



CITY COUNCIL MEETING

Monday, October 20, 2025 at 7:00 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/89041412322>

Or by phone: (253) 215-8782; Meeting ID: 89041412322

EXECUTIVE SESSION – 6:00 PM

The City Council will meet in executive session pursuant to ORS 192.660(2)(f)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PRESENTATIONS

1. [Police Officer Oath of Office: Jamil Kassab](#)
2. [Police Award: Community Member Ashton Rollins](#)

PUBLIC COMMENT (3-minute limit)

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

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

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

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

3. [City Council Minutes: October 6, 2025](#)
4. [IGA Approval: Clackamas County and Sandy Transit FY26-FY27.](#)
5. [Letter of Support: 2025-27 Technical Assistance Grant for Economic Development](#)
6. [Community-Wide Event Declaration: Winterfest 2025](#)

NEW BUSINESS

7. [Municipal Judge Retirement](#)
8. [Resolution 2025-38: City Manager Grant Application Authority](#)

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.

POLICE OFFICER'S
OATH OF OFFICE

STATE OF OREGON
COUNTY OF CLACKAMAS
CITY OF SANDY

I, **Jamil Kassab**, do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and the Laws therefore, and I will faithfully, honestly, and impartially discharge the duties of a Police Officer, during my continuance therein, to the best of my ability, so help me God.

(OFFICER)

Subscribed and sworn to and before me this 20th day of October, 2025.

Mayor Kathleen Walker
Sandy, Oregon

Chief Patrick Huskey
Sandy Police Department



September 1, 2025

Acting Chief of Police,

Lieutenant Craven
Sandy Police Department
39850 Pleasant St,
Sandy OR 97055

Subject: Award Nomination for Community Member, Ashton Rollins.

Lieutenant Craven,

Sandy Police Department policy 1015.12 allows for individuals of the community to be bestowed awards at the determination of the chief of police. I am writing to nominate community member, Ashton Rollins, for commendation, based on his actions in the incident documented in SPD Case 25-0902. In summary:

On August 7th, 2025, at 7:34PM an individual was stabbed in the neck in an assault with a knife. About one minute later a 911 call was placed, I was dispatched to the call along with several other officers at 7:36PM and arrived four minutes later at 7:40PM.

The victim had received a critical life-threatening injury to his neck. It was approximately six minutes from the time of the stabbing to the time officers arrived and took over lifesaving first-aid efforts. The scene was chaotic and tumultuous, Ashton Rollins remained calm providing life-saving aid to the victim by maintaining pressure on the wound with a cloth, keeping him alive until police could arrive. Once police arrived, Ashton assisted further by helping calm others on scene and relay instructions from first responders.

Ashton's actions played an instrumental role in ensuring the victim remained in stable enough condition to be safely transported to the hospital. I believe his efforts go above and beyond and deserve formal commendation from the Sandy Police Department.

Sincerely,

Officer Quentin Carter
Sandy Police Department





CITY COUNCIL MEETING

Monday, October 06, 2025 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:00 PM

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

The City Manager summarized the staff report in the meeting packet. Tim Wood with FCS was present to present slides, which were also included in the meeting packet.

Discussion ensued on the following topics:

- Suggestion to provide further clarity on the meaning of designated areas for vehicles belonging to homeless individuals
- Suggestion to reference the adoption of the City's Transportation System Plan and Water Master Plan
- Clarification on the meaning of NPDES (National Pollutant Discharge Elimination System)
- Discussion of the City's intention to make science-based common-sense improvements to its discharge permit on Tickle Creek, at least until a permanent discharge solution is constructed
- Discussion related to potential revenue collected from a construction excise tax (CET)
- Discussion related to larger 'plexes' and whether they are already permitted under the City's development code, particularly in higher density zones
- Concern about cottage clusters related to management and undefined boundaries
- Suggestion to clarify in the document that the City is pursuing the idea of specifically allowing tri and quad plexes, especially prior to DLCD review of the document
- Lessons learned regarding the development of cottage clusters in Milwaukie; suggestion that to be successful, such developments need to be part of a larger complex with an HOA for upkeep and common maintenance
- Discussion as to whether cottage clusters could be allowed under the City current code, especially given density requirements
- Suggestion that successful cottage clusters might need to involve public ownership of the land and long-term leases, but that would be expensive and a CET would not raise sufficient revenue; suggestion that cottage clusters simply are not right for Sandy at this time
- Considerations regarding the adoption timeline for the HPS, and the unusual state statute-prescribed review and approval process involving DLCD
- Overview of the proposed implementation timeline for the included strategies, as well as the mid-term check in provision

- Discussion related to surplus public land that could be used for housing development; suggestion that the City could work as a facilitator between parties in such an agreement, potentially involving tax incentives from other agencies
- Concern about the need to retain the ability to land bank for future projects such as park development; assurance and clarification from the City Attorney on the definition of 'surplus'
- Direction to ensure DLCD can provide comments on the latest draft of the City's HPS, including the input provided at this meeting
- Overview of considerations regarding short term rental tax remittance and emerging strategies to ensure compliance
- Suggestion to ensure consistency in the document between the terms homelessness and houselessness; suggestion to use the terminology DLCD prefers
- Suggestion to specifically reference duplexes and townhouses/rowhomes in addition to single family homes and multifamily housing units when discussing units constructed in past years

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

CHANGES TO THE AGENDA

The Council decided to hold Presentations immediately after Changes to the Agenda

PRESENTATIONS

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

The Mayor administered the Oath of Office to Sergeant Coates, after which photos were taken. The Police Chief presented Life Saving Awards to Officers Bergland and Boyes, after which photos were taken.

PUBLIC COMMENT (3-minute limit)

William Brookhart: is concerned about the City's plans for wastewater discharge; suggested that other cities use trucks to transport their effluent for treatment, and that such an approach

could be used by Sandy at least temporarily; stated concern that constructing a pipeline is too expensive and would tie Sandy to Gresham permanently; suggested that using trucking temporarily would ease time pressure and allow the City to explore other options.

Ralph and Susan Stevens: representing the Immanuel Lutheran Church; concerned about parking on the street; suggested a prohibition on parking on the south side of the street; expressed concern about the congestion impact on residents and emergency vehicle access, including school bus and fire truck clearance; suggested that the adjacent businesses and government buildings have sufficient parking at their parking lots and should make better use of them.

Katy Rees: works at the Immanuel Lutheran Church; concerned that the biggest school bus can no longer make it down the narrow street; suggested limiting parking on one side of the street during business hours; suggested the Health Center should make better use of its parking lot; summarized the pedestrian safety practices used by the church; provided a handout with street parking statistics and photos which is attached to these minutes. In response, the Council asked staff to review and propose a variety of options to address the problem.

RESPONSE TO PREVIOUS COMMENTS

(none)

CONSENT AGENDA

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

MOTION: Adopt the Consent Agenda

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

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

MOTION CARRIED: 7-0

NEW BUSINESS

6. Grant Awards: Special Service Contract Program 2025-2027

The Deputy City Manager summarized the staff report in the agenda packet. The Council discussed the decision-making process used to determine the recommended funding levels. It was noted that Todos Juntos is in effect receiving funding for one of their two program iterations. Council President Hokanson and Councilor Smallwood chose to abstain from the vote because of their involvement with Todos Juntos and the Sandy Community Action Center, respectively.

MOTION: Approve the Special Service Contract Program grant awards for the 2025-2027 biennium, as recommended by the Application Review Subcommittee

Motion made by Councilor Hanley, Seconded by Councilor Mayton.

Voting Yea: Mayor Walker, Councilor Mayton, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

Voting Abstaining: Council President Hokanson, Councilor Smallwood

MOTION CARRIED: 5-0-2

7. PUBLIC HEARING: Resolution 2025-35 - Supplemental Budget for Biennium 2025-2027

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The Finance Director summarized the staff report in the agenda packet.

Public Testimony

(none)

Council Discussion

(none)

MOTION: Close the public hearing

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

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

MOTION CARRIED: 7-0

MOTION: Adopt Resolution 2025-35

Motion made by Councilor Sheldon, Seconded by Councilor Smallwood.

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

MOTION CARRIED: 7-0

8. Contract Approval: Alder Creek Water Treatment Plant Electrical Upgrades

The Public Works Director summarized the staff report in the meeting packet, emphasizing long lead times for vital electrical equipment, and the need to purchase this equipment not to ensure the work at Alder Creek is completed on schedule. It was noted that the cost for this equipment is slightly above estimates, but the overall budget for the project remains consistent with estimates.

MOTION: Authorize the City Manager to execute an electrical pre-procurement contract for the Alder Creek Water Treatment upgrades with Farnham Electric, for a maximum total fee of \$345,491

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

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

MOTION CARRIED: 7-0

9. IGA Revision: City of Sandy & Clackamas County; Business ISP Services

The SandyNet Director summarized the staff report in the meeting packet.

MOTION: Authorize the City Manager to execute the proposed revisions to the IGA between the City of Sandy and Clackamas County to provide business broadband services, as included in the meeting packet

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

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

MOTION CARRIED: 7-0

REPORT FROM THE CITY MANAGER

- Recap of the recent volunteer appreciation event; praise for the City's volunteers
- Recap of the recent League of Oregon Cities annual conference
- Discussion on the recruitment process for a new Municipal Judge
- Reminder of the upcoming CCA dinner in Gladstone
- Discussion of a community satisfaction survey to be administered by Greg Brewster as part of his degree program; request for the Council to send their ideas for what they would like to see in such a survey

COMMITTEE / COUNCIL REPORTS

Councilor President Hokanson

- Discussion on the large scope and significant community impact of using trucking as a wastewater effluent approach

- Suggestion to post the Council Goals in the Council Chambers
- Recap of the recent League of Oregon Cities annual conference:
 - Tour of Lake Oswego's new aquatic center
 - Public meetings training requirements for elected officials
 - Concerns about new serial meeting requirements; suggestion to challenge the OGEK on this matter directly to preserve the ability of local elected officials to effectively govern
 - Cybersecurity tabletop exercise; emphasis on the need for the City to take cybersecurity seriously and fully invest in protective measures

Councilor Hanley

- Concern about the League of Oregon Cities annual conference being held during business hours, thus limiting the ability of many officials to attend and participate
- Recap of the recent Library fundraiser at Mt. Pizza
- Reminder of the upcoming Trick or Treat Trail

Councilor Ramseyer

- Recap of the recent Transit Advisory Board Meeting; praise for the new electric buses
- Note of the new state transportation bill
- Praise for SAM's low fares
- Recap of the recent volunteer appreciation event
- Note of the upcoming Water Providers Consortium meeting

Councilor Sheldon

- Recap of the recent League of Oregon Cities annual conference; overview of housing policy discussions; concern about the extent to which housing policies will have a successful impact
- Concerns about narrow streets, including safety and parking impacts

Councilor Smallwood

- Concerns about narrow streets, including vehicle crash risks
- Praise for the Seventh Day Adventist Church's recent dental clinic

Councilor Mayton

(none)

Mayor Walker

- Recap of the recent volunteer appreciation event
- Recap of the recent electric bus ribbon cutting; praise for the new bus wraps
- Agreement on the concerns about the scheduling of the League of Oregon Cities annual conference; recap of the role definition workshop, the public meeting training, and the Women's Caucus event, the utilities projects and contracting session, and the city manager evaluation session; reminder that the City Manager will need another evaluation soon

- Praise for the new economic development grant proposals being developed by the City's economic development consultant, which will be presented at the next Economic Development Advisory Board meeting
- Reminder of the need to work with the School District on traffic congestion challenges
- Reminder of the need to fill to community service officer position
- Agreement on others' concerns about short driveways and narrow streets
- Reminder of the upcoming award ceremony for Cedar Park
- Reminder of the upcoming results of the wastewater facilities studies
- Offer to share LOC conference materials with the rest of the Council

STAFF UPDATES

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

ADJOURN



STAFF REPORT

Item # 4.

Meeting Type: City Council
Meeting Date: October 20, 2025
From: Andi Howell, Transit Director
Subject: IGA Approval: Clackamas County and Sandy Transit FY26-FY27.

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an Intergovernmental Agreement (IGA) between Sandy Transit and Clackamas County.

APPLICABLE COUNCIL GOAL:

- **Goal 4.1:** Continue to promote transit as a safe, efficient mode of transportation; Continue to increase ridership.

BACKGROUND / CONTEXT:

This Agreement, which has been renewed annually based on need and approved budgets since 2017, provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County's Transit Services in and around the City of Sandy including the County's Mt. Hood Express ("MHX"), Villages Shuttle (VS) and Elderly and Disabled rides programs. Sandy Transit incorporates County services with the City's Sandy Area Metro (SAM) transit services for increased operational efficiencies, collaboration, and cost-effective management of both services.

The IGA has been through review by both County and City legal representation for comments and suggestions.

KEY CONSIDERATIONS / ANALYSIS:

This update to the IGA, which has been in place since 2017, renews the agreement for FY2026 and FY2027. The IGA provides revenue to the City in exchange for staff support, office and bus parking rental, and transit services provided on behalf of the County. The IGA also allows for reimbursements of expenses incurred on behalf of the County's transit services.

BUDGET IMPACT:

Transit will receive \$384,500 in revenue from the County for staff support, facility rental and parking, and demand response services. The remaining portions of the IGA (operations) are reimbursement based for expenses incurred for the County transit services. The revenue and expenses are represented in the City's BN 2026-27 budget.

RECOMMENDATION:

Transit staff recommend that the Council authorize the City Manager to execute the updated Intergovernmental Agreement (IGA) between Sandy Transit and Clackamas County as presented.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute the updated Intergovernmental Agreement between Clackamas County and the City of Sandy for transit services for Fiscal Year 2026 and Fiscal Year 2027, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Sandy Transit and Clackamas County IGA: FY26 – FY27

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND CITY OF SANDY, OR

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

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This Agreement provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County’s Mt. Hood Express (“MHX”) transit service in partnership with the City’s SAM transit service to increase operational efficiencies, collaboration, and cost-effective management of both services.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon signature, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2027, whichever is sooner. The City may seek reimbursement for eligible costs set forth in Exhibit B incurred on or after July 1, 2025.
2. **Scope of Work.** The City and the County agree to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
3. **Consideration.** The County agrees to reimburse City, from available and authorized funds, a sum not to exceed **Three Million Two Hundred and Three Thousand, Nine Hundred and Forty Nine Dollars (\$3,203,949)** for accomplishing the Work required by this Agreement in accordance with **Exhibit B**.
4. **Payment.** Unless otherwise specified, the City shall submit monthly invoices for Work performed as required in **Exhibit A** and shall include the total amount billed to date by the City prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to City following the County’s review and approval of invoices submitted by City. County shall make payment to City on undisputed amounts within 30 days of receipt of each invoice submitted. City shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**

- A. *City Representations and Warranties*: City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *County Representations and Warranties*: County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.**

- A. Either the County or the City may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County or the City may terminate this Agreement in the event the County or the City fails to receive expenditure authority sufficient to allow the County or the City, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County or the City is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.**

- A. City shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the

conduct of Work, or from any act, omission, or neglect of City, its subcontractors, agents, or employees. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the City or the City's employees, subcontractors, or agents. Notwithstanding the above, it is the intention of the Parties that each shall only be responsible for their own negligence and not for the negligence of the other Party.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
8. **Insurance.** The City agrees to furnish the County with evidence of commercial general liability insurance and auto liability insurance, with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County and TriMet, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate. If self-insured, City shall provide documentation to the County of City's self-insured status by completing the Self-Insurance Certification form provided by the County.
9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Kristina Babcock or their designee will act as liaison for the County.

Contact Information:

Kristina Babcock, Transit Services Manager
2051 Kaen Rd, Oregon city, OR 97054
kbabcock@clackamas.us (971-349-0481)

Andi Howell or their designee will act as liaison for the City.

Contact Information:

Andi Howell, Transit Director, City of Sandy
16610 Champion Way, Sandy, OR 97055
ahowell@ci.sandy.or.us (503-489-0925)

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County, as applicable, without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** City and County shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City and County shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary

to clearly reflect actions taken. During this record retention period, City and County shall permit the County's and the City's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. The District hereby grants the City a non-exclusive license to use the work product developed by the City pursuant to this Agreement. On completion or termination of the Agreement, the City shall promptly deliver these materials to the District's Project Manager.
- F. **Hazard Communication.** City shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection City (40 CFR Part 302), and any amendments thereto. Upon County's request, City shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve City of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- S. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** City and County acknowledge that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City, County, or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

Notwithstanding anything to the contrary, the obligations of the Parties under this Contract related to confidentiality of information are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While the Parties will make good faith efforts to perform under this Agreement, a Party's disclosure of Confidential Information, in whole or in part, will not be a breach of the Contract if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If a Party is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, the Party shall notify the other Party within a reasonable period of time of the request. The Party asserting the confidentiality of the information is exclusively responsible for defending its position concerning the confidentiality of the requested information. Neither Party is required to assist the other in opposing disclosure of Confidential Information, nor required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Sandy

Chair, Board of County Commissioners

Tyler Deems, City Manager

Date

Date

Approved as to form:

Assistant County Counsel

Date

Exhibit A Scope of Work

City Scope of Work

Subject to the terms of this Agreement, City agrees to provide the following:

- Act as on-sight liaison and provide operational oversight of MHX on behalf of County with shared operations contractor providing immediate communication with the contractor and their employees of policy and contractor functions. This includes contract compliance checks such as payroll, billable hours audit and policy compliance. Participate in contractor-led safety meetings.
- Work with the County on mutually agreeable policy and program development, in compliance with applicable transit rules and guidelines, and implement as needed, including communicating changes to contractor.
- Provide coordination and support with County's third-party contractor for timely maintenance and repair of MHX vehicles. Work with maintenance coordinator regarding MHX vehicle issues, maintenance, cleaning schedule, shop supplies and other issues as needed. Starting upon approval of Agreement by both parties, reconcile and pay for preventative maintenance and repair invoices submitted by contractor. Submit invoices to County for reimbursement as part of monthly billing.
- Provide oversight of fare collection process, deposit fares in City bank account, and provide monthly reimbursement to County for fares collected.
- Reserve meeting space at the Sandy Operations Center if needed for the Mt Hood Transportation Alliance. Participate in Mt. Hood Transportation Alliance meetings.
- Update the MHX website and media platforms, post notices to ITS systems and respond to information requests.
- Interact with public, including information requests that dispatch staff can't answer.
- Create and post notices and display schedules at the Sandy Operation Center and other locations upon request.
- Create and post notices on MHX vehicles, shelters and other locations. Update county schedules, inventory fare media and order new fare media as needed. Compile data required for fare media accounting.
- Continue oversight, maintenance and updates to the ITS system app and equipment on the MHX service, including troubleshooting and replacement of malfunctioning equipment as well as posting notices as needed.
- Provide space for office staff, program materials, parking space for riders, parking of buses, vehicle equipment and shop supplies.
- Provide vehicle(s) for use by the Mt Hood Express in emergencies when existing County owned vehicles are out of service.
- Compile data required for completion of fiscal and grant reports, including tracking performance measures. Collaborate and assist with completion of grant applications and other activities designed to promote long term stable funding.
- Provide necessary staff and other administrative resources necessary to fulfill its

- obligations under this Agreement.
- Update service interruptions or other service updates on Passio (or other ITS system) and the MHX Website as soon as a service interruption or change is known.
- Ensure that service changes are only made by contracted employees in coordination with the City and/or County directly.
- Lead technology implementation and efares project on behalf of all County service providers including MHX and County shuttles.
- Act as pass through for contract payments to third party contractor.
- Other tasks and projects as needed.

County Scope of Work

Subject to the terms of this Agreement, County agrees to provide the following:

- Provide ongoing fiscal support to MHX, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to City when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- Complete and submit required reports to funders in a timely manner.
- Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- Reimburse City in accordance with Section 3 of the Agreement for eligible costs incurred, as further described in Exhibit B.
- Contingent upon availability of sufficient funds, pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, and contingent upon availability of sufficient funds, as determined by the County in its sole discretion, County will be responsible for the following costs associated with accidents: insurance deductibles, repairs not covered by insurance and towing for City owned MHX back up bus for incidents occurring during its use for MHX routes.
- Contingent upon the availability of sufficient funds, as determined by County in its sole discretion, County may pay for additional costs associated with the MHX service that are not specifically included in this Agreement but are directly associated with the operation of the MHX service. Provided funds are available, City and County will negotiate, in good faith, to determine if COUNTY may reimburse CITY for such additional costs and document any additional agreement in writing.
- Provide administrative and operational support as needed.

Exhibit B Budget

BUDGET		
	Year 1 7/25 - 6/26	Year 2 7/26 - 6/27
Operations	\$ 1,393,000.00	\$ 1,393,000.00
Administration	\$ 65,000.00	\$ 65,000.00
Boring Lifeline Transportation Services	\$ 50,000.00	\$ 53,000.00
Expanded Elderly and Disabled Transportation	\$ 80,000.00	\$ 80,000.00
Ski Boxes	\$ 24,949.00	\$ -
TOTAL	\$ 1,612,949.00	\$ 1,591,000.00
		\$ 3,203,949.00

Total Compensation under this agreement shall not exceed \$3,203,949

RIDES PROVIDED		
	Year 1 7/25 - 6/26	Year 2 7/26 - 6/27
Boring Lifeline Transportation Services	500	550
Expanded Elderly and Disabled Transportation	950	1000
TOTAL	1450	1550

EXHIBIT C REPORTING REQUIREMENTS

Reporting:

City shall submit on a monthly basis a narrative summary of the work performed on behalf of the Mt Hood Express, including progress on any planning or special projects.

Invoicing:

City, through designated staff, shall submit to County a monthly invoice for project management services, bus rental, reimbursement of shop supplies, and preventative maintenance and repair costs. Any bus rental fees will include a summary of rental use. Preventative maintenance and shop supply cost reimbursement requests will require documentation sufficiently detailed to allow for reimbursement from the applicable funding source, as determined by the County in its sole administrative discretion.

Farebox detail will be provided and fare income will be sent directly to the County on a monthly basis. Fares will not be deducted from the invoice.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by County on or before the 15th of each quarter following the billing period.

E-mail address: kbabcock@clackamas.us

County shall make payment to City on undisputed amounts within 30 days of receipt of each invoice submitted.

EXHIBIT D

SPECIFIC AGREEMENT PROVISIONS

Contractor (also referred to as “Subrecipient”) shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit D, Subrecipient shall require each of its lower-tier subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit. To the extent that these terms conflict with the provisions of the Contract above, the provisions of this Exhibit D shall control.

1. Disbursement and Recovery of STIF Formula Funds.

- A. Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient’s compliance with this Agreement. As used in this Section, “promptly,” means within 5 business days of TriMet’s receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:
 - i. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse funds to the Subrecipient as outlined in Exhibit E. TriMet will make disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
 - ii. TriMet will provide a written summary of total funds received and total funds disbursed with each disbursement made under this Agreement to all Subrecipients.
- B. STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient’s Project or between that Subrecipient’s Projects as allowed under ODOT published guidance, Subrecipient’s Project Manager will submit a transfer request to TriMet’s Project Manager for Reporting and Compliance. TriMet will promptly request approval from ODOT on Subrecipient’s behalf.

2. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to TriMet as follows:

- A. **Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet and County immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management,

procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Retention of Records and Audit Expenses

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** Subject to the applicable limits of the Oregon Constitution and the Oregon Tort Claim Act, Subrecipient shall indemnify and hold harmless TriMet and County from the cost of any audits or special investigations to the extent arising from or related to Subrecipient's use of STIF Formula Funds in breach of this Agreement or applicable law. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

- A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.
 - i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon

request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.

- B. Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable 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 the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in this Agreement.

- C. Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project in compliance with all applicable procurement laws and policies.

5. **Reserved.**

6. **General Provisions**

- A. Contribution.** 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 TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each 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. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet 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 by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand 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. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient 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 by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of TriMet on the other hand 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. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300,

and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 12 Communications of the Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. 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.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required

Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.

- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an "officer," "employee," or "agent" of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT E

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit B:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT- assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. The requirements of the National Environmental Policy Act (NEPA), including 23

CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



STAFF REPORT

Item # 5.

Meeting Type: City Council
Meeting Date: October 20, 2025
From: Kelly O'Neill Jr., Development Services Director
Subject: Letter of Support: 2025-27 Technical Assistance Grant for Economic Development

DECISION TO BE MADE:

Whether to authorize a letter of support (Exhibit A) for a \$75,000 Technical Assistance (TA) grant for economic development purposes.

APPLICABLE COUNCIL GOAL:

- **Goal 9.1:** Supplement staff capacity to implement the Economic Development Strategic Plan to create more living wage jobs, support local business growth, and support a strong local economy.

BACKGROUND / CONTEXT:

The City Council and staff recognize the importance of developing commercial and light industrial uses along 362nd Drive and Bell Street. The Department of Land Conservation and Development (DLCD) announced a grant deadline of October 10, 2025, for a Technical Assistance (TA) grant. Two program priorities for the 2025-2027 grant cycle were to promote economic development and to update a local government plan for public facilities needed to serve existing development and future projected growth. This was the same grant source that provided \$50,000 to the City of Sandy to assist with the Envision Sandy 2050 Comprehensive Plan.

As noted in the City's Economic Opportunities Analysis under "public facilities and services", "one of the primary considerations about developing a site is whether it has infrastructure to or near the site". Creating maps and related KMZ/CAD files is important to identify utilities (water, sanitary sewer, storm, PGE electric, NW Natural gas lines, SandyNet fiber, etc.) and their relative pipe/transmission sizes, and to identify constraints (slopes over 25%, wetland buffers, creek buffers, BPA transmission lines, etc.).

KEY CONSIDERATIONS / ANALYSIS:

The City would use the grant funds to hire a consultant to develop an infrastructure utility map and related KMZ/CAD files, thus helping the City of Sandy in preparing prime sites for new employers, advanced manufacturing, and local workforce expansion.

The grant application (Exhibit B) was submitted on October 9, 2025, to meet the October 10th deadline.

The grant application must include a resolution or letter (Exhibit A) from the governing body of the city, county, district, or tribe demonstrating support for the project. The application will not be complete if it does not include this item. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.

BUDGET IMPACT:

The City is requesting \$75,000 in grant funds; a \$25,000 match would be required if the grant is awarded. The \$25,000 can be accommodated in the City's current budget.

RECOMMENDATION:

Authorize the Mayor to sign the letter of support for the Technical Assistance (TA) grant on behalf of the City Council.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the Mayor to sign the letter of support for the Technical Assistance (TA) grant application, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Draft Letter of Support
- Exhibit B. TA Grant Application

October 20, 2025

Gordon Howard
Grant Program Manager
Oregon Department of Land Conservation and Development
635 Capital Street NE Suite 150
Salem, Oregon 97301

Dear Mr. Howard,

On behalf of the Sandy City Council, I write this letter in support of the City of Sandy's application for a Department of Land Conservation and Development 2025-2027 Technical Assistance (TA) grant to complete infrastructure mapping and constraints mapping for the Bell Street and 362nd Drive area. This emerging corridor is a prime location for economic development and job creation in our community. In our efforts to attract and facilitate new employers, advanced manufacturing, and local workforce expansion, this grant funding will be essential in identifying utility, transportation, and land-readiness needs, thereby providing certainty for prospective developers and clarity for our staff.

The City of Sandy has been experiencing rapid population growth for several decades, but employment growth has not kept pace with residential growth. The lack of adequate employment growth has pushed Sandy residents to travel outside of Sandy for employment, increasing commute times and transportation costs.

Awarding this grant to the City of Sandy would be a tremendous step forward in achieving the goals listed in the City of Sandy's Economic Development Strategic Plan (EDSP) and the Envision Sandy 2050 Comprehensive Plan. The City of Sandy is committed to addressing economic development needs in our community. Please accept this letter as official support for this grant application from our organization.

Kind regards,

Kathleen Walker
Mayor of Sandy



Department of Land Conservation and Development

2025-27 TECHNICAL ASSISTANCE GRANT APPLICATION

Please complete each section in the form below. Type or write requested information in the spaces provided. **Submit completed applications by October 10, 2025.**

Date of Application: October 09, 2025

Applicant: City of Sandy

(If council of governments, please also include the recipient jurisdiction name if applicable)

Street Address: 39250 Pioneer Blvd

City: Sandy

Zip: 97055

Contact name and title: Kelly O'Neill Jr., Development Services Director

Contact e-mail address: koneill@ci.sandy.or.us and rmarkham@ci.sandy.or.us

Contact phone number: 503-489-2160

Grant request amount (in whole dollars): \$75,000

Local Contribution (recommended but not required): \$25,000

Project Title:

City of Sandy Infrastructure Mapping Plan for Bell Street and 362nd Drive for Promoting Economic Development Growth

Project summary: (Summarize the project and products in 50 words or fewer)

"Building the Gateway to Sandy's Future Workforce"

The Bell Street and 362nd Drive Infrastructure Mapping Plan is more than a road project—it's a foundation for opportunity. By identifying utility, transportation, and land-readiness needs in this emerging corridor, the City of Sandy is preparing prime sites for new employers, advanced manufacturing, and local workforce expansion. This plan ensures that every foot of roadway supports shovel-ready land, streamlined permitting, and direct access for companies ready to invest and hire locally.

Grant Type:

Direct Grant: Will this be a direct grant? Yes ☒ No ☐

If yes, will a consultant be retained to assist in completing grant products? Yes ☒ No ☐

DLCD-provided Consultant: Do you want DLCD to provide and manage a consultant to assist in completing grant products? Yes ☐ No ☒

Project Description & Work Program

Please describe the proposed project, addressing each of the following in an attachment.

A. Goals and Objectives.

State the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

The primary goal of this project is to remove regulatory development barriers for economic development, provide vital tools for large scale retail commercial and manufacturing development and help prepare the 80 acres of land to be market ready and ultimately create jobs. The infrastructure mapping plan will identify utilities (water, sanitary sewer, storm, PGE electric, NW Natural gas lines, SandyNet fiber, etc.) and their relative pipe/transmission sizes, and the constraints (slopes over 25%, wetland buffers, creek buffers, BPA transmission lines, etc.). We think absent this document, there are too many unknowns for prospective developers and for staff to be helpful in moving development forward. This large area of vacant land is vital for job creation in Sandy.

The project is intended to boost economic growth within the commercial and manufacturing business sectors, which were identified as target industry based on the City's 2024 Economic Opportunity Analysis (EOA). By giving this tool to potential developers, it "moves the needle" on economic development growth, leading to more revenue for the state, county, and city. More importantly, it will help create jobs on land in the core of Sandy.

Creating jobs on vacant land involves strategic planning and significant investment. Oregon's planning Goal 9 ensures cities plan for and maintain an adequate supply of land to accommodate economic development and job growth. With that said, Sandy feels an obligation to prepare this land to accommodate large scale commercial and manufacturing development that creates jobs and tariff resilient products.

Based on some of our prior models of the industrial/commercial sites, the ~80 acres could support between 870,000 and 1.39 million square feet of commercial/industrial space. This level of development is preliminarily estimated to create 870 to 2,000 jobs, generate \$50–\$140 million in annual payroll, and return \$1.5–\$3.5 million in annual property taxes for the city, county, and local districts. State income tax revenues would also increase by an estimated \$3.6–\$9.8 million annually, not including corporate income taxes or induced spending impacts.

The utility plan is a strategy that uses mapping and data analysis to connect infrastructure projects with economic growth goals. By creating a clear, visual representation of Bell Street and 362nd Drive's assets and needs, it will help inform strategic decisions and ultimately, development opportunities. As noted in the City's EOA under "public facilities and services", it clearly states "one

of the primary considerations about developing a site is whether it has infrastructure to or near the site”. This is important when a possible developer doesn’t know if the infrastructure available can support the new commercial development. The EOA also recommended that the City align its goals for economic development with infrastructure development. This mapping plan clearly meets this recommendation.

The intention is to create development opportunities, identify critical needs, and to use the map to simplify planning, engineering, and regulatory processes. This will reduce hurdles, project timelines, and remove the regulatory uncertainty that worries some large-scale commercial developers during unpredictable times.

It is important to note that the City is developing an Equivalent Residential Unit (ERU) distribution program for additional sewer capacity that will be allocated from the U.S. EPA in late 2025 or 2026. The additional capacity allowance will allow development around Bell Street and 362nd Avenue while the City continues to work through solutions for the ongoing sanitary sewer moratorium.

Also important, Sandy is sited independently from other cities in Clackamas County, making it challenging, if not impossible to collaborate and share funding costs for infrastructure projects with other jurisdictions. The grant funding requested will make a difference in our community as living wage jobs and economic growth is needed and the grant funds are necessary to achieve this.

Lastly, the plan will integrate environmental data to identify green infrastructure opportunities, mitigate ecological risks, and promote sustainable practices. The GIS platform could also help us visualize emission sources and climate related risks.

Please indicate whether this is a stand-alone project or is part of a longer multi-year program:

This project is both a stand-alone project and part of a longer multi-year program since Bell Street and 362nd Drive will continue to grow and develop for years to come. The infrastructure mapping plan will be a stand-alone project to reduce regulatory barriers, timelines, and determine the basic infrastructure demands, constraints, and requirements for large scale commercial and manufacturing development. This will be a tremendous step forward in achieving goals listed in the City of Sandy’s Economic Development Strategic Plan (EDSP) set for adoption in the next few months.

Previous work related to this project was the construction of two new roads in 2023 which opened 80 acres of commercial zoned property for development. Work beyond this project will continue as the area is developed. This is a beginning step towards further growth and economic development expansion, making this first step very instrumental in marketing this land for large retail commercial and manufacturing businesses. The two roads will eventually continue to develop further to the north to Kelso Road and to the west to Orient Drive.

Program Priorities:

Our request for grant funding corresponds directly with “program priorities” #1 (promote economic development) and # 4 (update a local government plan) from page 3 of the grant application packet. Specifically, it will promote economic development by giving future commercial and manufacturing developers clear utility infrastructure location and size information, land constraints, and where ecological assets are located. Without a clear understanding of the required infrastructure and land

constraints, it will be difficult in an already challenging situation with the sanitary sewer moratorium for a developer to risk investing in Sandy. The development of this open land is imperative for future development revenue and the workforce needed for the community.

According to Sandy's 2024 adopted Comprehensive Plan, it was noted that the city's population doubled in the last two decades from 2000 – 2021 and based on the Housing Capacity Analysis (HCA), the Urban Growth Boundary (UGB) is also forecasted to grow from 13,877 to 20,227 by 2043, with Sandy expected to have over 8,000 employees by 2043. To meet the anticipated growth in employment, Sandy needs to invest in vacant land that can be developed into commercial and manufacturing businesses that can provide workforce jobs in the community.

According to the EOA, adopted April 2024, most new employment will require new commercial land for development. Without the City facilitating the creation of a utility and constraints map and related KMZ/CAD files, the development of the available property could be stagnant and disregarded by future large commercial developers' due to unknowns.

In addition, one of the EOA key recommendations states *"Sandy should align its goals for economic development with planning for infrastructure"*. It also says, *"the city can support economic development through planning for and developing infrastructure"*. A slowing economy in 2025, high interest rates, the sanitary sewer moratorium, and trade uncertainty weighing on commercial developers, Sandy needs to do the best it can to incentivize economic development.

Reducing Environmental Impacts:

By creating the mapping plan and related KMZ/CAD files for land constraints it will also minimize environmental impacts of construction by preventing accidental damage, contamination, and habitat destruction through precise planning and reduced excavation. Detailed mapping reduces the need for extensive disruptive excavations which preserves the integrity of underground environments and protects the soil health. This plan also allows for optimized project designs that lead to more efficient construction methods, reducing resource consumption. Lastly, mapping enables the integration of new technologies and sustainable solutions, such as underground renewable energy systems, while minimizing impacts on the environment.

Priority Populations Inclusion:

This project will give the City the opportunity to have inclusive outreach and engagement practices with priority populations, giving them an open opportunity to have a voice in their local government process. This project would include community outreach targeting key priority populations in the city of Sandy. Our priority populations will benefit from new economic growth, bringing new living wage jobs to our city and helping to eliminate their concerns over transportation and commuting issues.

NOTE: The City received the "2025 Achievement in Community Engagement Award" for the Envision Sandy 2050 Comprehensive Plan showing our commitment to inclusion, especially for priority populations.

B. Products and Outcomes.

Clearly describe the product(s) and outcome(s) expected from the proposed project. Briefly describe any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with federal requirements, socioeconomic gains, and other relevant factors.

The “products” needed for a successful project to enhance our future economic development growth will include hiring a consultant to assist staff with gathering data and getting utility companies to determine existing constraints to develop 80 acres of vacant commercial and manufacturing development. The plan and related KMZ/CAD files will also include ecological constraints on the site to ensure eco-friendly development.

Outcomes

This project would expand future opportunities for a broad scale of our population, creating living wage jobs, and improving Sandy’s overall economic resiliency. Sandy staff intend to use this utility mapping plan and related KMZ/CAD files to streamline our process for developers and build upon our recently adopted Comprehensive Plan and EOA, both of which encouraged economic growth and infrastructure planning.

Goal 1 in Sandy’s Economic Development Strategic Plan (EDSP) states “*improve systems to ensure broad and durable access to economic opportunity and maintain Sandy’s high quality of life*”. We can improve our systems by creating the infrastructure mapping plan on the largest vacant land available in Sandy for commercial development. It will remove hurdles, improve timelines, and answer questions that would have cost time and money for potential developers. To improve the quality of life in Sandy, we need living wage jobs in the community.

Also noted in the EDSP strategies was a need to “*identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities*”. Strategy 6.1 also states “*leverage undeveloped areas to support larger retail business expansion*”. The utility mapping plan and related KMZ/CAD files is an action item directly related to these strategies.

Furthermore, under *Action 1.1.4* in the EDSP it states, “*expand accessible and affordable childcare facilities to increase available workforce for local businesses and ensure greater economic mobility for working families*”. The mapping plan will have a direct domino effect by encouraging development while also creating more need locally for affordable childcare. The more local economic development of living wage jobs, the more it will create the need for additional local daycare facilities in the community.

Under *Goal 6, Action 6.1.1* in Sandy’s EDSP, it specifies “*secure large anchor retail business to the 362nd Avenue and Bell Street area or otherwise align recruitment activities with long term plans for the area*”. This *Action* item links directly to our grant funding request to create an infrastructure utility map and related KMZ/CAD files which also aligns with DLCD’s “program priorities #1” encouraging and promoting economic development. Again, this removes obstacles for future commercial and manufacturing developers, allowing for a clear understanding of requirements and constraints. It also helps market the area, thus encouraging development.

More still, under the “*362nd Drive and Bell Street Concept Plan*” that was discussed at a City Council

work session on February 6, 2023, “infrastructure planning” was a key component for our next step in the economic development of the land on Bell Street and 362nd Drive. Without the details of the utility infrastructure needs, pipe and transmission sizes, and the constraints of the property with slopes, wetlands, BPA lines and creek buffers, it leaves many unknown variables for a developer to consider moving forward with development.

The socioeconomic gain achieved through this grant will include:

- **Infrastructure Development.** This leads to significant socioeconomic gains by fostering economic growth, improving productivity, creating jobs, and raising the standard of living.
- **Workforce jobs** (*job creation and higher wages*). Increase the community’s quality of life by increasing the number of jobs that pay a living wage and provide benefits.
- **Increased resources and opportunities.** Economic Development attracts new industries, creates jobs, and increases demand for labor across the local economy.
- **Skill development.** Boosting individual productivity, creativity, and earning potential while simultaneously driving economic growth through increased innovation and skilled workforce.
- **Better health outcomes.** This is strongly linked to increased socioeconomic gains because a healthy population is more productive. More workforce job opportunities cut down on commute time and more time at home with family and friends.

Outcomes Expected:

- Identify utilities (water, sanitary sewer, storm, PGE electric, NW Natural gas lines, SandyNet fiber, etc.) and their relative pipe/transmission sizes, and the constraints also identified (slopes over 25%, wetland buffers, creek buffers, BPA transmission lines, etc.).
- Identify potential right-of-ways and easements.
- Tariff resilience, a priority from RST (Regional Solutions Team), if in fact we can see more manufacturing jobs created on this noted property.
- Boost large commercial and manufacturing development leading to living wage jobs.
- Removing barriers for large economic development.
- Increase economic productivity while bringing down costs for companies making our land in Sandy more desirable.
- Increase number of rate payers and SDC revenue. The increase in rate payers and SDC revenue will provide funds for increasing our water and wastewater capacity.
- Streamlines project timelines for new economic development: Improves project planning and execution by eliminating the guesswork associated with subsurface infrastructure.
- Mapping of protected ecological assets to ensure protection of those assets when commercial development is planned.
- Job creation. The map and related KMZ/CAD files will help cut through regulatory uncertainty for future developers and help the land use development process.

Significant Effects:

1. Job Creation.
2. Boost in economy (revenue for State, County, and City).
3. Lower the timelines for development by having the utility infrastructure already mapped.

4. Updated environmental data and constraints mapped.
5. Increase water and wastewater capacity by increasing the rate payers and collecting more SDC revenue.
6. Priority populations that have transportation challenges would have access to local jobs paying living wages, some with benefits.
7. Decreases regulatory barriers and burdens.
8. Fosters collaboration with economic development opportunities.

C. Equity and Inclusion Considerations.

Using the [TA Grant Equity Guidance](#), identify priority populations in the project planning area. Describe the anticipated impact of your proposed project on priority populations. Describe a preliminary outreach and engagement plan with specific goals and outcomes for participation of priority populations in the project. Include specific tasks and products related to the outreach and engagement plan in sections D and E.

The City of Sandy has a commitment to diversity, equity, and inclusion and will work on a community engagement plan targeting priority populations, including persons of color, people with disabilities, low income, residents with limited English, and the homeless population.

During the procurement process for a consultant, the ability to conduct outreach and engagement will be part of the evaluation criteria. Sandy staff will request that the selected firm from the procurement process do the following:

1. Identify priority populations that have historically been underrepresented or marginalized within the City of Sandy
2. Create an outreach and public engagement plan that presents a transparent process targeting priority populations to gather information:
 - * The outreach will include collecting feedback, contact information where applicable, and any other pertinent information.*
 - * Provide information on the mapping plan process in verbal and written formats. Sandy staff will also advertise that we can provide handouts in other languages as requested.*
3. Post-plan evaluation of engagement with priority populations

The City of Sandy has a commitment to promote diversity and equity with intention of providing an excellent quality of life for all residents. The City also hopes that our commitment and our work towards infrastructure utility mapping will bring more options for employment to our more vulnerable, low income, and more diverse populations.

The requested grant funding is the first step towards making the land market ready for large scale economic development that will benefit all, including our identified priority population. When the 80 acres of commercial land develops, it will have an enormous benefit to this population that also tends to disproportionately be affected by transportation constraints, daycare needs, and the ability to make a living wage.

D. Work Program, Timeline & Payment.

- 1. Tasks and Products:** List and describe the major tasks and subtasks:

- **TITLE OF TASK:** Create an ***Infrastructure Utility Mapping Plan*** and related KMZ/CAD files for the recently available commercial property (80 acres) located off the newly constructed road at Bell Street and 362nd Drive.
- **STEPS TO COMPLETE TASK (subtasks):**
 1. **Post a Request for Procurement (RFQ)** to hire a consultant that can assist the City in mapping the target area and pulling data in order to have a comprehensive utility map and related KMZ/CAD files.
 2. **Evaluate RFP applications and hire a consultant.**
 3. **Community Engagement with Priority Populations.** Consultant to identify priority population with a goal of collecting feedback, contact information where applicable, and other pertinent information.
 4. **Contact utilities** (water, sewer, stormwater, electrical, gas, and cable/fiber) to assist and give their feedback and requirements for each utility.
 5. **Map environmental constraints.**
 6. **Create draft map and related KMZ/CAD files for review.**
 7. **Finalize mapping and related KMZ/CAD files.**
- **THE INTERIM AND FINAL PRODUCTS FOR EACH TASK:**
 1. **Interim Product** will be a draft version and submittal of the infrastructure utility map and constraints map (and related KMZ/CAD files) for review.
 2. **Final Product** will be the final completed infrastructure utility map and constraints map (and related KMZ/CAD files).

2. Timeline: *List all dates for the project including tentative start date after the contract is signed, task completion dates, and project completion date. If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.*

- **January 2026:** City issues Request for Proposal
- **February 2026:** Proposals Received and Evaluated
- **March 2026:** Contract with selected consultant signed and project starts
-
- **April 2026:** Community Engagement with Priority Populations
- **May 2026:** Utility Companies to Evaluate Target Properties for Infrastructure needs
- **Summer 2026:** Draft Maps created for review
- **End of Summer 2026:** Final Maps created

3. Payment Schedule: *Develop a requested payment schedule showing amount of interim and final payments. Include the products that will be provided with each payment request. The payment schedule should generally include no more than two payments – an interim and final payment.*

- **First and only payment: September 2026 when Final Map is completed**

E. Evaluation Criteria.

Include a statement in the narrative that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).

This project unequivocally meets the grant program priorities and could be considered the highest priority under “promoting economic development”. This plan will also:

- Boost economic development (*priority #1, program priorities, page 3 of grant application packet*), by clearing barriers and regulatory regulations for large retail commercial and manufacturing businesses which can speed up land use development applications and processing. This will identify utilities (water, sanitary sewer, storm, PGE electric, NW Natural gas lines, SandyNet fiber, etc.) and their relative pipe/transmission sizes, and the constraints will also be identified (slopes over 25%, wetland buffers, creek buffers, BPA transmission lines, etc.)

It can also assist the applicant in determining building placement in order to use the land in the most efficient way possible as well as knowing any unforeseen environmental factors.

- Update local government plan for public facilities needed for future projected growth (*priority #4, program priorities, page 3 of grant application packet*). The mapping plan will be invaluable over the years as continued development occurs and more public facilities and infrastructure is required. The plan will save money and time for economic land developers.
- Focus on reducing greenhouse gas emissions. This meets “*evaluation criteria #2*” under “plan for resilience to natural hazards and climate change” as well as #7 for “planning for identification and protection of environmental resources”.
- Advocate for living wage jobs and economic development of “workforce” employment opportunities that allow Sandy citizens to live and work inside their own community. More workforce employment opportunities will eventually drive more need for local daycare sites. Creating an infrastructure utility map and related KMZ/CAD files will also assist in the most efficient layout of the buildings that will eventually be constructed. (*program priority #1*)
- The creation of maps and related KMZ/CAD files will show Sandy’s commitment to a future with strong economic growth that includes jobs for priority populations and all community members that need a localized job that provides a living wage and potentially benefits. (*program priority #1*)
- The maps and related KMZ/CAD files will also identify areas that may have more environmental implications (streams, wetlands, slopes, etc.) which could save the developer time and money knowing these constraints up front. This will also help save costs and streamline development of construction documents. (*priority #4*)

- Focus on outreach to priority populations to assist the City by promoting more economic development and industrial jobs that could benefit all citizens. (*equity & inclusion*)

F. Project Partners. *List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc.)*

- The City of Sandy is the stand-alone entity requesting grant funding to assist in our Economic Development needs.

G. Advisory Committees. *List any advisory committee or other committees that will participate in the project to satisfy the local citizen involvement program. Include specific goals for participation by priority populations in advisory committees.*

Sandy will have the following opportunities for advisory participation:

- The City will conduct outreach to priority populations, including persons of color, persons with disabilities, non-English speaking residents, low-income citizens, and homeless individuals so they can share, participate, advise, and comment on a project that could lead to job development on the land along Bell Street and 362nd Drive.
- The City will also create a staff advisory committee to oversee and discuss specifics, concerns, and timelines, including the hired consultants.

H. Cost-Sharing and Local Contribution. *DLCD funds are only a part of overall project costs; please identify sources and amounts of other funds or services that will contribute to the project's success. Cost-sharing (match) is not required but could be a contributing factor to the success of the application.*

- The City expects the overall project will cost up to \$100,000, of which \$75,000 is requested from DLCD via this technical assistance grant program. The remaining \$25,000 will come from the City of Sandy General Fund.

I. Grantee Capacity: Past performances on recent successful grant funding from DLCD

- **Comprehensive Plan**
 1. Awarded Grant on November 23, 2021
 2. Comprehensive Plan Adopted October 2024
 3. Received Achievement in Community Engagement Award (2025)
- **Housing Production Strategy (HPS)**
 1. Awarded Grant on September 8, 2023
 2. HPS will be adopted by the end of 2025
- **Mass Timber**
 1. Awarded Grant on September 11, 2023

2. Mass Timber Administrative code modifications will be adopted by the end of 20

Item # 5.

Local Official Support

*The application **must include a resolution or letter from the governing body** of the city, county, district, or tribe demonstrating support for the project. If the applicant is a council of governments on behalf of a city, a letter or resolution from the city council supporting the application must be included. The application will not be complete if it does not include this item. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.*

The letter of support will be submitted to DLCD after the application submittal deadline.

Product Request Summary

Product	Grant Request		Local Contribution		Total Budget
Infrastructure Utility Mapping Plan/ Hire Consultant	\$	<u>75,000</u>	\$	<u>25,000</u>	\$ <u>100,000</u>
2	\$	_____	\$	_____	\$ _____
3	\$	_____	\$	_____	\$ _____
4	\$	_____	\$	_____	\$ _____
5	\$	_____	\$	_____	\$ _____
6	\$	_____	\$	_____	\$ _____
7	\$	_____	\$	_____	\$ _____
8	\$	_____	\$	_____	\$ _____
TOTAL	\$	<u>75,000</u>	\$	<u>25,000</u>	\$ <u>100,000</u>

Submit your application with all supplemental information to:

DLCD's Grant Administrator

E-mail (required): DLCD.GFGrant@dlcd.oregon.gov

Mail: Department of Land Conservation and Development
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Phone: 971-239-2901

APPLICATION DEADLINE: October 10, 2025



STAFF REPORT

Item # 6.

Meeting Type: City Council
Meeting Date: October 20, 2025
From: John Wallace, Recreation and Senior Services Manager
Subject: Community-Wide Event Declaration: Winterfest 2025

DECISION TO BE MADE:

Whether to declare Winterfest 2025 a Community-Wide Event

APPLICABLE COUNCIL GOAL:

- **Goal 5.1:** Invest in our park system for current and future residents of Sandy and continue expansion of recreational opportunities for the community
 - **Goal 5.1.3:** Continue to expand Winterfest, and make it sustainable in terms of funding and staff capacity.

BACKGROUND / CONTEXT:

The Merry Makeover Challenge is a community-wide event designed to engage local businesses and encourage them to “pledge” their participation in Winterfest. By officially joining, businesses commit to:

- Decorating their storefronts and landscaping
- Participating in the annual citywide decoration competition, voted on by Sandy residents
- Opening their doors for the Family-Friendly Stocking Stroll

According to City Municipal Code [SEC. 15.32.080](#) - *Prohibited Signs*, businesses face certain restrictions on the types of holiday decorations they may use. Specifically, section J, prohibits the following:

- J - Attention attracting devices, flags, balloons, windsocks, pennants, streamers, valances, spinners, spirals and other wind-activated devices including propellers.

If Winterfest is designated as a *Community-Wide Event* under City Municipal Code [SEC. 15.32.035](#), many of the restrictions could be relaxed, allowing for more elaborate holiday displays. The code permits:

- Special signs, including but not limited to banners, flags, wind-activated devices, streamers, balloons, pennants, posters, etc., as approved by the city council may be permitted provided that:

- A - The applicant must submit a written request, specifying the time period for display of signs, type of event, types of advertising/display material and proposed locations of display materials.
- B - Time limits: 21 days prior to the event and removal within seven days following the event.
- C - Street banners proposed to be erected over the state highway right-of-way are subject to a permit issued by the State Highway Division and all applicable rules of that agency.

Per SEC. 15.32.080 and ODOT requirements, all holiday light displays must remain static (non-blinking/non-moving) to avoid distracting motorists along Highway 26.

KEY CONSIDERATIONS / ANALYSIS:

This would be a similar process the Council completed for Winterfest 2023, 2024, The Mt. Hood Farmers Market, and Sandy's First Friday events.

Winterfest 2025 will run from November 21, 2025 through January 4, 2026. According to Section B from code SEC. 15.32.035, businesses can start decorating 21 days before the start of the event and the removal of decoration must be completed 7 days following the event.

The Parks and Recreation Department will have an application process for businesses to take part in the Merry Makeover Challenge. As part of the application, there will be a signed agreement stating that the business owners understand the time frame, the parameters of our City Code and supply a written "scope of work" as to how they will be decorating. All applications will be reviewed and approved by Parks and Recreation staff members. Businesses that do not participate in the Merry Makeover Challenge will not benefit from the Community-Wide Event designation and will have to follow the Sandy Sign Code.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends City Council declaration of Winterfest 2025 as a Community-Wide Event.

SUGGESTED MOTION LANGUAGE:

"I move to declare Winterfest 2025 as a Community-Wide Event from November 21, 2025 - January 4, 2026."

LIST OF ATTACHMENTS / EXHIBITS:

N/A



STAFF REPORT

Item # 7.

Meeting Type: City Council
Meeting Date: October 20, 2025
From: Tyler Deems, City Manager
Subject: Municipal Judge Retirement

DECISION TO BE MADE:

Approve the recruitment process for the City of Sandy Municipal Judge, and select two Councilors to participate in the review of applications.

Judge Brisbin is in attendance this evening to provide the Council with general information regarding the Court. This is also an opportunity for the Council to thank Judge Brisbin for her three decades of service to the City of Sandy prior to her retirement.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

Judge Karen Brisbin has been the Municipal Court (Court) Judge for the City of Sandy since 1995. For the last 30 years, Judge Brisbin has managed the Court, which predominately includes adjudicating traffic citations, municipal code violations, and the occasional wedding. Judge Brisbin also serves as the Justice of the Peace for Clackamas County and as the presiding judge for Clackamas County Justice Court. The Court has made an effort over the past several years to implement technology to streamline processes, and mimic many of the same processes that Justice Court has.

The powers of the Judge are outlined in the [City of Sandy Charter, specifically Section 21](#). The Charter reads as follows:

"The council may appoint a municipal judge who shall be the judicial officer of the city. He shall hold within the city a court known as the municipal court for the city of Sandy, Clackamas County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city. He shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause

before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts.”

KEY CONSIDERATIONS / ANALYSIS:

Attached to this staff report is a draft request for proposals (RFP) for municipal court judge services. Key considerations of this RFP include the scope of work and timeline of events:

Scope of Work

In addition to the language outlined in the Charter, the essential functions of this role include:

- All general duties of a municipal court judge acting in the capacity for a municipal court, presiding over arraignments, accepting please, and conducting sentencings.
- Utilizing existing Tyler Technologies Incode Court software to review cases and enter judgements.

Time of Events

- RFP Published: Week of October 20, 2025
- Proposals Due: November 14, 2025
- Finalize Selections: Week of November 17, 2025
- Interviews: Week of December 1, 2025
- Council Appointment: December 15, 2025
- Contract Finalized: December 31, 2025

This proposed timeline of events would allow for adequate time to receive and review applications and conduct interviews. There would also be enough time to ensure that the selected finalist would be able to attend the scheduled court date in December, to watch the court proceedings, and meet with Judge Brisbin to ask any questions about process.

Proposer Requirements

- Possess a juris doctorate degree from an accredited law school.
- Be an active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters.
- Carry valid insurance coverage under the Professional Liability Fund.
- Have at least five (5) years of experience practicing law.
- Have experience in trial proceedings as a judge or prosecutor, with municipal court experience preferred.
- Successfully pass the Criminal Justice Information Service (CJIS) requirements.
- Experience using Tyler Technologies Incode Court software preferred.

To ensure that this timeline can be met, it would be helpful to select two Councilors to participate in the review of applications. Finalists would then be forwarded to the entire Council to conduct interviews. Additional application reviewers could include the Chief of Police, Finance Director, and City Manager.

BUDGET IMPACT:

None at this time.

RECOMMENDATION:

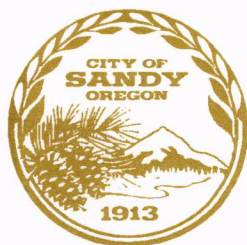
Provide staff with direction on any changes to the proposed recruitment process, including both scope of work and tentative schedule of events.

SUGGESTED MOTION LANGUAGE:

"I move to approve the Municipal Judge recruitment process as outlined in the meeting packet, and authorize the City Manager to begin the process."

LIST OF ATTACHMENTS / EXHIBITS:

- Judge Brisbin Retirement Letter
- Draft Municipal Court Judge Services RFP



MUNICIPAL COURT
39250 Pioneer Boulevard
Sandy, Oregon 97055
(503) 826-1939
Fax (503) 668-8714

October 1, 2025

Sandy City Council
Tyler Deems, City Manager
39250 Pioneer Blvd
Sandy, OR 97055

RE: Karen Brisbin Retirement

Dear City Council,

I respectfully submit a formal notification of my retirement as the Sandy Municipal Judge effective January 1, 2026.

For the past thirty years, it has been my honor and privilege to serve the public as the municipal court judge in a local setting that promotes justice in a fair and impartial forum. I am proud that the City allowed the court to stay current by advancing its technology, thus, allowing the court to move from paper citations and files to paperless, electronic files. My appreciation is expressed to City staff and colleagues for their support as the court has continued to establish public trust and confidence.

I sincerely appreciated the opportunity to serve as the Sandy Municipal Judge.

Respectfully,

Karen Brisbin

CITY OF SANDY, OREGON

REQUEST FOR PROPOSALS FOR MUNICIPAL COURT JUDGE SERVICES



39250 PIONEER BLVD
SANDY, OREGON 97055

ISSUE DATE: TUESDAY, OCTOBER 21, 2025

PROPOSALS DUE: FRIDAY, NOVEMBER 14, 2025

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I. BACKGROUND INFORMATION

a. City Information

Sandy is a community where citizens, civic organizations, businesses, and city government work together to ensure that the community retains its hometown identity, high quality of life and its natural beauty. The City incorporated in 1911, and today it serves a population of 12,993. It is close to the region's business core, urban amenities, and the Portland International Airport with Portland approximately twenty-six miles to the west.

The City is a full-service municipality that operates under a council/manager form of government. The elected City Council consists of the Mayor and six Councilors. The Council sets policies for city government, enacts ordinances and hires, directs and evaluates the city manager. In turn, the city manager is the City's chief executive officer, responsible for overall management and administration. The City Council is also responsible for the hiring and evaluation of the municipal judge.

Municipal services are provided by City employees and headed by the city manager. The City operates its own police department, a municipal court, water, sewer and stormwater utilities, street operations, planning, building, library, parks and recreation, and senior services. In addition, the City operates its own transit service and telecommunications utility. The City also has one component unit, the Sandy Urban Renewal Agency (Agency).

The Sandy Fire District, under contract with Clackamas Fire, provides fire and emergency services to the community. The City lies within Clackamas County, which is headed by a board of commissioners and based in neighboring Oregon City.

b. Confidentiality

All information submitted by Proposers will be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from the disclosure consistent with Oregon Law. All requests must be in writing, noting specifically which portion of the proposal the Proposer requests exemption from disclosure. Proposer will not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposers should not mark the entire proposal document "confidential."

II. GENERAL INFORMATION

a. General Description

The City of Sandy is seeking proposals for Municipal Court Judge services. The Municipal Court Judge's role is identified in the City of Sandy Charter, Section 21. The Judge is the judicial officer of the City and shall exercise original and exclusive jurisdiction of all offenses defined and made publishable by ordinances of the City. In addition, when not governed by the ordinances of the charter, all proceedings in the municipal court shall be governed by the applicable general laws of the state governing justices of the peace and justice courts. The City employs one Municipal Court Clerk to assist the Judge in carrying out day-to-day operations of the Court, including processing citations, taking payments, entering payment arrangements, and reporting to Oregon Department of Motor Vehicles.

b. City Point of Contact

Questions, inquiries, or comments regarding this Request for Proposals (RFP) or the municipal court shall be directed to:

Tyler Deems
City Manager
tdeems@ci.sandy.or.us
503-826-1079

c. Responding to the RFP

Your proposal must be received no later than November 14, 2025, at 3:00 p.m. and should be emailed to tdeems@ci.sandy.or.us in PDF format. Emailed proposals shall not be deemed received until a confirmation email sent by the City is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable by the City. Late proposals will not be considered.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest in receiving the RFP addenda or have obtained the proposal materials. The addenda will be posted on the City's website and issued by email to the address furnished to the City by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

d. Tentative Schedule for Selection Process

Proposal Due:	November 14, 2025 (3:00 pm)
Finalist Selections:	Week of November 17, 2025
Interviews:	Week of December 1, 2025
Council Approval:	December 15, 2025
Contract Finalized:	December 31, 2025

Note: This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum and mailed to all potential proposers who have received RFP documents.

e. Disputes

In case of any doubt of differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City will be final and binding upon all parties.

f. Proposer's Representation

Proposer, by the act of submitting a proposal, represents that:

- They have read and understand the proposal documents and their proposal is made in accordance therewith;
- They have familiarized themselves with the local conditions under which the work will meet their satisfaction; and
- Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

g. Solicitation Protest Procedures

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section II (d). The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer.

Protests must be addressed as follows:

Tyler Deems, City Manager
Re: Municipal Court Judge RFP
tdeems@ci.sandy.or.us

Protests must include:

- a. The identity of the Proposer;
- b. A clear reference to this RFP;
- c. Reason for the protest;
- d. Proposed changes to the RFP provisions and/or statement of work; and
- e. All required information as described in ORS 279B.405(4).

h. Acceptance or Rejection and Negotiation of Proposals

The City reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100 and Local Contract Review Board Rule (LCRBR) 30.125 or 30.130, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City of Sandy, if doing so in the public interest. Any protest or objection of award must comply with LCRBR 30.135 and/or 30.140.

i. Affirmative Action/Nondiscrimination

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not violated any of the aforementioned acts, practices, or statutes.

III. SCOPE OF WORK

a. Term of Service

The agreement resulting from this RFP will commence on or about January 1, 2026, and extend through December 31, 2028.

b. Background

Municipal Court is assigned under the Finance Department and is managed by the Court Clerk. The Finance Director, with input from the Municipal Court Judge, is responsible for the Court

Clerk's evaluation, day-to-day supervision, and department budgeting. The Municipal Court Judge is responsible for directing the Court Clerk in regard to court responsibilities.

The City operates its own police department, with the Police Chief appointed by the City Manager. The police force consists of 17 sworn officers, two community service officers, one records manager, one records specialist/evidence technician, and one records clerk.

c. Scope of Work

The scope of work for the Municipal Court Judge is provided below:

i. SERVICES TO BE PROVIDED

a. Judicial Services and Duties

The Municipal Court Judge services include, but are not limited to, all general duties of a municipal court judge acting in the capacity for a municipal court, presiding over arraignments, accepting pleas, and conducting sentencing.

The City holds municipal court for arraignments and trials twice per month on Mondays, generally from 1:00 – 3:00 pm at Sand City Hall. The Court Clerk assists the judge with paperwork and necessary orders. The Municipal Court Judge may review court programs, court fines, court charges, and court procedures. The Municipal Court Judge shall keep the Court Clerk apprised of any changes in laws and procedures.

b. City Charter – Section 21

Section 21 of the Sandy Charter sets forth the authority and duties of the municipal judge as follows:

“The council may appoint a municipal judge who shall be the judicial officer of the city. He shall hold within the city a court known as the municipal court for the city of Sandy, Clackamas County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city. He shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing justices of the peace and justice courts.”

c. Court Software

The Judge shall utilize the City's court operations software, Tyler Technologies Incode Court, to review cases and enter judgements into the case. The City's Information Technology Department is responsible for system security, backups, and installing software upgrades.

The City's municipal court is not a court of record. The court is nearly 100% paperless.

ii. **OTHER SERVICES**

If the City develops need for additional services during the life of the agreement, those services will be provided with the same conditions as apply to existing accounts at the time. If regulatory bodies establish new regulations, the municipal judge shall demonstrate full compliance with those regulations. If the municipal judge develops other services, the City is to be furnished with any information that it may use to consider these services.

IV. PROPOSAL AND PROPOSER REQUIREMENTS

a. Proposal Submittal

Proposals, including attachments, must be addressed and delivered in PDF format as identified in Section II(c). A person who has been authorized to make such a commitment on behalf of the proposing firm must sign the proposal. Proposals must be addressed and submitted by the deadline. Phone, facsimile, mail delivery, and in-person proposals will not be accepted. There will be no formal opening of proposals.

b. Proposer Requirements

Any firm or person submitting a proposal must meet the following minimum requirements:

- i. Possess a juris doctorate degree from an accredited law school;
- ii. Be an active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters;
- iii. Carry valid insurance coverage under the Professional Liability Fund;
- iv. Have at least five (5) years of experience practicing law;
- v. Have experience in trial proceedings as a judge or prosecutor, with municipal court experience preferred;
- vi. Successfully pass the Criminal Justice Information Service (CJIS) requirements; and
- vii. Agree to execute the City's personal services agreement, if awarded.

c. Proposal Requirements

The following items are a minimum content requirement of a proposal submitted in response to this RFP:

- i. **Cover Letter.** A letter must include the following: Proposer's legal name, address, phone, federal tax ID number, website address (if applicable), and name of the individual authorized to represent the proposing firm/person regarding the proposal.
- ii. **Qualifications.** Describe the experience and knowledge in providing municipal court judge services. Describe capabilities and resources in relation to the requested professional services, including the qualifications of any key staff that would likely

provide these services. Describe the experience and competence with governmental and municipal agencies. Include resumes on each person involved in the services with verifiable references, as well as a description of organizational framework, special resources, and any other information to demonstrate that the firm or individual can effectively and efficiently provide the requested services.

- iii. Understanding and Approach. Describe the firm's approach for collaborating with city staff to conduct the work described. Provide any proposed recommendations for changes to the scope of work to better provide an efficient and effective process that engages the community and provides sound, defensible measures to complete the requirements of municipal court judge services, including but not limited to outstanding fine collection, facilitating city staff and Council relationships, controlling and monitoring costs associated with court operations, and keeping Council informed on changes affecting the municipal court. Describe any other action or program you may implement, and your philosophy on the administration of fines for first-time and repeat offenders.
- iv. Service Timeframe. Describe the approach to scheduling tasks in order to meet deadlines and achieve timely completion of the services.
- v. References. Provide two (2) current letters of recommendation made in specific reference to this position.
- vi. Proposed Fee. Provide the proposed fee for completion of the services described in Section III (c). Include rates for other items, such as reimbursable expenses.

V. PROPOSAL SELECTION AND EVALUATION

a. General

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any and all proposals or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the City. The City is not liable for any cost the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluation and interviews, the City intends to negotiate an agreement with the Proposer whose proposal is deemed to be the most advantageous to the City.

A selection panel will be comprised of at least four members of the City. The role of the selection panel is to evaluate all responsive proposals and select from the respondents a minimum of three (3) proposers whose proposals evidence the highest level of qualifications. The top selected proposed will be invited to interview with the City Council.

Scoring of the top selected proposals will be completed covering all areas listed in Section IV (c). If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the selection panel to complete the evaluation process.

b. Evaluation Criteria

In accordance with Section IV (c), the criteria listed below will be used to determine the apparent successful Proposer. Proposals will be scored by the selection panel as follows:

	<u>Evaluation Criteria</u>	<u>Points</u>
1.	Proposal submitted on time	Pass/fail
2.	Qualifications	25
3.	Service understanding and approach	30
4.	Service timeframe	10
5.	Fee evaluation	25
6.	Interview (top proposers only)	10

The selection team shall be comprised of two City Council members, the Chief of Police, the Finance Director, and the City Manager. The selection team will review the applications and select up to three proposers that meet the minimum qualifications to interview. Interviews will then be conducted by the City Council.

c. Ranking of Proposals

The selection panel will evaluate all responsible proposals and score accordingly for the criteria in Section V (b). The scores of the panel members will then be combined to identify the top proposers. The selection panel will select from the highest scored proposals a minimum of three (3) proposals that exhibit the highest level of qualification and invite those proposers to interview.

Following interviews, the selection panel will apply final scoring per Section V (b) and make a recommendation of award.

Proposals will be ranked based on evaluation of responses with the highest-ranked proposal being that proposer which is deemed to be the most appropriate and fully able to perform the services, and the second highest-ranked proposal being the Proposer next most appropriate, all in the sole judgement of the City.

Evaluation scores will be combined with the intent to award to the highest-ranked proposed. Any proposal in response to this RFP will be considered de facto permission to the City to disclose the results, which completed, to selected reviewers at the sole discretion of the City.

d. Proposal Rejection

The City reserves the right to:

- i. Reject any and all proposals not in compliance with all public procedures and requirements;
- ii. Reject any proposal not meeting the specifications set forth herein;
- iii. Waive any or all irregularities in proposals that are submitted;
- iv. Award any or all parts of any proposal; and
- v. Request references and other data to determine responsiveness.

e. Intent to Award

Upon completion of the evaluations and interviews, the City will provide written notice of its intent to award the contract to the individual or firm who best meets the overall needs of the City.

f. Protest of Award

In accordance with the City's Public Contracting Rules and ORS 279B.410, any adversely affected or aggrieved proposed have seven (7) calendar days from the date of the written selection notice to file a written protest, as identified in Section II (g).

VI. CONTRACT REQUIREMENTS**a. Contract**

Selected Proposer will be asked to sign a personal services agreement with the City. A sample contract is attached as part of these RFP documents. The City will require specific levels of insurance, a City of Sandy business license, and a federal tax identification number.

b. Contract Negotiation

The City reserves the right to negotiate final terms of the agreement as the City determines to be in its best interest. The City will begin negotiations once the selection panel has chosen the highest-ranked proposed and issued a notice of intent to award. If the City cannot come to terms with the highest-ranked proposer, the City will formally terminate negotiations and enter into negotiations with the second highest-ranked proposer. This process will continue until the City reached an agreement which the City deems appropriate for the services or determined a new solicitation is necessary.

c. Contract Award

The award of a contract is accomplished by executing a written personal services agreement that incorporates the proposal, clarifications, addenda, additions, and insurance. All such materials constitute the complete contract documents. City Council will be required to authorize the award of contract and appoint the municipal court judge at a regular session.

VII. Attachments

DRAFT

Meeting Type: City Council
Meeting Date: October 20, 2025
From: Tyler Deems, City Manager
Subject: Resolution 2025-38: City Manager Grant Application Authority

DECISION TO BE MADE:

Whether to adopt a resolution formally authorizing the City Manager to pursue grant opportunities and submit and sign grant applications on behalf of the City of Sandy.

APPLICABLE COUNCIL GOAL:

- **Police goal 1.3.1:** Seek grant funding to support traffic safety and speed enforcement, and other programs within the Police Department.
- **Library goals:**
 - **2.1:** Advocate for the financial independence of the Sandy and Hoodland Libraries.
 - **2.1.1:** Explore alternative funding sources if necessary.
 - **2.2:** Identify and secure the remaining funds needed to upfit the outreach vehicle.
- **Transit goal 4.4:** Identify funding and procure alternative fuel vehicles.
- **Public Works goals:**
 - **7.5:** Secure necessary funding to complete projects.
 - **7.5.2:** Pursue all options for securing outside funding assistance for infrastructure projects.
 - **7.9:** Secure necessary funding to complete projects.
 - **7.9.3:** Pursue all options for securing outside funding assistance for infrastructure projects.
- **City Operations goals:**
 - **9.5:** Encourage cross-department collaboration.
 - **9.5.1:** Collaborate on grant writing opportunities.
 - **9.6:** Explore the possibility of hiring a grant writer.

BACKGROUND / CONTEXT:

Throughout the 2025-2027 City Council goals the Council prioritized the exploration of grant opportunities. Grant applications often require proof of the applicant's ability to apply for the grant, such as written authorization from the governing body.

This resolution would provide documentation that the Sandy City Council has granted approval to the City Manager to submit grant applications. This would save the City Council and City Departments time by removing the need for City Council to grant authority each time a department has an opportunity to submit an application.

For example, the Transit Department was recently made aware of a grant opportunity through the Oregon Department of Energy for construction costs of solar panels on the new maintenance building should it be constructed. When Transit was made aware of the application process, the deadline was just a few weeks away and the grant application required written proof that the City had authority from the governing body to apply. Fortunately, Transit was able to get the item on the Council agenda in time for the application, but that may not always be the case. This resolution gives staff the tools they need to pursue grant funds, even in unfortunate situations where deadlines are close.

Although this resolution would grant authority for the City Manager to submit grant applications, after an award actual execution of a grant agreement typically still requires City Council approval.

KEY CONSIDERATIONS / ANALYSIS:

Grant applications may require documentation such as written authorization from the governing body for submittal. Grant applications may also require documentation verifying the City Council has authorized the signatory to sign the application. This resolution clarifies that the City Manager has the authority to sign grant applications on behalf of the City.

BUDGET IMPACT:

None.

RECOMMENDATION:

Staff recommend that the Council approve Resolution 2025-38 authorizing the City Manager to pursue grant opportunities and submit and sign grant applications on behalf of the City of Sandy

SUGGESTED MOTION LANGUAGE:

"I move to adopt Resolution 2025-38."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2025-38



RESOLUTION NO. 2025-38

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURSUE GRANT OPPORTUNITIES AND SUBMIT AND SIGN GRANT APPLICATIONS ON BEHALF OF THE CITY OF SANDY

WHEREAS, throughout the year, the City of Sandy (City) has the opportunity to apply for grants that could be beneficial to the City and its goals; and

WHEREAS, the City Manager may be required to sign a grant application; and

WHEREAS, a grant application may also require documentation verifying the City Council has authorized the signatory to sign the application; and

WHEREAS, the Council wishes to clarify that the City Manager has the authority to sign grant applications on behalf of the City; and

WHEREAS, upon grant award, the actual execution of a grant agreement may require Council approval.

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

Section 1: The City Manager is authorized by the City Council to pursue grant opportunities and submit and sign grant applications on behalf of the City of Sandy.

This resolution is adopted by the City Council of the City of Sandy this 20th day of October, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder