanied. This is a broader definition of homelessness than that used in the PIT.

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

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

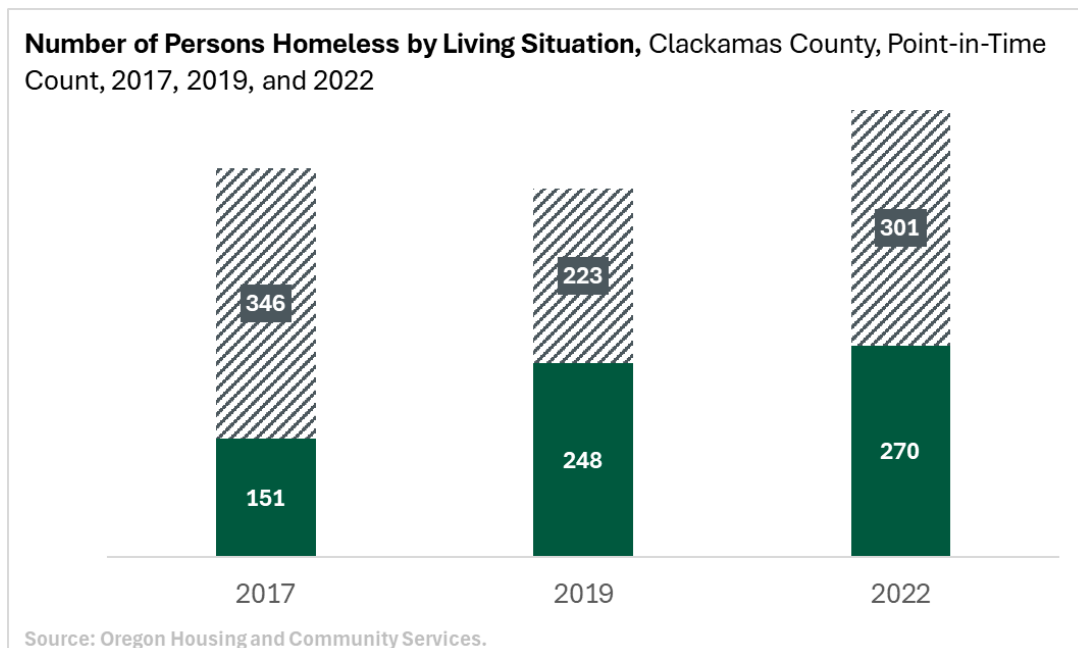
⁷ From 2020 and 2022 the number of people in the US increased 0.6%. The proportion of people experiencing homelessness compared to the total US population stayed about the same.

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



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

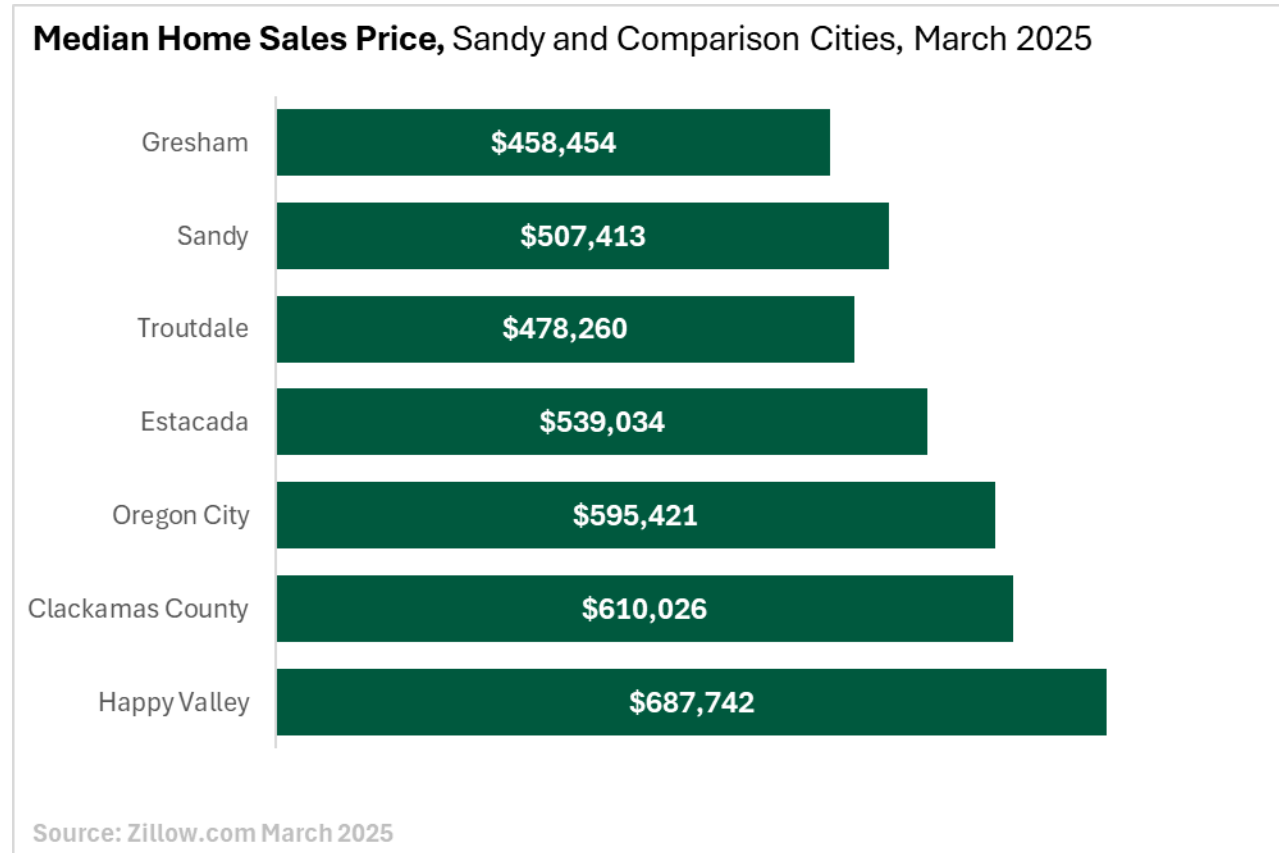
Exhibit 34. Number of Persons Homeless by Living Situation, Clackamas County, Point-in-Time Count, 2017, 2019, and 2022



Housing Affordability Considerations

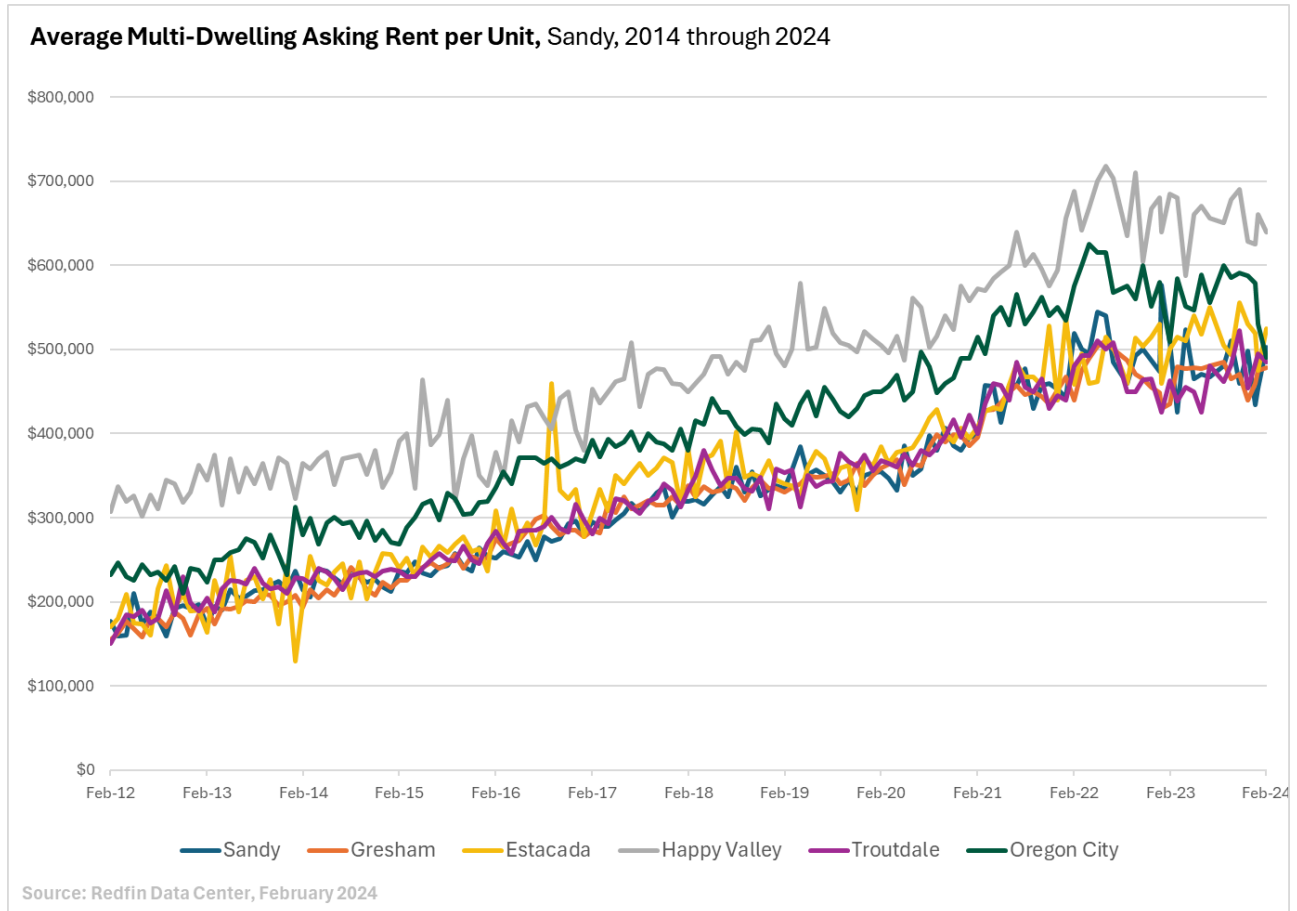
This section describes changes in sales prices, rents, and housing affordability in Sandy and a comparison of geographies. Both housing sale prices and rents have increased in Sandy and the greater region over the last several years. As shown below in **Exhibit 35**, Sandy's median home sales price was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

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

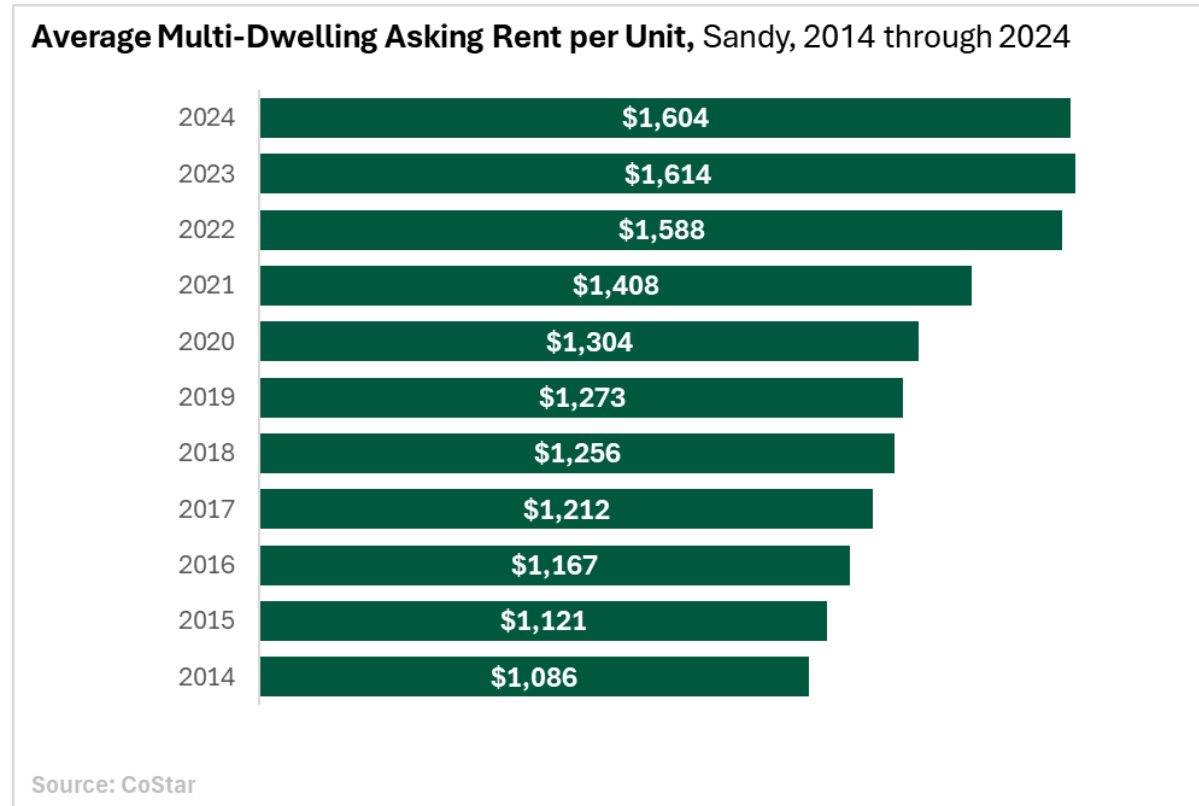


Sandy's median home sales price increased by \$287,000 (133%), from \$215,000 in February 2014 to \$502,000 in February 2024 (**Exhibit 36**).

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

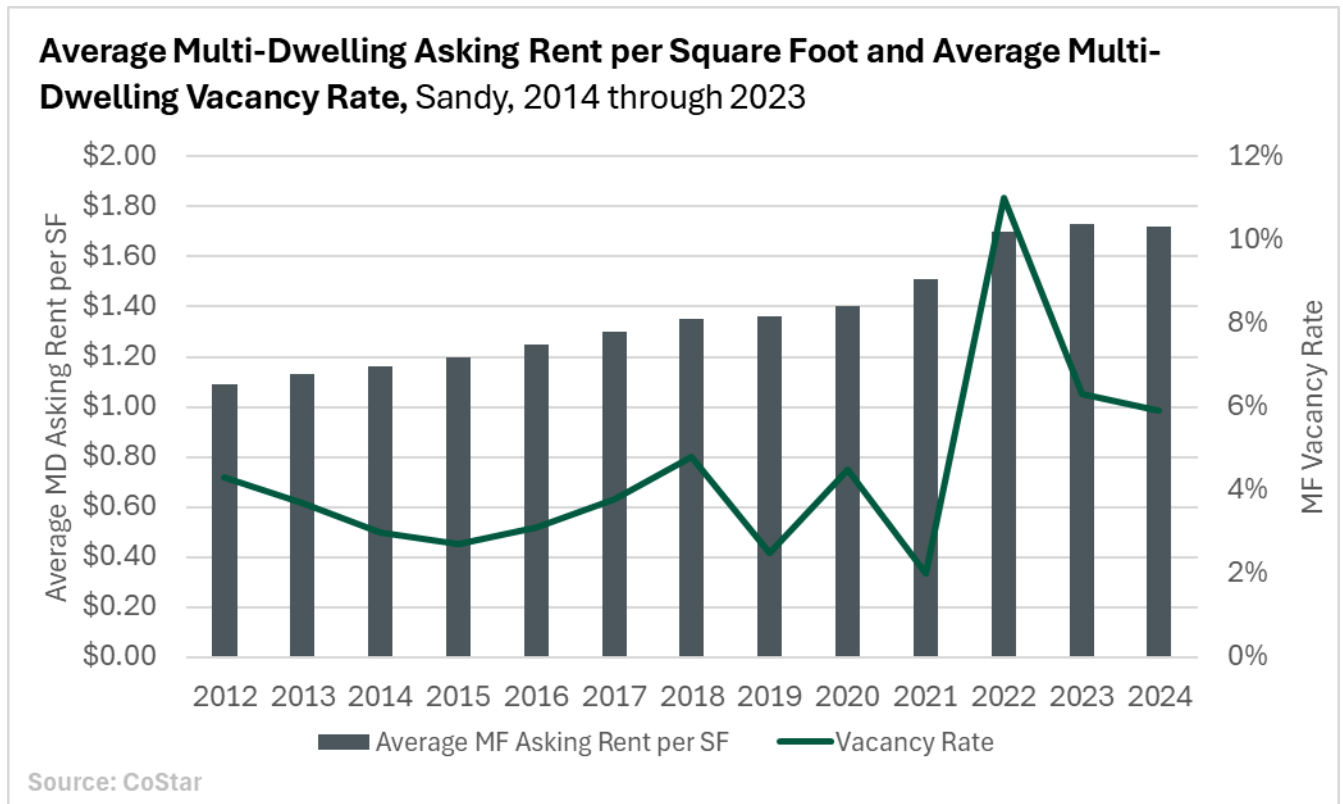


The average monthly rental rate per multi-dwelling unit in Sandy has increased over the past decade. Between 2014 and 2023, Sandy's average multi-dwelling asking rent increased by nearly 50% from \$1,086 per month to \$1,614 per month (**Exhibit 37**).

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

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

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



Housing Cost Burden

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

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

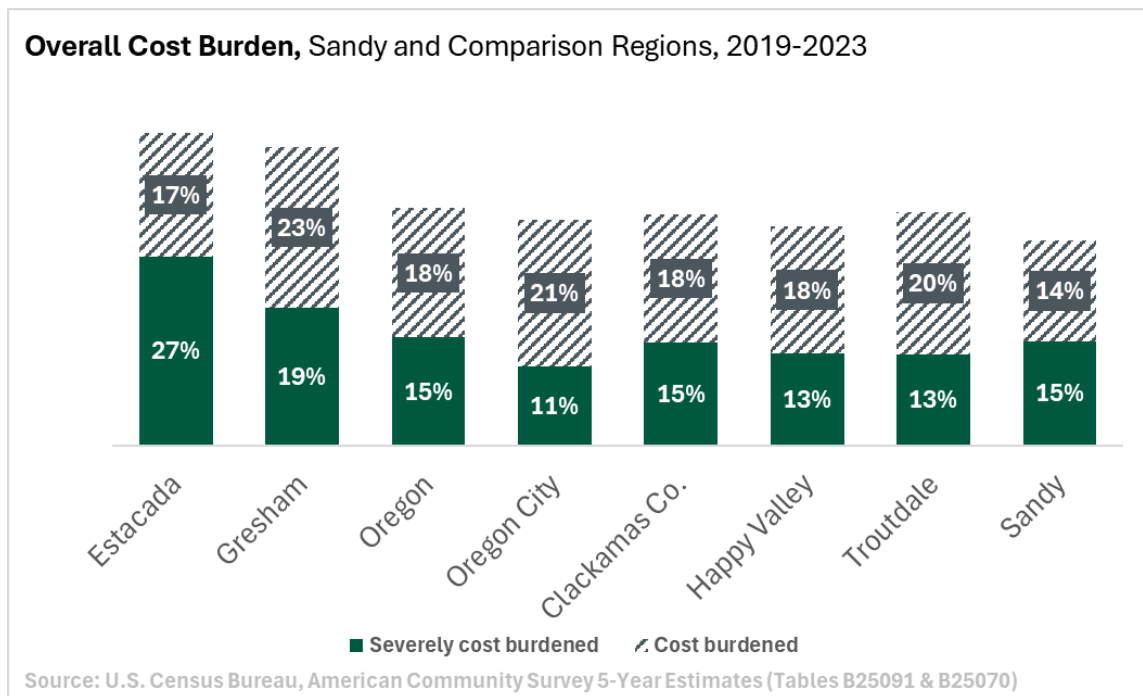
In Sandy, a household needs to earn about \$155,000 (132% of MFI for a family of four) to afford the median sales price of \$507,000 for a home in Sandy. A household would need to earn about \$74,000 (about 63% of MFI) to afford the average asking rent for multi-dwelling housing plus basic utilities of \$1,850.⁸

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

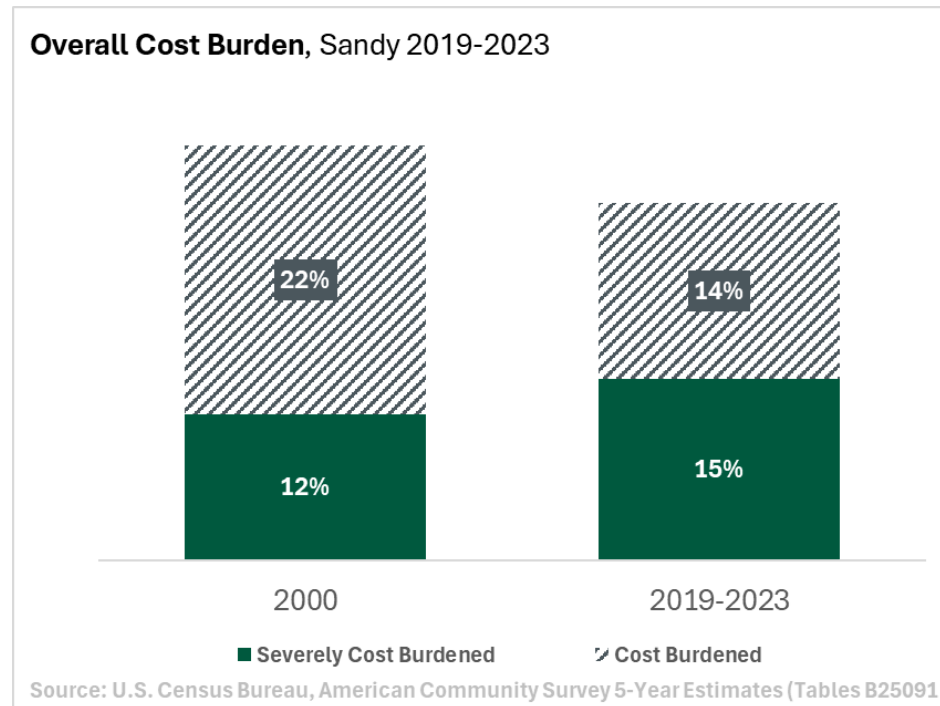
Because the local housing market cannot produce income-restricted, subsidized affordable housing at sufficient levels – and because it cannot often produce middle income/workforce housing without some type of public subsidy, nearly 3 out of 10 households in Sandy are cost burdened. A household is defined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

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

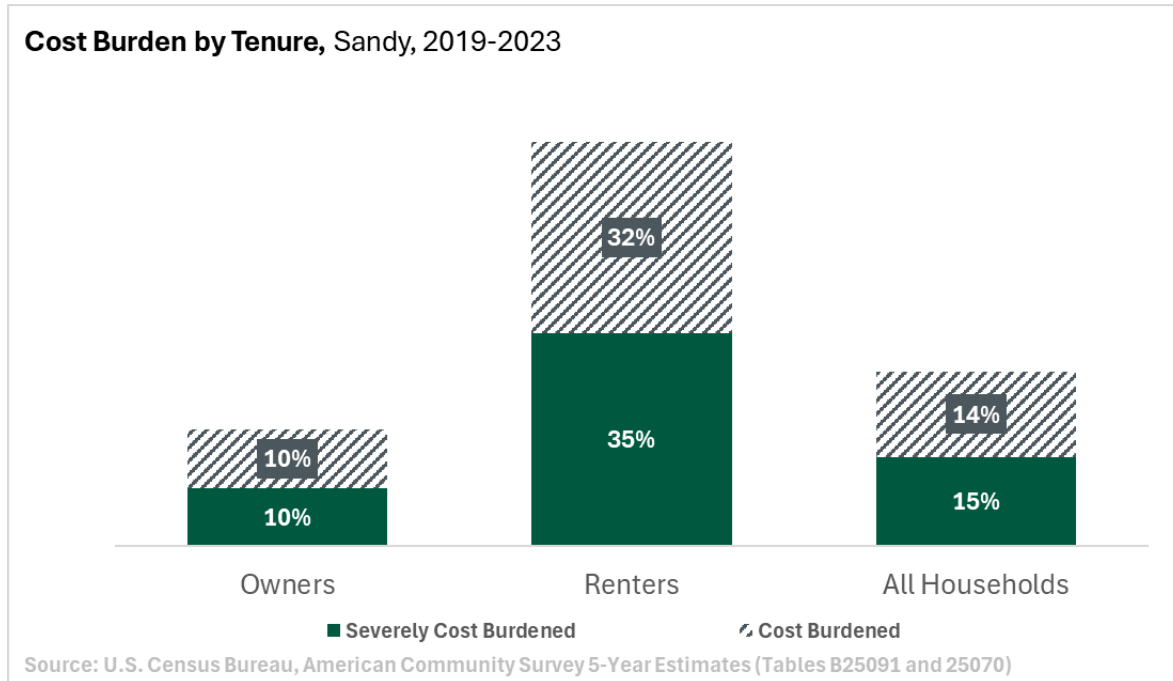
Exhibit 39. Housing Cost Burden, Sandy, Clackamas County, Oregon, Other Comparison Cities, 2019-2023



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

Exhibit 40. Change in Housing Cost Burden, Sandy, 2000 to 2019-2023

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

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

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

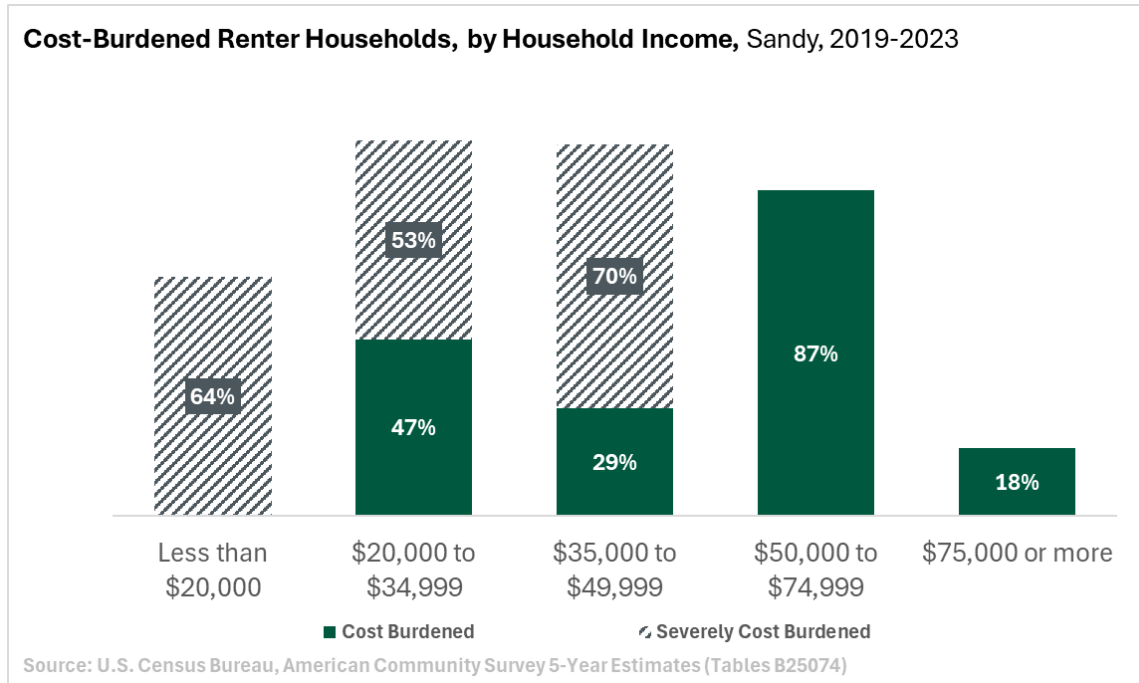
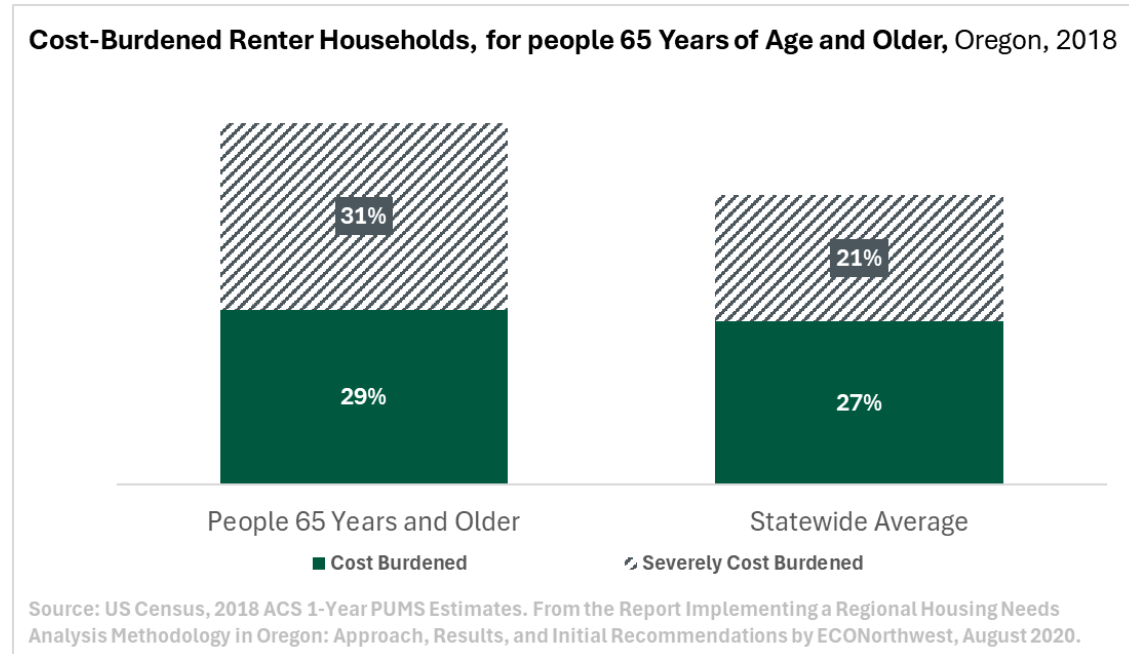
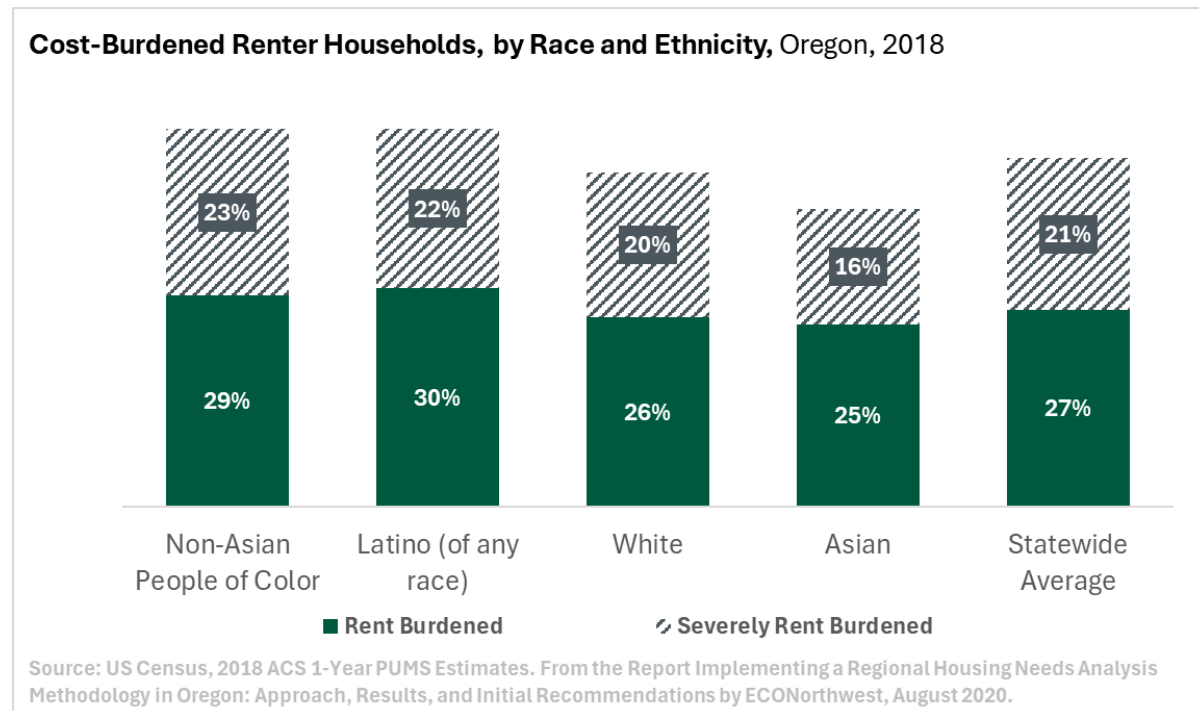
Exhibit 42. Cost-Burdened Renter Households, by Household Income, Sandy, 2019-2023

Exhibit 43 through Exhibit 45 show cost burden in Oregon for renter household subgroups, including seniors, people of color, and people with disabilities.⁹ This data is not currently available for a city with a population as small as Sandy, which is why we present statewide information. Overall, this analysis indicates that these demographic subgroups experience cost burden at a relatively higher rate than the overall average.

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

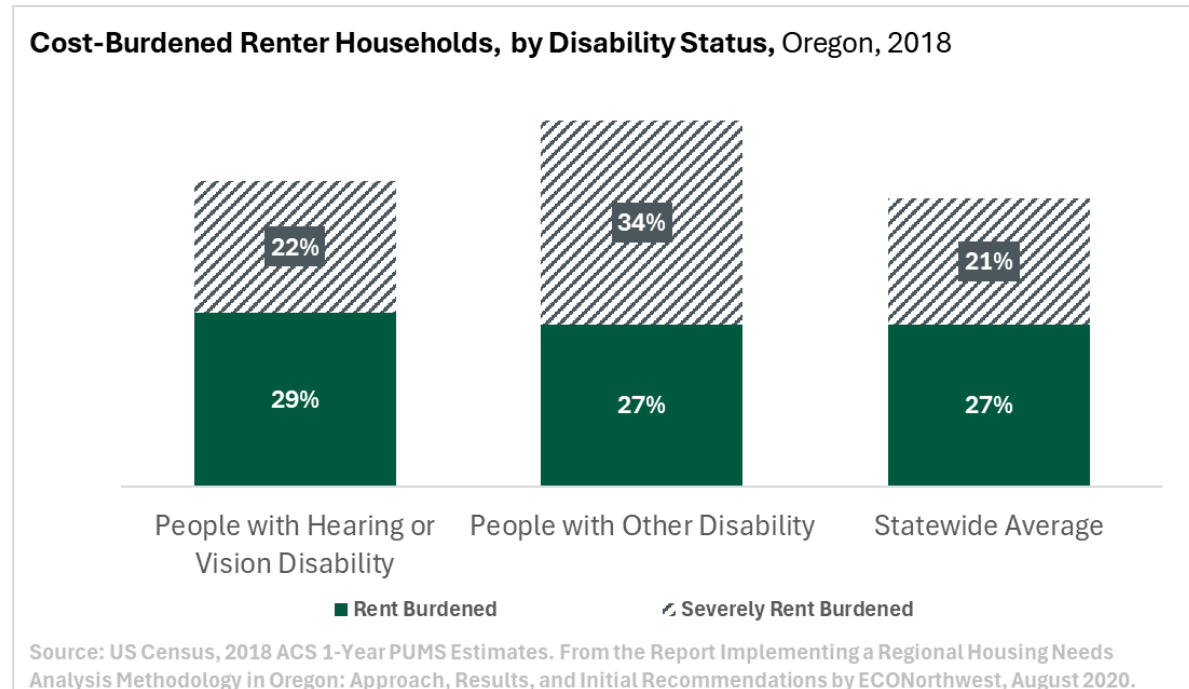
Exhibit 43. Cost-Burdened Renter Households, for People 65 Years of Age and Older, Oregon, 2018

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

Exhibit 44. Cost-Burdened Renter Households, by Race and Ethnicity, Oregon, 2018

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

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





City of Sandy Joint Work Session: Housing Production Strategy (HPS) Policy Discussion

May 19, 2025



Agenda

Item # 1.

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

HPS Introduction



Background

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

The Sandy HPS will include the following topics:

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

Recent Housing Accomplishments

Item # 1.



Recent Housing-Related Policy Actions & Accomplishments in Sandy

Item # 1.

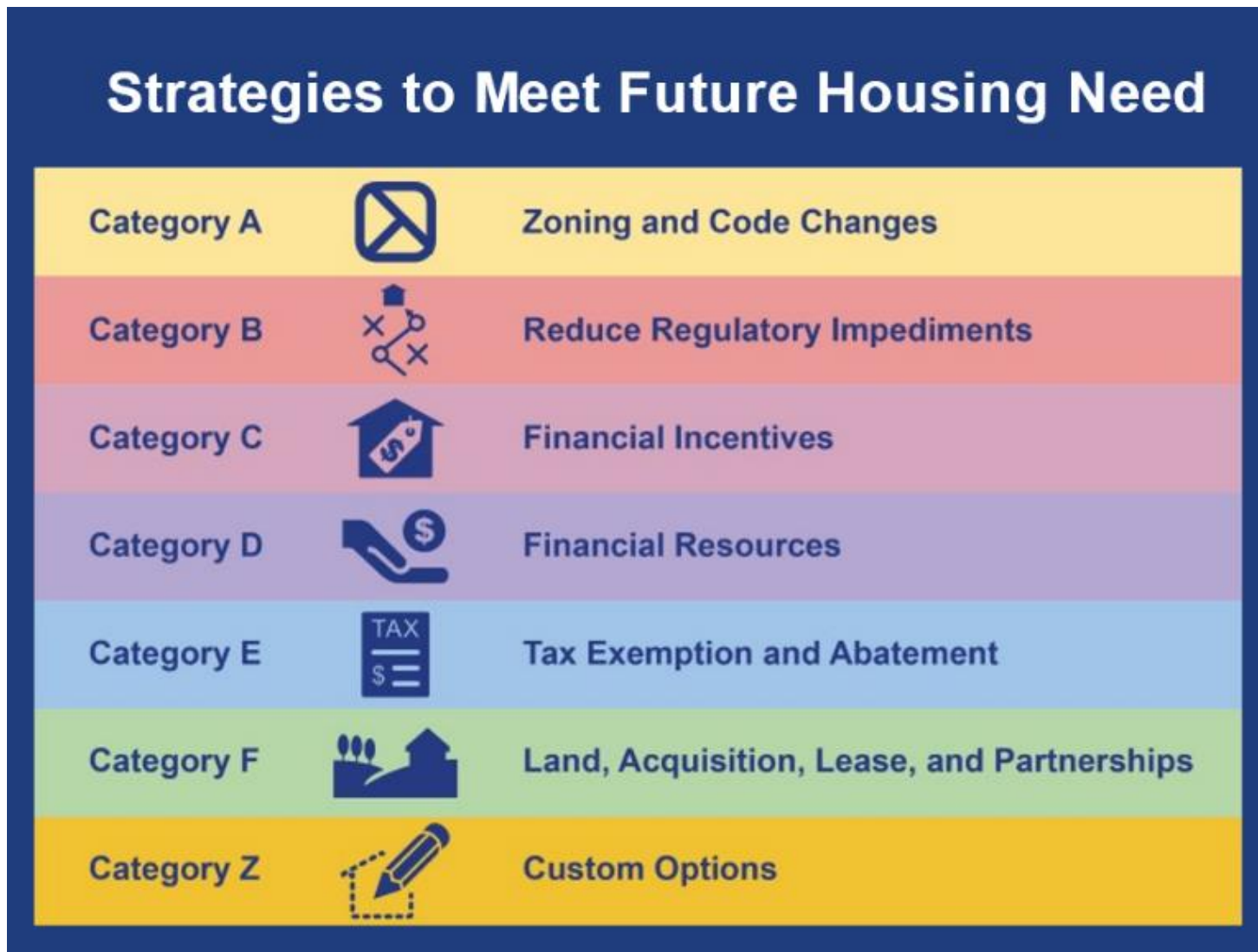
- ✓ **Clear and Objective Code Audit**
- ✓ **Housing Capacity Analysis (HCA)**
- ✓ **Parks and Trails Master Plan**
- ✓ **Comprehensive Plan**
- ✓ **Equivalent Resident Unit (ERU) Allocations**
- ✓ **Coordination with AntFarm on homeless assistance**
- ✓ **Created the Community Service Officer position**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

HPS Policy Discussion



Overview of Strategy Categories

Item # 1.





Category B & Z: Regulations and Adequate Public Facilities

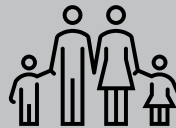
Item # 1.

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

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



Lifting ad hoc moratorium with adequate facilities will serve 2,400+ new dwellings



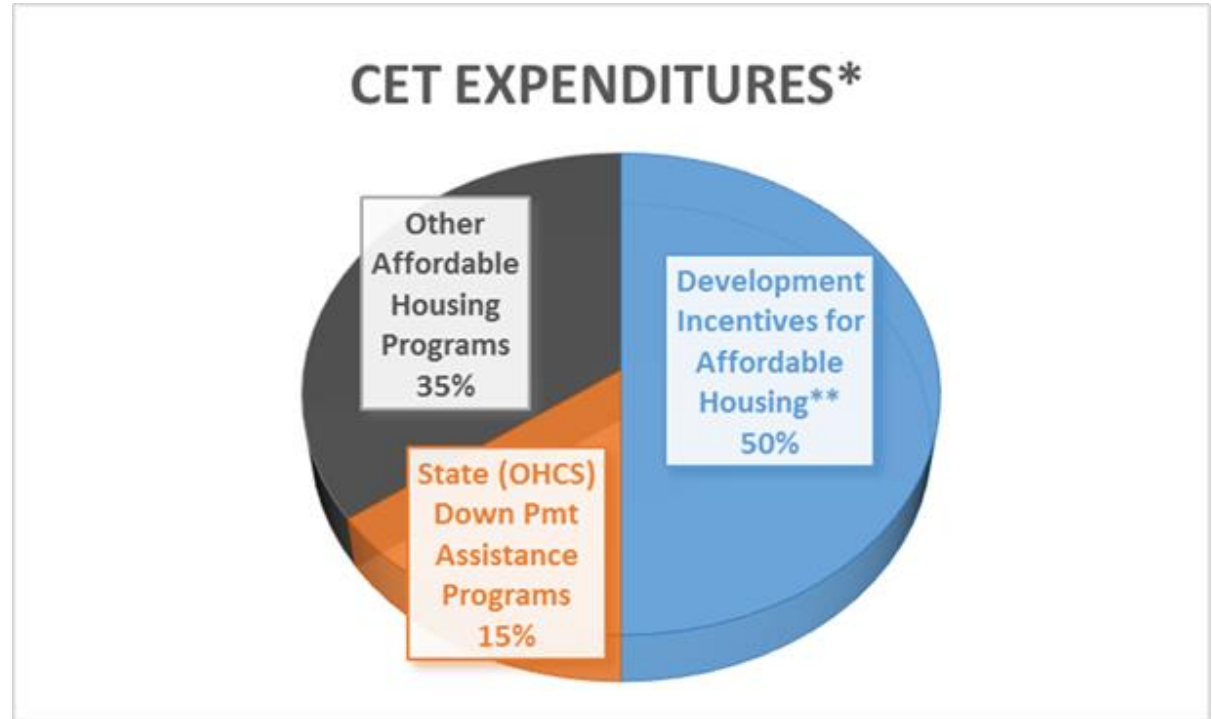
Enhanced equity and inclusion for households at all income levels, as a mix of new housing types are added



Requires \$200 million to fund
Local, State, Federal grants
Value engineering & regulation reform could reduce cost.

Category C & D: Financial Resources

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



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

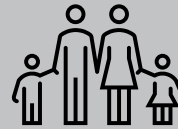


Affordable Housing CET Discussion

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



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



Benefits households at 80% or less of median family income
(80% MFI = \$93,600 in 2024)



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



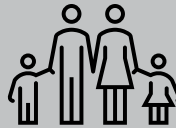
Category A: Zoning & Code Changes

- **A1: Amend zoning code to allow cottage cluster housing**
- **A2: Provide pre-approved plans that meet accessibility goals (e.g. Universal Design)**
- **A3: Monitor and require registration for short term rentals**
- **A4: Preserve and enhance existing manufactured home parks**



Focuses on 300+ units of naturally occurring affordable housing

Supports middle-income housing & long-term rentals



Equity and inclusion for households at 80% or below MFI (2,000+ households)

Addresses needs for people with disabilities



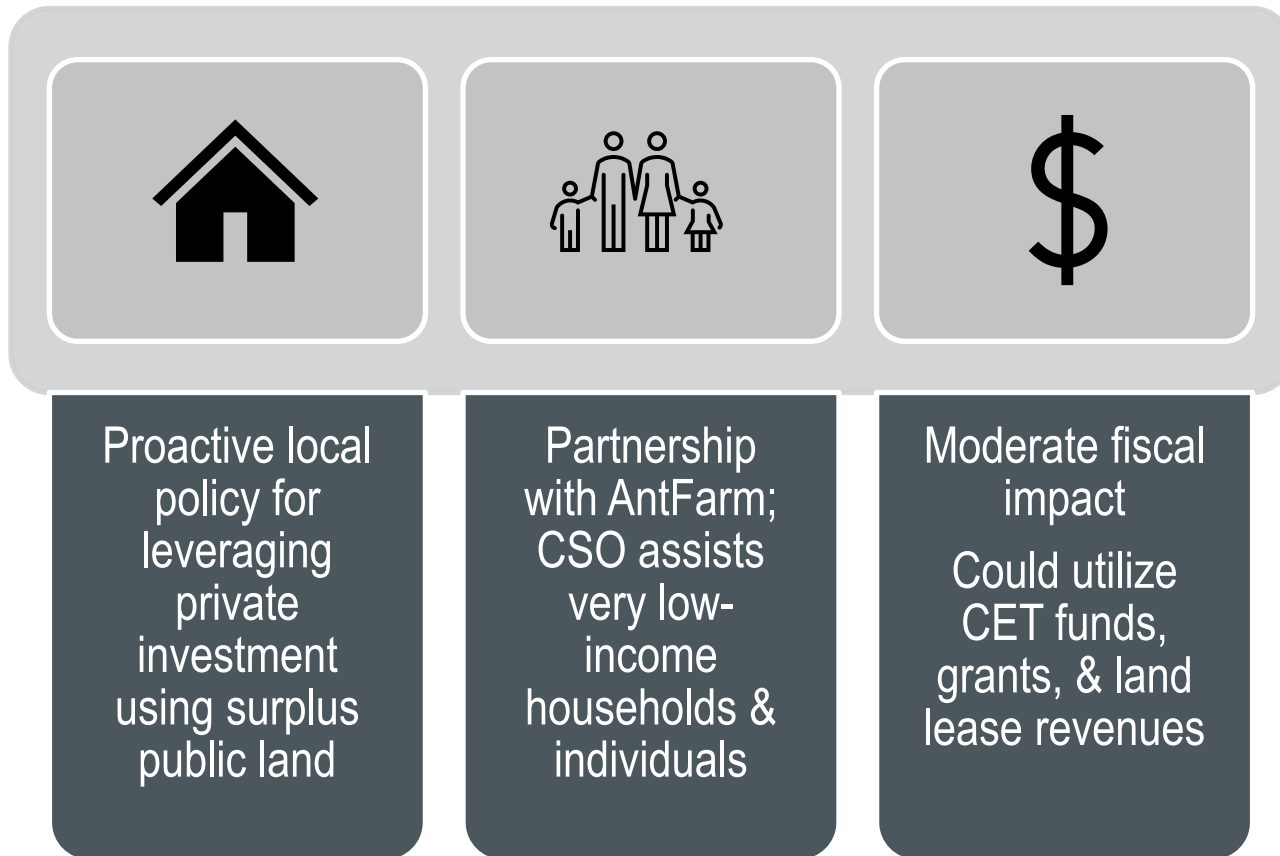
Moderate Revenue enhancement from short term rental registrations



Category F: Partnerships

Item # 1.

- **F1: Utilize surplus public land for future housing development**
- **F2: Partner with service providers to sustain Community Services Officer (CSO)**



Next Steps

- **Discuss & Refine HPS Strategy Recommendations**
- **Draft HPS Report (for review by City and DLCD)**
- **Finalize HPS Report**



CITY COUNCIL MEETING

Monday, April 21, 2025 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:00 PM

1. Ordinance 2025-15: Amending Conduct and Exclusion Rules in the Sandy Municipal Code

The Parks and Recreation Director summarized the staff report in the meeting packet. Council discussion ensued on the following topics:

- Details on the appeal process, and the meaning of the terms 'invalid' and 'improper'
- Rationale for including the relative vague purpose language in 12.12.010, and reflections on the City's ability to exercise its police powers
- Concern about whether the term 'equal access' may lead to unintended consequences; explanation of the intention to ensure everyone has equal opportunity to enjoy parks, subject to the established rules
- Discussion about the lack of a general definition of 'exclusion'
- Suggestion to move all definitions to the beginning of the chapter
- Clarification on the definition of qualified exclusion; suggestion to remove criteria from the listed definition
- Concern that there may be too much ambiguity on who has the authority to make exclusion decisions
- Discussion on distinctions between public land, public parks, and open space
- Suggestion to ensure consistency of capitalization throughout the chapter
- Concern about the amount of discretion for staff to determine length of exclusions; discussion on the importance of clear internal policies
- Suggestion to establish clear exclusion length guidelines to ensure consistency of enforcement; discussion of the appeal process and the role of the Municipal Judge
- Suggestion to state "or other 'agent of the City' specifically authorized by the City Manager" in 12.12.020(A)
- Discussion on the need to update the code in the event the City moves away from operating its own municipal court after the current Municipal Judge retires
- Discussion related to special events in parks, and the need to clearly define 'commercial activity'
- Note of section numbering typos in 12.12.050, 12.12.065, and 12.12.070
- Discussion related to battery-powered transportation devices
 - Suggestion to clearly define Class 1 e-bike
 - Concern that 'combustible and throttle' are ambiguous terms that need better definition
 - Discussion of whether e-scooters, especially those with low power used by children, should be allowed in parks

- Suggestion to regulate based on speed versus type of device
- Suggestion that e-bikes may not need to be regulated
- General concern related to trail damage, which occurs with non-powered bikes as well
- Suggestion to add remote controlled cars to 12.12.050(DD), but to provide a designated area in which they would be allowed
- Discussion about drones in parks; suggestion to allow their use in a certain designated area, similar to the approach for remote controlled cars
- Discussion related to park hours, especially given extended darkness during winter; suggestion to retain the proposed hours but to add the language 'unless otherwise posted'
- Suggestion to use the harassment and intimidation language from 12.12.070 in the park rules section as well
- Discussion related to profanity and what constitutes protected speech versus disruptive and threatening speech
- Suggestion that weapons permitted under ORS 166.173(2) should be allowed on transit as they are in parks
- Suggestion that the rules should address paintball guns as well
- Discussion of next steps for ordinance adoption

The consensus of the Council was that staff should perform further research on the unresolved issues and provide options for the Council to consider. These outstanding issues include:

- Whether e-scooters should be allowed, which kinds should be allowed, and where they should be allowed
- Whether e-bikes should be allowed, which kinds should be allowed, and where they should be allowed
- How to address guns/weapons in the code, including whether and how to apply the same exceptions (concealed carry, etc.) to transit that currently apply to parks
- Whether and how to regulate remote control cars in parks, and whether they should be allowed in a specific park or portion thereof
- Whether and how to regulate drones in parks, and whether they should be allowed in a specific park or portion thereof
- How to approach park hours, including considerations around seasonal daylight changes, safety, and neighbor concerns

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Kathleen Walker
 Council President Don Hokanson
 Councilor Chris Mayton
 Councilor Rich Sheldon

Councilor Kristina Ramseyer
Councilor Lindy Hanley

ABSENT

Councilor Laurie Smallwood

CHANGES TO THE AGENDA

Councilor Ramseyer requested the addition of an agenda item pertaining to the proposed construction of covered basketball infrastructure at Deer Pointe Park. The Council concurred and the Mayor placed the item at the end of New Business.

PUBLIC COMMENT (3-minute limit)

Nicole O'Neill: representing the Sandy Historical Society; thanked the City for its past support; stated the organization's intent to develop new exhibits and establish collaborations with regional partners; provided an update on the effort to digitize the Sandy Post archives

RESPONSE TO PREVIOUS COMMENTS

(none)

CONSENT AGENDA

2. City Council Minutes: April 7, 2025
3. Scales Avenue Road Closure Request – Mount Hood Farmers Market (AntFarm)

MOTION: Adopt the consent agenda

Motion made by Councilor Sheldon, Seconded by Councilor Hanley.

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

MOTION CARRIED: 6-0

NEW BUSINESS

4. Contract Amendment Approval: Meinig Park Improvements Phase 2

The Parks and Recreation Director summarized the staff report in the meeting packet. Discussion ensued on the accuracy of the Phase 1 and Phase 2 costs listed in the staff report; extra costs for design in Phase 1 were noted. Clarification was provided on the specific elements that would and would not be included in Phase 2; elements discussed included Fantasy Forest and lighting along pathways on the west end of the park. Staff agreed to follow up with information regarding pathway connectivity through private property to the northwest of the park.

MOTION: Authorize the City Manager to execute Contract Amendment No. 1 with Lango Hansen Landscape Architects in the amount of \$179,400 resulting in a not-to-exceed contract total of \$219,890 for the Meinig Park Improvement Project

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

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

MOTION CARRIED: 6-0

5. Discussion on Covered Basketball for Deer Pointe Park

The City Manager explained the need for the discussion and the staff's need for clear direction from the Council as to whether to proceed with an initial 20% down payment toward the purchase of covered basketball infrastructure for Deer Pointe Park. It was noted that timing factors prevent this direction from being provided during the Budget Committee process. The total project cost, including purchase and installation, was cited at between \$300,000 and \$350,000. It was noted that there are sufficient funds to cover the cost between the remaining City Council contingency in the current budget and excess general revenue identified in the 2025-27 proposed budget.

Additional Council discussion ensued on the following issues:

- Continuing concerns regarding noise from covered basketball
- Continuing concerns regarding parking availability
- Complications related to project timing and coordination with the neighboring development
- Recognition that this park is likely the only viable opportunity to build covered basketball in the foreseeable future
- Discussion of the need for covered basketball given local weather
- Suggestions for constructing the cover in a manner that helps mitigate highway noise
- Suggestions for mitigating parking concerns including angled parking and encouraging bicycles
- Discussion related to the results of the recent neighborhood survey

Following the discussion, it was the consensus of the Council that staff should proceed with the 20% down payment for the court cover.

REPORT FROM THE CITY MANAGER

- Note that the City has retained Praxis to assist with wastewater communications; discussion ensued on the rationale and expected benefits for using the firm, including being able to better explain the City's wastewater challenges to the public in a digestible manner. Discussion also related to whether the firm would be able to assist with the City's funding request efforts.
- Note that the 2025-2027 Proposed Budget has been published and that the Budget Committee will convene on April 28th.

COMMITTEE / COUNCIL REPORTS

Council President Hokanson

- Suggestions related to police officer oaths and public comment handouts used by the City of Canby

Councilor Hanley

- Recap of recent Library strategic planning stakeholder meeting

Councilor Ramseyer

- Remarks on a recent conversation with local Deer Pointe resident
- Concerns related to homeless individuals camping on Industrial Way, where several RVs and various types of litter/debris are evident; emphasis on tightening enforcement especially if individuals are not interested in receiving services; desire for improvement when new the community service officer begins work

Councilor Sheldon

- Agreement on the concerns raised about homelessness
- Thanks to staff for the work related to facilities, parks, and transit rules

Councilor Mayton

- Note of recent Mt. Hood Economic Alliance grant
- Reminder on the upcoming Sportsman's Breakfast

Mayor Walker

- Recognition of the newly hired communications firm
- Recognition of the newly hired economic development firm
- Recap of recent meeting with Michael Maiden related to his façade improvement plans
- Note of her recent article in the Sandy Post; recognition of everyone's efforts in helping achieve the accomplishments thus far
- Recap of recent Community Livability Task Force meeting; discussion on direction and goals related to homelessness; offer to send meeting notes to the rest of the Council; suggestion to engage the public in the task force in the future
- Reminder of the upcoming SOLVE cleanup; Sportsman's Breakfast, and Arbor Day celebration
- Questions were raised about possible lack of enforcement under the municipal code related to vehicles on Industrial Way; the Mayor indicated the topic was discussed at length by the new Community Livability Task Force and will be further discussed at a future Council meeting

STAFF UPDATES

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

ADJOURN



STAFF REPORT

Item # 3.

Meeting Type: City Council
Meeting Date: May 19, 2025
From: Patrick Huskey, Police Chief
Subject: IGA Approval: City of Lake Oswego (LOCOM)

DECISION TO BE MADE:

Whether to authorize the City Manager to sign an intergovernmental agreement for after-hours record entry services.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

Since 2020, Sandy has had an intergovernmental agreement (IGA) with the City of Lake Oswego (specifically their dispatch communications service LOCOM) for after-hours record entry services. LOCOM provides dispatch services for the City of Lake Oswego, the City of West Linn, and the City of Milwaukie. The current IGA expires on July 1, 2025.

LOCOM has agreed to continue to provide after-hours record entry services for the City of Sandy through June 30, 2027, as outlined in the new IGA.

KEY CONSIDERATIONS / ANALYSIS:

LOCOM provides this service as a courtesy since Sandy Police Department and other LE partners don't have 24 hour administrative employees. These LEDS entries, HITS, CONFIRMATIONS, & LOCATES need to be done immediately. Contracting with LOCOM allows us to stay in LEDS compliance.

BUDGET IMPACT:

Year one (2025): \$9,300. Year two (2026): \$10,200. These costs have been accounted for in the BN 2025-27 budget.

RECOMMENDATION:

Authorize the City Manager to sign the IGA between the City of Sandy and the City of Lake Oswego as included in the meeting packet.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to sign the IGA between the City of Sandy and the City of Lake Oswego as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Draft IGA with City of Lake Oswego for after-hours record entry services

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY COMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF LAKE OSWEGO, an Oregon municipal corporation (hereinafter "Lake Oswego"), and the CITY OF SANDY, an Oregon municipal corporation (hereinafter " Sandy").

WITNESSETH:

RECITALS

1. Lake Oswego operates through its Police Department, Communications Division, a public safety dispatching facility (hereinafter "LOCOM") to provide public safety dispatching services to fire and police departments of Lake Oswego, and the City of West Linn and City of Milwaukie police departments.
2. The parties to this Agreement desire for LOCOM to also provide warrant confirmation and associated limited information entries to the state and national law enforcement database systems for the City of Sandy.
3. The parties acknowledge that they have authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.010.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Services to be Provided. Lake Oswego, through LOCOM, shall provide warrant confirmation and limited state and national law enforcement database system entry services through the Law Enforcement Data System (hereinafter LEDS) and the National Crime Information Center (hereinafter NCIC) for Sandy Police Department for the period of July 1, 2025, through June 30, 2027, as outlined on the attached Exhibit A.
 - a. All days and hours, LOCOM will confirm warrants. Sandy will provide LOCOM original physical copies of Municipal Warrants.
 - b. Weekdays between 5:00 pm and 8:00 am and on weekends and holidays, LOCOM will enter and/or remove priority information from LEDS and NCIC databases as set forth in Exhibit A.
 - c. LOCOM is a public safety answering point, and must prioritize those duties. The database system entries subject to this agreement are a lower priority, as outlined on Exhibit A. Best efforts will be made to complete warrant confirmation in the LEDS/NCIC required timelines.
 - d. LOCOM is authorized to utilize Sandy Police Department's Originating Agency Identifier (ORI) to execute these transactions.
 - e. LOCOM will develop protocols for the database entry and the confirmation process, along with any other necessary protocols to ensure accurate and timely transactions. Sandy must agree in writing to the protocols before services under this agreement commence.
 - f. LOCOM will take all reasonable and necessary steps to ensure that its services under this Agreement are provided in a manner that follow current Criminal Justice Information Security policies and procedures and/or other applicable State and/or Federal laws.
2. Control. The manner of LOCOM's performance of LEDS/NCIC services, including but not limited to the establishment of standards of personnel performance, the hiring, supervision and discipline of LOCOM employees, and all other matters incident to LOCOM 's performance of such services shall be under the exclusive authority of Lake Oswego.

3. Obligation of Lake Oswego to Provide Labor and Equipment. Lake Oswego shall provide personnel with required qualifications to make national and state database entries, supervision, equipment and supplies necessary to maintain the services to be rendered under this Agreement.
4. Obligation of Both Parties. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party in any way related to this Agreement.
5. Consideration. Sandy shall pay Lake Oswego as set forth for Sandy in Exhibit B, with the first payment within 30 days of this Agreement being executed, and the second year's payment within 30 days of the first anniversary of this Agreement.
6. Indemnity and Hold Harmless. Subject to the limitations of the Oregon Tort Claims Act ORS 30.260 *et. seq.*, and the Oregon Constitution:
 - a. Except to the extent caused by the acts or omissions of Sandy or its officers, agents and employees, Lake Oswego hereby covenants and agrees to defend, indemnify and hold Sandy and its officers, agents, and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any negligent act or omission of Lake Oswego or its officers, agents and employees in the performance of the duties to be performed by Lake Oswego under the terms of this Agreement. (Employees of LOCOM shall be deemed to be employees of Lake Oswego not as agents or employees of Sandy.)
 - b. Except to the extent caused by the acts or omissions of Lake Oswego, its officers, agents or employees, Sandy hereby covenants and agrees to defend, indemnify and hold Lake Oswego and its officers and employees harmless from all liability, claims, actions or judgments to the proportionate extent caused by or resulting from any act or omission of Sandy, its agents, officers, and employees in the performance of its duties under the terms of this Agreement or relating in any way to this Agreement, including without limitation the accuracy or timelines of the information and data provided to LOCOM.

The indemnity obligations in this Section 6 shall survive termination or expiration of the Agreement.
7. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.
8. Termination of Agreement. Lake Oswego may terminate this Agreement at any time for non-payment of any sum when due as required by Section 5 of this Agreement upon 30 days' notice of nonpayment. Otherwise, either party may terminate this agreement effective 180 day after providing written notice of termination to the other party.
9. Non-appropriation. Either party may terminate this Agreement, in whole or in part, upon thirty (30) days' written notice to Sandy, in the event that party fails to receive funding, appropriations or other expenditure authority at levels sufficient to perform the services set forth in this Agreement.
10. Amendment Provisions. The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this Agreement, and

shall be executed by the parties.

11. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement due to natural disaster, acts of war, actions or decrees of governmental bodies, or communications line or power failure extending more than 72 hours, or other unforeseeable circumstances beyond the control of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately give notice to the other Party and shall do everything reasonably possible as determined by the affected party's City Manager or designee under the circumstances to resume performance. If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
12. No Third Party Beneficiaries. The parties expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
13. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
14. Remedies, Oregon Law, Dispute Resolution and Forum. The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
15. Waiver. The failure of a party to insist upon the strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such terms, but the same shall continue and remain in full force and effect. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Integration. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on the subject.

18. ~~Notice.~~ Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties as follows:

Lake Oswego: Martha Bennett, City Manager
City of Lake Oswego
P.O. Box 369
Lake Oswego, OR 97034

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of the signatures below.

CITY OF SANDY

CITY OF LAKE OSWEGO

City Manager

City Manager


Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Sandy City Attorney

 Digitally signed by Evan Boone
Date: 2025.03.11 11:00:45 -07'00'

Lake Oswego Deputy City Attorney

EXHIBIT A

LOCOM will:

1. In compliance with LEDS/NCIC policies, verify and confirm all warrants, stolen and other “hits” by telephone and teletype on behalf of Sandy; including missing persons, stolen vehicles or license plates, firearms, articles, vehicle impounds.
2. Compose and send all time critical messages using the state and national computerized files.
3. Maintain the warrant file for Sandy’s municipal court.
4. Enter all missing persons, stolen vehicles or license plates, firearms and vehicle impounds. LOCOM will enter or remove articles after hours when entry or removal is a priority tied to public or officer safety and necessary for investigative purposes.
5. Modify missing persons, stolen vehicles or license plates, firearms and vehicle impounds when appropriate to ensure the data is as comprehensive as possible.
6. Upon request, enter articles when needed for priority investigative purposes and a serial number or owner applied number is known.
7. Upon request, enter emergency protection orders and temporary orders.

Sandy will:

1. Provide sworn staff for after-hours confirmation of all non-warrant entries.
2. Enter Sandy’s warrants into LEDS/NCIC. A fax copy, electronic copy or the original warrant must be received at LOCOM the same business day. If a fax or electronic copy is submitted, the original warrant must be mailed to LOCOM.
3. Maintain staff to handle entries, confirmations and routine LEDS/NCIC communication functions during business hours, for all LEDS/NCIC functions except warrants.
4. Authorize LEDS to route all after-hours communication to an appropriate LEDS mnemonic for LOCOM.

Both Parties Acknowledge:

LOCOM is able to provide this service because it is a 24-HOUR emergency communications center. LOCOM’s workload is prioritized AS LISTED BELOW to ensure the Center’s primary duties are not compromised:

- a. Priority public safety dispatching services and the handling of all emergency phone calls before any other tasks.
- b. LEDS requests requiring a ten (10) minute confirmation, and in most cases, missing person entries.

- c. Non-emergency police, fire and EMS matters and business lines.
- d. LEDS/NCIC entries: stolen vehicles, plates, firearms and vehicle impounds.

Exhibit B

Agency	Year 1	Year 2
Canby Police Department	15,800.00	17,300.00
Gladstone Police Department	3,900.00	4,200.00
Molalla Police Department	3,900.00	4,200.00
Oregon City Police Department	27,500.00	30,300.00
Sandy Police Department	9,300.00	10,200.00



STAFF REPORT

Item # 4.

Meeting Type: City Council
Meeting Date: May 19, 2025
From: Patrick Depa, Senior Planner
Subject: Noise Exception Approval: Sandy Invitational Chainsaw Carving (SICC)

DECISION TO BE MADE:

Whether to approve or deny a noise exception for the two-day Sandy Invitational Chainsaw Carving (SICC) Event.

PURPOSE / OBJECTIVE:

Approve or deny a "noise exception" to Title 8, Section 8.20.020 unnecessary noise for File No. 25-026 TEMP (Sandy Invitational Chainsaw Carving Event). The noise exception is for the two-day wood carving art event being held on Saturday May 31 and Sunday June 1, 2025, from 8:00 am to 7:00 pm in the field directly behind (to the south) the Dick Hannah Dealership at 37000 Hwy 26. The field is 8.77 acres in size and is entirely vacant.

APPLICABLE COUNCIL GOAL:

Not applicable

BACKGROUND / CONTEXT:

Staff received a temporary land use application and other related materials on April 25, 2025, requesting approval for a two-day "chainsaw carving" event to begin at 8:00 am and conclude by 7:00 pm on the vacant lot, behind the Dick Hannah Dealership. The request for a noise exception came as part of their narrative.

The proposed event location is zoned General Commercial (C-2). The property to the north and east is zoned General Commercial (C-2). The property to the south and west is zoned Single Family Residential (SFR) and High Density Residential (R-3).

The event will have the following activities, attractions and exhibitions:

- Twenty plus active carvers creating and carving a piece for auction
- A demonstration of skills by competitive foresters from OSU
- Mechanical Demo Field: Heavy machinery for public viewing and explanation
- Oregon Mass Timber Manufacturing information of the regenerative wave/construction future

- Public participation in forestry related activities (signed waivers will be required)
- A City Transit Trolley Tree Tour of Sandy hosted by a Certified Arborist and Forester
- Auction of carver's art at the end of the event

The event organizer's application, site plan, narrative, and event schedule are provided as exhibits.

The applicant has secured a new insurance policy which is scheduled to start May 25, 2025. The Insurance and "Hold Harmless" clause for the City will be conditions in the final temporary use order and the policy will be verified by the Planning Division prior to the event.

KEY CONSIDERATIONS / ANALYSIS:

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

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

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

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

BUDGET IMPACT:

None

RECOMMENDATION:

Approve the "Noise Exception" under Chapter 8.20.020 (B)(10) for File No. 25-026 TEMP - Sandy Invitational Chainsaw Carving (SICC) Event as this application otherwise meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a unique art event in the City of Sandy.

SUGGESTED MOTION LANGUAGE:

"I move to approve the noise exception at 37000 Hwy 26 for the event as filed in File No. 25-026 TEMP to be held on Saturday May 31 and Sunday June 1, 2025, from 8:00 am to 7:00 pm."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application / Site Plan
- Exhibit B. Special Event Permit Application
- Exhibit C. Narrative and event schedule



General Land Use Application

1 page

Name of Project:	SICC Forest Festival
Location or Address:	36936 US-26, Sandy OR 97055

Map & Tax Lot #	T: <i>SCE Attached MAP</i>	R:	Section:	Tax Lot (s):
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Request: Chainsaw Carving Competition approx. 25 contestants with fenced off stalls/barricades.

Mechanized demonstrations of big equipment and career/tech job fair. Live Demos and vendors

Interactive timber displays, educational booths, NONPROFITS, timber sports competitions and youth demo-field run by former OSU students.

- I am the (check one) ☒ owner ☐ lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.
- With submission of this application, I authorize representatives of the City of Sandy to access the property for the purpose of site investigation associated with this application.

Applicant (if different than owner) Trajectory	Owner Dick Hannah Ford/Chevrolet
Address 9123 SE St Helens St, Ste 264	Address 36936 US-26
City/State/Zip Clackamas/OR/97015	City/State/Zip Sandy/OR/97055
Email Austin.e@trajectorynw.org	Email <i>ewinston@dickhannah.com</i>
Phone 503-381-9314	Phone <i>360-944-3337</i>
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>

Staff Use Only

File #: 25-026 TEMP	Date: 4/25/25	Fee\$:	Planner:
Type of review:	Type I <input type="checkbox"/>	Type II <input type="checkbox"/>	Type III <input type="checkbox"/> Type IV <input type="checkbox"/>
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting:			

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

Email: planning@ci.sandy.or.us

GIS Map # 24E14B
Parcel # 24E14B 06400
Parcel # 00666470



Special Event Permit Application

CITY OF SANDY

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

OVERVIEW

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

APPLICATION PROCESS

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

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

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

CONTACT INFORMATION

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

*required information

EVENT INFORMATION

*Event Type and Name: City Celebration: Wood/Vendor Carving Exposition, Timber Sports, mech demos, career fair, public education	
Brief Event Description: Wood Carving Event hosting approximately 25 artists showcasing skills and selling art. Demonstrations of Forestry Skills and Knowledge. Educational booths, vendors, Timbersports, business and career booths with hands on hiring opportunities. Heavy Machinery Demonstrations and Log Loader competitions. On lot behind Dick Hanna Dealership. Will Incase event in combination of fences.	
*Location/Facility Requested: Dick Hannah Ford/Chevy 37000 US-26, Sandy OR 97055	Expected Number of Participants: Youth: 1000 Adult: 150
*Event Date: May 31st/June 1st 2025	Expected Number of Spectators: Youth: 1500 Adult: 4000
*Start Time: 8:00 am	*End Time: 7:00 pm

*required information

Describe in detail the event you will be holding:

Hosting independent wood carving artists to demonstrate their capabilities and sell art. Invitations to other relevant vendors/shopt, including food, would be extended. Educational booths with partnered orgs, including OSU, CRBC, SAF, USFS, and similar organizations. Hosted arborist/Forester led walking tours hosted by professionals. Presentations from competing school forestry teams that demo skills with old&modern equipment. Hands on activities with tools/equipment for the public (choker Setting, hand saws, cable splice) with appropriate PPE and Trained Pros from OLC partnered businesses supervising. Carvers: Main logs choosen at 8am on Sat. and carving begins, finishes at 5pm on Sunday. Mechanized and Mass Timber Demonstrations from industry partners. No Alcohol on site. Use additional pages as needed.

Check & answer all that apply:

- ☒ How many toilets and handwashing stations will be provided? 10
- ☐ Will be blocking or closing roads, sidewalks or parking areas or affecting bus routes or bike lanes - Provide traffic control plan (diagram or map with narrative)
- ☐ Will need barricades from the City of Sandy - Provide number and locations
- ☐ Will require traffic control provided by City of Sandy
- ☒ Will require, or be requesting, police presence provided by City of Sandy
- ☐ Will be holding event in a City Park or on City Right of Way (street, sidewalk, parks, parking lane)
- ☒ More than 40 persons are expected at the event
- ☐ Will be advertising the event for commercial purposes or charging admission
- ☒ Will be serving food (catered or vendors) at the event (potlucks and family BBQs do not apply), Or have other vendors, artisans etc at the event. If so provide a vendor list
- ☐ Will be serving alcohol at the event
- ☐ Will be using pyrotechnics/fireworks at the event. Operation of any machinery or equipment which produces heat, sparks, dust, fumes or which require separation form event attendees to prevent injuries
- ☒ Will be using PA, Speakers or other Amplification/Broadcasting device at event
- ☒ Are legally recognized as a 501C3 Non-Profit or Charitable cause?
- ☐ Will require _____ number of parking spaces for each day of event (submit parking plan)
- ☐ Will there be rides (carnival rides, hot air balloons etc) at this event?
- ☐ Provisions for recycling and trash collection on-site? Provide plan and attach to application.
- ☒ Do you have insurance to cover the event? If yes, please provide copy of insurance certificate.
- ☒ Tents, canopies, trailers, mobile homes or covered booths or food carts

Special Event Permit

CITY OF SANDY

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

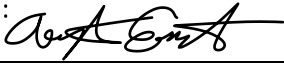
SPECIAL USE PERMIT

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

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

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

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

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the Special Use Application, to be bound to the terms and conditions of this permit and to the City of Sandy's rules and procedures applicable to the event.	
Permit Holder's Printed Name: Trajectory (ED:Austin Ernesti)	
Permit Holder's Signature: 	Date: Mar 16, 2025
Authorization is granted by:	Title:
Signature:	Date:

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

Exhibits attached: _____



SICC Forest Fest

Sponsored by:

Dick Hannah

3rd Annual Chainsaw Carving Event

37000 US-26, Sandy, OR 97055

If you have questions:

Email SICC@trajectorynw.org

OVERVIEW & PURPOSE

What: Celebrate Oregon Forests through the support of Wood Carving Artists, Forestry Education, Timber Sports, Mass Timber, Mechanized demos, and skills demonstrations.

Where: Dick Hannah rear field, 37000 US-26, Sandy, OR 97055

When: Mat 31st & June 1st, 2024 8:00 am to 7:00 pm

Who: Trajectory, Dick Hannah, Freelance Artists, Competitors, Local Business, Government Offices and Representatives, Nonprofit Organizations, Post Secondary Education

Website: <https://www.trajectorynw.org/sicc>

Contacts:

Carving: [Austin Ernesti](#) 503-381-9314

Mech:

Development: [Mike O'Malley](#) 503-407-9058

Land: [Dominick de Landro](#) 503-427-8022

Timber Sports: [Andrew Sloan](#) 503-939-7986

Youth Field: [Liz Reeve](#) 503-349-8774

Road Closures: No road closures are requested. Entrance to event through Industrial Way.

Site Development: The rear property at 37000 US-26 will be bladed and leveled with hog fuel. 2 climbing poles will be erected and a log burling pit will be dug. The pit will be filled after the event, the poles will remain in ground for use in future years.

Noise Exemption: We are once again asking for a noise exemption for the event. May 30st-June 1st. There will be chainsaws and heavy machinery running during the day. To our knowledge there were no noise complaints in previous years as chainsaws are always running in Sandy and the event will be closed before dusk.

Theme

Oregon does trees a bit differently. Our forests are an active and complex laboratory worth supporting and emulating; they create sustainable products, public recreation, curtail the threats of climate change, and provide a wide variety of careers. Trajectory can think of nothing in Sandy more worth celebrating, studying, enjoying, protecting, and honoring than the Forest.

The event is broken into Five parts with the main event being the active carving; we are capping it at 25 artists and the selling and auctioning of their art. Hosting independent wood carving artists to demonstrate their capabilities and sell art. "Quick Carve" event will also take place each day and will have a live auction in the evening. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Artists may also display and sell their own pieces. Invitations to other

relevant vendors/educational booths with partnered Organizations. Carvers choose their logs at 8 am by lot with trades legal. Saws down at 4:00 pm each day with a live auction for the days quick carve pieces up for sale. On Sunday the 1st, a judging panel with decision announcement will take place.

Other events will include:

- **SICC TimberSports:** Local Competitors following Stihl TimberSports Rules. Events are open to public members with relevant experience. Events include standards like buck saw, underhand chop, obstacle pole, log burling, stock saw, etc. Waivers for participants are mandatory.
- **SICC Youth Field:** A demonstration of skills by former OSU Forestry Team members. They carry their own skills, and equipment. Trajectory will be sourcing the needed logs. They will also be the Industry Professionals that will be leading the public in practical skills. Public participation in forestry-related activities like choker setting, cable splicing, and two-person buck saw. Waivers must be signed by all participants or their guardians. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Equipment includes but is not limited to helmets, eye pro, ear pro, chaps, gloves, and face shields. Restated for emphasis: *untrained volunteers are not to instruct the general public.*
- **SICC Mech Demo Field:** Heavy Machinery for public viewing and explanation. (Harvester, Excavator, Dozer, etc) Mini Excavator public competition (balls in buckets.) Log Loader competition for industry professionals.
- **SICC Mass Timber:** Oregon Mass Timber Manufacturing: the regenerative wave of the near future. Displays by TimberLab, Souter Timber, OSU TallWood Design Institute, and more.
- **Family Zone:** Bouncy houses, Disney Music, Bubble Machines, and Cheap Hotdogs.
- **Vendors:** Selling Vendors, educational nonprofits, local organizations, and trades jobs with "job seekers" in mind. (Pseudo job fair.) Vendor booths should be set up and staffed before 10am.

Incident Mitigation and Safety

-Insurance with \$2,000,000 liability naming Trajectory, Dick Hannah, the City of Sandy, and all associated staff, participants, and volunteers as certificate holders. Insurance is provided by The Alliance of Nonprofits for Insurance.

- Carvers are given a 15'x30' space blocked off by waist high fencing. Signage on public facing sides.
- Timber Sports Field run by Andrew Sloan with help from Jon Wood and Albert Schroder. (From Estacada Timber Carnival.)
- Orange t-post fencing or chainlink lining the entire perimeter of the carving field, timber sports, and youth field.
- Youth Field run by OSU Forester graduates currently working in this industry.
- All tools used by or supervised by trained professionals. Powered equipment must be directly supervised 1:1 by industry professionals.
- Public will utilize full sets/ relevant Personal Protective Equipment and follow OSHA standards during skills training.
- All equipment must be secured by physical presence, behind monitored fences, or in secured sites. Heavy equipment must be run by or in conjunction with experienced operators in the cab. Exception: mini excavator competition will be blocked off and can be done by any public members, moving tires or dropping tennis balls in buckets.
- Mass timber demos will use small tools like impact drivers and hammers. Appropriate PPE utilized and guided by industry professionals from respective businesses.
- Earplugs at all entrances with volunteers discussing hearing loss prevention. Sunscreen and skin damage info are provided as well.
- 6 Portable Toilets dispersed across events.
- Water Stations and first aid at each site
- Trash cans at all entrances, restrooms, and at water stations.
- Fire units on site. (Also with Career Fair participation.)
- EMS Services On Site (Also doing Career Fair Participation)
- Fire Marshal approval.

Site Build up:

The field will be built up over several weeks prior to the event. Dozers, graders, dumptrucks, excavators and similar heavy equipment will be used on site. The ground will be covered with "hog fuel" to prevent a muddy site. The gated entrance to the field will be expanded to allow larger equipment, 2 spur poles will be installed with guy wires on the east side of the rear field, and the portion not already covered by chain link fence will have orange safety fence installed to create a full perimeter.

Clean up and Pack out:

Trajectory has a team of volunteers to facilitate teardown. During the days of event and the following day. Huge machines will need to be hauled in and out during weeks prior and after the event.

Major tents, trash, and exhibits will be torn down the night of June 1st. Fencing, machines, and remainders will be removed during the following week.

Schedule:

Sandy Invitational Chainsaw Competition [37000 US-26, Sandy, OR 97055](#)

May 31, 2025

6:00 am Trajectory staff arrives on site, last minute safety checks (Fences, Logs, and Heavy Equipment

Delivered and set in days prior)

Carvers Begin to Choose pieces by lot, then first come first serve.

7:00 am Arrival on Site and Setup

8:00 am Carvers begin carving their "main piece" for judging at the completion of the event.

9:00 am Vendors have finished setting up. Family Zone and Mini-Ex opens up.

10:30 am Quick Carve starts (Also carver lunches, Sponsor Recognition)

11:00 am Timber-Sports Begins (Scored, Public Trial is Sunday)

12:00 pm Regular Carving resumes

2:00 pm Practical Demonstration by former OSU Forestry Team members

3:30 pm Saws Down

4:00 pm Live Auction for Quick Carve Pieces (Sponsor Recognition)

Family Zone, Mechanized, and Timber Fields shut down

6:00 pm Site walkthrough by Trajectory Staff. Close up.

Day 2

Jun 1, 2025

7:00 am Trajectory staff arrives on site, last minute safety checks

Gates open to Carvers, Support Staff, Vendors, etc.

8:00 am Carvers resume work on “main piece” for judging.

9:00 am Vendors open.. Family Zone and Mini-Ex opens up.

10:30 am Quick Carve starts (Also carver lunches, Sponsor Recognition)

11:00 am Timber-Sports Begins (Open to Public, Scored Group is Saturday)

12:00 pm Regular Carving resumes

2:00 pm Practical Demonstration by former OSU Forestry Team members

3:00 pm Saws Down and Live Auction for Quick Carve Pieces (Sponsor Recognition)

4:00 pm Live Auction for Quick Carves followed by Final Judging Ceremony

Family Zone, Mechanized, and Timber Fields shut down

6:00 pm Site walkthrough by Trajectory Staff. Close up.

Jun 2, 2025 through Jun 8, 2025

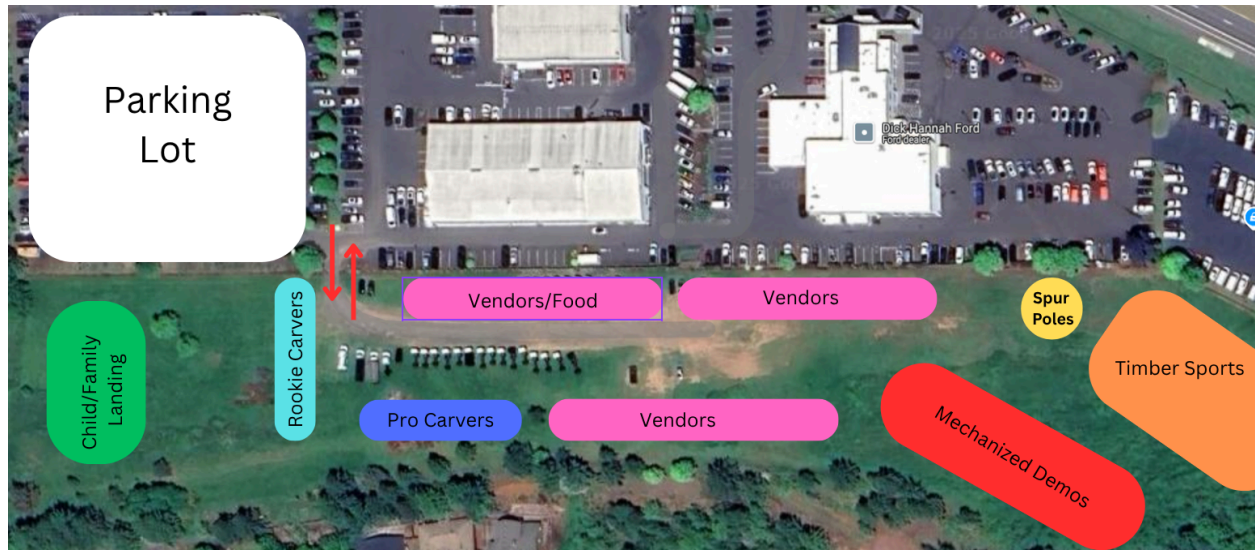
Tear Down and Close Out Site

Maps

Entrance: Entrance will be off of Industrial Way, negating the need for any ODOT Highway permits or Road Closures.



SICC Forest Fest Site:



Vendor list from 2024:

Hauser Tree, LLC

Little bear fashions

Littlebear sculptures/ chainsaw carver

Art from the Heart

Sweet tooth cottage bakery

D31 Foundation/Sandy Night Out

U.S. Forest Service - Mt. Hood National Forest

Lemonette

Cascade Northern Mortgage

Wy'east Artisans Guild

Tree Dogs Arborist Services

Mountain Mommas Handmade

People For Sandy/Candidate For Mayor Booth

FNRL

OREGONTOOL

Gresham Ford

Trackers Earth

Oregon State University College of Forestry

Cal-Line Northwest

Antfarm

Wood Mizer

Mt. Hood Community College

Roaring River Water Collective

Mein Investments

Sandy Historical Society, Inc

Clackamas Community College

Pudding River Woodcarving

Hampton Lumber

Sandy Pioneer Baseball

Adventure Academy PNW

Oregon Women in Timber

NOMO

Peterson CAT Rental



STAFF REPORT

Item # 5.

Meeting Type: City Council
Meeting Date: May 19, 2025
From: Kelly O'Neill Jr.
Subject: Noise Exception Approval: 4th of July Block Party with amplified music

DECISION TO BE MADE:

Whether to approve or deny a noise exception to Title 8, Section 8.20.020.B.11. for amplified music at a block party for a 4th of July celebration event at 37720 Coralburst Street (between Jade Glen Avenue and Dreamcatcher Avenue). The noise exception is for a live band to play one night on the 4th of July, from 5:00 pm to 9:30 pm on Coralburst Street between Jade Glen Avenue and Dreamcatcher Avenue.

APPLICABLE COUNCIL GOAL:

Not applicable

BACKGROUND / CONTEXT:

Staff received a block party application and other related materials on May 7, 2025, and again on May 8, 2025, requesting approval for amplified music at 37720 Coralburst Street for a 4th of July event to begin at 5:00 pm and conclude by 9:30 pm. The request from Darren Wegener for a noise exception came as part of his block party application. The Public Works Department will review the block party permit separately and verify there are enough neighbors supporting the event to close the street between Jade Glen Avenue and Dreamcatcher Avenue.

The proposed event location is zoned Single Family Residential (SFR). The property to the north, south, east, and west is also zoned SFR.

The event will have the following activities and requests:

- Live band
- Fireworks
- Food
- Street closure

The block party organizer's email detailing the event schedule, site plan, and narrative are provided as an exhibit.

KEY CONSIDERATIONS / ANALYSIS:

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

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

Section 8.20.020.B.11. goes on to state: “The use or operation of an automatic or electric piano, phonograph, gramophone, victrola, radio, television, loudspeaker or any instrument for sound producing or any sound-amplifying device so loudly as to disturb persons in the vicinity thereof or in such a manner as renders the use thereof a nuisance. However, upon application to the council, permits may be granted to responsible persons or organizations for the broadcast or amplification of programs of music, news, speeches or general entertainment as a part of a national, state or city event, public festivals, or outstanding events of a noncommercial nature. The broadcast or amplification shall not be audible for a distance of more than 1,000 feet from the instrument, speaker or amplifier and in no event shall a permit be granted where any obstruction to the free and uninterrupted traffic, both vehicular and pedestrian, will result;”

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

BUDGET IMPACT:

None

RECOMMENDATION:

Approve the “Noise Exception” under Chapter 8.20.020.B.11. for the applicant’s 4th of July Block Party Event at 37720 Coralburst Street (between Jade Glen Avenue and Dreamcatcher Avenue). The Block Party permit for closure of the street will be reviewed separately by the Public Works Department.

SUGGESTED MOTION LANGUAGE:

I move to approve the noise exception request for amplified music at 37720 Coralburst Street for a 4th of July block party event from 5:00 pm to 9:30 pm as requested by the applicant.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Schedule, Site Plan, and Narrative



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

Fwd: Band at Block Party

7 messages

Chris Relyea <crelyea@ci.sandy.or.us>
To: Planning <planning@ci.sandy.or.us>

Wed, May 7, 2025 at 3:43 PM

This is the request from Darren Wegener for the council to consent to him having amplified music at his block party on the 4th of July.

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

From: **Darren Wegener** <dwegener@ci.sandy.or.us>
Date: Wed, May 7, 2025 at 2:23 PM
Subject: Re: Band at Block Party
To: Chris Relyea <crelyea@ci.sandy.or.us>

Awesome, thanks for making things easy! Here are the important details:

Schedule

Date: July 4, 2025

Times: 5:00 PM to 9:30 PM - to stop prior to the City's fireworks.

Location:

- Block party - Coralburst St. between Jade Glen and Dreamcatcher.
- Band specifically in front of [37720 Coralburst St.](#)
- This street is adjacent to the Bell St. field where the fireworks are held.

Site Plan





About the event:

Narrative

Being so close to the city's fireworks display, the houses on our block have always been a hub of 4th of July celebrations. Last year we met ahead of time and decided that we wanted to celebrate as a group, moving our individual celebrations from the back yards to the front. We applied for the block party permit, had the street closed and the result was amazing. We had neighbors socializing, kids dancing to music and playing games, and a sense of community was being built. As everyone packed up after the fireworks, the feedback was overwhelming and everyone wanted to do it again! Our street was closed because of the block party, so it was safe and because it was held on a day where everyone was already having parties and there were loud fireworks, the celebration was just that much more fun!



About the Band:

Nightlife is the name of the band that we are hoping to host. They are local to the Sandy area and have played during CamoCon fundraisers, here in town. They are a family friendly band that plays a variety of the hits from the different decades. In the past the singer has interacted with the kids in the audience, encouraging them to dance and sing, really providing a fun, family friendly environment that was welcoming for everyone.

Thank you for helping us put this letter together. We plan to have our Block Party Application submitted by the time this letter would be in front of Council on 6/6. Also, thank you to the Mayor and Council for their consideration.

Let me know if you need anything else!

Best,



STAFF REPORT

Item # 7.

Meeting Type: City Council
Meeting Date: May 19, 2025
From: Jon Legarza, Economic Development Consultant
Subject: Discussion: Economic Development Priorities

DECISION TO BE MADE:

Discussion and recommendation to move forward with proposed work plan for the Economic Development Board (EDAB) for 2025-2026.

APPLICABLE COUNCIL GOAL:

[Goal 9.1](#): "...implement the [Economic Development Strategic Plan](#) to create more living wage jobs, support local business growth, and support a strong local economy."

BACKGROUND / CONTEXT:

The current EDAB has been placed on hold. Staff would like feedback on the work plan and approval to move forward with the EDAB for the 2025-2026 year.

KEY CONSIDERATIONS / ANALYSIS:

Business outreach to vacant parcels, industrial sites, and improvement beautification. Review and update existing programs for business community.

RECOMMENDATION:

Staff recommends approval of the proposed EDAB 2025-2026 work plan.

LIST OF ATTACHMENTS / EXHIBITS:

- Power Point Slides: EDAB Work Plan City of Sandy



Sandy Economic Development Work Plan

2025-2026 proposed City of Sandy's Economic Development Advisory Board's (EDAB) Work Plan. This comprehensive strategy addresses key opportunities and challenges facing our growing community. We've identified three strategic priorities to strengthen our local economy while maintaining the unique character that makes Sandy special.

The following proposed action plan for business retention, vacancy reduction, industrial development, and public realm enhancements. Each priority includes specific initiatives, timelines, and success metrics to ensure accountability and progress. Staff is seeking input from the council to move forward engaging the Economic Development Advisory Board (EDAB) to start work in June.

Business Communication & Vacancy Reduction

Sewer Moratorium Outreach

Develop clear communication materials explaining the current infrastructure constraints, timeline for resolution, and interim options for business development. Host quarterly information sessions with business owners.

Vacancy Inventory System

Create a comprehensive database of all commercial vacancies including square footage, rental rates, and property conditions. Publish an interactive online map for prospective businesses.

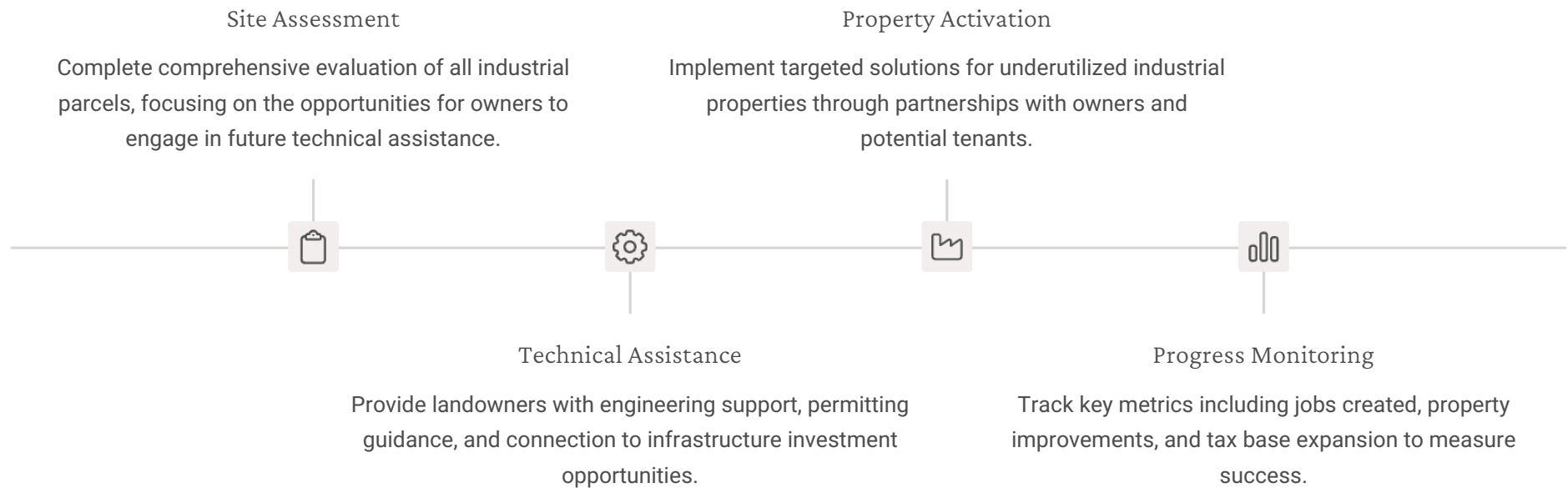
Business Attraction Strategy

Conduct targeted outreach to businesses that fill identified gaps in the local market. Develop an incentive package for businesses willing to locate in priority areas. Host a business outreach with partners to build awareness.

A first priority is to address the critical need for transparent communication regarding infrastructure (sewer) constraints while simultaneously working to reduce commercial vacancies. We'll identify property owners of vacant storefronts and develop targeted strategies to attract complementary businesses, particularly to the Downtown corridor.

The Staff will survey business community and work with the EDAB to identify specific barriers to occupancy, including rental rates, building conditions, and regulatory challenges. Based on these findings, we'll develop tailored solutions for EDAB to provide input to the Council consideration.

Industrial Land Development Strategy



Our industrial lands represent significant opportunities for economic growth and job creation. We'll work closely with owners of key properties like the Rogue Fabrication site and other parcels in the Industrial zones to identify barriers to development and implement practical solutions.

Technical assistance will include connecting property owners with resources for technical assistance, an potentially developing public-private partnerships to address infrastructure needs

Public Realm Enhancement Program

Street Banner Program

Design and install seasonal banners along Highway 26 corridor and downtown streets that reflect Sandy's unique character and promote local businesses. Launch with initial set of 24 banners in winter of 2025.

Façade Improvement Program

Update and review the grant program(s) for storefront renovations, with priority given to historic buildings and high-visibility locations.

Comprehensive Wayfinding System

Create integrated signage directing visitors to key destinations, parking areas, and recreational opportunities. Incorporate consistent branding elements throughout all signage.

Enhancing Sandy's visual identity and navigability is critical to supporting our business community. Begin with the Street Banner Program to create immediate visual impact while developing the more complex Façade Improvement Program and comprehensive wayfinding system.

The Façade Improvement Project will serve as a model for future matching programs and grant applications, demonstrating the impact of coordinated investment in our commercial districts. Outreach to engage property owners to explore upgrades, tenant attraction strategies, and potential redesign options to create a more vibrant retail environment.



STAFF REPORT

Item # 8.

Meeting Type: City Council
Meeting Date: May 19, 2025
From: AJ Thorne, Public Works Director
Subject: Contract Award: Sandy to Portland Transmission Main Contract for the Bull Run Supply Pump Station

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an agreement for the construction of the Transmission Main as part of the Portland to Sandy Filtration Plant Transmission System project.

APPLICABLE COUNCIL GOAL:

7.2: Progress construction of Portland Filtration Transmission System to near completion.

BACKGROUND / CONTEXT:

The Portland Water Bureau (PWB) provides drinking water to several service areas within Multnomah, Washington, and Clackamas counties in Oregon, with the City of Sandy (City) being one of the areas served in Clackamas County. In 2019, the PWB identified the need for a new filtration plant, the Bull Run Filtration Facility (BRFF), to remove potential contaminants, including the microorganism *Cryptosporidium*. The new filtration plant requires the City to stabilize its drinking water supply through a new connection to the Bull Run Supply at the proposed BRFF. This includes the construction of a new pump station and transmission pipeline to convey filtered water from the BRFF to the existing Hudson Road Transmission Main.

As part of the effort to stabilize the City's drinking water supply from the Bull Run Supply, the City will need to construct a pump station which will have the capacity to provide 5 million gallons per day (MGD) of finished water. The pump station will include a dechloramination/disinfection system, and approximately 5,500 feet of 16-inch, Class 52 ductile iron transmission pipeline to provide a connection between PWB's BRFF and the City's Revenue Reservoir.

KEY CONSIDERATIONS / ANALYSIS:

An invitation to bid for the transmission main along SE Bluff Road was released on March 5, 2025, for the construction of approximately 5,500 lineal feet of 16-inch diameter ductile iron water transmission main along SE Bluff Road, between the intersections of SE Proctor Road and SE Hudson Road.

On April 15, 2025, the City received nine (9) bids from contractors with the apparent lowest bidder being N8 Holmlund Inc, DBA N8 Excavation at \$2,687,000.

The bids were reviewed by the design engineer, Consor.

While there is uncertainty for the future of this project due to land use for Portland's filtration site, there has been no movement to date for the deadline to filter water from Bull Run by September 2027. Staff recommends moving forward with this phase of the project to ensure water can flow from the site to Sandy as early as possible. The timing of the upcoming land use decision will be before any physical construction begins on this project.

BUDGET IMPACT:

Funds for the construction of the Transmission Main are identified in the water capital appropriations for the FY26_27 budget as part of the Portland to Sandy Filtration Plant Transmission System project. A Full Faith & Credit Bond was secured in April 2025 to cover the construction costs. This project will be financed from the City's Water Fund account.

RECOMMENDATION:

Authorize the City Manager to execute a contract with N8 Holmlund Inc, DBA N8 Excavation, for the Sandy to Portland Transmission Main, in an amount not to exceed \$2,687,000.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute a construction contract with N8 Holmlund Inc, DBA N8 Excavation for the Transmission Main portion of the Portland to Sandy Water Filtration System project, in an amount not to exceed \$2,687,000."

LIST OF ATTACHMENTS / EXHIBITS:

- A) Contract Agreement: N8 Holmulnd Inc, DBA N8 Excavation
- B) Schedule of Prices
- C) Location maps
- D) Invitation to Bid (external links)
 - a. [Part 1: Specs](#)
 - b. [Part 2: Drawings](#)
 - c. [Addendum 1](#)
 - d. [Addendum 2](#)

CONTRACT FORMS

**SECTION 00 52 43 - AGREEMENT
FOR
PORTLAND TO SANDY WATER FILTRATION TRANSMISSION SYSTEM
FOR
CITY OF SANDY**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025

by and between The City of Sandy, OR (hereinafter called Owner)

and N8 Holmlund Inc DBA N8 Excavation (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**PORTLAND TO SANDY WATER FILTRATION TRANSMISSION SYSTEM
SANDY, OREGON**

The Work to be performed under this Contract consists of furnishing all labor, materials, and equipment necessary for the installation of approximately 5,500 lineal feet (LF) of 16-inch diameter ductile iron (DI) water transmission main along SE Bluff Road between the intersections of SE Proctor Road and SE Hudson Road, in a combined trench with a 3-inch diameter, PVC fiber conduit, the required pipe and conduit appurtenances, and other work as described below. The project location is indicated on the Drawings..

ARTICLE 2—THE PROJECT

The Project, of which the Work under the Contract Documents is a part, consists of, but is not limited to, the following:

- Approximately 5,500 LF of 16-inch diameter DI transmission main along SE Bluff Road, from the intersections of SE Proctor Road to SE Hudson Road;
- Approximately 5,500 LF of 3-inch diameter Polyvinyl chloride (PVC) communication conduit in a shared trench with the water transmission pipeline;
- Miscellaneous transmission system piping and appurtenance connections within the project area;
- Abandonment and removal of existing water mains; and
- Other miscellaneous work as shown and specified, including erosion control, temporary and permanent paving, striping and pavement markings restoration, and other restoration measures as required

ARTICLE 3—ENGINEER

The Project has been designed by Consor North America, Inc., One SW Columbia Street, Suite 1700, Portland, Oregon 97204, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

- 4.1 Time is of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2 Work shall be substantially completed on or before **April 1, 2026**. Substantially completed, as defined generally within Paragraph 15.03 of the General Conditions of the Agreement, hereinafter termed the General Conditions, and more specifically herein, shall be when the Engineer and Owner agree that the entire Work is operational following successful testing and start-up and the Owner is able to take possession of and have full operational use of the facilities. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 31, 2026**. As further identified in the General Conditions, the number of days or the dates by which Contractor shall (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work shall be referred to as the "Contract Times."

The above completion dates are based on the following:

- Notice of Award no more than 45 days after Bid Opening Date, and
- Owner Signing of Agreement and Issuance of Notice to Proceed within 30 days after Notice of Award.

Where the Owner is prevented from signing of Agreement and issuing Notice to Proceed due to a delay in receiving signed agreements, bonds, and insurance certificates from Contractor in the form required by the Contract Documents, the Contract Times will not be extended.

Where the Contractor is prevented from starting to perform the Work due to a reasonable and documented delay in issuance of Notice to Proceed beyond the control of the Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, and such extension of the Contract Times shall be Contractor's sole and exclusive remedy for such delay.

- 4.3 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner

Five Hundred dollars (\$ 500)

for each day that expires after the time specified in Paragraph 3.2 for Substantial Completion until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 4.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

One Thousand dollars (\$ 1,000)

for each day that expires after the time specified in in Paragraph 3.2 for completion and readiness for final payment.

ARTICLE 5—CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the attached Bid Proposal, said sum being the Contract Price:

<u>Two Million Six Hundred Eighty Seven Thousand Dollars and Zero Cents</u>	<u>\$2,687,000</u>
(use words)	(use figures)

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in Paragraph 13.03 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER monthly during construction as provided in Paragraphs 6.1.1. and 6.1.2. below. All such payments will be measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 15.01 of the General Conditions:

a) 95% of Work completed (with the balance of 5% being retainage).

6.1.2. If the project is subject to state or federal prevailing rates of wages, the retained amount shall be increased to 25% of Work completed until CONTRACTOR has filed with OWNER certified statements as required by ORS 279C.845. OWNER will pay the excess amount retained under this requirement within fourteen (14) days after CONTRACTOR files with OWNER said certified statements.

- 6.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.
- 6.3 *Consent of Surety:* Owner will make final payment, or return or release retainage at Final Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.4 *Interest:* All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest from the date payment is due at the rate set forth in ORS 279C.570..

ARTICLE 7—CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied (or assumes responsibility for having done so) all reports of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, all examination, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 7.5 CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all

additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- 7.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8—CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.
- 8.2 This Agreement (pages 1 to 8, inclusive)
- 8.3 Exhibits to this Agreement (pages ____ to ____, inclusive) (RESERVED)
- 8.4 Performance, Payment, and other Bonds, consisting of ____ pages
- 8.5 Prevailing Wage Rates
- 8.6 Notice to Proceed
- 8.7 Supplementary Conditions (pages 1 to 28, inclusive)
- 8.8 Standard General Conditions (pages 1 to 74, inclusive)
- 8.9 Specifications bearing the title Technical Specifications and consisting of 40 divisions and 255 pages, as listed in table of contents thereof
- 8.10 Drawings consisting of a cover sheet and sheets numbered 1 through 45, inclusive with each sheet bearing the following general title:

PORTLAND TO SANDY WATER FILTRATION PLANT TRANSMISSION SYSTEM

Attached Yes ☒ No
(Circle One)

- 8.11 Addenda numbers 1 to 2, inclusive.
- 8.12 CONTRACTOR's Bid Proposal (pages 1 to 66, inclusive).
- 8.13 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ inclusive). (RESERVED)

The documents listed in Paragraphs 8.1 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 11.01 of the General Conditions.

In the event of a conflict between the Contract Documents, the Contract Documents shall be given precedence in the order listed above.

ARTICLE 9—MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.3 By its signature on this Agreement, Contractor certifies that the service or services to be performed under the Contract Documents are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under the Contract Documents. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
- 9.4 Nothing contained in these Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against City or Contractor. Contractor's Work under these Contract Documents shall be performed solely for City's benefit, and no other entity or person shall have any claim against Contractor because of the Contract Documents for the performance or non-performance of Work hereunder.
- 9.5 Entire Agreement. The Contract Documents represent the entire agreement of the parties with respect to the subject matter hereof, and supersede and replaces all prior and contemporaneous oral and written agreements with respect to such subject matter. No amendment, modification or variation of the terms and conditions of the Contract Documents shall be valid unless it is in writing and signed by all parties hereto.
- 9.6 Governing Law, Jurisdiction and Venue; Waiver of Jury Trial. The parties acknowledge that the Contract Documents have been negotiated and entered into in the State of Oregon. The parties expressly agree that the Contract Documents shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Oregon. Venue and jurisdiction for any action at law or in equity relating to this Agreement shall lie exclusively in the Circuit Court of the State of Oregon for Clackamas County, and not in any other state or federal court that may have concurrent jurisdiction. Should any action or proceeding arising under or as a result of this Agreement proceed to court, it shall be tried without a jury.
- 9.7 Attorney Fees. In the event action is instituted to enforce any term of the Contract Documents, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in such action as set by the Trial Court and, in the event of an appeal, as set by the Appellate Court.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Sandy

By:

By:

Attest:

Attest:

Address for giving notices:

Address for giving notices:

(If OWNER is a public body,
attach evidence of authority
to sign and resolution or other
documents authorizing
execution of Agreement.

Contractor License No.: 186472

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

SECTION 00 61 13.13 - PERFORMANCE BOND

Seller Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Buyer Name: CITY OF SANDY Mailing address (<i>principal place of business</i>): 39250 Pioneer Boulevard Sandy, OR 97055	Contract PORTLAND TO SANDY WATER FILTRATION TRANSMISSION SYSTEM, PROJECT # W23001 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Seller as Principal	Surety
_____ <i>(Full formal name of Seller)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Seller performs the Construction Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
 - 3.2. The Buyer declares a Seller Default, terminates the Construction Contract, and notifies the Surety; and
 - 3.3. The Buyer has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a Seller selected to perform the Construction Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent Sellers;
 - 5.3. Obtain bids or negotiated proposals from qualified Sellers acceptable to the Buyer for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Buyer and a Seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Buyer as a result of the Seller Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new Seller, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or
 - 5.4.2 Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Construction Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Construction Contract. Subject to the commitment by the Buyer to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Seller for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Seller.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Seller Default or within two years after the Seller ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Buyer to the Seller under the Construction Contract after all proper adjustments have been made including allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Buyer and Seller identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Buyer and Seller.

15. If this Bond is issued for an agreement between a Seller and subcontractor, the term Seller in this Bond will be deemed to be Subcontractor and the term Buyer will be deemed to be Seller.

16. Modifications to this Bond are as follows: None

SECTION 00 61 14.01 - PAYMENT BOND

Seller Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Buyer Name: CITY OF SANDY Mailing address (<i>principal place of business</i>): 39250 Pioneer Boulevard Sandy, OR 97055	Contract PORTLAND TO SANDY WATER FILTRATION TRANSMISSION SYSTEM, PROJECT # W23001 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Seller as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Seller shall have no obligation under this Bond.
3. If there is no Buyer Default under the Construction Contract, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.
4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Seller
 - 5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as

to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Buyer to the Seller under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Construction Contract are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Construction Contract. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:

- 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Seller and the Seller's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Buyer and Seller identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Buyer and Seller.
17. If this Bond is issued for an agreement between a Seller and subcontractor, the term Seller in this Bond will be deemed to be subcontractor and the term Buyer will be deemed to be Seller.
18. Modifications to this Bond are as follows: None

ADDENDUM NO. 2 – SECTION REPLACEMENT

bond with the Oregon Construction Contractors Board if the Project value exceeds \$100,000 and the Bidder is not exempted by the Board from the bond requirement.

- o. Bidder agrees that if awarded the contract, the Bidder will commence the Work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that the Bidder will complete the Work within the time limits specified in the Agreement.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Schedule of Unit Price Work
For
PORTLAND TO SANDY WATER FILTRATION TRANSMISSION SYSTEM
For
CITY OF SANDY

Item No.	Item	Quantity	Unit	Unit Costs	Total Cost
1	Mobilization, Bonds, Insurance and Demobilization	1	LS	\$144,591.50	\$144,591.50
2	Traffic Control, Including Temporary Protection, Direction of Traffic, and Signage	1	LS	\$150,000	\$150,000
3	Erosion and sediment control plan and maintenance	1	LS	\$30,000	\$30,000
4	Construction surveying and staking	1	LS	\$20,000	\$20,000
5	Sheeting, shoring and dewatering	1	LS	\$65,000	\$65,000
6	Additional cost for trench rock excavation	100	CY	\$65	\$6,500
7	Additional cost for overexcavation and select backfill material for unsuitable trench conditions	200	CY	\$90	\$18,000
8	Furnish and Install Class 52 ductile iron pipe, restrained, with Class B trench backfill:				
	a. 18-Inch diameter	40	LF	\$484	\$19,360
	b. 16-Inch diameter	5,480	LF	\$260	\$1,424,800
9	Furnish and Install buried valves:				
	a. 18-inch butterfly valve, MJxFLG (CL 250)	2	EA	\$1,600	\$3,200
	b. 16-inch butterfly valve, MJxFLG (CL 250)	1	EA	\$1,600	\$1,600
	c. 16-inch butterfly valve, MJ (CL 250)	4	EA	\$1,600	\$6,400
10	Furnish and install ductile iron water pipe fittings, restrained	11,500	LBS	\$5.40	\$62,100
11	Furnish and install insulating joint assembly:				
	a. 18-inch diameter	2	EA	\$2,200	\$4,400
	b. 16-inch diameter	1	EA	\$2,000	\$2,000
12	Furnish and install 2-inch diameter combination air release vacuum (CARV) valve assembly, complete	3	EA	\$8,500	\$25,500
13	Modifications to existing combination air release vacuum (CARV) assembly and manhole, Complete	1	LS	\$24,000	\$24,000
14	Furnish and install 6-inch diameter blow-off assembly, complete	1	EA	\$13,000	\$13,000

ADDENDUM NO. 2 – SECTION REPLACEMENT

Item No.	Item	Quantity	Unit	Unit Costs	Total Cost
15	Furnish and install blow-off drain outfall, complete	1	LS	\$2,100	\$2,100
16	Furnish and install fire hydrant assembly, complete	5	EA	\$8,300	\$41,500
17	Connections to Existing Water System Piping	2	EA	\$6,150	\$12,300
18	Hydrostatic Testing, Flushing, and Disinfection of Water Mains	1	LS	\$26,000	\$26,000
19	Fiber optic cable pull box	8	EA	\$2,800	\$22,400
20	Fiber optic conduit, 3-inch diameter PVC	5,630	LF	\$5.25	\$29,557.50
21	Saw cutting existing AC pavement and concrete surfacing				
	a. First 6-inch depth	22,300	LF	\$2	\$44,600
	b. Additional cutting per 1-inch depth beyond the initial 6-inches	11,150	LF	\$0.34	\$3,791
22	Temporary trench resurfacing	265	TON	\$175	\$46,375
23	Cold plane pavement removal, 2-inch depth	7,300	SY	\$5.25	\$38,325
24	Level 3, 1/2-inch dense HMA pavement	2,300	TON	\$155	\$356,500
25	Concrete sidewalk removal and replacement	6	SY	\$600	\$3,600
26	Replacement of road striping, reflectors and pavement markings, complete	1	LS	\$18,000	\$18,000
27	General surface restoration	1	LS	\$10,000	\$10,000
28	Furnish and install 6-inch buried gate valves, MJxFLG	5	EA	\$2,300	\$11,500

Two Million Six Hundred Eighty Seven Thousand Dollars and Zero Cents \$2,687,000.00

Total Bid: \$ _____

(Use words) (Use numbers)

***Abbreviations**

LS – Lump sum

LBS – Pounds

CY – Cubic yards

LF – Lineal feet

EA – Each

SY – Square yard

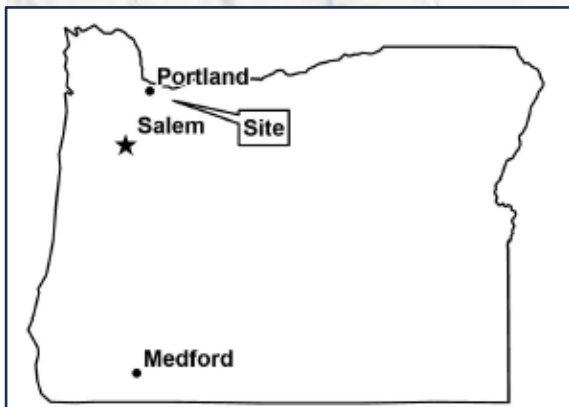
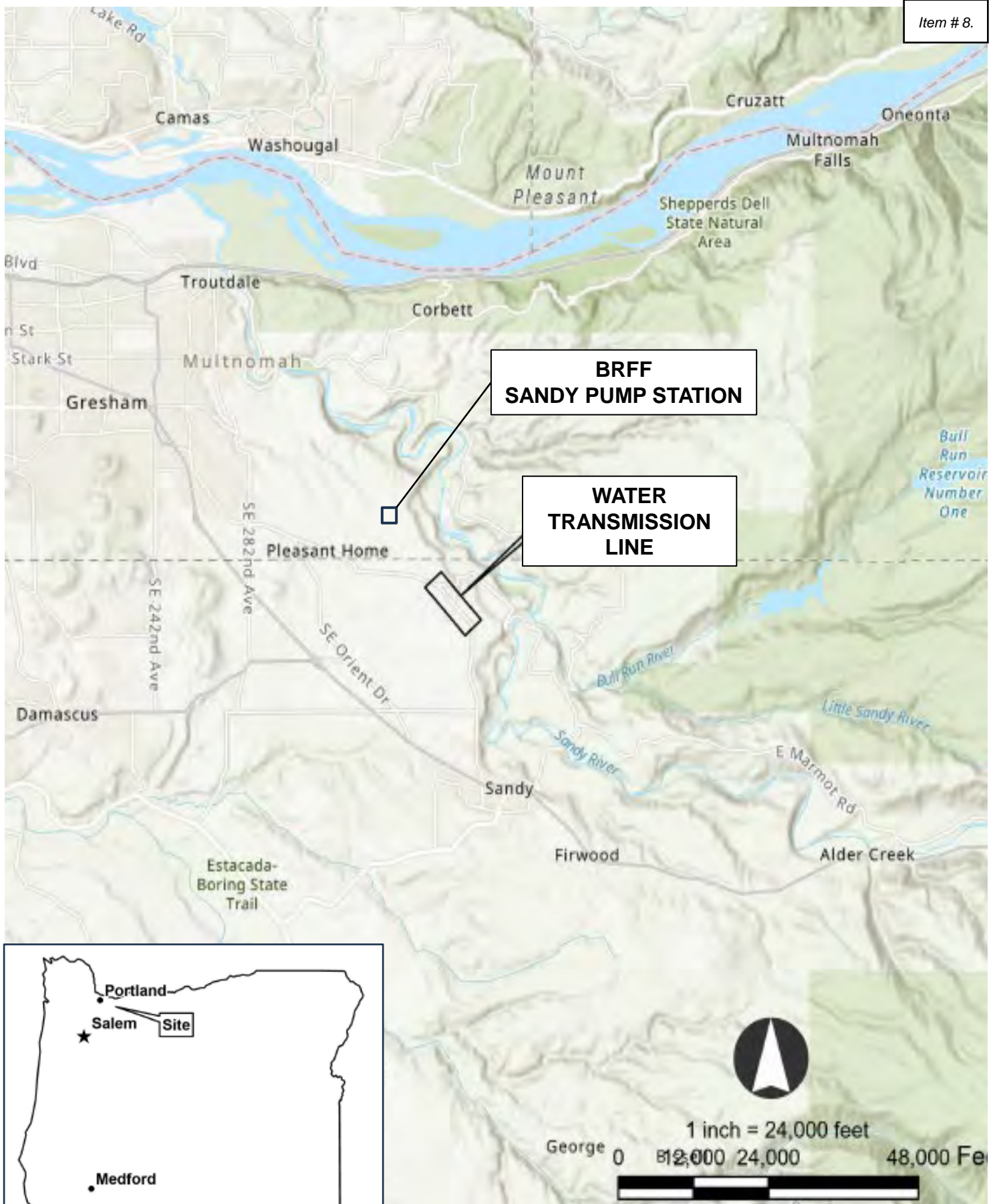
Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

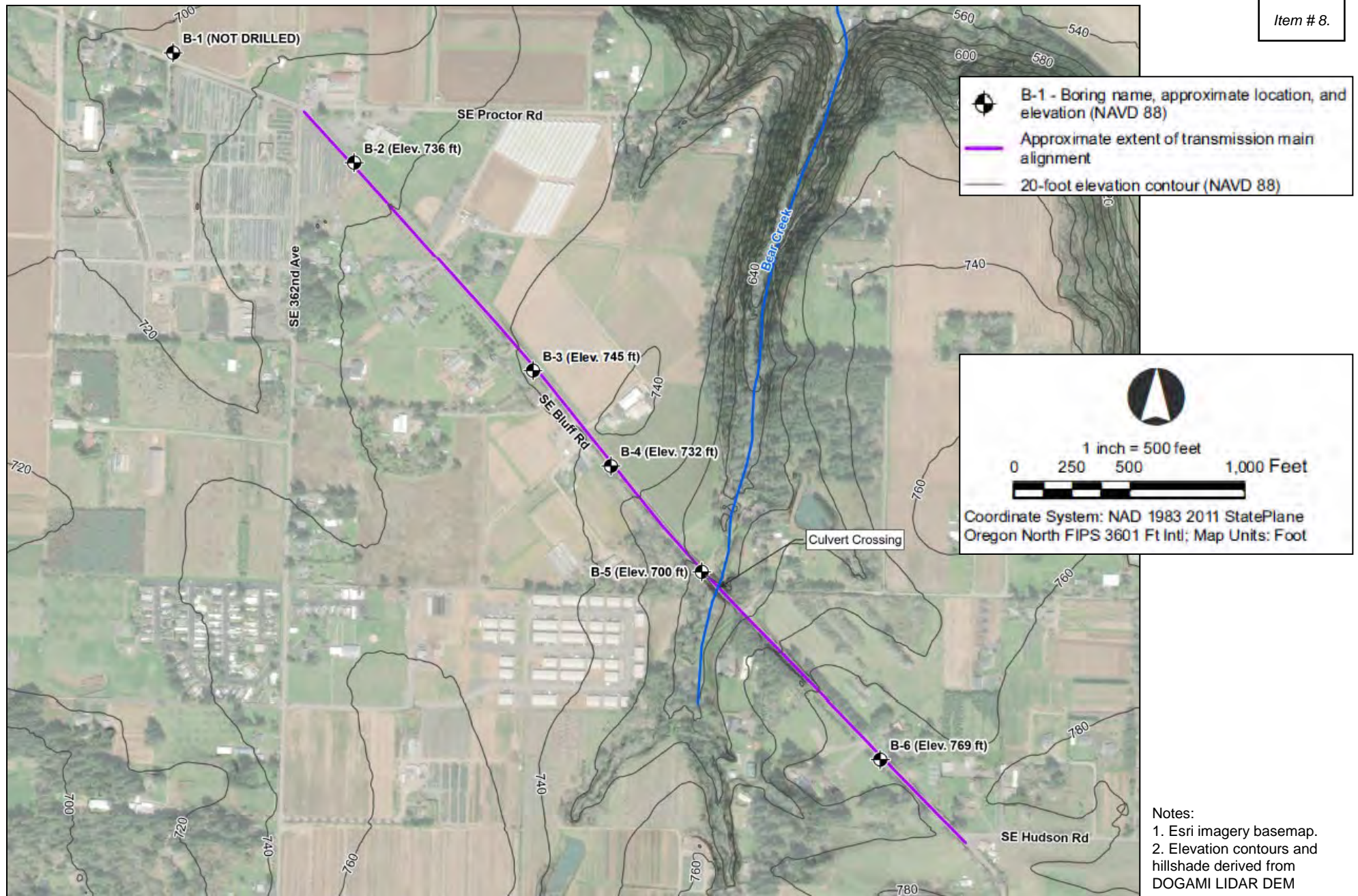
Unit Prices have been computed in accordance with paragraph 10.05 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

Two Million Six Hundred Eighty Seven Thousand Dollars and Zero Cents \$2,687,000.00

LUMP SUM BID PRICE (\$ _____

(use words) (use figures)







STAFF REPORT

Item # 9.

Meeting Type: City Council
Meeting Date: 5/19/2025
From: Andi Howell, Transit Director
Subject: Personal Services Contract between Sandy Transit and RTW Management LLC for transit operation services for 2025-2027.

DECISION TO BE MADE: Approve the contract between the Sandy Transit Department and RTW Management LLC for transit operations of SAM and MHX services.

APPLICABLE COUNCIL GOAL: Continue to promote transit as a safe, efficient mode of transportation; Continue to increase ridership.

BACKGROUND / CONTEXT: The transit department contracts operations for transit services. The contract includes a general manager, road supervisor, maintenance coordinator, utility worker, dispatchers and drivers. Currently the City contracts with MV Transportation Services but the five-year contract will expire June 30, 2025. Due to procurement requirements, the City issues a Request for Proposals (RFP) for the operations contract every 5 years. This RFP was issued on January 9, 2025 on the City's RFP page. It was advertised in the Oregonian and every known transit services vendor was sent an email of notice. Proposals were due February 19, 2025. Three vendors submitted proposals: MTR Western, MV Transportation Services and RTW Management LLC.

The City created an evaluation committee to score the applicants. The committee comprised of six people: Andi Howell and Muna Rustam with the Transit Department, Ryan Wood with the Public Works Department, Hiedi Meuller with an outside transit agency (Canby), Kristina Babcock with Clackamas County and Khris Alexander who is a SAM Board member and a supervisor for TriMet. The evaluation committee interviewed all three vendors and scored each vendor based on their interview and their proposal. The scoring matrix is attached.

A clear winner emerged from the scoring sheets and on March 14th an Intent to Award was issued to RTW Management LLC and all bidders were notified of the award. On March 21st, MV Transportation Services issued a protest. The protest and RFP were sent to the City's legal representatives, and the protest was officially denied by the City on April 2, 2025. With the RFP and protest period complete, the City began background checks and contract negotiations with RTW Management. The negotiated contract is attached for City Council approval.

Significant contract changes:

Through contract negotiations, the City requested 6% wage increases for contracted employees to maintain the current staff through the transition. Additionally, the other two proposals included at least a 6% wage increase to maintain wages at a competitive market rate. With the 6% wage increase, the RTW

Management rate remains lower than the other two proposals for the City. Contracted employees will retain their seniority status and vacation accrual and have health insurance and retirement benefits. Drivers with seniority who currently receive an additional \$400 monthly bonus will continue to receive this monthly payment.

The average revenue rate for the City will be \$80.91/hour in year 1 and \$81.01/hour in year 2. The City currently pays \$81.00 per revenue hour with MV Transportation Services and the County currently pays \$89.67. The average revenue rate for the County will be \$96.51/hour in year 1 and \$96.64/hour in year 2. The table below shows a comparison of the negotiated hourly rate for all three proposals.

	Current Rate SAM/MHX	SAM Year 1	SAM Year 2	MHX Year 1	MHX Year 2
MTR Western		\$89.97	None proposed	\$90.70	None Proposed
MV	\$81.00/\$89.67	\$92.13	\$93.50	\$102.64	\$103.97
RTW		\$80.91	\$81.01	\$96.51	\$96.64

KEY CONSIDERATIONS / ANALYSIS:

RTW Management presented a good proposal, an excellent interview and the references were in good standing. The negotiated rate includes wage increases for contracted employees and remains slightly lower than the City's current rate and lower than the other two proposals.

BUDGET IMPACT:

The negotiated contract costs have been included in the transit budget proposed to the budget committee on May 5, 2025. The not-to-exceed contract costs are \$6,200,709. This includes \$3,785,758 for the City for the biennium, 2,020,606 for the County for the biennium and \$394,345 in contingency for unexpected expenses, to be approved by the City before being expensed.

RECOMMENDATION:

To allow the City Manager to sign the contract between the Sandy Transit Department and RTW Management LLC.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to sign the personal services contract between the Sandy Transit Department and RTS Management LLC".

LIST OF ATTACHMENTS / EXHIBITS:

- City and RTW Management Negotiated Contract
- RTW Management Proposal
- [Sandy Transit Operations RFP 2025 \(external link\)](#)
- Evaluation Committee Scoring Matrix

CITY OF SANDY, OREGON PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”), made and entered into this May 20, 2025, by and between the City of Sandy, an Oregon municipal corporation ("City") and RTW Management LLC (“Contractor”).

RECITALS

WHEREAS, the City’s fiscal year 2025 - 2027 budget provides for transit contracted services; and

The City of Sandy conducted a Request for Proposals (RFP) process and RTW Management LLC was properly selected as a result of this process.

WHEREAS, contract was awarded to Contractor by Sandy’s City Council at their meeting on May 19, 2025; and

WHEREAS, City desires to retain Contractor to perform certain professional consulting services, as further identified in this Agreement. Contractor is willing to perform these services for and in connection with the City’s transit operation services (the “Project”), subject to and in accordance with the terms and conditions contained in this Agreement.

Contract funding subject to local, State and Federal funding sources. State and Federal fund grant contracts this agreement is subject to are attached as Exhibit E and F.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Term.

This Agreement shall run from July 1, 2025 through and including June 30, 2027 unless sooner terminated under the provisions of this Agreement and may be extended for additional like periods. All Services under this Agreement shall be completed prior to the expiration of this Agreement. This contract may be renewed for up to three (3) additional year terms, to be exercised by execution of a written amendment on terms and conditions approved by both parties.

2. Contractor's Service.

The scope of Contractor's services under this Agreement are set forth in Exhibit A (the “Services”). The Services will be completed expeditiously, in a timely manner, and in accordance

with the schedule identified in Exhibit B. All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Contractor's proposal (if any) shall be resolved first in favor of this Agreement. Any conflict between this Agreement and Exhibits A or B shall be resolved first in favor of this written Agreement. Contractor will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of City's Project Manager.

3. Compensation.

1. Agreement Sum. As compensation for Contractor's timely performance of the Services in accordance with this Agreement, City shall pay Contractor a total sum not to exceed \$6,200,709 (the "Agreement Sum"), in accordance with the "Schedule of Rates" attached hereto as Exhibit C. City has also added funding in the amount of \$394,345 for minor unexpected expenses that may exceed the total of the Schedule of Rates in Exhibit C. Any expense included in the "Invoice" separate than the "Schedule of Rates" must be pre-approved in writing by the City. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the undisputed amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties. If for any reason the Operations Manager, Road Supervisor, Maintenance Coordinator or Bus Washer positions designated in the contract are open or not permanently filled, with a qualified individual, for more than 90 days, a charge equal to the position's monthly salary and benefits as denoted in the contract may be immediately assessed by the City of Sandy, and collected through a reduction in payment owed the CONTRACTOR in the next invoice cycle, or as otherwise agreed to at the City of Sandy's discretion. Such fee may continue to be collected for each subsequent month in which the open position is left vacant. Payment shall not be considered acceptance or approval of any Services or waiver of any defects

therein. The Agreement Sum shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of City and Contractor. Notwithstanding the foregoing, the parties may not increase the Agreement Sum without prior written authorization of the City Manager. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or Agreement time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

- A. Certified Cost Records. The Contractor shall furnish certified cost records for all billings to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit by the City in accordance with the terms of this Agreement. The Contractor shall complete Services and cost records for all billings on such forms and in such manner as will be satisfactory to the City.
- B. Contractor Identification. Contractor shall furnish to City Contractor's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. Project Managers.

City's Project Manager is Andi Howell. Contractor's Project Manager is George Goates. Each party shall give the other written notification of any change in their respective Project Manager.

5. Duty to Inform.

Contractor shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Contractor becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim and shall not constitute a waiver of any of City's rights.

6. Contractor is Independent Contractor.

Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

7. Work; Intellectual Property; Records.

- A. Work is Property of City. All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Contractor under this Agreement shall be the property of City. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.
- B. Intellectual Property. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in City. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to City any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section.
- C. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

8. Errors.

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

9. Extra or Changes in Work.

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. Indemnity.

Contractor acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City, its officers, employees, elected and appointed officials, volunteers, and agents harmless from, indemnify, and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from (i) Contractor's acts, omissions, activities or services in the course of performing this Agreement; (ii) Contractor's failure to

pay any tax arising out of or resulting from performance of the Services; (iii) a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City in performance of this Agreement. Contractor's indemnification obligations provided in this Section will survive the termination of this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any work by Contractor that directly results in a design of a facility that is not readily accessible to and usable by individuals with disabilities, as defined by state and federal law, shall be considered a professionally negligent act, error or omission.

- 11. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the City as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: City of Sandy Transit Department 16610 Champion Way Sandy, OR 97055 or ahowell@ci.sandy.or.us.

X Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
X Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$5,000,000 per occurrence.
X Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
X Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$3,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it. Any obligation that City agree to a waiver of subrogation is hereby stricken.

12. Breach of Agreement.

- A. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- B. If the breach is material and Contractor fails to either remedy the breach or actively begin

and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Contractor as being in default and pursue any remedy available for such default at law or in equity.

- C. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the Services under this Agreement. If City suspends terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after City ordered termination or suspension of those Services. If City suspends certain Services under this Agreement and later orders Contractor to resume those Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- D. To recover amounts due under this Section, City may withhold from any amounts owed by City to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and City.

13. Mediation; Trial Without A Jury.

If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.

14. Termination for Convenience.

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Contractor. Upon termination under this Section, Contractor shall be entitled to compensation for all Services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier.

15. Payment of Claims by the City.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The City's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

16. Public Contracting Requirements.

- A. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261

or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

- B. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- C. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- D. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- E. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- F. Hours of Labor. Contractor shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- G. Workers' Compensation. Contractor is a subject employer that will comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)
- H. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- I. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- J. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn

or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)

- K. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- L. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
 - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- N. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

17. Law of Oregon.

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

18. Successors and Assignments.

Both City and Contractor bind themselves and any partner, successor, executor, administrator, or assign to this Agreement. Neither City nor Contractor shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Contractor must seek and obtain City's written consent before subcontracting any part of the

work required of Contractor under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this Section shall be void.

19. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Contractor.

1. EMPLOYEE RETENTION

Contractor acknowledges and agrees that an equally significant reason the City is entering into this Contract is because of the employee retention methods set forth. For current full time City of Sandy operations employees who are retained through good faith efforts, RTW Management LLC will honor participation in a benefit package as explained in Exhibit B, pay the employee's current wage as listed in Appendix A of Exhibit A and provide a \$400 monthly bonus where indicated necessary throughout their employment with RTW Management LLC. Exhibit D includes an updated wage scale for drivers, dispatchers, road supervisor and utility worker. Part time employees will be retained at their current wage, seniority and vacation levels.

20. No Waiver of Legal Rights.

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF SANDY
Andi Howell
 Transit Director
 Email: ahowell@ci.sandy.or.us
 CC: mrustam@ci.sandy.or.us
 Phone: 503.235.6780
 Address: 16610 Champion Way
 Sandy, Or 97055

Contractor
George Goates
 President
 Email: ggoates@RTWManagement Inc.
 Phone: 801.819.3691
 Address: 1495 E. 3300 S.
 Salt Lake City, UT 84106

When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other

instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. Conflict Between Terms.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. Severability.

If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Integration; Counterparts; Electronic Signatures.

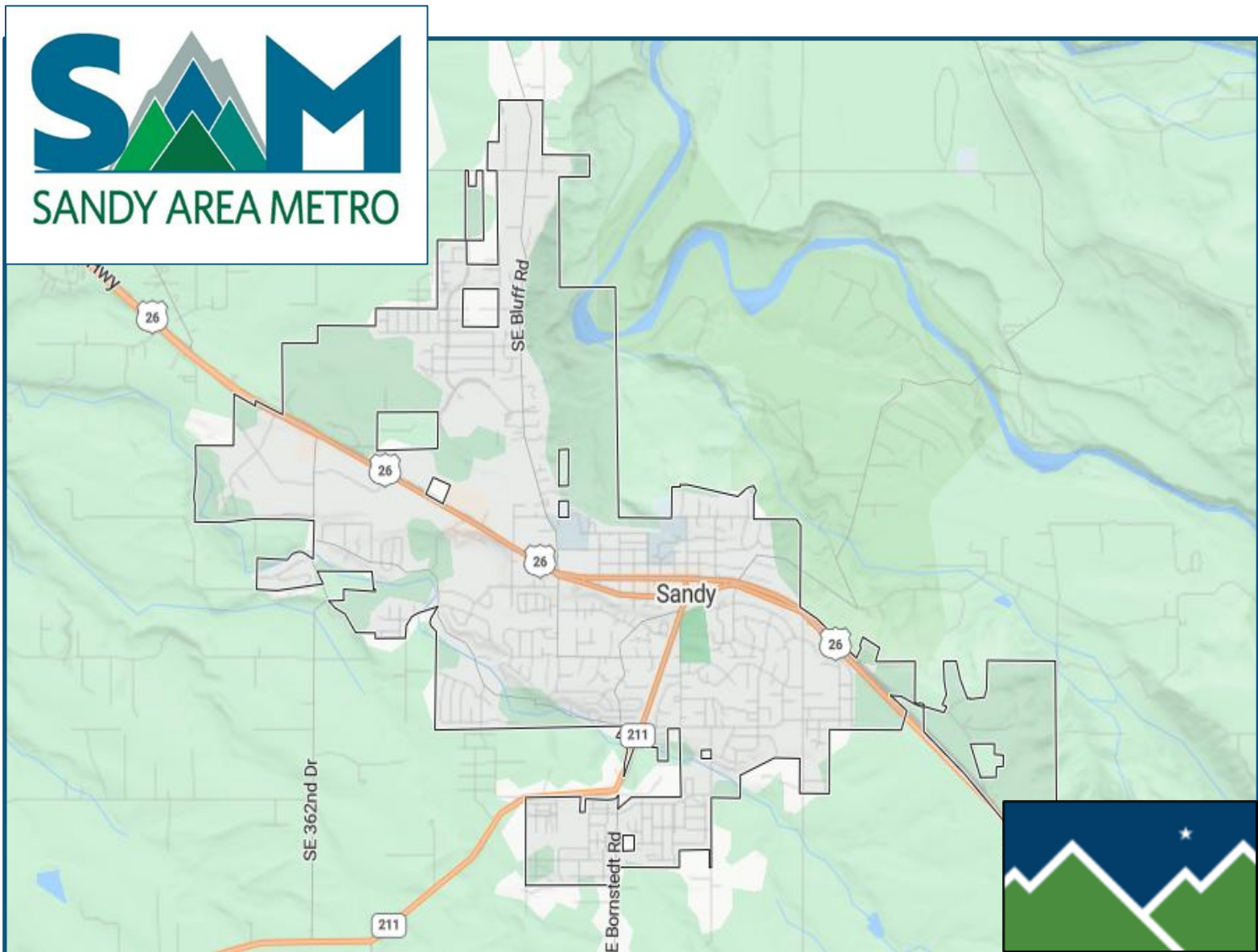
This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

<hr/> City of Sandy [Name], [Title]	<hr/> [Contractor Business Name] [Authorized signer's name], [Title]
--	---

SIGNATURE PAGE - Personal Services Agreement between
Sandy, Oregon and _____



Sandy Area Metro (SAM) Operations

RFP No: SAM2025

February 19, 2025

RTW Management, Inc.
1495 E. 3300 S.
Salt Lake City, UT 84106
Submitted by: George Goates, President



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Section III: Proposal Response

City of Sandy

Request for Proposals

SECTION III

PROPOSAL RESPONSE

Submitted by: RTW Management, Inc.

Address: 1495 E. 3300 S. Salt Lake City, UT 84106

Date: 2/11/2025 Phone number: 801-819-3691

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide **Transit Operations Service for the City of Sandy** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no official or employee of City of Sandy is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its officials or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.



City of Sandy

Request for Proposals

(d) The Vendor certifies that the Vendor has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

☐ Resident Bidder, as defined in ORS 279A.120.

☒ Non-Resident Bidder, Resident State: Utah

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

<u>George Goates</u>	<u>President</u>
Name	Title
<u></u>	<u></u>
Name	Title
<u></u>	<u></u>
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this 17th
day of February, 2025.

RTW Management, Inc.

Name of Firm

George Goates

Signature of Bidder



1. Transmittal Letter

February 12, 2025

Sandy Transit
Andi Howell, Transit Director
16610 Champion Way, Sandy, OR 97055

Subject: Proposal Submission for Sandy Area Metro Operations (RFP No: SAM2025)

Dear Andi Howell,

On behalf of RTW, I am pleased to submit our proposal in response to the Sandy Transit RFP. Sandy Transit plays a vital role in providing accessible, reliable, and efficient transportation solutions to the community. We recognize the importance of this service in ensuring mobility for all, including seniors, individuals with disabilities, and commuters who rely on dependable public transit. RTW is dedicated to delivering solutions that not only meet but exceed expectations through our experienced team, innovative technology, and unwavering commitment to service excellence.

RTW recognizes the scope of services outlined in the RFP, including fixed-route and demand-responsive transit operations, vehicle maintenance, and customer service functions. Our approach is designed to provide a seamless, user-friendly experience for passengers while maintaining cost-effective and sustainable operational practices. We bring extensive industry expertise, a deep understanding of transit operations, and a track record of successfully managing similar projects. By leveraging our capabilities, we will ensure an efficient and well-executed service transition that prioritizes safety, performance, and customer satisfaction.

Why RTW?

RTW is a trusted leader in transit operations, with a strong history of providing high-quality transportation services across various regions. Our success is driven by our ability to tailor solutions to meet the unique needs of each community, integrating advanced technology, data-driven decision-making, and industry best practices. Our commitment to safety, efficiency, and customer-focused service ensures we deliver a transit system that is both reliable and adaptable.

At RTW, we know a smooth transition isn't just about operations—it's about people. We've successfully taken on transit transitions in countless locations, ensuring employees feel valued and passengers experience uninterrupted service. We don't just recognize the importance of retaining experienced drivers, dispatchers, and maintenance staff—we've done it time and time again. Our approach is simple: offer competitive wages and benefits that match or exceed current packages, provide thorough training, and create a workplace where employees want to stay. With a strong management team and a well-planned transition, RTW will make sure the dedicated people behind Sandy Area Metro and Mt. Hood Express are supported, ready, and excited for this next chapter.



Finally, RTW is committed to working with certified DBE's in this engagement. RTW uses DBE's in all of our operations. We will spend over \$5,000 on uniforms with a certified DBE. We will also assertively look for other opportunities to partner with DBEs in this operation.

We confirm our ability to commence service in July 2025 and are fully prepared to meet all RFP requirements within the specified timeframe.

The following individual is the authorized representative for this proposal:

- **George Goates, President**
RTW Management, Inc.
1495 E. 3300 S. Salt Lake City, UT 84106
Phone: 801.819.3691
Email: GGoates@RTWManagement.com

RTW appreciates the opportunity to be considered for this important project, and we look forward to partnering with Sandy Transit to enhance transit services for the community. Please feel free to contact us with any questions or for further clarification. We appreciate your time and consideration and look forward to the next steps in the evaluation process.

Kind regards,



George Goates
President, RTW Management Inc.
801.819.3691
ggoates@RTWmanagement.com



2. Experience

Provide a brief description of the proposer's experience with:

a) Delivering rural transportation services

RTW has a proven track record in delivering rural transportation services, ensuring that communities with diverse geographic and operational challenges receive reliable, efficient, and customer-focused transit solutions.

RTW's Rural Transit Expertise

RTW has successfully operated demand-response and fixed-route transit services in multiple rural regions, ensuring on-time performance, seamless rider experiences, and strong community engagement. Our ability to recruit and retain drivers, deploy innovative scheduling strategies, and optimize service efficiency has led to sustained high service levels and rider satisfaction in rural areas.

Key Rural Transit Projects

1. Casa Grande LINK (Casa Grande, AZ)

- Established a demand-response public transit service for the City of Casa Grande.
- Implemented proactive driver recruitment and retention strategies, ensuring full staffing at service launch and ongoing operational stability.
- Enhanced accessibility and community engagement through direct rider outreach and service adaptability.

2. City of Radford Transit

- Established and is currently running a Deviated Fixed Route service that facilitates the transport of community members in and around Georgia Tech campus.
- Ridership has increased steadily, on-time performance has exceeded expectations, and there have been zero safety incidents.
- Engaged in continuous improvement efforts for this transit system, which has resulted in optimized routes, seasonal adjustments and other operational enhancements.

3. Camarillo Area Transit (Camarillo, CA)

- Managed fixed-route and dial-a-ride services for rural and semi-urban communities.
- Integrated technology-driven scheduling and dispatching systems to improve accessibility.
- Designed a customer service-focused approach to rural mobility solutions.

RTW's Competitive Advantages in Rural Transit

- **Specialized Rural Transit Expertise** – RTW understands the unique challenges of serving rural populations, including low-density areas, long travel distances, and accessibility concerns.
- **Strong Driver Recruitment & Retention** – Our proprietary hiring and training methodologies ensure full staffing, even in regions facing driver shortages.



- **Adaptive Service Models** – RTW customizes route planning, on-demand services, and scheduling approaches to match the geographic and demographic needs of rural communities.
- **Commitment to Safety & Compliance** – RTW upholds strict safety protocols, ADA compliance, and federal/state transit regulations, ensuring reliable and accessible transportation for all passengers.

Through proven expertise, operational efficiency, and an unwavering commitment to service quality, RTW is well-positioned to deliver and enhance rural transportation services for the City of Sandy.

b) Scheduling and dispatching transportation services

RTW excels at taking over transit operations with established dispatch, reporting, and scheduling systems, ensuring seamless continuity. We have extensive experience working with a variety of industry tools and will fully support key systems such as Passio Go for dispatch and data collection and CTS for scheduling. A key part of our strategy is retaining current employees, whose knowledge of these systems will help maintain smooth operations from day one. Beyond maintaining these platforms, RTW actively contributes to continuous improvement efforts, optimizing software performance and operational efficiency. Our expertise allows us to refine workflows, enhance data utilization, and strengthen the agency's technology footprint. With RTW, Sandy Area Metro and Mt. Hood Express will maintain system reliability while gaining a partner committed to future advancements.

1. Integration with City-Provided Technology

RTW will fully integrate with the City of Sandy's existing scheduling and dispatch platforms to ensure accurate, real-time trip management, rider communication, and vehicle tracking.

- **Passio Go – Fixed-Route & Real-Time Dispatch Monitoring**
 - RTW's dispatch team will utilize Passio Go's real-time tracking capabilities to monitor vehicle locations, ensure on-time performance, and adjust routes dynamically.
 - Live GPS monitoring allows for proactive dispatch adjustments, ensuring service continuity and minimal delays.
- **CTS – Demand-Response Scheduling**
 - RTW will configure CTS (Creative Transit Scheduling) software to optimize demand-response and ADA paratransit scheduling.
 - Dispatchers will manage trip reservations, ride requests, and vehicle assignments based on passenger needs and route efficiency.
 - The system will be used to track on-time performance metrics and ensure compliance with ADA service requirements.
- **Hanover – Destination Signs & Passenger Information**
 - RTW will integrate with Hanover digital destination signage, ensuring accurate route and stop information is displayed for riders.
 - Automated route adjustments will be reflected in Hanover displays and Passio Go passenger interfaces, improving rider navigation.
- **FirstNet – Dispatch Radio Communication**



- RTW dispatchers and drivers will communicate using FirstNet’s secure, high-priority radio network, ensuring real-time coordination and emergency response capabilities.
- FirstNet’s priority access ensures uninterrupted communication, even during peak service hours or network congestion events.

2. 24/7 Dispatch Operations & Trip Scheduling

To meet the City’s requirement for full dispatch coverage during all operating hours, RTW will maintain a dedicated dispatch team trained in demand-response trip scheduling, real-time vehicle coordination, and customer service excellence.

- **On-Duty Dispatch Staff Coverage**

- **Weekdays:** Full-time dispatch staff will handle trip scheduling, fixed-route monitoring, and on-demand service coordination during all service hours.
- **Weekends & After-Hours:** A dedicated dispatch supervisor will oversee evening and weekend operations, ensuring continuous rider support.
- **Emergency & Backup Staffing:** RTW will implement on-call coverage for dispatch supervisors, ensuring immediate response capabilities in case of increased service demand or staffing shortages.

- **Passenger Trip Reservations & Scheduling**

- RTW will operate a call center and online reservation system for demand-response and paratransit scheduling.
- Passengers can book trips via phone, web, or mobile interface, with automated trip reminders sent via Passio Go and CTS integration.
- ADA-compliant scheduling protocols will be followed, ensuring on-time service delivery for eligible riders.

3. Performance Monitoring & Continuous Improvement

RTW will track real-time performance metrics and conduct regular service reviews to optimize scheduling efficiency and dispatch response times.

- **Daily On-Time Performance Reviews**

- Dispatchers will generate end-of-day reports using Passio Go and CTS, analyzing route deviations and demand-response trip completion rates.
- RTW will identify service bottlenecks and recommend adjustments to improve route efficiency.

- **Quarterly Technology Optimization Audits**

- RTW will coordinate with City of Sandy transit officials to review software performance, passenger feedback, and dispatch operations for continuous service improvements.
- System updates, dispatcher training, and software refinements will be implemented based on real-time operational data and passenger feedback.



4. Compliance & Service Coordination

RTW will work closely with City of Sandy and Clackamas County officials to ensure dispatch and scheduling operations meet all contractual and regulatory requirements.

1. Data Security & System Maintenance

- RTW will ensure all software and hardware systems remain fully functional, secure, and compliant with City requirements.
- Our IT support team will conduct regular system audits and software updates to maintain seamless integration with City-provided platforms.

2. Joint Operational Meetings with City Officials

- RTW will participate in monthly coordination meetings with City of Sandy and Clackamas County transit teams to review dispatch performance, address scheduling challenges, and enhance passenger service.
- RTW will provide real-time data analytics and ridership trends, helping the City refine service planning based on operational insights.

By integrating Passio Go, CTS, Hanover, and FirstNet into a streamlined, 24/7 dispatch and scheduling operation, RTW will ensure:

- Real-time service tracking & proactive dispatching
- Optimized demand-response scheduling for ADA compliance
- Seamless technology integration & automated trip management
- Data-driven performance monitoring & continuous service improvements

This approach guarantees an efficient, technology-driven, and passenger-focused scheduling and dispatch system, fully aligned with the City of Sandy's transit needs.

c) Knowledge of federal and state requirements, including but not limited to ADA, drug & alcohol use restrictions and data reporting

RTW has extensive experience ensuring full compliance with federal and state regulations, including the Americans with Disabilities Act (ADA), drug and alcohol use restrictions, and data reporting requirements. Our operational framework is designed to meet or exceed all regulatory standards, ensuring safe, accessible, and compliant transit services.

Compliance Expertise

- **ADA Compliance** – RTW strictly adheres to 49 CFR Part 37, ensuring full accessibility for passengers with disabilities. This includes:
 - Driver training in mobility device securement, sensitivity, and passenger assistance.
 - Ensuring vehicles are ADA-compliant with proper lifts, securement areas, and communication systems.
 - Operating paratransit and demand-response services that align with ADA regulations.
- **Drug & Alcohol Use Restrictions** – RTW maintains a comprehensive Drug & Alcohol Testing Policy in full compliance with 49 CFR Part 40 and Part 655, which includes:



- Pre-employment, random, post-accident, and reasonable suspicion testing for safety-sensitive employees.
- Supervisor training to recognize and address substance use concerns.
- **Data Reporting & Regulatory Compliance** – RTW ensures accurate, timely reporting for all federal and state requirements, including:
 - FTA National Transit Database (NTD) reporting on ridership, vehicle performance, and financial data.
 - State-mandated operational reports detailing service metrics and compliance measures.
 - Incident and safety reporting protocols that align with federal and local regulations.

RTW's proven experience, rigorous compliance protocols, and commitment to safety and accessibility ensure that the City of Sandy receives a fully compliant, high-quality transit service that meets all federal and state requirements.

3. Cost Proposal (Attachment A)

City of Sandy

Request for Proposals

SECTION V

ATTACHMENTS

Attachment A City of Sandy SAM COST PROPOSAL

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for SAM Operations for the first year of service during said Contract.

A. Fixed Route and Commuter Service	\$ <u>406,274</u>
B. Paratransit – Special Need Services	\$ <u>1,398,471</u>

Cost per revenue hour \$ 77.19 based on 23,380 annual revenue hours.

Total cost per year \$ 1,804,745.

Clackamas County MHX COST PROPOSAL

Based upon the estimated figures provided in Section 1.3 and Appendix B, indicate the proposed costs for MHX Operations for the first year of service during said Contract.

C. Fixed Route and Commuter Service	\$ <u>937,035</u>
-------------------------------------	-------------------

Cost per revenue hour \$ 89.57 based on 10,461 annual revenue hours.

Total cost per year \$ 937,035.

RTW Management Inc.
Company Name

1495 E. 3300 S.
Address

1495 E. 3300 S. Salt Lake City, UT 84106
City, State, Zip

801.819.3691
Phone


Signature of Authorized Official

George Goates, President
Name, Title of Authorized Official
(print or type)


2-18-2025
Date




4. References

At least three references with name of contact person, organization, telephone number, description and dates of service indicating proposer's experience providing similar services.

RTW has a proven track record of delivering high-quality transit operations services, backed by strong relationships with clients who can attest to our capabilities. In support of this proposal, we provide three references that demonstrate our experience in managing and operating similar services. Each reference includes the name of a contact person, their organization, telephone number, and a description of the services provided along with the relevant dates of service. These references highlight RTW's expertise in transit operations, commitment to service excellence, and ability to meet the needs of our partners.



City of Casa Grande



Casa Grande wanted to start an on-demand van service from scratch. They put the project out to RFP with all of the major players bidding. Two were selected for interviews. RTW was ultimately chosen because of their innovative approach, ability to staff effectively, and their outstanding customer reviews. Through innovative staffing and our extensive experience, we were able to boost ridership from zero to over **30,000 passenger trips** within the first few months. The service quickly earned an **average rating of 4.9/5 stars**, reflecting the community's satisfaction. Additionally, RTW maintained an **on-time performance rate of 96%**, providing the reliability that Casa Grande residents required.

Key Data:

Contract Term:	September 2023- Present
Contract Value:	\$3,100,000
Type of Service:	Demand Response
Buses:	4
Employees:	11
Revenue Hours:	9,500
Annual Ridership:	Projected 40,000

Contact Information:

Deb Brunner
Transit Manager
510 E. Florence Blvd,
City of Casa Grande, AZ 85122
E: Deborah_brunner@casagrandeaz.gov
P: (520) 509-6903



City of Radford Transit

RTW manages the city busing for the City of Radford which includes the Campus of Radford University. Our scheduled service varies seasonally based on the University calendar. RTW has been able to work with the university and the city to optimize the routes and receive grants to increase service in employment centers linking the city of Radford to Georgia Tech campus which will create economic development and reduce traffic congestion.



Contact Information:

Melissa A. Skelton
City of Radford Community
Developer/Transit Coordinator

10 Robertson St.
Radford, VA 24141

Melissa.Skelton@radfordva.gov
(540)267-3188

Key Data:

Contract Term:	July 2022- Present
Contract Value:	\$17,385,000
Type of Service:	Deviated Fixed Route
Employees:	41
Annual Ridership:	181,000



City of Camarillo

Camarillo had a long-standing relationship with a local transit provider. In 2024, the contract went out to bid. The evaluation committee was intrigued by RTW Management's dynamic hiring processes and successful track record. RTW was recommended to the City Council for award. Because of the long-standing relationship of the incumbent operator, the City Council asked the evaluation committee to do addition review on their decision. RTW got rave reviews from their customers and even though the other two bidders offered a lower price, the City Council voted unanimously to award RTW the contract.



Contact Information:

Lydia Salas
Transit Manager
(805) 388-5341
lsalas@cityofcamarillo.org

Key Data:

Contract Term:	July 2024 – June 2028
Contract Value:	\$10,239,621
Type of Service:	On-demand, dial-a-ride
Buses:	22
Employees:	31
Annual Hours:	24,432



5. Approach

RTW recognizes the importance of seamless service coordination between Sandy Area Metro (SAM) and Clackamas County's Mt. Hood Express (MHX). Our approach ensures operational alignment, efficiency gains, and compliance with the City's requirement for distinct cost allocations and service models while maximizing shared resources.

1. Operational Integration & Efficiency Gains

To optimize service delivery, RTW will implement the following strategies:

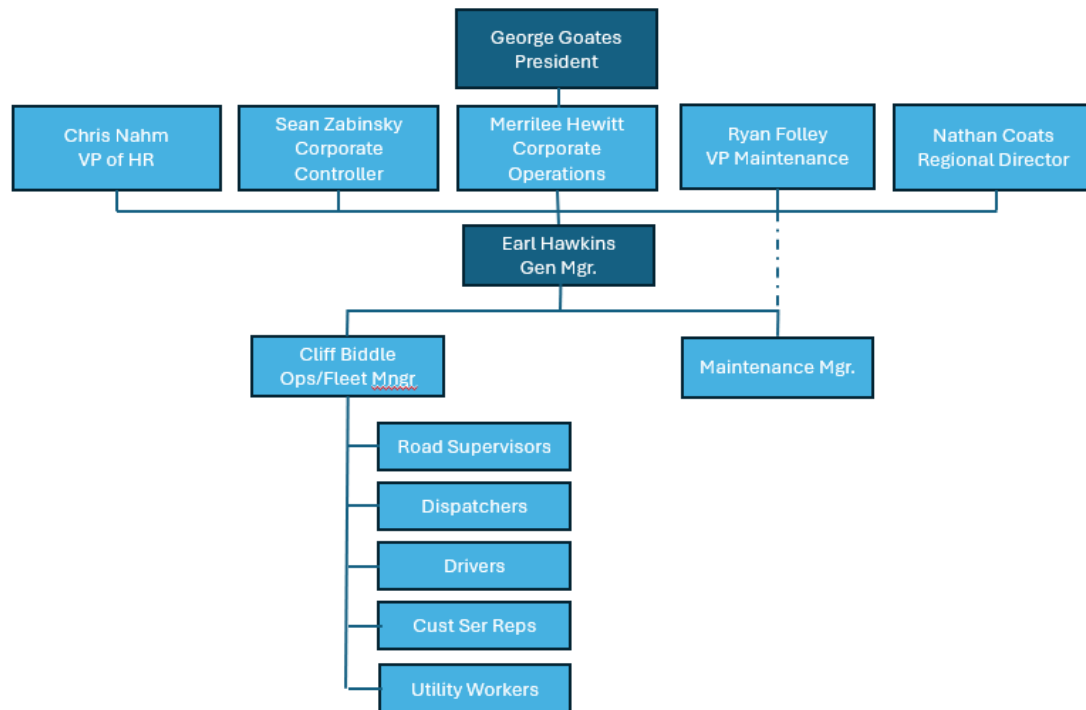
- **Unified Dispatch & Scheduling Coordination:** RTW will centralize dispatch operations for both SAM and MHX services using City-provided software (Passio Go, CTS), ensuring efficient resource allocation and minimized deadhead mileage.
- **Driver & Fleet Resource Optimization:** We will maintain a shared pool of cross-trained drivers qualified to operate both SAM and MHX routes, allowing for flexible workforce deployment and coverage during peak demand.
- **Coordinated Service Adjustments:** RTW will collaborate with both agencies to align route schedules where feasible, ensuring seamless connections for riders transferring between SAM and MHX services without unnecessary delays.

2. Organizational Structure and Proposed Team

RTW's management structure is designed to ensure a seamless, well-supported transit operation with strong local leadership backed by an expert headquarters team. At the core of our approach is an on-site General Manager and a Fleet/Operations Manager, both dedicated to overseeing day-to-day service



while maintaining close coordination with Sandy Area Metro and Mt. Hood Express leadership. These



local leaders will be fully supported by a robust headquarters team, including a dedicated Trainer to maintain high service standards, an ADA Specialist to ensure full accessibility compliance, a Technologist (our Controller, Sean) to oversee financial and technology integration, and an HR Specialist who will play a critical role during the transition, ensuring a smooth onboarding process for retained and new employees. In addition, RTW's leadership team provides hands-on oversight, leveraging our experience in successfully mobilizing and operating transit services in communities across the country. This structured yet adaptable approach ensures that RTW is prepared to provide a reliable, well-coordinated transit operation while continuously improving service quality and technology infrastructure.

On-site Team

As we discussed elsewhere, we are fully committed to retaining Drivers, Dispatchers and other key members of the current team. While the RFP is not as specific about the Operations/Fleet Manager and the General Manager, we are also amenable to retaining these individuals if SAM would like us to and if we can reach mutually agreeable terms and conditions. We are also prepared to bring in our a new General Manager, and our candidate for this role is listed below.

Earl Hawkins, General Manager: Earl brings over 20 years of experience in transit and on demand operations management to his role as Operations Manager for the SAM engagement. His extensive expertise will guide the project through start-up and beyond, ensuring seamless integration and operational efficiency. Earl will work closely with SAM leadership to consult on service options and implement innovative solutions that align with community needs. He oversees all hiring, ensuring a well-trained team, and provides tailored reporting to SAM in the format



and frequency you require. His hands-on leadership and operational excellence will ensure the success and continuous improvement of the SAM's fixed and on-demand transit services.

Highlights of Earl's experience include:

- Operations Manager for multiple microtransit and demand-response services, including overseeing the successful implementation of transit services for Casa Grande and other rural areas.
- Led operations for projects like Twin Transit and Dallas Love Field, ensuring high-quality service delivery and operational efficiency.
- Specialist in optimizing hiring and workforce management, consistently staffing qualified personnel to meet fluctuating demand while maintaining service quality.
- Expert in integrating technology with daily operations, ensuring seamless coordination between operational management and customer service through advanced platforms like Passio Go and CTS.

Cliff Biddle, Operations/Fleet Manager: Cliff is a seasoned transportation professional with over 20 years of experience in commercial vehicle operations, safety compliance, and driver training. He has managed transit and trucking operations at multiple companies, overseeing fleet safety, regulatory compliance, and driver supervision. Clifford holds a CDL Class A and B with Passenger Endorsement, a Commercial Instructor Certification, and is a Certified Smith Systems Trainer. His expertise includes monitoring FMCSA compliance, utilizing fleet management tools like Samsara, and implementing safety programs to improve operational efficiency. His background in supervising transit drivers and managing fleet maintenance makes him well-suited for the SAM transit system. Among his strongest qualifications are the following:



- **Transit Operations Leadership:** Managed transit services, supervised drivers, and coordinated fleet maintenance.
- **Safety & Compliance Expertise:** Monitored FMCSA compliance, conducted safety training, and implemented policies to improve operational safety.
- **Fleet Management:** Experience using Samsara and Tenstreet for compliance tracking, vehicle monitoring, and performance evaluation.
- **Regulatory Knowledge:** Maintains compliance with federal, state, and local transit regulations, ensuring safe and efficient service operations.
- **Problem-Solving & Communication:** Led driver safety meetings, resolved service complaints, and worked with agencies to maintain high operational standards.

With his strong operational management background, commitment to safety, and hands-on leadership style, Clifford is well-equipped to oversee and enhance SAM transit system operations.

Home-Office Support

Our approach is built on a foundation of excellence, responsiveness, and deep community engagement, qualities that have defined our operations since our inception in 1999 for the Salt Lake City Winter Olympics. Our commitment to personalized service, operational efficiency, and customer satisfaction has been recognized in various cities, counties, and transit agencies, including our critical role in emergency evacuation services during Hurricanes Katrina and Rita.



George Goates, as President of RTW, brings a comprehensive background in operational improvement and finance, ensuring the highest standards of contract management. George's leadership will be instrumental in overseeing all aspects of the contract with SAM, with a commitment to attending quarterly meetings with the managers from the City of Sandy, SAM, Clackamas County and the Mt. Hood Express to ensure safety, timeliness, customer service, and courtesy are consistently upheld.



Merrilee Hewitt, serving as Chief Operations Officer, has developed a vast knowledge and complete understanding of transit operations over 20 years, beginning her career as a driver for Park City Transit. Merrilee's certifications and hands-on experience make her a key asset in ensuring operational safety and efficiency, reflecting our commitment to quality service in every aspect of SAM's transit operations.



Chris Nahm, Vice President of Human Resources, brings a diverse background in HR management and operations, ensuring the effective administration of employee benefits, talent acquisition, and pre-hire tasks. Chris's role is crucial in supporting our existing transit teams, fostering a work environment that attracts and retains top talent to serve the SAM community.



Sean Zabinsky, our Controller, contributes a strong understanding of finance, internal controls, technology platforms, reporting and accounting standards. With a Master's of Accounting from the University of Utah and significant experience at BDO, Sean's expertise will be pivotal in maintaining financial integrity and reporting accuracy throughout our operations for SAM.



Nathan Coats is an experienced transit operations leader with a strong background in safety management, workforce training, and regulatory compliance. With over 20 years in transit leadership roles, he has successfully overseen large-scale transit operations, ensuring safety and efficiency while managing budgets and personnel. As a former Driver Development & Safety Manager and General Manager at multiple agencies, Nathan has implemented strategic safety programs, reduced accident rates, and developed training initiatives that enhanced operational performance. His expertise in risk mitigation, compliance with DOT regulations, and fostering a strong safety culture makes him a highly effective Regional Safety Manager.



Ryan Folley is an accomplished fleet maintenance leader with over 22 years of experience in transit and equipment maintenance, including 11 years in fleet management. He has successfully overseen large-scale fleet operations, managed multi-million-dollar budgets, and improved maintenance efficiency through data-driven strategies. As a former General Manager of Fleet & Facility Maintenance, he reduced road calls by 73%, implemented OSHA compliance programs, and developed internal training that cut outsourced repairs by 70%. An ASE-Certified Master Bus Technician, Ryan combines hands-on expertise with leadership skills, making him the ideal choice to drive RTW's corporate maintenance program forward.

3. Cost Separation & Financial Oversight

RTW will ensure strict financial tracking and compliance by:

- Maintaining Separate Billing & Invoicing Structures for SAM and MHX to ensure financial transparency and adherence to contract requirements.
- Allocating Costs by Revenue Hours & Service Type, ensuring that each agency is charged appropriately for its respective operations.
- Regular Financial & Performance Reporting, with monthly cost breakdowns for each service, submitted in compliance with City and County oversight requirements.



4. Shared Operations & Reporting Compliance

To meet the City's goal of service efficiency while maintaining distinct agency oversight, RTW will:

- Implement a Shared Performance Dashboard for real-time tracking of service metrics (on-time performance, ridership, vehicle utilization) for both agencies.
- Standardize Training & Safety Protocols to ensure consistency across SAM and MHX services, improving operational cohesion and customer experience.
- Facilitate Joint Stakeholder Meetings with City of Sandy and Clackamas County transit officials to review operational performance, identify service improvement opportunities, and ensure contractual compliance.

By integrating these strategies, RTW will deliver a cost-efficient, well-coordinated, and high-performing transit service for both Sandy Area Metro and Mt. Hood Express while ensuring full compliance with the RFP's cost separation and reporting requirements.

a) Experience and approach to scheduling and dispatching demand-response service;

RTW has extensive experience in scheduling and dispatching demand-response services, ensuring efficient, reliable, and accessible transportation for rural and urban communities. Our approach combines advanced technology, proactive driver management, and real-time service adjustments to optimize operations and enhance the passenger experience.

Experience in Demand-Response Scheduling & Dispatching

RTW has successfully operated demand-response and paratransit services, providing flexible, rider-focused solutions tailored to the unique needs of each community. Our experience includes:

- Coordinating on-demand, same-day, and advance reservation services for passengers with diverse mobility needs.
- Balancing efficiency and service quality by optimizing schedules to reduce wait times and improve ride availability.
- Ensuring ADA compliance by training dispatchers and drivers in proper trip assignments, passenger assistance, and accessibility accommodations.

ADA Compliance & Passenger Accessibility

RTW is committed to ensuring full compliance with the Americans with Disabilities Act (ADA) and providing a safe, accessible, and seamless transit experience for all passengers. Our approach integrates ADA-compliant scheduling, driver mobility assistance training, and real-time performance monitoring to ensure every passenger receives the highest level of service.

1. ADA Trip Scheduling & Compliance

RTW will ensure that ADA paratransit trips are scheduled, assigned, and completed in full compliance with federal ADA regulations and the City's requirements. Our scheduling process includes:

- **Trip Availability**
 - RTW will provide next-day ADA paratransit service as required by law, ensuring passengers have timely access to transit.



- Dispatchers will prioritize ADA trip requests, ensuring no eligible passenger is denied service.
- **Scheduling System Integration (CTS & Passio Go)**
 - RTW will utilize CTS scheduling software to properly log paratransit requests, trip confirmations, and scheduled vehicle assignments.
 - Dispatchers will monitor real-time ADA trip completion rates in Passio Go, ensuring compliance with the City's service expectations.
- **Ride Time & On-Time Performance Monitoring**
 - ADA paratransit trips will be monitored for on-time performance, ensuring riders do not experience excessive wait times beyond ADA-mandated thresholds.
 - RTW dispatchers will track scheduled vs. actual arrival times, ensuring at least 95% on-time trip completion as the City requires.

2. Mobility Assistance & Passenger Sensitivity Training

All RTW drivers will undergo specialized ADA and mobility assistance training to ensure they can effectively assist riders with disabilities. Our training program includes:

- **Wheelchair Securement & Passenger Assistance (6 hours)**
 - Hands-on training in proper wheelchair lift operation, securement techniques, and ADA-compliant boarding procedures.
 - Ensuring **smooth, dignified assistance** for passengers using mobility devices.
- **Passenger Sensitivity & Communication (4 hours)**
 - Understanding the unique needs of passengers with disabilities, seniors, and individuals with visual or hearing impairments.
 - Best practices for clear communication, assisting passengers with service animals and handling medical emergencies.
- **Emergency Preparedness & ADA Evacuations (4 hours)**
 - Simulated emergency evacuations to ensure drivers can safely assist disabled passengers in case of an accident or breakdown.
 - Training in FirstNet emergency communications for immediate dispatch support during ADA-specific incidents.
- **Annual ADA Refresher Training**
 - RTW will conduct mandatory annual training for all operators and dispatchers to ensure ongoing compliance with ADA standards.

3. Tracking & Reporting ADA Trip Performance

RTW will track and report all ADA-related trip metrics in full compliance with FTA and City of Sandy transit reporting requirements.

- **Automated ADA Trip Performance Reports**
 - ADA ride requests, completed trips, missed trips, and on-time performance will be logged in CTS and Passio Go.
 - Monthly reports will be submitted to the City, detailing:
 - Total ADA trip volume
 - Percentage of on-time ADA trips
 - Denied or missed trip percentages
 - Average wait times for ADA riders
- **ADA Complaint Tracking & Resolution**



- RTW will maintain a dedicated ADA complaint resolution system, ensuring that any passenger concerns are logged and addressed within 48 hours.
- Monthly ADA compliance audits will identify service gaps and corrective actions to improve accessibility.
- **Quarterly ADA Compliance Meetings**
 - RTW will participate in quarterly reviews with City transit officials to ensure ADA service expectations are met.
 - Continuous service improvements will be implemented based on rider feedback and performance data analysis.

By implementing structured trip scheduling, in-depth mobility assistance training, and real-time performance tracking, RTW ensures:

- Full compliance with ADA paratransit service requirements
- Driver expertise in assisting passengers with disabilities
- High on-time performance for ADA riders
- Accurate tracking and reporting of ADA trip completion rates

RTW is committed to delivering an accessible, inclusive, and rider-focused transit experience for all passengers in Sandy Area Metro and Mt. Hood Express services.

4. Approach to Scheduling & Dispatching

- **Technology-Driven Dispatching** – RTW utilizes real-time scheduling software to manage trip requests, optimize vehicle assignments, and dynamically adjust routes based on demand.
- **Proactive Communication & Coordination** – Dispatchers maintain constant communication with drivers to monitor trip status, address delays, and reroute vehicles as needed.
- **Demand-Based Optimization** – RTW analyzes historical trip data to identify peak demand periods, improve response times, and ensure efficient vehicle deployment.
- **Adaptive Service Strategies** – Our team continuously adjusts schedules and dispatching protocols to accommodate changing passenger needs and service conditions.

Through proven methodologies, data-driven decision-making, and a commitment to service excellence, RTW ensures the City of Sandy receives a highly efficient and responsive demand-response transit solution.

b) Description of driver hiring and training program, supervision and performance monitoring; ability to hire and retain additional drivers as needed;

RTW has a proven recruitment, training, and retention strategy that ensures a fully staffed, highly trained, and customer-focused workforce. Our approach emphasizes efficient hiring, rigorous training, strong supervision, and continuous performance monitoring to maintain a high standard of service reliability and safety.

Driver Hiring & Retention

RTW ensures a smooth and efficient transition of drivers from the current contractor to our operations by following industry best practices for workforce integration. Our approach prioritizes continuity of service, driver retention, and clear communication to minimize disruptions and maintain operational excellence.



RTW begins by engaging with current drivers early in the transition process, providing clear information on employment opportunities, compensation, benefits, and training programs. We conduct structured onboarding sessions that include safety training, customer service expectations, and familiarity with RTW's operational standards. Our leadership team works hands-on with transitioning drivers, offering one-on-one support and performance check-ins to reinforce expectations and ensure alignment with RTW's service model.

By fostering a positive work environment and maintaining competitive wages and benefits, RTW successfully retains experienced personnel while setting a strong foundation for improved transit operations under the new contract.

When hiring new drivers is required, RTW has developed a proactive hiring model that ensures transit services remain fully staffed, even in competitive labor markets. Our recruitment strategies include:

- Direct outreach to CDL and non-CDL candidates through proprietary databases, job fairs, and community partnerships.
- Accelerated application processing, ensuring candidates are contacted within minutes of applying to secure top talent.
- Ongoing recruitment pipeline, maintaining a pool of pre-qualified drivers ready for rapid onboarding.
- CDL training programs, allowing RTW to develop new drivers internally and expand the hiring pool.

Comprehensive Driver Training Program

RTW is committed to delivering a structured, compliance-driven driver training program to ensure safe, professional, and high-quality transit service for Sandy Area Metro (SAM) and Mt. Hood Express (MHX). Our program meets Federal Transit Administration (FTA) safety regulations and aligns with the City's required training topics.

1. Training Curriculum & Hour Breakdown

RTW's training program is structured to cover all essential driver competencies through a mix of classroom instruction, hands-on practice, and field evaluations.

Training Topic	Training Hours	Description
Defensive Driving (Smith System)	8 hours	RTW uses the Smith System defensive driving program, emphasizing hazard awareness, collision avoidance, and fuel-efficient driving techniques.
Passenger Sensitivity & Customer Service	6 hours	Drivers receive hands-on training in assisting elderly and disabled passengers , including sensitivity training for ADA riders.
ADA Compliance & Passenger Assistance	6 hours	Covers wheelchair securement, paratransit procedures, and ADA service standards , ensuring full accessibility compliance.
Emergency Procedures & Crisis Response	8 hours	Simulated exercises for fire, medical emergencies, vehicle evacuations, and security threats , ensuring drivers can respond to critical incidents.



Training Topic	Training Hours	Description
First Aid & CPR Certification	4 hours	All drivers receive CPR and basic first aid training to handle medical situations until emergency responders arrive.
Radio & Dispatch Communications (FirstNet)	4 hours	Training on using FirstNet radio communications , ensuring rapid coordination with dispatch and emergency services.
City-Specific Systems & Technology	6 hours	Covers Passio Go (fixed-route tracking) , CTS (demand-response scheduling) , and Hanover (destination signs) to ensure drivers are proficient in transit technology.

2. Emergency Scenario Response Plans

RTW incorporates real-world emergency drills to prepare drivers for unexpected incidents. Training covers:

- **Medical Emergencies:** Drivers follow FTA-mandated protocols for passenger distress, seizures, and non-responsive riders, coordinating with dispatch and 911.
- **Vehicle Fires & Mechanical Failures:** Safe evacuation drills, fire extinguisher usage, and reporting procedures.
- **Security Threats & Suspicious Activity:** Training in **suspicious package identification, unruly passengers, and active threat response.**
- **Inclement Weather Driving:** Guidance for navigating **snow, ice, and low-visibility conditions, with simulated winter driving drills.**

Drivers participate in **bi-annual refresher courses** to maintain proficiency in emergency response.

3. Compliance with FTA Safety Regulations

RTW ensures full compliance with FTA, ADA, and DOT safety standards through:

- Annual safety audits to verify driver performance, vehicle safety, and compliance with transit laws.
- FTA-required Drug & Alcohol Testing following 49 CFR Part 655 for all safety-sensitive positions.
- Ongoing performance monitoring, including ride-alongs, surprise safety inspections, and real-time behavior tracking.
- Regular coordination with City transit officials to update training materials based on regulatory changes and service needs.

4. Continuous Improvement & Driver Development

RTW's driver training goes beyond initial certification to promote long-term driver development and safety culture. Key strategies include:

- Monthly safety meetings to review incidents, discuss best practices and reinforce policies.
- Quarterly refresher courses on defensive driving, passenger assistance, and emergency procedures.
- Recognition programs for outstanding safety performance, including bonuses for accident-free service records.



By implementing a rigorous training curriculum, real-world emergency response drills, and ongoing safety monitoring, RTW ensures all drivers meet the highest standards of professionalism, safety, and customer service.

This comprehensive training plan guarantees:

- Compliance with all City-mandated training requirements
- Proactive emergency response readiness
- Strict adherence to FTA, ADA, and DOT safety regulations Consistent high-quality service for Sandy Area Metro riders

RTW's commitment to ongoing driver development and safety excellence ensures safe, reliable, and accessible transit service for the City of Sandy.

Supervision & Performance Monitoring

RTW enforces strict performance monitoring protocols to ensure service quality and compliance:

- Road Supervisors conduct on-the-road evaluations to assess driving behavior, passenger interactions, and policy adherence.
- Automated performance tracking through vehicle telematics and real-time monitoring systems.
- Regular driver evaluations and coaching to reinforce best practices and address performance concerns proactively.
- Recognition and incentive programs to reward top-performing drivers and encourage long-term retention.

RTW's proven hiring, training, and supervision strategies ensure the City of Sandy receives a fully staffed, well-trained, and highly professional transit workforce, capable of adapting to service growth and evolving operational needs.

Employee Retention, Wages & Benefits Plan

RTW understands the importance of retaining experienced transit staff and is committed to ensuring continuity of service by maintaining competitive wages, benefits, and staffing levels that meet the City's requirements. Our plan includes wage preservation, structured pay increases, and strategies for workforce stability.

1. Retaining Existing Employees & Compensation Packages

To align with RFP requirements (Page 24-25), RTW will retain current SAM employees, ensuring that:

- All existing drivers and dispatchers are offered continued employment at their current wages and benefits.
- No reductions in base pay, healthcare coverage, or other benefits will occur as part of the transition.
- Employees will have the opportunity to maintain their seniority status, ensuring fairness in scheduling, route assignments, and tenure-based benefits.

2. Competitive Wages & Structured Increases



RTW is committed to offering a stable, competitive compensation structure that supports employee retention. This includes:

- **Annual Step Raises:** Wages will follow a progressive step increase model, rewarding tenure and performance.
- **Cost-of-Living Adjustments (COLA):** Employees will receive annual COLA adjustments in alignment with industry trends and inflationary factors.
- **Longevity Incentives:** Employees with longer service tenure may be eligible for performance-based bonuses and additional paid time off (PTO) accrual.

3. Maintaining Full-Time Staffing Levels & Workforce Stability

RTW recognizes that at least two-thirds (2/3) of the workforce must be full-time employees as per the RFP's staffing requirements. To ensure compliance, RTW will:

- Retain all current full-time employees and maintain a full-time employment ratio of 66% or higher.
- Offer full-time conversion opportunities to part-time employees seeking increased hours, ensuring job security and workforce consistency.
- Implement a proactive recruitment pipeline to fill vacancies immediately, minimizing service disruptions.
- Enhance employee engagement initiatives, including structured training, safety programs, and driver appreciation incentives, to promote long-term retention.

4. Workforce Transition & Communication Strategy

RTW will ensure a seamless transition for current employees by:

- Conducting direct one-on-one meetings with all transitioning staff to confirm continued employment terms and benefits.
- Holding workforce information sessions to address concerns and provide clarity on RTW's operational approach.
- Providing early contract transition offer letters, ensuring job security well before the official start date.

Commitment to Workforce Continuity through a Comprehensive Benefits Package

RTW offers a comprehensive benefits package designed to support employees' well-being and long-term financial security. Full-time employees accrue 7.33 hours of sick leave per month, ensuring they have the flexibility to address health needs. In addition, personal leave increases with tenure, starting at 5 days after one year, 10 days after three years, and 15 days after seven years of service. Employees receive six paid holidays annually, along with a competitive health benefits package that provides essential medical coverage. To support retirement planning, RTW contributes 4% to an employer-sponsored retirement plan, helping employees build long-term financial stability. Finally, we are fully committed to our employees and would never use work schedules to avoid paying full-time benefits. We commit to maintaining at least two-thirds of staffing as full-time positions.

By maintaining current wages, offering structured pay increases, and ensuring full-time workforce stability, RTW will preserve institutional knowledge, retain experienced staff, and deliver uninterrupted service to the City of Sandy. Our approach reinforces our commitment to employee well-being and long-term operational success.



c) Description of what measures will be taken to serve riders with disabilities including physical, developmental, visual and hearing disabilities;

RTW is committed to ensuring that all passengers, including those with physical, developmental, visual, and hearing disabilities, have safe, reliable, and fully accessible transit services. Our approach complies with ADA regulations (49 CFR Part 37) and prioritizes dignity, independence, and equal access for all riders.

Ensuring Accessibility in Operations

- **Operation & Maintenance of ADA-Compliant Vehicles** – The City of Sandy provides the fleet, and RTW will:
 - Conduct pre-and post-trip inspections to verify that wheelchair lifts, ramps, and securement systems are fully operational.
 - Perform routine preventive maintenance and immediately address any accessibility-related repairs to minimize downtime.
 - Maintain real-time reporting on vehicle accessibility issues and ensure swift corrective actions to uphold service reliability.
- **Driver Training in Accessibility & Sensitivity**
 - **ADA & Passenger Assistance Training** – Drivers receive hands-on instruction in assisting riders with mobility devices, securement procedures, and proper boarding techniques.
 - **Sensitivity & Communication Training** – RTW trains drivers to effectively communicate with passengers with cognitive, visual, or hearing impairments, ensuring a respectful and supportive transit experience.
 - **Emergency Preparedness** – All operators are trained in handling medical emergencies, evacuations, and assisting passengers with disabilities in emergency situations.
- **Enhanced Communication & Support for Riders**
 - **Onboard audio and visual announcements** provide accessible stop and route information for passengers with hearing or vision impairments.
 - **Relay and text-based communication options** allow passengers who are deaf or hard of hearing to schedule and confirm trips easily.
 - **Driver assistance protocols** ensure that passengers who need additional boarding time or accommodations receive appropriate support.
- **ADA-Compliant Demand-Response & Paratransit Services**
 - **Curb-to-curb and door-to-door assistance** is available upon request.
 - **Flexible scheduling and trip adjustments** ensure riders with disabilities receive timely, accommodating service.
 - **Real-time trip updates** inform riders of vehicle arrival times, reducing uncertainty and improving convenience.

RTW's proactive approach to accessibility, well-trained personnel, and commitment to ADA compliance ensure that the City of Sandy's transit system provides a seamless, dignified, and inclusive travel experience for all passengers.



d) Description of knowledge of federal and state requirements including but not limited to ADA, drug & alcohol use restrictions, driver testing and data reporting;

RTW has extensive experience ensuring full compliance with federal and state regulations, including the Americans with Disabilities Act (ADA), drug and alcohol use restrictions, driver testing, and data reporting requirements. Our commitment to regulatory adherence ensures safe, accessible, and legally compliant operations that meet all FTA and Oregon state transit standards.

ADA Compliance & Accessibility

RTW operates in full compliance with 49 CFR Part 37, ensuring transit services are fully accessible to individuals with disabilities. Our approach includes:

- ADA-compliant vehicles with wheelchair lifts, ramps, and securement areas (maintained per contract requirements).
- Driver training in passenger assistance, mobility device securement, and ADA best practices.
- Service availability and trip scheduling designed to accommodate riders with disabilities, ensuring equal access to transportation.

Drug & Alcohol Compliance

RTW enforces a strict Drug & Alcohol Testing Policy in accordance with 49 CFR Part 40 and 49 CFR Part 655, which governs substance testing for safety-sensitive employees. Our program includes:

- Pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing.
- Use of a certified testing provider to ensure all screenings meet federal and state standards.
- Supervisor training to identify signs of substance misuse and respond appropriately.
- Documentation and reporting compliance to satisfy FTA and state audit requirements.

Driver Testing & Certification

RTW implements rigorous driver screening and qualification processes that align with FTA and state transit regulations, including:

- Background checks, driving history reviews, and employment verification to ensure safe and qualified operators.
- CDL verification and training compliance with transit service requirements.
- Ongoing skills assessments and safety training to reinforce best practices.

Data Collection & Regulatory Reporting

RTW ensures accurate, timely, and compliant reporting to federal and state agencies, including:

- FTA National Transit Database (NTD) reporting for ridership, vehicle performance, and financial data.
- State-mandated operational reports, ensuring transparency and adherence to service agreements.
- Accident and incident reporting protocols, meeting regulatory standards for public safety and compliance.

RTW's comprehensive regulatory expertise, proactive compliance measures, and commitment to safety and accessibility ensure that the City of Sandy's transit services meet all federal and state requirements while maintaining a high standard of service delivery.



e) Methods used to ensure service is responsive to needs of customers;

RTW is committed to proactive, data-driven, and customer-focused service delivery to ensure transit operations remain responsive, adaptable, and aligned with passenger needs. Through real-time feedback tools, advanced analytics, and customer engagement initiatives, RTW continuously monitors and enhances service quality.

Customer-Centered Service Strategies

Real-Time Passenger Feedback & Complaint Resolution

- RTW integrates Tidio customer satisfaction software, allowing passengers to provide feedback through:
 - QR codes on buses for immediate input.
 - A dedicated complaint portal accessible via mobile and web.
 - In-bus comment cards and drop boxes for written feedback.
- Feedback is categorized, logged, and analyzed to identify trends and inform service improvements.
- Supervisors are trained in empathetic complaint resolution, ensuring issues are addressed professionally and promptly.



Data-Driven Performance Monitoring & Adjustments

- RTW utilizes **Tidio's analytics dashboard** to track:
 - Common service issues and recurring passenger concerns.
 - Customer satisfaction trends and response effectiveness.
 - Operational performance, including on-time service rates.
- Monthly reports provide insights for continuous improvement, ensuring RTW remains adaptable to passenger needs.

Driver Training in Customer Service Excellence

- RTW trains drivers and supervisors in empathetic passenger interactions, de-escalation techniques, and complaint handling.
- Focus on customer-first service transforms complaints into opportunities for positive engagement.
- Senior leadership, including RTW's President, personally reviews customer feedback and escalated complaints during the contract's initial months to establish strong community trust.

Proactive Passenger Communication & Service Alerts

RTW ensures timely and effective communication with passengers through a combination of real-time notifications, automated alerts, and direct customer engagement tools. This approach enhances transparency, minimizes disruptions, and keeps riders informed about service conditions.

RTW's Commitment to Responsive Service

Through proactive customer engagement, real-time service monitoring, and advanced feedback tools, RTW ensures the City of Sandy's transit system remains responsive, customer-focused, and continuously improving.



- f) *Ability to maintain and update provided software and equipment, troubleshooting issues with hardware and software (including but not limited to radios, dispatch software programs, tablets, ADA stop indicators video equipment, and destination signs).*

RTW Management Inc. has extensive experience in maintaining and troubleshooting transit technology systems, dispatch software, and onboard equipment to ensure seamless operations, minimal downtime, and compliance with City of Sandy requirements. Our dedicated technical support team, preventative maintenance program, and rapid-response repair system ensure all critical systems function reliably.

Maintenance of Provided Software and Equipment

The City of Sandy provides a comprehensive set of hardware and software tools essential for daily transit operations, including:

- Passio Go (dispatch software, onboard mobile data terminals (MDTs), stop indicators, automated announcements).
- CTS (scheduling software for dial-a-ride and medical rides, including dispatch MDTs).
- Hanover (destination signs).
- FirstNet (dispatch and radio communications).
- MPWeb (maintenance tracking software).
- Apollo, Safety Vision, Safe Fleet (video monitoring and security systems).

Under the leadership of our Controller, Sean Zabinsky, we will maintain these systems and, over time, make recommendations for improvement and/or substitution. Our approach, which employs the use of outside resources if necessary, has proven efficient and effective in other engagements where we have been asked to maintain and monitor legacy systems already in place.

Proactive Maintenance and Rapid Issue Resolution

Preventative Maintenance Program

- RTW follows a scheduled maintenance cycle for all software and equipment, ensuring regular firmware updates, system calibrations, and security patches.
- Daily system checks and vehicle inspections to verify that destination signs, dispatch systems, and communications equipment are operational.
- RTW ensures full compliance with Driver Vehicle Inspection Reports (DVIRs) by following industry best practices and utilizing the City's existing fleet management system to streamline reporting, maintenance tracking, and regulatory adherence. Drivers complete pre-trip and post-trip inspections daily, identifying any safety concerns or mechanical issues, which are then logged into the City's system for immediate resolution. We use electronic geo-tagging to ensure that drivers don't short cut any of their inspection checklist points, which are maintained and displayed on our DVIR tablets. Maintenance teams review DVIR reports in real-time, prioritizing critical repairs and ensuring all defects are addressed before vehicles return to service. If the current software does not fully support operational needs, RTW can introduce Samsara or Fleetio, both of which offer enhanced automated defect tracking, real-time vehicle diagnostics, and predictive maintenance tools to improve fleet safety and efficiency.

Onboard Equipment & Software Troubleshooting



- Drivers and dispatch staff are trained in basic troubleshooting procedures for MDTs, radios, and video equipment.
- 24/7 technical support team available to address real-time system failures.
- Replacement components stocked onsite, reducing service disruptions due to faulty hardware.

Radio & Communication Systems Maintenance

- RTW ensures **dispatch radios and FirstNet communication systems** remain functional, allowing real-time coordination between drivers, dispatch, and supervisors.
- **Training on radio protocols and troubleshooting techniques** ensures uninterrupted connectivity

Passenger-Facing Technology Maintenance

- Destination signs, stop indicators, and automated announcements undergo regular testing and reprogramming to ensure accurate rider information.
- Real-time monitoring and alert systems proactively detect failures, allowing immediate response.

Security & Video Equipment Support

- RTW ensures all onboard security cameras and video recording systems function properly, maintaining compliance with safety regulations.
- Regular system audits and footage retrieval protocols ensure video evidence is accessible for incident investigations.

Software Integration & Data Management

- RTW ensures seamless integration between scheduling, dispatch, and maintenance tracking software, improving operational efficiency.
- Compliance with federal and state data reporting requirements, ensuring accurate logging of vehicle performance, driver activity, and maintenance history.

RTW's proactive maintenance approach, real-time issue resolution, and deep technical expertise ensure that all City of Sandy-provided technology and equipment remains fully operational, minimizing service disruptions and maximizing efficiency.

g) Methods used for handling emergencies, safety and security;

RTW prioritizes safety, security, and emergency preparedness in every aspect of its transit operations. Our comprehensive safety program, proactive risk management strategies, and strict adherence to federal, state, and local transit regulations ensure a secure environment for passengers and staff.

Emergency Handling & Incident Response

Emergency Preparedness Plan

RTW has a detailed emergency response plan that outlines protocols for:

- Vehicle breakdowns and accidents.
- Medical emergencies involving passengers or staff.
- Severe weather conditions, fires, and natural disasters.
- Passenger disturbances or security threats.



Drivers are trained to immediately notify dispatch via two-way radios, ensuring rapid coordination with emergency services. RTW's response procedures align with the City of Sandy's emergency management protocols.

Accident & Incident Reporting

RTW follows a strict accident and incident reporting protocol, requiring:

- Immediate verbal notification to dispatch and the City.
- Written incident reports submitted within 24 hours (or four hours for passenger injuries).
- Police and/or insurance documentation when applicable.

A root cause analysis is conducted for each accident, with corrective action plans implemented as needed.

Safety & Risk Management

Driver Training in Safety & Security

RTW drivers undergo intensive safety training, including:

- Defensive driving techniques (Smith System) to prevent collisions.
- Passenger assistance and de-escalation strategies.
- Emergency evacuation drills for different transit scenarios.
- Fire extinguisher and first-aid response training.

Safety Meetings & Risk Prevention

- Regular safety meetings ensure drivers and supervisors stay updated on best practices.
- Onboard vehicle inspections confirm emergency equipment (fire extinguishers, first-aid kits, radios) is functional.
- Risk assessments conducted with insurance partners to mitigate hazards and ensure compliance.

Security & Passenger Protection

RTW enforces strict zero-tolerance policies on:

- Unauthorized access to vehicles or transit facilities.
- Passenger harassment or disturbances.
- Drug and alcohol use among employees (per FTA 49 CFR Part 655).

Onboard video surveillance and GPS tracking enhance real-time monitoring, enabling quick responses to security incidents.

RTW's comprehensive safety program, emergency preparedness plan, and real-time response capabilities ensure the City of Sandy's transit system remains safe, secure, and resilient in any situation.

h) Methods used to monitor and ensure excellent customer service, including driver attitude and behavior, attitude of dispatchers and "extra touches" in the vehicle for convenience of passengers;



RTW is committed to delivering exceptional customer service by integrating comprehensive driver and dispatcher training, real-time service monitoring, and proactive passenger engagement tools. Our customer-first approach ensures rider satisfaction, professionalism, and continuous improvement in service quality.

Methods for Ensuring Excellent Customer Service

Driver Training and Professionalism

- RTW ensures drivers receive comprehensive training in customer service, passenger sensitivity, and conflict resolution.
- Empathy-based coaching helps drivers remain professional and courteous, even in difficult interactions.
- Secret rider evaluations provide insight into real-world interactions, identifying areas for coaching and improvement.

Dispatch and Call Center Professionalism

- Dispatchers undergo specialized training in professional communication, active listening, and stress management.
- Calls and radio communications are monitored for tone, clarity, and effectiveness in resolving passenger concerns.
- RTW enforces a zero-tolerance policy for rudeness, ensuring dispatch staff are consistently helpful and professional.

Passenger Feedback & Complaint Resolution

- RTW actively encourages and analyzes rider feedback through:
 - QR-code-based digital surveys on buses.
 - Complaint boxes and in-person feedback stations.
 - Real-time Tidio chatbot support and live agent interactions.
- Complaints and compliments are logged, categorized, and reviewed monthly to identify trends and adjust training.
- All complaints are responded to within 24 hours, with escalation protocols for high-priority concerns.

Customer-Centric Service Monitoring

- RTW utilizes GPS and Automatic Vehicle Location (AVL) technology to monitor on-time performance and driver adherence to schedules.
- Video monitoring ensures drivers maintain professional behavior and comply with service policies.
- Live ride-along evaluations are conducted by field supervisors to assess interactions and reinforce training.

Passenger Comfort & “Extra Touches” for Riders

- RTW enhances passenger experience with:
 - Clean, well-maintained vehicles.
 - Adequate onboard lighting, climate control, and accessibility features.
 - Friendly greetings and clear communication from drivers.



- Passengers with disabilities receive additional support, including assistance with mobility devices and individualized boarding assistance.

RTW's proactive service monitoring, robust feedback systems, and commitment to driver professionalism ensure City of Sandy riders receive high-quality, respectful, and responsive transit services.

i) Methods used to monitor and ensure service quality and safety, such as on-time service, customer service and response to requests for rides;

RTW delivers high-quality, safe, and reliable transit services through real-time performance tracking, data-driven quality assurance, and rigorous safety protocols. By integrating advanced technology, continuous driver training, and proactive service monitoring, RTW ensures the highest standards in service reliability and customer satisfaction.

On-Time Performance Monitoring & Service Reliability

GPS-Based Tracking & Automated Alerts

- RTW utilizes GPS and real-time Automatic Vehicle Location (AVL) tracking to monitor on-time performance across all routes.
- Dispatchers receive immediate alerts for late or missed trips, allowing for quick corrective action.
- Supervisors conduct weekly on-time checks, reconciling discrepancies with city-reported data to ensure accurate performance tracking.

Service Response & Ride Scheduling Metrics

- RTW measures call answer times, trip booking efficiency, and ride response rates to ensure passengers experience minimal wait times.
- Automated scheduling adjustments optimize route efficiency, ensuring passengers are picked up within their scheduled window.
- RTW maintains a missed trip rate of less than 1%, ensuring reliable service availability.

Performance Monitoring & On-Time Metrics

RTW is committed to ensuring exceptional on-time performance across both Dial-A-Ride (Paratransit) and Fixed-Route services in compliance with the City of Sandy's 95% on-time requirement. Our strategy integrates real-time vehicle tracking, proactive dispatch interventions, and data-driven performance monitoring to minimize service disruptions and enhance reliability.

1. On-Time Performance Tracking & Reporting

To maintain and improve service punctuality, RTW will implement a real-time tracking and reporting system using Passio Go and CTS software, which will:

- Monitor vehicle locations in real-time, identifying potential delays before they impact schedules.
- Generate automated alerts for late arrivals/departures, enabling dispatchers to take immediate corrective action.
- Provide end-of-day reports on on-time performance, allowing supervisors to review service trends and identify recurring issues.



- Produce monthly on-time performance reports submitted to the City, ensuring compliance with contractual requirements.

2. Handling Delays & Route Adjustments

RTW dispatchers and supervisors will implement a tiered response system to minimize delays and keep service punctual:

- **Real-Time Route Adjustments:**
 - Using Passio Go, dispatchers will reroute vehicles dynamically to avoid traffic congestion, road closures, or other unexpected disruptions.
 - Alternative routes will be pre-mapped, ensuring drivers receive immediate detour instructions via onboard tablets and FirstNet communication.
- **Driver Coordination & Proactive Communication:**
 - Drivers will receive real-time updates from dispatch regarding service delays, passenger pickups, and potential congestion points.
 - If a vehicle is behind schedule, dispatch will prioritize trip assignments to reallocate available resources and prevent cascading delays across the system.
- **Strategic Scheduling Adjustments:**
 - RTW will analyze historical data on peak travel times, common delay points, and seasonal traffic trends to refine future schedules.
 - Adjustments to route timing will be made in collaboration with City transit officials, ensuring optimal efficiency.

3. Ensuring Fixed-Route Schedule Compliance

RTW's fixed-route service will follow a structured compliance framework to meet scheduled departure and arrival times:

- **Automated Stop & Departure Monitoring:**
 - Passio Go will track stop adherence in real-time, ensuring buses do not depart before scheduled times.
 - Dispatchers will receive instant alerts if a bus is running more than five minutes early or late, prompting immediate corrective action.
- **Driver Training on Fixed-Route Timing Requirements:**
 - All operators will receive specialized training on schedule adherence, including timing control at transfer points and coordination with connecting routes.
 - Drivers will be instructed to wait at designated timepoints when ahead of schedule to prevent early departures.
- **Performance-Based Route Adjustments:**
 - RTW will analyze on-time performance trends and work with the City to adjust stop timing, layovers, and driver assignments as needed.
 - If repeated issues arise, RTW will recommend schedule refinements to better align with actual operating conditions.

4. Compliance Monitoring & Continuous Improvement

RTW will ensure that on-time performance remains above the City's 95% requirement by implementing:

- Daily dispatcher audits of on-time performance data to detect patterns and resolve emerging issues.



- Monthly performance meetings with the City of Sandy to review reports and implement corrective actions.
- Quarterly driver performance evaluations, incorporating on-time adherence as a key metric
- Passenger feedback analysis, using rider input to identify scheduling concerns and potential route optimizations.

By leveraging real-time technology, proactive dispatch coordination, and data-driven schedule refinements, RTW will ensure consistent, reliable, and efficient transit service that meets or exceeds the City's expectations.

Customer Service & Complaint Resolution

Passenger Feedback & Complaint Tracking

- RTW actively collects and monitors customer feedback through surveys, in-vehicle QR codes, and online portals.
- All complaints are logged, categorized, and analyzed for trends, with responses issued within 24 hours.
- Supervisors are trained in empathetic resolution techniques, ensuring passenger concerns are addressed effectively.

Driver & Dispatcher Performance Monitoring

- Live ride-along evaluations and periodic secret rider assessments ensure drivers maintain professionalism.
- Dispatch communications are recorded and reviewed for clarity, efficiency, and courteous service delivery.
- RTW targets less than five customer complaints per 1,000 passengers, reinforcing service excellence.

Proactive Safety Measures & Risk Management

Real-Time Incident Monitoring & Emergency Response

- RTW enforces strict accident and incident reporting protocols, ensuring all safety-related events are logged and addressed within four hours.
- Video surveillance on vehicles helps assess incidents, providing accurate documentation for investigations.
- RTW's safety team reviews all incidents, implementing corrective actions and additional training as needed.

Driver Safety & Compliance Programs

- RTW drivers undergo extensive safety training, including defensive driving, ADA compliance, and emergency response protocols.
- Performance is monitored through supervisor ride-alongs and onboard video assessments.
- RTW maintains an accident rate of fewer than 2.5 incidents per 100,000 miles, demonstrating a strong safety record.

RTW's data-driven performance monitoring, proactive customer feedback integration, and strict safety compliance ensure that City of Sandy transit operations meet the highest standards of reliability, efficiency, and passenger satisfaction.



j) How vehicle breakdowns will be handled when vehicles are in service;

RTW addresses vehicle breakdowns efficiently by leveraging the City's existing software systems for real-time response coordination and fleet management. When a breakdown occurs during service, RTW's dispatch team quickly assesses the situation using GPS tracking and vehicle diagnostics from the City's fleet management software to determine the severity of the issue and the appropriate response. If the vehicle is inoperable, an alternate vehicle is dispatched immediately to minimize service disruption. Drivers follow established safety protocols, ensuring clear communication with dispatch and proper passenger assistance.

The maintenance team logs all incidents in the City's maintenance tracking system, ensuring compliance with preventive maintenance schedules and operational standards. If the City's current software does not fully meet operational needs, RTW may recommend integrating solutions like Samsara or Fleetio. Samsara provides real-time GPS tracking, predictive maintenance alerts, and remote diagnostics to improve response times and fleet reliability. Fleetio offers comprehensive vehicle maintenance management, work order automation, and parts inventory tracking, ensuring that all vehicles are serviced efficiently and downtime is minimized. By combining these tools with the City's existing systems, RTW enhances fleet performance, service continuity, and overall transit reliability.

Fleet Management & Preventative Maintenance

RTW is committed to ensuring the safety, reliability, and longevity of the Sandy Area Metro (SAM) and Mt. Hood Express (MHX) fleet through a structured, data-driven preventative maintenance program. Our approach integrates real-time vehicle tracking, scheduled inspections, and warranty management to optimize fleet performance while adhering to City and County requirements.

1. Fleet Oversight & Preventative Maintenance Strategy

RTW will implement a proactive, scheduled maintenance plan that minimizes downtime and extends the vehicle lifespan. This includes:

- **Routine Inspections:** Daily pre-trip and post-trip inspections conducted by operators, with documented reports reviewed by the Fleet Manager.
- **Scheduled Preventative Maintenance:** Regular service intervals based on manufacturer recommendations and operational mileage thresholds, ensuring compliance with federal and state safety regulations.
- **City/County Compliance:** Adherence to the City of Sandy's maintenance policies, including use of prescribed fleet tracking software to document service history, repairs, and costs.

2. Advanced Maintenance Tracking & Real-Time Monitoring

To ensure peak performance and minimize unexpected breakdowns, RTW will utilize industry-leading fleet management technology, including MPWeb and Passio Go to track, diagnose, and proactively manage maintenance needs.

3. Proactive Repairs & Warranty Claim Management

RTW's Fleet Manager will oversee timely repairs and warranty coordination to reduce maintenance costs and improve vehicle uptime. This includes:

- **Managing Warranty Claims:** Ensuring covered repairs are processed efficiently through manufacturers and service providers, minimizing out-of-pocket expenses for the City/County.



- **Repair Prioritization:** Urgent mechanical issues will be triaged and addressed immediately, while minor repairs will be scheduled to minimize service disruptions.
- **Vendor Coordination:** RTW will facilitate vehicle transport to approved repair facilities and coordinate with City/County-approved service providers for specialized maintenance needs.

4. Compliance & Safety Assurance

RTW will ensure full compliance with state and federal fleet regulations, including:

- FTA and ADA Accessibility Requirements, ensuring vehicles are fully operational and meet accessibility standards.
- Safety Audits & Compliance Reviews, with routine inspections to verify adherence to DOT, ODOT, and local transit authority guidelines.
- Accident & Incident Reporting, ensuring prompt documentation and corrective actions in case of vehicle-related safety concerns.

Breakdown Response & Backup Vehicles

Immediate Driver Communication & Issue Assessment

- Drivers are trained to assess mechanical failures and immediately contact dispatch via two-way radio.
- Dispatch logs the incident and determines whether the vehicle requires on-site repair or replacement.

On-Road Repairs & Field Support

- Mobile maintenance teams perform quick fixes for minor issues, such as battery jump-starts, tire changes, and software resets.
- For more severe mechanical failures, vehicles are safely removed from service and transported to RTW's maintenance facility.

Spare Vehicle Deployment

- RTW maintains spare vehicles to ensure rapid replacement when a bus must be taken out of service.
- Passengers are transferred seamlessly, minimizing disruption to their trips.

Service Recovery & Continuous Improvement

Breakdown Data & Trend Analysis

- All breakdowns and repairs are logged in MPWeb, allowing for data-driven analysis of common failure points.
- Maintenance plans are continuously refined based on vehicle performance history to improve reliability.

Operator & Passenger Communication

- Passengers receive real-time notifications via SMS or app when a vehicle is replaced or delayed.
- Dispatch coordinates alternative routes or backup services if a breakdown significantly impacts service schedules.



Through advanced fleet management, rapid-response maintenance, and real-time monitoring, RTW ensures reliable transit operations for the City of Sandy, minimizing breakdown disruptions and keeping passengers on schedule.

k) Approach to a vehicle maintenance program

RTW implements a structured vehicle maintenance program to ensure fleet reliability, safety, and longevity. Our approach aligns with the City's existing maintenance software, leveraging its capabilities to track maintenance schedules, log inspections, and ensure regulatory compliance. By integrating with the City's current system, RTW ensures seamless fleet management while proactively addressing maintenance needs to minimize downtime and optimize vehicle performance.

Preventative Maintenance Program

A preventative maintenance (PM) program forms the foundation of RTW's fleet upkeep strategy. The City's existing maintenance platform will be used to automate service schedules, track maintenance history, and ensure vehicles receive timely inspections and repairs.

Routine Maintenance & Inspections

- Vehicles follow a structured maintenance schedule, including routine servicing at 30-day, 90-day, and 360-day intervals, in alignment with manufacturer recommendations.
- Drivers complete pre-trip and post-trip inspections daily, flagging safety-sensitive defects for immediate resolution through the City's fleet management system.
- Maintenance managers use the system to track trends, proactively identify potential failures, and coordinate necessary repairs to maintain operational efficiency.

RTW is also experienced with Samsara and Fleetio, two leading fleet management solutions that offer advanced tracking, real-time diagnostics, and predictive maintenance capabilities. If the City's current system does not fully meet operational needs, RTW can assist in evaluating and integrating these or other solutions to enhance fleet performance and reliability.

Repair & Breakdown Response

Real-Time Fleet Monitoring with MPWeb and Passio Go

- GPS tracking and onboard diagnostics alert maintenance teams of vehicle faults before they escalate.
- Live engine health reports enable mechanics to proactively schedule service.

Roadside Assistance & On-Site Repairs

- Mobile maintenance teams respond to on-road vehicle failures within minutes.
- For minor issues, field technicians make repairs on-site to avoid service interruptions.
- For major breakdowns, spare vehicles are deployed, ensuring passenger continuity.

Parts Inventory & Vendor Support

- MPWeb parts inventory system ensures critical components are always available for immediate repairs.
- RTW works with OEM-certified vendors to ensure high-quality replacements and quick turnaround times.



Compliance & Quality Assurance

Regulatory & Warranty Compliance

- Maintenance schedules adhere to FTA, state, and manufacturer guidelines for vehicle upkeep.
- RTW maintains detailed digital records of all maintenance activities, which are accessible to city officials for audits.

Technician Training & Certification

- All mechanics hold ASE certifications, with specialized training in transit vehicle systems.
- RTW provides ongoing training, ensuring efficient diagnosis and repairs.

As you can see, RTW ensures a proactive, data-driven approach to vehicle maintenance that reduces downtime, improves safety, and extends fleet lifespan.

l) Approach to records management including service reporting, financial reporting, accident reporting, etc.

Effective records management and reporting are critical for transit operations, compliance, and performance monitoring. RTW ensures accuracy, transparency, and regulatory adherence by leveraging systems like MPWeb and Passio Go, which automate data collection, streamline reporting, and maintain detailed operational records.

Service Reporting & Performance Monitoring

RTW employs real-time data tracking and reporting tools to ensure compliance with service delivery benchmarks.

Automated Data Collection with MPWeb and Passio Go

- GPS-based tracking captures real-time trip data, including route adherence, on-time performance, and mileage.
- Electronic fare collection integration ensures accurate ridership tracking.
- Service frequency and reliability metrics are automatically logged for performance analysis.

MPWeb's Reporting Capabilities

MPWeb's reporting capabilities provide comprehensive insights into fleet maintenance operations, ensuring efficiency and regulatory compliance. Here are three key strengths of its reporting features:

- Customizable Reports & Dashboards – Generate detailed reports on maintenance costs, work orders, and downtime trends. Users can customize dashboards to track key performance indicators (KPIs) for better decision-making.
- Regulatory & Compliance Tracking – MPWeb offers built-in reports for tracking regulatory compliance, including inspections, emissions testing, and required certifications, helping ensure adherence to industry standards.
- Predictive Maintenance & Cost Analysis – Advanced analytics help identify patterns in vehicle performance, allowing for proactive maintenance scheduling. Reports provide insights into repair costs, parts usage, and asset lifecycle management to optimize budgeting and resource allocation..



National Transit Database (NTD) & Federal Transit Administration (FTA) Compliance

- RTW ensures NTD-compliant data collection, including passenger trip logs, vehicle revenue miles, and operational statistics.
- Audits and quality control measures verify accuracy before submission to regulatory agencies.

Financial Reporting & Audit Compliance

Fare Collection & Revenue Tracking

- **Secure Fare Handling Protocol**
 - RTW will implement a secure fare collection process that ensures accountability and accuracy in revenue tracking. Fareboxes will be emptied by designated personnel following a dual-authentication process to ensure security. All cash handling procedures will be monitored through real-time tracking and periodic internal audits.
- **Weekly Fare Revenue Reporting**
 - RTW will provide the City with detailed revenue reports on a weekly basis, integrating transaction records from fare collection systems. These reports will include breakdowns of fare types, electronic vs. cash transactions, and deposit confirmations. All financial data will be securely stored and regularly audited to meet regulatory compliance.
- **Integration with the City's Fare System**
 - RTW will coordinate closely with the City to integrate with existing and future fare collection technologies. RTW's approach includes:
 - Supporting contactless and mobile payment solutions.
 - Ensuring farebox compatibility with Sandy Transit's data reporting systems.
 - Training operators on fare system functionalities to maintain operational efficiency and compliance.

Budget & Expense Management

- Detailed expenditure reports track fuel costs, maintenance expenses, and payroll.
- RTW's financial systems integrate with the City of Sandy's reporting requirements, ensuring complete transparency.

FTA Audit Readiness

- RTW maintains comprehensive digital records to comply with FTA financial reporting standards.
- Financial data is stored securely and made available for periodic audits and inspections.

Accident & Incident Reporting

Real-Time Reporting & Investigation Protocols

- Accidents and incidents are reported immediately to dispatch and logged in MPWeb for follow-up.
- Reports are submitted within 24 hours, or within four hours if a passenger injury is involved.
- Investigations are documented in compliance with local and federal regulations.

Video & GPS-Enabled Event Documentation

- Onboard video footage and GPS logs provide accurate incident reconstructions.



- RTW coordinates with insurance providers and city officials to ensure proper handling of liability claims.

Records Retention & Accessibility

Secure Digital Recordkeeping

- RTW retains service, financial, and safety records for a minimum of seven years, ensuring compliance with state and federal regulations.
- Documents are stored in a cloud-based system, accessible to city officials for audits and reviews.

Data Integrity & Compliance

- Regular audits and backups ensure data accuracy and security.
- FTA, ADA, and state-level reporting requirements are met through automated systems that flag missing or incomplete records.

Through advanced data management, automated reporting, and secure recordkeeping, RTW ensures compliance with the City of Sandy's requirements while maintaining operational efficiency.

m) Method of handling accidents, injuries, and customer complaints

RTW prioritizes safety, compliance, and customer service excellence by implementing a structured process for handling accidents, injuries, and customer complaints. Our approach ensures rapid response, thorough investigation, and continuous service improvement, leveraging real-time reporting tools, fleet management systems, and proactive training programs.

Accident & Injury Response Protocol

Immediate Communication & Incident Reporting

- All accidents are reported to dispatch within minutes of occurrence.
- If a passenger injury occurs, RTW provides verbal notification to the City within 15 minutes and a detailed written report within four hours.
- In non-injury incidents, written reports are submitted within 24 hours, including police reports (if applicable).

On-Site Safety & Emergency Support

- Drivers follow emergency protocols outlined in RTW's Emergency Response Plan, including passenger evacuation procedures.
- First aid kits, fire extinguishers, and emergency equipment are onboard all vehicles as required by City and FTA regulations.
- Supervisors are dispatched immediately to accident sites to provide assistance and conduct preliminary investigations.

Investigation & Corrective Actions

- RTW conducts a full post-incident investigation within five business days.
- Onboard video footage and GPS tracking are reviewed to determine the cause of the incident.
- If the incident is driver-related, coaching or retraining is required before the driver resumes service.



Customer Complaint Resolution

RTW actively seeks customer feedback to enhance service quality, using Tidio, a cloud-based customer service platform, to track and manage complaints efficiently.

Multiple Reporting Channels for Passengers

- Passengers can submit complaints via:
 - QR codes onboard vehicles
 - Tidio web-based feedback forms
 - Dedicated phone and email support
- All complaints are logged and categorized, ensuring proper tracking and resolution.

Complaint Investigation & Follow-Up

- Complaints are acknowledged within 24 hours and investigated by a trained supervisor.
- Passengers receive follow-up communication on resolution outcomes within five business days.
- RTW conducts monthly trend analysis of complaints to identify recurring issues and service improvements.

Driver Coaching & Continuous Improvement

- Drivers involved in complaints undergo targeted retraining if needed.
- RTW monitors complaint trends to adjust training programs and enhance driver professionalism.

By leveraging real-time reporting tools, thorough investigations, and proactive customer feedback systems, RTW ensures a safe, responsive, and continuously improving transit operation for the City of Sandy.

n) Capability and management approach;

RTW brings a structured, experienced, and proactive management approach to delivering high-quality fixed-route and paratransit demand-response services. With a leadership team experienced in transit operations, fleet management, and customer service, RTW ensures seamless service execution, compliance with regulatory standards, and operational efficiency.

Management Structure & Oversight

RTW's leadership team provides hands-on oversight to ensure the highest operational, safety, and customer service standards.

Dedicated On-Site Management

- RTW assigns a full-time General Manager or Operations Manager to oversee transit operations, ensuring daily coordination with the City of Sandy.
- The General Manager is on-call during all service hours, responsible for supervision, scheduling, and compliance reporting.
- RTW's VP of Operations provides executive oversight, ensuring adherence to industry best practices and performance metrics.



Field Supervisors & Dispatch Coordination

- Supervisors conduct on-street service checks to monitor operator performance and customer interactions.
- RTW's dispatch team oversees daily trip scheduling, monitors service delivery through real-time vehicle tracking, and adjusts routes in response to service demands.

Fleet Maintenance & Technology Integration

- RTW assigns a dedicated Fleet Manager responsible for ensuring vehicle reliability, minimizing downtime, and optimizing fleet performance.
- MPWeb and Passio Go are used for fleet diagnostics, preventive maintenance scheduling, and real-time monitoring.

Personnel & Training Approach

RTW employs a comprehensive recruitment, training, and retention strategy to maintain a skilled and motivated workforce.

Recruitment & Retention Strategies

- RTW offers competitive wages, benefits, and career development opportunities to attract and retain qualified staff.
- Hiring focuses on customer service-oriented operators, with an emphasis on ADA compliance and passenger assistance skills.

Ongoing Driver & Staff Training

- Defensive driving certification, ADA compliance training, and customer service workshops are conducted regularly.
- Monthly safety meetings and ride-alongs help reinforce service expectations and identify areas for improvement.

Performance Monitoring & Continuous Improvement

- RTW uses mystery rider programs, random ride-alongs, and customer feedback surveys to assess service quality.
- Performance-based incentives encourage high service standards and ensure continuous professional development.

Technology-Driven Operations Management

RTW integrates state-of-the-art transit technologies to enhance service reliability, efficiency, and real-time responsiveness.

Passio Go and MPWeb for Fleet & Maintenance Management

- Predictive maintenance alerts reduce breakdown risks and improve fleet longevity.
- Fuel and mileage tracking enhances operational efficiency.

Automated Scheduling & Dispatching

- Dynamic scheduling tools optimize driver assignments and route planning.
- AI-powered scheduling software reduces delays and ensures timely trip execution.



Real-Time Passenger Communication & Feedback

- Proactive notification systems inform riders of delays, detours, and schedule changes.
- Integrated customer service platforms capture and resolve complaints efficiently.

RTW delivers efficient, customer-centric, and technologically advanced transit services by leveraging:

- A strong management team with hands-on oversight
- Experienced field supervisors and dedicated fleet managers
- Data-driven performance monitoring and safety protocols
- Technology solutions for scheduling, dispatch, and fleet management

Through proven management strategies and operational expertise, RTW ensures a seamless, reliable, and high-quality transit experience for the City of Sandy.

o) Labor relations program;

RTW fosters a stable, engaged workforce through competitive wages, strong employee benefits, and proactive labor relations. Our labor strategy emphasizes transparent communication, professional development, and retention-focused policies to maintain a highly qualified workforce dedicated to delivering exceptional transit services.

Workforce Stability & Recruitment

Competitive Wages & Benefits

- RTW provides wages and benefits packages that meet or exceed industry standards, ensuring strong employee retention.
- Employees receive paid time off, health insurance, and performance-based incentives, fostering long-term commitment.
- A structured annual wage increase program ensures drivers and dispatchers are compensated fairly over time.

Employee Retention & Career Advancement

- RTW prioritizes internal promotions, with most management staff rising through the ranks.
- Continuous skills training and professional development opportunities ensure career progression within the organization.

Recruitment & Onboarding Efficiency

- RTW utilizes electronic onboarding systems for rapid hiring and compliance tracking.
- Background checks, DOT physicals, and pre-employment drug testing ensure all hires meet federal and company standards.

Labor Relations & Compliance

Open Communication & Employee Engagement

- RTW conducts regular employee meetings and feedback sessions, ensuring open dialogue between management and staff.



- A dedicated HR representative handles workforce concerns promptly, fostering a positive work environment.

Compliance with Federal & State Labor Laws

- RTW adheres to all FTA, state, and federal employment regulations, including:
 - Fair Labor Standards Act (FLSA)
 - Americans with Disabilities Act (ADA)
 - Equal Employment Opportunity (EEO) requirements.
- RTW's HR team conducts quarterly audits to ensure full legal compliance.

Grievance Resolution & Employee Support

Proactive Employee Support Programs

- RTW offers anonymous reporting channels for workplace concerns.
- HR specialists provide one-on-one support for employee grievances.

Conflict Resolution & Disciplinary Policies

- Progressive discipline policies ensure fair and transparent handling of employee performance issues.
- Mediation and coaching sessions are offered before corrective actions escalate.

By prioritizing fair compensation, career advancement, and transparent labor relations, RTW ensures a motivated workforce dedicated to high-quality transit service delivery.

p) Financial viability;

RTW maintains strong financial stability with a disciplined approach to fiscal management. Our solid financial standing enables us to consistently meet operational commitments, navigate market fluctuations, and invest in service enhancements.

Key Financial Strengths

Debt-to-Equity & Liquidity

- RTW's debt-to-equity ratio of 60% reflects a balanced approach to financial leverage, significantly outperforming competitors such as FirstGroup, which operates at 6.2x debt-to-equity.
- A cash ratio of 72% ensures RTW can cover short-term obligations with cash on hand, compared to FirstGroup at 20% and National Express at 12%.

Audited Financial Statements

- RTW provides audited financial statements for 2021, 2022, and 2023, available upon request. These demonstrate consistent revenue growth, cost control, and a history of responsible financial management.

No Contract Defaults or Terminations

- RTW has never defaulted on a contract or had a service agreement terminated due to financial instability.



No Pending or Anticipated Litigation

- RTW maintains a clean legal history, with no ongoing or expected litigation that could impact financial performance.

Investment in Service & Growth

Proactive Fleet & Infrastructure Investments

- RTW strategically invests in fleet maintenance, technology upgrades, and operational improvements to enhance service reliability and efficiency.
- Our financial strength allows for continuous reinvestment in fleet management systems, employee training, and safety programs.

Scalable Financial Model

- RTW employs a cost-efficient financial structure, ensuring long-term sustainability while maintaining high-quality transit operations.
- A disciplined growth strategy prioritizes profitability and financial security over rapid expansion.

RTW's strong financial health, responsible budgeting, and data-driven financial strategies position us as a stable and reliable transit service provider for the City of Sandy.

q) Ability to start providing service in July 2025.

RTW confirms our ability to commence service in July 2025. Our team has the experience, resources, and operational readiness to ensure a seamless transition and timely service launch. We will coordinate closely with Sandy Transit to meet all pre-launch requirements, including vehicle preparation, staffing, training, and regulatory compliance.

Structured Transition & Implementation Plan

RTW is committed to a seamless, phased transition process that ensures uninterrupted service for Sandy Area Metro (SAM) and Mt. Hood Express (MHX) riders. Our transition plan follows a 90-day structured timeline to ensure full operational readiness before the July 1, 2025, service start date.

1. 90-Day Transition Timeline & Key Milestones

RTW will execute a **three-phase transition plan to ensure all staffing, fleet, training, and operational processes are fully in place before the service launch.**

Phase	Timeline	Key Activities & Milestones
Phase 1: Planning & Coordination	April 2025	<input checked="" type="checkbox"/> Establish transition team with City officials & existing staff
		<input checked="" type="checkbox"/> Finalize recruitment & hiring plan for existing employees
		<input checked="" type="checkbox"/> Conduct fleet and facility inspections
		<input checked="" type="checkbox"/> Set up technology integrations (Passio Go, CTS, Hanover, FirstNet)
Phase 2: Staffing & Training Implementation	May 2025	<input checked="" type="checkbox"/> Onboard existing & new employees <input checked="" type="checkbox"/> Conduct full driver training (safety, ADA,



Phase	Timeline	Key Activities & Milestones
		technology)
		<input checked="" type="checkbox"/> Implement dispatch & scheduling operations
		<input checked="" type="checkbox"/> Finalize fare collection & reporting processes
		<input checked="" type="checkbox"/> Conduct system-wide service simulations
		<input checked="" type="checkbox"/> Complete fleet maintenance & safety inspections
Phase 3: Full-Scale Testing & Readiness	June 2025	<input checked="" type="checkbox"/> Finalize customer communication & public engagement
		<input checked="" type="checkbox"/> Confirm full compliance with City requirements before July 1 launch

This structured timeline ensures all personnel, technology, and operational components are in place well in advance of the official start date.

2. Staffing & Training Onboarding Plan

RTW will ensure all staff—drivers, dispatchers, supervisors, and support personnel—are fully trained and prepared before operations begin.

- **Employee Retention & Onboarding**
 - Offer continued employment to all current drivers and dispatchers at existing wages and benefits.
 - Host pre-transition meetings with employees to review contract terms and answer questions.
 - Finalize scheduling and assignments for all full-time and part-time positions.
- **Comprehensive Training Program (May–June 2025)**
 - Driver & Dispatcher Training: Includes Smith System defensive driving, ADA compliance, Passio Go & CTS scheduling software, and FirstNet communications.
 - Customer Service & Passenger Sensitivity: Reinforces best practices for assisting seniors, ADA passengers, and the general public.
 - Emergency Preparedness: Ensures all staff are trained on fire evacuation, medical emergencies, and inclement weather procedures.

By the end of June, all employees will be certified, route-tested, and fully integrated into RTW's operational framework.

3. Risk Mitigation Strategy for Service Continuity

RTW has developed a comprehensive risk management plan to ensure no service disruptions before or after the July 1 launch date.

- **Workforce Stability & Contingency Staffing**
 - Maintain extra-board drivers and dispatchers to ensure full route coverage.
 - Implement backup scheduling plans to prevent driver shortages.
- **Fleet Readiness & Maintenance Oversight**
 - Conduct full inspections of all City-provided vehicles to identify any maintenance issues in advance.



- Ensure spare vehicles are ready for deployment in case of mechanical failures.
- **System & Technology Testing**
 - Perform mock service runs in June to test dispatch, routing, fare collection, and emergency response procedures.
 - Verify full system integration with City-provided technology (Passio Go, CTS, Hanover, FirstNet).

4. Ensuring a Seamless Transition

RTW will work closely with the City of Sandy to ensure a smooth handover from the incumbent provider, including:

- ✓ Bi-weekly transition status updates with City officials.
- ✓ Direct communication with existing employees to ensure retention and satisfaction.
- ✓ Comprehensive public outreach & rider education to inform passengers of service enhancements.

By executing a phased, risk-managed implementation plan, RTW will ensure:

- All employees are fully onboarded, trained, and prepared before July 1.
- All vehicles, dispatch systems, and fare collection tools are fully operational.
- All safety protocols, customer service training, and ADA compliance measures are met.
- Service launch is seamless, with no disruptions to passengers.

RTW is fully prepared to execute a structured, efficient, and rider-focused transition that meets the City's expectations and ensures long-term service success.

r) Information on any litigation or settlements within the last 10 years related to providing transit services.

RTW has no history of litigation or settlements related to providing transit services within the last 10 years. Our commitment to operational excellence, regulatory compliance, and proactive risk management has ensured that we maintain a strong track record free of legal disputes in transit service operations.

RTW's focus on safety, regulatory adherence, and transparent communication with stakeholders has been integral to our success. We implement rigorous training programs, enforce compliance with industry standards, and maintain proactive risk mitigation strategies to prevent legal challenges. Our ability to deliver high-quality, incident-free transit services underscores our reliability as a trusted partner for Sandy Transit.



Attachments



Attachment A: Cost Proposal

City of Sandy

Request for Proposals

Appendix B

COST PROPOSAL CITY OF SANDY

<u>Service Description</u>	<u>Approx. Service Hours per year</u>	<u>Total contract cost, per revenue hour: The hourly cost should reflect all fixed and variable costs involved in providing service</u>		<u>Total Annual Cost per Service (cost/hour x revenue hours)</u>	
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 1</u>	<u>Year 2</u>
<u>Fixed/Commuter Route SAM- Gresham</u>	9,370	743,428	743,428	\$79.34	\$79.34
<u>Commuter Route SAM- CTC</u>	3,670	291,183	291,183	\$79.34	\$79.34
<u>Deviated Commuter Route SAM- Estacada</u>	2,750	218,189	218,189	\$79.34	\$79.34
<u>Deviated Fixed Route SAM Shopper</u>	1,836	145,671	145,671	\$79.34	\$79.34
<u>Demand-Response SAM rides</u>	3,600	254,186	254,186	\$70.61	\$70.61
<u>Non-Emergency Medical (Elderly and Disabled)</u>	2,154	152,088	152,088	\$70.61	\$70.61
<u>Total Operation Contract Cost/Year</u>	23,380	1,804,745	1,804,745	\$77.19	\$77.19

City of Sandy

Request for Proposals

COST PROPOSAL CLACKAMAS COUNTY

<u>Service Descriptions</u>	<u>Approx Service Hours</u>	<u>Total Contract Cost, per revenue hour: The hourly rate reflects all fixed and variable costs involved in providing service</u>		<u>Total Annual Cost per Service (cost/hour x revenue)</u>	
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 1</u>	<u>Year 2</u>
<u>Express Service (including added winter service)</u>	7,337	599,508	599,508	\$81.71	\$81.71
<u>Villages Shuttle</u>	3,124	337,527	337,527	\$108.04	\$108.04
<u>Total Operation Contract Cost/Year</u>	10,461	937,035	937,035	\$89.57	\$89.57

Attachment B: DBE Certification

RTW uses DBE's in all of our operations. We will spend over \$5,000 on uniforms with a certified DBE. We will also assertively look for other opportunities to partner with DBEs in this operation.

City of Sandy

Request for Proposals

Attachment B

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

_____ Yes ☒ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature:



Name & Title:

George Goates, President
(Typed or Printed)

Date:

2-17-2025



Attachment C: Certification Regarding Debarment, Suspension & Other Ineligibility & Voluntary Exclusion

City of Sandy

Request for Proposals

Attachment C CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER INELIGIBILITY & VOLUNTARY EXCLUSION

The undersigned, duly authorized representative of RTW Management, Inc., hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.



(Signature)



(Attorney's Signature)

George Goates, President

02-18-2025

(Typed or Printed Title of
Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____ hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Signature)

(Attorney's Signature)

(Typed or Printed Title of
Authorized Representative)

(Date)

Attachment(s) [If required]



CERTIFICATE *of* SIGNATURE

REF. NUMBER
MEDSU-5UBNU-FTBMS-LQTXS

DOCUMENT COMPLETED BY ALL PARTIES ON
18 FEB 2025 18:10:29 UTC

SIGNER	TIMESTAMP	SIGNATURE
<p>SCOTT BRIDGE</p> <p><small>EMAIL</small> SBRIDGE@KESLERRUST.COM</p> <p><small>SHARED VIA</small> LINK</p>	<p><small>SENT</small> 18 FEB 2025 17:45:43 UTC</p> <p><small>VIEWED</small> 18 FEB 2025 17:54:52 UTC</p> <p><small>SIGNED</small> 18 FEB 2025 18:10:29 UTC</p>	<div style="border: 1px solid black; height: 80px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;"> </div> <p><small>IP ADDRESS</small> 174.229.77.235</p> <p><small>LOCATION</small> THE BRONX, UNITED STATES</p>

Signed with PandaDoc

PAGE 1 OF 1

Attachment D: Non Collusion Affidavit

City of Sandy

Request for Proposals

Attachment D

NON-COLLUSION AFFIDAVIT

STATE OF UTCOUNTY OF Salt Lake) ss
)George M Gentes

(Type or Print Name and Title)

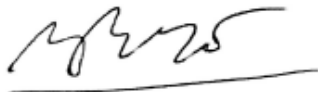
being first duly sworn, on their oath
says that the proposal submitted is genuine and not a sham or a collusive proposal or
made in the interest of or on behalf of any person not herein named; and they further state
that the said proposer has not directly or indirectly induced or solicited any other proposer
for the above work or supplies to put in a sham proposal, or any other person or
corporation to refrain from proposing; and that said proposer has not in any manner sought
by collusion to secure to self advantage over any other proposer or proposers.

NON-COLLUSION AFFIDAVIT



SIGN HERE

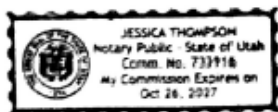
7-18-2025

Subscribed and sworn to before me this 18 day of Feb, 2025.


NOTARY

Notary Public in and for the
State of UT

My Commission Expires:

6/26/27

Attachment E: Certification Regarding Lobbying

City of Sandy

Request for Proposals

Attachment E

CERTIFICATION REGARDING LOBBYING

The undersigned contractor certifies, to the best of his or her knowledge and belief, that they are in compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65.

The Contractor, RTW Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

George Goates, President

Name and Title of Contractor's Authorized Official (print or type)

Date 2/12/2025



Attachment F: Drug & Alcohol Test Policy Certification

Date: February 12, 2025

To: City of Sandy Transit Department
16610 Champion Way
Sandy, OR 97055

Subject: Drug & Alcohol Test Policy Certification – Attachment F

Dear Andi Howell,

RTW Management Inc. certifies that we comply with all applicable Federal Transit Administration (FTA) drug and alcohol testing regulations as specified in 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).

As required under these federal regulations, RTW has implemented and maintains a comprehensive Drug & Alcohol Testing Policy that includes:

1. **Testing Program Compliance**
 - Pre-employment testing
 - Random testing (minimum 50% drug, 10% alcohol annually)
 - Post-accident testing
 - Reasonable suspicion testing
 - Return-to-duty and follow-up testing
2. **Prohibited Conduct & Consequences**
 - Prohibition of illegal drugs and alcohol use while on duty
 - Policy enforcement, including discipline and rehabilitation requirements
3. **Supervisor Training**
 - RTW ensures that all supervisors overseeing safety-sensitive employees have completed the required two hours of training to recognize drug and alcohol misuse in the workplace.
4. **Employee Education & Acknowledgment**
 - RTW provides all safety-sensitive employees with a copy of the Drug & Alcohol Policy and ensures their signed acknowledgment of receipt and understanding.
 - RTW's Drug & Alcohol Policy is attached below.

RTW Management Inc. remains fully committed to maintaining compliance with all applicable FTA regulations and the City of Sandy Transit Department's requirements for drug and alcohol testing. Should you require any additional information or documentation, please do not hesitate to contact me at 801-819-3691.

Sincerely,




George Goates
President
801.819.3691
ggoates@RTWmanagement.com

Attachment: RTW's Drug & Alcohol Policy



FTA Drug and Alcohol Policy – RTW Management, Inc.

RTW Management, Inc.

Drug and Alcohol Policy

Effective as of [01/10/2025]

Adopted by: 

Date Adopted: [01/10/2021]

Last Revised: [01/10/2025]

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FTA Drug and Alcohol Policy – RTW Management, Inc.

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7. Test Refusals..... 7

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FTA Drug and Alcohol Policy – RTW Management, Inc.

1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect RTW Management, Inc.'s policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify his/her direct supervisor no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine

FTA Drug and Alcohol Policy – RTW Management, Inc.

- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per RTW Management, Inc. policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

FTA Drug and Alcohol Policy – RTW Management, Inc.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when RTW Management, Inc. has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by RTW Management, Inc. using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

FTA Drug and Alcohol Policy – RTW Management, Inc.

- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by RTW Management, Inc. using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

FTA Drug and Alcohol Policy – RTW Management, Inc.

Dilute Urine Specimen

If there is a negative dilute test result, RTW Management, Inc. will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. RTW Management, Inc. guarantees that the split specimen test will be conducted in a timely fashion. Employees are not required to pay for a split test in a second laboratory.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by RTW Management, Inc..
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or RTW Management, Inc..
- (7) Fail to undergo a medical evaluation as required by the MRO or RTW Management, Inc.'s Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.



FTA Drug and Alcohol Policy – RTW Management, Inc.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

8. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the direct supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

9. Contact Person

For questions about RTW Management, Inc.'s anti-drug and alcohol misuse program, contact George Goates, President: ggoates@RTWmanagement.com.



FTA Drug and Alcohol Policy – RTW Management, Inc.

Attachment A: Covered Positions

- Bus/Trolley Operator
- Road Supervisor
- Mechanic
- Parking Lot Attendant
- General Manager

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Attachment G: RTW Benefits Program

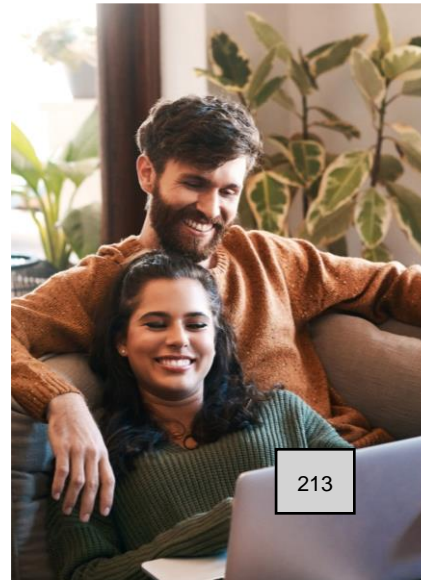




A GUIDE TO YOUR

Employee Benefits

July 1, 2024 to June 30, 2025



Benefits at RTW Management

2024-2025 Contacts

Medical

Angle Health
(855) 544-0036
<https://www.anglehealth.com/>

Telemedicine

Doctor On Demand
(800) 997-6196
<https://doctorondemand.com/>

Dental

Dental Select Ameritas
(800) 999-9789
(801) 495-3000
www.dentalselect.com

Vision

Dental Select Ameritas
(800) 999-9789
(801) 495-3000
www.dentalselect.com

Health Savings Account

HealthEquity
(866) 346-5800
www.healthequity.com/

Human Resources

Christopher Nahm
(435)-261-2484
cnahm@rtwmanagement.com

Sean Zabinsky
(801) 746-2417
szabinsky@rtwmanagment.com

Open Enrollment & Claims Support

Florence Gregory GBS Account Manager
(801) 819-7724
Florence.Gregory@gbsbenefits.com

Jillian Hyatt, Account Manager Support
(801) 819-7842
Jillian.Hyatt@gbsbenefits.com

Table of Contents

This guide is designed to highlight your benefit options so that you can make the best possible decisions for you and your family. Use this guide as your go-to-resource when you're enrolling for benefits and throughout the plan year. The choices you make will remain in effect during the plan year, unless you have a qualifying major life event.

We are committed to providing our employees with quality benefits programs that are comprehensive, flexible and affordable. Giving our employees the best in benefit plans is one way we can show you that as an employee, YOU are our most important asset.

4	Benefits Overview
6	Medical Side By Side Comparison
7	Medical
10	Telemedicine
11	Dental
12	Vision
13	Health Savings Account
15	Cost Of Coverage

Benefits Overview

Making wise decisions about your benefits requires planning. By selecting benefits that provide the best care and coverage, you can optimize their value and minimize the impact to your budget. The best thing you can do is “shop” for benefits carefully, using the same type of decision-making process you use for other major purchases.

1. **Take advantage of the tools available to you.** That includes this guide, access to plan information, provider directories, and enrollment materials.
2. **Be a smart shopper.** If you were buying a car or purchasing a home, you would do a lot of research beforehand. You should do the same for benefits because the wrong decision could be costly.
3. **Don't miss the deadline and keep record of your enrollment!** Pay attention to the enrollment deadline and be sure to provide Human Resources with your benefit elections in a timely manner. It is important to review your paycheck to ensure the accuracy of payroll deductions. Notify HR immediately if there are any discrepancies.

Who Is Eligible?

If you are hired as a full-time employee working 30 or more hours per week, coverage will begin on the first day of the month following 60 days. You may also enroll your eligible dependents in the same plans you choose for yourself.

Eligible dependents include your legal spouse/domestic partner and your natural, adopted or step-child(ren). The dependent age limit for children on your medical plan is age 26 but may vary for other benefits offered.

When Do I Enroll?

You can enroll for coverage from your hire date up to the date of your eligibility, which arrives on the first day of the month following 60 days of employment, or you can opt to enroll during the annual open enrollment period. Outside of your open enrollment period, the only time you can change your coverage is within 30 days after you experience a qualifying event.

Benefits Overview

Making Changes During The Year

The IRS provides strict regulations about the changes to pre-tax elections during the plan year. Once you enroll in benefits, you will not be able to make any changes to your elections until the next annual open enrollment period, unless you experience a qualified life event.

Qualified life events include, but are not limited to:

- › Change in your legal marital status
- › Change in number of dependents
- › A dependent no longer meets the eligibility requirements
- › You and/or your dependent becomes eligible or loses eligibility for Medicare, Medicaid or the Children's Health Insurance Program (CHIP)
- › Employee or dependents change in employment status resulting in loss or gain of eligibility for employer sponsored benefits
- › A court or administrative order

It is your responsibility to notify Human Resources within 30 days after a qualified life event. Any benefit changes must be directly related to the qualified life event.

When Coverage Ends

For most benefits, coverage will end on the last day of the month in which:

- › Your regular work schedule is reduced to fewer than 30 hours per week
- › Your employment with RTW Management ends

Your dependent(s) coverage ends:

- › When your coverage ends, or
- › The last day of the month in which the dependent is no longer eligible

Health Care Reform and You

For the most up-to-date information regarding the ACA, please visit www.healthcare.gov.

In addition to the plan information in this Benefits Guide, you can also review a Summary of Benefits and Coverage for each medical plan. This requirement of the ACA standardizes health plan information so that you can better understand and compare plan features. We will automatically provide you a copy of the SBC and Uniform Glossary annually during open enrollment. Please contact HR should you need an additional copy.

Side-By-Side Plan Comparison

Plan Details (In Network)	Traditional \$4,000/\$8,000 Plan	\$5,000/\$10,000 HDHP 80%	\$5,000/\$10,000 HDHP 100%
Provider Network	Cigna PPO	Cigna PPO	Cigna PPO
HSA Compatible	No	Yes	Yes
Deductible (Embedded) Plan Year	\$4,000 / Individual \$8,000 / Family	\$5,000 / Individual \$10,000 / Family	\$5,000/ Individual \$10,000/ Family
Out-of-Pocket Max (Embedded) Plan Year	\$8,000 / Individual \$16,000 / Family	\$7,050 / Individual \$14,100 / Family	\$5,000/ Individual \$10,000/ Family
Out-of-Network Coverage	Yes	Yes	Yes
Coinsurance	20%	20%	20%
Preventive Care	Covered 100%	Covered 100%	Covered 100%
Primary Care Visit	\$25 Copay	20% AD	0% AD
Specialist Visit	\$50 Copay	20% AD	0% AD
Urgent Care	\$50 Copay	20% AD	0% AD
Inpatient & Outpatient Services	20% AD	20% AD	0% AD
Emergency Room	\$250 Copay AD	20% AD	0% AD
Pharmacy- Retail Only (30 Days)			
Generic Drugs	\$5 Copay	20% AD	0% AD
Non-Preferred Generic Drugs & Brand Name	\$25 Copay	20% AD	0% AD
Non-Preferred Brand-Name Drugs	\$75 Copay	20% AD	0% AD
Specialty Drugs (90-day supply)	20% AD	20% AD	0% AD
Mail Order (90-day supply)	x2.5 Copay	20% AD	0% AD



Medical

Angle Health- Traditional \$4,000/\$8,000 Plan

Plan Year Benefits	In-Network You Pay	Out-of-Network You Pay
Deductible	\$4,000/ Individual \$8,000/ Family	\$8,000 / Individual \$16,000 / Family
Coinsurance	20%	50%
Out-of-Pocket Maximum	\$8,000 / Individual \$16,000 / Family	\$16,000 / Individual \$32,000 / Family
Preventive Care	100% Covered	Not Covered
Office Visits		
Primary Care	\$25 Copay	50% AD
Specialist	\$50 Copay	50% AD
Virtual Visits	\$0 Copay	Not Covered
Urgent Care	\$50 Copay	50% AD
Emergency Room	\$250 Copay AD	\$250 Copay AD
Hospital Services		
Minor Lab Testing and X-Ray	20% AD	50% AD
Major Diagnostic and Imaging Services	20% AD	50% AD
Inpatient Hospital	20% AD	50% AD
Outpatient Surgery	20% AD	50% AD
Pharmacy - Retail 31 Day supply		
Generic Drugs	\$5 Copay	Not Covered
Non-Preferred Generic Drugs & Brand Name	\$25 Copay	Not Covered
Non-Preferred Generic and Brand-Name Drugs	\$75 Copay	Not Covered
Specialty Drugs (90 Day Supply)	20% AD	Not Covered
Mail Order 90 Day supply	2.5x Copay	Not Covered

AD = After Deductible

[Download the Full Plan Summary](#) ↓

[Angle Provider Search](#) ↗



Medical

Angle Health- 80% - \$5,000/\$10,000 HDHP

Plan Year Benefits	In-Network You Pay	Out-of-Network You Pay
Deductible	\$5,000/ Individual \$10,000/ Family	\$10,000 / Individual \$20,000 / Family
Coinsurance	20%	50%
Out-of-Pocket Maximum	\$7,050 / Individual \$14,100 / Family	\$16,000 / Individual \$32,000 / Family
Preventive Care	100% Covered	Not Covered
Office Visits		
Primary Care	20% AD	50% AD
Specialist	20% AD	50% AD
Virtual Visits	\$0 Copay	Not Covered
Urgent Care	20% AD	50% AD
Emergency Room	20% AD	20% AD
Hospital Services		
Minor Lab Testing and X-Ray	20% AD	50% AD
Major Diagnostic and Imaging Services	20% AD	50% AD
Inpatient Hospital	20% AD	50% AD
Outpatient Surgery	20% AD	50% AD
Pharmacy - Retail 31 Day supply		
Generic Drugs	20% AD	Not Covered
Non-Preferred Generic Drugs & Brand Name	20% AD	Not Covered
Non-Preferred Generic and Brand-Name Drugs	20% AD	Not Covered
Specialty Drugs (90 Day Supply)	20% AD	Not Covered
Mail Order 90 Day Supply	20% AD	Not Covered

AD = After Deductible

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Medical

Angle Health- 100% - \$5,000/\$10,000 HDHP

Plan Year Benefits	In-Network You Pay	Out-of-Network You Pay
Deductible	\$5,000/ Individual \$10,000/ Family	\$10,000 / Individual \$20,000 / Family
Coinsurance	20%	50%
Out-of-Pocket Maximum	\$5,000 / Individual \$10,000 / Family	\$11,000 / Individual \$22,000 / Family
Preventive Care	100% Covered	Not Covered
Office Visits		
Primary Care	0% AD	50% AD
Specialist	0% AD	50% AD
Virtual Visits	\$0 Copay	Not Covered
Urgent Care	0% AD	50% AD
Emergency Room	0% AD	0% AD
Hospital Services		
Minor Lab Testing and X-Ray	0% AD	50% AD
Major Diagnostic and Imaging Services	0% AD	50% AD
Inpatient Hospital	0% AD	50% AD
Outpatient Surgery	0% AD	50% AD
Pharmacy - Retail 30 Day Supply		
Generic Drugs	0% AD	Not Covered
Non-Preferred Generic Drugs & Brand Name	0% AD	Not Covered
Non-Preferred Generic and Brand-Name Drugs	0% AD	Not Covered
Specialty Drugs (90 Day Supply)	0% AD	Not Covered
Mail Order 90 Day Supply	0% AD	Not Covered

AD = After Deductible

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[Angle Provider Search](#) ↗

Telemedicine

Doctor On Demand

Online doctors available 24/7

Access to board certified physicians, psychiatrists, psychologists, and therapists are always available, anytime and anywhere with Doctor On Demand's (DOD) Total Virtual Care™. Through your health plan, you have the benefit of seeing your favorite DOD provider right from your smartphone, tablet or computer. Depending on the health benefit plan you are enrolled in, you can see a Doctor On Demand medical provider, psychiatrist or psychologist with a \$0 copay.



Everyday Care:

Skin care, rashes
Acne
Hair loss
Eczema
Asthma
Sexual health
And more

[Everyday Care >](#)



Urgent Care

Cold & flu
COVID
Sinus infections
UTIs
Cough & fever
Yeast infections
And more

[Urgent Care >](#)



Online Therapy

Anxiety
Depression
Stress
Grief & loss
Postpartum
PTSD
And more

[Online Therapy >](#)



Online Psychiatry

Mood disorders
Psychiatric evaluations
Initial diagnosis
Medication management
And more

[Online Psychiatry >](#)

[Click here to learn more!](#)





Item # 9.

Dental

Dental Select/Ameritas- Platinum Network

Plan Features	In-network You Pay
Calendar Year Deductible	\$50 Individual \$150 Family
Annual Year Benefit Maximum	
Year 1 Benefit Period	\$1,500 Per Person
Year 2 Benefit Period	\$1,600 Per Person
Year 3 Benefit Period	\$1,800 Per Person
Year 4 + Benefit Period	\$2,000 Per Person
Preventive Services (e.g. cleanings, exams, x-rays) No Waiting Period	100% Covered
Basic Services (e.g. fillings, extractions) No Waiting Period	20% AD
Major Services (e.g. dentures, crowns, endodontics, periodontics) No Waiting Period	50% AD
Orthodontics (For Children under 19) 12 Month Waiting Period	50%
Orthodontic Lifetime Maximum	\$1,000 per person
Out-of-Network	You are responsible for the difference between the plan payment and provider's standard fee

AD = After Deductible[Download the Full Plan Summary](#) ↓[Provider Search](#) ↗



Vision

Dental Select- EyeMed Select Network

Driving to work, reading a news article and watching TV are all activities you likely perform every day. Your ability to do all of these activities depends on your vision and eye health. Vision insurance can help you maintain your vision as well as detect various health problems.

	In-network You Pay	Out-of-network Plan Reimburses You
Exam (once every 12 months)	\$10 Copay	Up to \$45
Frames (once every 12 months)	\$130 allowance	Up to \$45
Lenses (once every 12 months)		
Single Vision	Covered In Full	Up to \$40
Bifocal	Covered In Full	Up to \$60
Trifocal	Covered In Full	Up to \$80
Progressive	See Lens Options	No Benefit
Contact Lenses in Lieu of Eyeglass Lenses (once every 12 months)		
Contact Fit & Follow up exam	Standard \$40	No Benefit
Elective	\$150 allowance	Up to \$150
Medically Necessary	\$0 Copay; Paid In Full	Up to \$210

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Health Savings Account

HealthEquity

A Health Savings Account (HSA) paired with our qualified high deductible health plan helps you and your family plan, save and pay for qualified health care expenses. An HSA empowers you to build savings for health care expenses in a tax advantaged account.

Advantages of Health Savings Accounts

A Health Savings Account (HSA) is a tax advantaged savings account that you own and control. Here are some of the benefits:

- › Funds roll over from year-to-year and never expire
- › Portable when you move jobs or retire
- › Triple tax advantage: you won't pay taxes on contributions, distributions, or earnings
- › Able to invest your funds to grow your money tax-free
- › Contribution elections can be changed mid-year without a life event

Who Is Eligible?

You must be enrolled in our qualified high deductible health plan and meet the following requirements:

- › Have no other health insurance coverage except what's permitted by the IRS
- › Not be enrolled in Medicare
- › Not be claimed as a dependent on someone else's tax return

How Much Can I Contribute to an HSA?

Each year the IRS establishes the maximum contribution limit. The chart below represents the limits for 2024 & 2025. These limits are for the total funds contributed, including company contributions, your contributions and any other contributions. Please keep in mind you can change your HSA allocation at any time during the plan year.

IRS HSA Limits

	2024	2025
Single	\$4,150	\$4,300
Family	\$8,300	\$8,550

At age 55, an additional \$1,000 contribution is allowed annually

Watch Now ›
What is an HSA?



00:01 / 02:00

Health Savings Account

HealthEquity

What Is A Qualified Health Care Expense?

You can use money in your HSA to pay for any qualified health care expenses for you, your spouse and your tax dependents, even if they are not covered on your plan. Examples of qualified health care expenses include: your insurance plan deductibles, copayments, and coinsurance; doctor's office visits; prescriptions; dental treatments and x-rays; and eyeglasses and vision exams. You can use money in your HSA to pay for any qualified health care expenses you, your legal spouse and your tax dependents incur, even if they are not covered on your plan. Qualified health care expenses are designated by the IRS (Publication 502). They include medical, dental, vision and prescription expenses not covered by the insurance carrier.

Important

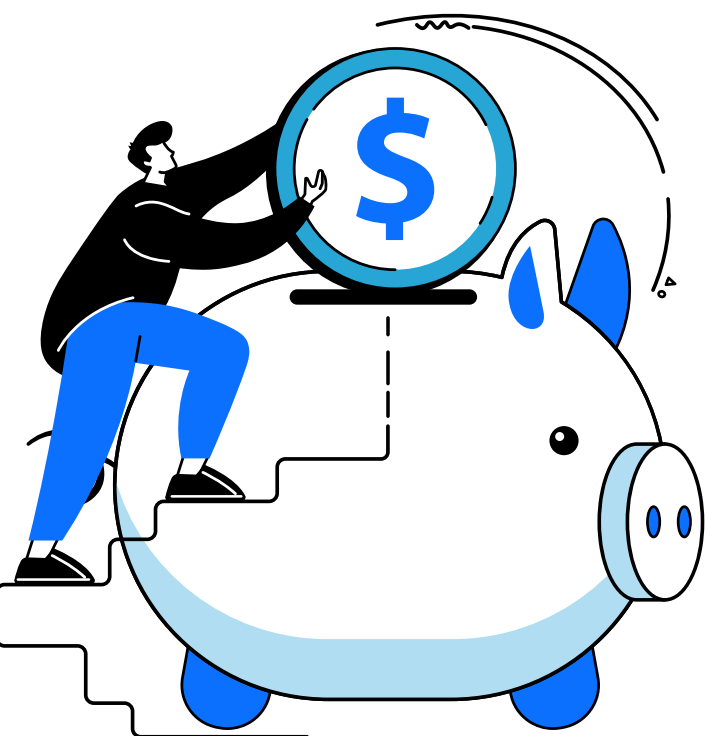
Any funds you withdraw for non-qualified expenses will be taxed at your income tax rate plus a 20% tax penalty if you're under age 65. After age 65, you pay taxes but no penalty.

Documentation is Key

An HSA can be used for a wide range of health care services within the limits established by law. Be sure you understand what expenses are HSA qualified and be able to produce receipts for those items or services that you purchase with your HSA. You must keep records sufficient to show that:

- › The distributions were exclusively to pay or reimburse qualified medical expenses,
- › The qualified expenses had not been previously paid or reimbursed from another source, and
- › The qualified expense had not been taken as an itemized deduction in any year. Do not send these records with your tax return. Keep them with your tax records.

 **Qualified Medical Expenses**



Scoring Transit 2025 Operations RFP									
	1	2	3	4	5	6	Total Score	% of Possible	Average Score
MTRWestern	66	66	70	69	52	62	385	64.17%	64.1667
MV	73	77	77	73	82	73	455	75.83%	75.8333
RTW	84	85	88	83	85	83	508	84.67%	84.6667

Sandy RFP Scoring

		Experience/ Ability		Approach		Cost		Efficiency		Interview		DBE		Total	
POINTS		0-25		0-20		0-20		0-20		0-10		5		100	
1	MTR	20		18		15		10		3		0		66	
	MV	23		18		10		15		7		0		73	
	RTW	21		15		20		20		8		0		84	
2	MTR	16		15		12		16		7		0		66	
	MV	23		18		10		18		8		0		77	
	RTW	22		17		19		18		9		0		85	
3	MTR	20		15		15		15		5		0		70	
	MV	25		15		12		20		5		0		77	
	RTW	20		20		20		20		8		0		88	
4	MTR	19		16		15		13		6		0		69	
	MV	23		18		10		15		7		0		73	
	RTW	22		16		20		18		7		0		83	
5	MTR	20		14		10		3		5		0		52	
	MV	25		18		16		15		8		0		82	
	RTW	17		18		20		20		10		0		85	
6	MTR	20		18		8		10		6		0		62	
	MV	22		18		5		19		9		0		73	
	RTW	20		16		19		19		9		0		83	
Total		MTR		115		96		75		67		32		0	
Average				19.167		16		12.5		11.17		5.333333333		0	
														385 64.16667 	

Total	MV	141	105	63	102	44	0
Average		23.5	17.5	10.5	17	7.333333333	0
Total	RTW	122	102	118	115	51	0
Average		20.3	17.0	19.7	19.2	8.5	0.0

455 | 75.83333 |

508 | 84.66667 |

POINTS	Experience/Approach		Cost	Efficiencies	Interview	DBE
	Ability 0-25	h 0-20				
MTRWestern	115	96	75	67	32	0
MV	141	105	63	102	44	0
RTW	122	102	118	115	51	0