



CITY COUNCIL MEETING

Monday, June 16, 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/85657534631>

Or by phone: (253) 215-8782; Meeting ID: 85657534631

(URBAN RENEWAL BOARD MEETING - 7:00 PM (separate agenda))

CITY COUNCIL MEETING - IMMEDIATELY FOLLOWING URBAN RENEWAL

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes. **If you are attending the meeting in-person**, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door. **If you are attending the meeting via Zoom**, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting: <https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

1. [City Council Minutes: June 2, 2025](#)
2. [Street Closures & Park Use Approvals for Mountain Festival](#)
3. [Noise Exception Requests: St. Michael's Catholic Church](#)

ORDINANCES

4. [PUBLIC HEARING: Amending SMC 12.12 Conduct and Exclusion Rules Ordinance 2025-15](#)
5. [PUBLIC HEARING: Amending SMC Chapter 3.28 Transient Lodging Tax Rate Ordinance 2025-22](#)

RESOLUTIONS

6. [Supplemental Budget for Biennium 2023-25 Resolution 2025-23](#)
7. [PUBLIC HEARING: Updating the Master Fee Schedule Updates Resolution 2025-21](#)

NEW BUSINESS

8. [Re-Zoning Extension Request: Michael Maiden](#)
9. [Contract Award: Deer Pointe Park Construction](#)

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.



CITY COUNCIL MEETING

Monday, June 02, 2025 at 7:00 PM
Sandy City Hall and via Zoom

MINUTES

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

David Breames: stated that his backyard has long-standing access to the cul-de-sac behind his home, via a gate in the fence; expressed his concern that vehicles parking on the cul-de-sac are increasingly blocking access to the gate; stated that City staff informed him they cannot prevent such parking because the gate is not an official driveway; suggested that the City amend the municipal code to prevent parking in front of long-standing preexisting access gates like his. Photos were presented to the Council, which are also attached to these minutes.

RESPONSE TO PREVIOUS COMMENTS

The City Manager indicated that staff reached out to the Knights to provide further clarification in response to their testimony at the May 19, 2025 meeting.

CONSENT AGENDA

1. City Council Minutes: May 19, 2025

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

2. PUBLIC HEARING: Resolution 2025-14 – Adopting a Revised Development Moratorium Providing Improved Flexibility

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The City Attorney summarized the staff report in the meeting packet.

Public Testimony

(none)

Recap and Recommendation

The City Attorney recommended adoption of Resolution 2025-14

Council Discussion

The Council expressed its desire for a tracked changes version of the resolution, and stated it was difficult to review the changes without such a version. Staff expressed apologies and stated that tracked changes would be provided in the future.

Further discussion ensued on the following topics:

- Reiteration of the concerns expressed by the Council during their review of the proposed moratorium changes on March 17, 2025
- Discussion regarding the potential of creating ‘zombie buildings’
- Distinctions between land use approval extensions and ERU allocation extensions, and concern about conflating the two
- Clarification that the allocation extension provisions are consistent with the previous version of the moratorium, with the addition that land use approval is now a prerequisite
- Discussion pertaining to plat approvals expiring
- Discussion regarding possible situations where ERU allocation extensions are out of sync with land use approval timelines
- Suggestion that the Council does not want property owners to sit on ERUs and not develop their properties
- Clarification on the processes and checklists followed by staff at the time of building permit issuance

- Reiteration that the Council expressed its desire for more flexibility for economic development purposes with this new version of the moratorium
- Clarification on the logistical details of the ERU reassignment program

MOTION: Close the public hearing

Motion made by Councilor Sheldon, Seconded by Councilor Hanley.

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

MOTION CARRIED: 7-0

MOTION: Adopt Resolution 2025-14

Motion made by Councilor Sheldon, Seconded by Councilor Hanley.

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

MOTION CARRIED: 7-0

3. PUBLIC HEARING: Budget Adoption - City of Sandy BN 2025-27

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The City Manager summarized the staff report in the meeting packet, and thanked the staff and the members of the Budget Committee for their work during the budget process.

Public Testimony

(none)

Recap and Recommendation

The City Manager recommended adoption of Resolution 2025-18 and Resolution 2025-19

Council Discussion

In response to a Council question, staff provided an update on the effort to lower credit card merchant fees being charged to the City. The Council also requested that these minutes should reference the draft minutes of the May 12, 2025 Budget Committee meeting, [which can be accessed by clicking here](#).

MOTION: Close the public hearing

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

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

MOTION CARRIED: 7-0

MOTION: Adopt Resolution 2025-18

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 2025-19

Motion made by Councilor Ramseyer, Seconded by Councilor Hanley.

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

- Nellie deVries provided an update on the current state legislative session, including the major bills still being debated and potential political ramifications on the prospects for the City's request for funding assistance for its wastewater infrastructure projects
- The City Manager recognized the former Parks and Recreation Director for her service, and provided an update on the recruitment process; he also reflected on the first two years of his service as city manager

COMMITTEE / COUNCIL REPORTS

Councilor President Hokanson

- Recognition of City of Wood Village Councilor Clark, who attended the meeting
- Suggestion that staff investigate the number of lots in the city with situations similar to that raised by Mr. Breames, especially given the likelihood of the development of more ADUs in the future
- Recap of the recent CCA dinner and tour of Willamette Falls
- Recognition of the former Parks and Recreation Director for her service
- Discussion of the grass mowing needs at Cedar Park; suggestion to install bike repair infrastructure

- Recap of the recent SICC chainsaw carving event

Councilor Hanley

- Recognition of the former Parks and Recreation Director for her service
- Concern regarding traffic and pedestrian safety at the intersection of Meinig and Pleasant, especially because of the new park
- Praise for the Library of Things

Councilor Ramseyer

- Recap of the recent Planning Commission meeting, and code modification review pertaining to fencing, retaining walls, and outdoor burning
- Recognition of the former Parks and Recreation Director for her service, recap of her going away party
- Note of the upcoming Transit Advisory Board meeting

Councilor Sheldon

- Recognition of the former Parks and Recreation Director for her service; suggestions regarding the benefits of conducting a wide search with a recruitment firm

Councilor Smallwood

- Recap of the recent SICC chainsaw carving event; praise for its benefits to economic development and tourism

Councilor Mayton

- Recognition of the former Parks and Recreation Director for her service

Mayor Walker

- Recognition of the former Parks and Recreation Director for her service and accomplishments
- Suggestion to add recycling infrastructure to Cedar Park, in partnership with AntFarm
- Note of the upcoming Library Task Force meeting
- Note that Special Service Contract Program process refinement, and application collection, will occur later in the summer
- Reminder that the Council needs a new liaison to the Regional Water Providers Consortium
- Emphasis on the importance of the new community service officer starting work soon

STAFF UPDATES

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

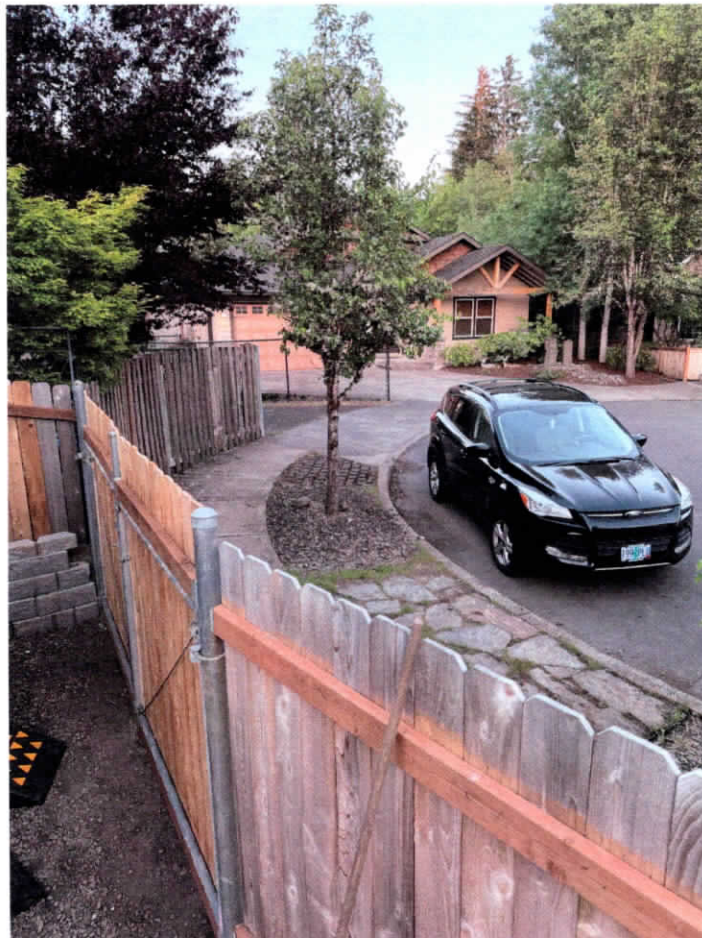
ADJOURN

EXECUTIVE SESSION

The City Council met in executive session pursuant to ORS 192.660(2)(f) & (2)(h)



18 734 VAN FLEET







STAFF REPORT

Item # 2.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Jeff Aprati, Deputy City Manager
Subject: Street Closures & Park Use Approvals for Mountain Festival

DECISION TO BE MADE:

Whether to grant the closure and park use requests from the Sandy Mountain Festival and the Sandy Area Chamber of Commerce.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

These street closure and park exclusive use requests are routinely brought to the Council for approval each year.

KEY CONSIDERATIONS / ANALYSIS:

The Sandy Mountain Festival requests exclusive use of Meinig Park during the 2024 Mountain Festival event; July 11th through July 13th, 2025.

The organization also requests the following street closures to facilitate various events:

- July 10th: 3:30 - 9:00 p.m. (parade line up)
 - Sunset St. between Towle Dr. and Bluff Rd.
 - Strawbridge Pkwy. between Tupper Rd. and Bluff Rd.
 - University Ave. between Hwy 26 and Sunset Ave.

The parade committee will maintain a one-way open lane for resident and emergency traffic. Around 6:00 p.m. they anticipate needing to close Bluff Rd. between Sandy Heights and Hwy 26 and Wolf Dr. between McCormick Dr. and Hwy 26
- July 12th - July 13th (performer parking and ADA parking)
 - Request to control street parking on McCormick Ave. between Wolf Dr. and the entrance to Meinig Park, and some spaces on Kimberly Ct.
- July 13th: 5:00 p.m. – 9:00 p.m.
 - Meinig Ave. between Barker Ct. and Hwy 211

The Sandy Area Chamber of Commerce requests the use of Centennial Plaza during the 2024 Music Fair & Fest event; July 8th through July 14th. In addition, the request seeks approval for the use of amplified sound equipment, as well as the sale of alcohol on City property.

The organization also requests the following street closure to facilitate the event:

- July 10th - July 15th
 - Hoffman Ave. between Pioneer Blvd. and Proctor Blvd.

BUDGET IMPACT:

n/a

RECOMMENDATION:

Grant the request of the Sandy Mountain Festival organization for street closures as detailed above, and for exclusive use of Meinig Park, during the 2024 Mountain Festival event. Grant the request of the Sandy Area Chamber of Commerce for use of Centennial Plaza, and for street closure as detailed above, during the 2024 Music Fair and Feast event.

SUGGESTED MOTION LANGUAGE:

"I move to grant the requests submitted by the Sandy Mountain Festival and Sandy Area Chamber of Commerce for street closures as detailed in the staff report, for exclusive use of Meinig Park during the 2025 Mountain Festival event, and for use of Centennial Plaza during the 2025 Music Fair and Feast event."

LIST OF ATTACHMENTS / EXHIBITS:

- Letter from Sandy Mountain Festival Vice President: June 9, 2025
- Letter from Sandy Area Chamber of Commerce Executive Director, May 14, 2024

TO: CITY COUNCIL, CITY OF SANDY

FROM: KEVIN CAPELLE, VICE PRESIDENT SANDY MOUNTAIN FESTIVAL

SUBJECT: USE OF MEINIG PARK AND ROAD CLOSURE REQUEST

DATE: 6-09-25

The Sandy Mountain Festival is requesting official authorization for exclusive use of Meinig Memorial Park for this year's festival. The request would begin at 9:00am Friday July 11th and run through the close on July 13th.

The committee is also requesting the following streets closure for festival 2025

July 10th 3:30pm to 9:00pm for the parade line up the following closures are requested

Sunset Ave. Closed between Towel Dr. and Bluff Rd.

Strawbridge Parkway between Tupper Rd. and Bluff Rd.

University Ave. between HWY26 and Sunset Ave.

The parade committee will maintain a one way open lane for residents and emergency traffic. At or around 6:00pm we will need to close bluff Rd. between Sandy Heights and HWY26 and as well as Wolf Dr. between McCormick Dr. and HWY26.

July 12th and 13th the Sandy Mountain Festival committee requests to control the street parking on

McCormick Ave. between Wolf Dr. and the entrance to Meinig Park as well as some spaces on Kimberly Ct. In the past we've used this for handicap parking and parking for performers on the front and back stages.

July 13th 5:00pm to 9:00pm close Meinig Ave. between Baker Ct. and HWY211

Thank you for your assistance in this request. If you have any question, please call me at 503-680-4590



June 6, 2025

City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055

To Whom It May Concern:

On behalf of the Sandy Area Chamber of Commerce, please consider this letter the formal request for use of the Sandy Centennial Plaza and street closure from Hoffman to Pioneer, for the duration of the Annual Sandy Music Fair and Feast.

This event will take place from Thursday, July 10 through Saturday, July 12, 2025. We are planning set-up to start Tuesday, July 8th and will finish tear-down and cleanup of the event on Monday, July 14, 2024.

We are requesting public works to please place street closure barriers at the end of workday on Thursday, July 3rd, 2025, barriers will not go up on Thursday, I will move the barriers in place in the evening of Sunday, July 7th to the parking space where the stage is placed. The stage will be delivered on Monday, July 7th. The Transit Department will still have access to the street and transit center through Tuesday, July 8th. Total street closure will be Wednesday, July 9th and we will open the road back up at the end of the workday on Monday, July 14th after all the equipment is removed and we have cleaned the street, the plaza, and surrounding areas.

SACC is also asking for approval of the sale of alcohol on City property and the use of amplified sound equipment at Centennial Plaza for the Music Fair & Feast as well. We will complete and submit the appropriate forms for this request. OLCC license is in the works. We will also forward certificate of insurance upon receiving it from our agent.

If you have any questions, please don't hesitate to call me at (503)-668-4006.

Sincerely,

Khrys Jones
Executive Director
Sandy Area Chamber of Commerce and Business Resource Center

cc: Sandy Police Department
Sandy Transit
Public Works
City Manager
Planning Department

Timeline

- Thursday, July 3rd – Public Works leave street barriers at Hoffman
- Sunday, July 6th - After bus runs are complete for the day – SACC will move barriers into parking spaces on the south end of Hoffman, for the stage. North side parking spaces will be open
- Monday, July 7th – Stage will arrive and be placed at the south side of Hoffman
- Monday, July 7th – Fencing will go up, but road will be open
- Wednesday, July 9th – Hoffman closed
- Monday, July 15th - by close of business, Hoffman opened back up



STAFF REPORT

Item # 3.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Patrick Depa, Senior Planner
Subject: Noise Exception Requests: St. Michael's Catholic Church

DECISION TO BE MADE:

Whether to approve or deny noise exception requests to Title 8, Section 8.20.020.B.11. for two outdoor amplified music concert events to be held on July 26, 2025, and September 13, 2025, at 18090 Langensand Road (Saint Michael's Catholic Church).

The noise exceptions include a live band and a disc jockey to play each event; the St. Michael's Outdoor Concert on the 26th of July, from 4:00 pm to 9:30 pm and the Sandy Crusin' Car Show on the 13th of September, from 9:00 am to 3:00 pm.

APPLICABLE COUNCIL GOAL:

Not applicable

BACKGROUND / CONTEXT:

Saint Michael's Outdoor Concert

Staff received an application and other related materials on May 7, 2025, requesting approval for a temporary event to include amplified music at Saint Michael's Catholic Church. The event is scheduled to begin at 4:00 pm and conclude by 9:30 pm.

Sandy Crusin' Car Show

Staff received a second application for another temporary permit on May 27, 2025, requesting approval to hold a classic car show with family activities. This will be Saint Michael's twenty-seventh (27th) year of holding an annual car show and the event continues to grow every year. The event is scheduled to begin at 9:00 am and conclude by 3:00 pm.

The request for noise exceptions came after the first temporary use application for the outdoor concert was processed and the second temporary use application for a Car Show was received. After issuing the first temporary permit for the outdoor concert, we realized that we did not have the applicants' official noise exemption request. Staying consistent with other recent noise exception requests such as the SICC Event and the Coralbust Street Block Party, staff wanted to bring these events forward for the City Council's consideration and approval.

The proposed event location is zoned Low Density Residential (R-1). The property to the north, south, and east is also zoned R-1. The property to the west is zoned Single Family Residential (SFR).

The event will have the following activities and requests:

- Live band or disc jockey
- Food

The organizer's application detailing the event schedule and the site plan are provided as an exhibit.

KEY CONSIDERATIONS / ANALYSIS:

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

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

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

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

BUDGET IMPACT:

None

RECOMMENDATION:

Approve both "Noise Exception" requests under Chapter 8.20.020.B.11. for the outdoor amplified music concert to be held on July 26, 2025, and the amplified music for the disc jockey at the Sandy Crusin' Car Show to be held on September 13, 2025, and located at 18090 Langensand Road (Saint Michael's Catholic Church).

SUGGESTED MOTION LANGUAGE:

I move to approve both noise exception requests to allow for amplified music at the two outdoor events associated with File No. File No. 25-033 TEMP – St. Michael's Outdoor Concert and File No. 25-036 TEMP – Sandy Crusin' Car Show to be held at 18090 Langensand Road (Saint Michael's Catholic Church), as requested by the applicant.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A: Outdoor Concert Event Application and Site Plan
- Exhibit B: Sandy Crusin' Car Show Application and Site Plan
- Exhibit C: Request Letter



General Land Use Application

1 page

Name of Project:	Outdoor Concert
Location or Address:	St. Michael Catholic Church, 18090 SE Langensand Rd, Sandy, OR 97055

Map & Tax Lot #	T:	R:	Section:	Tax Lot (s):
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Request: This is our second year for an outdoor concert on our grounds. *Church Kitchen* Simple food items will be prepared and served following Clackamas County and State of Oregon guidelines. Additional bathrooms will be provided with port-a-potties and a wash station. The event is on Saturday, July 26, 2025, beginning at 4:00 pm and ending at 9:30 pm.

• NO Food CARTS

I am the (check one) ☐ owner ☐ lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.

Applicant (if different than owner)	Owner St. Michael Catholic Church
Address	Address 18090 SE Langensand Road
City/State/Zip	City/State/Zip Sandy, OR 97055
Email	Email gbronsema@stmichaelsandy.org
Phone	Phone (503)668-4446
Signature	Signature <i>Tr. Gregg Bronsema</i>

Staff Use Only

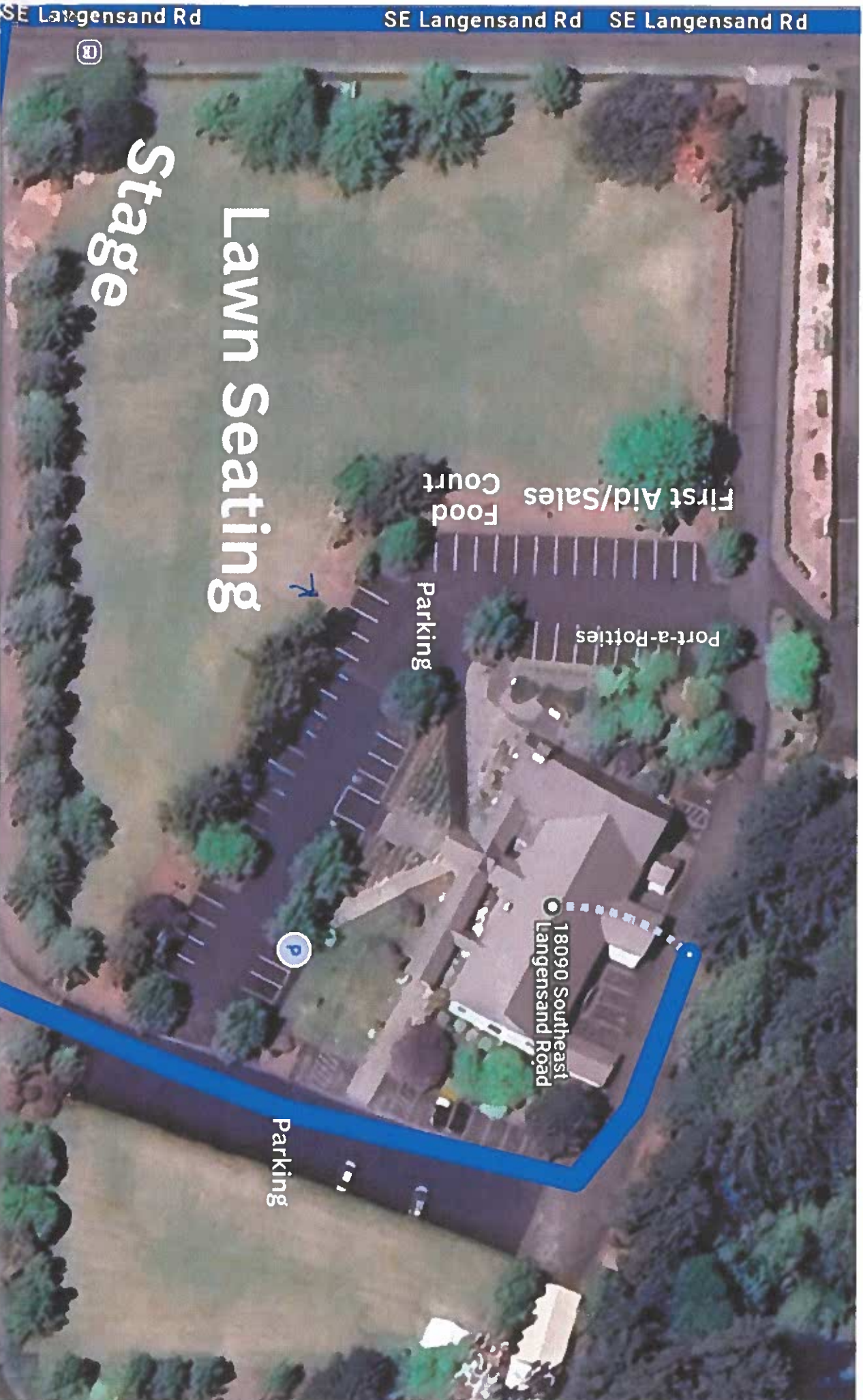
File #: <i>25-053 temp</i>	Date: <i>5/15/25</i>	Fee\$: <i>147.29</i>	Planner:
Type of review: Type I <input type="checkbox"/> Type II <input type="checkbox"/> Type III <input type="checkbox"/> Type IV <input type="checkbox"/>			
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, date of pre-app meeting: <i>N/A</i>			

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

Outdoor Concert at St. Michael

Estimate Attendance: 200+

N



**General Land Use Application****1 page**

Name of Project:	Sandy Cruisin' Car Show
Location or Address:	St. Michael Catholic Church, 18090 SE Langensand Road, Sandy, Oregon 97055

Map & Tax Lot #	T:	R:	Section:	Tax Lot (s):
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Request: Sandy Cruisin' Car Show is held on the grounds of St. Michael church in Sandy. Breakfast and lunch will be prepared and served following Clackamas County and State of Oregon guidelines. Additional bathrooms will be provided with port-a-potties and a wash station. Our Sandy Cruisin' Car Show is September 13, 2025, beginning at 7:00am and ending at 3:00pm. This is the 27th year of our event.

I am the (check one) ☒ owner ☐ lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.

Applicant (if different than owner) St. Michael Catholic Church	Owner St. Michael Catholic Church
Address 18090 SE Langensand Road	Address 18090 SE Langensand Road
City/State/Zip Sandy, Oregon 97055	City/State/Zip Sandy, Oregon 97055
Email annechambers8849@gmail.com	Email gbronsema@stmichaelsandy.org
Phone 503-668-4446	Phone 503-668-4446
Signature	Signature <i>Tr. Gregg Bronsema</i>

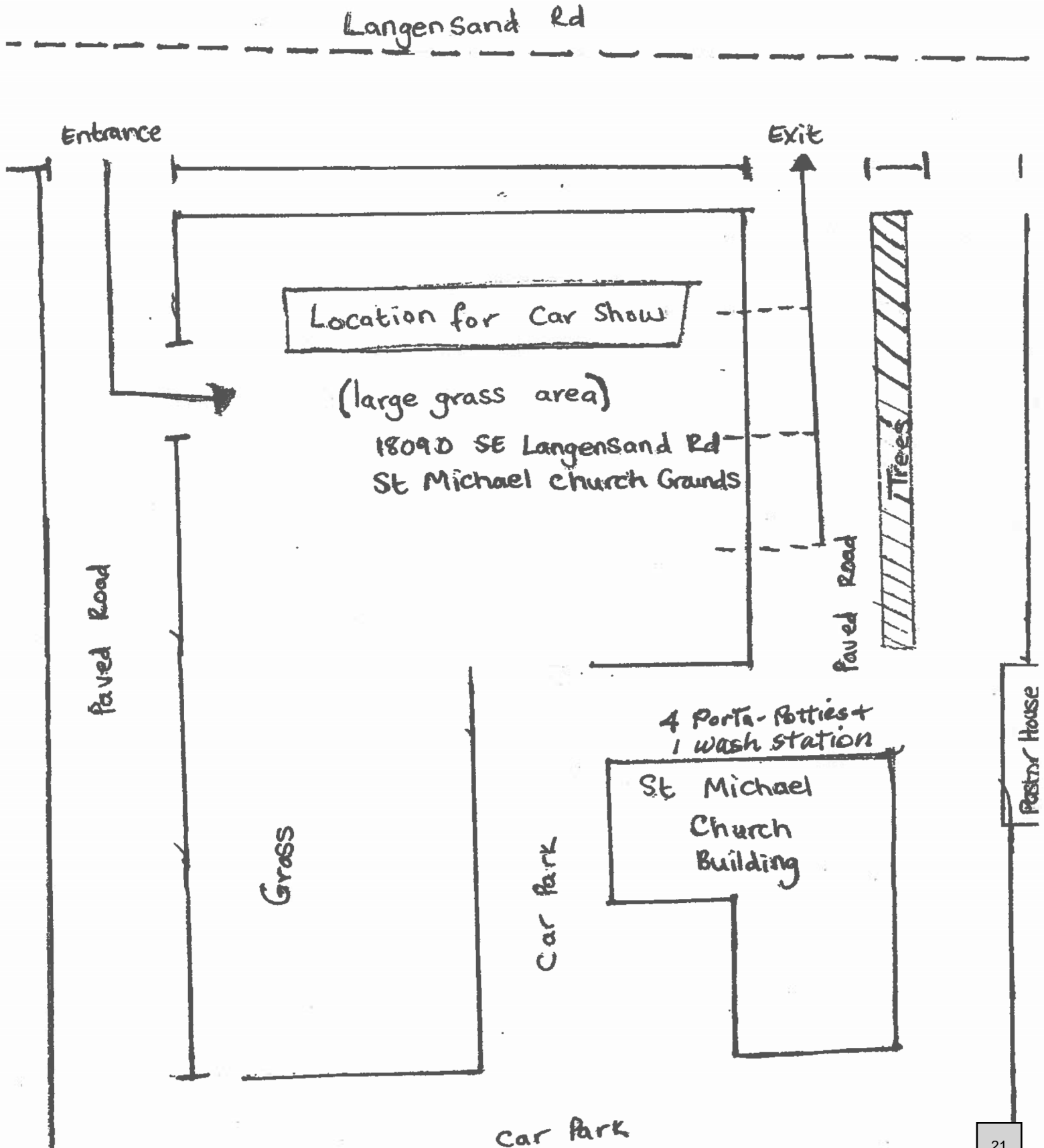
Staff Use Only

File #: 25-036-TEMP	Date: 5/27/25	Fee\$: 147.29	Planner: Patrick
Type of review: Type I <input checked="" type="checkbox"/> Type II <input type="checkbox"/> Type III <input type="checkbox"/> Type IV <input type="checkbox"/>			
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting:			

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

... Map of Proposed location for Car Show
at St Michael Church

Item # 3.



May 27, 2025

Dear Mr. Patrick Depa

As requested by your email, St. Michael Catholic Church is requesting a “noise exception” for the two events this summer:

First Event

Saturday, July 26th: Outdoor Concert from 4 pm – 9:30 pm (our 2nd year)

This is an ecumenical singing event bringing in singers who are less known in the Christian world, but have an international dimension. Last year folks travelled from Nevada, California, Idaho, and Washington to hear Joshua Aaron.

This year we are featuring **Koren and Jessica** who will be singing primarily in Spanish, providing a valuable opportunity for our Hispanic community to witness talented song writers and singers. At 7 pm is the group **Solu Israel** coming from Israel and will have a spectrum of songs in Hebrew, Arabic, Spanish and English.

Second Event

Saturday, September 13th: Sandy Cruisin’ Car Show from 9 am – 3 pm (our 27th Year!)

Every year this event gets better and better, drawing folks from all over the region who are car enthusiasts. 2 Guys Sound will be doing our music and sound for the event.

Thank you for your consideration in our request. If you have any questions or clarifications, please feel free to reach out to me.

Gratefully,
Fr. Gregg Bronsema



STAFF REPORT

Item # 4.

Meeting Type: Sandy City Council
Meeting Date: June 16, 2025
From: Tiana Rundell, Interim Parks and Recreation Director
Subject: PUBLIC HEARING: Amending SMC 12.12 Conduct and Exclusion Rules
Ordinance 2025-15

DECISION TO BE MADE:

Whether to adopt Ordinance No. 2025-15, which repeals Chapter 12.16 of the Sandy Municipal Code in its entirety and amends Chapter 12.12—Rules of Conduct and Exclusion from Public Property, as shown in Exhibit A, attached and incorporated herein by reference.

APPLICABLE COUNCIL GOAL:

- 1.6: Update Park Rules and City Facility Rules to ensure safe and equitable use for all.
- 5.7: Work with community service personnel to ensure that parks are patrolled regularly and that park regulations are enforced.

BACKGROUND / CONTEXT:

The proposed changes attached update conduct and exclusion rules and revise park regulations in response to Council feedback received during the [April 21, 2025 work session](#), where staff presented proposed updates to Chapter 12.12 and park rules, and repealed and moved Chapter 12.16 under 12.12 now titled – Rules of Conduct and Exclusion from Public Property. That effort built upon input from the Parks and Trails Advisory Board (PTAB), the Sandy Police Department, park patrons, and the City Attorney. The yellow highlights show the areas of substantive change since City Council last reviewed this document during the April 21, 2025 Council meeting, and associated page numbers are provided for ease of reference. Please refer to the document labeled “Ord. No. 2025-15 Conduct and Exclusion (6-16-25 Final redlines) showing all edits as track changes”.

The update consolidates behavior expectations and exclusion processes for all City-owned property (parks, transit, library, and other public spaces) into Chapter 12.12. This is the first comprehensive revision since Ordinance 2016-09, which addressed smoking in parks. The update reflects a growing community, an expanded park system, and the formal establishment of the Parks and Recreation Department in 2021.

KEY CONSIDERATIONS / ANALYSIS:

Council Comments Heard and Addressed:

1. **Sec. 12.12.005. – Definitions**

○ **Defined Class I E-bikes (Page 2 of 20)**

1. Added a definition and clarified that only Class I e-bikes are allowed on multi-use trails and designated bike features. This helps differentiate low-speed pedal-assist bikes from faster or throttle-based types and aligns with state law.

○ **Defined Commercial Use (Page 2 of 20)**

1. In response to Council's direction, we defined "commercial use" to ensure clarity when restricting for-profit operations in parks.

○ **Defined Scooter, Sidewalk, and Throttle (Page 3 of 20)**

1. Council requested clearer language to support enforceability. These definitions support how electric scooters and e-bikes are regulated under park rules and Oregon law.

2. **Section 12.12.020(A): Exclusion from public land and public facilities. (Page 5 of 20)**

- Revised to specify that only a "City employee" (not just any "person") may issue exclusions. This change ensures that the employee involved in the incident can evaluate the actions, and if there has been any repeat behavior, and determine an appropriate exclusion period. A formal appeal process protects individuals from unjust exclusions.

3. **Section 12.12.040(H): Disorderly or Disruptive Conduct (Page 8 of 20)**

- Added a clause that could assist in addressing aggressive or inappropriate language when it causes fear or alarm. While offensive speech is generally protected, this provides enforcement tools for threatening or alarming behavior. This subsection was added to address concerns expressed by Council's regarding aggressive language.

4. **Section 12.12.040(Q): Organized Events (Page 9 of 20)**

- Added language prohibiting unauthorized for-profit activities in parks, addressing concerns about exclusive use of public property for private gain. Added language that explicitly prohibits commercial use in parks.

5. **Section 12.12.050(B)(a) Protection of Park Property (Page 10 of 20)**

- Paintball guns, and air soft guns were added to the list of prohibited weapons for public safety and clarity.

6. **Section 12.12.050(C) Use of Firearms and Explosives (Page 10 of 20)**

- Verified language to align with ORS 166.173(2), respecting state law on lawful possession while maintaining prohibitions for public safety.

7. **Section 12.12.050(E)(e & f) Motorized Vehicles (Page 10 of 20)**

- Restructured to align with ORS 814.410, clarifying where motorized vehicles and e-bikes are allowed. Class I e-bikes are permitted on trails; other motorized devices (e.g., Class II/III and throttle-powered scooters) are prohibited unless signage permits.

- The changes authorize the City Manager or designee to permit use through written approval or posted signage in specific parks and trails. This approach aligns the rule with state law while also considering safety factors related to the use of motorized vehicles within the Sandy Park system and nearby access routes used to reach the parks by this mode of transportation.

8. For reference and not included in the Ordinance. ¹

- The chart below helps illustrate how Oregon Revised Statutes related to e-bikes and scooters align with the permitted or prohibited use within Sandy's parks.

DEVICE	ORS / SIDEWALK USE IN OREGON	USE IN SANDY PARKS & NATURAL/OPEN SPACE
Class I E-Bike	Not allowed when motor is in use Yes if walked	Allowed at Cedar Park and Base Camp or unless otherwise posted
Class II E- Bike	Not allowed when motor is in use Yes if walked	Not allowed
Class III E-Bike	Not allowed	Not allowed
Electric Scooter	Not allowed	Not Allowed unless otherwise posted
Manual Bicycles	Allowed unless otherwise posted	Allowed unless otherwise posted

9. For clarification and to address the question posed by Council, below are the definitions for Class I, II, and III e-bikes. (The definition for a Class I e-bike has been included in the ordinance and below there is the definition of class II & III for council reference.)

- Class I E-Bike” means a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches 20 miles per hour. Class I e-bikes do not have a throttle and are generally permitted on multi-use trails and bike paths, subject to local regulations.
- Class II E-Bike” means a bicycle equipped with an electric motor that may be used to propel the bicycle without pedaling (through the use of a throttle assist) but ceases to provide assistance when the bicycle reaches 20 miles per hour. Class II e-bikes are

¹ ORS 801.258 – Electric Assisted Bicycles, ORS 814.405 and ORS 814.407 E-bikes on sidewalks, ORS 814-512 or ORS 814.524 Electric Scooters (Minimum age, helmet required, and sidewalk prohibited)

subject to restrictions in certain park or trail environments due to throttle operation.

- Class III E-Bike” means a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches 28 miles per hour. Class III e-bikes do not have a throttle. Use may be limited to roadways and bike lanes; riders are typically required to be at least 16 years of age.

10. Section 12.12.050(DD) Planes and Drones (Page 15 of 20)

- Updated to permit these devices only in designated areas approved by the City Manager or designee. This balances privacy, safety, and Council’s desire to allow recreational use with approval and where allowed.

11. Section 12.12.050(EE) Park Hours and Closure (Page 16 of 20)

- Reverted to the original rule: parks are closed from dusk to dawn.
- Added language that allows parks to remain open beyond dusk during special events, when otherwise posted, or with written approval from the City. This provides consistency with the previous park rule while maintaining flexibility for authorized programming and activities

12. Sec. 12.12.005. – Definitions

- **Defined Qualified exclusion (Page 3 of 20)**
 1. Added a definition, an exclusion from transit facilities which is limited in scope.
- **Defined Transit personnel (Page 3 of 20)**
 1. Added clarifying definitions: “Transit personnel” refers to City staff and contractors involved in operating and maintaining transit facilities and vehicles.
- **Defined Transit vehicle (Page 3 of 20)**
 1. Added clarifying definition: “Transit vehicle” means any vehicle used for public mass transportation that is owned, leased, or operated by or for the City of Sandy.

13. Section 12.12.060(F) (2a) A person transporting a pet (Page 17 of 20)

- Updated to clarify language to allow animals too large to be in a container to be kept on a short leash emphasizing that they must still remain under the owner’s control at all times.

14. Section 12.12.060(J) Riding of motorized vehicles (Page 17 of 20)

- Updated to clarify that a wheelchair is the only authorized motorized vehicle to operate inside a transit vehicle or facility.

15. Section 12.12.070(E)(2) Harassment and Intimidation (Page 19 of 20)

- Updated language to make clear and concise

BUDGET IMPACT:

Minimal. Any signage or communication costs will be absorbed within the existing Parks and Recreation Department budget.

RECOMMENDATION:

Staff recommends that Council adopt Ordinance 2025-15 Amending Conduct and Exclusion Rules in the Sandy Municipal Code as presented in response to Council's prior feedback.

SUGGESTED MOTION LANGUAGE:

"I move to approve the first reading of Ordinance No. 2025-15"

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance No. 2025-15 (Clean copy for signature)
- Ordinance No. 2025-15 (6-16/25 Final Redlines) with track changes



ORDINANCE NO. 2025-15

AN ORDINANCE AMENDING CONDUCT AND EXCLUSION RULES IN THE SANDY MUNICIPAL CODE.

WHEREAS, the City Council previously has adopted conduct and exclusion rules for transit facilities and parks, but not for other city property and facilities; and

WHEREAS, the City Council finds that it would be in the best interest of the City to have in place conduct and exclusion rules for all City property facilities, and to ensure that those policies are aligned and in keeping with best practices; and

WHEREAS, as part of this process, the City of Sandy Parks and Trails Advisory Board has carefully reviewed the existing conduct rules for parks and has recommended certain changes, as well as changes to provision relating to permits and approvals.

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

Section 1: Chapter 12.16 of the City of Sandy Municipal Code is hereby repealed in its entirety, and Chapter 12.12 of the City of Sandy Municipal Code is hereby amended to read as shown in Exhibit A, attached and incorporated herein by reference.

Section 2: This Ordinance shall take effect thirty days after its passage and signature by the Mayor.

This ordinance is adopted by the City Council of the City of Sandy this 16th day of June, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

CHAPTER 12.12 - RULES OF CONDUCT AND EXCLUSION FROM PUBLIC PROPERTY

Sec. 12.12.005. - Definitions.

For the purposes of this chapter:

“Animal” means domestic pets, livestock, and wildlife.

“Assistance animal” means:

- A. An animal recognized under the Americans with Disabilities Act as a service animal, including a dog guide, hearing ear dog, or other service animal assisting an individual with a physical disability in one or more daily life activities including, but not limited to, pulling a wheelchair, fetching, and balance work; or
- B. A companion animal designated to assist an individual with a mental or psychological disability in accordance with criteria that may be promulgated by the City for identifying companion animals.

“Class I e-bike” means a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour. Class I e-bikes do not have a throttle.

“Commercial” means any activity conducted for profit or financial gain.

“Controlled substance” means any substance described in Chapter 475 of the Oregon Revised Statutes.

“Emergency” means any incident that presents the risk of actual or threatened serious physical injury to persons, any apparently urgent medical need, or any other circumstance in which the City Manager has declared a state of emergency.

“Hazardous Materials” means any substance that poses a risk to health, safety, or the environment, including but not limited to fireworks, explosives, pesticides, toxic chemicals, combustible liquids, biological contagions or agents, radioactive substances, and any other inherently dangerous substances.

"Public facility" means buildings under city ownership, control, or authority, as well as vehicles under city ownership, control, or authority which the public is permitted to enter, including but not limited to a mobile library vehicle.

"Public land" means land and buildings under city ownership, control, or authority, including sidewalks, and rights of way.

“Public park” or “park” means all property owned or controlled by the city, whether within or without the city limits, and operated for the use of the public for park purposes, including but not limited to improved parks, unimproved parks, skate parks, dog parks, historic sites, and trails.

“Qualified exclusion” means an exclusion from transit facilities which is limited in scope.

“Restricted area” means any portion of a public facility or public land designated for authorized personnel only.

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“Scooter” means a two- or three-wheeled device powered by human propulsion, designed with a platform for standing or sitting and handlebars for steering. This includes kick scooters and other similar personal transportation devices, but does not include a device with a motor such as an electric scooter or e-scooter.

“Sidewalk” means a paved pedestrian path adjacent to or within a public right-of-way, generally intended for pedestrian use only and typically constructed of concrete. Sidewalks do not include internal park trails or designated multi-purpose paths.

“Throttle” means a mechanism that allows the rider to engage the motor and propel the vehicle without pedaling or manual effort. Throttles are typically activated by twisting a handle or pressing a thumb lever.

“Transit dependent” means a person who has no independent source of transportation and relies solely on public transit for local movement and access.

“Transit facilities” means all property, equipment and improvements of whatever nature owned, leased, maintained, operated, or otherwise controlled by the City of Sandy, or operated or controlled on the City's behalf, whether within or without the city limits, and operated for the use of the public for mass transportation purposes.

“Transit personnel” means City employees and City contractors who engage in the maintenance and operation of transit facilities and transit vehicles.

“Transit vehicle” means a vehicle owned, leased, maintained, operated, or otherwise controlled by the City of Sandy, or operated or controlled on the City's behalf, whether within or without the city limits, and operated for the use of the public for mass transportation purposes.

Sec. 12.12.010. - Purpose

The purpose of this chapter is to provide for equal access to all public lands and facilities, and to ensure that persons use public lands and public facilities for their intended purpose. This chapter is further intended to help protect the safety, convenience, and comfort of all users of public lands and facilities; prevent damage to public property; facilitate orderly administration; protect the safety of city personnel; preserve the quality of city services; and protect the City from unnecessary liability or expenses. The provisions of this chapter apply to all public lands except where specifically indicated otherwise.

Sec. 12.12.020. - Exclusion from public land and public facilities.

- A. In addition to any other remedy or penalty provided by this Code, or any of the laws of the state, any peace officer, as defined by ORS 133.005(3), as amended, code enforcement officer, City facility manager, City department head, other city employee specifically authorized by the City Manager, or transit personnel, may exclude any person who violates any provision of this Code, any city ordinance, any laws of the state, or any rule or regulation duly made and issued

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by the City, from specified public land and public facilities for a specified period determined by the person authorizing the exclusion, ranging from one day to an indefinite duration, depending on the severity of the violation and whether the person has engaged in repeated violations of the same or different rules. Depending on the severity of the violation, a person may be excluded from public land or public facilities other than the public land or public facilities where the violation occurred.

- B. A person excluded pursuant to this section may not enter or remain upon that public land or public facility described in the notice of exclusion during the exclusion period specified in the notice of exclusion, except that a person excluded from City Hall may enter upon or remain at City Hall to the extent necessary to file documents required to be filed with a city official or appear in a municipal court proceeding.
- C. A person will be given a warning and an opportunity to comply with the applicable law or rule before an exclusion notice is issued, unless the exclusion is based on:
 - 1. Conduct punishable as a felony;
 - 2. Controlled substances or alcoholic beverages;
 - 3. Sexual conduct as defined by ORS 167.060;
 - 4. Action actually resulting or likely to result in personal injury or property damage; or
 - 5. The person having been previously warned or excluded for the same conduct in a separate instance.
- D. A transit dependent person shall not be issued a complete exclusion from transit facilities unless the person engaged in violent, seriously disruptive, or criminal conduct, or conduct posing a serious threat to the safety of others or to the operation of the transit system.
- E. Exclusion notices shall be written and shall include:
 - a. The name, title, and signature of the issuing party;
 - b. The date of issuance;
 - c. The dates and places of exclusion;
 - d. The provision of law violated;
 - e. A brief description of the offending conduct;
 - f. A statement of the consequences for failure to comply; and
 - g. The procedures for appeal.
- F. At any time within the exclusion period, a person receiving an exclusion notice may apply in writing to the City Manager for a temporary waiver from the effects of the notice. The City Manager may grant a waiver if good cause exists, upon such terms and conditions as may be specified by the City Manager in writing.
- G. For indefinite exclusions and exclusions longer than one year in duration, the person receiving the exclusion notice may apply for a revocation of the exclusion notice once per year, beginning on the one-year anniversary of the issuance of the exclusion notice. Such application shall be made in writing and submitted to the City Manager for review and decision.

H. A person who receives an exclusion notice shall not be entitled to any refund or credit for amounts previously paid to the City in connection with the use of public land or public facilities from which the person has been excluded, unless the exclusion is reversed upon appeal.

I. The prohibitions in this Chapter shall not apply to any person who has obtained a permit from the City specifically authorizing the prohibited conduct, or to any City employee engaging in such conduct within the scope of their employment.

Sec. 12.12.025. - Appeal.

A. A person receiving an exclusion notice under Section 12.12.020 of this Code may appeal to the Municipal Judge and seek to have the written notice rescinded, the period shortened, or the terms of the exclusion otherwise modified.

B. An appeal must be filed with the municipal court clerk within five calendar days of receipt of the exclusion notice, unless extended by the Municipal Judge for good cause shown.

C. An appeal of an exclusion notice automatically stays the exclusion period until a decision on appeal is issued by the municipal court.

D. The request for an appeal hearing shall be in writing and shall contain a copy of the notice of exclusion and a statement of the grounds upon which it is contended that the decision to exclude is invalid, unauthorized, or otherwise improper.

E. Upon receipt of a request for an appeal hearing, the municipal court clerk shall schedule a hearing before the judge within 14 days after receipt of the request. Notice of the hearing time and date shall be given to the person requesting the hearing and to the person issuing the exclusion notice.

F. At the hearing, the judge may elect to determine the matter without hearing upon the record. The judge may sustain, reverse, or modify the exclusion notice appealed from in his or her judgment. The City shall have the burden of proving that a violation occurred and that the exclusion order is appropriate.

G. The determination of the municipal judge is a quasi-judicial decision and is not appealable to the city council. Appeals from any determination by the municipal judge shall be by writ of review to the Circuit Court of Clackamas County, Oregon as provided in ORS 34.010 through 34.100.

H. If the appeal concerns an allegation that the excluded person is transit dependent, and the judge finds that the appellant is transit dependent or did not engage in an act that warrants a complete exclusion from transit facilities, the judge shall order a qualified exclusion to permit a transit dependent individual to use the transit system for trips of necessity, including travel to and from medical and legal appointments, school or training classes, places of employment, obtaining food, clothing and necessary household items, or for accessing any other critical services. Any person asserting the right to a qualified exclusion on the basis of transit dependence has the burden of establishing such dependence by a preponderance of the evidence.

Sec. 12.12.030. - Violation—Penalty.

Violation of an exclusion notice issued in accordance with this chapter is a Class A infraction punishable under Chapter 1.18 of this Code. A violation of any other provision of this chapter is a Class C infraction punishable under Chapter 1.18 of this Code. A violation of an exclusion notice issued in accordance with this chapter constitutes criminal trespass in the second degree and is punishable as provided by state law and any other applicable provisions of this Code.

Sec. 12.12.040. - Prohibited activities generally.

- A. *Unlawful Conduct.* No person shall engage in any violation of local, state, or federal law on public land or in public facilities.
- B. *Disruptive Behavior.* No person shall engage in any conduct on public land or in public facilities which unreasonably interferes with the conduct of public business or the use of the public land or public facilities by others.
- C. *Compliance with Directives.* No person shall refuse to comply with a lawful directive from City employees or law enforcement personnel related to safety, order, and the property use of public land and public facilities.
- D. *Restricted Areas.* No person shall access or attempt to access a restricted area within public land or public facilities without City authorization.
- E. *After-Hours Presence.* No person shall enter or remain on public land or in public facilities outside of the posted hours of operation unless authorized by the City.
- F. *Blocking Access or Passage.* No person shall obstruct or restrict the movement of others on public land or in public facilities, including but not limited to obstructing entrances, walkways, or other public areas.
- G. *Threats and Harassment.* While on public land or in public facilities, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm.
- H. *Disorderly and Disruptive Conduct.* No person shall engage in conduct on public land or in public facilities that could reasonably be expected to result in fear or alarm to others. This includes behavior that is threatening, harassing, or otherwise disruptive to the safe and peaceful use of public land and public facilities by others.
- I. *Endangering Safety.* No person shall engage in conduct that creates a hazardous condition or endangers the safety of others on public land or in public facilities.
- J. *Sexual Harassment.* No person shall engage in sexual harassment in violation of City policies on public land or in public facilities.
- K. *Alcohol Possession and Use.* No person shall possess, consume, or distribute alcoholic beverages on public land or in public facilities unless expressly authorized by a City permit.
- L. *Controlled Substances.* No person shall possess, sell, distribute, or use controlled substances on public land or in public facilities, except that a person may possess and use legally prescribed medications as directed by a licensed healthcare provider.

- M. *Smoking and Inhalants*. No person shall smoke, carry any lighted smoking instrument, or use any inhalant delivery system on public land or in public facilities. As used in this subsection, “smoking instrument” includes cigarettes, cigars, pipes, and similar items and “inhalant delivery system” means any system which delivers nicotine or any other substance in the form of vapor or aerosol, such as electronic cigarettes and personal vaporizers, except a medical device used in accordance with a prescription from a qualified medical professional.
- N. *Misue or Damage of Public Property*. No person shall misuse, vandalize, or damage any public property on public land or in public facilities.
- O. *Misuse of Public Restrooms*. No person may use a restroom on public land or in a public facility for bathing, laundering, or any other purpose that disrupts the use of the restroom by others. No person may use a mobile device or camera in a restroom or changing area on public land or in public facilities.
- P. *Hygiene and Public Nuisances*. All persons on public land and in public facilities must maintain hygiene standards so as to not create a public health concern or interfere with the use of the public land or public facilities by others.
- Q. *Organized Events*. No person may organize, conduct, or participate in any tournament, camp, or other activity that requires exclusive use of all or a substantial portion of a public land or public facility without City authorization. Commercial use, promotion, or any activity associated with such purposes is prohibited without prior written approval from the City Manager or their designee
- R. *Urination and Defecation*. No person may urinate or defecate on public land or in public facilities except in facilities specifically designated for that purpose.
- S. *Artwork, Displays, and Performances*. No person shall place any artwork or display, or engage in any performance, on public land or in public facilities, without City authorization. Any such authorized placement of artwork or displays, or authorized performance, must be stationed so as to minimize disturbance to those wishing to avoid such displays and/or performances, minimize congestion, and promote the flow of foot traffic. All artwork and displays must be placed in areas designated for that purpose.
- T. *Facility Specific Rules*. All persons must comply with any rules or regulations posted on a specific public land or at a specific public facility. These specific rules are supplemental to the general rules and are enforceable as part of this Chapter.
- U. *Non-Discrimination*. All events, programs, and activities held on any public land or at any public facility must be open and accessible to all individuals. Discrimination based on race, color, national origin, sex, gender identity, sexual orientation, age, disability, religion, or any other protected status is strictly prohibited. Event organizers are responsible for ensuring compliance with all applicable federal, state, and local non-discrimination laws. Failure to adhere to this requirement may result in denial of future event permits and other appropriate actions.

Sec. 12.12.050. – Parks rules.

A. Definitions

For purposes of this Section 12.12.050:

“Director” means the City Manager’s designee responsible for administering the City’s Parks and Recreation Department.

“Special Event” means an organized activity or gathering in a park, including but not limited to festivals, performances, tournaments, or private functions, requiring a permit due to its size, impact, or need for exclusive use of park facilities.

B. Protection of Park Property

- a. No person shall dig up, cut, break, remove or deface any building, structure, sign, bush, tree, land, rock, or plant belonging to or growing within a public park in the city without written permission from the city. Chalk is considered defacing city assets. The use of chalk, confetti, silly string, water balloons, paintball guns, air soft guns, or any other devices or substances that mark, damage, or alter surfaces—including pavements and structures— or create litter, is prohibited and classified as vandalism. Any debris left behind from these activities is considered littering and is subject to enforcement actions.
- b. It is prohibited for any person to remove, destroy, break, injure, mutilate or deface in any way any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, tree, shrub, plant, flower or other property in any public park.
- c. The prohibitions in this subsection shall not apply when the specific activity is approved by the Director, including but not limited to programs which permit the public to place and remove items, such as painted rocks, within park limits.

C. Use of Firearms and Explosives

No person shall discharge any destructive weapon, firearm, firecracker, torpedo or fireworks, or throw or place upon the ground any lighted match, cigar or any burning substance in any public park in the city. It is prohibited for a person to discharge fireworks, firecrackers, or explosives of any kind in a public park unless authorized to do so by the Director. No person shall have in their possession any loaded firearm in any public park in the city, except persons specifically authorized by ORS 166.173(2).

D. Fires

- a. It is prohibited for any person to build campfires, or fires of any type, in public parks, except that in areas where barbecue pits or fireplaces are provided, fires may be built so long as they are contained within the provided facilities. Portable barbecues are allowed in designated areas in conjunction with a picnic shelter rental or special event permit.
- b. In public parks, portable grills and heaters are permitted; however, only propane gas barbecues are allowed. Open flames, including portable gas fire pits, real fire pits, and charcoal grills, are prohibited. Each party or rental is limited to one propane gas barbecue unless additional units are authorized through a special event permit.

E. Motorized Vehicles

Use of motorized vehicles is prohibited in public parks with the following exceptions:

- a. Wheelchairs
- b. Special events for the purpose of loading and unloading.

- c. Emergency vehicles
- d. Service vehicles used by the City
- e. Class I electric bikes (e-bikes) are allowed on the jump line and pumptrack at Cedar Park/Base Camp and on designated multi-purpose trails and pathways only. Class I e-bikes are not permitted in any other areas, including but not limited to on sidewalks (except when motor is not in use or as otherwise posted), sports fields, and playgrounds.
- f. As otherwise expressly allowed in designated areas or by written authorization from the City Manager or designee.

F. Non-Motorized Vehicles

- a. It is prohibited for any person to use any rolling device such as a bicycle, skateboard, scooter, inline skates, etc., in a manner that may cause potential harm to other people, pets, wildlife, or park property, or on any sports fields, tennis courts, playgrounds, or off-leash areas, or other areas reserved for special events.
- b. Use of bicycles, skates, skateboards, scooters, and other non-motorized, wheeled vehicles are allowed in designated areas only. Use is not permitted on any brickwork, ornamental surface, picnic table, tennis court, basketball court, fountain area, wading pool, planter, or sculpture located in public parks.

G. Horseback Riding

Horseback riding is prohibited in public parks unless otherwise posted.

H. Alcohol and Smoking

- a. The possession or consumption of alcoholic beverages in parks is prohibited unless expressly authorized by a valid OLCC permit and a City-issued Special Event Permit or other approved permit. In all cases, only individuals aged 21 or older are permitted to possess or consume alcohol. Permits, excluding those for City-sanctioned events, allow only the possession and consumption of beer and wine. The sale of alcohol is prohibited unless specifically authorized by an OLCC permit. The City Manager (or designee) may impose conditions and require financial security to ensure events are conducted safely and in accordance with public park use. Alcohol consumption or possession is strictly prohibited in Sandy River Park under all circumstances.
- b. It is prohibited for any person to use tobacco or cannabis, or to smoke or vape any substance within any public park. This includes, but is not limited to, playgrounds, restrooms, spectator areas, picnic shelters, concession stands, parking lots, athletic fields, aquatic areas and trails.

I. Littering and Dumping Trash in Parks

- a. Disposal of garbage that is a result of normal park recreation and lawful activities is allowed. It is prohibited for any persons to enter any public park with straw, dirt, chips, paper, shavings, shells, ashes, swill, or garbage or other rubbish or refuse or debris that

has originated outside the park, for the purpose of disposing of any of the rubbish, refuse or debris in the park

- b. All refuse, papers, and rubbish shall be placed in refuse/recycling containers provided for that purpose, and everyone who uses park facilities shall keep them and the premises clean, so as to leave them in orderly condition for the next user.
- c. No person shall deposit into a public water feature any bubbling agents or dyes, or any objects or substances that would harm or hinder its function or endanger public safety. Materials used in the course of maintenance or operations by city staff or contractors are excepted.

J. Feeding of Animals

It is prohibited for any person to leave, place, or distribute foodstuffs of any kind or nature in any park, with an intent to feed livestock or wildlife; provided, this section shall not apply to the feeding of livestock or wildlife by City personnel.

K. Disturbing or Harming Animals

It is strictly prohibited for any person to use weapons, sticks, stones, missiles, or any other means to harm, injure, disturb, or harass any wild or domestic animal, bird, or fish within a public park. This includes actions that impact salmon grounds and salmon runs. Fishing is permitted only in designated areas. No person shall hunt, pursue, trap, kill, or disturb any animal or its habitat. The prohibitions in this rule shall not apply to city employees and agents acting in accordance with applicable City policy.

L. Amplified Sound

With the exception of City-approved and/or sponsored special events, no person shall cause or allow amplified sound to be played in a public park at a volume that can be heard more than 50 feet from its source without a permit. Additionally, amplified sound must not disrupt the enjoyment of the park by other users, even if it remains within the park boundaries. These restrictions aim to balance individual enjoyment with the collective experience of all park visitors.

M. Fishing, Hunting, and Bathing

It is prohibited for any person to fish, wade, swim or bathe in any public park where signs have been posted prohibiting these activities. Fishing must follow ODFW regulations. No person shall hunt in public parks.

N. Hazards and Nuisances

It is prohibited for any person to use a slingshot, javelin, shot put, discus, golf equipment, or archery equipment, in or upon any public park, except that any of the above equipment or devices may be used in areas specifically designated or provided for that particular use. It is also prohibited for any person to use equipment or engage in

behavior in a park in a manner that may be hazardous or a nuisance to others or property.

O. Mutilation of Park Notices

It is prohibited for any person to injure, deface, or destroy any notice of the rules and regulations for the government of the parks, which have been posted by order or permit from the Director.

P. Pesticide Use

It is prohibited for any person to use pesticides, herbicides, or any other chemicals in or on park property except as authorized by the Director. This includes the community gardens, which are designated as pesticide-free zones.

Q. Public Art

It is prohibited for any person to remove, deface, or in any way injure or damage any work of art, statue, monument, memorial tablet or plaque, fountain, or any other ornamental structure in any public park. The addition of art to park property must receive approval from the Director.

R. Signs

Except as otherwise provided in this subsection, it is prohibited for any person to place any structure, sign, bulletin board, or other device of any kind, or to erect any post or pole or attach any notice, bill, poster, sign, wire, rod, or cord on any tree, shrub, fence railing, fountain, wall, post, vase, statue, bridge, monument, or other structure in any public park.

S. Structures in Parks

- a. Unless authorized in writing from the Director, and subject to the terms of a permit, if required, it is prohibited to excavate for, to erect or install, or to do any act as part of or commencement of excavation, erection, or installation for, a permanent or temporary structure or facility in or on any public park.
- b. This subsection shall not be deemed to prohibit the erection of permanent or temporary covering or shelter in places designated for such purposes and subject to park regulations applicable to such designated places.

T. Trail Use

It is prohibited to alter or demolish existing or build new trails without written approval from the Director.

U. Protection and Handling of Park Vegetation and Property

It is prohibited for any person other than city personnel to bring upon any public park or possess while therein, any tree, shrub, or plant or any newly-plucked branch or leaf or tree, shrub or plant, unless authorized by the city.

V. Animals Running at Large

It is prohibited for any person to permit any dog, other pet, or livestock in any area of a public park designated and posted by the City Manager or Director as a game refuge, sanctuary or reserve, or to permit such dog or other pet to molest or disturb wildlife therein or the nest or breeding place of any such wildlife, or to permit any dog or other pet to enter any other area that the City Manager or Director has posted as a place prohibited to animals.

W. Domestic Animals in Parks

- a. Dogs and other domestic animals are not allowed in public parks unless leashed and controlled by the owner or keeper at all times, except in areas designated by sign as "off leash."
- b. Owners or keepers must promptly remove excrement and other solid waste deposited by the animal.
- c. No grooming of pets is permitted in public parks.
- d. All dogs in public parks that have a set of permanent canine teeth must be licensed and current in vaccinations. The owner or keeper of the dog shall be found in violation of this rule if the dog is not wearing its collar and vaccination tag.
- e. Dogs and other domestic animals are not allowed on athletic fields unless authorized by the Director.
- f. It is prohibited for any person to allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in a public park.
- g. No person shall tie up any animal in his or her custody or control and leave such animal unattended in a public park.

X. Parking and Use of Parking Areas

- a. Use of parking areas in public parks is restricted to users of the associated park. It is prohibited to block paths, trails, sidewalks, parking lots or parking spaces, or driveways without approval from the Director.
- b. It is prohibited for any person to operate or park a motor vehicle in any public park outside of the designated parking area without written approval from the Director.
- c. It is unlawful for a person to leave a motor vehicle parked in any parking area overnight or during any time the public park is closed without written approval from the Director. This rule does not apply to City maintenance or public works vehicles or those of contractors authorized by the City to perform work in a park property.
- d. It is prohibited to ride, propel, drive or direct any motorized vehicle over any street, drive or parkway in any public park in excess of 15 miles per hour when no speed limit is posted, or in excess of any posted speed limit.

Y. Prohibited Camping

Camping is prohibited in all parks, trails, and areas designated as parks and open space (POS) unless expressly authorized under Sandy Municipal Code Chapter 8.35.

Z. Fighting

No person shall engage in, sponsor, or conduct fighting, boxing, wrestling or similar forms of mutual combat in a public park. However, boxing and wrestling matches and exhibitions that are regulated and licensed by the Oregon State Boxing and Wrestling Commission, or boxing and wrestling conducted by organizations identified in ORS 463.210 as exempt from the licensing and bonding provisions or ORS Chapter 463, may be held in public parks upon the approval of the City Manager. The City Manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.

AA. Commercial Activity

- a. It is prohibited for any person to engage in any commercial activity in a public park except as approved by the Director pursuant to a reservation of park facilities or authorization of vendors for City-sponsored events that provide services pursuant to a contract with the City.
- b. It is prohibited for any person to solicit, sell or peddle any goods, services, wares, merchandise, liquids or edibles for human consumption in any public park, except by permit issued by the City Manager or the Director.

BB. Geocaching

Geocaching containers must be clearly labeled as "Official Geocache" before placement in any public park and require prior written approval from the Director.

CC. Metal detectors

Use of metal detectors in public parks is prohibited without written approval from the Director.

DD. Planes and drones

Operation of motorized models (including remote control cars), planes, and drones is prohibited in public parks unless written approval has been granted by the City Manager or designee, or the activity takes place in a designated area approved by the City Manager or designee.

EE. Parks Hours and Closure

- a. All parks shall be closed to the public and visitors excluded from dusk until dawn except as otherwise posted, or as otherwise determined by the City Manager or designee, during special events, or with prior written approval from the City Manager or designee. The Director may establish exceptions for Jonsrud Viewpoint for special weather events or exceptional photo opportunities.
- b. Any part or all of a public park may be closed to the public by the following persons for the following reasons:
 - i. The Fire Marshal may order a closure if the Marshal believes continued public use could create or exacerbate a fire hazard.

- ii. The Director may order a closure if the Director believes that construction activity or other conditions on the property creates a risk of harm to the public, or believes that public use would create a risk of harm to a public park.
- iii. The City Manager may order a closure if the Manager believes that closure is in the best interests of the City.

Sec. 12.12.060. - Prohibited activities on the transit system.

A. Failure to Vacate Elderly and Disabled Priority Seating: No person shall fail to vacate seats on a transit vehicle designated for use by individuals with disabilities and qualified senior citizens, when requested to do so by a peace officer or transit personnel.

B. Smoking: No person shall smoke tobacco or any other substance, or shall carry any lighted or smoldering substance in any form, aboard a transit vehicle, in any area of a passenger shelter, or within ten feet of any transit vehicle.

C. Food and Beverages: No person shall bring or carry aboard a transit vehicle food or beverages in open containers, nor consume food aboard a transit vehicle.

D. Radios, Compact Disk Players and other Sound-Emitting Devices without Earphones: No person, except a peace officer, firefighter, transit personnel, or emergency response professional in the course of employment, shall operate a radio, compact disk player, MP3 player, video player, or other sound-emitting device aboard any transit vehicle or in or upon any passenger shelter, unless the only sound produced by such item is emitted by a personal listening attachment (i.e. earphone) audible only to the person carrying the device producing the sound.

E. Shopping Carts and Unfolded Carriages or Strollers:

1. Except while boarding a transit vehicle, no person shall carry an unfolded or occupied carriage or stroller aboard any type of transit vehicle. Carriages and strollers must remain folded while aboard a transit vehicle.
2. No person shall bring or carry a commercial shopping cart aboard any type of transit vehicle.
3. No person shall abandon a commercial shopping cart at a transit facility.

F. Animals, Except Properly Controlled Assistance Animals and Properly Contained Pets: No person shall bring or carry aboard a transit vehicle or be present in or upon a transit facility with an animal except:

1. A person accompanied by an assistance animal or a person training an assistance animal, so long as the animal is under the control of the person by leash, harness, or other device made for the purpose of controlling the movement of an animal.
2. A person transporting a pet if:
 - a. The animal is kept under the control of the owner at all times and is either (1) held at all times within a secure container appropriate and constructed for carrying the size and type of animal, or (2) kept at all times on a secure leash that is no longer than one foot in length; and

b. The animal can be transported without risk of injury to the animal and without risk of harm or inconvenience to other riders or transit personnel;

3. A peace officer with a trained police dog.

G. *Noxious Fumes or Foul-Smelling Materials or Substances*: No person shall carry aboard a transit vehicle any substance or material emitting a foul smell or releasing noxious fumes.

H. *Oversized Packages*: No person shall bring or carry aboard a transit vehicle any package or article of a size which will block any aisle or stairway on the vehicle.

I. *Skateboards, Roller-skates, and In-line Skates*: No person shall ride a skateboard, in-line skates, or roller-skates upon a transit vehicle, or transit facility.

J. *Riding of Motorized Vehicles*: No person shall operate or ride upon a motorized vehicle other than a wheelchair inside a transit vehicle or transit facility.

K. *Corrosive and Soiling Substances*: No person shall carry upon a transit vehicle any corrosive material or soiling substance where containment of such substance cannot be guaranteed.

L. *Excessive Noise*: No person shall:

1. Make excessive and unnecessary noise, including boisterous and unreasonably loud conduct, within any transit vehicle or transit facility with the intent to cause inconvenience, annoyance, or alarm to the public, transit personnel, or a peace officer, or with a reckless disregard to the risk thereof; or
2. Perform vocal or instrumental music, within any transit vehicle or transit facility, without the prior written authorization of the City.

M. *Display of Lights*: No person shall light a flashlight, scope light, laser light, or object that projects a flashing light or emits a beam of light while inside a transit vehicle, except in an emergency.

N. *Improper Use of City Transit Vehicle/City Transit Facility seating*: No person shall:

1. Lie down on or across the seats of a transit vehicle or City transit facility;
2. Place any object or substance on the seats of a transit vehicle or City transit facility that inhibits the proper use of such seats; or
3. Block or obstruct the use of the seats of a transit vehicle or transit facility.

O. *Disruptive Conduct Inside a City Transit Vehicle*: No person shall occupy, move about, or engage in activity in a transit vehicle in a manner that:

1. Interferes with the free movement of passengers; or
2. Interferes with or disrupts the function or safe operation of the transit vehicle, including movement that constitutes a distraction to the operator of a transit vehicle; or
3. Uses a transit vehicle for any purpose other than for transportation.

Sec. 12.12.065. - Misuse of city transit system.

A. Use of Transit System for Non-Transit Purposes: No person shall enter or remain upon, occupy, or use a transit facility for purposes other than boarding, disembarking, or waiting for a transit vehicle, in an area where non-transit uses are prohibited by posted signage. A person is in violation of this section only after having occupied a transit facility for a period of time that exceeds that which is reasonably necessary to wait for, board, or disembark a transit vehicle.

B. Destructive Conduct Involving a Transit Vehicle: No person shall interfere with the safe and efficient operation of a transit vehicle through conduct which involves:

1. Extending any portion of his or her body through any door or window of a transit vehicle while it is in motion;
2. Attempting to board or de-board a moving transit vehicle;
3. Throwing, propelling, or discarding any object or substance in any transit vehicle or through any open door or window of a transit vehicle;
4. Unreasonably preventing or delaying the closure of a door on a transit vehicle;
5. Striking or hitting a transit vehicle;
6. Stopping or crossing in front of a transit vehicle for the purpose of stopping the vehicle or gaining passage after the vehicle has concluded boarding;
7. In any manner hanging onto, or attaching himself or herself to any exterior part of a transit vehicle while the vehicle is resting or in motion.

C. Refuse and Waste: No person shall discard, deposit, or leave any rubbish, trash, debris, offensive substance, or other solid or liquid waste in or upon a transit vehicle or transit facility, except in receptacles provided for that purpose. No person shall spit, defecate, or urinate in or upon a transit vehicle or transit facility, except in the confines of a lavatory where lavatories are available for public use.

D. Destruction of Signs: No person shall mutilate, deface, or destroy any sign, notice, or advertisement posted by the City or located on any transit vehicle or transit property.

E. Posting of Unauthorized Signs or Notices: Except as otherwise allowed by City regulations, no person shall place, permit, or cause to be placed any notice or sign upon any transit vehicle or transit facility.

F. Alcoholic Beverages: No person shall possess an open container of alcoholic beverage on a transit vehicle or transit facility, unless authorized by the City.

G. Damaging or Defacing City Transit Property: No person shall:

1. Draw graffiti or any other writing on any transit vehicle or any other transit property; or
2. Damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the transit system.

Sec. 12.12.070. - Prohibited risks to transit system security and order.

A. Flammable Substances and Ignition Devices: No person shall bring, possess, or carry aboard a transit vehicle or facility any flammable substance or device that can cause a spark or flame, except for matches and cigarette lighters. No spark or flame may be lit or initiated at any time by any device on a transit vehicle, including matches and lighters.

B. Weapons: No person, except a peace officer, shall bring or carry aboard a transit vehicle any firearm, knife (except a folding knife with a blade less than three and one-half inches in length), or any other instrument, article, device, material, or substance specifically designed for, or attempted to be used to, inflict or cause bodily harm to another, except where otherwise provided by law.

C. Activation of the Emergency Stop Device Except in an Emergency: No person shall activate the "emergency stop" device of a transit vehicle in the absence of an emergency.

D. Hazardous and Toxic Material or Substances: No person shall carry, possess, or transport any hazardous material, toxic chemical, combustible liquid, biological contagion or agent, radioactive substance, or any other inherently dangerous substance onto a transit vehicle or other transit property unless the person is a City employee or authorized personnel acting in the course of employment.

E. Harassment and Intimidation:

1. While on a transit vehicle or other transit facility, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm; and

2. While on a transit vehicle or other transit facility, no person shall engage in conduct that could reasonably be expected to result in fear or alarm to other passengers or transit personnel.

F. Explosive Materials or Device: No person may carry, possess, or transport any explosive material or device, assembled or disassembled, onto a transit vehicle or other transit property unless the person is a City or transit personnel, peace officer, or emergency response professional, acting in the course of employment or duty.

G. Threats: No person may utter a threat to cause damage to a transit vehicle or other transit property, or state a threat to cause disruption to City operations through the use of a bomb, explosive, or any other destructive device or weapon, or release of any harmful substance, while on a transit vehicle or other transit property; or state a threat of physical harm to a peace officer or transit personnel.

H. Interference with Emergency Response: No person may impede the efforts of transit personnel or peace officers in the course of an emergency response, including failing to obey a lawful order by transit personnel or peace officers uttered in the course of an emergency.

I. Abandonment of Packages: No person shall knowingly abandon a package on a transit vehicle or transit property, where the abandonment of such package is likely to cause suspicion or alarm about its contents, or require the dispatch of emergency response personnel to remove and inspect the package.

J. *Discharge or Detonation of a Weapon:* No person may throw an object at or discharge a bow and arrow, air rifle, rifle gun, revolver, or other firearm at a transit vehicle or any part of a transit facility, or any person on a transit vehicle or at a transit facility, except a peace officer acting in the course of employment.



ORDINANCE NO. 2025-15

AN ORDINANCE AMENDING CONDUCT AND EXCLUSION RULES IN THE SANDY MUNICIPAL CODE.

WHEREAS, the City Council previously has adopted conduct and exclusion rules for transit facilities and parks, but not for other city property and facilities; and

WHEREAS, the City Council finds that it would be in the best interest of the City to have in place conduct and exclusion rules for all City property facilities, and to ensure that those policies are aligned and in keeping with best practices; and

WHEREAS, as part of this process, the City of Sandy Parks and Trails Advisory Board has carefully reviewed the existing conduct rules for parks and has recommended certain changes, as well as changes to provision relating to permits and approvals.

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

Section 1: Chapter 12.16 of the City of Sandy Municipal Code is hereby repealed in its entirety, and Chapter 12.12 of the City of Sandy Municipal Code is hereby amended to read as shown in Exhibit A, attached and incorporated herein by reference.

Section 2: This Ordinance shall take effect thirty days after its passage and signature by the Mayor.

This ordinance is adopted by the City Council of the City of Sandy this 16th day of June, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

CHAPTER 12.12 - RULES OF CONDUCT AND EXCLUSION FROM PUBLIC ~~PARKS~~ PROPERTY

Sec. 12.12.005. - Definitions.

For the purposes of this chapter:

~~Person means any person, firm, corporation, but excluding those acting under direct authority of the city council.~~

"Animal" means domestic pets, livestock, and wildlife.

"Assistance animal" means:

A. An animal recognized under the Americans with Disabilities Act as a service animal, including a dog guide, hearing ear dog, or other service animal assisting an individual with a physical disability in one or more daily life activities including, but not limited to, pulling a wheelchair, fetching, and balance work; or

B. A companion animal designated to assist an individual with a mental or psychological disability in accordance with criteria that may be promulgated by the City for identifying companion animals.

"Class I e-bike" means a bicycle equipped with an electric motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour. Class I e-bikes do not have a throttle.

"Commercial" means any activity conducted for profit or financial gain.

"Controlled substance" means any substance described in Chapter 475 of the Oregon Revised Statutes.

"Emergency" means any incident that presents the risk of actual or threatened serious physical injury to persons, any apparently urgent medical need, or any other circumstance in which the City Manager has declared a state of emergency.

"Hazardous Materials" means any substance that poses a risk to health, safety, or the environment, including but not limited to fireworks, explosives, pesticides, toxic chemicals, combustible liquids, biological contagions or agents, radioactive substances, and any other inherently dangerous substances.

"Public facility" means buildings under city ownership, control, or authority, as well as vehicles under city ownership, control, or authority which the public is permitted to enter, including but not limited to a mobile library vehicle.

"Public land" means land and buildings under city ownership, control, or authority, including sidewalks, and rights of way.

"Public parks" or "park" means all property owned or controlled by the city, whether within or without the city limits, and operated for the use of the public for park purposes, including but not limited to improved parks, unimproved parks, skate parks, dog parks, historic sites, and trails.

“Qualified exclusion” means an exclusion from transit facilities which is limited in scope which excludes a “Transit Dependent” person from use of the Transit System except for use for travel to and from medical and legal appointments, school or training classes, places of employment, obtaining food, clothing and necessary household items, or for accessing any critical services.

“Restricted area” means any portion of a public facility or public land designated for authorized personnel only.

“Scooter” means a two- or three-wheeled device powered by human propulsion, designed with a platform for standing or sitting and handlebars for steering. This includes kick scooters and other similar personal transportation devices, but does not include a device with a motor such as an electric scooter or e-scooter.

“Sidewalk” means a paved pedestrian path adjacent to or within a public right-of-way, generally intended for pedestrian use only and typically constructed of concrete. Sidewalks do not include internal park trails or designated multi-purpose paths.

“Throttle” means a mechanism that allows the rider to engage the motor and propel the vehicle without pedaling or manual effort. Throttles are typically activated by twisting a handle or pressing a thumb lever.

“Transit dependent” means a person who has no independent source of transportation and relies solely on public transit for local movement and access.

“Transit facilities” means all property, equipment and improvements of whatever nature owned, leased, maintained, operated, or otherwise controlled by the City of Sandy, or operated or controlled on the City's behalf, whether within or without the city limits, and operated for the use of the public for mass transportation purposes.

“Transit personnel” means City employees and City contractors who engage in the maintenance and operation of transit facilities and transit vehicles.

“Transit vehicle” means a vehicle owned, leased, maintained, operated, or otherwise controlled by the City of Sandy, or operated or controlled on the City’s behalf, whether within or without the city limits, and operated for the use of the public for mass transportation purposes.

Sec. 12.12.010. - ~~Rules adopted.~~Purpose

The purpose of this chapter is to provide for equal access to all public lands and facilities, and to ensure that persons use public lands and public facilities for their intended purpose. This chapter is further intended to help protect the safety, convenience, and comfort of all users of public lands and facilities; prevent damage to public property; facilitate orderly administration; protect the safety of city personnel; preserve the quality of city services; and protect the City from unnecessary liability or expenses. The provisions of this chapter apply to all public lands except where specifically indicated otherwise.

The following rules and regulations governing the use of the public parks in the city are adopted:
Ord. No. 2025-15 Conduct and Exclusion (6-16-25 Final redlines)

~~Rule 1. No person shall dig up, cut, break, remove or deface any building, structure, sign, bush or plant belonging to or growing within a public park in the city without written permission from the city.~~

~~Rule 2. No person shall have in his possession or discharge any destructive weapon, firearm, firecracker, torpedo or fireworks, or throw or place upon the ground any lighted match, cigar or any burning substance in any public park in the city.~~

~~Rule 3. No person shall, within the limits of any public park within the city, threaten, harass or abuse another person or otherwise engage in any disorderly conduct.~~

~~Rule 4. All public parks belonging to the city shall be open to the public at dawn and shall be closed and visitors excluded therefrom after dusk each day. Special exceptions can be made by the city.~~

~~Rule 5. Use of motorized vehicles (exclusive of wheelchairs) is prohibited in city parks. Exceptions include special events for the purpose of loading and unloading, emergency vehicles and service vehicles used by the city.~~

~~Rule 6. Horseback riding is prohibited in city parks unless otherwise posted.~~

~~Rule 7. Dogs in city parks must be on leash unless otherwise posted.~~

~~Rule 8. All persons using the park shall at all times obey all lawful orders of any police officer or lifeguard who may be stationed therein.~~

~~Rule 9. The drinking or possession of intoxicating beverages is allowed only by OLCC permit, special events permit (including rental of facilities through the city) or other permitted activity. Permits issued allow only for the consumption and possession of beer and wine by adults 21 years or older. All sales of alcohol are prohibited unless authorized by OLCC permit. The city manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.~~

~~All drinking of intoxicating beverages in the Sandy River Park is prohibited.~~

~~Rule 10. All refuse, papers and rubbish shall be placed in refuse/recycling containers provided for that purpose, and everyone who uses park facilities shall keep them and the premises clean, so as to leave them in orderly condition for the next user.~~

~~Rule 11. Use of bicycles, skates, skateboards and other non-motorized, wheeled vehicles is allowed in designated areas only. Use is not permitted on any brickwork, ornamental surface, picnic table, tennis court, basketball court, fountain area, wading pool, planter, or sculpture located on public grounds.~~

~~Rule 12. Written permission by the city council is required for organized, promoted special events in city parks. Approval may include modifications to park rules.~~

~~Rule 13. No person shall deposit into a public water feature bubbling agents or dyes, or any objects or substances that would harm or hinder its function or endanger public safety. Materials used in the course of maintenance or operations by city staff or contractors are accepted.~~

~~Rule 14. No person shall hunt, pursue, trap, kill or disturb any animal, or its habitat.~~

~~Rule 15. Any group desiring to reserve any portion of a public park for picnics or social functions shall make written application therefore to the city manager at least one week prior to the event. An application fee may be required for certain parks and/or areas. The city manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.~~

~~Rule 16. No person shall engage in, sponsor or conduct: fighting, boxing, wrestling or similar forms of mutual combat in a public park. However, boxing and wrestling matches and exhibitions that are regulated and licensed by the Oregon State Boxing and Wrestling Commission; or boxing and wrestling conducted by organizations identified in ORS 463.210 as exempt from the licensing and bonding provisions or ORS Chapter 463, may be held in public parks upon the approval of the city manager. The city manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.~~

~~Rule 17. It is prohibited for any person to use tobacco, smoke or vape any substance within any City Park and designated open space. Areas include, but are not limited to, playgrounds, restrooms, spectator areas, picnic shelters, concession stands, parking lots, athletic fields, aquatic areas and trails.~~

Sec. 12.12.020. - ~~Trespass and exclusion from parks~~Exclusion from public land and public facilities.

A. ~~A~~-In addition to any other ~~measures remedy or penalty~~ provided ~~for violation of~~by this Code, or any of the laws of the state, any peace officer, as defined by ORS 133.005(3), as amended, ~~or~~ code enforcement officer, City facility manager, City department head, other city employee person specifically authorized by the City Manager, or transit personnel, may exclude any person who violates any provision of this Code, any city ordinance, any laws of the state, or any rule or regulation duly made and issued by the City, ~~Council~~ from any city parksspecified public land and public facilities for a specified period determined by the person authorizing the exclusion, ~~of not more than 30 days~~ ranging from one day to an indefinite duration, depending on the severity of the violation and whether the person has engaged in repeated violations of the same or different rules. Depending on the severity of the violation, a person may be excluded from public land or public facilities other than the public land or public facilities where the violation occurred.

B. A person excluded pursuant to this section may not enter or remain upon that public land or public facility described in the notice of exclusion during the exclusion period specified in the notice of exclusion, except that a person excluded from City Hall may enter upon or remain at City Hall to the extent necessary to file documents required to be filed with a city official or appear in a municipal court proceeding.

C. A person will be given a warning and an opportunity to comply with the applicable law or rule before an exclusion notice is issued, unless the exclusion is based on:

1. Conduct punishable as a felony;

2. Controlled substances or alcoholic beverages;
3. Sexual conduct as defined by ORS 167.060;
4. Action actually resulting or likely to result in personal injury or property damage; or
- ~~1-5.~~ The person having been previously warned or excluded for the same conduct in a separate instance.
- 2.—

D. A transit dependent person shall not be issued a complete exclusion from transit facilities unless the person engaged in violent, seriously disruptive, or criminal conduct, or conduct posing a serious threat to the safety of others or to the operation of the transit system.

E. ~~B.~~ Exclusion notices shall be written and shall include: ~~Written notice shall be given to any person excluded from any city park. The notice shall specify~~

- a. The name, title, and signature of the issuing party;
- b. The date of issuance;
- c. ~~†~~The dates and places of exclusion;
- d. The provision of law violated;
- e. A brief description of the offending conduct;
- f. ~~It shall be signed by the issuing party. Warning~~A statement of the consequences for failure to comply ~~shall be prominently displayed on the notice; and~~
- a-g. The procedures for appeal.

B.—

~~C. A person receiving the notice may appeal to the Municipal Judge in accordance with 12.12.02512.12.025 of this chapter to have the written notice rescinded or the period shortened. The appeal must be filed within five days of receipt of the exclusion notice, unless extended by the Municipal Judge for good cause shown.~~

F. ~~D.~~ At any time within the 30 daysexclusion period, a person receiving an exclusion notice may apply in writing to the ~~C~~city ~~m~~Manager for a temporary waiver from the effects of the notice. The ~~C~~city ~~m~~Manager may grant a waiver if good cause exists, upon such terms and conditions as may be specified by the City Manager in writing.

G. For indefinite exclusions and exclusions longer than one year in duration, the person receiving the exclusion notice may apply for a revocation of the exclusion notice once per year, beginning on the one-year anniversary of the issuance of the exclusion notice. Such application shall be made in writing and submitted to the City Manager for review and decision.

H. A person who receives an exclusion notice shall not be entitled to any refund or credit for amounts previously paid to the City in connection with the use of public land or public facilities from which the person has been excluded, unless the exclusion is reversed upon appeal.

I. The prohibitions in this Chapter shall not apply to any person who has obtained a permit from the City specifically authorizing the prohibited conduct, or to any City employee engaging in such conduct within the scope of their employment.

Sec. 12.12.025. - Appeal.

~~A. C.~~ A person receiving the an exclusion notice under Section 12.12.020 of this Code may appeal to the Municipal Judge with of this chapter and seek to have the written notice rescinded, or the period shortened, or the terms of the exclusion otherwise modified.

~~B. The~~ An appeal must be filed with the municipal court clerk within five calendar days of receipt of the exclusion notice, unless extended by the Municipal Judge for good cause shown.

C. An appeal of an exclusion notice automatically stays the exclusion period until a decision on appeal is issued by the municipal court.

~~Appeal of an exclusion notice shall be to the municipal judge.~~

~~B. Initiation of an appeal of an exclusion notice shall be filed within five days from the date of the exclusion notice with the municipal court clerk. The municipal judge may waive this requirement for good cause shown.~~

~~CD.~~ The request for an appeal hearing shall be in writing and shall contain either a copy or a full and complete description of the notice of exclusion and a statement of the grounds upon which it is contended that the decision to exclude is invalid, unauthorized, or otherwise improper.

~~DE.~~ Upon receipt of a request for an appeal hearing, the municipal court clerk shall schedule a hearing before the judge within 14 days after receipt of the request. Notice of the hearing time and date shall be given to the person requesting the hearing and to the person issuing the exclusion notice.

~~EF.~~ At the hearing, the judge may elect to determine the matter without hearing upon the record. The judge may sustain, reverse, or modify the exclusion notice appealed from in his or her judgment. The City shall have the burden of proving that a violation occurred and that the exclusion order is appropriate.

~~FG.~~ The determination of the municipal judge is a quasi-judicial decision and is not appealable to the city council. Appeals from any determination by the municipal judge shall be by writ of review to the Circuit Court of Clackamas County, Oregon as provided in ORS 34.010 through 34.100.

H. If the appeal concerns an allegation that the excluded person is transit dependent, and the judge finds that the appellant is transit dependent or did not engage in an act that warrants a complete exclusion from transit facilities, the judge shall order a qualified exclusion to permit a transit dependent individual to use the transit system for trips of necessity, including travel to and from medical and legal appointments, school or training classes, places of employment, obtaining food, clothing and necessary household items, or for accessing any other critical services. Any person asserting the right to a qualified exclusion on the basis of transit dependence has the burden of establishing such dependence by a preponderance of the evidence.

Sec. 12.12.030. - Violation—Penalty.

~~Any person who v~~ iolates any of the provisions of this chapter an exclusion notice issued in accordance with this chapter shall be punished for each offense, upon conviction thereof, by a fine

~~equivalent to a Class A Violation as listed in Oregon Revised Statutes, or by exclusion from city parks not to exceed 30 days, or by both such fine and exclusion~~ is a Class A infraction punishable under Chapter 1.18 of this Code. A violation of any other provision of this chapter is a Class C infraction punishable under Chapter 1.18 of this Code. A violation of an exclusion notice issued in accordance with this chapter constitutes criminal trespass in the second degree and is punishable as provided by state law and any other applicable provisions of this Code.

~~Sec. 12.12.040. – Criminal trespass.~~

~~A person who knowingly violates an order of exclusion from city parks commits the crime of Criminal Trespass.~~

Sec. 12.12.040. - Prohibited activities generally.

- A. *Unlawful Conduct.* No person shall engage in any violation of local, state, or federal law on public land or in public facilities.
- B. *Disruptive Behavior.* No person shall engage in any conduct on public land or in public facilities which unreasonably interferes with the conduct of public business or the use of the public land or public facilities by others.
- C. *Compliance with Directives.* No person shall refuse to comply with a lawful directive from City employees or law enforcement personnel related to safety, order, and the property use of public land and public facilities.
- D. *Restricted Areas.* No person shall access or attempt to access a restricted area within public land or public facilities without City authorization.
- E. *After-Hours Presence.* No person shall enter or remain on public land or in public facilities outside of the posted hours of operation unless authorized by the City.
- F. *Blocking Access or Passage.* No person shall obstruct or restrict the movement of others on public land or in public facilities, including but not limited to obstructing entrances, walkways, or other public areas.
- A-G. *Threats and Harassment.* While on public land or in public facilities, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm.
- H. *Disorderly and Disruptive Conduct.* No person shall engage in conduct on public land or in public facilities that could reasonably be expected to result in fear or alarm to others. This includes behavior that is threatening, harassing, or otherwise disruptive to the safe and peaceful use of public land and public facilities by others.
- I. *Endangering Safety.* No person shall engage in conduct that creates a hazardous condition or endangers the safety of others on public land or in public facilities.
- J. *Sexual Harassment.* No person shall engage in sexual harassment in violation of City policies on public land or in public facilities.
- K. *Alcohol Possession and Use.* No person shall possess, consume, or distribute alcoholic beverages on public land or in public facilities unless expressly authorized by a City permit.

- L. *Controlled Substances.* No person shall possess, sell, distribute, or use controlled substances on public land or in public facilities, except that a person may possess and use legally prescribed medications as directed by a licensed healthcare provider.
- M. *Smoking and Inhalants.* No person shall smoke, carry any lighted smoking instrument, or use any inhalant delivery system on public land or in public facilities. As used in this subsection, “smoking instrument” includes cigarettes, cigars, pipes, and similar items and “inhalant delivery system” means any system which delivers nicotine or any other controlled substance in the form of vapor or aerosol, such as electronic cigarettes and personal vaporizers, except a medical device used in accordance with a prescription from a qualified medical professional.
- N. *Misuse or Damage of Public Property.* No person shall misuse, vandalize, or damage any public property on public land or in public facilities.
- O. *Misuse of Public Restrooms.* No person may use a restroom on public land or in a public facility for bathing, laundering, or any other purpose that disrupts the use of the restroom by others. No person may use a mobile device or camera in a restroom or changing area on public land or in public facilities.
- P. *Hygiene and Public Nuisances.* All persons on public land and in public facilities must maintain hygiene standards so as to not create a public health concern or interfere with the use of the public land or public facilities by others.
- Q. *Organized Events.* No person may organize, conduct, or participate in any tournament, camp, or other activity that requires exclusive use of all or a substantial portion of a public land or public facility without City authorization. Commercial use, promotion, or any activity associated with such purposes is prohibited without prior written approval from the City Manager or their designee
- R. *Urination and Defecation.* No person may urinate or defecate on public land or in public facilities except in facilities specifically designated for that purpose.
- S. *Artwork, Displays, and Performances.* No person shall place any artwork or display, or engage in any performance, on public land or in public facilities, without City authorization. Any such authorized placement of artwork or displays, or authorized performance, must be stationed so as to minimize disturbance to those wishing to avoid such displays and/or performances, minimize congestion, and promote the flow of foot traffic. All artwork and displays must be placed in areas designated for that purpose.
- T. *Facility Specific Rules.* All persons must comply with any rules or regulations posted on a specific public land or at a specific public facility. These specific rules are supplemental to the general rules and are enforceable as part of this Chapter.
- U. *Non-Discrimination.* All events, programs, and activities held on any public land or at any public facility must be open and accessible to all individuals. Discrimination based on race, color, national origin, sex, gender identity, sexual orientation, age, disability, religion, or any other protected status is strictly prohibited. Event organizers are responsible for ensuring compliance with all applicable federal, state, and local non-discrimination laws. Failure to adhere to this requirement may result in denial of future event permits and other appropriate actions.

Sec. 12.12.050. – Parks rules.

A. Definitions

For purposes of this Section 12.12.050~~060~~:

“Director” means the City Manager’s designee responsible for administering the City’s Parks and Recreation Department.

“Special Event” means an organized activity or gathering in a park, including but not limited to festivals, performances, tournaments, or private functions, requiring a permit due to its size, impact, or need for exclusive use of park facilities.

B. Protection of Park Property

- a. No person shall dig up, cut, break, remove or deface any building, structure, sign, bush, tree, land, rock, or plant belonging to or growing within a public park in the city without written permission from the city. Chalk is considered defacing city assets. The use of chalk, confetti, silly string, water balloons, paintball guns, air soft guns, or any other devices or substances that mark, damage, or alter surfaces—including pavements and structures— or create litter, is prohibited and classified as vandalism. Any debris left behind from these activities is considered littering and is subject to enforcement actions.
- b. It is prohibited for any person to remove, destroy, break, injure, mutilate or deface in any way any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, tree, shrub, plant, flower or other property in any public park.
- c. The prohibitions in this subsection shall not apply when the specific activity is approved by the Director, including but not limited to programs which permit the public to place and remove items, such as painted rocks, within park limits.

C. Use of Firearms and Explosives

No person shall discharge any destructive weapon, firearm, firecracker, torpedo or fireworks, or throw or place upon the ground any lighted match, cigar or any burning substance in any public park in the city. It is prohibited for a person to discharge fireworks, firecrackers, or explosives of any kind in a public park unless authorized to do so by the Director. No person shall have in their possession any loaded firearm in any public park in the city, except persons specifically authorized by ORS 166.173(2).

D. Fires

- a. It is prohibited for any person to build campfires, or fires of any type, in public parks, except that in areas where barbecue pits or fireplaces are provided, fires may be built so long as they are contained within the provided facilities. Portable barbecues are allowed in designated areas in conjunction with a picnic shelter rental or special event permit.
- b. In public parks, portable grills and heaters are permitted; however, only propane gas barbecues are allowed. Open flames, including portable gas fire pits, real fire pits, and charcoal grills, are prohibited. Each party or rental is limited to one propane gas barbecue unless additional units are authorized through a special event permit.

E. Motorized Vehicles

Use of motorized vehicles (exclusive of wheelchairs) is prohibited in public parks with the following exceptions:

- a. Wheelchairs
- b. ~~Exceptions include~~ Special events for the purpose of loading and unloading, emergency vehicles, and service vehicles used by the city.
- c. Emergency vehicles
- d. Service vehicles used by the City
- e. Class I electric bikes (e-bikes) are allowed on the jump line and pumptrack at Cedar Park/Base Camp and on designated multi-purpose trails and pathways only. Class I e-bikes are not permitted in any other areas, including but not limited to on sidewalks (except when motor is not in use or as otherwise posted), sports fields, and playgrounds.
- f. As otherwise expressly allowed in designated areas or by written authorization from the City Manager or designee.

F. Non-Motorized Vehicles

- a. It is prohibited for any person to use any rolling device such as a bicycle, skateboard, scooter, inline skates, etc., in a manner that may cause potential harm to other people, pets, wildlife, or park property, or on any sports fields, tennis courts, playgrounds, or off-leash areas, or other areas reserved for special events.
- b. Use of bicycles, skates, skateboards, scooters, and other non-motorized, wheeled vehicles are allowed in designated areas only. Use is not permitted on any brickwork, ornamental surface, picnic table, tennis court, basketball court, fountain area, wading pool, planter, or sculpture located in public parks.
- c. ~~Class 1 E-bikes are allowed only on the Jump Line and Pumptracks; their use is prohibited in all other areas of Cedar Park and all other parks. All other motorized vehicles (combustible & throttle) are prohibited inside Cedar Park and all other parks except as provided herein.~~

G. Horseback Riding

Horseback riding is prohibited in public parks unless otherwise posted.

H. Alcohol and Smoking

- a. The possession or consumption of alcoholic beverages in parks is prohibited unless expressly authorized by a valid OLCC permit and a City-issued Special Event Permit or other approved permit. In all cases, only individuals aged 21 or older are permitted to possess or consume alcohol. Permits, excluding those for City-sanctioned events, allow only the possession and consumption of beer and wine. The sale of alcohol is prohibited unless specifically authorized by an OLCC permit. The City Manager (or designee) may impose conditions and require financial security to ensure events are conducted safely

and in accordance with public park use. Alcohol consumption or possession is strictly prohibited in Sandy River Park under all circumstances.

- b. It is prohibited for any person to use tobacco or cannabis, or to smoke or vape any substance within any public park. This includes, but is not limited to, playgrounds, restrooms, spectator areas, picnic shelters, concession stands, parking lots, athletic fields, aquatic areas and trails.

I. Littering and Dumping Trash in Parks

- a. Disposal of garbage that is a result of normal park recreation and lawful activities is allowed. It is prohibited for any persons to enter any public park with straw, dirt, chips, paper, shavings, shells, ashes, swill, or garbage or other rubbish or refuse or debris that has originated outside the park, for the purpose of disposing of any of the rubbish, refuse or debris in the park
- b. All refuse, papers, and rubbish shall be placed in refuse/recycling containers provided for that purpose, and everyone who uses park facilities shall keep them and the premises clean, so as to leave them in orderly condition for the next user.
- c. No person shall deposit into a public water feature any bubbling agents or dyes, or any objects or substances that would harm or hinder its function or endanger public safety. Materials used in the course of maintenance or operations by city staff or contractors are excepted.

J. Feeding of Animals

It is prohibited for any person to leave, place, or distribute foodstuffs of any kind or nature in any park, with an intent to feed livestock or wildlife; provided, this section shall not apply to the feeding of livestock or wildlife by City personnel.

K. Disturbing or Harming Animals

It is strictly prohibited for any person to use weapons, sticks, stones, missiles, or any other means to harm, injure, disturb, or harass any wild or domestic animal, bird, or fish within a public park. This includes actions that impact salmon grounds and salmon runs. Fishing is permitted only in designated areas. No person shall hunt, pursue, trap, kill, or disturb any animal or its habitat. The prohibitions in this rule shall not apply to city employees and agents acting in accordance with applicable City policy.

L. Amplified Sound

With the exception of City-approved and/or sponsored special events, no person shall cause or allow amplified sound to be played in a public park at a volume that can be heard more than 50 feet from its source without a permit. Additionally, amplified sound must not disrupt the enjoyment of the park by other users, even if it remains within the park boundaries. These restrictions aim to balance individual enjoyment with the collective experience of all park visitors.

M. Fishing, Hunting, and Bathing

It is prohibited for any person to fish, wade, swim or bathe in any public park where signs have been posted prohibiting these activities. Fishing must follow ODFW regulations. No person shall hunt in public parks.

N. Hazards and Nuisances

It is prohibited for any person to use a slingshot, javelin, shot put, discus, golf equipment, or archery equipment, in or upon any public park, except that any of the above equipment or devices may be used in areas specifically designated or provided for that particular use. It is also prohibited for any person to use equipment or engage in behavior in a park in a manner that may be hazardous or a nuisance to others or property.

O. Mutilation of Park Notices

It is prohibited for any person to injure, deface, or destroy any notice of the rules and regulations for the government of the parks, which have been posted by order or permit from the Director.

P. Pesticide Use

It is prohibited for any person to use pesticides, herbicides, or any other chemicals in or on park property except as authorized by the Director. This includes the community gardens, which are designated as pesticide-free zones.

Q. Public Art

It is prohibited for any person to remove, deface, or in any way injure or damage any work of art, statue, monument, memorial tablet or plaque, fountain, or any other ornamental structure in any public park. The addition of art to park property must receive approval from the Director.

R. Signs

Except as otherwise provided in this subsection, it is prohibited for any person to place any structure, sign, bulletin board, or other device of any kind, or to erect any post or pole or attach any notice, bill, poster, sign, wire, rod, or cord on any tree, shrub, fence railing, fountain, wall, post, vase, statue, bridge, monument, or other structure in any public park.

S. Structures in Parks

- a. Unless authorized in writing from the Director, and subject to the terms of a permit, if required, it is prohibited to excavate for, to erect or install, or to do any act as part of or commencement of excavation, erection, or installation for, a permanent or temporary structure or facility in or on any public park.

- b. This subsection shall not be deemed to prohibit the erection of permanent or temporary covering or shelter in places designated for such purposes and subject to park regulations applicable to such designated places.

T. Trail Use

It is prohibited to alter or demolish existing or build new trails without written approval from the Director.

U. Protection and Handling of Park Vegetation and Property

It is prohibited for any person other than city personnel to bring upon any public park or possess while therein, any tree, shrub, or plant or any newly-plucked branch or leaf or tree, shrub or plant, unless authorized by the city.

V. Animals Running at Large

It is prohibited for any person to permit any dog, other pet, or livestock in any area of a public park designated and posted by the City Manager or Director as a game refuge, sanctuary or reserve, or to permit such dog or other pet to molest or disturb wildlife therein or the nest or breeding place of any such wildlife, or to permit any dog or other pet to enter any other area that the City Manager or Director has posted as a place prohibited to animals.

W. Domestic Animals in Parks

- a. Dogs and other domestic animals are not allowed in public parks unless leashed and controlled by the owner or keeper at all times, except in areas designated by sign as "off leash."
- b. Owners or keepers must promptly remove excrement and other solid waste deposited by the animal.
- c. No grooming of pets is permitted in public parks.
- d. All dogs in public parks that have a set of permanent canine teeth must be licensed and current in vaccinations. The owner or keeper of the dog shall be found in violation of this rule if the dog is not wearing its collar and vaccination tag.
- e. Dogs and other domestic animals are not allowed on athletic fields unless authorized by the Director.
- f. It is prohibited for any person to allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in a public park.
- g. No person shall tie up any animal in his or her custody or control and leave such animal unattended in a public park.

X. Parking and Use of Parking Areas

- a. Use of parking areas in public parks is restricted to users of the associated park. It is prohibited to block paths, trails, sidewalks, parking lots or parking spaces, or driveways without approval from the Director.
- b. It is prohibited for any person to operate or park a motor vehicle in any public park outside of the designated parking area without written approval from the Director.

- c. It is unlawful for a person to leave a motor vehicle parked in any parking area overnight or during any time the public park is closed without written approval from the Director. This rule does not apply to City maintenance or public works vehicles or those of contractors authorized by the City to perform work in a park property.
- d. It is prohibited to ride, propel, drive or direct any motorized vehicle over any street, drive or parkway in any public park in excess of 15 miles per hour when no speed limit is posted, or in excess of any posted speed limit.

Y. Prohibited Camping

Camping is prohibited in all parks, trails, and areas designated as parks and open space (POS) unless expressly authorized under Sandy Municipal Code Chapter 8.35.

Z. Fighting

No person shall engage in, sponsor, or conduct fighting, boxing, wrestling or similar forms of mutual combat in a public park. However, boxing and wrestling matches and exhibitions that are regulated and licensed by the Oregon State Boxing and Wrestling Commission, or boxing and wrestling conducted by organizations identified in ORS 463.210 as exempt from the licensing and bonding provisions or ORS Chapter 463, may be held in public parks upon the approval of the City Manager. The City Manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.

AA. Commercial Activity

- a. It is prohibited for any person to engage in any commercial activity in a public park except as approved by the Director pursuant to a reservation of park facilities or authorization of vendors for City-sponsored events that provide services pursuant to a contract with the City.
- b. It is prohibited for any person to solicit, sell or peddle any goods, services, wares, merchandise, liquids or edibles for human consumption in any public park, except by permit issued by the City Manager or the Director.

BB. Geocaching

Geocaching containers must be clearly labeled as "Official Geocache" before placement in any public park and require prior written approval from the Director.

CC. Metal detectors

Use of metal detectors in public parks is prohibited without written approval from the Director.

DD. Planes and drones

Operation of motorized models (including remote control cars), planes, and drones is prohibited in public parks without written approval from the Director, unless written

approval has been granted by the City Manager or designee , or the activity takes place in a designated area approved by the City Manager or designee.

EE. Parks Hours and Closure

- a. Parks are open from 6:00 AM to 10:00 PM, All parks shall be closed to the public and visitors excluded from dusk until dawn except as otherwise posted, or as otherwise determined by the City Manager or designee, director during special events, or with prior written approval from the City Manager or designee. The Director may establish exceptions for Jonsrud Viewpoint for special weather events or exceptional photo opportunities.
- b. Any part or all of a public park may be closed to the public by the following persons for the following reasons:
 - i. The Fire Marshal may order a closure if the Marshal believes continued public use could create or exacerbate a fire hazard.
 - ii. The Director may order a closure if the Director believes that construction activity or other conditions on the property creates a risk of harm to the public, or believes that public use would create a risk of harm to a public park.
 - iii. The City Manager may order a closure if the Manager believes that closure is in the best interests of the City.

Sec. 12.12.060. - Prohibited activities on the transit system.

A. *Failure to Vacate Elderly and Disabled Priority Seating:* No person shall fail to vacate seats on a transit vehicle designated for use by individuals with disabilities and qualified senior citizens, when requested to do so by a peace officer or transit personnel.

B. *Smoking:* No person shall smoke tobacco or any other substance, or shall carry any lighted or smoldering substance in any form, aboard a transit vehicle, in any area of a passenger shelter, or within ten feet of any transit vehicle.

C. *Food and Beverages:* No person shall bring or carry aboard a transit vehicle food or beverages in open containers, nor consume food aboard a transit vehicle.

D. *Radios, Compact Disk Players and other Sound-Emitting Devices without Earphones:* No person, except a peace officer, firefighter, transit personnel, or emergency response professional in the course of employment, shall operate a radio, compact disk player, MP3 player, video player, or other sound-emitting device aboard any transit vehicle or in or upon any passenger shelter, unless the only sound produced by such item is emitted by a personal listening attachment (i.e. earphone) audible only to the person carrying the device producing the sound.

E. *Shopping Carts and Unfolded Carriages or Strollers:*

1. Except while boarding a transit vehicle, no person shall carry an unfolded or occupied carriage or stroller aboard any type of transit vehicle. Carriages and strollers must remain folded while aboard a transit vehicle.

2. No person shall bring or carry a commercial shopping cart aboard any type of transit vehicle.

3. No person shall abandon a commercial shopping cart at a transit facility.

F. *Animals, Except Properly Controlled Assistance Animals and Properly Contained Pets*: No person shall bring or carry aboard a transit vehicle or be present in or upon a transit facility with an animal except:

1. A person accompanied by an assistance animal or a person training an assistance animal, so long as the animal is under the control of the person by leash, harness, or other device made for the purpose of controlling the movement of an animal.

2. A person transporting a pet if:

a. The animal is kept under the control of the owner at all times and is either (1) held at all times within a secure container appropriate and constructed for carrying the size and type of animal, or (2) kept at all times on a secure leash that is no longer than one foot in length; and

b. The animal can be transported without risk of injury to the animal and without risk of harm or inconvenience to other riders or transit personnel;

3. A peace officer with a trained police dog.

G. *Noxious Fumes or Foul-Smelling Materials or Substances*: No person shall carry aboard a transit vehicle any substance or material emitting a foul smell or releasing noxious fumes.

H. *Oversized Packages*: No person shall bring or carry aboard a transit vehicle any package or article of a size which will block any aisle or stairway on the vehicle.

I. *Skateboards, Roller-skates, and In-line Skates*: No person shall ride a skateboard, in-line skates, or roller-skates upon a transit vehicle, or transit facility.

J. *Riding of Motorized Vehicles*: No person shall operate or ride upon a motorized vehicle other than a wheelchair inside a transit vehicle or transit facility.

K. *Corrosive and Soiling Substances*: No person shall carry upon a transit vehicle any corrosive material or soiling substance where containment of such substance cannot be guaranteed.

L. *Excessive Noise*: No person shall:

1. Make excessive and unnecessary noise, including boisterous and unreasonably loud conduct, within any transit vehicle or transit facility with the intent to cause inconvenience, annoyance, or alarm to the public, transit personnel, or a peace officer, or with a reckless disregard to the risk thereof; or

2. Perform vocal or instrumental music, within any transit vehicle or transit facility, without the prior written authorization of the City.

M. *Display of Lights*: No person shall light a flashlight, scope light, laser light, or object that projects a flashing light or emits a beam of light while inside a transit vehicle, except in an emergency.

N. *Improper Use of City Transit Vehicle/City Transit Facility seating*: No person shall:

1. Lie down on or across the seats of a transit vehicle or City transit facility;

Ord. No. 2025-15 Conduct and Exclusion (6-16-25 Final redlines)

2. Place any object or substance on the seats of a transit vehicle or City transit facility that inhibits the proper use of such seats; or

3. Block or obstruct the use of the seats of a transit vehicle or transit facility.

O. Disruptive Conduct Inside a City Transit Vehicle: No person shall occupy, move about, or engage in activity in a transit vehicle in a manner that:

1. Interferes with the free movement of passengers; or

2. Interferes with or disrupts the function or safe operation of the transit vehicle, including movement that constitutes a distraction to the operator of a transit vehicle; or

3. Uses a transit vehicle for any purpose other than for transportation.

Sec. 12.16.12.065. - Misuse of city transit system.

A. Use of Transit System for Non-Transit Purposes: No person shall enter or remain upon, occupy, or use a transit facility for purposes other than boarding, disembarking, or waiting for a transit vehicle, in an area where non-transit uses are prohibited by posted signage. A person is in violation of this section only after having occupied a transit facility for a period of time that exceeds that which is reasonably necessary to wait for, board, or disembark a transit vehicle.

B. Destructive Conduct Involving a Transit Vehicle: No person shall interfere with the safe and efficient operation of a transit vehicle through conduct which involves:

1. Extending any portion of his or her body through any door or window of a transit vehicle while it is in motion;

2. Attempting to board or de-board a moving transit vehicle;

3. Throwing, propelling, or discarding any object or substance in any transit vehicle or through any open door or window of a transit vehicle;

4. Unreasonably preventing or delaying the closure of a door on a transit vehicle;

5. Striking or hitting a transit vehicle;

6. Stopping or crossing in front of a transit vehicle for the purpose of stopping the vehicle or gaining passage after the vehicle has concluded boarding;

7. In any manner hanging onto, or attaching himself or herself to any exterior part of a transit vehicle while the vehicle is resting or in motion.

C. Refuse and Waste: No person shall discard, deposit, or leave any rubbish, trash, debris, offensive substance, or other solid or liquid waste in or upon a transit vehicle or transit facility, except in receptacles provided for that purpose. No person shall spit, defecate, or urinate in or upon a transit vehicle or transit facility, except in the confines of a lavatory where lavatories are available for public use.

D. Destruction of Signs: No person shall mutilate, deface, or destroy any sign, notice, or advertisement posted by the City or located on any transit vehicle or transit property.

E. Posting of Unauthorized Signs or Notices: Except as otherwise allowed by City regulations, no person shall place, permit, or cause to be placed any notice or sign upon any transit vehicle or transit facility.

F. Alcoholic Beverages: No person shall possess an open container of alcoholic beverage on a transit vehicle or transit facility, unless authorized by the City.

G. Damaging or Defacing City Transit Property: No person shall:

1. Draw graffiti or any other writing on any transit vehicle or any other transit property; or
2. Damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the transit system.

Sec. 12.16.12.070. - Prohibited risks to transit system security and order.

A. Flammable Substances and Ignition Devices: No person shall bring, possess, or carry aboard a transit vehicle or facility any flammable substance or device that can cause a spark or flame, except for matches and cigarette lighters. No spark or flame may be lit or initiated at any time by any device on a transit vehicle, including matches and lighters.

B. Weapons: No person, except a peace officer, shall bring or carry aboard a transit vehicle any firearm, knife (except a folding knife with a blade less than three and one-half inches in length), or any other instrument, article, device, material, or substance specifically designed for, or attempted to be used to, inflict or cause bodily harm to another, except where otherwise provided by law.

C. Activation of the Emergency Stop Device Except in an Emergency: No person shall activate the "emergency stop" device of a transit vehicle in the absence of an emergency.

D. Hazardous and Toxic Material or Substances: No person shall carry, possess, or transport any hazardous material, toxic chemical, combustible liquid, biological contagion or agent, radioactive substance, or any other inherently dangerous substance onto a transit vehicle or other transit property unless the person is a City employee or authorized personnel acting in the course of employment.

E. Harassment and Intimidation:

1. While on a transit vehicle or other transit facility, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm; and

2. While on a transit vehicle or other transit facility, no person shall engage in conduct that could reasonably be expected to result in fear or alarm to other passengers or transit personnel.

F. Explosive Materials or Device: No person may carry, possess, or transport any explosive material or device, assembled or disassembled, onto a transit vehicle or other transit property unless the person is a

City or transit personnel, peace officer, or emergency response professional, acting in the course of employment or duty.

G. *Threats*: No person may utter a threat to cause damage to a transit vehicle or other transit property, or state a threat to cause disruption to City operations through the use of a bomb, explosive, or any other destructive device or weapon, or release of any harmful substance, while on a transit vehicle or other transit property; or state a threat of physical harm to a peace officer or transit personnel.

H. *Interference with Emergency Response*: No person may impede the efforts of transit personnel or peace officers in the course of an emergency response, including failing to obey a lawful order by transit personnel or peace officers uttered in the course of an emergency.

I. *Abandonment of Packages*: No person shall knowingly abandon a package on a transit vehicle or transit property, where the abandonment of such package is likely to cause suspicion or alarm about its contents, or require the dispatch of emergency response personnel to remove and inspect the package.

J. *Discharge or Detonation of a Weapon*: No person may throw an object at or discharge a bow and arrow, air rifle, rifle gun, revolver, or other firearm at a transit vehicle or any part of a transit facility, or any person on a transit vehicle or at a transit facility, except a peace officer acting in the course of employment.



STAFF REPORT

Item # 5.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Tyler Wallace, Finance Director
Subject: PUBLIC HEARING: Amending SMC Chapter 3.28 Transient Lodging Tax Rate Ordinance 2025-22

DECISION TO BE MADE:

Whether to adopt changes to Sandy Municipal Code Chapter 3.28, amending the Transient Lodging Tax rate from 3% to 6%.

APPLICABLE COUNCIL GOAL:

6.6: Develop Short Term Rental Regulations and Pursue Flexibility for Usage of Associated Revenue.

BACKGROUND / CONTEXT:

Sandy Code Chapter 3.28 lays out the City of Sandy's transient lodging tax. This chapter was last amended in April 2025, to update the code to reflect industry changes, specifically the advent and prevalence of short-term rentals.

The City assesses a 3% Transient Lodging Tax on rent for periods of 30 days or less. Generally, the term Short Term Rental refers to a whole house, a portion of a house, condo, or other dwelling unit where an owner rents their property for periods of 30 days or less. Rent for these types of properties is subject to the Transient Lodging Tax.

KEY CONSIDERATIONS / ANALYSIS:

Many jurisdictions charge a transient lodging tax. When compared to other jurisdictions in Oregon, Sandy's Transient Lodging Tax of 3% is relatively low. Here is what some other Oregon jurisdictions assess:

- Portland 6%
- Salem: 11% for hotels, 9% on STRs
- Gresham 8%
- Eugene 4.5%
- Hillsboro 3%
- Beaverton 4%
- Corvallis 9%

- Lincoln City 12%
- Washington County 9%
- Multnomah County 11.5%
- Clackamas County 6%

Because transient lodging taxes are on stays at hotels/motels and short-term rentals, and paid by the visitor, these taxes will generally be paid by people visiting Sandy, not by residents. This modest increase to a rate of 6%, a rate in line with what many other local jurisdictions charge, will likely not have any measurable impact on tourism.

Example: If a renter books a 3 night stay in Sandy at \$150 per night, the total rent for that stay will be \$450. The current Transient Lodging Tax of 3% would be \$13.50 on that stay. The proposed new rate of 6%, would be \$27.

The tax is remitted quarterly. Since ordinances become effective 30 days after adoption, that would implement the new tax rate in the middle of a quarter. If adopted, the Ordinance will become effective October 1, 2025, to align with the quarterly filing period.

BUDGET IMPACT:

The proposed changes result in additional Transient Lodging Taxes being paid to the City. The estimated additional revenue is \$100,000. The use of Transient Lodging Tax Revenue is restricted by law. The existing 3% is exempt from ORS 320.350 and is required to be used for tourism and economic development. The marginal 3% generated from the tax rate increase is subject to the requirements of ORS 320.350. The marginal revenues are to be used 70% for tourism promotion or tourism related facilities, and 30% general City Services.

The use of this revenue is included in the City's budget for 2025-2027.

RECOMMENDATION:

Staff recommends adoption of Ordinance 2025-22 amending Sandy Municipal Code Chapter 3.28.

SUGGESTED MOTION LANGUAGE:

"I move to approve the first reading of Ordinance 2025-22."

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance No. 2025-22
 - Exhibit A – Proposed amendments to Municipal Code Chapter 3.28



ORDINANCE NO. 2025-22

AN ORDINANCE AMENDING SANDY MUNICIPAL CODE CHAPTER 3.28: TRANSIENT LODGING TAX

WHEREAS, a local transient lodging tax is a tax imposed by a local government on the sale, service or furnishing of transient lodging; and

WHEREAS, transient lodging includes hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; and houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy; and

WHEREAS, Chapter 3.28 of the City of Sandy Municipal Code establishes requirements for the payment of transient lodging tax; and

WHEREAS, The City of Sandy's Transient Lodging tax rate is currently 3%, which is comparatively low when compared to other taxing jurisdictions in Oregon; and

WHEREAS, ORS 320.350 includes certain requirements regarding use of revenue for new transient lodging taxes, but the City's transient lodging tax pre-dates those requirements and is therefore exempt; and

WHEREAS, any marginal revenue resulting from an increase to the amount of the transient lodging tax would be subject to the requirements of ORS 320.350 relating to use of revenue; and

WHEREAS, the City Council adopted the 2025-2027 biannual budget on June 2, 2025, which reflected marginal tax revenue reflective of a Transient Lodging Tax rate increase; and

WHEREAS, the City Council held a hearing on June 16, 2025, allowing the public an opportunity to provide testimony on the proposed code amendments.

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

Section 1: Sections 3.28.020 and 3.28.090 of Chapter 3.28, within Title 3, Revenue and Finance of the Sandy Municipal Code, are hereby amended as shown in Exhibit A, attached, and incorporated herein by reference.

Section 2: This ordinance shall take effect October 1, 2025.

This ordinance is adopted by the City Council of the City of Sandy this 16th day of June, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

Exhibit A**Sec. 3.28.020. - Tax imposed.**

Each occupant shall pay a tax in the amount of ~~three~~ six percent of the rent. The tax constitutes a debt owed by the occupant to the City which is extinguishable only by payment to the transient lodging tax collector. The occupant shall pay the tax to the transient lodging tax collector. Tax amounts shall be rounded down to the nearest cent. The transient lodging tax collector shall maintain records of all rent charged and tax payments received. The transient lodging tax collector shall enter the tax on the records when rent is collected if the transient lodging tax collector keeps records on a cash accounting basis and when earned if the transient lodging tax collector keeps records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the occupant to the transient lodging tax collector with each installment.

Sec. 3.28.090. - Disposition of tax.

In recognition of the portion of the tax which pre-dates ORS 320.350, use of the tax collected by the City shall be as follows:

- A. Half of all tax collected by the City shall be exempt from ORS 320.350 and shall continue to be used for the promotion of tourism and economic development; and
- B. Half of all tax collected by the City shall be used in accordance with ORS 320.350:
 - a. Seventy percent to fund tourism promotion or tourism-related facilities; and
 - b. Thirty percent to fund city services.



STAFF REPORT

Item # 6.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Tyler Wallace, Finance Director
Subject: Supplemental Budget for Biennium 2023-25
Resolution 2025-23

DECISION TO BE MADE:

To adopt a supplemental budget for Biennium 2023-25.

APPLICABLE COUNCIL GOAL:

N/A

BACKGROUND / CONTEXT:

Local Budget Law allows for changes to be made to the budget after adoption in certain circumstances, specifically when conditions or situations arise that were unknown at the time the budget was adopted. The current Biennium 2023-25 budget was adopted two years ago, in June 2023. Since then, a few minor expenditures have been incurred that need to be reflected in the adopted budget prior to the end of the current biennium. Changes such as these are not uncommon, especially in the second year of a two-year budget.

Changes that are less than 10% of the total fund can be adopted via resolution at a regularly scheduled Council meeting. Changes that are over 10% of the total fund require a public hearing. The changes for the General Fund are less than 10%, meaning no public hearing is required. These changes are purely housekeeping in nature and do not deviate from any prior policy decisions.

KEY CONSIDERATIONS / ANALYSIS:

Legal – The Legal Department accounts for all the legal services and charges associated with the administration of the City. With numerous land use issues, water and wastewater infrastructure needs, and legal review of personnel matters, legal expenses have increased. The supplemental budget increases total resources in the department by \$100,000 via transfer from Non-Departmental. Total appropriations for the Legal Department have been increased by the same amount to cover the expenditures.

Police – The Police Department accounts for all public safety services provided by the City. After the completion of the police staffing study and the hiring of our new Police Chief, Patrick Huskey, who articulated the need for additional protective equipment for the Department, the Council authorized a

transfer from their contingency funds in the amount of \$300,000. This supplemental budget fully executes this transfer, increasing the Police Department budget by that same amount.

BUDGET IMPACT:

None. Both of these adjustments noted above were anticipated in the preparation of the budget for Biennium 2025-27. As such, there is no financial impact for the upcoming biennium.

RECOMMENDATION:

Staff recommends adopting Resolution 2025-23 to remain compliant with Oregon Budget Law and appropriately reflect the budget for the 2023-25 biennium.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2025-23."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2025-23



RESOLUTION NO. 2025-23

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE CITY OF SANDY FOR BIENNIUM 2023-2025

WHEREAS, the City of Sandy has adopted a biennial budget for the period July 1, 2023 to June 30, 2025. Local Budget Law (ORS Chapter 294) allows for changes to the adopted budget via supplemental budget in certain cases; and

WHEREAS, ORS 294-473 allows the governing body to adopt a supplemental budget at a regularly scheduled Council meeting if the changes are less than 10% of the current adopted fund total; and

WHEREAS, an interfund transfer in the amount of \$100,000 is needed from Non-Departmental to Legal to cover higher than expected legal expenses throughout the biennium; and

WHEREAS, an interfund transfer was previously authorized (but not fully executed) from the City Council Contingency to the Police Department on the amount of \$300,000 to cover the costs associated with the hiring of one additional sworn officer and additional equipment for the entire police force.

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

Section 1: The following departments of the General Fund are amended as follows:

Fund / Department	Adopted	Revised	Change
General Fund			
Legal	262,000	362,000	100,000
Police	8,472,908	8,772,908	300,000

This resolution is adopted by the City Council of the City of Sandy this 16th day of June, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder



STAFF REPORT

Item # 7.

Meeting Type: City Council Meeting
Meeting Date: June 16, 2025
From: Tyler Wallace, Finance Director
Subject: PUBLIC HEARING: Updating the Master Fee Schedule Updates
Resolution 2025-21

DECISION TO BE MADE:

Decide whether to adopt Resolution 2025-21, updating the City of Sandy's Master Fee Schedule.

APPLICABLE COUNCIL GOAL:

- **1.4:** Evaluate the Public Safety Fee
- **3.1:** Ensure the resiliency and sustainability of the [SandyNet] utility
- **5.1:** Invest in our park system for current and future residents of Sandy and continue expansion of recreational opportunities for the community.
- **7.16:** Continue to maintain and improve [stormwater] assets

BACKGROUND / CONTEXT:

The City Council imposes municipal fees and charges through a Master Fee Schedule, Adopted by resolution. Resolution 2025-21 proposes a number of revised fees and charges.

Planning and Building Fees

- This Resolution proposes inflationary increases to most Planning and Building fees and charges.
- This proposed rate increase is necessary to recover city costs and are built into the City budget for 2025-2027.

Public Works Fees

- This Resolution includes proposed inflationary increases to the majority of Publics Works fees and charges. This category of fees does not include Utility rates.
- The meter install fee for ¾" - 1" meters, item 6. A. k., will increase from \$475.00 to \$750.00. This new fee valuation represents the cost of actual meter installation.

Stormwater Charges

- This Resolution proposes a \$1 increase in monthly Stormwater charges.
- The Current Stormwater Rate is \$10 per month per ERU. The revised rate proposed in this Resolution is \$11 per month per ERU.
- This proposed rate increase is necessary to recover the cost of providing the service and balance the Stormwater budget for 2025-2027.

SandyNet Charges

- This resolution includes proposed rate increases to various SandyNet charges.
- This proposed rate increase is necessary to recover the cost of providing services and balance the SandyNet budget for 2025-2027.
- This proposed increase is a step towards being able to implement the SandyNet Master Plan, which indicated rate increases were needed for future asset replacement and the construction of a facility of SandyNet administrative offices.

Public Safety Fee

- This Resolution proposes an increase in the Public Safety Fee.
- The Public Safety Fee is established in Chapter 3.34 of the Sandy Municipal Code. This fee was established to generate revenue for the purpose of funding two Police officers.
- Due to rising costs, it is necessary to increase the fee to maintain the funding level required to continue funding for the two Police officer positions.
- There has been ongoing conversation about whether the Public Safety Fee should include the cost of fully outfitting the two added officers with a vehicle, uniforms, and equipment. To generate the additional revenue needed, it would require an additional \$.65 added to both the residential fee and business fee. That increase is not included in this resolution.
- The current public safety fee is \$4.50 for households and \$10.50 for businesses, the proposed new fee is \$5.50 for households and \$12.50 for businesses.
- The current fee generates about \$570,000 per biennium. The proposed fee increase will generate an estimated \$690,000.

Alarm Permit Fee

- This Resolution proposes increases for the Alarm Permit Fee. Alarm permits for residences and business in the City of Sandy were instituted in 2013.
- The Alarm Permit Fee has not been increased since program inception. The current permit fee is \$20 for a residence and \$50 for a business.
- Sandy's Alarm Permit fees are relatively low compared to other local cities.
- The new proposed fee amounts are \$34 for residences and \$75 for businesses.

Parks and Recreation Fees

- This Resolution proposes fee increases for various Parks and Recreation fees.
- These proposed rate increases are inflationary adjustments and necessary to recover the cost of providing programs and services and balance the 2025-2027 budget.
- A new Special Events fee schedule has been added under 16D. This allows the City to rent larger areas of parks and facilities for special events.

KEY CONSIDERATIONS / ANALYSIS:

The fee increases proposed are necessary to recover the costs of providing programs and services. The additional revenue generated from these fee increases was built into the City Budget for 2025-2027. Without these proposed increases, negative outcomes would likely include program and service reductions, reallocation of City Council Contingency, and possible staff layoffs.

BUDGET IMPACT:

The proposed rate changes in Resolution 2025-21 were built in and reflected in the adopted 2025-2027 City Budget. No budget amendments are necessary.

RECOMMENDATION:

Staff recommends that City Council vote to adopt Resolution No. 2025-21 updating the City of Sandy's Master Fee Schedule

SUGGESTED MOTION LANGUAGE:

"I move to adopt Resolution No. 2025-21."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2025-21
 - Exhibit A: Revised Master Fee Schedule



RESOLUTION NO. 2025-21

A RESOLUTION AMENDING THE CITY OF SANDY'S MASTER FEE SCHEDULE

WHEREAS, the City Council imposes municipal fees and charges through a Master Fee Schedule adopted by Council Resolution; and

WHEREAS, the City Council adopted the Biannual Budget for 2025-2027 on June 2, 2025. Increases to certain fees were necessary to recover the cost of providing services and were included in the adopted budget; and

WHEREAS, this resolution proposes increases for various Planning and Building fees, these increases are necessary to recover the cost of providing services; and

WHEREAS, this resolution proposes increases to various Public Works fees. These increases are necessary to recover the cost of providing services and balance the budget; and

WHEREAS, this resolution proposes increases for Stormwater charges, this increase is necessary to recover the cost of providing service and balance the budget; and

WHEREAS, this resolution proposes increases for certain SandyNet services. This increase is necessary to recover the cost of providing service and balance the budget; and

WHEREAS, this resolution proposes increases for the Public Safety Fee. This increase is necessary to continue to meet the goal of having the fee fund the cost of two officers; and

WHEREAS, this resolution proposes increases for the Alarm Permit Fee. These increases are necessary to recover the cost of providing services and balance the budget; and

WHEREAS, this resolution proposes increases for various Parks and Recreation Fees. These increases are necessary to recover the cost of providing services and balance the budget; and

WHEREAS, the City Council has reviewed the proposed changes.

NOW, THEREFORE, THE CITY OF SANDY RESOLVES AS FOLLOWS:

Section 1. The Sandy Master Fee Schedule is hereby amended as shown in Exhibit A.

Section 2. The changes to Building Division Charges, Section 3 of the Master Fee Schedule, shall become effective September 1, 2025. The changes to Stormwater Charges (Section 9 of the Master fee Schedule) and the changes to the Public Safety Fee (Section 13E of the Master Fee Schedule) shall be effective with the July 2025 billing. The changes to

SandyNet Charges (Section 10 of the Master Fee Schedule) shall be effective with the August 2025 billing. All other changes shall become effective July 1, 2025.

This resolution is adopted by the City Council of the City of Sandy this 16th day of June, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

Fee Name	Current	Revised	Description
1. MISCELLANEOUS CHARGES			
2. PLANNING DIVISION CHARGES			
A. Addressing			
a. Addressing	\$50.00	\$51.00	plus \$7 per lot
b. Readdressing - Residential	\$240.00	\$245.00	per lot (not exceeding two units)
c. Readdressing - Multi-family, commercial/industrial	\$240.00	\$245.00	plus \$7 per lot or unit
B. Administrative			
b. Land Use Compatibility Statement	\$136.00	\$139.00	
c. Review of Non-Conforming Use	\$876.00	\$894.00	
d. Public Hearing - Type III	\$1,640.00	\$1,673.00	review not specifically listed elsewhere
e. Public Hearing - Type IV	\$2,186.00	\$2,230.00	review not specifically listed elsewhere
f. Public Hearing - Reschedule (applicant's request)	\$546.00	\$557.00	
g. Third-Party Review	\$2,186.00	\$2,230.00	Deposit for each anticipated third-party review shall be collected in conjunction with the initial application fee. Additional charges, if any, shall be assessed and shall be a lien against the property until paid in full.
h. Third Party Review Scope Consultation	\$546.00	\$557.00	
i. Zoning Verification Letter	\$120.00	\$123.00	Bank/Loan Letter
j. Deed research to determine the legality of a lot of record	\$120.00	\$123.00	per hour, two hour minimum
C. Accessory Dwelling Unit			
a. Accessory Dwelling Units	\$546.00	\$557.00	
D. Adjustments and Variances			
a. Type II Adjustment	\$546.00	\$557.00	20% or less a quantifiable provision
b. Type II Variance	\$1,200.00	\$1,224.00	per variance
c. Type III Special Variance	\$2,000.00	\$2,040.00	per variance
d. Type III Variance - Land Division	\$2,000.00	\$2,040.00	per variance
e. Type III Design Deviation	\$546.00	\$557.00	per design deviation
f. Sign Variance	\$546.00	\$557.00	per variance
E. Amendments			
a. Comprehensive Plan Map Amendment	\$5,525.00	\$5,635.00	
b. Comprehensive Plan Text Amendment	\$5,525.00	\$5,635.00	
c. Zoning Map Amendment	\$5,525.00	\$5,635.00	
F. Annexation Type IV			
a. Type A	\$3,280.00	\$3,345.00	assign conceptual zoning
b. Type B	\$5,465.00	\$5,575.00	Type A, plus Zoning Map Change
c. Type C	\$7,620.00	\$7,775.00	Type A and B, plus Plan Map
d. De-Annexation	\$3,280.00	\$3,345.00	
G. Appeal			
a. Type I to Type II	\$275.00	\$280.00	Notice
b. Type II to Type III	\$600.00	\$610.00	Planning Commission appeal
c. Type III to Type IV	\$1,200.00	\$1,220.00	City Council appeal
H. Conditional Uses			
a. Modification, Major	\$1,093.00	\$1,115.00	
b. Modification, Minor	\$546.00	\$557.00	
c. Outdoor Display & Storage	\$546.00	\$557.00	
d. Type II	\$1,312.00	\$1,338.00	design review fees are separate
e. Type III	\$5,000.00	\$5,100.00	design review fees are separate
I. Design Review (based on overall project valuation)			
a. Type I: up to \$10,000.00	\$275.00	\$280.00	staff review only; no notice
b. Type I: \$10,000.01 - \$25,000.00	\$492.00	\$502.00	staff review only; no notice
c. Type I: \$25,000.01 - \$100,000.00	\$825.00	\$842.00	staff review only; no notice
d. Type I: \$100,000.01 - \$250,000.00	\$985.00	\$1,005.00	staff review only; no notice
e. Type I: \$250,000.01 and above	\$1,500.00	\$1,530.00	staff review only; no notice
f. Type II: up to \$25,000.00	\$656.00	\$670.00	
g. Type II: \$25,000.01 - \$100,000.00	\$2,190.00	\$2,234.00	
h. Type II: \$100,000.01 - \$1,000,000.00	\$5,465.00	\$5,575.00	
i. Type II: \$1,000,000.01 - \$3,000,000.00	\$9,840.00	\$10,035.00	
j. Type II: \$3,000,000.01 and above	\$14,000.00	\$14,280.00	
k. Type III: up to \$25,000.00	\$1,093.00	\$1,115.00	variance fees are separate
l. Type III: \$25,000.01 - \$100,000.00	\$2,732.00	\$2,787.00	variance fees are separate
m. Type III: \$100,000.01 - \$1,000,000.00	\$6,558.00	\$6,690.00	variance fees are separate
n. Type III: \$1,000,000.01 - \$3,000,000.00	\$10,900.00	\$11,120.00	variance fees are separate
o. Type III: \$3,000,000.01 and above	\$16,000.00	\$16,320.00	variance fees are separate
p. Design Review Minor Modification	\$546.00	\$557.00	
q. Design Review Major Modification: up to \$25,000.00	\$656.00	\$670.00	
r. Design Review Major Modification: \$25,000.01 - \$100,000.00	\$1,093.00	\$1,116.00	
s. Design Review Major Modification: \$100,000.01 and above	\$2,190.00	\$2,233.00	
J. Erosion Control Permit and Plan Review Fees			
a. Single Family/Duplex Addition - Permit Fee	\$143.00	\$146.00	
b. Single Family Dwelling/Duplex - Permit Fee	\$165.00	\$168.00	

c. Multi-Family - Permit Fee	\$220.00	\$225.00	per structure
d. Commercial/Industrial, Subdivisions - Permit Fee	\$328.00	\$335.00	per acre
e. Single Family/Duplex Addition - Plan Review	\$55.00	\$56.00	
f. Single Family Dwelling/Duplex - Plan Review	\$93.00	\$95.00	
g. Multi-Family - Plan Review	\$143.00	\$146.00	per structure
h. Commercial/Industrial, Subdivisions - Plan Review	\$143.00	\$146.00	per acre
K Final Plat Review			
a. Property Line Adjustment Final Review	\$500.00	\$510.00	
b. Middle Housing Land Division Plat Review	\$656.00	\$670.00	
c. Partition or Replat Final Plat Review	\$656.00	\$670.00	
d. Subdivision Final Plat Review	\$1,093.00	\$1,115.00	
L Grading Permit			
a. 50 cubic yards or less	\$50.00	\$51.00	
b. 51 - 100 cubic yards	\$75.00	\$77.00	
c. 101 - 1,000 cubic yards	\$90.00	\$92.00	First 100 cubic yards, plus \$26 each additional 100 cubic yards up to 1,000
d. 1,001 - 10,000 cubic yards	\$315.00	\$326.00	First 1,000 cubic yards, plus \$26 each additional 1,000 cubic yards up to 10,000
e. 10,001 - 100,000 cubic yards	\$549.00	\$560.00	First 10,000 cubic yards, plus \$99 each additional 10,000 cubic yards up to 100,000
f. 100,001 cubic yards and above	\$1,440.00	\$1,451.00	First 100,000 cubic yards, plus \$50 each additional 10,000 cubic yards
M Grading Plan Review			
a. 50 cubic yards or less	\$50.00	\$51.00	
b. 51 - 100 cubic yards	\$75.00	\$77.00	
c. 101 - 1,000 cubic yards	\$90.00	\$92.00	
d. 1,001 - 10,000 cubic yards	\$110.00	\$112.00	
e. 10,001 - 100,000 cubic yards	\$120.00	\$122.00	First 10,000 cubic yards, plus \$30 each additional 10,000 cubic yards up to 100,000
f. 100,001 - 200,000 cubic yards	\$390.00	\$392.00	First 100,000 cubic yards, plus \$16 each additional 10,000 cubic yards up to 200,000
g. 200,001 cubic yards and above	\$550.00	\$552.00	First 200,000 cubic yards, plus \$8.50 each additional 10,000 cubic yards
N Food Pod / Cart Permit			
a. New Food Cart Pod	\$1,640.00	\$1,673.00	per new pod lot; design review fees separate
b. New Cart in Existing Pod	\$220.00	\$225.00	single cart in existing pod
O FSH Overlay			
a. Type I FSH Review	\$275.00	\$280.00	in addition to fees listed, required deposit toward cost of any third-party reviews
b. Type II FSH Review	\$546.00	\$557.00	in addition to fees listed, required deposit toward cost of any third-party reviews
c. Type III or Type IV FSH Review	\$1,093.00	\$1,115.00	in addition to fees listed, required deposit toward cost of any third-party reviews
P. Medical Hardship Trailer			
a. Type III Initial Review	\$500.00	\$510.00	
b. Type II Renewal	\$220.00	\$225.00	
Q. Historic or Cultural Resource			
a. Type IV Designation of Resource	\$1,093.00	\$1,115.00	
b. Type I Minor Alteration	\$143.00	\$147.00	
c. Type II Major Alteration	\$546.00	\$557.00	
R. Interpretation of Code			
a. Type II, Director	\$546.00	\$557.00	
b. Type III, Quasi-Judicial	\$1,093.00	\$1,115.00	
c. Type IV, Legislative	\$1,640.00	\$1,673.00	
S. Land Division			
a. Type I Property Line Adjustment	\$900.00	\$918.00	
b. Type I Land Division (Minor Partition)	\$1,312.00	\$1,338.00	
c. Middle Housing Land Division	\$2,732.00	\$2,787.00	per division even when a batch plat is processed
d. Type II Land Division (Major Partition)	\$1,640.00	\$1,673.00	plus \$55 per lot
e. Type II Land Division (Minor Revised Plat)	\$1,640.00	\$1,673.00	plus \$55 per lot
f. Type III Land Division (Major Partition)	\$3,280.00	\$3,345.00	plus \$55 per lot
g. Type III Major Replat (revised plat)	\$3,280.00	\$3,345.00	plus \$55 per lot
h. Type II Subdivision 4 to 20 lots	\$6,000.00	\$6,120.00	plus \$110 per lot
i. Type II Subdivision 21 to 50 lots	\$8,000.00	\$8,160.00	plus \$110 per lot
j. Type II Subdivision with 51 or more lots	\$10,000.00	\$10,200.00	plus \$120 per lot
k. Type III Subdivision 4 to 20 lots	\$8,000.00	\$8,160.00	plus \$135 per lot
l. Type III Subdivision 21 to 50 lots	\$10,000.00	\$10,200.00	plus \$135 per lot
m. Type III Subdivision with 51 or more lots	\$15,000.00	\$15,300.00	plus \$140 per lot
n. Re-naming of Tentative Subdivision	\$382.00	\$390.00	
o. Model Home Agreement	\$546.00	\$557.00	
p. Phasing Plan Review	\$1,640.00	\$1,673.00	in addition to subdivision fees

T. Pre-Application Conference			
a. Type I	\$165.00	\$168.00	
b. Type II	\$438.00	\$447.00	plus \$100 Public Works fee (when necessary)
c. Type III/IV	\$876.00	\$894.00	plus \$150 Public Works fee (when necessary)
d. Subdivision	\$1,312.00	\$1,338.00	plus \$250 Public Works fee
e. Middle Housing Land Division	\$438.00	\$447.00	plus \$100 Public Works fee (when necessary)
U. Request for Time Extension			
a. Type I	\$136.00	\$139.00	
b. Type II	\$275.00	\$280.00	
c. Type III/IV	\$546.00	\$557.00	
d. Middle Housing Land Division	\$275.00	\$280.00	
V. Specific Area Plan			
a. Development Process: Type IV	\$5,465.00	\$5,575.00	plus \$66 per acre, plus subdivision fees
b. Administrative Amendment: Type I	\$438.00	\$447.00	
c. Minor Amendment: Type II	\$546.00	\$574.00	
d. Major Amendment: Type III	\$1,312.00	\$1,338.00	
X. Temporary Permits			
a. Temporary Structure Permit: Type I - Initial	\$143.00	\$146.00	
b. Temporary Structure Permit: Type II - Renewal	\$275.00	\$280.00	
c. Temporary Use Permit	\$143.00	\$146.00	
Y. Tree Removal			
a. Type I	\$120.00	\$122.00	
b. Type II	\$240.00	\$245.00	
c. Type III	\$656.00	\$670.00	
d. In-lieu payment of mitigation tree	\$500.00	\$510.00	per tree
Z. Zoning Administration Fee			
a. Single Family Dwelling Addition or ADU	\$120.00	\$122.00	
b. Single Family Dwelling	\$200.00	\$204.00	
c. Duplex	\$350.00	\$357.00	
d. Multi-Family	\$350.00	\$357.00	plus \$50 per unit
e. Commercial/Industrial	\$120.00	\$122.00	minimum; up to 25% of design review fee
3. BUILDING DIVISION CHARGES			
A. Building Permit (valuation)			
a. \$0.01 - \$500.00	\$93.00	\$95.00	
b. \$500.01 - \$2,000.00	\$93.00	\$95.00	First \$500.00, plus \$4.00 for each additional \$100 or fraction thereof to and including \$2,000
c. \$2,000.01 - \$25,000.00	\$153.00	\$155.00	First \$2,000.00, plus \$12.00 for each additional \$1,000 or fraction thereof to and including \$25,000
d. \$25,000.01 - \$50,000.00	\$406.00	\$431.00	First \$25,000.00, plus \$9.00 for each additional \$1,000 or fraction thereof to and including \$50,000
e. \$50,000.01 - \$100,000.00	\$631.00	\$656.00	First \$50,000.00, plus \$6.00 for each additional \$1,000 or fraction thereof to and including \$100,000
f. \$100,000.01 and above	\$931.00	\$956.00	First \$100,000.00, plus \$5.00 for each additional \$1,000 or fraction thereof
B. Demolition Permits			
a. Commercial: Building	\$120.00	\$122.00	Minimum. Commercial demolition fees are calculated on the total value of the demolition and are assessed using the valuation in the Structural Permit fee table.
b. Residential: Building	\$120.00	\$122.00	Residential demolition fees are based on a flat charge to include building and mechanical elements.
C. Derelict Buildings and Structures			
a. Appeal Fee	\$328.00	\$335.00	
b. Application Fee for Rehabilitation Plan	\$165.00	\$168.00	per application
D. Residential Fire System Plan Review and Inspection Fee (includes plan review) - applies to structural standalone and plumbing multipurpose/ continuous loop systems			
a. Home Size: 0 - 2,000 square feet	\$200.00	\$204.00	
b. Home Size: 2,001 - 3,600 square feet	\$300.00	\$306.00	
c. Home Size: 3,601 - 7,200 square feet	\$400.00	\$408.00	
d. Home Size: 7,201 square feet and greater	\$500.00	\$510.00	
e. Commercial Fire Sprinklers and Alarms			by valuation - see Structural Permit fee table
E. Foundation Permit			
a. Single Family Dwelling or Addition	\$55.00	\$56.00	
b. Duplex/Multi-Family	\$55.00	\$56.00	per dwelling unit
c. Commercial/Industrial	\$110.00	\$112.00	Minimum. Fees will be calculated by the Building Official based on the size and scope of the project and overall project value.
F. Manufactured Dwellings			
a. Manufactured Dwelling Installation Fee	\$438.00	\$447.00	

c. Manufactured Dwelling State Fees	\$30.00	\$30.00	
H Mechanical Permit - Commercial (value)			
a. \$1 - \$1,000	\$93.00	\$95.00	
b. \$1,000.1 - \$10,000.00	\$93.00	\$95.00	First \$1,000 plus \$1.50 for each additional \$100 or fraction thereof to and including \$10,000
c. 10,000.01 - \$25,000.00	\$228.00	\$230.00	First \$10,000 plus \$17.00 for each additional \$1,000 or fraction thereof and including \$25,000
d. \$25,000.01 - \$50,000.00	\$468.00	\$485.00	First \$25,000.00, plus \$14.00 for each additional \$1,000 or fraction thereof to and including \$50,000
e. \$50,000.01 - \$100,000.00	\$818.00	\$835.00	First \$50,000.00, plus \$14.00 for each additional \$1,000
f. \$100,000.01 and above	\$1,518.00	\$1,535.00	First \$100,000.00, plus \$8.00 for each additional \$1,000 or fraction thereof
I. Mechanical Permit - Residential			
a. Minimum Permit Fee	\$93.00	\$95.00	
b. HVAC	\$24.00	\$25.00	
c. Air conditioning	\$24.00	\$25.00	
d. Alteration of existing HVAC	\$24.00	\$25.00	
e. Fire/smoke damper/duct smoke detectors	\$17.00	\$18.00	
f. Heat pump	\$24.00	\$25.00	
g. Install/replace furnace burner	\$24.00	\$25.00	
h. Install/replace/relocate heater/suspend wall/floor	\$24.00	\$25.00	
i. Vent for appliance other than furnace	\$17.00	\$18.00	
j. Environmental exhaust and ventilation (appliance vent)	\$17.00	\$18.00	
k. Dryer exhaust	\$17.00	\$18.00	
l. Hoods Type I/II residential kitchen/hazmat hood fire suppression	\$17.00	\$18.00	
m. Exhaust fan with single duct (bath fan)	\$17.00	\$18.00	
n. Exhaust system apart from heating/AC	\$17.00	\$18.00	
o. Gas fuel piping and distribution (up to four outlets)	\$17.00	\$18.00	
p. Gas fuel piping each additional outlet over four	\$2.50	\$3.00	
q. Decorative fireplace	\$31.00	\$32.00	
r. Fireplace insert	\$31.00	\$32.00	
s. Wood/pellet stove	\$31.00	\$32.00	
J. Movement of Buildings			
a. Movement of Buildings Fee	\$90.00	\$92.00	
K Other Inspections and Fees			
a. Inspections outside of normal business hours	\$131.00	\$133.00	per hour, two hour minimum
b. Reinspection fees	\$93.00	\$95.00	
c. Inspection for which no fee is specifically indicated	\$93.00	\$95.00	per hour
d. Additional plan review required by changes/additions	\$110.00	\$112.00	per hour
e. Permit reinstatement fee	\$150.00	\$153.00	For renewal of a permit that has been expired for six months or less provided no changes have been made in the original plans and specifications for such work (plus state surcharge).
f. Temporary certificate of occupancy	\$275.00	\$280.00	per month
g. Penalty for work commencing before permit issuance	\$120.00	\$122.00	
h. Technology fee			3% of the total Building Division fees
i. Solar Photovoltaic Installation Prescriptive Path Fee	\$175.00	\$178.00	
j. Solar Photovoltaic Installation Non-Prescriptive Path Fee			by valuation - see Structural Permit fee table
L Plan Review			
f. Phased permit plan review fee	\$275.00	\$280.00	plus 10% of the total project permit fee with a \$1,500.00 maximum per phase
g. Deferred submittals	\$250.00	\$250.00	10% of the permit fee calculated using the value of the deferred portion with a \$250 minimum
h. Simple one and two family dwelling plans	\$143.00	\$146.00	
M Plumbing Permit			
a. Minimum Permit Fee	\$93.00	\$95.00	
b. Each fixture	\$28.00	\$29.00	
c. Catch basin	\$38.00	\$39.00	each
d. Manhole/OWS	\$38.00	\$39.00	each
e. Manufactured home set-up plumbing fee	\$88.00	\$90.00	
f. Sanitary sewer	\$93.00	\$95.00	per 100 linear feet
g. Single family one bath	\$492.00	\$502.00	Includes one kitchen, first 100 feet of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.
h. Single family two bath	\$600.00	\$612.00	Includes one kitchen, first 100 feet of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.

i. Single family three bath	\$712.00	\$726.00	Includes one kitchen, first 100 feet of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.
j. Single family additional bath or kitchen	\$120.00	\$122.00	
k. Storm sewer	\$93.00	\$95.00	per 100 linear feet
l. Water service	\$93.00	\$95.00	per 100 linear feet
m. Commercial Plumbing - Medical Gas			by valuation - see Structural Permit fee table
4. SIGN CHARGES			
B. Permanent Sign			
a. Sign Permits - Permanent	\$83.00	\$85.00	Plus, fees based on the valuation of the sign, using the building permit fee schedule.
C. Temporary Signs			
a. Temporary sign penalty	\$55.00	\$56.00	Fee is waived if the permit is obtained before the sign is installed.
b. Copy change or change in panel	\$26.00	\$27.00	
c. A-Frame Signs	\$26.00	\$27.00	
D. Zoning Review Fee			
a. Zoning Review Fee - Permanent Sign	\$26.00	\$27.00	Does not include banners, A-Frames, or change in panel
5. PUBLIC WORKS CHARGES			
f. Utilities that do not provide retail service within City	\$2.00	\$2.04	per lineal foot of facility
g. Small Wireless Facilities			
i. Sites	\$515.00	\$525.00	for up to five sites, \$100 for each additional site
ii. Application Fee	\$1,030.00	\$1,050.00	per site (new, replacement, or modification) or actual cost, whichever is higher
iii. Annual Usage Fee	\$280.00	\$285.00	per facility
B. Plan Review without inspection			
a. Plan Check Fee	\$93.00	\$95.00	per hour
C. Street Approach/ Sidewalks Inspection Fee			
a. Single Family or ADU or Duplex with one driveway	\$100.00	\$102.00	
b. Single Family or Duplex with two driveways	\$200.00	\$204.00	
c. Multi-Family/Commercial/Industrial	\$300.00	\$306.00	
6. SYSTEM DEVELOPMENT CHARGES			
A. Water			
k. Meter Cost: 3/4 inch or 1 inch meter and meter box	\$475.00	\$775.00	Larger meters are paid for by the contractor.
9. STORMWATER RATES			
A. Utility Fee			
a. Equivalent Residential Unit (ERU)	\$10.00	\$11.00	per month, per ERU (ERU = 2,750 sq. ft. of impervious surface)
10. SANDYNET CHARGES			
C. Fiber			
a. Residential - 500 mbps	\$44.95	\$52.00	per month
b. Residential - 1 gbps	\$59.95	\$67.00	per month
f. Business - 500 mbps	\$44.95	\$52.00	per month
g. Business - 1 gbps	\$59.95	\$67.00	per month
13. POLICE			
C. Alarm Registration			
a. Residential	\$20.00	\$34.00	no charge for 65 or older with primary resident
b. Business	\$50.00	\$75.00	
E. Public Safety Fee			
a. Households	\$4.50	\$5.50	per month, assessed on utility bill
b. Businesses	\$10.50	\$12.50	
16. PARKS & RECREATION			
A. Community/Senior Center			
a. Auditorium			
i. Resident	\$40.00	\$45.00	per hour
ii. Non-Resident	\$60.00	\$65.00	per hour
b. Dining Room			
i. Resident	\$40.00	\$45.00	per hour
ii. Non-Resident	\$60.00	\$65.00	per hour
c. Art Room			
i. Resident	\$15.00	\$25.00	per hour
ii. Non-Resident	\$30.00	\$35.00	per hour
d. Lounge			
i. Resident	\$15.00	\$25.00	per hour
ii. Non-Resident	\$30.00	\$35.00	per hour
e. Kitchen			
i. Resident	\$15.00	Removed	per hour

ii. Non-Resident	\$30.00	Removed	per hour
f. Building			
i. Resident	\$125.00	\$138.00	per hour
ii. Non-Resident	\$145.00	\$160.00	per hour
g. Custodial Fee	\$20.00	\$25.00	
B. Parks			
a. Meinig Park - Gazebo/Ampetheater			
i. Resident	\$200.00	\$220.00	
ii. Non-Resident	\$300.00	\$330.00	
b. Meinig Park - Small Shelters			
i. Resident	\$10.00	\$15.00	per hour
ii. Non-Resident	\$15.00	\$20.00	per hour
c. Centennial Plaza			
i. Resident	\$200.00	\$220.00	
ii. Non-Resident	\$300.00	\$330.00	
d. Cedar Park Shelter			
i. Resident		\$150.00	
ii. Non-Resident		\$170.00	
e. Bornstedt Park - Large Shelter			
i. Resident	\$100.00	\$110.00	11:00 am - 2:00 pm
ii. Non-Resident	\$130.00	\$143.00	11:00 am - 2:00 pm
f. Cascadia Park and Bluff Park - Shelters			
i. Resident	\$50.00	\$55.00	11:00 am - 2:00 pm
ii. Non-Resident	\$70.00	\$75.00	11:00 am - 2:00 pm
g. Community Garden			
i. Resident	\$20.00	\$30.00	first bed, each additional bed \$25
ii. Non-Resident	\$25.00	\$35.00	first bed, each additional bed \$25
h. Admin Fee		\$25.00	
C. Fields/Green Spaces			
a. Community Campus - Upper Field			
i. Resident	\$20.00	Replaced	per hour
ii. Non-Resident	\$30.00	Replaced	per hour
b. Community Campus - Lower Field			
i. Resident	\$20.00	Replaced	per hour
ii. Non-Resident	\$30.00	Replaced	per hour
c. Field/Green Space			
i. Resident	\$20.00	\$20.00	per hour
ii. Non-Resident	\$30.00	\$30.00	per hour
D. Special Event(s)			
a. Meinig Park			
i. Resident		\$500.00	per day
ii. Non-Resident		\$600.00	per day
b. Centennial Plaza			
i. Resident		\$500.00	per day
ii. Non-Resident		\$600.00	per day
c. Cedar Park			
i. Resident		\$500.00	per day
ii. Non-Resident		\$600.00	per day
d. Community/Senior Center			
i. Resident		\$138.00	per hour
ii. Non-Resident		\$160.00	per hour
e. Application Fee		\$100.00	



STAFF REPORT

Item # 8.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Patrick Depa, Senior Planner
Subject: Re-Zoning Extension Request: Michael Maiden

DECISION TO BE MADE

Michael Maiden submitted a letter (Exhibit A) to the Development Services Department requesting the City Council consider granting an extension to their conditional re-zoning approval and design modification timeframe established in the development agreement between the City and Michael Maiden LLC regarding the property at 16600 362nd Drive (SE corner of Hwy 26 and 362nd Drive).

The requested extension (File No. 25-020 EXT) would allow Michael Maiden LLC to continue the building modifications they have proposed, while continuing to operate leased units as if their property already had a Light Industrial (I-1) zoning designation.

APPLICABLE COUNCIL GOAL

No goals are applicable

BACKGROUND / CONTEXT

Mr. Michael Maiden applied to change the zoning designation for the subject property from Light Industrial (I-2) to Industrial Park (I-1) in 2014 under File No. 14-028 ZC. Mr. Maiden and the City agreed that the zone change be conditioned on completing modifications to the existing buildings in compliance with the Sandy Style Design Standards. The approved building modifications would incorporate "Sandy Style" design elements into the facades of these highly visible buildings (visible on Highway 26, 362nd Drive, and Industrial Way). In addition, the building modifications would allow for higher and more diverse uses with the eventual zone amendment to Industrial Park (I-1).

The zone change request was adopted on June 15, 2015, under Ordinance No. 2015-03 (Exhibit B), with a condition that the applicant complete all building upgrades within three (3) years from the date of design review approval. In Ordinance No. 2015-03 the City Council conditioned the applicant to sign a contract specifying the terms and timelines associated with the zone change. A Non-Statutory Development Agreement (Exhibit C) was recorded between the City of Sandy and Michael Maiden on August 5, 2015, that included the three (3) year timeline for the remaining steps, including all design

review proposed improvements. File No. 16-007 DR - Eagle Park Façade Improvements, was approved on July 29, 2016. The conditional rezoning (File No. 14-028 ZC) and the Development Agreement both set the clock ticking from the date the Design Review was approved (July 29, 2016). This extension does not apply to the Design Review because the applicant received their building permits in 2020 and have continued to meet all 180-day progress inspections.

On May 25, 2018, with only some of the modifications complete, the Development Services Director granted the applicant an extension to July 29, 2019. On March 20, 2019, the applicant applied for a design review modification, which was approved on June 19, 2019. On July 9, 2019, the Director granted the applicant their second and last administrative extension to July 29, 2020. In early 2020, the applicant requested an additional extension. The applicant was advised by the Director to ask the City Council to grant an extension for one additional year or to another date as approved by the City Council. After consideration, the Council approved an extension for an additional five years, through July 29, 2025.

KEY CONSIDERATIONS / ANALYSIS

The subject site, known as the Eagle Park Façade Improvements, are directly linked to Michael and Vicky Maiden's zone change request in 2014 (Exhibit D). The Maiden's request to change the zoning designation from Light Industrial (I-2) to Industrial Park (I-1) came shortly after the City started allowing a greater array of permitted uses normally only allowed in commercial districts. At that time, the City recently completed an analysis to determine if sufficient commercial and industrial lands existed in the current urban growth boundary to accommodate projected growth for the next 20 years. The study concluded that there was currently a surplus of industrial lands and a deficient of commercial lands. Changing the zoning from I-2 to I-1 would increase the opportunity for commercial uses on this property.

Part of the logic in allowing more commercial type uses into the I-1 zoning district was that properties would now be subject to the "Design Standards" commonly associated with Sandy's commercial districts which is known as "Sandy Style". As a result, converting the subject properties from I-2 to I-1 would not adversely affect any land use policy.

The only building that has been completely finished is the Maiden Foundry Building (Exhibit D). Other buildings, such as the Wippersnappers Building and Stevenson Building, only have their west facing façade finished. The west facing facades are the ones facing the 362nd Drive public right-of-way. Of the remaining buildings to be modified, four of the remaining facades on the Platt and Paleo Buildings have the highest visibility to Hwy 26 and 362nd Drive. Mr. Maiden says he is committed to having these four facades visible from Hwy 26 and 362nd Drive on the Platt and Paleo Buildings take priority.

The Maidens are aware that this intersection is where a lot of recent investment and economic growth is taking place including the improvements to the intersection, extension of 362nd Drive on the north side of Hwy 26, and the connection to Bell Street. The Maidens have recently invested in repairing, sealing, and striping their parking lots. Many of the trees adjacent to their site along Hwy 26 were planted in 2014 as a requirement of land use approval that have matured and created an attractive screening of their site.

If the City Council decides to grant an extension of the conditional re-zoning approval, an addendum to amend the original development agreement will have to be completed and signed by both parties.

BUDGET IMPACT

Minimal expenses related to legal review.

RECOMMENDATION

Staff supports granting an extension to the applicant. The City Council may decide whether to grant an extension and if so, set a specific date. If the extension is approved, staff suggests that the City Council authorizes the City Manager to enter into a revised development agreement with Michael Maiden.

SUGGESTED MOTION LANGUAGE

Options:

I move to:

- (1) grant the requested extension of '5' years to a date of 'July 29, 2030; OR
- (2) grant a shorter extension (two years?) with the option for the Council to extend to the full five years if the Council is satisfied with the progress so far after two years; OR
- (3) deny the extension;

for the Eagle Park Façade Improvements and the modification of the underlying zoning designation to Industrial Park (I-1), and to authorize the City Manager to execute a revised development agreement with the concurrence of the City Attorney (if necessary).

LIST OF ATTACHMENTS / EXHIBITS

- Exhibit A – Michael Maiden's Letter
- Exhibit B – Ordinance No. 2015-03
- Exhibit C – Development Agreement
- Exhibit D – Eagle Park (Site Plan/Building Names)
- Presentation Slides

April 15, 2025

Mayor Kathleen Walker
Members, Sandy City Council
39250 Pioneer Boulevard
Sandy, OR 97055

RE: Michael Maiden Property

Dear Mayor Walker and City Council Members,

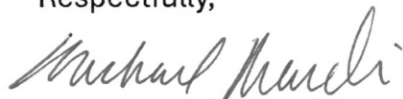
Thank you so much, Mayor Walker, for dropping by my studio to visit with me last week. As you are aware, we have an agreement with the City of Sandy to re-face and upgrade our buildings located on the corner of 362nd and Highway 26. The mission was to modify the existing buildings to more align with the "Sandy Style" commercial standards. The plan that was accepted is making a positive difference in the appearance I have been told. We received our building permits on June 24, 2020, to upgrade our five buildings located on the corner of 362nd and Hwy 26. The oldest building was to be re-built first as requested by council. We have also begun up-grades on the other 4 buildings, as we could during the period while we re-built the oldest building. The older building has been completed.

We are currently focusing on the Platt building on the corner of Hwy 26 and 362nd, as this location has been described as the "Gate way to Sandy"

We were impacted with the Covid-19 pandemic in 2021, and the supply chain issue which followed the pandemic disruption. We have endured unreliable supplies and escalating costs. Our project is self-funded.

We respectfully request a 5-year extension of our agreement so we may continue the work with the improvements as permitted.

Respectfully,



Michael Maiden

MICHAEL MAIDEN LLC

ORDINANCE NO. 2015-03**AN ORDINANCE CONDITIONALLY AMENDING THE CITY OF SANDY ZONING MAP BY CHANGING THE ZONING MAP DESIGNATIONS FOR TWO PROPERTIES**

Whereas, Michael Maiden submitted a request to change the zoning for two properties (24E14 tax lots 1116 and 1120) composed of five lots and containing approximately 4.98 acres;

Whereas, the applicant requests changing the Zoning Map designation for this property from I-2, Light Industrial to I-1, Industrial Park;

Whereas, the applicant has proposed the zone change to be conditioned on completing modifications to the existing buildings in compliance with the Sandy Style Design Standards;

Whereas, the Planning Commission held a public hearing to review the proposal on March 23, 2015 and forwarded a recommendation to the City Council to approve the request; and

Whereas, the City Council then held public hearings to review the proposal on May 4, 2015 and June 1, 2015.


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

Section 1: The Council conditionally approves the following zoning map amendment, subject to the applicant's compliance with the terms and conditions contained in Exhibit A: the Zoning Map designation for T2S R4E Section 14, Tax Lots 1116 and 1120 is conditionally changed from I-2, Light Industrial to I-1, Industrial Park.

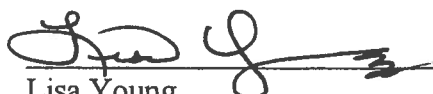
Section 2: All remaining provisions of the Sandy Comprehensive Plan and Title 17 of the Sandy Municipal Code are reaffirmed in their entirety.

Section 3: The zone change contained in this Ordinance will only be effective following completion of the terms and conditions contained in Exhibit A. This document contains findings supporting the above changes to the Zoning Map and relevant conditions of approval.

THIS ORDINANCE IS ADOPTED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR THIS 15th DAY OF JUNE, 2015.


William King
Mayor

ATTEST:


Lisa Young
City Recorder

**EXHIBIT A
ORDINANCE 2015-03**

**FINDINGS OF FACT and FINAL ORDER
TYPE III LAND USE DECISION**

DATE: June 1, 2015

FILE NO.: 14-028 ZC

PROJECT NAME: Maiden Zone Change

APPLICANT/OWNER: Michael Maiden LLC

LEGAL DESCRIPTION: T2S R4E Section 14 Tax Lots 1116 and 1120

DECISION: The City Council approves a conditional zone change amendment subject to conditions contained in this Order.

The above-referenced proposal was reviewed as a Type IV Zone Change Amendment, the following Findings of Fact are adopted supporting approval of the plan in accordance with Chapter 17 of the Sandy Municipal Code.

EXHIBITS:

Applicant Submittals

- A. Land Use Application Form
- B. Plat Map
- C. Applicant's Narrative
- D. Review of Comprehensive Plan Goals
- E. Transportation Planning Rule Review (MacKenzie consultants)
- F. Building Façade Remodel Renderings

Agency Comments

- G. Replinger & Associates (City Traffic Consultant)
- H. Seth Brumley, ODOT

Additional Exhibits

- I. Subdivision plat overlay aerial photo
- J. Supplement Transmittal from MacKenzie consultants (4/30/15)

Public Comments

None

FINDINGS OF FACT

General

1. These findings are based on the applicant's original submittal received on November 24, 2014 and additional information submitted on December 17, 2014. Where there is a conflict between these findings and the staff reports, these findings shall control.
2. The application was deemed complete on December 27, 2015.

3. The staff reports and this final order are based upon the exhibits listed above, as well as the testimony and discussion at the Planning Commission hearing held on March 23, 2015 and the City Council hearing held on May 4, 2015 and June 1, 2015.
4. Notification of the proposal before the Planning Commission meeting was mailed to property owners within 300 feet of the subject property and to affected agencies on February 25, 2015. A legal notice was published in the Sandy Post on March 11, 2015. A legal notice for the City Council hearing was published in the Sandy Post on Wednesday, April 22, 2015.
5. No individuals, besides the applicant, spoke at the Planning Commission or City Council public hearings.
6. Comments were received from the Oregon Department of Transportation and the City's Traffic Consultant.
7. The Planning Commission reviewed the application at a public hearing on March 23, 2015 and recommended approval of the application with a vote of 6-0 subject to conditions contained in this motion.
8. The City Council reviewed the application at a public hearing on May 4, 2015 and voted unanimously to direct staff to prepare an Ordinance and Final Order for their consideration at a subsequent meeting to include the Planning Commission recommended conditions.
9. The subject site contains a total gross area of approximately 4.98 acres composed five legal lots (Lots 2 – 5 and 7) consolidated as two tax lot. Lots 2-5 currently contain buildings and Lot 7 is vacant.
10. The site has a Plan Map designation of Industrial and a Zoning Map designation of Light Industrial, I-2. The applicant proposed changing the zoning designation for all five lots from Light Industrial, I-2 to Industrial Park, I-1. The Plan Designation will not change with this request.

Chapter 17.26 – Zoning District Amendment

11. Section 17.26.40(B)1 requires that in order to complete a zone change the applicant shall determine the effects on City facilities and services. Development on the site will require fill and a retaining wall, stormwater treatment and detention on-site, and water service for irrigation of landscaping around the future parking lot. Extension of sanitary sewer will be required with future development of the lot. The proposed comprehensive plan change and zone change should not negatively impact public facilities or create service capacity shortfalls. Changing the zoning from I-2 to I-1 has the potential of allowing more transportation intensive uses to access the site than what is currently allowed. As discussed in the applicant's submittal (Exhibit E), as reviewed by the City's Traffic Consultant (Exhibit G), transportation related issues associated with more traffic intensive uses accessing the site is the primary issue affecting city facilities and services. Because the proposal will not create a significant impact to City facilities and services, the application meets this criterion.
12. Section 17.26.40(B)2 requires that in order to complete a zone change the applicant shall assure consistency with the purposes of this chapter. The applicant has requested review of a Type IV

Quasi-Judicial Amendment to the Zoning Map as required by Chapter 17.26. With the applicant's proposal to reconstruct the existing buildings in compliance with the design review standards in the I-1 zone, the proposal is generally consistent with the purposes of this chapter. The applicant has requested review of a Type IV Quasi-Judicial Amendment to the Zoning Map as required by Chapter 17.26. As analyzed through review of Chapter 17.26, the City Council has determined with conditions as discussed in this Order, the proposal meets the applicable criteria. The subject properties are currently planned and zoned industrial and is proposed to be rezoned to a more traffic intensive uses. The properties are adjacent to industrial properties and right-of-way.

13. Section 17.26.40(B)3 requires that in order to complete a zone change the applicant shall assure consistency with the policies of the Comprehensive Plan. All properties contain a Comprehensive Plan designation of Industrial. This will not change. The proposal conforms to the policies of the City of Sandy Comprehensive Plan, specifically the following goals and policies:

Goal 1, Policy 2 – This proposed Comprehensive Plan change includes citizen participation as the approval process includes two public hearings and allows for people to submit written comment.

Goal 2 Policy 6 – This proposal is consistent with the Sandy Development Code, Municipal Code, and all adopted standards and enforcement codes of the City of Sandy.

Goal 9, Policy 2 – The proposed zone change is requested to allow additional uses in existing buildings and a vacant parcel. Expected development of the properties can be accommodated by existing water, sewer, and street capacity. The proposed trip cap will insure street capacity is maintained.

Goal 9, Policy 35 – Changing the zoning from I-2 to I-1 will increase the diversity of businesses allowed on the subject properties.

Goal 9, Policy 36 – This policy strives to protect industrial lands for industrial use and to limit commercial development in industrial areas. Changing the zoning from I-2 to I-1 will increase the opportunity for commercial uses on this property. The city recently completed an analysis to determine if sufficient commercial and industrial lands exist in the current urban growth boundary to accommodate projected growth for the next 20 years. This study concluded that there is currently a surplus of industrial lands and a deficient of commercial lands. As a result, converting the subject properties from I-2 to I-1 will not adversely affect this policy.

14. Section 17.26.40(B)4. requires that in order to complete a zone change the applicant shall assure consistency with the Statewide Planning Goals as may be necessary, and any other applicable policies and standards adopted by the City Council. In order to comply with the requirements of this section, the proposal must also meet the intent of the applicable Statewide Planning Goals.

Goal 1 – Citizen Involvement. The planning commission held a hearing on the zone change application on March 23, 2015. The council held a public hearing on May 4, 2015. The city

provided notice of the hearings in accordance with state law and the city's development code. Goal 1 is satisfied.

Goal 2 – Land Use Planning. Goal 2 requires the ordinance to be coordinated with other affected governmental entities and to be supported by an adequate factual base. The city provided notice of the proposed ordinance to the state, as Oregon law requires. Written comments were received from the Oregon Department of Transportation (Exhibit H).

With respect to an adequate factual base, the council believes the record contains evidence reasonable persons would rely on in approving the application. As noted elsewhere in these findings, the application meets the relevant approval criteria, and no participant alleged otherwise. The property occupies a prominent location in Sandy, particularly relative to those entering the city from the west. Permitting a change in zoning on the properties will result in a development meeting the “Sandy Style” design requirements, thereby improving the “curb appeal” of development in this area. As discussed further in these findings, a vehicle trip cap that ODOT has approved will mitigate increased traffic impacts that may result from the zone change. Goal 2 is satisfied.

Goal 3 – Agricultural Lands. Goal 3 is not applicable to the decision.

Goal 4 – Forest Lands. Goal 4 is not applicable to the decision.

Goal 5 – Natural Resources. Goal 5 is not applicable to the decision. The decision does not affect a Goal 5 resource under OAR 660-023-0250(3). In particular, while the zone change will permit new uses on the properties, none of those uses will conflict “with a particular significant Goal 5 resource site on an acknowledged resource list” and no participant presented evidence contradicting this conclusion.

Goal 6 – Air Water and Land Quality. The city's comprehensive plan with respect to Goal 6 and its development regulations governing land, air and water quality are not affected by the decision. Goal 6 is satisfied to the extent is it applicable to the decision.

Goal 7 – Natural Hazards. The city's comprehensive plan with respect to Goal 7 and its development regulations governing natural hazard areas are not affected by the decision. Goal 7 is satisfied to the extent is it applicable to the decision.

Goal 8 – Recreational Needs. No resorts are contemplated or authorized by the decision. The city's comprehensive plan with respect to Goal 8, its parks master plan and its development regulations governing recreational needs (e.g. park dedication/fee in-lieu-of requirements, open space provisions, etc.) are not affected by the decision. Goal 8 is satisfied to the extent is it applicable to the decision.

Goal 9 – Economy. The city has adopted an economic opportunities analysis (“EOA”) as Goal 9 requires. As the EOA describes, Sandy has a need for smaller employment sites (< five acres) and it could meet this need in part through a better use of underutilized sites via infill and redevelopment. The EOA also describes Sandy's comparative advantage for attracting businesses and suggested the city establish policies to attract professional service businesses, retirement facilities, personal services (lodging, restaurants, tourist-oriented

retail, etc.) and small-scale manufacturing firms. Based on the city's advantages, the EOA predicted these types of businesses are most likely to choose to locate in Sandy. The zone change the council conditionally approves in this decision will further the city's efforts to capitalize on those advantages, as the I-1 zone will allow for an increased mix of land uses relative to the existing I-2 zoning on the property, including overnight lodging and more permissive standards for restaurants and retail. Therefore, Goal 9 is satisfied.

Goal 10 – Housing. Goal 10 is not applicable to the decision.

Goal 11 – Public Facilities. The city has an existing public facilities plan that includes all properties within the city's urban growth boundary, including islands of unincorporated property. The zone change the council conditionally approves in this decision will not undermine or contradict any aspect of the existing public facilities plan. Goal 11 is satisfied.

Goal 12 – Transportation. The city's Comprehensive Plan contains an acknowledged Goal 12 element that contains policies to ensure sufficient and adequate transportation facilities and services are available (or will be available as appropriate) to serve lands within the UGB. The state's transportation planning rule is triggered when a post-acknowledgment amendment such as this zone change "significantly affects" a transportation facility. OAR 660-012-0060(1)(a)-(c) defines a significant effect for the purposes of the rule as an amendment that: (1) changes the functional classification of an existing or future facility; (2) changes the standards implementing the functional classification system; or (3) results in any of the effects listed in 0060(1)(c)(A)-(C).

The applicant submitted an analysis of the Transportation Planning Rule from MacKenzie (Exhibit E) and this analysis was reviewed by Replinger & Associates, the City's Traffic Consultant (Exhibit G). This submittal was also reviewed by the Oregon Department of Transportation (Exhibit H). This document calculated the development potential of the site based on current zoning and calculated a trip generation rate based on these assumptions. The analysis estimated at full development of the site, based on current zoning, the site would generate 760 average daily trips (ADT) and 134 trips in the weekday PM peak hour. The applicant initially proposed these numbers be used to establish a trip cap for the property. The City's Traffic Consultant (Exhibit G) reviewed this analysis and generally agreed with the conclusions. He raised a concern regarding the correct number to be used for the PM peak hour. Mr. Replinger suggested that instead of using a proposed land use code of 715 (single tenant office building) that a code of 710 (general office building) be used. Using this land use code is estimated to produce 151 trips in the PM peak house instead of 134. Staff recommended the applicant respond to this recommendation. In addition, in order to determine the available trip capacity for the site, staff recommended the applicant provide a table identifying all of the existing uses on the site and the expected trip generation (both ADT and PM peak hours) for each of these uses. The applicant submitted a supplemental analysis prepared by MacKenzie Consultants (Exhibit J) agreeing with the recommendations of City's Traffic Consultant.

The City has experience administering a trip cap as a similar methodology was established for the three buildings in the Pioneer Corp. Park next to the Sandy Cinema. The proposed zoning amendment does not change the functional classification of any transportation facility, nor does it change standards implementing a functional classification system.

Furthermore, it is not clear the amendment will result in any of the effects identified in 0060(1)(c)(A)-(C). To the extent the amendment will result in any of those effects, the rule also expressly permits local governments to impose transportation demand management strategies to mitigate those effects. In this case, the city is proposing a condition that would impose a trip cap on the rezoned property, which will limit trips to those that are currently permitted under the property's existing I-2 zoning. ODOT has reviewed this strategy to manage traffic demands to the rezoned property and does not object to it. Therefore, Goal 12 is satisfied.

Goal 13 – Energy. The city's comprehensive plan with respect to Goal 13 and its standards governing energy conservation are not affected by the decision. Goal 13 is satisfied.

Goal 14 – Urbanization. The decision does not analyze or expand the city's urban growth boundary. Goal 14 is not applicable.

DECISION

For the reasons described above, the request by Michael Maiden, LLC, to change the zoning designation from I-2 to I-1 is hereby conditionally approved subject to the conditions listed below.

CONDITIONS OF APPROVAL

A. Prior to final conditional approval the applicant shall complete the following:

1. Enter into a development agreement with the City of Sandy specifying the terms and timelines associated with the zone change as detailed below.
 - A pre-application conference shall be applied for within two months from the date of this approval.
 - A design review application and approval received for all buildings within six months of approval.
 - All building upgrades shall be completed within three years.
 - The applicant has the option of completing building upgrades in two phases to include: the northern lots (Lots 2 and 3) and the southern lots (Lots 4 and 5). The zone change for each phase will become effective following completion of the building upgrades on that phase.
 - The change of zoning on Lot 7 (currently vacant) will only become effective concurrent with or following the effective date of the zone change for both phases above.

B. General Conditions of Approval

1. The zoning designation for the property will remain I-2, Light Industrial until all of the conditions contained in this Order are completed.

2. Following final approval of the Zone Change, the five lots in this application will be subject to a trip cap as detailed in the report by MacKenzie Consultants (Exhibits E and J) as modified by the City Engineer (Exhibit G) and reviewed by ODOT (Exhibit H). The site is allowed a maximum of 151 trips in the PM peak hour without doing a Traffic Impact Analysis.

Prior to initiating a new use (permitted or conditional) including tenant improvements or a business license on property subject to this trip cap, the applicant or its successor in interest shall submit a letter to the City Planning Director identifying the proposed use and confirming that the proposed use, when combined with then-existing uses, will not exceed PM weekday peak hour limits on vehicle trips, using the methodology set forth in this condition. The City will not consider approval of a use or combination of uses that exceeds the trip cap without submittal and approval of a traffic study meeting City and ODOT requirements and evaluating mitigation measures that may be required to meet City LOS standards and ODOT v/c standards.

- (a) Vehicle trips shall be calculated using the most recent edition of ITE *Trip Generation*.
- (b) If the Planning Director determines that there is a good match between the proposed use and the land use categories in *Trip Generation*, the rates in *Trip Generation* for the PM weekday peak hour shall be used.
- (c) If the Planning Director determines that there is not a good match between the proposed use and the land use categories in *Trip Generation*, the applicant may select from the following options for estimating PM peak weekday hour trip generation for the proposed use:

- (1) Accept the trip rate for the Specialty Retail land use category from *Trip Generation*; or
- (2) Submit evidence from a qualified professional engineer of a trip rate observed from similar uses from no fewer than three other sites; or
- (3) Submit evidence from a qualified professional engineer documenting actual trips at this site.

- (d) If the applicant uses a trip rate for Specialty Retail pursuant to paragraph (c)(1) of this condition, the applicant may choose to use that rate as interim rate until such time as a different rate can be developed pursuant to paragraphs (c)(2) or (c)(3). For purposes of paragraph (c)(3), the following conditions must be met: the business must have been in full operation for at least six months and sampling of PM weekday peak hour traffic from the site must have been conducted during at least three different months. For businesses that the Planning Director concludes may vary by season, the City may further require that sampling occur during specific months.

- (e) For purposes of the trip calculation the total number of estimated PM weekday peak hour trips from each use shall be reduced by 10 percent to account for internal trips that reflect the potential for motorists to visit one or more of the other businesses in the immediate area. There shall be no reduction allowed in the trip calculation for pass-by or diverted-link trips.

After recording return to:

Tracy Brown
Planning Director
City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055

Clackamas County Official Records
Sherry Hall, County Clerk

2015-052256



01875460201500522560040046

\$68.00

08/05/2015 09:08:33 AM

D-DEVA Cnt=1 Stn=9 COUNTER1
\$20.00 \$16.00 \$22.00 \$10.00

Exhibit C

**NON-STATUTORY DEVELOPMENT AGREEMENT
BETWEEN
CITY OF SANDY AND MICHAEL MAIDEN LLC**

40
The City of Sandy, an Oregon municipal corporation ("City") and Michael Maiden LLC, an Oregon limited liability company ("Maiden") enter into this Agreement on August 3, 2015. This Agreement refers to City and Maiden individually as a "Party" and jointly as the "Parties."

RECITALS

On June 15, 2015, the Sandy City Council adopted Ordinance No. 2015-03 (the "Decision"), which conditionally rezones properties that Maiden owns. The relevant properties are legally described as Lots 2 through 5 and Lot 7, Sandy Industrial Park Subdivision (the "Properties"). The Decision conditionally rezones the Properties from I-2 to I-1 assuming Maiden meets a number of conditions of approval. The Decision also requires the Parties to enter into this Agreement.

AGREEMENT

In consideration of the City's approval of Maiden's request to change the zoning on the Properties and other consideration, the receipt of which the Parties acknowledge, the Parties agree as follows:

1. Term. This Agreement will remain in effect until City certifies in writing that Maiden has met its obligations pursuant to the Agreement and the Decision, or until the Parties mutually agree in writing to terminate the Agreement.
2. Zone Changes. The City will change the zoning on the Properties from I-2 to I-1 only if the following conditions are satisfied:
 - a. Maiden applies for a pre-application conference no later than October 1, 2015.
 - b. Maiden applies for and City grants design review approval for all buildings on the Properties no later than February 1, 2016.
 - c. Maiden completes all required site improvements and building upgrades on the Properties within three (3) years of design review approval.
 - d. Maiden may complete all required site improvements and building upgrades at the same time on all of the Properties, or Maiden may complete required site improvements and building upgrades in phases as follows:
 - i. Maiden may first complete all required site improvements and building upgrades for Lots 2 and 3. In this instance, the zoning on Lots 2 and 3 will change from I-2 to I-1 when City confirms in writing that Maiden has met all its obligations in this

Agreement, the Decision and in the design review approval relative to Lots 2 and 3; and

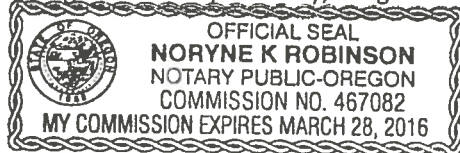
- ii. Maiden may then proceed to complete all required site improvements and building upgrades for Lots 4 and 5. In this instance, the zoning on Lots 5 and 4 will change from I-2 to I-1 when City confirms in writing that Maiden has met all obligations in this Agreement, the Decision and in the design review approval relative to Lots 2 and 3.
 - iii. If Maiden chooses to phase the improvements and upgrades, Maiden must still complete all required site improvements and building upgrades on the Properties within three (3) years of design review approval.
- e. The City will not change the zoning on Lot 7 from I-2 to I-1 until it has changed the zoning on Lots 2 through 5 pursuant to this Agreement and the Decision.
- 3. No Reimbursement by City. The City will not pay for or reimburse Maiden for any costs associated with the zone changes or development on the Properties. The only exception is for any public improvements that may be eligible for system development charge credits relative to the Properties' redevelopment.
- 4. Nature of Agreement. City has approved and executed this Agreement pursuant to its home rule charter and not pursuant to ORS 94.504 et seq. This Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, but rather implements a condition the Decision.
- 5. Assignment and Delegation. Maiden may not assign or delegate a right or obligation under this Agreement without the prior written consent of the City, which the City may withhold in its sole discretion.
- 6. Remedies. City will have all available remedies at law or in equity to recover damages and compel Maiden's performance in accordance with this Agreement. The rights and remedies afforded under this Agreement are not exclusive and are in addition to and cumulative with any and all rights otherwise available to City at law or in equity. The City's exercise of any one or more of such remedies will not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other Maiden default or breach, including, without limitation, the right to compel specific performance.
- 7. Notice. Any notice required by this Agreement must be in writing and mailed by registered or certified mail to the other Party, as follows:
 - a. TO CITY: Tracy Brown, Planning Director, 39250 Pioneer Blvd., Sandy, OR 97055
 - b. TO MAIDEN: Michael Maiden 16600 SE 362nd Ave., Sandy, OR 97055
- 8. Counterparts. If this Agreement is executed in two (2) or more counterparts, each counterpart will be deemed to be an original, and each counterpart will constitute one and the same instrument.

9. Waiver. Neither City nor Maiden may waive any provision or any breach of this Agreement unless the waiver is in writing. No waiver shall be construed to be a continuing waiver. No waiver with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver.
10. Time of the Essence. Time is of the essence under this Agreement.
11. Law and Venue. Oregon law governs this Agreement without respect to conflict of laws principles. Venue is in Clackamas County Circuit Court. The Parties consent to the personal jurisdiction of Clackamas County Circuit Court relative to this Agreement.
12. Severability. If any clause, sentence or any other portion of this Agreement is deemed or becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.
13. Entire Agreement. This Agreement contains the entire agreement between the Parties relative to the subject matter contained in it.
14. Authority. The individuals executing this Agreement warrant that they have full authority to execute it on behalf of the Party they represent. Each Party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.
15. Amendments. Any amendment to this Agreement must be in writing and signed by the Parties.
16. Relationship. This Agreement does not create a joint venture, partnership or an agency relationship between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED:

CITY OF SANDY

Seth AtkinsonSeth Atkinson
City ManagerState of Oregon)
)ss.
Clackamas County)The foregoing instrument was acknowledged before me this 4th August day of 2015, by Seth Atkinson, City Manager of the City of Sandy, Oregon on behalf of Sandy, Oregon.Noryne K. Robinson

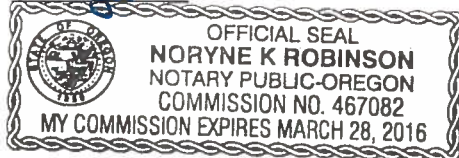
Notary Public for Oregon

My commission expires on: March 28, 2016

MICHAEL MAIDEN LLC

MICHAEL MAIDEN

Michael Maiden

Title: MANAGERState of Oregon)
)ss.
Clackamas County)The foregoing instrument was acknowledged before me this 3rd August day of 2015, by Michael Maiden, Manager of Michael Maiden LLC on behalf of Michael Maiden LLC.Noryne K. Robinson

Notary Public for Oregon

My commission expires on: March 28, 2016



File # 25-020 EXT

**Michael Maiden's
Re-zoning Extension
Eagle Park
16600 362nd Drive**

City Council
June 16, 2025

Vicinity Map

Item # 8.



1979 – Construction of Michael Maiden Foundry Building

Item # 8.



Looking East toward School District Office Building



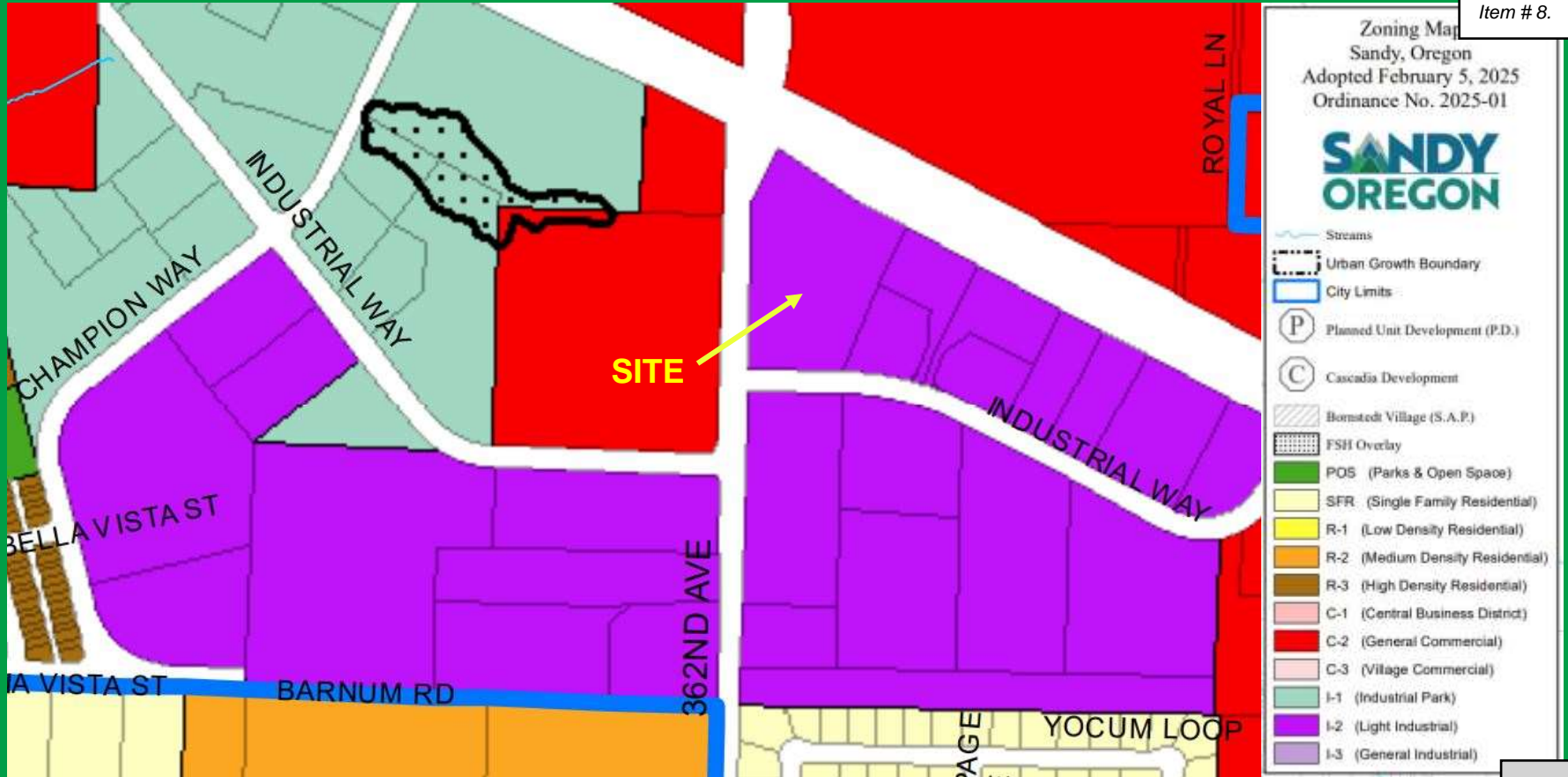
Looking West towards the Papa Murphy and Burger King site.

Looking North toward 362nd Drive and Hwy 26.



Timeline of Events for Michael Maiden's Property

- June 2015, the City Council conditionally approved the request for a zoning map amendment.
- Compliance with the conditions of their land use approval and the terms and conditions are contained in a Non-Statutory Development Agreement set in a timeframe of three years from the date of agreement.
- July 2016, Michael Maiden received approval for a design review to incorporate “Sandy Style” elements into the existing buildings.
- In 2018 and 2019, Michael Maiden received two extensions to his approval as allowed in accordance with the development code.
- In early 2020, out of administrative extensions, Michael Maiden requested an additional extension from City Council and received an additional five (5) years to complete the work.
- The five (5) year extension expires on July 29, 2025, and Michael Maiden is requesting additional time to accomplish the remainder of the design review modifications that will lead to completion of the zone map amendment.



ZONING MAP (2025)

Eagle Park Building Layout

- Platt Building
- Maiden Building
- Paleo Building
- Whipper Snapper Building
- Stephenson Building



Current Tenants

Item # 8.

Platt Building

Platt – Video Surveillance, Energy Solutions, Datacom, Lighting (Storage & Dispatch)

Michael Maidens Studio – Second floor

Multiple Vacancies

Wipper Snapper Building

Wipper Snappers – Kids Place Space

Wipper Snappers – Day Camp

US World Class Taekwondo

Sanders Automotive Service

Garo Signs – Car Wrap Center

Core – Fitness and Yoga

Maiden Foundry Building

Construction Company

One vacancy

Stephenson Automotive Building

Bill's Automotive – entire building

Paleo Building

Wolf Pack – Cross Fit Trainers – entire building



Existing Condition

Item # 8.



**Platt Building
West Elevation**



**Platt Building
North Elevation**



**Paleo Building
North and West Elevation**



**Platt Building
East Elevation**

Sandy Style Improvements

Item # 8.



**Maiden Building
South Elevation**



**Wipper Snapper Building
North Elevation**



**Wipper Snapper Building
South Elevation**



**Paleo Building
South Elevation**

SANDY
WHERE INNOVATION MEETS ELEVATION

Proposed Platt Building Elevations

Item # 8.



Proposed Stephenson Building Elevations

Item # 8.



Flex Space Options

Item # 8.



Recommendation

Item # 8.

Staff supports granting an extension to the applicant. The City Council may decide whether to grant an extension and if so, set a specific date. If the extension is approved, staff suggests that the City Council authorizes the City Manager to enter into a revised development agreement with Michael Maiden.



STAFF REPORT

Item # 9.

Meeting Type: City Council
Meeting Date: June 16, 2025
From: Tiana Rundell, Interim Parks and Recreation Director
Subject: Contract Award: Deer Pointe Park Construction

DECISION TO BE MADE:

Whether to authorize the City Manager to execute a contract for the construction of Deer Pointe Park to N8 Holmlund Inc DBA N8 Excavation.

APPLICABLE COUNCIL GOAL:

5.1.1: Complete Deer Pointe Park construction, Meinig Park renovations, and Tickle Creek Trail restoration.

BACKGROUND / CONTEXT:

In pursuit of a Council goal, the Parks and Recreation Department is working to construct Deer Pointe Park. Staff initiated an Invitation to Bid (ITB) for the construction and development of the City of Sandy's newest neighborhood park on May 1st, 2025

The contract for construction of the 3.16-acre park will involve grading, right-of-way enhancements, playground creation, concrete path establishment, landscaping, and the construction of a full-court basketball court and coordination with the City for the installation of a covered basketball shelter, which will be purchased by the City and installed by the general contractor.

The design of Deer Pointe Park prioritized robust public engagement through a multi-faceted approach. Surveys were distributed to gather community opinions on park design and amenities, while open houses facilitated in-person interactions. The park layout, amenities and design were created through this process and will be constructed based on extensive engagement from the parks board, council, neighbors and the Sandy community.

KEY CONSIDERATIONS / ANALYSIS:

In response to the sealed Invitation to Bid for the construction of Deer Pointe Park, the following six firms submitted bids:

1. **Goodfellow Bros LLC.**
 - Bid Amount: \$1,239,000.00

2. **COLF Construction LLC**

- Bid Amount: \$1,170,000.00

3. **Paul Brothers**

- Bid Amount: \$1,117,914.70

4. **Konell**

- Bid Amount: \$1,020,974.43

5. **Dirt & Aggregate Interchange Inc.**

- Bid Amount: \$1,018,719.00

6. **N8 Holmlund Inc. dba N8 Excavation**

- Bid Amount: \$ 998,000.00

The determination of the winning bidder for this project was the result of a meticulous evaluation of key factors essential to project success. The following considerations played a pivotal role in the decision-making process:

1. **Cost Effectiveness:** Cost is a determinant in assessing bidder suitability. N8 Holmlund Inc DBA N8 Excavation presented the lowest responsive responsible bid at **\$998,000.00**. While prioritizing cost, it was imperative to strike a balance with the firm's demonstrated capability to execute the project efficiently and safely.
2. **Experience and Expertise:** The evaluation of bidding firms also focused on their experience and references. N8 Holmlund Inc DBA N8 Excavation references demonstrated a proven track record, emphasizing successful completions, adherence to safety protocols, and consistent compliance with environmental regulations. Lango Hansen contacted each of the references provided by N8 Holmlund Inc DBA N8 Excavation, all of whom gave outstanding feedback and expressed strong enthusiasm about working with the company again.
3. **Timely Project Completion:** The ability to adhere to project timelines was a critical factor in the selection process. The chosen firm's capacity to meet the proposed schedule efficiently was thoroughly assessed through reference checks and demonstrated previous projects, to ensure timely completion.
4. **Insurance and Regulatory Compliance:** Compliance with essential insurance and regulatory requirements was a fundamental aspect of the evaluation. N8 Holmlund Inc DBA N8 Excavation demonstrated full compliance with these prerequisites, instilling confidence in their capability to execute the project securely and within the legal framework, and within city contract specifications.

BUDGET IMPACT:

This proposed contract for the construction of Deer Pointe Park in the amount of \$998,000.00 is consistent with staff expectations and budget projections for this phase of the project. The total allocation for Deer Pointe park construction in the BN 2025-27 budget is \$1.88 million.

RECOMMENDATION:

Based on the analysis of the bids received and considering the factors mentioned above, staff recommend authorizing the City Manager to execute a construction project to N8 Holmlund Inc DBA N8 Excavation, with their bid amount of \$998,000.00. This firm has provided the lowest cost proposal, and their experience and expertise is satisfactory.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to:

1. Execute a contract with N8 Holmlund Inc DBA N8 Excavation for the construction of Deer Pointe Park, in an amount not to exceed \$998,000.00.
2. Execute all subsequent change orders pursuant to the terms of the contract, up to the appropriate threshold value set forth in the contract."

LIST OF ATTACHMENTS / EXHIBITS:

1. Public Improvement Contract: Construction of Deer Pointe Park



PUBLIC IMPROVEMENT CONTRACT
between
CITY OF SANDY, OREGON
and
N8 Holmlund Inc DBA N8 Excavation

Contract No. ITB006

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is made by and between the City of Sandy, a municipal corporation of the State of Oregon ("City"), and N8 Holmlund Inc DBA N8 Excavation ("Contractor") to provide construction services on the following Construction of Deer Pointe Park ("Project"), briefly described below:

Construction of Deer Pointe Park, a new neighborhood park located at 18200 Meadow Avenue in Sandy, Oregon. The project site is approximately 3.16 acres and will serve as a key community recreation space for nearby residential developments.

The scope of work includes grading and erosion control, right-of-way improvements along both Fawn Street and Meadow Avenue, fiber conduit, and a fully integrated irrigation system. Contractors will be responsible for constructing ADA-accessible concrete pathways, developing a playground area, preparing and landscaping turf areas, and coordinating the installation of an owner provided and owner installed prefabricated picnic shelter. The project also includes the construction of a full-court basketball court and coordination with the City for the installation of a covered basketball shelter, which will be provided by the owner.

Successful completion of the project will require careful coordination with the City's contracted landscape architect, utility providers, and city staff. Contractors must adhere to all applicable City of Sandy development standards, including ADA compliance, erosion control regulations, and the Dark Sky Ordinance. Tree protection measures are required throughout the site and must be carried out under the supervision of a certified arborist. Additionally, the contractor will be responsible for installing on-site stormwater detention facilities as designed, furnishing street trees, and completing all work in accordance with approved easements and dedications.

The parties agree as follows:

1. WORK.

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. EFFECTIVE DATE AND TERMINATION DATE.

The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

2.1. Contract Start Date: June 17, 2025

“Work” Time Dates

2.2. Notice to Proceed Date: June 17, 2025

2.3. Substantial Completion Date: November 30, 2025

2.4. Final Completion Date: December 19, 2025

2.5. Contract End Date: December 19, 2025

2.6. “Work” Time in Calendar Days: 167 Days (see section 5 for more details)

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. ENUMERATION OF CONTRACT DOCUMENTS.

The “Contract Documents” include the following:

- This Contract with these Terms and Conditions.
- EXHIBIT A: City's General Conditions to the Contract - included in this form
- EXHIBIT B: Insurance Requirements - included in this form (proof of insurance is included)
- EXHIBIT C: BOLI Prevailing Wage Rates
- EXHIBIT D: Bid Submittal
- EXHIBIT E: Invitation to Bid Documents/Drawings/Addenda (Link)
- EXHIBIT F: Bonds: Performance Bond and Payment Bond
- EXHIBIT G: Additional Documents: Work plan & Schedule, Schedule of values & City of Sandy Business License.

4. CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.

This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the “Contract” includes the Contract Documents.

5. THE CONTRACT TIME.

Contractor shall achieve Substantial Completion of the Work under this Contract within 167 consecutive calendar days (“Contract Time”) from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. THE CONTRACT TOTAL.

- 6.1. The Contract Total is \$998,000.00, which represents the total amount payable by the City to the Contractor for completion of all Work as defined in the Contract Documents. The City is further authorized to execute any and all subsequent change orders issued in accordance with the terms of this Contract, provided that the cumulative value of such change orders does not exceed the applicable threshold set forth herein.
- 6.2. The following bid alternates are included in the Contract Total: N/A
- 6.3. Unit prices if any: See Schedule of values in Exhibit G.
- 6.4. Allowances included in the Contract Total, if any: N/A

6.5. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

Item # 9.

7. PROGRESS PAYMENTS.

- 7.1. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- 7.2. Each application for payment shall be for one calendar month ending on the last day of the month.
- 7.3. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- 7.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.
- 7.5. Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and OAR 137-049-0820(3), from which earnings on such account shall accrue to the Contractor.

8. INDEPENDENT CONTRACTOR STATUS.

By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

9. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

10. COMPLIANCE WITH APPLICABLE LAW.

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- 10.1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
- 10.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

- 10.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
- 10.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10.5. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- 10.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
- 10.6.1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- 10.6.2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 10.6.3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- 10.6.4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 10.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

10.7.1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

10.7.2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

10.7.3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.

10.7.4. Tribal Governments.

10.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract 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. Contractor shall ensure that each of its Subcontractors complies with these requirements.

10.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:

10.9.1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

10.9.2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

10.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

10.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

10.12. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):

- 10.12.1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at <https://www.oregon.gov/boli/employers/pages/occupational-definitions.aspx>
- 10.12.2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit C.
- 10.12.3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- 10.12.4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- 10.12.5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

10.13. ORS 279C.836 (Public Works Bond Required): Contractor shall:

- 10.13.1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
- 10.13.2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).

10.14. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

- 10.14.1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 10.14.2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.

10.14.3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

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10.15. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10.16. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:

10.16.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

10.16.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

10.17. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

11. NOTICE.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Sandy

Contract Administrator Name, Title: Tiana Rundell, Interim Parks & Recreation Director

Address, City, State and ZIP Code: 38348 Pioneer Blvd. Sandy, OR 97055

Telephone: 503-709-5364

Email: trundell@ci.sandy.or.us

For the Contractor

Contract Administrator Name, Title: Blake Turin, Vice President

Address, City, State and ZIP Code: 1200 Se 282nd Ave. Gresham, OR 97080.

Telephone: 503-663-5472

Email: blake.turin@n8excavation.com

12. CONTRACTOR INFORMATION AND CERTIFICATION.

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Item # 9.

Legal Name: N8 Holmlund Inc DBA N8 Excavation

Address, City, State and ZIP Code: 1200 Se 282nd Ave. Gresham, OR 97080.

Citizenship, if applicable: Non-resident alien?

- ☐ Yes
☒ No

Business Designation (check one):

- ☒ Professional Corporation
☐ Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Sole Proprietorship
☐ Other

Federal Tax ID#: 26-4602091


Oregon CCB License Number: 186472

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

Item # 9.

FOR THE CITY OF SANDY:	FOR N8 Holmlund Inc DBA N8 Excavation
<hr/>	
Signature	Signature
<hr/>	Blake Turin
Name (Printed)	Name (Printed)
<hr/>	Vice President
Title	Title
<hr/>	06/11/25
Date	Date

PUBLIC IMPROVEMENT CONTRACT

GENERAL CONDITIONS

1. GENERAL PROVISIONS.

- 1.1. Architect. The "Architect" is [Lango Hansen Landscape Architects.]
- 1.2. Contract Documents. The "Contract Documents" are enumerated in Item 3 of the Contract.
- 1.3. Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- 1.4. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.5. Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- 1.6. Modification. A "Modification" is
 - 1.6.1. a written amendment to this Contract signed by both parties;
 - 1.6.2. a Change Order;
 - 1.6.3. a Construction Change Directive; or
 - 1.6.4. a written order for a minor change in the Work issued by the Architect.
- 1.7. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- 1.8. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.
- 1.9. Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.
- 1.10. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. CITY'S RESPONSIBILITIES.

- 2.1. Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- 2.2. Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.

- 2.2.1. City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fit of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.2.2. City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.2.3. City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.3. Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- 2.4. Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- 2.5. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..
- 2.6. Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.
- 2.7. City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

3. CONTRACTOR'S RESPONSIBILITIES.

- 3.1. General Responsibilities.
 - 3.1.1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.
 - 3.1.2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.
 - 3.1.3. Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.

3.1.4. Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.

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3.1.5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.1.6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

3.1.7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.

3.2. Worksite Conditions.

3.2.1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

3.2.2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

3.2.3. Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.

3.3. Responsibility for Performance.

3.3.1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

3.3.2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.

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3.3.3. Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

3.4. Construction Materials and Supplies.

3.4.1. Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.

3.4.2. Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.

3.4.3. Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

3.4.4. No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.

3.4.5. Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.

3.5. Construction Personnel and Supervision.

3.5.1. Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.

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3.5.2. Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.

3.5.3. Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project Site except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.

3.5.4. Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.

3.5.5. Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.

3.6. Contractor's Construction Master Schedule.

3.6.1. Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.

3.6.2. Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.

3.6.3. Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.

3.6.4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.

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3.6.5. Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

3.6.6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.

3.7. Documents and Records.

3.7.1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.

3.7.2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.

3.7.3. Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until Item # 9. years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.

3.7.4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.

3.7.5. Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.

3.7.6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.

3.7.7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.

3.7.8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.

3.7.9. Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.

3.8. Tests and Inspections.

3.8.1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

3.8.2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.

3.8.3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.

3.8.4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City unless otherwise provided by the Contract Documents.

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3.8.5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.

3.9. Work Under the Contract.

3.9.1. Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.

3.9.2. Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.

3.9.3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.

3.9.4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.

3.9.5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.

3.9.6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.

3.9.7. Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.

3.10. Allowances.

3.10.1. Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.

3.11. Warranty.

3.11.1. Contractor warrants to City and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents. Item # 9. the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.11.2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.

3.11.3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.

3.11.4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

4. SUBCONTRACTORS.

4.1. Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.

4.2. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.

4.3. No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.

4.4. Substitution and Assignment. Contractor shall not, without City's written consent:

4.4.1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.

4.4.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or

4.4.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.

4.5. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.

4.6. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.

4.7. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.

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4.7.1. Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:

4.7.1.1. Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and

4.7.1.2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.

4.7.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.

4.8. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

5. CONSTRUCTION BY CITY.

5.1. Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.

5.1.1. Contractor shall protect the work of other contractors that it encounters while working on the Project.

5.1.2. If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.

5.2. Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

5.3. City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

6. CHANGES IN THE WORK.

6.1. Change Orders.

6.1.1. Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Contract.

6.1.2. A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

6.1.3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

- 6.1.3.1. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor's tiers involved in performing the Work. Item # 9.
- 6.1.3.2. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.
- 6.1.3.3. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.
- 6.1.3.4. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.
- 6.1.3.5. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.
- 6.1.3.6. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.1.4. Equipment Costs:

- 6.1.4.1. The allowance for equipment costs (both rental as well as Contractor owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.
- 6.1.4.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.
- 6.1.5. Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
- 6.1.6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.
- 6.1.7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.

- 6.1.8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting. Item # 9.
- 6.1.9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
- 6.1.10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
- 6.1.11. Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- 6.2. Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.
- 6.2.1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.
- 6.2.2. Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.
- 6.2.3. Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.
- 6.2.4. Written Authorization Required. In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.
- 6.2.5. Minor Changes. Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. TIME.

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- 7.1. Time is of the Essence. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 7.2. No Work Without Insurance. Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.
- 7.3. Notice to Proceed. City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.
- 7.4. Working Hours. Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- 7.5. Delays and Extensions of Time.
- 7.5.1. Float and Slack. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
- 7.5.2. Adverse Weather. Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
- 7.5.3. Extensions of Time. Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.

7.5.4. Requests for Extension. Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including man, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

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8. PROTECTION OF PERSONS, PROPERTY, AND THE ENVIRONMENT.

- 8.1. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.
- 8.2. City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.
- 8.3. Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- 8.4. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- 8.5. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- 8.6. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- 8.7. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- 8.8. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- 8.9. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- 8.10. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.
- 8.11. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site

- 8.12. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- 8.13. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- 8.14. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- 8.15. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- 8.16. Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- 8.17. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

9. HAZARDOUS MATERIALS.

- 9.1. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- 9.2. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.

- 9.3. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.
- 9.4. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- 9.5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.6. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.7. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. INSURANCE AND BONDS.

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10.1. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

10.1.1. Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

10.2. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

11. UNCOVERING AND CORRECTION OF WORK.

11.1. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

11.2. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

11.3. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. RIGHTS AND REMEDIES.

12.1. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.

12.2. Independent Contractor.

12.2.1. Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.

12.2.2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.

12.2.3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.

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12.2.4. Contractor is not an employee of the federal government or the State of Oregon.

12.2.5. Contractor is not a contributing member of the Public Employees Retirement System.

12.2.6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

13. COMPLIANCE WITH LAWS.

13.1. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.

13.2. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.

13.3. Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

13.4. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. CLAIMS AND DISPUTES.

14.1. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.

14.2. Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.

14.3. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.

14.4. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.

- 14.5. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) such as unknown or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.
- 14.6. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.
- 14.7. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- 14.8. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.
- 14.9. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.
- 14.10. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.
- 14.11. Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. TERMINATION OR SUSPENSION BY CONTRACTOR.

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- 15.1. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.
- 15.2. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- 15.3. Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

16. TERMINATION OR SUSPENSION BY CITY.

- 16.1. Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
- 16.1.1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
 - 16.1.2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 16.1.3. fails to make payment to subcontractors in accordance with respective agreements;
 - 16.1.4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 16.1.5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
 - 16.1.6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
 - 16.1.7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.
- 16.2. City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.
- 16.3. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.

- 16.4. Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- 16.5. Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.

17. PAYMENTS AND COMPLETION.

- 17.1. Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.
- 17.2. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").
- 17.3. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:
- 17.3.1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;
 - 17.3.2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;
 - 17.3.3. The balance that is due to each of such entities after payment is made;
 - 17.3.4. Certification that the Record Documents are current;
 - 17.3.5. Itemized breakdown of Work done for the purpose of requesting partial payment;
 - 17.3.6. Updated construction schedule;
 - 17.3.7. Additions and subtractions from the Contract Total and Contract Time;
 - 17.3.8. Total of retainage held;
 - 17.3.9. Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 17.3.10. Percentage complete of Contractor's Work by line item;

17.3.11. A Schedule of Values updated from the preceding Application for Payment; and

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17.3.12. Contractors' Certified Payroll.

- 17.4. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- 17.5. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- 17.6. Certificates for Payment.
- 17.6.1. City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
- 17.6.2. City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- 17.7. Decisions to Withhold Certification.
- 17.7.1. City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.
- 17.7.2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.
- 17.7.3. City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.
- 17.7.4. City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.
- 17.8. Progress Payments.

17.8.1. City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted. Item # 9.

17.8.2. Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.

17.8.3. City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.

17.8.4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.

17.9. Substantial Completion.

17.9.1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.

17.9.2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.

17.9.3. Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.

17.9.4. Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.

17.9.5. Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.

17.10. Final Completion.

17.10.1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punch list work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.

17.10.2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.

17.10.3. Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.

- 17.10.4. Payment of Retainage. City shall make payment of retainage applying to such ~~Work or~~ designated portion thereof after receiving all Close Out Documentation, an affidavit t Item # 9. for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.
- 17.10.5. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 17.10.6. Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
- 17.10.7. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

18. INDEMNITY AND LIABILITY.

- 18.1. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- 18.2. Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.

- 18.3. Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of an injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 18.4. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.
- 18.5. Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.

19. SECURITY.

- 19.1. Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.
- 19.2. Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

20. MISCELLANEOUS PROVISIONS.

- 20.1. Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.
- 20.2. Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.
- 20.3. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

- 20.4. No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to an Item # 9. of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.
- 20.5. Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
- 20.6. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.
- 20.7. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- 20.8. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
- 20.8.1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
- 20.8.2. Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- 20.9. Liquidated Damages.
- 20.9.1. Failure to complete the Project by the specified time will result in damages to the City. The parties to this Contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this Contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$500 per calendar day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.
- 20.10. Workers' Compensation.

20.10.1. All employers, including Contractor, that employ subject workers who work under this contract 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$21,000,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

Item # 9.

PUBLIC IMPROVEMENT CONTRACT

INSURANCE REQUIREMENTS

1. ADDITIONAL INSURANCE.

Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

- 1.1. Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 - 1.1.1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - 1.1.2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section 1.2 below.
 - 1.1.3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 1.1.4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - 1.1.5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.
- 1.2. Limits. The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation	Statutory Limits
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	<u>Employer's Liability</u>
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Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000

	<u>Commercial General Liability</u>
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Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000
Automobile Liability	
Combined Single Limit:	\$1,000,000

	<u>Professional Liability/Errors & Omissions</u>
--	--

Single Limit:	\$2,000,000
Aggregate:	\$2,000,000

- 1.3. Additional Insureds. The Contractor's third-party liability insurance policies shall include the City and its employees, and agents as additional insureds. The policy endorsement must extend premises operations/products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- 1.4. Joint Venture. If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- 1.5. Primary Coverage. The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- 1.6. Contractor's Failure to Maintain Insurance. If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.
- 1.7. Certificates of Insurance. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.
 - 1.7.1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
 - 1.7.2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.
 - 1.7.3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- 1.8. Subcontractors Insurance. The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.
- 1.9. Limitations on Coverage.
 - 1.9.1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
 - 1.9.2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.

1.9.3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

Item # 9.

2. PROPERTY INSURANCE.

- 2.1. Builder's Risk: (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.2. Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.3. Such insurance shall be maintained until the City has occupied the facility.
- 2.4. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.



CERTIFICATE OF LIABILITY INSURANCE

DATE 05 Item # 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrity Insurance & Bonding Inc. 9201 SE 91st Avenue, Suite 220 Happy Valley, OR 97086	CONTACT NAME: Jennifer Lovanh PHONE (A/C, No, Ext): (503) 777-6655 E-MAIL ADDRESS: jenniferl@integrityibi.com FAX (A/C, No): (503) 607-8419																					
INSURED N8 Holmlund Inc, DBA: N8 Excavation 1200 SE 282nd Avenue Gresham, OR 97080-8975	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B:</td><td>SAIF Corp</td><td>36196</td></tr><tr><td>INSURER C:</td><td>Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER D:</td><td>RLI Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Cincinnati Insurance Company	10677	INSURER B:	SAIF Corp	36196	INSURER C:	Westchester Surplus Lines Insurance Company	10172	INSURER D:	RLI Insurance Company		INSURER E:			INSURER F:		
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INSURER D:	RLI Insurance Company																					
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 20250530 REN MTC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPP0697266	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> WA STOP GAP						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	AUTOMOBILE LIABILITY			EBA0697266	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			EPP0697266 (GL AU WC)	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED \$ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			797384	02/01/2025	02/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED & RENTED EQUIPMENT			EPP0697266/EBA0697266	10/28/2024	10/28/2025	ANY ONE ITEM \$400,000
							MAX LIMIT \$400,000
							DEDUCTIBLE \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project - Construction of the City of Sandy Deer Pointe Park | 18200 Meadow Avenue, Sandy, OR 97055

CERTIFICATE HOLDER

CANCELLATION

City of Sandy
38348 Pioneer Blvd

Sandy

OR 97055

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Lovanh



AGENCY CUSTOMER ID: _____

Item # 9.

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Integrity Insurance & Bonding Inc.		NAMED INSURED , DBA: N8 Excavation
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

COVERAGE: CONTRACTORS POLLUTION LIABILITY
INSURER (INSURER C): WESTCHESTER SURPLUS LINES INS CO
POLICY NUMBER: G28282187 005
POLICY EFF DATE: 10/28/2024
POLICY EXP DATE: 10/28/2025
EACH CONDITION LIMIT: \$1,000,000
AGGREGATE: \$2,000,000

COVERAGE: MOTOR TRUCK CARGO COVERAGE
INSURER (INSURER D): RLI INSURANCE COMPANY
POLICY NUMBER: ILM0718047
POLICY EFF DATE: 05/30/2025
POLICY EXP DATE: 05/30/2026
EACH OCCURRENCE: \$500,000
AGGREGATE: \$500,000

BOLI PREVAILING WAGE RATES

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

EXHIBIT D:
Bid Submittal

Item # 9.

2.1 BID FORM

Item # 9.

BID FORM THE CITY OF SANDY

INVITATION TO BID

The undersigned hereby certifies that Bidder:

N8 Holmiund Inc DBA N8 Excavation <Insert Bidder name>

186472 <CCB#>

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Is a ☒ Resident Bidder, ☐ Non-Resident Bidder, as defined in ORS 279A.120

A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
6. Has read, understands and agrees to be bound by all terms and conditions herein.
7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City of Sandy upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
8. Bidders are advised that any materials submitted in response to this Invitation to Bid are subject to the Oregon Public Records Law (ORS 192.311 to 192.478) and may be disclosed to the public upon request.

If a bidder considers any portion of its submittal to contain trade secrets or otherwise confidential information, those sections must be clearly labeled as such. The City will take reasonable measures to maintain the confidentiality of such materials, but makes no guarantee that records will be exempt from disclosure under public records laws.

By submitting a bid, the bidder acknowledges and agrees that the City shall not be liable for disclosure of any information required to be disclosed under applicable law.

9. Acknowledges Receipt of Addenda No's. 1 through 1 .

Please check the box regarding Bid security:

- ☐ Bid security in form of cashier's check ☐ , certified check ☐ , Bid bond in the form set forth in Section 2., 2.2 ☒ , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 ☐ (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Sandy is enclosed.

BID TITLE: THE CITY OF SANDY CONSTRUCTION OF DEER POINTE PARK

Item # 9.

SUBMIT TO: City of Sandy
Attention: Rochelle Anderholm-Parsch, Parks and Recreation Director
Email: randerholmparsch@ci.sandy.or.us

FROM:	<u>N8 Holmlund Inc DBA N8 Excavation</u>	BIDDER
	<u>1200 SE 282nd Ave</u>	ADDRESS
	<u>Gresham, OR 97080</u>	CITY/STATE/ZIP

Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) ~~an individual, a Company, a Corporation, organized~~ and existing under the law of the State of Oregon.

Proprietorship, Partnership, or Joint Venture consisting of _____

BASE BID:

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the City of Sandy for

THE CITY OF SANDY CONSTRUCTION OF DEER POINTE PARK

Together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration as described on the next page:

I. BID TABULATION:

The Base Bid will be the sum of the following items and represent all work set forth in the ITB, the Contract Documents (Including without limitation the Drawings and Specifications).

BID SCHEDULE
Deer Pointe Park

BASE BID SCHEDULE			
	Item	Cost	Unit Cost
1	Mobilization	\$57,000.00	N/A
2	Site Clearing	\$55,000.00	N/A
3	Construction Staking	\$15,000.00	N/A
4	Erosion Control Tree Protection	\$20,000.00	N/A
5	Tree Removal	\$18,000.00	\$1,000.00 (S/tree)
6	Earthwork	\$62,000.00	N/A
7	Soil Preparation	\$50,000.00	N/A
8	Concrete Paving	\$156,000.00	\$11.00 (S/sf)
9	Concrete Curbs	\$10,000.00	\$55.00 (S/lf)
10	ROW Asphalt Paving	\$2,000.00	\$20.00 (S/sf)
11	Basketball Court Asphalt and Court Surfacing	\$55,000.00	\$8.00 (S/sf)
12	Site Furnishings	\$33,000.00	N/A
13	Play Area surfacing + subdrainage	\$34,000.00	N/A
14	Basketball Shelter Installation	\$123,000.00	N/A
15	Fencing	\$32,000.00	\$60.00 (S/lf)
16	Utilities	\$111,000.00	N/A
17	Trees, Shrubs and Groundcover	\$66,000.00	N/A
18	Grasses	\$43,000.00	\$.40 (S/sf)
19	Irrigation System	\$56,000.00	\$.45 (S/sf)
	TOTAL BASE BID (numerical value only)	\$998,000.00	

Total Base Bid

Item # 9.

Nine Hundred Ninety Eight Thousand Dollars And Zero Cents

All bid amounts must be expressed in both written words and numerals. In the event of a discrepancy, the written words shall take precedence over the numerals. The City reserves the right to correct any mathematical errors, in which case the corrected Total Base Bid amount shall take precedence over both the written words and numerals.

ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
1	5/15/2025		

TIME FOR COMPLETION:

- A. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project as indicated in this bidder proposal.

CHANGES IN WORK:

- A. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Price, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

PROFIT AND OVERHEAD FORMULA

- A. For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit	15%
	Overhead	N/A
Net Decrease	Profit	15%
	Overhead	N/A

Bidder Name: N8 Holmlund Inc N8 Excavation

REPRESENTATIONS AND CERTIFICATIONS

Item # 9.

Bidder shall submit 2.4 Bidder's Responsibility Information Form as per Section 1, 1.03d along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < 26-4602091 > OR
SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business ☐ YES ☒ NO
IF YES, PROVIDE CERTIFICATION NUMBER < >

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

If awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: < N8 Homlund Inc DBA N8 Excavation > Date: < 5/22/2025 >

CCB#: < 186472 >

Signature

Name < Blake Turin >

Title < Vice President >



Street Address < 1200 SE 282nd Ave > City < Gresham > State < OR > Zip < 97080 >

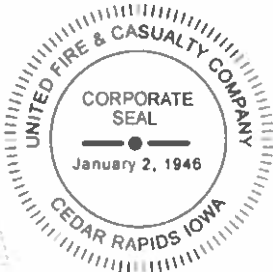
Phone < 503 > 663-5472 E-Mail < blake.turin@n8excavation.com >

FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION.

2.2 FORM OF BID BOND

Item # 9.

We,	N8 Holmlund Inc DBA N8 Excavation <small>(Name of Principal)</small>	as "Principal," and	United Fire & Casualty Company <small>(Name of Surety)</small>		
an	Corporation,				
<p>authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto The City of Sandy ("Obligee") the sum of</p>					
(\$	10%)	ten percent of bid		dollars.
<p>WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the</p>					
Obligee in response to Obligee's procurement document () for the project identified as:		
<p>Title: Construction of the City of Sandy Deer Pointe Park / 18200 Meadow Avenue, Sandy, OR 97055</p>				<p>which proposal or Bid is made a part of</p>	
<p>this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.</p>					
<p>NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.</p>					
<p>IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal</p>					
representatives this		16th	day of	May	20 25
PRINCIPAL:	Blake Turin		BY ATTORNEY-IN-FACT:		
By			Power-of-Attorney must accompany each surety bond)		
	Signature		Jennifer Lovanh		
	Official Capacity		Signature		
Attest:			118 Second Ave SE		
	Corporation Secretary		Address		
SURETY:	United Fire & Casualty Company		Cedar Rapids	IA	52401
			City	State	Zip
			Phone	Fax	





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second
 Cedar Rapids, Item # 9.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SETH PIETSCH, ASHLEY PIETSCH, KIMBERLY SMITH, NICHOLAS WAECHTER, JASON JORDAN, TALIA ELLISON, JENNIFER LOVANH, STEPHEN MORA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 5th day of March, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2024

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 5th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.




 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16th day of May, 2025.



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC



SURETY

SURETY BOND SEAL ADDENDUM

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407

United Fire & Casualty Company has authorized its Attorneys-in-Fact to affix United Fire & Casualty Company corporate seal to any bond executed on behalf of United Fire & Casualty Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of United Fire & Casualty Company by its Attorney-in-Fact, United Fire & Casualty Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of May, 2025.

United Fire & Casualty Company



By: _____

Kyanna M. Saylor, Vice President

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Item # 9.

TITLE/PROJECT NAME: The City of Sandy Construction of Deer Pointe Park

BID CLOSING DATE: May 22, 2025

TIME: 2:00 PM

First-Tier Subcontractor Disclosure Form Due: May 22, 2025

TIME: 4:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time ("Disclosure Deadline"). List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

NAME	CATEGORY OF WORK	DOLLAR VALUE
1. <u>ROGER LANGELIER</u>	<u>CONCRETE</u>	<u>\$111,124.20</u>
2. <u>GLENCO CREATIONS</u>	<u>LANDSCAPING</u>	<u>\$172,853.00</u>
3.		\$

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

Form submitted by (Bidder Name): <_____> N8 Holmlund Inc DBA N8 Excavation

CCB#: <_____> 186472

Contact Name and phone number: CONTACT SHOWN ON PAGE 3 OF THIS ITB.

Deliver Form to Agency: IN SEALED ENVELOPE TO THE ADDRESS ON PAGE 3 OF THIS ITB.

Person Designated to Receive form: Rochelle Anderholm-Parsch, Parks and Recreation Director

Agency's Email Address: randersholmparsch@ci.sandy.or.us

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

2.4 BIDDER'S RESPONSIBILITY INFORMATION FORM

FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

INSTRUCTIONS

1. The information provided in this form is part of The City of Sandy's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.
2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.
3. Sign and submit the completed bidder responsibility form with your bid proposal.

Bidder Name:

CCB #:

N8 Homlund Inc DBA N8 Excavation 186472

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities: *Please also include evidence of satisfactory performance record (meaning that to the extent the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner). Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):*
 N8 Holmlund Inc has been licensed under 186472 since 4/2009.
 Please see attached. More information needed can be provided as needed.

2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / **NO** If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES **NO** If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:
 No

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES **NO** If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):
 No

5. **ABILITY TO PERFORM WITHIN TIME SPECIFIED:** List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

NE Hill Way - 153 days (Extended longer due to change orders, no liquidated damages apply)

Lusted Distribution Improvement Ph 2 - 92 days (Extended longer due to owner delays, no liquidated damages)

Item # 9.

362nd Paved Shoulders & Safety Improvement - 207 days (Final completion 10/23/2024, contract 10/25/2024)

6. **PROJECTS EXCEEDING COMPLETION DATES:** In the past five (5) years, list the number of projects and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion.
N/A
7. **DEFECTIVE WORK.** In the past ten (10) years has your company been ordered to fix defective work on a project? YES / **NO** If "YES," identify the owner, the project and the resolution of the problem.
No
8. **DEBARMENT:** Has Bidder been debarred or disqualified by any public agency within the past two (2) years? YES / **NO** If "YES" identify the public agencies:
No
9. **NON-COMPLETION:** Has Bidder failed to complete a contract in the last five (5) years? YES / **NO** If "YES" identify the project(s):
No
10. **COMPLETION BY SURETY:** Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / **NO** If "YES" identify the project(s):
No
11. **SUSPENSION, DISMISSAL, DEFAULT:** Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? YES / **NO** If "YES" identify the project(s) and the type of action taken against Bidder:
No
12. **BONDABILITY REQUIREMENT:** For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating. **YES** / NO If "YES" identify name of surety, contact name, address, phone number, & email address:
Yes, United Fire and Casualty. Contact: Ashley Pietsch, 503-777-6655, 9201 SE 91st Ave, STE 220, Happy Valley, OR
13. **LIENS AND SURETY CLAIMS:** Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? YES / **NO** If "YES" identify the project and explain the nature of the claims:
No
14. **REVOKED LICENSE:** Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / **NO** If "YES" explain the underlying reason for the revocation of the license:
No
15. **CRIMINAL OFFENSE:** Has Bidder's company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government

construction project or the bidding or performance of a government contract? YES / **NO**

Item # 9.

16. **DEMAND ON PERFORMANCE BOND:** In the last five years, has an owner ever made a demand on your performance bond? YES

NO

17. **TERMINATION OF BONDING/INSURANCE COVERAGE:** In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES / **NO**

18. **CITATIONS OR ENFORCEMENT ACTIONS.** Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / **NO** If "YES", please state the date, nature, and final resolution of every such citation or enforcement action:

19. **BONDING.** What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:

\$1,653,153.00

BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. The City of Sandy reserves the right to contact other persons, agencies or owners not listed below as part of determining whether Bidder is responsible.

Project Reference #1
Name and Dates of Project: Distribution Improvement Project Phase 2 - 12/20/2024-02/28/2025
Project Location: Gresham, OR
Project Description: HDPE water distribution piping in a low-traffic rural-residential roadway in unincorporated Multnomah County. The work also includes valves, fire hydrants, meter and service replacement, connections to existing piping, potholing, surveying, erosion control, traffic control, permits, trench dams, pavement restoration, testing and disinfection.
Contact Person #1 Name: Ben Jacob - 503-804-3456

Contact Person #1 Firm Name:

Contact Person #1 Phone:

Fax:

Contact Person #2 Name:

Contact Person #2 Firm Name:

Contact Person #2 Phone:

Fax:

Project Reference #2

Name and Dates of Project:

362nd Paved Shoulders & Safety Improvement Project - 10/25/2024-10/23/2024Project Location: **Sandy, OR**

Project Description:

Construct approximately 1.3 miles of asphalt pavement overlay and shoulder aggregate. Install Flashing Beacons. Perform additional and incidental Work, as called for by the Specifications and Plans.

Contact Person #2 Name:

Bob Knorr - 503-742-4680

Contact Person #2 Firm Name:

Contact Person #2 Phone:

Fax:

Contact Person #2 Name:

Contact Person #2 Firm Name:

Contact Person #2 Phone:

Fax:

Project Reference #3

Name and Dates of Project: TenEyck Rim - 08/01/2022 - 6/30/2023

Project Location: Sandy, OR

Project Description:

Site Development of 19 lot subdivision as prime contractor, 8" sanitary sewer, 10" storm, 8" waterline installation. Aggregate base, 3,000 LF of curb and gutter, ADA's and 1,800 SY of 2" grind and inlay.

Contact Person #3 Name:

Tom Orth - 503-637-3344

Contact Person #3 Firm Name:

Contact Person #3 Phone:

Item # 9.

Fax:

Contact Person #3 Name:

Contact Person #3 Firm Name:

(Project Name, Location, Contract Cost)

Distribution Improvement Project Phase 2 / Gresham Oregon / \$1,470,026.99

Project description: The Work consists of the installation of approximately 5,330 linear feet of 10"

HDPE water distribution piping in a low-traffic rural-residential roadway in unincorporated Multnomah County. The work also includes valves, fire hydrants, meter and service replacement, connections to existing piping, potholing, surveying, erosion control, traffic control, permits, trench dams, pavement restoration, testing and disinfection.

Project completion date: (contract) 12/20/2024 (actual) 02/28/2025

Contact name: Ben Jacob

*Contract date extended due to owner delays

Telephone: 503-804-3456

(Project Name, Location, Contract Cost)

362nd Paved Shoulders & Safety Improvement Project / Sandy, OR / \$1,685,711.03

Project description: Construct approximately 1.3 miles of asphalt pavement overlay and shoulder aggregate.

Install Flashing Beacons. Perform additional and incidental Work, as called for by the Specifications and Plans.

Project completion date: (contract) 10/25/2024 (actual) 10/23/2024

Contact name: Bob Knorr

Telephone: 503-742-4680

(Project Name, Location, Contract Cost)

TenEyck Rim / Sandy, OR / \$905,270.71

Project description: Site Development of 19 lot subdivision as prime contractor, 8" sanitary sewer, 10" storm, 8" waterline installation. Aggregate base, 3,000 LF of curb and gutter, ADA's and 1,800 SY of 2" grind and inlay.

Project completion date: (contract) 06/30/2023 (actual) 06/30/2023

Contact name: Tom Orth

Telephone: 503-637-3344

EXHIBIT E:

Invitation to Bid Documents/Drawings/Addenda (Link)

The Invitation to Bid documents, drawings, and addenda can be found here:

https://drive.google.com/drive/folders/1sx4-syxVf4RQEuOIF3bvh4J4DUxisUvZ?usp=drive_link

EXHIBIT F:
Bonds: Performance Bond and Payment Bond

2.6 FORM OF PERFORMANCE BOND

Bond No. 54247029 Bond Value: \$ 998,000 Invitation to Bid No. _____

Principal: <u>N8 Holmlund Inc DBA N8 Excavation</u>	Surety: <u>United Fire & Casualty Company</u>	Obligee: <u>The City of Sandy</u>
Address: <u>1200 SE 282nd Avenue</u> <u>Gresham, OR 97080</u>	Address: <u>118 Second Ave SE</u> <u>Cedar Rapids, IA 52401</u>	Address: <u>38348 Pioneer Blvd</u> <u>Sandy, OR 97055</u>
Phone: <u>(503)663-5472</u>	Phone: _____	Phone: _____

Agreement: Principal has entered into a contract ("Contract") with Obligor for the following Project: Construction of the City of Sandy Deer Pointe Park

We, N8 Holmlund Inc DBA N8 Excavation as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligor the sum of (Total Penal Sum of Bond) \$ 998,000.

and

WHEREAS, the Principal has entered into a contract with the Obligor, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

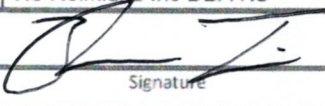
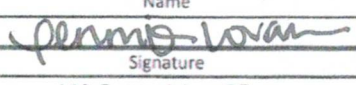
WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal complies with the terms, conditions and provisions of the Contract, in all respects, and within the time prescribed therein, or as may be extended pursuant to the terms of the Contract, with or without notice to the Surety, and shall in all respects perform the Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect. Whenever the Principal is in default under the Contract and is declared by the Obligor to be in default, the Surety must remedy the default, assume and complete the Contract in accordance with its terms and conditions, or obtain another to complete the Contract (and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract).

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligor be responsible for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this	<u>30th</u>	day of	<u>May</u>	<u>20</u>	<u>25</u>
PRINCIPAL:	<u>N8 Holmlund Inc DBA N8</u>		SURETY: <u>United Fire & Casualty Company</u>		
By:			BY ATTORNEY-IN-FACT: <i>[Power-of-Attorney must accompany each surety bond]</i>		
	Signature		Jennifer Lovanh		
	<u>Blake Turin / Vice President</u>		Name		
	Official Capacity				
			Signature		
Attest:	<u>118 Second Ave SE</u>				
	<u>Corporation Secretary</u>		Address		
			<u>Cedar Rapids</u>	<u>IA</u>	<u>52401</u>
			City	State	Zip
			Phone	Fax	

2.7 FORM OF LABOR AND MATERIAL PAYMENT BOND

Bond No. 54247029 Bond Value: \$ 998,000 Invitation to Bid No.

Principal:	Surety:	Obligee:
<u>N8 Holmlund Inc DBA N8 Excavation</u>	<u>United Fire & Casualty Company</u>	<u>The City of Sandy</u>
Address: <u>1200 SE 282nd Avenue</u>	Address: <u>118 Second Ave SE</u>	Address: <u>38348 Pioneer Blvd</u>
<u>Gresham, OR 97080</u>	<u>Cedar Rapids, IA 52401</u>	<u>Sandy, OR 97055</u>
Phone: <u>(503)663-5472</u>	Phone: _____	Phone: _____

Agreement: Principal has entered into a contract ("Contract") with Obligor for the following Project: Construction of the City of Sandy Deer Pointe Park. We, N8 Holmlund Inc DBA N8 Excavation as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligor the sum of (Total Penal Sum of Bond) \$ 998,000

and

WHEREAS, the Principal has entered into a contract with the Obligor, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

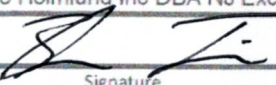
WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligor, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligor on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligor be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this	<u>30th</u>	day of	<u>May</u>	<u>20</u>	<u>25</u>
PRINCIPAL:	<u>N8 Holmlund Inc DBA N8 Excavation</u>		SURETY: <u>United Fire & Casualty Company</u>		
By:			BY ATTORNEY-IN-FACT: [Power-of-Attorney must accompany each surety bond]		
	Signature		Name		
	<u>Blake Turin / Vice President</u>		<u>Jennifer Lovanh</u>		
	Official Capacity		Signature		
Attest:			<u>118 Second Ave SE</u>		
	Corporation Secretary		Address		
	<u>Cedar Rapids</u>	<u>IA</u>	<u>52401</u>		
	City	State	Zip		
	Phone		Fax		



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Avenue SE
 Cedar Rapids, IA 52401

Item # 9.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SETH PIETSCH, ASHLEY PIETSCH, KIMBERLY SMITH, NICHOLAS WAECHTER, JASON JORDAN, TALIA ELLISON, JENNIFER LOVANH, STEPHEN MORA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted shall expire the 5th day of March, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

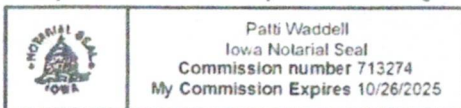
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2024

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 5th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.




 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 30th day of May, 2025



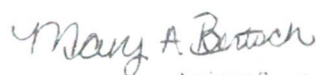
By: 
 Assistant Secretary,
 UFGI & UFI & FPIC

EXHIBIT G

Additional Documents: Work plan & Schedule, Schedule of values & City of Sandy Business License.



1200 SE 282nd Ave. Gresham, OR 97080
Phone: 503-663-5472 | Fax: 503-663-2356
OR CCB: 186472 | WA: N8EXCE*833PW

PROJECT NARRATIVE

City of Sandy

Project: Deer Pointe Park

Re: N8 Excavation Project Narrative

1. Plans for Staging the Project

- The general overview is to clear the site of vegetation and trees to get ready for grading to balance the site followed by utilities. Once utilities are complete, we will start prepping the site for concrete and asphalt. The basketball area has multiple components with paving, the surfacing, and the structure. The key with the irrigation/landscaping is to make sure the plants/grass is installed around the October time period, allowing irrigation to be installed prior. Coordination/scheduling will need to be discussed on when the playground structure will be installed along with the picnic shelter.

2. All critical activities

- No critical activities or lead times are currently affecting the project.

3. Hours/Traffic Control

- We are planning for daytime work. Allowable hours for daytime work Mon-Fri 7 AM to 6 PM.

4. Procurement of Critical Materials

- None at this time

5. Coordination of utilities and any immediate concerns from impacts/delays

- We will call in utilities prior to starting work. We will pothole to verify located utilities are not in conflict with work.

6. Changes with schedule this month

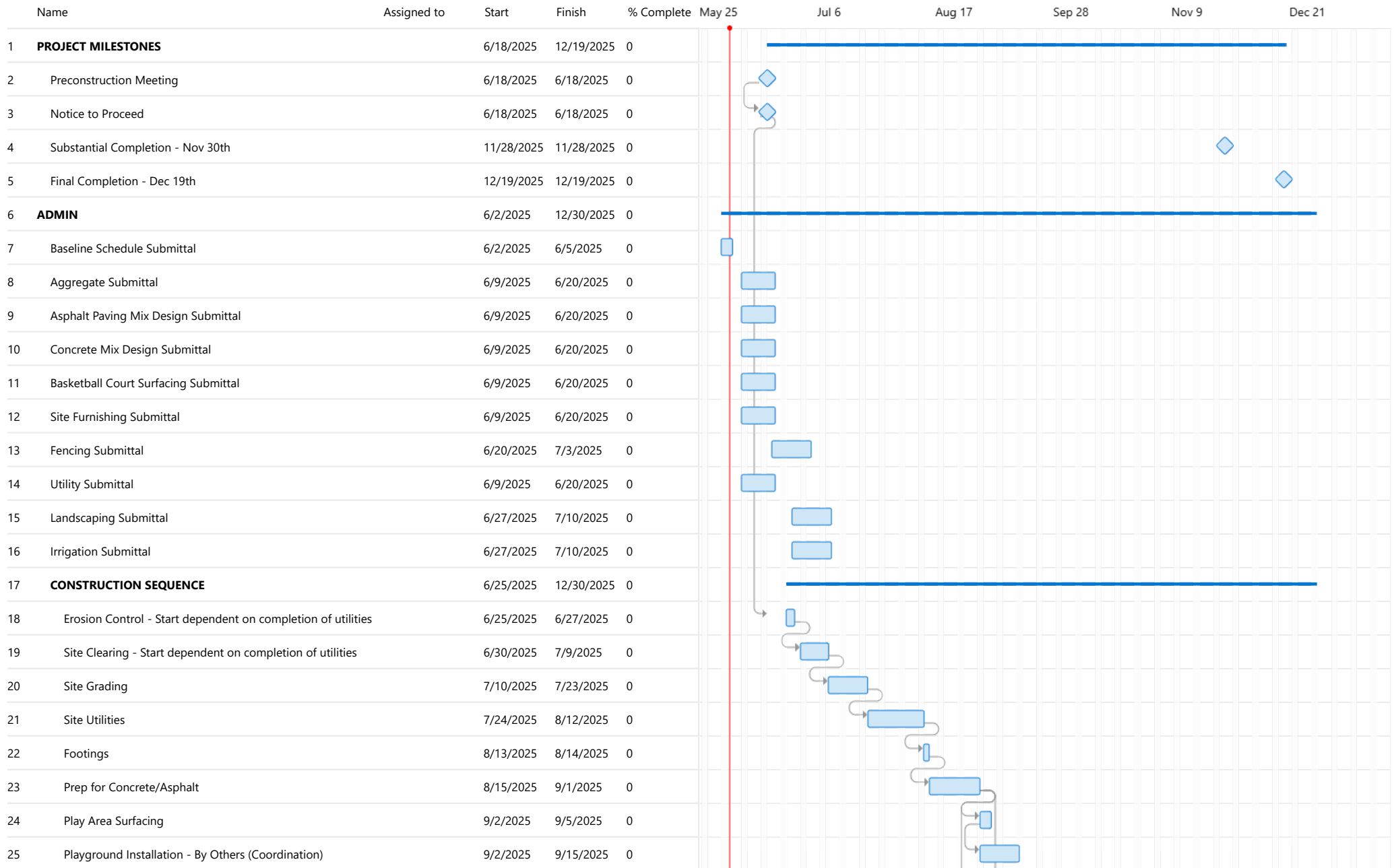
- N/A

7. General Comments

- N/A

Deer Pointe Park

Item # 9.



Deer Pointe Park

Item # 9.



Deere Pointe Park Schedule of Values							
BI	Description	Value	Quantity	Unit	Unit Rate	Total	Notes
1	Mobilization	\$ 57,000	2	EA	\$ 28,500	\$ 57,000	50% Paid at 5% and 100% Paid at 10%
2	Site Clearing	\$ 55,000	100	Percent	\$ 550	\$ 55,000	Paid as work progresses
3	Construction Staking	\$ 15,000	100	Percent	\$ 150	\$ 15,000	Paid as work progresses
4	Erosion Control	\$ 20,000	100	Percent	\$ 200	\$ 20,000	Paid as work progresses
5	Tree Removal	\$ 18,000	100	Percent	\$ 180	\$ 18,000	Paid as work progresses
6	Earthwork	\$ 62,000	100	Percent	\$ 620	\$ 62,000	Paid as work progresses
7	Soil Preparation	\$ 50,000	100	Percent	\$ 500	\$ 50,000	Paid as work progresses
8	Concrete Paving	\$ 156,000	100	Percent	\$ 1,560	\$ 156,000	Paid as work progresses
9	Concrete Curbs	\$ 10,000	100	Percent	\$ 100	\$ 10,000	Paid as work progresses
10	ROW Asphalt Paving	\$ 2,000	100	Percent	\$ 20	\$ 2,000	Paid as work progresses
11	Basketball Court/Surfacing	\$ 55,000	100	Percent	\$ 550	\$ 55,000	Paid as work progresses
12	Site Furnishings - Drinking Fountain, (2) Basketball Hoops	\$ 33,000	100	Percent	\$ 330	\$ 33,000	Paid as work progresses
13	Play Area Surfacing	\$ 34,000	100	Percent	\$ 340	\$ 34,000	Paid as work progresses
14	Basketball Shelter Installation	\$ 123,000	100	Percent	\$ 1,230	\$ 123,000	Paid as work progresses
15	Fencing	\$ 32,000	100	Percent	\$ 320	\$ 32,000	Paid as work progresses
16	Utilities	\$ 111,000	100	Percent	\$ 1,110	\$ 111,000	Paid as work progresses
17	Trees, Shrubs, and Groundcover	\$ 66,000	100	Percent	\$ 660	\$ 66,000	Paid as work progresses
18	Grasses	\$ 43,000	100	Percent	\$ 430	\$ 43,000	Paid as work progresses
19	Irrigation System	\$ 56,000	100	Percent	\$ 560	\$ 56,000	Paid as work progresses
	Total Lump Sum Items	\$ 998,000				\$ 998,000	



BUSINESS LICENSE CERTIFICATE

01/01/2025 THRU 12/31/2025



APPROVED This license has been reviewed by the municipality and approved.

This certificate is accurate as of 01/07/25 12:12 PM. For real-time status on this license, visit licenseregistrar.com.

License No. 0002-01358	Program OUTSIDE CITY LIMITS
BUSINESS INFORMATION Business Name N8 HOLMLUND INC DBA N8 EXCAVATION Business Address 1200 SE 282ND AVE GRESHAM, OR 97080	CONTACT INFORMATION Contact Name BLAKE TURIN Contact Address 1200 SE 282ND AVE GRESHAM, OR 97080

The person, firm or corporation named above is granted this certificate pursuant to the provisions of the License Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of this certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State.

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

NOT TRANSFERABLE - VOID IF ALTERED

