



CITY COUNCIL MEETING

Monday, November 20, 2023 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

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

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/87018638255>

Or by phone: (253) 215-8782; Meeting ID: 87018638255

CITY COUNCIL WORK SESSION: 6:00 PM

- [1.](#) Feasibility Study Update for Community Campus Annex Building

CITY COUNCIL REGULAR MEETING: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

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

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

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

RESPONSE TO PREVIOUS PUBLIC COMMENTS

CONSENT AGENDA

- [2.](#) City Council Minutes: November 6, 2023
- [3.](#) Appointment of Library District Advisory Committee (LDAC) Representative
- [4.](#) Planning Commission Appointments

5. Resolution 2023-33: Business Oregon Funding for Alder Creek Water Treatment Plant Improvements and Assessment

PRESENTATIONS

6. Mt. Hood Community College Strategic Plan

MHCC President Dr. Lisa Skari; Board of Education Director Andrew Speer; Board of Education Director Marie Teune

NEW BUSINESS

7. Public Hearing - Resolution 2023-34: Temporary Extension of Moratorium on New Wastewater Connections

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

Meeting Type: City Council Work Session
Meeting Date: November 20, 2023
From: Rochelle Anderholm-Parsch, Parks and Recreation Director
Subject: Feasibility Study Update for the Community Campus Annex Building

PURPOSE / OBJECTIVE:

To deliver an update and gather feedback on the feasibility study conducted by Polymath Studio Architecture, LLC. This update incorporates 3-D renderings depicting small, medium, and large renovation options for the Annex Building (formerly known as the 'bunker building') to improve clarity and delves into rough order of magnitudes (ROM), or very high-level, cost estimates for each of the design options.

BACKGROUND / CONTEXT:

A feasibility study for the Annex Building by Polymath and preliminary visioning by the Community Campus Subcommittee (CCS) are ongoing. Since the last Council [work session on October 2, 2023](#), notable developments include:

1. **Visioning Progress:** CCS continues to meet to address access, use, and renovation goals, integral to the feasibility study.
2. **3-D Renderings:** Polymath has created 3-D renderings to enhance the visual representation of the project so the council and the CCS can provide input on small, medium, and large concepts.
3. **Very Preliminary Cost Estimates:** Initial cost estimates have been developed for each design option.
4. **Evaluation of Funding Constraints and Opportunities:** Initial consideration has been given to how the project fits within the Sandy Urban Renewal Budget, as well as potential sources of funding.

The ongoing visioning and feasibility study aim to align these goals and considerations to shape the future of the Annex Building and its potential as a civic center.

KEY CONSIDERATIONS / ANALYSIS:

Since the commencement of the feasibility study and preliminary visioning, several considerations have been discussed:

1. **Facility Assessment:** The [2020 facility assessment](#) has been reviewed and incorporated into the visioning process, serving as a foundational document for space needs analysis.

2. **Financing:** Analyzing financing options for Annex Building renovations is crucial, incorporating information from the [November 6, 2023 SURA](#) meeting and associated budget opportunities and constraints.
3. **Timeline:** The feasibility study remains on track, with concept designs, cost analysis, and a summary report expected to be delivered as scheduled by January 2024. The preliminary visioning work by the CCS continues to parallel this timeline.
4. **Utilization and Space Analysis:** There are ongoing efforts to determine the optimal use of the available square footage. Staff is actively evaluating potential uses for the Annex Building, taking into account input from staff, the Community Campus Subcommittee (CCS), and the evolving needs of the community. Furthermore, the CCS and staff will persist in addressing the question regarding the purpose and utilization of existing buildings should functions and businesses be relocated to the Annex or consolidated.

NEXT STEPS:

At its retreat on December 2nd, the Sandy Urban Renewal Board will discuss the strategic direction of the Agency and will discuss priorities for the Agency's remaining bonding capacity. Renovation of the Annex Building is a significant potential recipient of SURA funds.

BUDGET IMPACT:

The Annex Building feasibility study contract with Polymath Studio Architecture totaled \$22,000.

RECOMMENDATION:

No specific action is requested at this time. Council and the CCS's feedback on goals, scope, and budget refinement is vital for the project, and staff will continue to engage the CCS and council in this process.

LIST OF ATTACHMENTS / EXHIBITS:

Renderings illustrating small, medium, and large renovation alternatives for the Annex Building. *(Will be added to the packet after initial packet publication; anticipated on 11/17/2023. Input from the 11/16/2023 CCS meeting must be incorporated first).*



SANDY CIVIC CENTER

Preliminary Design Study - November 17, 2023

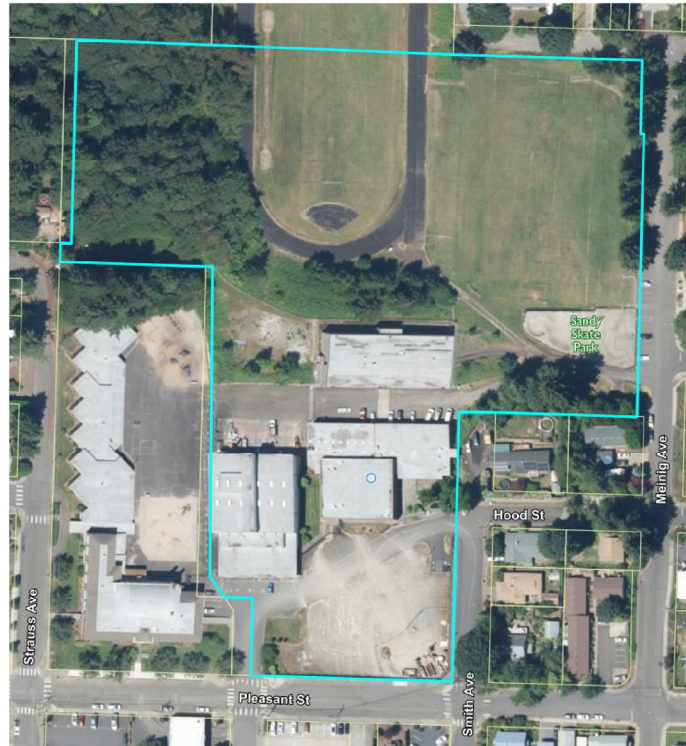
OVERVIEW

- This document aims to assess the feasibility of renovating and repurposing the existing middle school annex building to better suit the city's needs over the next decade and beyond.
- Three degrees of renovation are presented here. The three options, "Small", "Medium" and "Large" have correspondingly increasing scopes of work. Each are shown here via both floor plans and 3D images.
- The three options build upon each other and are, with small exceptions, additive. Meaning that any features of the Small option will be included in the Medium option, and so forth.
- Following the three options are images of a proposed alternative scope of work for the exterior of the building to bring it fully into compliance with the Sandy Style described in the City zoning code.
- Also included are detailed floorplans showing possible arrangements of typical rooms within the building if they were to be put to various uses.
- All of the options share common assumptions about the scope of work outside of the building in the form of parking, planting and various pedestrian improvements. At this phase of the planning process little differentiates the site work between the three options, though that will change once a path forward is selected. A preliminary master plan is presented towards the end of the document as a basis for discussion.
- A note on cost projections: The cost projections included with each of the options are all works in progress. They are based on recent cost data for similar projects in the area. They have not been reviewed by any contractors or cost estimators and should be expected to evolve as the process moves forward. The working spreadsheet used to create these projections is included at the end of this document.

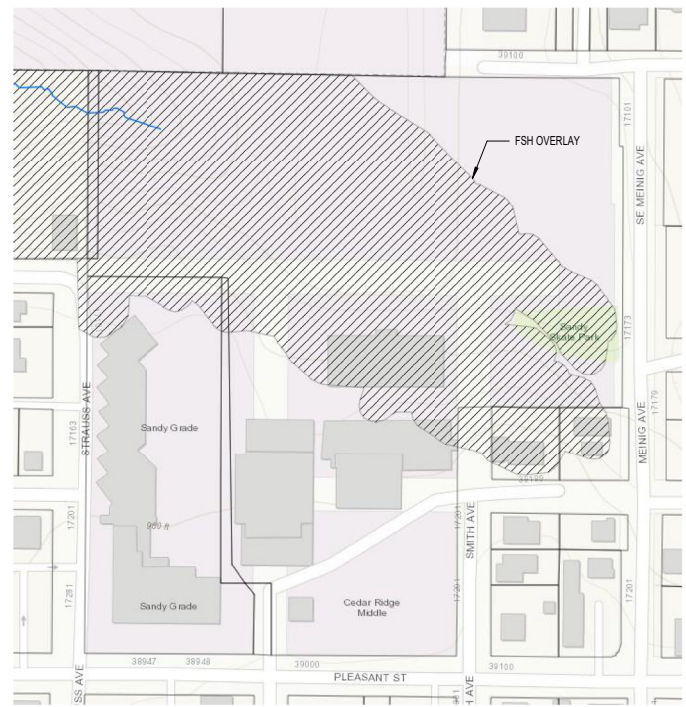
MASTER PLAN W/ SITE IMPROVEMNTS \$600k - \$780k

This plan shows the broader site that is home to the middle school annex and addresses the areas immediately adjacent to it via the following:

- Respects the easement at the southwest corner of the property which provides continued access for the school district
- Street trees and plantings along Pleasant Street
- A parking lot with room for 118 vehicles
- A pedestrian walkway through the parking lot with plantings and an arbor
- New development sites along Pleasant Street
- Pedestrian access through the new development sites allowing visitors to the renovated building to navigate the grade change between the current annex building and Pleasant Street
- Proposed access to the new park at both the east and west sides of the annex



2 Area Map
N.T.S.



3 FSH Overlay
N.T.S.







1 Master Plan Concept 01v2
N.T.S.

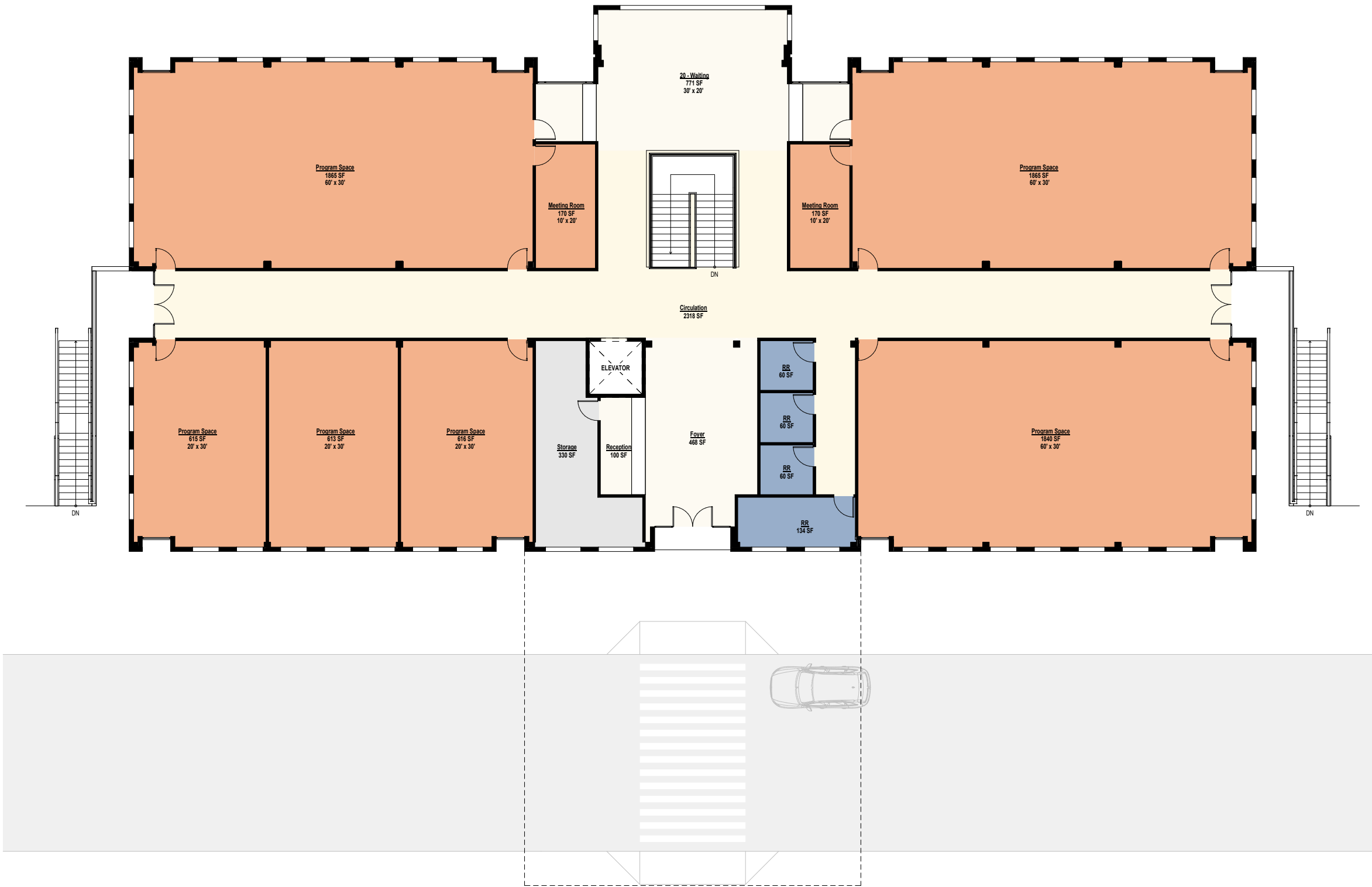
SMALL OPTION \$7.5 - \$9.8M

The Small option includes the following scope of work:

- A gable roof covering the entirety of the existing building
- A covered main entry
- 70 new windows + additional large viewing windows at the south
- Elevator access to the lower floor
- Renovated existing staircase



	7,356 sf		847 sf
	285 sf		3,388 sf













MEDIUM OPTION \$8.5 m - \$11.1 m

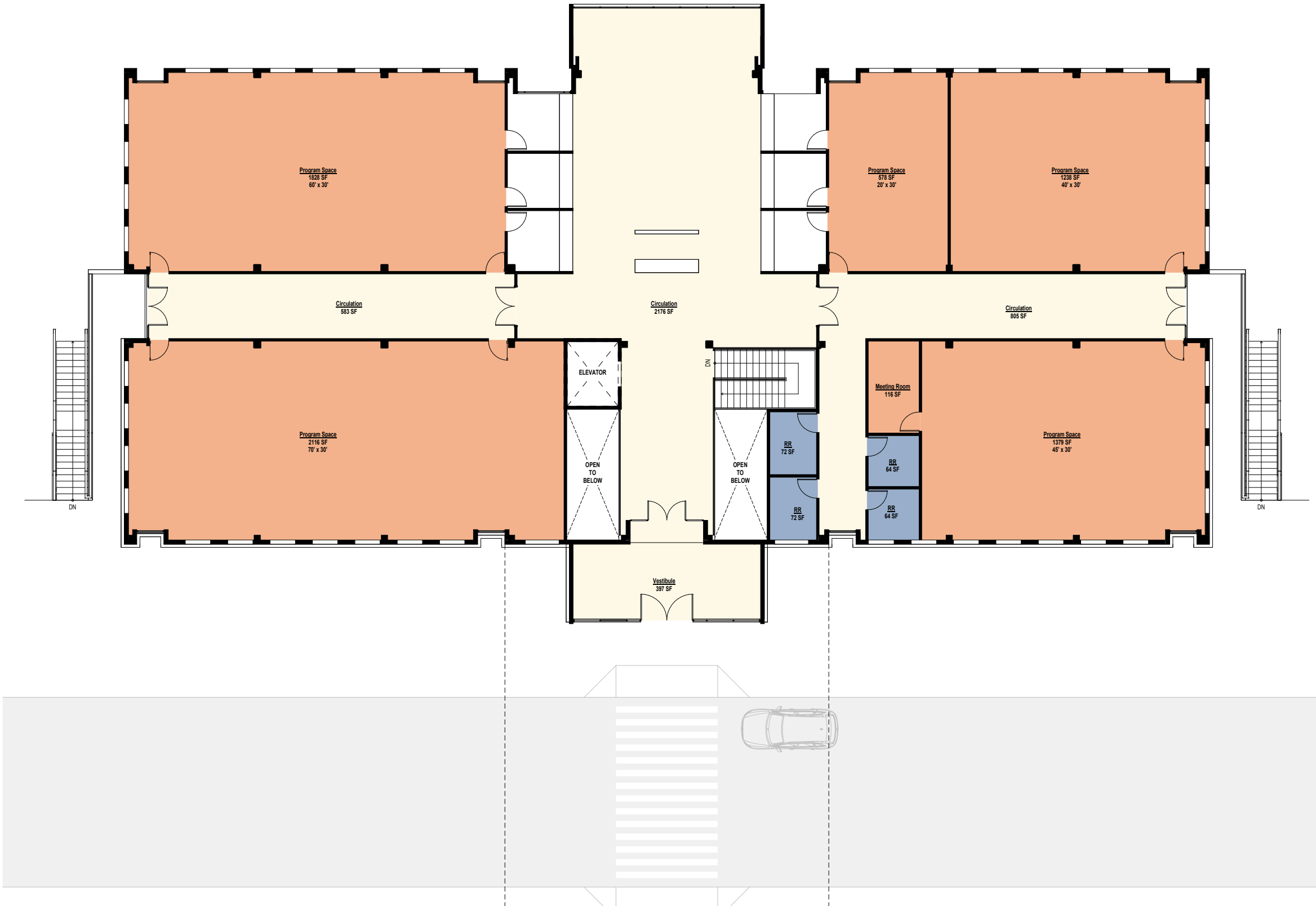
All of Small Option, plus:

- Port Cochere providing a covered pick up/drop off zone
- Secondary dormers
- New central staircase
- Central atrium enclosing the entry and lobby
- Floor openings at entry to provide daylighting to the basement lobby area

Note: Two basement floor plans are included in this option showing a possible alternate layout with a large program space at the west.

















LARGE OPTION \$12.9 m - \$14.9 m

All of Small and Medium Options, plus:

- Third floor - adding ~12,300 SF of program space
- Triple-height atrium at lobby + entry
- Basement auditorium

















RECLAD EXTERIOR \$300k - \$600k

One unique aspect of development within the City of Sandy is the “Sandy Style” required by section 17.90 of the city zoning code.

Each of the three options already presented feature exterior modifications that endeavor to bring the building more into compliance with the principles and prescriptions of the Sandy Style.

The following pages show a standalone alternative which could be applied to each of the three options. This alternative includes a comprehensive re-cladding of the existing building to bring it fully into conformance with the Sandy Style. This is achieved through the application the following Sandy Style features:

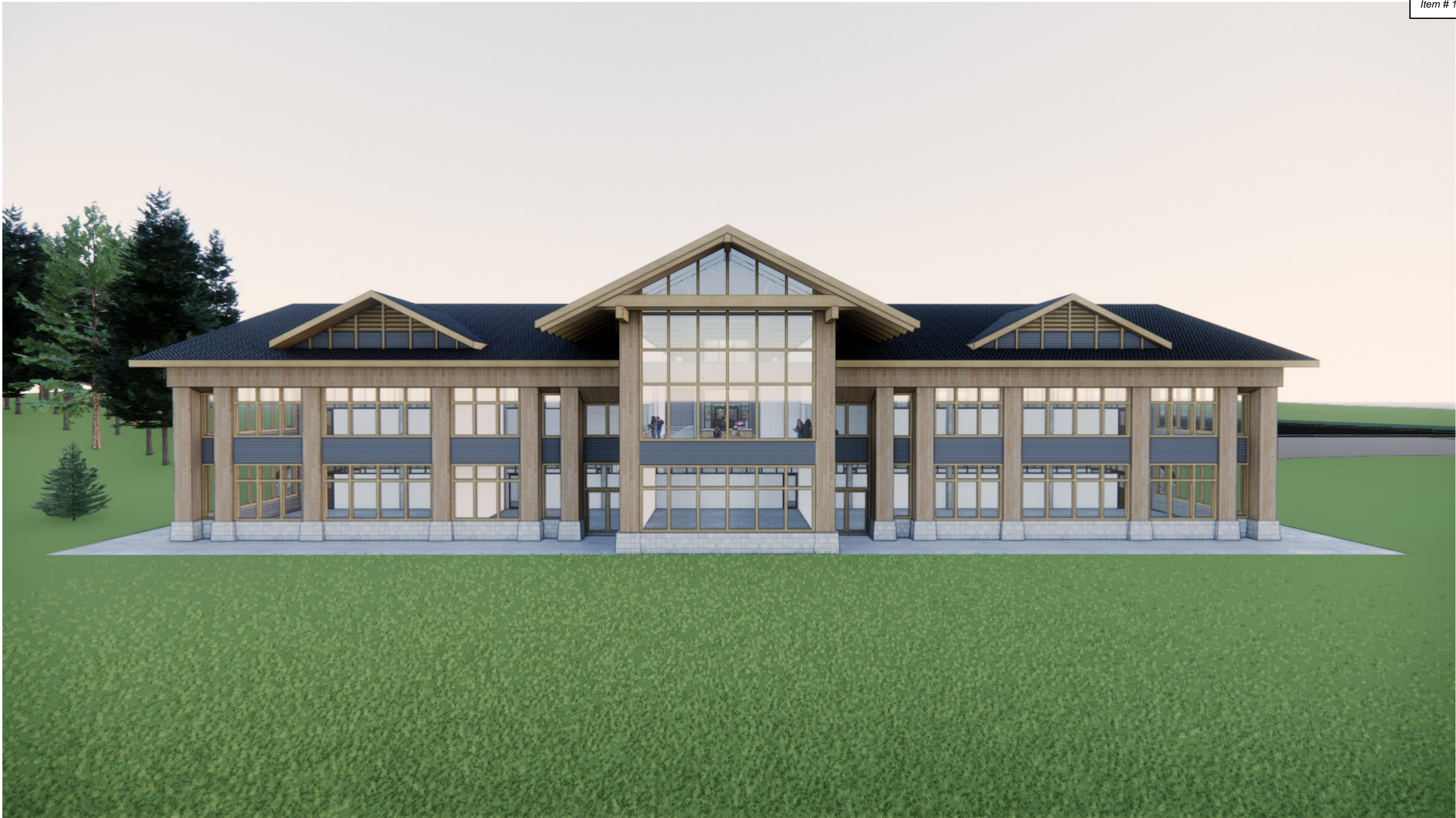
- A rusticated stone base
- Exposed heavy timber structure with heavy metal brackets
- Natural wood shingles
- Natural wood siding

While some of these features are utilized within the earlier options, this alternative proposes their application over the entirety of the building.







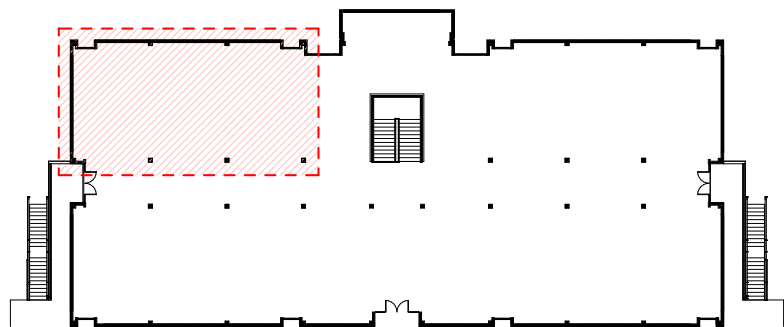






ROOM LAYOUT OPTIONS

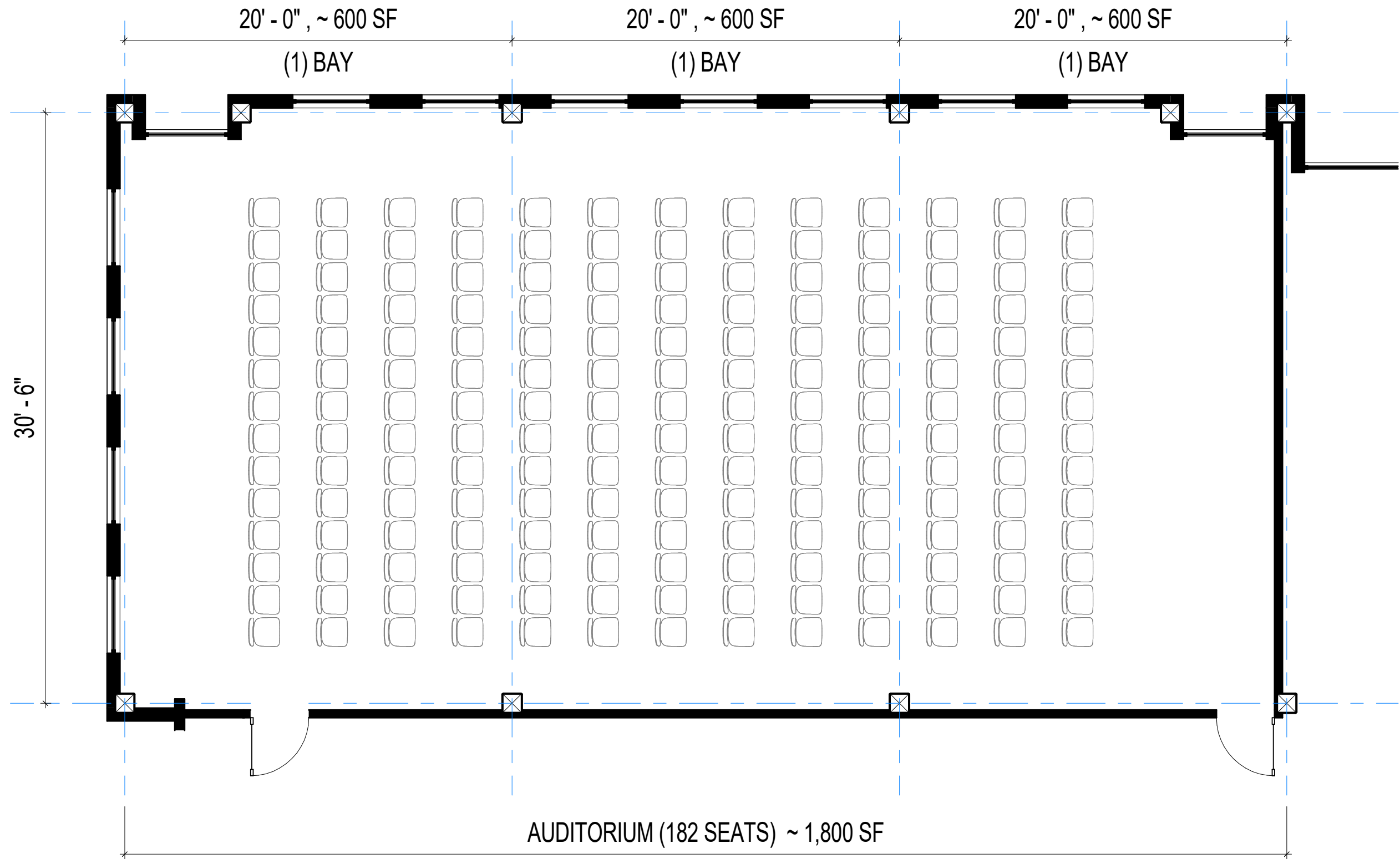
The following are layouts intended to show the flexibility of the annex building to support a wide variety of programs and individual uses. The basic structure of the building is such that it can provide large open areas which are easily subdivided as needed.

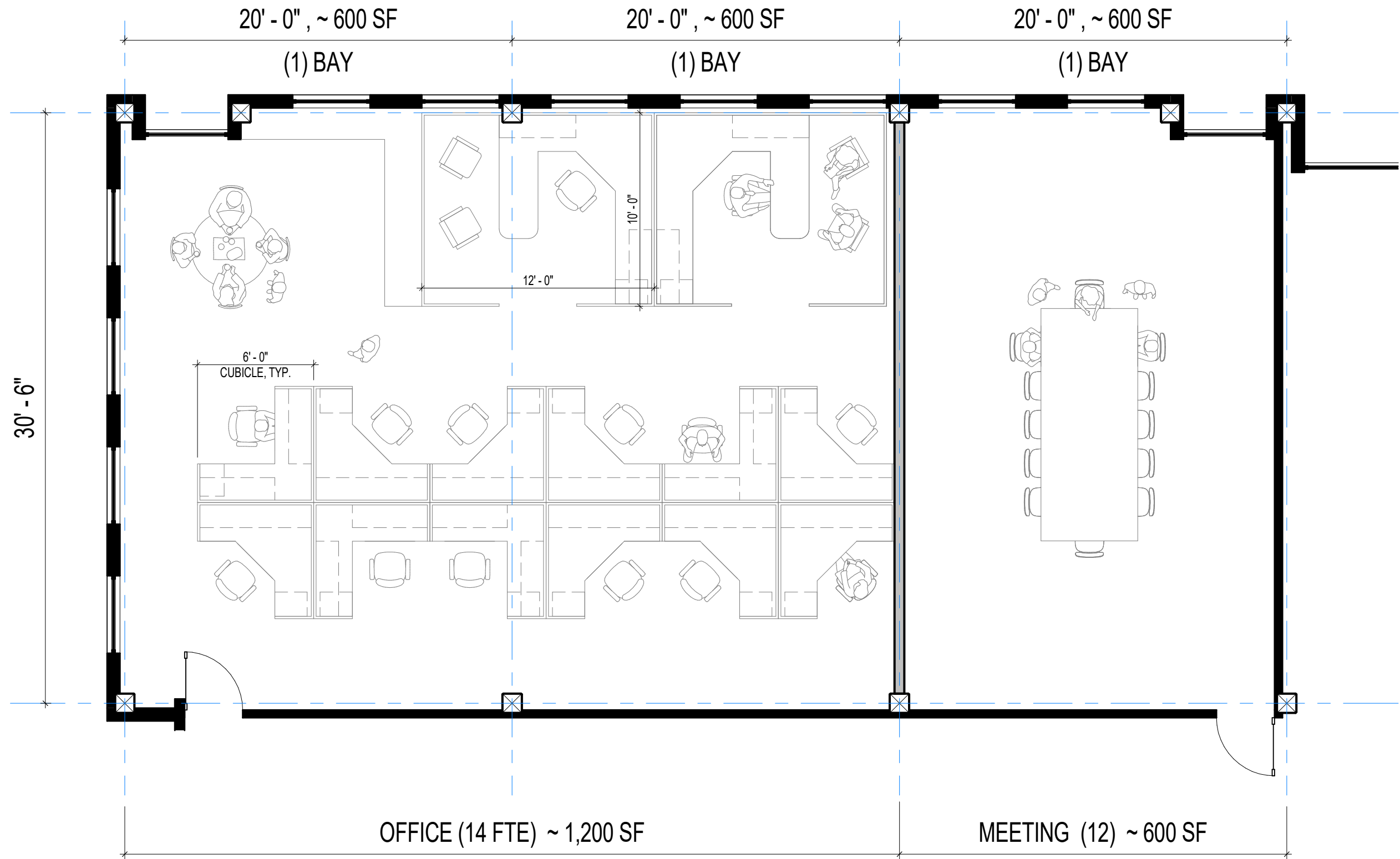


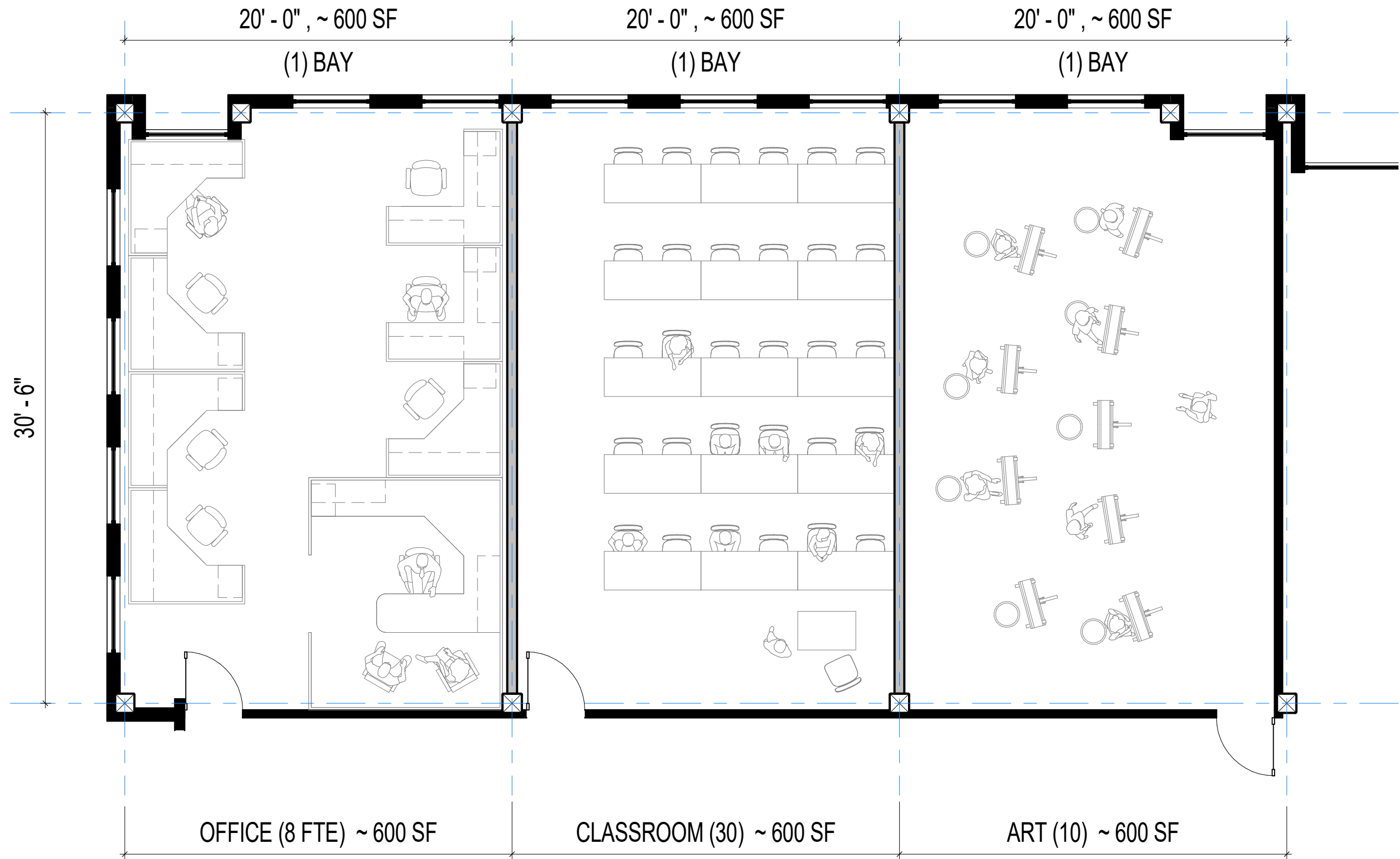
These layouts are focused on one quadrant of the building but could easily be mixed and matched throughout the basement and ground levels of to provide a variety of spaces in terms of size and possible function.

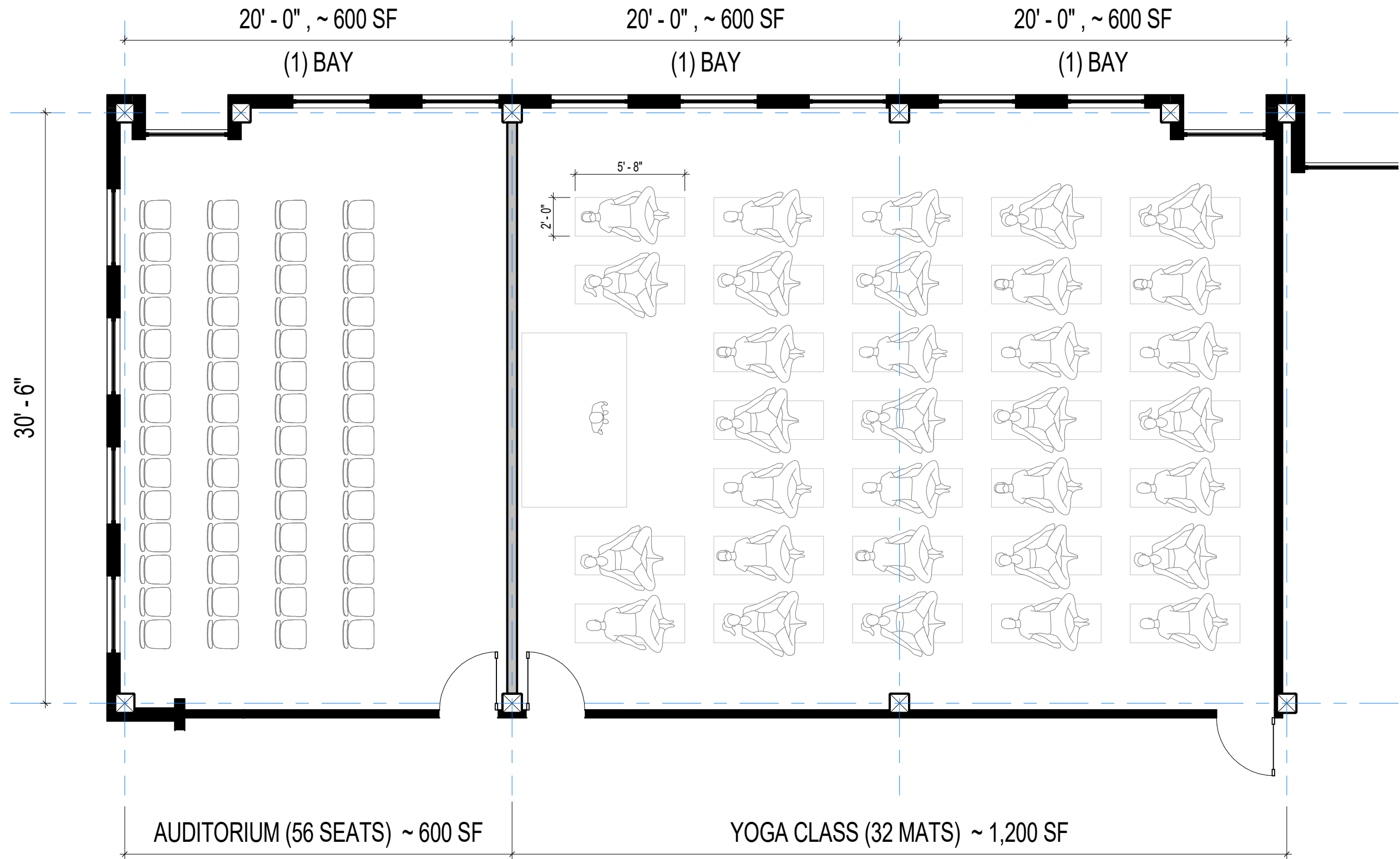
The layouts here are by no means exhaustive, but they do encompass a wide range of possible uses:

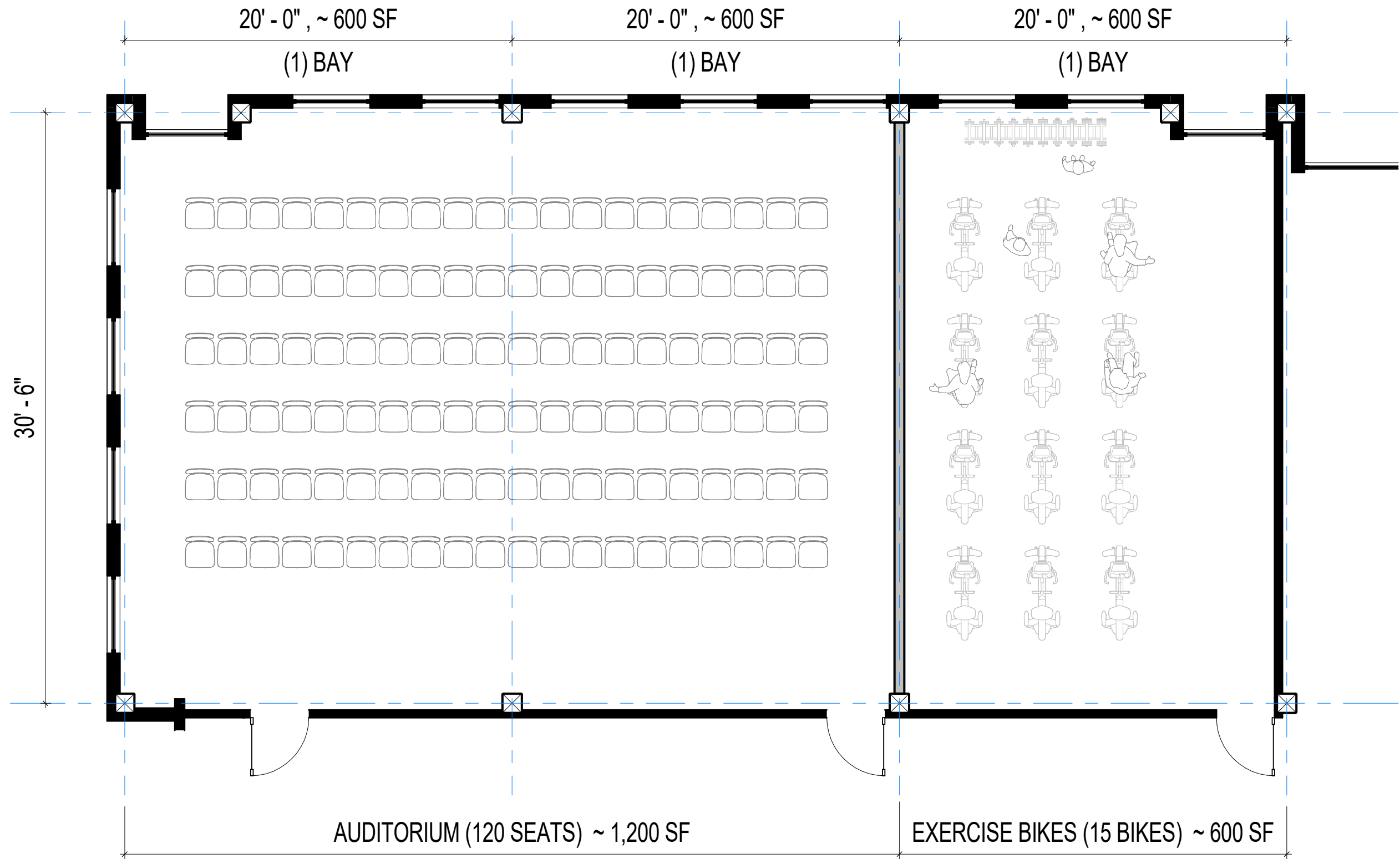
- Individual office
- Communal open office
- Meeting room
- Classrooms - including layouts for lecture, art or exercise classes
- A dining hall
- Food preparation and serving
- City Council Chambers
- Three sizes of auditoriums

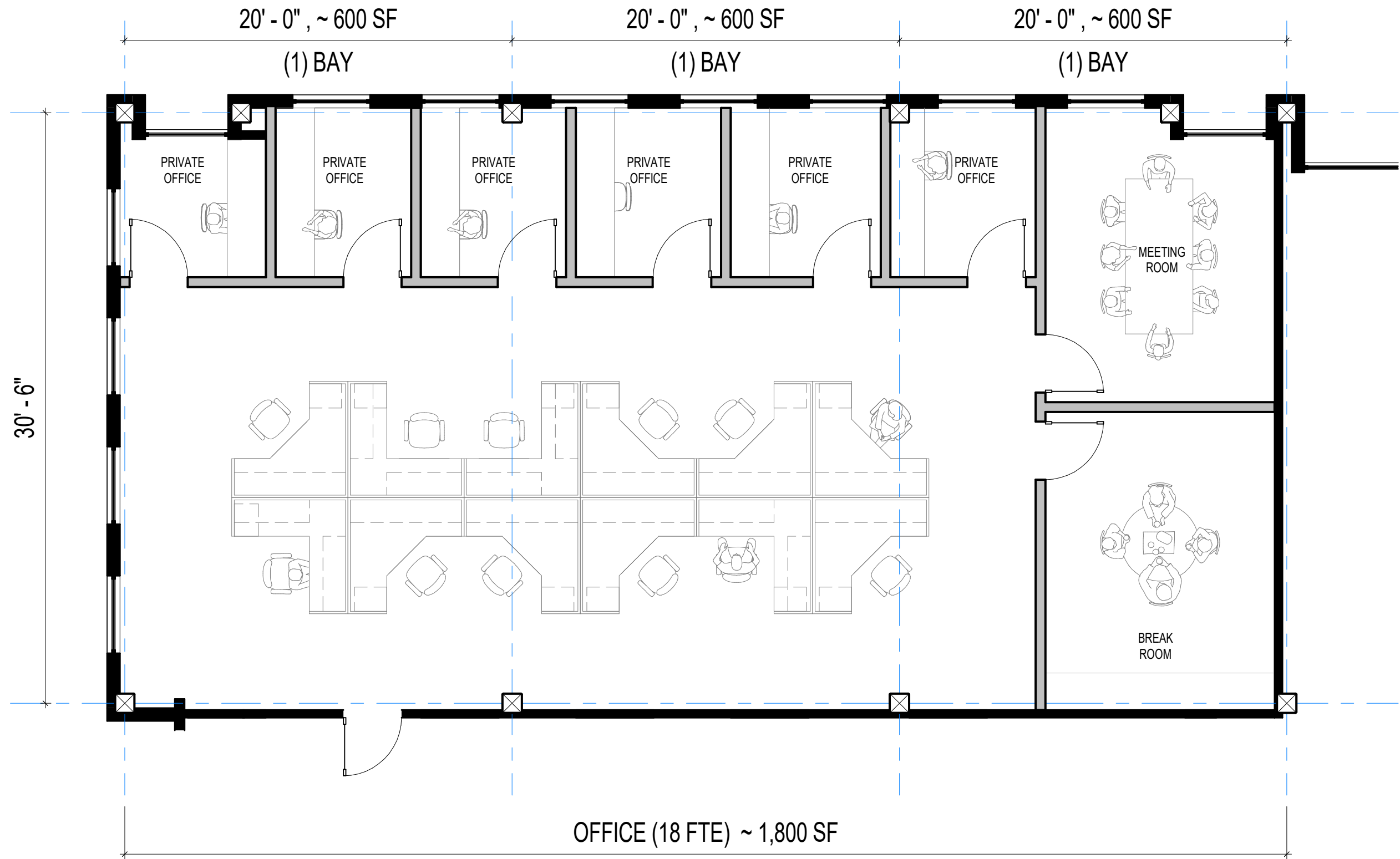


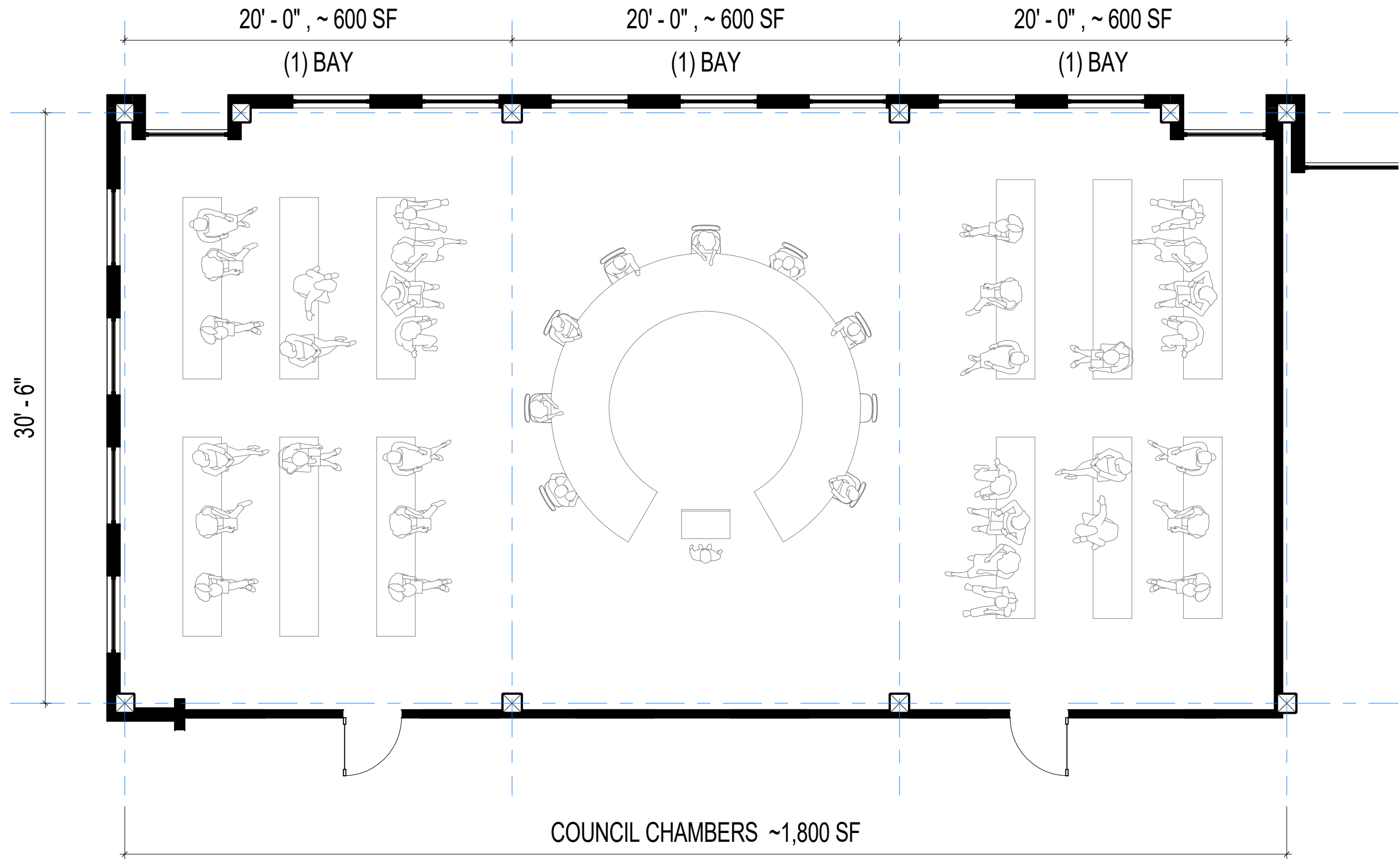


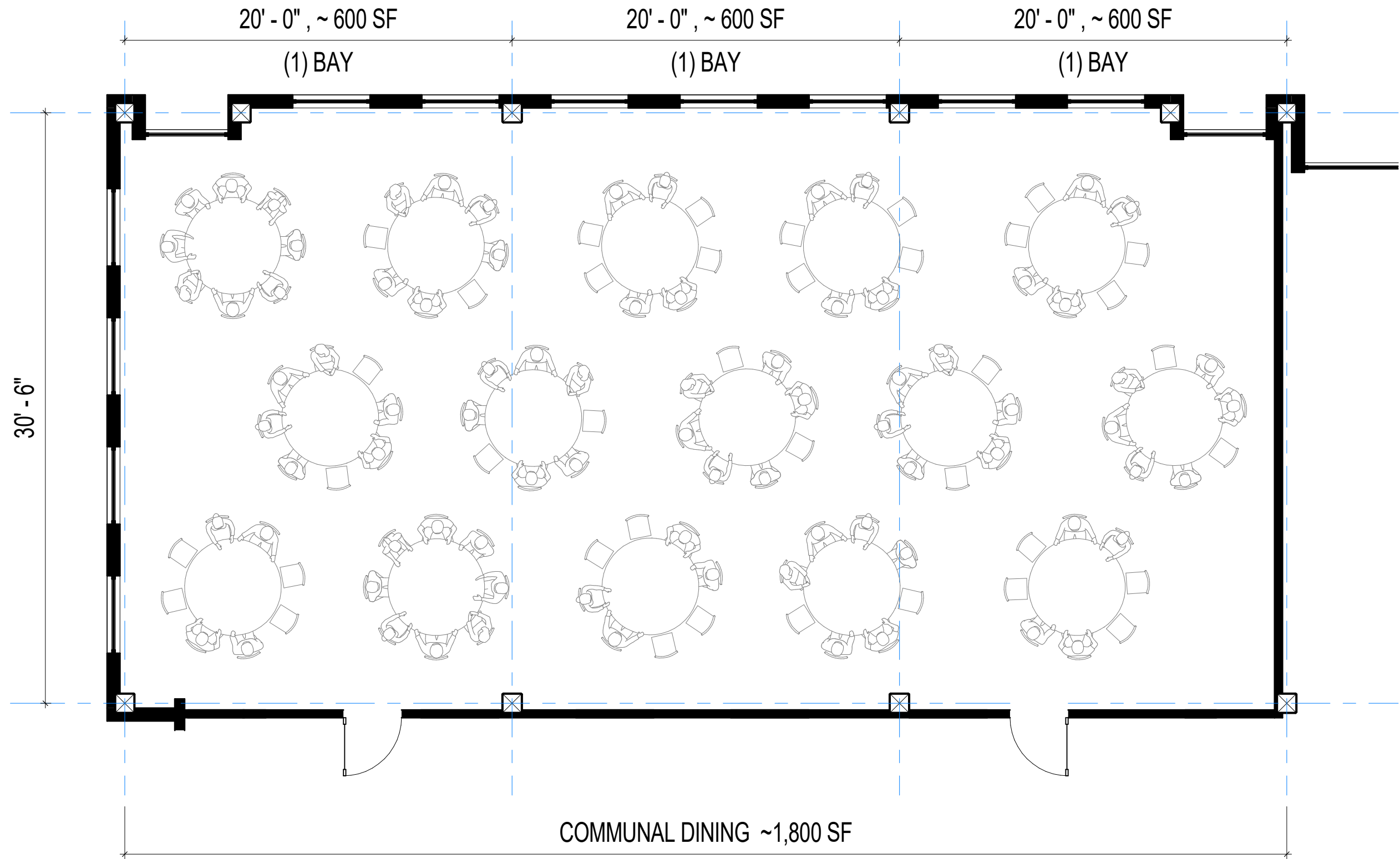


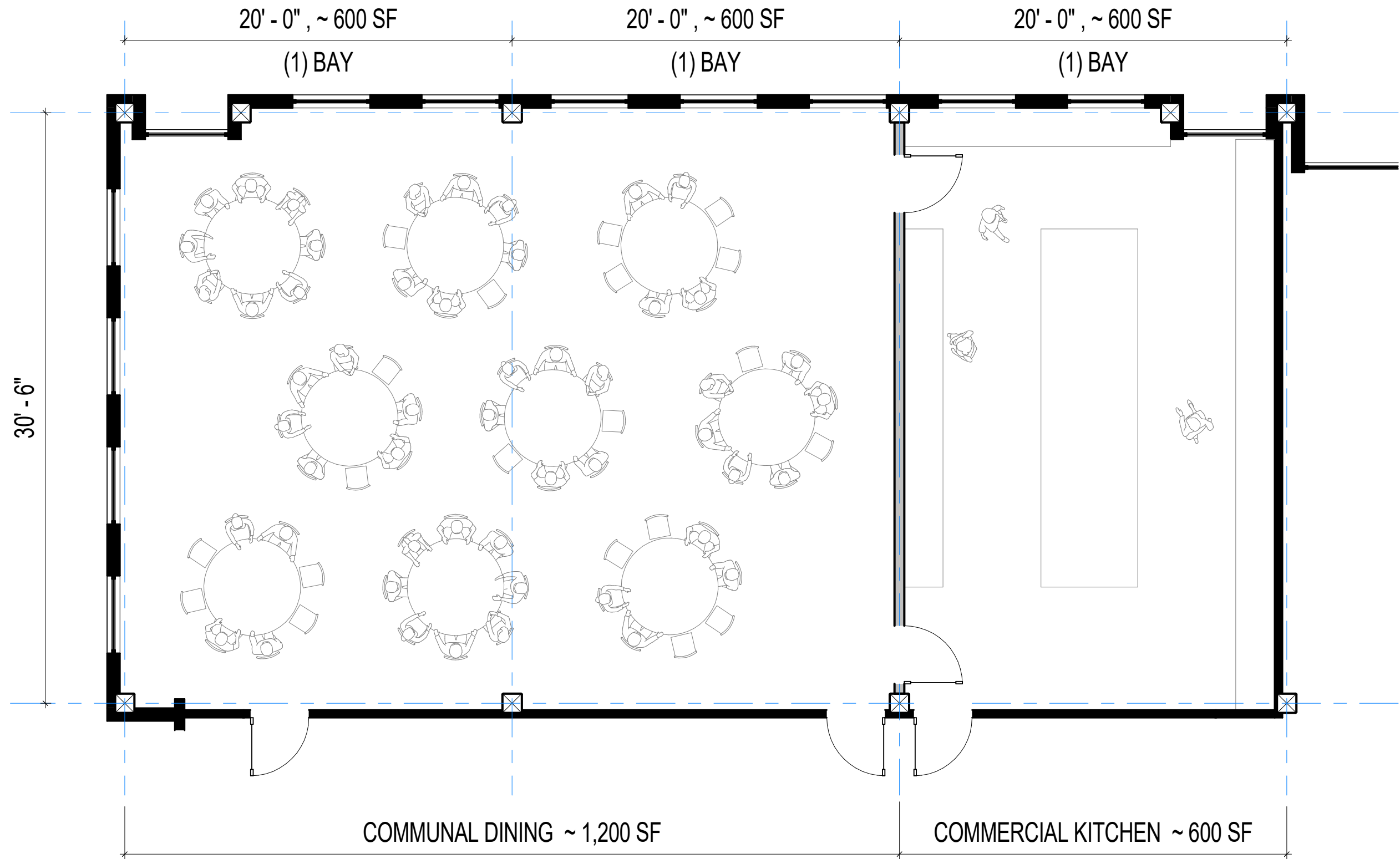












SANDY BUNKER BUILDING - FEASIBILITY STUDY

Project Cost Projections (Working)

16 November 2023

SMALL option	
Building Area (Light Reno)	7,000 sf
Cost/sf	\$175
	\$1,225,000
Building Area (Med Reno)	18,000 sf
Cost/sf	\$250
	\$4,500,000
Building Area (Heavy Reno)	0 sf
Cost/sf	\$350
	\$0
Building Area (New)	400 sf
Cost/sf	\$500
	\$200,000
Parking Lot / Site	60,000 sf
Cost/sf	\$10
	\$600,000
Construction Costs	\$6,525,000
Soft Costs (15%)	\$978,750
Low Estimate	\$7,503,750
Design Contingency (30%)	\$1,957,500
High Estimate	\$9,754,875

MEDIUM option	
Building Area (Light Reno)	7,000 sf
Cost/sf	\$175
	\$1,225,000
Building Area (Med Reno)	12,000 sf
Cost/sf	\$250
	\$3,000,000
Building Area (Heavy Reno)	6,000 sf
Cost/sf	\$350
	\$2,100,000
Building Area (New)	1,000 sf
Cost/sf	\$500
	\$500,000
Parking Lot / Site	60,000 sf
Cost/sf	\$10
	\$600,000
Construction Costs	\$7,425,000
Soft Costs (15%)	\$1,113,750
Low Estimate	\$8,538,750
Design Contingency (30%)	\$2,227,500
High Estimate	\$11,100,375

LARGE option	
Building Area (Light Reno)	7,000 sf
Cost/sf	\$175
	\$1,225,000
Building Area (Med Reno)	12,000 sf
Cost/sf	\$250
	\$3,000,000
Building Area (Heavy Reno)	6,000 sf
Cost/sf	\$350
	\$2,100,000
Building Area (New)	12,000 sf
Cost/sf	\$500
	\$6,000,000
Parking Lot / Site	60,000 sf
Cost/sf	\$10
	\$600,000
Construction Costs	\$12,925,000
Soft Costs (15%)	\$1,938,750
Low Estimate	\$14,863,750
Design Contingency (30%)	\$3,877,500
High Estimate	\$19,322,875

Extra Sandy Style v1 \$300-400k
 Extra Sandy Style v2 \$500-600k



CITY COUNCIL MEETING

Monday, November 06, 2023 at 7:00 PM
Sandy City Hall and via Zoom

MINUTES

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Councilor Don Hokanson

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

(none)

RESPONSE TO PREVIOUS PUBLIC COMMENTS

(none)

CONSENT AGENDA

1. City Council Minutes: October 16, 2023
2. Temporary Exception to the City Managers Signing Authority for the Community Campus Park Construction Project

In response to a Council question, staff recapped the public engagement process that has taken place with regard to playground and other infrastructure that will be installed at the Community Campus Park.

MOTION: Adopt the consent agenda.

Motion made by Councilor Exner, Seconded by Councilor Mayton.

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

MOTION CARRIED: 5-0**REPORT FROM THE CITY MANAGER**

- Overview of repairs to Tickle Creek Trail Bridge 1
- Reminder that City facilities will be closed on November 10th
- Board and commission applications are due by November 10th
- Upcoming volunteer opportunity to assist with trail preparation
- Government relations update from Nellie deVries:
 - HB 3414 appears to be coming back for consideration; funding opportunities may present themselves
 - Representative Breese-Iverson will remain on the Capital Cons
 - Update on a bill being developed by Meek and Bynum
 - Representative Blumenauer is retiring

COMMITTEE / COUNCIL REPORTSCouncilor Exner

- Suggestion to send the government relations one-pager on wastewater to the Council
- Recap of the recent tour of the Camp Creek Fire area

Councilor Walker

- Upcoming meeting with the County regarding assistance with Hoodland Library rent

Council President Smallwood

- Reminder on the upcoming Turkey Trot event
- Concerns regarding the turn lane markings at the new 362nd Ave / Hwy 26 intersection, and congestion experienced during school pickup
- Suggestion to prioritize advertisements for Winterfest events

Councilor Mayton

- Recent tour of the bunker building with staff

Mayor Pulliam

- AntFarm staff will brief the Council soon on coordination efforts related to homelessness

- Suggestions related to communications on the positive progress being made on homelessness
- Recap on Halloween events in the community
- Recent Community Campus Subcommittee work to analyze potential options for bunker building renovation

CLEAR AND OBJECTIVE CODE AUDIT WORK SESSION

3. Clear and Objective Audit Work Session

The Development Services Director provided introductory remarks. Kate Rogers and Cathy Corliss with MIG provided a presentation to the Council; slides were included in the agenda packet. After reviewing project logistics, they confirmed the Council's continuing support for the policy direction provided at the June 20, 2023 work session. Other initial discussion points included the fact that the State requires that if a housing type is allowed, it must be allowed through a clear and objective path (not conditional use); clarity on the meaning of 'oriented toward' a transit street; and discussion on usage of the term 'family' in the development code.

Further discussion ensued on the following issues:

- Explanation of the provisions and consequences of HB 3395 and SB 8
- Discussion on how this legislation overrides other zoning regulations if the development meets affordability requirements
- Discussion on the meaning of 'comparable zones' for the purposes of residential zone standards that will apply in commercial zones for affordable housing development under HB 3395
- Concern about affordable housing in village commercial areas far from downtown; discussion of potentially rezoning such areas
- Concern about public funding source award letters, and the potential for costs to increase
- Suggestion to increase the percentage of required performance bonds
- Discussion related to single room occupancy (SRO) requirements; differences between SRO and congregate living
- Discussion on parking requirements and whether requirements might discourage development; concern that overly stringent requirements could make people reluctant to report SRO occupancy; discussion on advantages and disadvantages of 1.5 parking spaces per room versus 1.0 spaces per room; after discussion majority support was expressed for 1.0 per room
- Discussion on how often similar clear and objective audits should be performed, especially given the current active legislative environment
- Discussion on minimum lot sizes and density standards in different zones, and suggestions to potentially amend the code to clarify the density per acre standards for duplexes. Guidance was provided by the City Attorney that the same requirements must be applied to duplexes that are applicable to single family homes

- Suggestion to potentially amend minimum lot size requirements generally, although that is a larger policy discussion

STAFF UPDATES

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

ADJOURN

DRAFT



STAFF REPORT

Meeting Type: City Council
Meeting Date: 11/20/2023
From: Sarah McIntyre, Library Director
Subject: Appointment of Library District Advisory Committee (LDAC) Representative

DECISION TO BE MADE:

Appoint Library Advisory Board members to the Library District Advisory Committee to represent the Sandy and Hoodland Libraries.

PURPOSE / OBJECTIVE:

According to Measure 3-310 LDAC representatives should be drawn from local library boards, and the governing body of each Library City appoints said representative.

BACKGROUND / CONTEXT:

Kathleen Draine has been the Sandy and Hoodland Library representative on the Library District Advisory Committee (LDAC) since 2019 She has decided after 4 years that it is time to tender her resignation and allow for someone new to represent Sandy and Hoodland. The Sandy / Hoodland Library Advisory Board met on November 1st to discuss representation on LDAC, and unanimously chose Bethany Shultz to recommend to the City Council for the position of LDAC member, and Lynne Pollard as an alternate.

KEY CONSIDERATIONS / ANALYSIS:

Bethany was approved by City Council to be a member of the Sandy / Hoodland Library Advisory Board in 2019. Bethany lives within the city limits of Sandy. She has lived in the Sandy area for many years and was previously on the Sandy City Council. Lynne Pollard has also been a Library Advisory Board member since 2019. She lives in the unincorporated area of Clackamas County in the Hoodland Service area. They are both excellent advocates of library services, and greatly interested in furthering the aims of the library.

RECOMMENDATION:

Appoint Bethany Shultz to the Library District Advisory Committee to represent the Sandy and Hoodland Public libraries and appoint Lynne Pollard as an alternate to LDAC.

SUGGESTED MOTION LANGUAGE:

“I move that we appoint Bethany Shultz as the Sandy and Hoodland Libraries representative on the Library District Advisory Committee, with Lynne Pollard as an alternate.”

LIST OF ATTACHMENTS / EXHIBITS:

none



STAFF REPORT

Meeting Type: City Council
Meeting Date: November 20, 2023
From: Jeff Aprati, Deputy City Manager
Subject: Planning Commission Appointments

DECISION TO BE MADE:

Whether to accept the interview panel's recommendations for appointments to the Planning Commission

BACKGROUND / CONTEXT:

Two seats on the [Planning Commission](#) (Seats 1 and 7) have terms that will expire at the end of 2023.

A three week application opportunity was advertised through the City's usual communication channels. Three applications were received during the application period, all of which met the eligibility requirements. The interview panel (including Mayor Pulliam, Councilors Walker and Mayton, and Commissioner Lee Weinberg) reviewed the materials and interviewed the applicants on November 14, 2023.

RECOMMENDATION:

The interview panel recommends reappointment of Jerry Crosby to Planning Commission Seat 1 and Kristina Ramseyer to Planning Commission Seat 7 (both new terms expire on December 31, 2027).

Application forms from all three applicants are attached to this staff report for the Council's information.

SUGGESTED MOTION LANGUAGE:

"I move to reappoint Jerry Crosby and Kristina Ramseyer to the Planning Commission as recommended in the staff report."

LIST OF ATTACHMENTS / EXHIBITS:

- Application forms



Item # 4.

Kelly O'Neill <koneill@ci.sandy.or.us>

Form submission from: Planning Commission Application

'Sandy Oregon' via Planning <planning@ci.sandy.or.us>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: planning@ci.sandy.or.us

Sat, Oct 28, 2023 at 11:17 AM

Submitted on Saturday, October 28, 2023 - 11:17am

Submitted by anonymous user: [REDACTED]

Submitted values are:

First Name Jerry
Last Name Crosby
Email [REDACTED]
Phone Number [REDACTED]
Address [37390 Dubarko Rd](#)
City Sandy
State OR
Zip Code 97055
Mailing Address (if different)

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?
I have enjoyed being a part of the process of land use development within the City of Sandy. Working with staff and others on the current Commission is a delight. I desire to continue to serve.

What knowledge, education, or skills would you bring to the Commission?
Primarily my ? number of years of experience on the Commission already. (I honestly don't know how many it's been!)

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?' Yes

Upload Current Resume [resume.docx](#)

Interviews I understand that applicants will be asked to participate in a 15 minute interview via Zoom (or by phone) on Tuesday November 14th. Interview appointments will be scheduled between 3:30 p.m. and 5:00 p.m.

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/13221/submission/20682>

[resume.docx](#)
15K



Item # 4.

Kelly O'Neill <koneill@ci.sandy.or.us>

Form submission from: Planning Commission Application

'Sandy Oregon' via Planning <planning@ci.sandy.or.us>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: planning@ci.sandy.or.us

Sat, Oct 28, 2023 at 2:15 PM

Submitted on Saturday, October 28, 2023 - 2:15pm

Submitted by anonymous user: [REDACTED]

Submitted values are:

First Name Kristina
Last Name Ramseyer
Email [REDACTED]
Phone Number [REDACTED]
Address 37620 Sandy Heights st
City Sandy
State OR
Zip Code 97055

Mailing Address (if different) 37620 Sandy Heights st

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?

I currently hold a seat on the Planning Commission and want to continue to serve my community. I have learned a lot in my short time as a commissioner, and look forward to gaining experience and contributing to the future of Sandy.

What knowledge, education, or skills would you bring to the Commission?

I have been on the commission for several months learned so many things and I have feel like my contribution to the commission has been a positive one. I ask questions and explore options and ways to lawfully evolve Sandy, while following the codes and respecting my fellow commissioners and other city staff. I have attended all meetings and work sessions available to me and I have a respectful working relationship with not only my fellow commissioners, but also city council members and city staff. I appreciate my position and do my best to fulfill and excede expectations.

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?' Yes

Upload Current Resume kristina_ramseyer.docx

Interviews I understand that applicants will be asked to participate in a 15 minute interview via Zoom (or by phone) on Tuesday November 14th. Interview appointments will be scheduled between 3:30 p.m. and 5:00 p.m.

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/13221/submission/20683>

 kristina_ramseyer.docx
15K



Item # 4.

Kelly O'Neill <koneill@ci.sandy.or.us>

Form submission from: Planning Commission Application

2 messages

'Sandy Oregon' via Planning <planning@ci.sandy.or.us>
Reply-To: Sandy Oregon <sandy-or@municodeweb.com>
To: planning@ci.sandy.or.us

Wed, Nov 1, 2023 at 10:30 AM

Submitted on Wednesday, November 1, 2023 - 10:29am

Submitted by anonymous user [REDACTED]

Submitted values are:

First Name Aryn
Last Name Ferguson
Email [REDACTED]
Phone Number [REDACTED]
Address 36400 Yocum Loop
City Sandy
State OR
Zip Code 97055
Mailing Address (if different)

Why are you interested in joining the Planning Commission? What inspires you to serve in this capacity?

I am interested in joining the Planning Commission as a way to get more involved with my community and to gain more knowledge of the city's planning and development. I also want to contribute in making decisions to better our community and its land use.

What knowledge, education, or skills would you bring to the Commission?

I believe that I would add value to the Commission based on my education and experience. I have a degree in Civil Engineering from Oregon State University. I have 20 plus years of work experience in the construction related industry including construction project management, civil engineering design, project engineering, estimating, quality control, and accounting. I have been working for the last 7 years in the Sandy area in property development and property management.

Do you live within city limits, or if not, do you meet one of the two exceptions listed above this webform under 'Membership Requirements?' Yes

Upload Current Resume [aryn_ferguson_-_resume_2023.pdf](#)

Interviews I understand that applicants will be asked to participate in a 15 minute interview via Zoom (or by phone) on Tuesday November 14th. Interview appointments will be scheduled between 3:30 p.m. and 5:00 p.m.

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself by the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

The results of this submission may be viewed at:

<https://www.ci.sandy.or.us/node/13221/submission/20704>

[aryn_ferguson_-_resume_2023.pdf](#)
272K

Kelly O'Neill Jr. <koneill@ci.sandy.or.us>
To: Jeff Aprati <japrati@ci.sandy.or.us>

Wed, Nov 1, 2023 at 12:03 PM

FYI.
[Quoted text hidden]

[aryn_ferguson_-_resume_2023.pdf](#)
272K



STAFF REPORT

Meeting Type: City Council
Meeting Date: November 20, 2023
From: Jenny Coker, Public Works Director
Subject: Resolution 2023-33: Business Oregon Funding For Alder Creek Water Treatment Plant Improvements and Assessment

DECISION TO BE MADE:

Whether to adopt Resolution 2023-33, authorizing the City Manager to execute Loan Agreement B24002 with Business Oregon to fund project management, engineering/design services, construction, and construction management for the near-term improvements to Alder Creek Water Treatment Plant.

PURPOSE / OBJECTIVE:

Resolution 2023-33 authorizes staff to enter into Loan Agreement No. B24002 with the State of Oregon, acting through its Oregon Infrastructure Financing Authority of the Oregon Business Development Department.

BACKGROUND / CONTEXT:

The City of Sandy Water Master Plan was adopted by Council into the City Comprehensive Plan on April 3, 2023. Key next steps for the City to deliver the Drinking Water Reinvestment Program include securing debt financing and addressing immediate stabilization repairs and upgrades needed to keep Alder Creek Water Treatment Plant operational.

Although the City applied for \$88 Million in Drinking Water State Revolving Funds (DWSRF) in September of 2022, the pool of funds available from DWSRF is insufficient to meet all the State Drinking Water Capital Improvement debt servicing needs. The City was notified the maximum that could be provided under the Drinking Water State Revolving fund loan was \$6 Million. As such, staff have turned to the Special Public Works Fund from Business Oregon, which provides financing up to \$10 Million per project. It is anticipated larger construction funding will come from either WIFIA or Bonds. Table 1 summarizes the Drinking Water Reinvestment Program Financing Package to date:

Table 1: Sandy Drinking Water Reinvestment Program Financing Package

Lender	Project	Status	Loan Amount	Project Phase
SPWF (Business Oregon)	Sandercock Reservoir	Complete	\$1,000,080	Complete
SPWF (Business Oregon)	Portland to Sandy Filtration Transmission System Design	Complete	\$7,000,000	Design
SPWF (Business Oregon)	Alder Creek Water Treatment Plant Immediate Needs Project	Closing	\$2,016,600	Design Pre-Award On going
SPWF (Business Oregon)	Alder Creek Membrane Improvement Project	Application In Process	\$9,500,000	Design Pre-Award On-going
DW State Revolving Fund	Alder Creek Conveyance Improvements	Application in Process	\$6,000,000	Financing
TBD (WIFIA of Bonds)	Portland to Sandy Filtration Transmission System Construction	Not Started	\$33,000,000	Not Started
	Total Financing Package	TBD	TBD	TBD

KEY CONSIDERATIONS / ANALYSIS:

Alder Creek Water Treatment Plant is the primary water supply for the City of Sandy. The treatment plant is at the end of its useful life and is in critical need of immediate upgrades and repairs to remain operational. These near-term improvements were identified in the recently completed Water Master Plan.

As Alder Creek is the most economical source of water for the City, it is imperative to execute immediate rehabilitation. This loan provides for funding for establishing flow monitoring on Alder Creek to confirm water flows during dry weather, as well as design and construction of critical stabilization repairs.

Two additional loans are in process to provide subsequent Alder Creek Water Treatment Plant Improvement projects to install a Membrane Filtration System and pump station and conveyance upgrades from Business Oregon Special Public Works Fund and the Drinking Water State Revolving

Fund respectively. Business Oregon Loans provide below market interest rates with makes this source of funding preferable over regular market-rate loans.

BUDGET IMPACT:

Business Oregon is offering a loan totaling \$2,016,600 at an interim interest rate of 3.75%. Business Oregon is using an interim financing contract that will be in place until bonds are sold. The maturity date of the interim contract is 3 years, but can be extended as needed. Once the bonds are sold, the interest rate will be 3.57% over 20 years. Repayment is made from water rate revenues and is included in the rate model.

RECOMMENDATION:

Authorize the City Manager to execute Loan Agreement B24002 in the amount of \$2,016,600.

SUGGESTED MOTION LANGUAGE:

“I move to approve Resolution 2023-33.”

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2023-33
 - Business Oregon Loan Packet
 - Opinion of Counsel



RESOLUTION NO. 2023-33

A RESOLUTION AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

WHEREAS, The City of Sandy (the Recipient) is a “municipality” within the meaning of Oregon Revised Statutes 285b.410(9); and

WHEREAS, Oregon Revised Statutes 285B.410 through 285B.482 (the ‘Act’) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the special Public Works Fund; and

WHEREAS, The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act; and

WHEREAS, The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project’ within the meaning of the Act; and

WHEREAS, The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with OBCC, number B24002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to the Financing Contract (the “Project”); and

WHEREAS, Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

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

Section 1: Financing Loan Authorized The City Council authorizes the City Manager (the “Authorized Officer”) to execute on behalf of the Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents’), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized officer and OBDD, on the condition that the principal amount of the loan from the OBCC to the Recipient is not in excess of \$2,000,000 and an interest rate of 3.75% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

Section 2: Sources of Repayment Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include: a) The revenues of the project, including special assessment revenues; b) Amounts withheld under ORS 285B.449 (1); c) The General Fund of the City of Sandy; or d) Any other source.

Section 3: Tax-Exempt Status The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any

Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

This resolution is adopted by the City Council of the City of Sandy this 20th day of November, 2023.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Alder Creek Water Treatment Plant Improvements and Assessment

Project Number: B24002

This interim financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and City of Sandy (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$2,000,000.

“Interest Rate” means 3.75% per annum.

“Loan Amount” means \$2,000,000.

“Maturity Date” means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.
- Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.
- C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to

interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests for Project design, including anticipated number, submission dates, and amounts and, prior to the beginning of Project construction, an estimated schedule of Disbursement Requests for construction, including anticipated number, submission dates, and amounts.
 - (5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

- (3) Permit OBDD to conduct inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government

Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Contributory Liability and Contractor Indemnification.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must

promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Public Works Director
City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF SANDY

By: _____
Melisa Drugge, Business Services
Director

By: _____
Tyler Deems, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman per email dated 22 September 2023
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated August 31, 2023.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

“System” means Recipient’s water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. Full Faith & Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- C. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of Recipient's obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in subsections 2 and 3 of this section C, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.
 2. Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to, or on parity with the Loan.
 3. Notwithstanding the requirements of subsection 2 of this section C, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of engineering/design consultants licensed in Oregon, make improvements at the Alder Creek Water Treatment Plant (WTP). The improvements include electrical upgrades and installation of an automatic transfer switch for existing standby generator, Supervisory Control and Data Acquisition (SCADA) integration and communication and instrument upgrades for reliability. Recipient will also perform an in-depth condition assessment report and raw water supply assessment, identifying critical failures in need of emergency upgrades for reliability and resiliency, and will perform flow monitoring, geotechnical investigation, topographical surveys, and a conceptual design package for emergency upgrades. The Project also includes consultant services for program management for the construction contract and for long-term water supply options, including cost estimating, scheduling, communication, and document management.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Engineering/Design Services	\$519,950	\$0
Construction	\$1,000,000	\$0
Construction Management	\$100,000	\$0
Project Management Services	\$380,050	\$0
Total	\$2,000,000	\$0

[Date], 2023

Oregon Infrastructure Finance Authority
775 Summer Street NE Suite 200
Salem OR 97301-1280

Re: Alder Creek Water Treatment Plant Improvements and Assessment
Project No. B24002

To Whom It May Concern:

Our firm provides city attorney services to the City of Sandy, Oregon (the “Recipient” or the “City”), and it is in that capacity that I write. The City has entered into a Financing Contract (as hereinafter defined) with the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”) pursuant to Sections 285B.410 through 285B.482 of the Oregon Revised Statutes (the “Act”), and have acted as such in connection with the authorization, execution and delivery by the Recipient of the Contract (as hereinafter defined). Capitalized terms not otherwise defined in this letter shall have the meanings assigned to them by the Contract.

In so acting I have examined the Constitution and laws of the State of Oregon and the Recipient’s Charter, if any. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

- A. The Financing Contract by and between the OBDD and the Recipient, number B24002, signed by Recipient on _____, 20____, in the principal loan amount of \$2,000,000 (collectively, the “Contract”).
- B. Proceedings of the governing body of the Recipient relating to the approval of the Contract and the execution, issuance and delivery thereof on behalf of the Recipient, and the authorization of the undertaking and completion of the Project as defined in the Contract;
- C. All outstanding instruments relating to bonds, notes or other indebtedness of or relating to the Recipient.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Recipient is a duly formed and operating municipality within the meaning of ORS 285B.410(9), with the legal right to own and operate the Project.
2. The Recipient has full legal right and authority to execute and deliver the Contract and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project.
3. Amounts due to the OBDD pursuant to the Contract are payable from the sources described in Section 4 of the Contract.
4. The Resolution (the "Resolution") of the Recipient approving the Contract and authorizing their execution, issuance and delivery on behalf of the Recipient, and authorizing the Recipient to undertake and complete the Project has been duly and lawfully adopted and authorized in accordance with the Recipient's Charter, if any, the Act and other applicable Oregon law, and the Resolution was adopted at a meeting or meetings which were duly called with public notice and held in accordance with the Recipient's Charter, if any, and applicable Oregon law, and at which quorums were present and acting throughout.
5. The Contract has been duly authorized, executed and delivered by the authorized officers of the Recipient and constitutes the legal, valid and binding obligation of the Recipient enforceable in accordance with its terms; subject, however, to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally ("Creditor's Rights Limitations") heretofore or hereafter enacted and the application of equitable principles.
6. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Contract by the Recipient, the observation and performance by the Recipient of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of Project, do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Recipient or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Recipient is a party or by which it, the Project, or its property or assets is bound.
7. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any

governmental or public agency, authority or person required to date on the part of the Recipient in connection with the authorization, execution, delivery and performance of the Contract and the undertaking and completion of the Project have been obtained or made.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Recipient or of the validity, legality or enforceability of the Contract or the undertaking or completion of the Project.

This opinion is rendered on the basis of the laws of the State of Oregon, including the Act, as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Sincerely,



Ashleigh K. Dougill
City Attorney for the City of Sandy

AKD/kkb

Cc: Jenny Coker, by email

Pathway Toward Equity

Mt. Hood Community College Strategic Plan

MHCC President Dr. Lisa Skari

Board of Education Director Andrew Speer

Board of Education Director Marie Teune



3rd largest community college

18,500 students

#4 college for quality and affordability

Highlights

Equity-Minded

- Over 40% students of color
- Significant immigrant and refugee population

Student-Centered

- Over 31% of students in Career Technical Education
- Significant apprenticeship program

Career-Focused

- Bachelor of Applied Science in Cybersecurity
- Building the semiconductor workforce

Mt. Hood Community College Strategic Plan



**THE PATHWAY TOWARD
EQUITY**

MT. HOOD COMMUNITY COLLEGE

The Process and Desired Outcomes

Input and feedback came from community members, students, employees, partners and stakeholders

- 1.** To create a transparent process that engaged all Mt. Hood Community College constituencies.
- 2.** Have a final product that was an expression of our values and who we are as a college community.
- 3.** Develop an actionable plan with tangible, specific goals to drive all other planning, including annual budgets.

What We Heard

Top strengths and weaknesses as identified by survey members

Strengths:

1. Academic Programs
2. Financial Aid
3. Location

Weaknesses:

1. Availability of Classes
2. Technology

Opportunities

8 opportunities for the college as identified by survey members

- 1. Built environment does not offer many opportunities for social gathering and interaction**
- 2. Decision-making is not always transparent**
- 3. Difficult to track student success**
- 4. Many students are unaware of the services available to help them succeed**
- 5. Pathways from K-12 to MHCC and beyond are not clearly spelled out**
- 6. Business partnerships vary in strength**
- 7. The needs of a highly diverse student body are not fully addressed**
- 8. Community is not aware of the wide range of MHCC programs and Services**

The Plan

Equity Statement

At Mt. Hood Community College we hold ourselves accountable to align our systems, policies, practices, and resource allocations to strategically and purposefully advance equity. We recognize the harm done to historically excluded people. We work towards a future where all people across the spectrum of difference thrive at Mt. Hood Community College. We seek to provide every person within our community the tools to be successful. We actively design equitable systems to promote fairness and justice.

Mt. Hood Community College prioritizes equity and acknowledges the importance of the ongoing and intentional work to interrupt oppression and remove barriers that perpetuate inequity. We strive to become an organization that demonstrates equity in concept, practice, and outcomes, where all people are valued and feel a sense of belonging.

Vision Statement

Mt. Hood Community College is valued as a cornerstone of the community for affordability, equitable student success, innovation, and financial stewardship.

Mission Statement

With a commitment to being inclusive, Mt. Hood Community College offers a full range of education and training in a supportive environment to advance personal and professional growth. We are a community hub for cultural, economic, recreational, and intellectual enrichment.

Goals

- 1. Improve teaching and learning practices and processes to support learning and success for all students**
- 2. Provide the full range of educational and support programs and services needed to allow students to meet their educational, career, and personal goals**
- 3. Align the college's organizational structure, systems and processes to reflect the diversity of the communities we serve**
- 4. Provide facilities and technology platforms to serve the needs of all students**
- 5. Increase our visibility and strengthen the connection between the college and our local and regional community partners**

Accountability

- 1. Improve student success, for all students regardless of race, age, gender, or income**
- 2. Increase number of students meeting core learning outcomes, for all students regardless of race, age, gender, or income**
- 3. Improve our community connections**
- 4. Improve our campus diversity, equity and inclusion**

Learn More

Strategic Plan:

[https://www.mhcc.edu/docs/MT-Hood CC_StratPlan_FINAL_B.pdf](https://www.mhcc.edu/docs/MT-Hood%20CC_StratPlan_FINAL_B.pdf)

Environmental Scan:

https://www.mhcc.edu/docs/Mt-Hood-CC_EnviroScan-Final-Draft_A.pdf



Questions?



MT. HOOD
COMMUNITY COLLEGE



STAFF REPORT

Meeting Type: City Council Meeting
Meeting Date: November 20, 2023
From: Josh Soper, City Attorney
Subject: Temporary Extension of Moratorium on New Wastewater Connections

DECISION TO BE MADE:

Whether to approve Resolution 2023-34, which would extend the duration of the development moratorium while the City awaits EPA and DEQ approval of the results of its wastewater system capacity evaluation

PURPOSE / OBJECTIVE:

To ensure continue compliance with the terms of the Consent Decree relating to the City's wastewater system.

BACKGROUND / CONTEXT:

The City Council previously enacted a development moratorium on June 20, 2023 as a result of the ongoing capacity issues the City is experiencing with its wastewater treatment system. That moratorium is scheduled to expire on December 20, 2023.

The Consent Decree with EPA and DEQ requires the City to perform a comprehensive capacity analysis to determine the capacity of the City's existing sanitary sewer system based on work the City has already performed to improve capacity. The results of the comprehensive capacity analysis must be approved by EPA and DEQ, which is not anticipated to occur until after the current moratorium expires.

The Consent Decree also requires the City to limit new connections to the City's sanitary sewer system, and modifications to existing connections to the City's sanitary sewer system that increase flows, to no more than 300 equivalent residential units (ERUs) until the comprehensive capacity analysis results are approved by EPA and DEQ.

KEY CONSIDERATIONS / ANALYSIS:

In order to ensure ongoing compliance with the Consent Decree, it is necessary to extend the current development moratorium in order to allow time for EPA and DEQ to approve the capacity evaluation results. When EPA and DEQ do so, the 300 ERU cap will be replaced with a cap determined by the results of the comprehensive capacity analysis and the development moratorium will be re-evaluated.

RECOMMENDATION:

Staff recommends adoption of Resolution 2023-34.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2023-34, extending a moratorium on development pursuant to ORS 197.505 to 197.540 based on limited sanitary sewer capacity."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2023-34



RESOLUTION NO. 2023-34

A RESOLUTION EXTENDING A MORATORIUM ON DEVELOPMENT PURSUANT TO ORS 197.505 TO 197.540 BASED ON LIMITED SANITARY SEWER CAPACITY

WHEREAS, pursuant to the federal Clean Water Act of 1972, the City of Sandy sanitary sewer collection and treatment system is subject to a National Pollutant Discharge Elimination System (NPDES) permit (the Permit) issued to the City by Oregon Department of Environmental Quality (DEQ) under authority granted by the U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Permit limits the types and amounts of discharges from the City treatment plant into Tickle Creek; and

WHEREAS, population growth and development in the City has increased the demand on the available capacity at the treatment plant; and

WHEREAS, inflow and infiltration (I&I) into the City collection system (i.e. sewer pipes) from surface water has also increased the demand on available treatment plant capacity; and

WHEREAS, the combination of I&I and increased base flows has caused discharges from the treatment plant to violate permitted NPDES levels during certain weather events; and

WHEREAS, the City has engaged in a significant program of investigation, remediation, and repair of the collection system to reduce the amount of I&I and the corresponding demand on the treatment facilities; and

WHEREAS, the City is also amending the Wastewater System Facilities Plan to provide for the design, financing and construction of additional treatment facilities to improve the capacity of the City's wastewater system in the long term; and

WHEREAS, the aforementioned permit violations resulted in enforcement proceedings from DEQ and EPA, which were resolved via the consent decree entered in the United States District Court for the District of Oregon on September 11, 2023 ("Consent Decree"); and

WHEREAS, the terms of the Consent Decree required the City to perform a "stress test" and comprehensive capacity analysis to determine the capacity of the City's existing sanitary sewer system based on work the City has already performed to improve capacity; and

WHEREAS, the results of the comprehensive capacity analysis must be approved by EPA and DEQ, which is not anticipated to occur until after December 20, 2023; and

WHEREAS, the Consent Decree requires the City to limit new connections to the City's sanitary sewer system, and modifications to existing connections to the City's sanitary sewer system that increase flows, to no more than 300 equivalent residential units (ERUs) until the comprehensive capacity analysis results are approved by EPA and DEQ, at which point the 300 ERU cap will be replaced with a cap determined by the results of the comprehensive capacity analysis; and

WHEREAS, upon approval of the results by EPA and DEQ, the City anticipates that additional capacity will become available and additional development projects will be allowed to connect to the sanitary sewer system and add increased flows through existing connections; and

WHEREAS, the Consent Decree requires the City to take such actions as are necessary to meet the above obligations, including enactment of a development moratorium; and

WHEREAS, to meet the City's obligations under the Consent Decree and to prevent the approval of additional development that will require new connections to the City's sanitary sewer system or modifications to existing connections to the City's sanitary sewer system that increase flows, until such time as sufficient additional capacity in the City's wastewater system is achieved, the City enacted a development moratorium on June 20, 2023; and

WHEREAS, that moratorium is scheduled to expire on December 20, 2023; and

WHEREAS, the City has made significant progress in its efforts to alleviate the problems giving rise to the June 20, 2023 moratorium; nevertheless, because of the extent of the improvements needed to fully alleviate the problems giving rise to the need for the moratorium, and because the results of those efforts will not be known or quantified until the capacity analysis is approved by DEQ and EPA, those problems still exist; and

WHEREAS, the City Council therefore has determined it necessary to extend the expiration date of the June 20, 2023 moratorium and Resolution 2023-27 by six additional months, to June 20, 2024; and

WHEREAS, as additional capacity becomes available and quantified, which is anticipated to occur in the next several months with the approval of the comprehensive capacity evaluation, the City Council anticipates that additional development projects will be allowed to connect to the sanitary sewer system beyond the 300 ERUs currently allowed; however, because sufficient capacity to eliminate the moratorium entirely may not become available within the next six months, the City Council anticipates it may need to further extend the moratorium or enact a replacement moratorium with different terms when additional information and/or capacity become available; and

WHEREAS, this Resolution is authorized by ORS 197.505 to 197.540.

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

Section 1: The expiration date of the June 20, 2023 moratorium and Resolution 2023-27 are hereby extended to June 20, 2024.

Section 2: All terms of the June 20, 2023 moratorium and Resolution 2023-27, other than the expiration date, shall remain in full force and effect.

Section 3: The City Council shall review the moratorium and determine whether there is a need to extend, revise or repeal it no later than June 20, 2024.

Section 4: This Resolution is based on the recitals above and the findings of fact set forth in the attached Exhibit A.

Section 5: This Resolution is effective on the date it is adopted by the City Council.

This resolution is adopted by the City Council of the City of Sandy this 20th day of November, 2023.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

EXHIBIT A
FINDINGS OF FACT

1. These findings are intended to supplement the findings stated in the recitals to Resolution 2023-XX. They are also intended to supplement the findings and recitals in and attached to Resolution 2023-27, which are incorporated herein by reference.

2. ORS 197.530 provides:

- a. A moratorium adopted under ORS 197.520(2) may be extended provided the city adopting the moratorium holds a public hearing on the proposed extension and adopts written findings.

Finding: The City Council held a public hearing on November 20, 2023 on the proposed Resolution extending the moratorium and these Findings of Fact. These Findings of Fact and the recitals in Resolution 2023-XX are “written findings” that satisfy the requirement for findings.

- b. The findings must verify that the problem giving rise to the moratorium still exists.

Finding: The City remains subject to the Consent Decree as a result of lack of capacity in its wastewater systems. Although the City has made significant progress toward resolving those capacity issues, the results of those efforts will not be known or quantified until the approval by DEQ and EPA of the results of the capacity analysis. A negotiated estimate of the additional capacity resulting from those efforts was incorporated into the Consent Decree and the June 20, 2023 moratorium in the form of the allowance for 300 ERUs. For these reasons, this criterion is met.

- c. The findings must demonstrate that reasonable progress is being made to alleviate the problem giving rise to the moratorium.

Finding: Since June 20, 2023, the City has completed the comprehensive capacity analysis and “stress test” procedures; the City is now waiting on DEQ and EPA review and approval of the results thereof. In addition, the City continues to work on the next phase of improvements for alternative discharge and wastewater treatment plant expansion as required by the Consent Decree.

Additional steps the City has planned to address these issues include:

- Completing construction of the Immediate Needs WWTP Improvements Project and Basin 6 and 7 upgrades.
- Completing the Facilities Plan Amendment.

- Closing on CWSRF and WIFIA loans.
- Completing design for recommended improvements that emerge from the Facilities Plan.

Although work remains to be done, the City has made great progress since June 2023. This criterion is met.

- d. The findings must set a specific duration for the renewal of the moratorium. No single extension may be for a period longer than six months, and no moratorium shall be extended more than three times.

Finding: The duration of the renewal is six months, ending June 20, 2024. This is the first extension of the June 20, 2023 moratorium.

- e. Any city considering an extension of a moratorium shall give the Department of Land Conservation and Development (DLCD) at least 14 days' notice of the time and date of the public hearing on the extension.

Finding: The City e-mailed notice to DLCD on November 3, 2023.

3. This Resolution is based on and directly implements state law. There are no applicable goals and policies in the Sandy Comprehensive Plan.