



CITY COUNCIL MEETING

Tuesday, February 20, 2024
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/81646304721>

Or by phone: (253) 215-8782; Meeting ID: 81646304721

CITY COUNCIL EXECUTIVE SESSION – 6:00 PM

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

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

Note: this meeting includes a public hearing on code amendments related to the Clear and Objective Audit. The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

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

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

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

1. [City Council Minutes: February 5, 2024](#)
2. [Resolution 2024-05: Delegation of Authority to Approve Solid Waste Franchise Rate Adjustments](#)
3. [Contract Amendment: Operations, Maintenance and Management Services for the Drinking Water and Wastewater Treatment Plants](#)

NEW BUSINESS

4. [Public Hearing: Ordinance 2024-01: Clear and Objective Code Audit \(Land Use File No. 23-046 DCA\)](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

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

ADJOURN

SANDY URBAN RENEWAL BOARD MEETING TO FOLLOW REGULAR MEETING ADJOURNMENT

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, February 05, 2024 at 6:00 PM

Sandy City Hall and via Zoom

MINUTES

WORK SESSION - 6:00 pm

1. Sandy Museum & Chamber of Commerce Funding Discussion

The Economic Development Manager summarized the staff report, which was included in the agenda packet. Ann Marie Amstad and Khrys Jones provided an overview of the funding requests from the Sandy Historical Society and Museum (Museum) and the Sandy Area Chamber of Commerce (SACC), respectively.

Discussion Pertaining to the Museum:

- The number of Museum staff
- The amount of annual expenditures on the Visitor Center specifically
- History of City grants to the Museum
- Possibilities for County funding through tourism grants, particularly for the Visitor Center
- The cost of hiring a director

Discussion Pertaining to SACC:

- History of SACC funding sources and recent funding difficulties
- Overview and history of the Business Resource Center (BRC) program, which started as a COVID-19 recovery initiative and has since transitioned to providing more general business support, facilitation, and information. Marketing, legal assistance, and job fairs were mentioned as examples of services provided.
- Organization of the BRC under the greater umbrella of SACC. It was noted that the BRC provides services to all businesses, not just SACC members
- Impending loss of BRC funding, despite continuing needs of local businesses
- Discussion concerning the BRC's value proposition
- History of previous City grants to SACC
- Concern about potential duplication of services between the BRC and area small businesses development centers
- Emphasis on the importance of leveraging tourism; suggestion that providing City funding directly for tourism initiatives would be more prudent
- Revenue projections for City transient room taxes
- Discussion of regional destination marketing organizations, and the need for Travel Oregon to dedicate more resources to the Sandy area

- Emphasis on the need for a SACC grant to be supported by clear benefits within Sandy city limits

At the end of the discussion, it was agreed that three Council Members should work with the City Manager to develop desirable funding solutions for these organizations moving forward. It was also requested that actions to authorize funding for SACC and the Museum for this current year should be placed on an agenda separately.

REGULAR MEETING – 7:00 pm

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

Amy Hardesty: Expressed appreciation for everyone's public service. Loves Sandy; lives outside city limits but wants what's best for the town. Believes Chief Jensen is not the right choice for police chief. Stated that racially insensitive and sexist remarks from Chief Jensen at the community reception were not followed up on. Noted that Chief Jensen did not list references from his recent employers. Is disappointed that the City did not release comment cards from the receptions; stated they would show support for Interim Chief Lundry; has filed an appeal to reverse this decision. Is concerned that Chief Jensen is already retired. Provided an overview of Interim Chief Lundry's accomplishments and community relationships. Asked the City Manager to change the hiring decision given new information.

Faith Stewart: Provided written comments (attached to these minutes). Referred to her recent meeting with the City Manager, and Chief Jensen's vision for the department. Expressed concern about a video in which Chief Jensen's nunchucks were used to cause injury to an individual. Received feedback from individuals in Logan, Utah who either do not support Chief Jensen, or are unwilling to go on record about him.

Toby Hardesty: Stated that he is sad that Interim Chief Lundry was not selected for the police chief position. Stated that Lundry gave him a challenge coin, and has always been nice to him and his friends.

Shawna Lundry: Provided written comments (attached to these minutes). Is a law enforcement veteran, and these comments are her own. Stated that Council Members wanted a clear and transparent recruitment process, but that has not taken place. Stated that racist and misogynistic comments from Chief Jensen at the community reception were not acted upon by City staff. Stated that Chief Jensen injured her hand and spoke to her condescendingly at the reception. Provided an overview of concerns about Chief Jensen expressed on social media. Provided an overview of the City's decision to withhold certain records that were asked for in a public records request; stated that she had wanted records to be provided with redactions; stated that she does not agree that releasing the records would harm the public interest. Stated that the City Manager's hiring decision was influenced by his ego; stated that he needs to listen to public feedback.

Lori Pyles: Stated that she has watched an erosion of community trust in the City; cited pool demolition and this hiring decision as examples, saying the public does not understand or support these actions. Expressed concern that Chief Jensen is interested in retirement; stated this does not make sense. Stated everyone she has spoken with wanted Interim Chief Lundry to be hired.

Jolie Phanton: Expressed appreciation for everyone's public service. Attended the community reception and was disappointed with the hiring decision. Stated that the decision reflects a failure to grasp small town values, and that community concerns fell on deaf ears. Stated she hopes her comments are considered by the City. Stated that Interim Chief Lundry has proven his worth, as well as his dedication and support in the community. Stated that Chief Jensen is not invested in the community; and that she is not confident in Chief Jensen's leadership, character, and values. Hopes the City Manager will reconsider the decision.

Kendal Pelton: Recounted how Interim Chief Lundry helped her son navigate a legally challenging situation; her son is now clean, sober, and starting a new business due to the help and support provided by Lundry. Does not understand how Chief Jensen fits the ethics of the town. Stated that Interim Chief Lundry should have been hired. Expressed longevity concerns about Chief Jensen. Expressed concern that the input of Nunpa with AntFarm and Clackamas County may not have been considered. Also stressed that the needs of Senior Center patrons need to be respected with regard to scheduling and space programming in the facility.

Tristan Hardesty: Stated that he does not know Chief Jensen, but can speak to the character of Interim Chief Lundry. Recounted that he participated in a recent simulation exercise with police personnel. Has always found Interim Chief Lundry to be kind and a strong supporter of the community; recounted his volunteer efforts and involvement, including with his church, the D31 Foundation, and AntFarm. Stated that Interim Chief Lundry is deeply engrained in the community, and that the community needs a hands-on leader rather than a distant leader.

Once the public comments had concluded, multiple Council Members offered remarks in response. Mayor Pulliam summarized the thorough process that was undertaken to conduct the police chief recruitment, and the multiple inputs into the City Manager's decision. He also made observations about the City Charter, and the fact that other hiring models exist in other cities. He expressed support for the City Manager and for Chief Jensen. He noted that the recruitment is a human resources matter, and that as such certain information is not

disclosable. He encouraged attendees to continue to participate in the public process and stay at the table.

Councilor Hokanson thanked attendees for coming to the meeting and participating in the public comment process. He reflected on his participation on the Leadership Panel during the recruitment process and praised all three finalists. He noted that the process followed is common in many cities. He noted the advantages to ensuring candidates undergo a rigorous process and earn the position on their own merits. He noted the importance of avoiding age discrimination. He observed that during his panel's interview of Chief Jensen, Jensen speared to have the most experience and emotional intelligence, and expressed a commitment to diversity in policing. He stated that the other police chiefs on the panel expressed no concern with an out of state hire.

Councilor Mayton agreed that all the finalists were strong, and that he supports the City Manager's decision. He did suggest that it would have been preferable to have any concerning news items provided as part of the interview panel materials, though he noted that the process is not yet over and that a robust background check is now underway.

Councilor Walker expressed that a six figure salaried position warrants a thorough recruitment process. She expressed praise for the Sandy Police Department. She stated that while disappointment is understandable, not all human resources matters are disclosable. She expressed concern about the lack of a vocal welcome for Chief Jensen, which is not helpful for the transition, but she is hopeful for the future.

RESPONSE TO PREVIOUS COMMENTS

(none)

CONSENT AGENDA

2. City Council Minutes: January 16, 2024
3. Resolution 2024-04 Business Oregon Funding For Alder Creek Water Treatment Plant Membrane Filtration Improvements

Prior to the motion to adopt, staff provided an overview of the Business Oregon loan and the overall funding strategy for the drinking water system reinvestment program.

MOTION: Adopt the consent agenda

Motion made by Councilor Walker, Seconded by Councilor Exner.

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

MOTION CARRIED: 7-0

PRESENTATIONS

4. Audit Presentation - Fiscal Year Ended June 30, 2023

Tim Gillette with Talbot, Korvola & Warwick LLP presented the audit for the fiscal year ending on June 30, 2023, which was clean and without material weaknesses. In response to a Council question about the City's debt, he stated that the City's total net position is positive.

NEW BUSINESS

5. Creation of an Advanced Financing Reimbursement District for 362nd and Bell Street Improvements

The Public Works Director summarized the staff report, which was included in the agenda packet along with presentation slides.

Council discussion centered around the following issues:

- The timing of when payments would be required
- Rationale for having a termination point of the district
- Balance between the need for reimbursement and the need to avoid limiting development potential
- Comparisons to AFRDs in other cities
- Suggestion that development should be the highest priority
- Overview of the budget impact of constructing the road
- Options for pursuing a reimbursement SDC mechanism in the new transportation system development charge (TSDC) methodology
- Discussion on potential interest rates and term lengths, and the need to see projected collection amounts using different variables
- Discussion on possible apportionment models – developable area versus street frontage
- Suggestion that not knowing the purchase price of properties makes it difficult to decide how to set the terms of an AFRD
- Question as to whether the Urban Renewal Fund could potentially pay for a portion of AFRD payments as a development incentive
- Suggestion that the district value should be lowered to avoid discouraging development
- Recognition that not pursuing an AFRD will limit the City's ability to complete other projects in the Transportation System Plan
- Concern about Sandy's ability to recruit large businesses in the past

The Council asked staff to develop more information for discussion at a future meeting. Information sought included: data from successful AFRDs in other cities, options for reimbursement component in the new TSDC methodology, options for leveraging urban renewal funding, and projected collection figures for a district with valuation options of 30%, 20% and 10% of the project cost.

REPORT FROM THE CITY MANAGER

- Overview of the Tickle Creek Trail cleanup and restoration effort; discussion about the sensitivity of working in the riparian area; overview of the subject matter experts being

consulted; discussion of the Clackamas River Watershed Council Supplemental Environmental Project; discussion of the extent of the damage and risks of further degradation

- Discussion of Fire District representation on the Urban Renewal Board; suggestion for staff to determine how other boards are structured; discussion of the history and context surrounding the representation on Sandy's urban renewal board
- Update from the City's government relations consultant: overview of the disparate infrastructure efforts underway in the Legislature, including bills focused on programs versus direct project funding; distinctions between this process and the traditional capital construction funding process. The City is pursuing multiple options to ensure the highest chances of securing funding.

COMMITTEE / COUNCIL REPORTS

Councilor Hokanson

- Praise for the individuals who delivered public comments
- The Council needs to better understand the Chamber of Commerce's value proposition
- Praise for the work performed on the drinking water reinvestment project
- A Winterfest committee is needed

Councilor Exner

- The Council should tour the City's drinking water facilities
- Parking on Vista Loop Drive needs to be improved

Councilor Walker

- Water / Wastewater Subcommittee meetings have been productive
- County funding for the Hoodland Library needs to be revisited

Councilor Sheldon

- CCA dinners are very beneficial
- More proactive communication should occur with the community about development and new housing policy coming from the State
- A meeting with the School Board is needed

Council President Smallwood

- The high school needs to change their pickup location
- A city charter review process is needed, as the document is over 50 years old. The decision to hire a Police Chief is bigger than one person. Some other cities have different processes for making such hires.
- Does not agree with the choice for Police Chief

Councilor Mayton

- Block 3 of Comprehensive Plan goals and policies is being reviewed
- The interview panel process for the Police Chief could have been improved by providing candidate internet search results to panelists

Mayor Pulliam

- Praise for the individuals who delivered public comments; reminder on the importance of the background check process
- The legislative session may put the City in the position of receiving infrastructure funding while also accepting new housing policy
- County vouchers are being used to shelter individuals in the Best Western
- Branding consistency is important for the City, including on City vehicles

STAFF UPDATES

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

ADJOURN

Hi, my name is Faith Stewart. I live here, run a couple of local businesses, and volunteer with D31, co-chairing National Night Out, which funds Shop With A Cop and the Community Kindness Program.

I am here tonight with my concerns as a member of the community.

Last week in a meeting with the city manager and assistant city manager, I asked what Mr. Jensen's new vision for the police department is, because the things on his resume have already been done in Sandy. The answer was that he will take a wait and see approach, learn, and view things through a different lens. We all view things through a different lens, so **I'd still like to hear what his new vision for the police department is, because it must have played a big part in the decision, and it must be good for the community of Sandy.**

The Law Enforcement Code of Ethics holds police officers to a higher standard of professional performance both on and off the job. **Have you all seen the nun chucks video?** If you haven't, it was recorded after a concert, and in the video Mr. Jensen and some other officers are standing around inside the venue. Mr. Jensen hands his weapon to another officer, who uses it to whip another man who shows the camera the mark it made. Mr. Jensen then shakes the man's hand and gives him a challenge coin. Yes, this was a number of years ago, but it was still the Chief of Police in his uniform, leading by example.

How is this good for the community of Sandy? What if former Chief Roberts or Interim Chief Lundry had handed over their baton to someone to strike another person with while being recorded and standing there on duty?

Lastly, I understand that it can be a liability for an employer to give an employee a bad review. What I have learned through talking with people in Logan City, Utah is that those who have worked with or under Mr. Jensen dislike him, and those who worked above him (for example the mayor, HR) automatically give him positive reviews. Why do you think so many people I've spoken with in Utah are afraid to go on record with statements about their personal experience? **How is this going to be good for us, the community of Sandy?**

Thank you and I yield the remainder of my time.



International
Association of
Chiefs of Police

The IACP adopted the Law Enforcement Code of Ethics at the 64th Annual IACP Conference and Exposition in October 1957. The Code of Ethics stands as a preface to the mission and commitment law enforcement agencies make to the public they serve.

Law Enforcement Code of Ethics

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

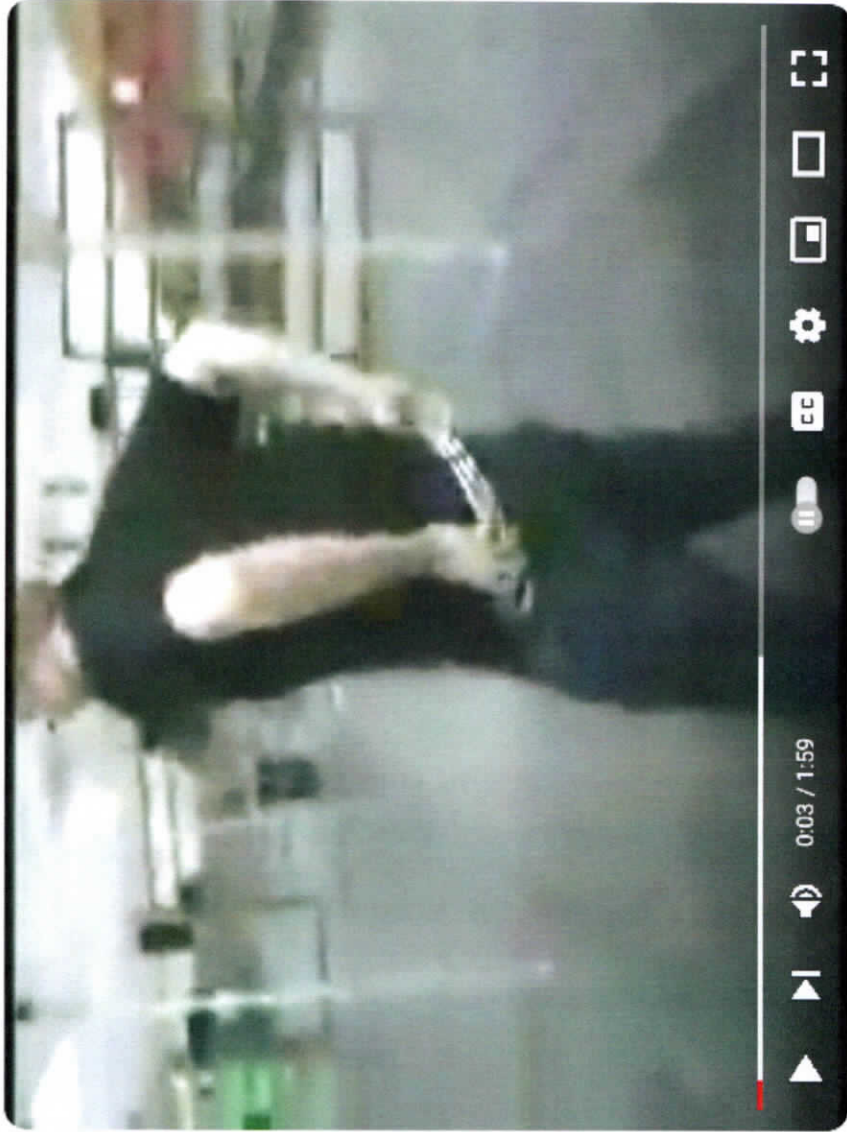
I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.



Vernal ass whip

Josh Clark
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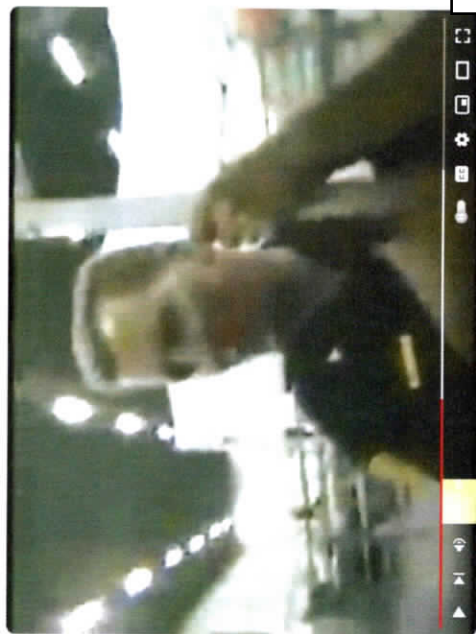
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10,433 views Jun 12, 2007

This is my boss hitting one of the crew guys joe with this cops knunchucks in vernal utah after a concert were innocense lost opened for Skillet.



Vernal ass whip

Josh Clark

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Item # 1.

ATTACHED TO 02/05/2024 CITY COUNCIL MINUTES

My name is Shawna Lundry. I live at 37788 Coralburst Street here in Sandy. I know that I am given three minutes to speak and if I exceed this, I have others in attendance who are willing to give me their time if I go over. I have a lot to say and I wanted all of you to be aware of this should I exceed my initial time allotment.

I want to make it clear that this is my statement as a City of Sandy business owner, city resident, taxpayer, and community volunteer. As a 16-year veteran in law enforcement I am a strong supporter of our police and feel compelled to speak publicly to advocate for those who cannot safely do so for fear of reprisal by their employer.

When awarding the city manager contract to Jensen Strategies, Councilor Walker made certain that the language "**Clear and transparent process**" was included as a condition of employment for the next city manager referencing that an outside police chief search be conducted. All of you were in favor of this language.

At the completion of the police reception city manager Deems and HR Manager Welty received a complaint from the Sandy Police Association related to Mr. Jensen's perceived misogynistic and culturally insensitive comments directed towards a sergeant of Hispanic descent and a female officer. I am told there is no record of this highly concerning complaint being acted on by either Deems or Welty. I believe the release of the police reception comment cards will contain information supporting this complaint as voiced by our Sandy officers.

I attended the community reception on January 3rd made up of many representative stakeholders to include Oregon Trail School District, Sandy Helping Hands, D31 Foundation, Mt Hood Hospice, Sandy Chamber, Ant Farm, Sandy Police Association, Clackamas County Peace Officers Association, and Councilors Exner, Walker, and Sheldon were also in attendance,

As a community member at the reception, I prepared a question that I asked each candidate. No candidate was aware of what I was going to ask as I wanted to make an informed decision. As I approached Mr. Jensen, he looked me in the eyes sternly, grabbed my right hand and squeezed it, and said in a condescending tone, "**I've been looking forward to meeting you, Shawna. I really appreciate the way you've been working the room for Sean.**" As Mr. Jensen said this, he squeezed my right hand so hard that it hurt and remained hurting as I documented the negative interaction on my comment card approximately 45 minutes later. My hand continued to hurt for the next two days.

Mr. Jensen provided no knowledge about the Sandy community or gave any other reason for wanting to be the chief of police except he was tired of shoveling snow at his current residence in Utah and wanted a more "**temperate climate**". Are those who attended really supposed to believe the City of Sandy's official statement that Jensen is the leader our community needs "**to continue its commitment to excellence in public safety?**" My direct knowledge gained from attending this reception is that the community does not feel this way.

According to a public statement made by Councilor Hokanson using a Facebook account that identified himself as a city councilor stated that he was involved with the selection process for police chief. Councilor Hokanson publicly supported Mr. Jensen as standing out from the rest of the candidates and that Deems made a solid decision for our community. Did Councilor Hokanson get to see the comment cards from the police and community receptions? He wasn't there in person so I am curious how he can make this definitive statement unless he has seen all the information available. Councilor Hokanson himself said he would need to "**consider all input**" and investigate any "**areas of concern.**" If Councilor Hokanson got to see everything, why can't we? If he didn't see everything and was speaking from his limited involvement in the process that is poor leadership from a publicly elected official and deceptive behavior.

Many community members, police officers, and staff members were highly surprised by Deem's decision as it was so inconsistent with their perceptions and provided feedback. So many in fact comments on social media led to the print media getting involved. A quick google or youtube search of Gary Jensen shows the same negative perceptions by Utah residents as were observed by police staff and myself in a short period of time. I agree that anyone can say anything online, however these same issues brought up by residents of Logan, Utah were the same things we confirmed independently and without fore knowledge. Does this not matter to Deems and this council?

Several members made public records requests for the city to release the comment cards with all identifying information being redacted to ensure privacy. The city's official response has been to deny each request under "**internal advisory communications**" and "**confidential.**" Deputy City Manager Jeff Aprati said, "**the public interest would suffer by the disclosure.**" How would the public interest suffer by the release? Is this how the city council who oversees all policy and oversight wants their city to respond to public requests of this magnitude with such substantial interest? The lack of transparency and accountability is atrocious.

Look at all of us here. We all have better things to do but we are all here because nothing about this decision makes sense. This decision demonstrates that City Manager Tyler Deems does not care about the well-being or desires of our police officers or community in who leads our police department. He made a choice not supported by the process but by his own ego. How do you expect our officers to work for Mr. Jensen when they don't support this decision? How do you expect the community to accept it when they were clear about who they wanted?

All of you speak often to wanting more engagement and public involvement from your constituents. We as taxpayers are frustrated with appointed city leaders who continually don't represent our best interests. We continue to pay higher fees and higher property/business taxes to pay salaries, PERS, and other fringe benefits without any consideration. These same leaders who don't live in our city whose decisions don't impact their families, their safety, or their overall quality of life. The utter lack of

accountability for this decision must be challenged when it is so inconsistent with what we as residents who took part in the process know to be the truth. Hiding behind exemptions may be lawful but delivers an awful message to our community and police officers who want this information public.

Councilor Hokanson added in his public statement that “**police chief is not an elected position**” and that most residents had not attended the town hall to “**offer an opinion**” nor was a vote taken. Using that same logic, does every single resident eligible to vote come out for a city council election? Does that make the election, or the voices represented in the votes any less valid?

The police chief was not elected nor did every community member attend the community reception. Those who did took the opportunity provided to have their voices heard believing that their opinions mattered. Police officers and other staff took time out of their lives to attend a staff reception because they knew how important it was for their voices to be represented in maintaining the stability they currently enjoy. This decision does not represent most of our voices as evidenced by the outpouring of emails, social media posts, in person meetings, and all of us here tonight.

You all were elected by the people, for the people to advocate for the will of your constituents, not your own agendas, biases (implicit or explicit), or subjective opinions formed by sitting on a single panel and proclaiming publicly who rose above the rest. The fact that we are all here should be a clear and convincing testament to this decision needing further scrutiny. You controlled the requirements of the process, and you all were involved in influencing that decision. You hired City Manager Deems and you are his direct supervisor. You gave him the authority to make this incredibly important decision. Hold him accountable to those he serves by making all the records public. In policing we had a saying, “Trust but Verify.” I encourage you to do that very thing.

As Sandy residents yourselves, please stand with me in demanding full transparency so the community can be informed. Let us see for ourselves that Deems’ decision and Councilor Hokanson’s support are truly representative of a fair and transparent process. I urge you to order the full release of all records as there is substantial public interest in doing so.

For the proper functioning of government, the public must trust the process and that their best interests are being represented. Transparency requires a public that can access, understand, and use the information it receives from the local government. I am asking for information used in a public process, freely given in a public setting, for the hiring of one of the most important public official positions within our city to be shared with all of us. We who took part gave it freely, never believing it would be some big secret. Thank you for your time. I have copies of this for each of you and I will be providing one to the media, so my words are captured as stated.

Shawna M. Lundry



STAFF REPORT

Meeting Type: City Council
Meeting Date: February 20, 2024
From: Jeff Aprati, Deputy City Manager
Subject: Delegation of Authority to Approve Solid Waste Franchise Rate Adjustments

DECISION TO BE MADE:

Whether to adopt Resolution 2024-05, delegating to the City Manager the authority to review and approve annual adjustments to solid waste franchise rates.

BACKGROUND / CONTEXT:

The City awards an exclusive franchise to provide collection and transportation of solid waste, recyclable materials, and yard debris within city boundaries. The franchise is currently held by Hoodview Disposal & Recycling; the current franchise agreement is attached to this staff report [and can be linked to directly here](#).

Per Section 7.3 of the franchise agreement, the franchisee is entitled to an annual adjustment of rates. The last increase went into effect in March 2023. Hoodview has submitted a letter to the City requesting an increase for 2024; their letter is attached to this staff report. They request an effective date of March 1, 2024.

Section 7.3 of the franchise agreement states that rates “shall be adjusted annually, with City Council approval.” Section 13.12 of the franchise agreement states that “The City Council may delegate, in writing, authority to the City Manager.”

KEY CONSIDERATIONS / ANALYSIS:

Efficient Use of Council Time

At the council meetings on [January 3, 2023](#) and [January 17, 2023](#), when the most recent rate increase was considered, Council Members expressed frustration that they are annually asked to grant approval for solid waste rate increases via council resolution, despite the fact that the terms of the franchise agreement leave the Council relatively little discretion.

The agreement states that the ‘operating component’ of rates is derived from the Consumer Price Index (CPI), and the ‘tipping fee’ component of rates is simply a pass through of the actual costs incurred by the franchisee for disposal of waste. The process for approving rate increases is thus essentially administrative in nature; it involves (1) ensuring that the data informing the requested increase is accurate, and (2) confirming that the terms of the franchise agreement are met. Administrative

processes are more efficiently handled by the City Manager, especially while the City Council has numerous important matters to attend to at the policy-making level.

Delegation of Authority

As stated above, the franchise agreement gives the Council the ability to delegate its authority to approve rate increases to the City Manager. Resolution 2024-05 would effectuate that delegation. The franchise agreement also provides for further delegation of authority to subordinate employees, but that is not recommended by staff and is not included in the resolution.

It is important to note that the Council has the ability to reclaim rate approval authority at any time by repealing or amending Resolution 2024-05. The resolution also states that the City Manager may still choose to bring certain rate increases before the City Council if the Manager determines such action to be appropriate.

As a matter of course, the City Manager will keep the City Council informed of all rate increase matters, and will instruct staff to ensure that the public is informed of any increases well in advance of their effective dates.

Requested Increase for 2024

Hoodview submitted a letter to the City requesting a rate increase for 2024; their letter is attached to this staff report. They request an effective date of March 1, 2024, though staff's opinion is that an effective date of April 1, 2024 would provide more appropriate notice for residents.

The 2024 requested rate increase is equal to approximately 4.2%; \$1.49 per month for the standard 35-gallon cart service. This is lower than the 5.6% (\$1.89) increase that [was approved](#) in January 2023.

Rate Calculations

Monthly rates are comprised of two separate components: operating and tipping fees.

- The formula to calculate the operating component of the fee is based on 80% of the annual change in CPI-U or 5%, whichever is less. The period used for this CPI measurement was the first half of 2022 versus the first half of 2023. The resulting change in CPI-U was equal to 4.08%, which is reflected in the requested **\$0.86 increase** for typical Sandy customers.
- The tipping fee component of the rate has two distinct elements: solid waste disposal and yard debris processing (this is simply a pass through of increases in tipping fees):
 - Solid waste disposal tipping fees saw a 4.08% increase this year, resulting in a requested **\$0.48 rate increase** for typical Sandy customers.
 - Yard debris processing tipping fees saw a 3.57% increase this year, resulting in a requested **\$0.15 rate increase** for typical Sandy customers.
- In sum, the three elements of the requested increase total **\$1.49 per month** for the standard 35-gallon cart service.

Due Diligence

Per the direction provided by the Council in 2023, staff performed due diligence to ensure that the tipping fees cited by the franchisee are indeed accurate, and that the CPI calculation has been performed correctly.

RECOMMENDATION:

Because the process for approving rate adjustments is administrative in nature, staff recommends approval of Resolution 2024-05, delegating authority to approve solid waste franchise rate adjustments to the City Manager.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2024-05."

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2024-05
- Solid Waste Franchise Agreement
- Rate Increase Request Letter
 - Proposed Residential Rates
 - Proposed Commercial Rates



RESOLUTION NO. 2024-05

A RESOLUTION DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE SOLID WASTE FRANCHISE RATE ADJUSTMENTS SUBJECT TO THE TERMS OF THE FRANCHISE AGREEMENT

WHEREAS, the City of Sandy awarded an exclusive franchise to Hoodview Disposal & Recycling (the Franchisee) for solid waste collection, container service, and certain other services; and

WHEREAS, in accordance with Sections 7.3 and 7.4 of the Franchise Agreement between the City and the Franchisee dated July 1, 2014 (the Franchise Agreement), the Franchisee is entitled to an annual adjustment of rates, subject to the terms of the Franchise Agreement; and

WHEREAS, Section 7.3 of the Franchise Agreement states that rates shall be adjusted annually, with City Council approval; and

WHEREAS, Section 13.12 of the Franchise Agreement states that “The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees”; and

WHEREAS, it appears to the City Council that the review of annual rate adjustments under Sections 7.3 and 7.4 of the Franchise Agreement are routine in nature and therefore appropriate for delegation to the City Manager.

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

Section 1: The City Council hereby delegates authority to the City Manager to review and approve annual rate adjustments under Sections 7.3 and 7.4 of the Franchise Agreement, subject to the terms of the Franchise Agreement.

Section 2: The City Manager may not further delegate such authority to subordinate employees.

Section 3: Nothing in this Resolution shall prevent the City Manager from bringing the review and approval of annual rate adjustments under Section 7.3 and 7.4 of the Franchise Agreement before City Council if the City Manager determines such action to be appropriate.

Section 4: This Resolution shall be effective immediately upon adoption and shall remain in effect until repealed or amended by the City Council.

This resolution is adopted by the City Council of the City of Sandy this 20th day of February, 2024.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder



Franchise Agreement
Between
City of Sandy, Oregon
And
Hoodview Disposal & Recycling, Inc.
For
Solid Waste, Recyclable Materials
And Yard Debris Collection Services

July 1, 2014

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- 1 CITY FACILITIES
- 2 RATES FOR RATE PERIOD MAY 1, 2005 THROUGH DECEMBER 31, 2006
- 3 FAITHFUL PERFORMANCE BOND
- 4 NOTARY CERTIFICATION

1 **FRANCHISE AGREEMENT BETWEEN**

2 **THE CITY OF SANDY**

3 **AND**

4 **HOODVIEW DISPOSAL & RECYCLING, INC. FOR SOLID WASTE,**
5 **RECYCLABLE MATERIALS,**

6 **AND YARD DEBRIS COLLECTION SERVICES**

7 This Franchise Agreement (Agreement) is entered into this 1st day of October 2004, by
8 and between the City of Sandy, Oregon (City) and Hoodview Disposal & Recycling, Inc.
9 (Company) for the Collection, transportation, and Disposal of Solid Waste and the
10 Collection, transportation, and Processing of Recyclable Materials and Yard Debris.

11 **RECITALS**

12 This Agreement is entered into with reference to the following facts and circumstances:

13 WHEREAS, City issued a Request for Proposals (RFP) and Draft Franchise Agreement
14 for Solid Waste, Recyclable Materials, and Yard Debris Collection Services on January 20,
15 2004; and,

16 WHEREAS, Company prepared and submitted a proposal dated April 8, 2004 to provide
17 the services outlined in City's RFP and Draft Franchise Agreement; and,

18 WHEREAS, City has reviewed Company's proposal, relied on the representations
19 therein, and has determined that Company's proposal, as revised during negotiations
20 between City and Company, best meets the goals and objectives of City for Solid Waste,
21 Recyclable Materials, and Yard Debris Collection services; and,

22 WHEREAS, the Legislative Assembly of the State of Oregon, by enactment of the 1993
23 Oregon Revised Statutes (ORS), has declared that it is a matter of statewide concern for
24 local agencies to make adequate provisions for Solid Waste handling and the opportunity
25 to Recycle within their jurisdictions; and,

26 WHEREAS, the City Council of City has determined that the public health, safety, and
27 well-being require that an exclusive Franchise be awarded to a qualified company for the

1 Collection, transportation, and Disposal of Solid Waste and the Collection,
2 transportation, and Processing of Recyclable Materials, and Yard Debris; and,

3 WHEREAS, City and Company are mindful of the provisions of the laws governing the
4 safe Collection, transfer, and Disposal of Solid Waste, ORS 459 and ORS 459A, the
5 Resource Conservation and Recovery Act (RCRA), and the Comprehensive
6 Environmental Response, Compensation and Liability Act ("CERCLA"); and,

7 WHEREAS, City and Company desire to leave no doubts as to their respective roles, and
8 by entering into this Agreement, City is not thereby becoming a "generator" or an
9 "arranger" as those terms are used in CERCLA § 107(a)(3), and it is Company, not City,
10 which is "arranging for" the Collection, removal, transportation, and Disposal of Solid
11 Waste which may contain Hazardous Substances; and,

12 WHEREAS, the City Council of City declares its intention of maintaining reasonable
13 Rates and quality service related to the Collection, transportation, and Disposal of Solid
14 Waste, the Collection, transportation, and Processing of Recyclable Materials and Yard
15 Debris, and other services; and,

16 WHEREAS, City and Company (Parties) hereto desire to enter said Agreement.

17 NOW, THEREFORE, in consideration of the premises above stated and the terms,
18 conditions, covenants and agreements contained herein, the Parties do hereby agree as
19 follows:

ARTICLE 1

DEFINITIONS

1.1 Agreement

"Agreement" means this Franchise Agreement between City and Company for Collection, transportation, and Disposal of Solid Waste and the Collection, transportation, and Processing of Recyclable Materials and Yard Debris, including all Exhibits and attachments, and any amendments thereto.

1.2 Approved Disposal Site

"Approved Disposal Site" means the Columbia Ridge Landfill and the Riverbend Landfill, both of which are owned and operated by Waste Management Incorporated, a Subcontractor to the Company, unless the City designates a different Disposal Site in accordance with Section 3.3 or accepts the Company's proposal for an alternative Disposal Site in accordance with Section 5.8.4.

1.3 Approved Recyclable Material Processing Site

"Approved Recyclable Material Processing Site" means the K.B. Recycling, Inc. which is owned and operated by Fred Kahut and located in Clackamas, Oregon, and which was selected by Company and approved by the City, unless the City designates a different Disposal Site in accordance with Section 3.3, or accepts the Company's proposal for an alternative Recyclable Material Processing Site in accordance with Section 5.8.4..

1.4 Approved Yard Debris Processing Site

"Approved Yard Debris Processing Site" mean the Pacific Land Clearing Company, Inc, which is owned and operated by Pacific Land Clearing company, Inc and located in Oregon City, Oregon and which was selected by Company and approved by the City, unless the City designates a different Processing Site in accordance with Section 3.3, or accepts the Company's proposal for an alternative Yard Debris Processing Site in accordance with Section 5.8.4.

1.5 Approved Transfer Station

"Approved Transfer Station" means the Recycle America Transfer Station, which is owned and operated by Waste Management Inc. and located in Troutdale,

1 Oregon and which was selected by Company and approved by the City, unless
2 the City designates a different Transfer Station in accordance with Section 3.3 or
3 accepts the Company's proposal for an alternative Transfer Station in accordance
4 with Section 5.8.4.

5 **1.6 Billings**

6 "Billings" means any and all statements of charges for services rendered,
7 howsoever made, described or designated by City or Company, or made by others
8 for City or Company, to Owners or occupants of property, including Residential
9 Premises and Commercial Premises, served by Company for the Collection of
10 Solid Waste, Recyclable Materials, or Yard Debris.

11 **1.7 Cart**

12 "Cart" means a plastic Receptacle, that has a capacity ranging from 20- to 96-
13 gallons, hinged lid, and wheels and that is lifted and emptied by an automated or
14 semi-automated collection vehicle.

15 **1.8 City**

16 "City" means City of Sandy, Oregon, a municipal corporation, and all the territory
17 lying within the municipal boundaries of City as presently existing or as such
18 boundaries may be modified during the Term of this Agreement.

19 **1.9 Collection**

20 "Collection" (or variations thereof) means a service providing for collection of
21 Solid Waste, Recyclable Materials, and/or Yard Debris but does not include that
22 part of a business operated under a certificate issued under ORS 822.110.

23 **1.10 Commencement Date**

24 "Commencement Date" means the date specified in Section 3.1.1 when Collection,
25 transportation, Processing, and Disposal services required by this Agreement shall
26 be provided by Company.

27 **1.11 Commercial Premises**

28 "Commercial Premises" means commercial and industrial property upon which
29 business activity is conducted, including, but not limited to, retail sales, services,

1 wholesale operations, manufacturing and industrial operations, but excluding
2 businesses conducted upon Residential Premises which are permitted under
3 applicable zoning regulations and are not the primary use of the property.

4 **1.12 Commingled**

5 "Commingled" means a mix of Recyclable Materials.

6 **1.13 Company**

7 "Company" means Hoodview Disposal & Recycling Inc., a corporation organized
8 and operating under the laws of the State of Oregon and its officers, directors,
9 employees, agents, and Subcontractors.

10 **1.14 Company's Compensation**

11 "Company's Compensation" means the revenue received by the Company in
12 return for providing services in accordance with this Agreement as described in
13 Article 7.

14 **1.15 Container**

15 "Container" means a Receptacle with capacity of approximately one to eight cubic
16 yards, with a hinged lid, and with wheels.

17 **1.16 Curbside**

18 "Curbside" means the placement of Receptacle(s) for pickup no more than three
19 feet from any traveled street or alleyway, or as designated by City, provided that
20 the Company can safely and feasibly provide service to such location.

21 **1.17 Disposal**

22 "Disposal" (or variations thereof) means the ultimate disposition of Solid Waste
23 collected by Company at the Approved Disposal Site in full regulatory
24 compliance.

25 **1.18 Disposal Site**

26 "Disposal Site" means land and facilities used for the Disposal, handling or transfer
27 of, or energy recovery, material recovery and Recycling from Solid Wastes,
28 including but not limited to dumps, landfills, sludge lagoons, sludge treatment

1 facilities, disposal sites for septic tank pumping or cesspool cleaning service,
 2 Transfer Stations, energy recovery facilities, incinerators for Solid Waste delivered
 3 by the public or by a collection service, composting plants and land and facilities
 4 previously used for solid waste disposal at a land disposal site; but the term does
 5 not include a facility authorized by a permit issued under ORS 466.005 to 466.385
 6 to store, treat or dispose of both Hazardous Waste and Solid Waste; a facility
 7 subject to the permit requirements of ORS 468B.050 or 468B.053; a site which is
 8 used by the owner or person in control of the premises to dispose of soil, rock,
 9 concrete or other similar nondecomposable material, unless the site is used by the
 10 public either directly or through a collection service; or a site operated by a
 11 wrecker issued a certificate under ORS 822.110.

12 **1.19 Drop Box**

13 "Drop Box" means any storage Receptacle ranging from 10 to 40 cubic yards which
 14 is designed for storage and collection of Solid Waste, Recyclable Materials, or Yard
 15 Debris. A Drop Box may be an open-top container or an enclosed container with
 16 a compaction unit.

17 **1.20 Effective Date**

18 "Effective Date" means the date on which the latter of the two Parties signs the
 19 Agreement and the date on which Company may begin to take actions and incur
 20 costs in preparation to provide Collection, transportation, Processing, and
 21 Disposal services required by this Agreement.

22 **1.21 Environmental Laws**

23 "Environmental Laws" means all federal and state statutes and regulations, and
 24 county, local and City ordinances concerning public health, safety and the
 25 environment including, by way of example and not limitation, the Comprehensive
 26 Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601
 27 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the
 28 Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act,
 29 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.;
 30 the Oregon Solid Waste Management Act, ORS Chapter 459; the Oregon Reuse
 31 and Recycling Act, ORS 459A; the Oregon Employment Safety and Health Act,
 32 ORS Chapter 654; and the Oregon Workers' Compensation Act, ORS 656, as

1 currently in force or as hereafter amended, and all rules and regulations
2 promulgated thereunder.

3 **1.22 Exchange**

4 "Exchange" means a mutual act of giving or taking of one item or service for
5 another. This includes any transaction into which money enters either as the
6 consideration or as the basis of measure.

7 **1.23 Facility**

8 "Facility" means any plant or site, owned or leased and maintained, operated or
9 used by Company for purposes of performing under this Agreement.

10 **1.24 Fair Market Value**

11 "Fair Market Value" means the cash price (or its equivalent in terms of savings on
12 Collection and Disposal fees) that is at least equal to the cost of Collection and
13 Disposal of a Recyclable Materials or group of Recyclable Materials, that would be
14 Purchased or Exchanged between the collector of said Recyclable Material or
15 group of Recyclable Materials and the Generator of said Recyclable Material or
16 group of Recyclable Materials.

17 **1.25 Fiscal Year**

18 "Fiscal Year" means a 12-month period commencing January 1 and concluding
19 December 31 of the subsequent year.

20 **1.26 Franchise**

21 "Franchise" includes a franchise, certificate, contract or license issued by a local
22 government unit authorizing a person to provide Solid Waste, Recyclable
23 Materials, and Yard Debris Collection and management services.

24 **1.27 Franchise Fee**

25 "Franchise Fee" means the fee paid by Company to City for the right to hold the
26 Franchise for Solid Waste, Recyclable Materials, and Yard Debris Collection
27 services that are granted by this Agreement.

1 **1.28 Generator**

2 "Generator" means any Person whose act or Process produces Solid Waste,
3 Recyclable Materials, or Yard Debris or whose act first causes Solid Waste,
4 Recyclable Materials, or Yard Debris to become subject to regulation.

5 **1.29 Gross Revenues**

6 "Gross Revenues" means any and all revenue or compensation in any form
7 actually remitted by customers to the Company for the Collection and
8 transportation of Solid Waste, Recyclable Materials, and Yard Debris pursuant to
9 this Agreement. Gross Revenues shall be determined in accordance with
10 Generally Accepted Accounting Principles and shall include actual monthly
11 customer fees received for Collection of Solid Waste, Recyclable Materials, and
12 Yard Debris, without deductions for Franchise Fees.

13 **1.30 Hazardous Substance**

14 "Hazardous Substance" shall mean any of the following: (a) any substances
15 defined, regulated or listed (directly or by reference) as "Hazardous Substances",
16 "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic
17 substances" or similarly identified as hazardous to human health or the
18 environment, in or pursuant to (i) the Comprehensive Environmental Response,
19 Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the
20 Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource
21 Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33
22 USC §1251 et seq.; (v) the Oregon Hazardous Waste and Hazardous Materials II
23 Act, ORS 466.005; and (vi) the Clean Air Act, 42 USC §7901 et seq.; (b) any
24 amendments, rules or regulations promulgated thereunder to such enumerated
25 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous
26 or toxic substance, material, chemical, waste or pollutant identified as hazardous
27 or toxic or regulated under any other applicable federal, state or local
28 environmental laws currently existing or hereinafter enacted, including, without
29 limitation, friable asbestos, polychlorinated biphenyls ("PCBs"), petroleum,
30 natural gas and synthetic fuel products, and by-products.

31 **1.31 Hazardous Waste**

32 "Hazardous Waste" has the meaning given that term in ORS 466.005.

1 **1.32 Holidays**

2 "Holidays" are defined as New Year's Day, Independence Day, Thanksgiving
3 Day, and Christmas Day.

4 **1.33 Household Hazardous Waste**

5 "Household Hazardous Waste" means any discarded, useless or unwanted
6 chemical, material, substance or product that is or may be hazardous or toxic to
7 the public or the environment and is commonly used in or around households and
8 is generated by the household. "Household Hazardous Waste" may include, but
9 is not limited to, some cleaners, solvents, pesticides, and automotive and paint
10 products.

11 **1.34 Infectious Waste**

12 "Infectious Waste" means biological waste including medical waste described as:

- 13 (a) Blood and blood products, excretions, exudates, secretions, suctioning and
14 other body fluids that cannot be directly discarded into a municipal sewer
15 system, including solid or liquid wastes from renal dialysis and waste
16 materials reasonably contaminated with blood or bloody fluids.
- 17 (b) Cultures and stocks of etiologic agent and associated biologicals, including
18 specimen cultures and disks and devices used to transfer, inoculate and mix
19 cultures, wastes from production of biologicals and serums and discarded live
20 and attenuated vaccines; but does not include throat or urine cultures.
- 21 (c) Sharps that have been removed from their original sterile containers, including
22 needles, I.V. tubing with needles attached, scalpel blades, lancets, glass tubes
23 that could be broken during handling, and syringes.
- 24 (d) Pathological waste, including biopsy materials and all human tissues,
25 anatomical parts that emanate from surgery, obstetrical procedures, autopsy
26 and laboratory procedures and animal carcasses exposed to pathogens in
27 research, the bedding of the animals and other waste from such animals.
28 Pathological waste does not include formaldehyde or other preservative
29 agents.

1 **1.35 Legislation**

2 "Legislation" means any code, ordinance, resolution or any other
3 forms/enactment of the governing body of City, currently existing or may
4 hereafter be adopted, constituting law or regulation governing the operation of
5 Company.

6 **1.36 Missed Pick-up**

7 "Missed Pick-Up" means failure of Company to pick up Solid Waste, Recyclable
8 Materials, or Yard Debris that has been set out by the customer in accordance with
9 this Agreement, and at the prescribed level of service, as mutually agreed upon by
10 the customer and Company.

11 **1.37 Multi-Family Dwelling Unit**

12 "Multi-Family Dwelling Unit" means any Premises with five dwelling units or
13 more used for residential purposes (not including hotels or motels), irrespective of
14 whether residence therein is transient or permanent.

15 **1.38 Non-Putrescible Solid Waste**

16 "Non-Putrescible Solid Waste" means inoperable vehicles; vehicle parts; tires;
17 residential, commercial, and industrial construction and demolition debris;
18 plastic; glass; cardboard; and wastepaper.

19 **1.39 ORS**

20 "ORS" means the 1997 Oregon Revised Statutes.

21 **1.40 Owner**

22 "Owner" means the Person holding the legal title to the real property constituting
23 the Premises to which Solid Waste, Recyclable Materials, or Yard Debris Collection
24 service is to be provided under this Agreement.

25 **1.41 Party or Parties**

26 "Party" or "Parties" refers to the City and Company, individually or together.

1 **1.42 Person**

2 "Person" means the United States, the state or a public or private corporation, local
3 government unit, public agency, individual, partnership, association, firm, trust,
4 estate or any other legal entity.

5 **1.43 Premises**

6 "Premises" means any land, or building, in City where Solid Waste, Recyclable
7 Materials, or Yard Debris is generated or accumulated.

8 **1.44 Principal Recyclable Materials**

9 "Principal Recyclable Materials" means those Recyclable Materials designated
10 from time to time by the State of Oregon Department of Environmental Quality.

11 **1.45 Processing**

12 "Processing" (or variations thereof) means to prepare, treat, or convert through
13 some special method.

14 **1.46 Purchase**

15 "Purchase" means the legal transmission of legal title to property from one Person
16 to another through a voluntary act or agreement, with compensation in the form
17 of money or other consideration, by a buyer to a seller of the property.

18 **1.47 Processing Site**

19 "Processing Site" means any plant or site used for the purpose of sorting,
20 cleansing, treating or reconstituting Recyclable Materials or Yard Debris for the
21 purpose of making such material available to end-use markets or for reuse.

22 **1.48 Putrescible Solid Waste**

23 "Putrescible Solid Waste" means Solid Waste or waste material, including bones;
24 meat and meat scraps; fat; grease; fish and fish scraps; food containers
25 contaminated with food wastes; particles or residues; vegetable and fruit food
26 wastes; manure; dead fowl; dead animals or similar organic wastes, that are
27 capable of causing offensive odors, creating a health hazard, or attracting or
28 providing food for vectors.

1 **1.49 Rate Period**

2 "Rate Period" means the 12-month period commencing January 1 and concluding
3 December 31 of the subsequent year with the exception that the first Rate Period
4 will be a 21-month period commencing May 1, 2005 and concluding December 31,
5 2006.

6 **1.50 Rates**

7 "Rates" means the unit to be charged customers by Company for providing Solid
8 Waste Collection and Disposal, Recyclable Materials Collection and Processing
9 services, and Yard Debris Collection and Processing services. Rates may be
10 adjusted from time to time in accordance with this Agreement.

11 **1.51 Receptacles**

12 "Receptacles" means any and all types of Solid Waste, Recyclable Materials, and
13 Yard Debris receptacles including cans, bags, bins, Carts, Containers, Drop Boxes,
14 and compactors or any other means of containment of Solid Waste, Recyclable
15 Materials, or Yard Debris.

16 **1.52 Recycling**

17 "Recycling" means any Process by which Solid Waste materials are transformed
18 into new products where the Solid Waste materials may lose their identity.

19 **1.53 Recyclable Material**

20 "Recyclable Material" means any material or group of materials that can be
21 collected and sold for Recycling at a net cost equal to or less than the cost of
22 Collection and Disposal of the same material. Recyclable Materials are a subset of
23 Solid Waste.

24 **1.54 Residential Premises**

25 "Residential Premises" means property used for residential purposes, irrespective
26 of whether such dwelling units are rental units or are Owner occupied.

1 **1.55 Single-Family Dwelling Unit**

2 "Single-Family Dwelling Unit" means each Residential Premises used for or
 3 designated as a single-family residential dwelling, including each unit of a duplex,
 4 triplex, fourplex, or town house in all cases in which there is separate or individual
 5 Solid Waste and Recyclable Materials Collection service using cans or Carts.

6 **1.56 Solid Waste**

7 "Solid Waste" means all useless, unwanted, or discarded Putrescible Solid Waste
 8 and Non-Putrescible Solid Waste, including, but not limited to, garbage, rubbish,
 9 refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool
 10 pumpings or other sludge, useless or discarded commercial and industrial,
 11 demolition and construction materials, discarded or abandoned vehicles or parts
 12 thereof, discarded home and industrial appliances, manure, vegetable or animal
 13 solid and semisolid materials, dead animals and Infectious Waste as defined in
 14 ORS 459.386. "Solid Waste" does not include:

15 (a) Hazardous Waste as defined in ORS 466.005.

16 (b) Materials used for fertilizer or for other productive purposes or which are
 17 salvageable as such materials on land in agricultural operations in the growing
 18 or harvesting of crops and the raising of fowl or animals. This exception does
 19 not apply to the keeping of animals on land which has been zoned for
 20 residential non-agricultural purposes.

21 (c) Septic tank and cesspool pumping or chemical toilet waste.

22 **1.57 Source Separated**

23 "Source Separated" means the segregation, by the Generator, of materials
 24 designated for separate Collection for some form of Recycling, Composting,
 25 recovery, or reuse.

26 **1.58 Subcontractors**

27 "Subcontractor" means a party who has entered into a contract, express or
 28 implied, with the Company for the performance of an act that is necessary for the
 29 Company's fulfillment of its obligations under this Agreement.

1 **1.59 Term**

2 “Term” means the Term of this Agreement, including extension periods if granted,
3 as provided for in Article 3.

4 **1.60 Transfer Station**

5 “Transfer Station” means a fixed or mobile facility other than a collection vehicle
6 where Solid Waste, Recyclable Materials, and/or Yard Debris is deposited
7 temporarily after being removed from the site of generation but before being
8 transported to a final disposal or Processing location.

9 **1.61 Yard Debris**

10 "Yard Debris" includes grass clippings, leaves, hedge trimmings and similar
11 vegetative waste generated from Residential Premises or landscaping activities,
12 but does not include stumps or similar bulky wood materials. Yard Debris is a
13 subset of Solid Waste.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF COMPANY

2.1 Company Status

Company is a duly organized, validly existing company in good standing under the laws of the State of Oregon. It is qualified to transact business in the State of Oregon and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 Company Authorization

Company has the authority to enter into and perform its obligations under this Agreement. If appropriate or necessary, the Board of Directors of Company has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement.

2.3 Agreement Duly Executed

The persons signing this Agreement on behalf of Company have been duly authorized by Company to do so, and this Agreement has been duly executed and delivered by Company in accordance with the authorization of its Board of Directors or shareholders, if necessary, and is enforceable against Company in accordance with its terms.

2.4 No Conflict with Applicable Law or Other Documents

Neither the execution and delivery by Company of this Agreement nor the performance by Company of its obligations hereunder:

- a) Conflicts with, violates, or will result in a violation of any existing applicable law; or
- b) Conflicts with, violates, or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to which Company is a party, or by which Company or any of Company's properties or assets is bound; or

1 c) Will result in the creation or imposition of any lien, charge, or encumbrance
2 of any nature whatsoever upon any of the properties or assets of Company
3 that will interfere materially with Company's performance hereunder.

4 **2.5 No Litigation**

5 There is no action, suit, proceeding or action at law or equity, or to the best of
6 Company's knowledge, any investigation before or by any court or governmental
7 entity, pending or threatened against Company or otherwise affecting Company,
8 wherein an unfavorable decision, ruling or finding, in any single case or in the
9 aggregate, would materially adversely affect Company's performance hereunder,
10 or which in any way, would adversely affect the validity or enforceability of this
11 Agreement, or which would have a material adverse effect on the financial
12 condition of Company.

13 **2.6 No Material Change in Financial Ability**

14 Company has sufficient financial resources to perform all aspects of its obligations
15 hereunder. Company has provided City with reviewed financial statements for
16 fiscal period ending 2003, which present fairly, in accordance with Generally
17 Accepted Accounting Principles, the financial resources of Company. There has
18 been no material adverse change in Company's financial circumstances since the
19 date of the most recent financial statements.

20 **2.7 Expertise**

21 Company has the expert, professional, and technical capability to perform all of
22 its obligations under this Agreement.

23 **2.8 Company's Investigation**

24 Company has made an independent investigation (satisfactory to it) of the
25 conditions and circumstances surrounding the Agreement and the work to be
26 performed by Company under the Agreement, and enters into this Agreement on
27 the basis of that independent investigation.

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ARTICLE 3
TERM AND SCOPE OF FRANCHISE

3.1 Term of Agreement

3.1.1 Effective Date and Commencement Date

The effective date of this Agreement shall be May 1, 2015 ("effective date").

3.1.2 Term of Agreement

Unless grounds exist for suspension, modification or revocation of the Agreement, the Agreement shall be considered as a continuing ten (10) year term. Beginning on July first (1st) of each year, the Agreement will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to July first (1st) on any year the City notifies the Company of intent to terminate the Agreement. Upon the filing of such notice, the Company will have an Agreement which will terminate on July 1st which is ten years from the date of the last renewal prior to the notice of termination. The City may initiate proceedings for suspension, modification, or revocation of the Agreement at any time based on the terms and conditions of the Agreement.

3.1.3 Options to Extend Term

3.1.4 Conditions to Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City, upon City's expressed written consent. Waivers are limited to those expressed in writing, and are in the sole and exclusive discretion of City.

- a) Accuracy of Representations. Representations and warranties made by Company throughout this Agreement are accurate, true, and correct on and as of the Effective Date of this Agreement.
- b) Absence of Litigation. There is no litigation pending or threatened in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance.

- 1 c) Furnishing of Insurance and Bonds. Company has furnished evidence of
2 the insurance and bonds required by Article 10.
- 3 d) Effectiveness of City Council Action. City Ordinance No. 2004-04, which
4 approves this Agreement, shall have become effective pursuant to the State
5 of Oregon law prior to the Effective Date.

6 **3.2 Franchise**

7 **3.2.1 Grant and Acceptance of Franchise**

8 Subject to Section 3.2.2, the City hereby grants to Company the exclusive
9 Franchise, right and privilege to Collect and transport Solid Waste, Recyclable
10 Materials, and Yard Debris accumulating in City that is required to be
11 accumulated and offered for Collection to Company in accordance with this
12 Agreement and such rules and regulations set forth by ordinances of City that are
13 not inconsistent with this Agreement.

14 **3.2.2 Scope of Franchise**

15 The Franchise for the Collection and transportation of Solid Waste, Recyclable
16 Materials, and Yard Debris granted to Company shall be exclusive except as to the
17 categories of Solid Waste, Recyclable Materials, and Yard Debris listed in this
18 Section.

- 19 a) Solid Waste, Recyclable Materials, or Yard Debris removed from any
20 Premises by the Generator, and transported personally by the Owner or
21 occupant of such Premises (or by his or her full-time employees) to any
22 Processing Facility or Disposal Site with the exception that the Owner of an
23 apartment may not remove and transport materials generated by a tenant;
- 24 b) Solid Waste, Recyclable Materials, or Yard Debris that is hauled by a
25 contractor or City as an incidental activity associated with work performed
26 by the company for a resident or business or work performed by City such
27 as, but limited to, a construction and demolition debris hauled by a
28 company that is hired to remodel a home, or yard debris hauled by a
29 landscaper that services a commercial business.
- 30 c) Recyclable Materials and Yard Debris generated by Commercial Premises,
31 including City facilities, which are Collected by a Person (or company)

1 through a private arrangement with the Generator and the Generator is
2 compensated for the materials Collected;

- 3 d) Source separated, Principal Recyclable Materials as defined in ORS 459A
4 and the rules promulgated thereunder, which have been Purchased or
5 Exchanged for Fair Market Value, unless said Principal Recyclable
6 Materials create a public nuisance;
- 7 e) Reusable beverage containers as defined in ORS 459A unless mixed with
8 Solid Waste;
- 9 f) By-products of sewage treatment, including sludge, sludge ash, grit and
10 screenings;
- 11 g) Recyclable Materials removed from any Premises with permission from
12 Generator by charitable or non-profit organizations; and,
- 13 h) Abandoned cars removed from any Premises by a licensed towing
14 company authorized to do so by City.

15 Company acknowledges and agrees City may permit other Persons besides
16 Company to collect any or all types of the Solid Waste, Recyclable Materials, and
17 Yard Debris listed in this Section as exemptions from this Franchise, without
18 seeking or obtaining approval of Company under this Agreement.

19 **3.2.3 Limitations**

20 This grant to Company of an exclusive Franchise, right and privilege to Collect,
21 transport, and Dispose of Solid Waste, and Collect, transport, and Process
22 Recyclable Materials and Yard Debris shall be interpreted to be consistent with
23 state and federal laws, now in effect and adopted during the Term of the
24 Agreement; and the scope of this exclusive Franchise shall be limited by current
25 and developing state and federal laws with regard to Solid Waste, Recyclable
26 Materials, and Yard Debris handling, exclusive Franchise, Solid Waste flow
27 control, and related doctrines. In the event that future interpretations of current
28 law, enactment or developing legal trends limit the ability of City to lawfully
29 provide for the scope of Franchise services as specifically set forth herein,
30 Company agrees that the scope of the Franchise will be limited to those services
31 and materials which may be lawfully provided for under this Agreement, and that

1 City shall not be responsible for any lost profits claimed by Company to arise out
2 of further limitations of the scope of the Agreement set forth herein. In such an
3 event, it shall be the responsibility of Company to minimize the financial impact
4 to other services being provided as much as possible.

5 **3.2.4 Acceptance of Franchise**

6 Company hereby accepts the Franchise on the terms and conditions set forth in
7 this Agreement, and all such ordinances adopted by City that are not inconsistent
8 with this Agreement.

9 **3.3 City's Right to Direct Changes**

10 City may direct Company to modify the manner in which it performs existing
11 services. Pilot programs and innovative services that may entail new Collection
12 methods, different kinds of services and/or new requirements for Generators are
13 included among the kinds of changes that City may direct. Company may seek an
14 adjustment in its Company's Compensation in accordance with Section 7.5 and 7.6
15 for providing such additional or modified services.

16 **3.4 Ownership of Solid Waste**

17 Once Solid Waste, Recyclable Materials, or Yard Debris is placed in Receptacles
18 and properly placed at the designated Collection location, ownership and the right
19 to possession of such material shall transfer directly from the Generator to
20 Company by operation of this Agreement. Subject to the provisions of this
21 Agreement, Company shall have the right to retain any benefit resulting from its
22 right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste, Recyclable
23 Materials, and Yard Debris which it Collects. Solid Waste, Recyclable Materials,
24 Yard Debris, or any part thereof, which is disposed of at a Disposal Site or Facility
25 (whether landfill, transformation Facility, transfer station, Processing Facility or
26 material recovery Facility) shall become the property of the Owner or operator of
27 the Disposal Site(s) or Facility once deposited there by Company. City may obtain
28 ownership or possession of Solid Waste, Recyclable Materials, or Yard Debris
29 placed for Collection upon written notice of its intent to do so, however, nothing
30 in this Agreement shall be construed as giving rise to any inference that City has
31 such ownership or possession unless such written notice has been given to
32 Company. If the City exercises its right to own or possess some or all of materials

1 placed for Collection, the City's right to materials shall be handled as a City-
2 directed change in accordance with Section 3.3, and the Company's compensation
3 shall be adjusted to reflect changes in costs incurred by the Company.

ARTICLE 4
FRANCHISE FEE AND OTHER SURCHARGES

4.1 City Franchise Fee

4.1.1 Franchise Fee Amount

In consideration of the exclusive Franchise provided in Section 3.2 of this Agreement, Company shall pay to City three percent (or another amount as provided in Section 4.1.3) of the Gross Revenues collected by Company from services provided in City.

4.1.2 Time and Method of Payment

On or before the last day of the month following the end of each calendar quarter, Company shall calculate and pay the Franchise Fee due to City for revenues received during the preceding calendar quarter and provide written statement of the Gross Revenues received for each month during the quarter and the Company's calculation of the Franchise Fee payment. The City shall review the Company's Franchise Fee statement and may request, and Company shall provide, supporting documents related to the statement provided. If the City identifies adjustments to the statement or calculations, the City shall notify Company no later than 30 calendar days after receipt of Franchise Fee payment and shall seek an explanation for any apparent differences. If the Franchise Fee is not paid on or before the last day of the month following the end of each calendar quarter, Company shall pay to City a late payment fee in an amount equal to 2% of the amount owing for that month; plus an additional 2% owing on any unpaid balance for each additional 30-calendar-day period the fee remains unpaid. In the event of a dispute between the City and Company, the Company shall pay all fees due in accordance with Article 4 accompanied by a statement indicating such payment is made under protest and identifying the date the related claim was filed. If the Company prevails in the dispute settlement, the City shall pay Company any fees paid under protest plus interest compounded daily, where interest shall be calculated using the most-recently published average daily interest rate for the Oregon Local Government Investment Pool (LGIP) published by the Oregon State Treasurer's office. If the Company does not prevail in the dispute settlement, the City shall retain the fees paid under protest.

1 **4.1.3 Adjustment to Franchise Fee**

2 City may adjust the amount of the Franchise Fee annually. Such adjustment shall
3 be reflected in the Rates that Company is allowed to charge and collect from
4 customers in accordance with Article 7 any such adjustment shall occur on the first
5 day of any rate period affected by the change in the fees.

6 **4.2 Other City Fees**

7 **4.2.1 Establishing Other Fees**

8 City has incurred, and will continue to incur, expenses for other Solid Waste,
9 Recyclable Materials, and Yard Debris programs and Franchise administration.
10 These expenses may be determined and a fee may be calculated to reimburse City
11 for some or all of such expenses. The City may set "other" fees, as it deems
12 necessary.

13 If other fees are assessed by the City, the Company will follow City's procedures
14 in City's enabling legislation to collect these amounts from customers.

15 **4.2.2 Time and Method of Payment**

16 On or before the last day of the month following the end of each calendar quarter,
17 the Company shall pay City the fees identified in Section 4.2.1 in the same manner
18 as that described for Franchise Fees in Section 4.1.2 unless otherwise directed by
19 City.

20 **4.2.3 Adjustment to Other Fees**

21 City may adjust the amount of the fees identified in Section 4.2.1 annually or more
22 frequently. Such adjustment shall be reflected in the Rates that Company is
23 allowed to charge and collect from customers in accordance with Article 7.

24

ARTICLE 5
DIRECT SERVICES

5.1 Solid Waste Collection

5.1.1 General

The work to be performed by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be performed by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within City are provided reliable, courteous, and high-quality Solid Waste, Recyclable Materials, and Yard Debris Collection services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Company agrees to actively identify Receptacles Collected from Commercial Properties containing significant quantities of Recyclable Materials or Yard Debris and offer the Generator commercial Recyclable Materials or Yard Debris Collection service.

5.1.2 Single-Family Dwelling Unit

Company shall Collect Solid Waste (at the service level subscribed to and paid for by its customers) from the Receptacles that have been delivered for Collection to the Curbside by the Generator. The Company shall offer residential customers the choice of the following service levels:

- Weekly 20-, 35-, 60-, or 90-gallon (or similar sizes) Cart Collection service
- Monthly 35-gallon (or similar size) Cart Collection service

- 1 • On-call, 35-gallon cart collection service for customers that do not
- 2 subscribe to weekly or monthly Solid Waste Collection service.
- 3 • Extra 32-gallon can or bag Collection service (on the day of regularly
- 4 scheduled Solid Waste Collection) from customers that subscribe to
- 5 regular service

6 The Company shall provide Receptacles to all customers that subscribe to weekly

7 Cart service. The Company shall use semi-automated or automated Collection

8 vehicles to perform the Collection services, unless another method is approved by

9 City. City approval will not be unreasonably withheld. Notwithstanding the

10 foregoing, Company shall Collect Solid Waste from the side or back yard of those

11 Single-Family Dwelling Units that qualify as handicapped as defined by City, or

12 that pay the approved Rate for backyard service, provided that such customers

13 place the Solid Waste Cart in a location that is visible from the street.

14 **5.1.3 Commercial and Multi-Family Dwelling Units**

15 Company shall Collect Solid Waste from all Commercial Premises and Multi-

16 Family Dwelling Unit Premises as frequently as scheduled by the customer, but

17 not less than once per week. Company shall Collect Solid Waste from Receptacles

18 at a location selected by the customer and approved by the Company and City,

19 provided that in the case of a dispute, the City shall designate the Collection

20 location. Company shall allow each Commercial and Multi-Family customer to

21 select a Collection service methodology that best suits the needs of its Premises.

22 Specifically, the Company shall offer the following Collection service

23 methodologies to Commercial Properties and Multi-Family Dwelling Unit

24 Premises:

25 **A. Cart or Container Service**

26 Company shall allow each Commercial Premises or Multi-Family Dwelling Unit

27 Premises to use Carts or Containers for Solid Waste Collection. Company shall

28 provide each customer with a choice of one or more Carts with capacities ranging

29 from 35 to 90 gallons (or similar sizes) or Containers with capacity ranging from 1

30 to 8 cubic yards (or similar sizes).

31 **B. Drop Box and Compactor Service**

1 Company shall allow a customer to use a Drop Box or Compactor for Solid Waste
2 Collection to meet the customer's Disposal needs. In such case, Company shall
3 provide customer with a choice of Receptacle capacities ranging from 10 to 40
4 cubic yards. Company shall offer customers the option to purchase or lease
5 Compactors through either the Company or an outside vendor. Company shall
6 Collect Solid Waste at the subscribed service level from Company-provided Solid
7 Waste Receptacles in compliance with any and all local ordinances in existence as
8 of the Effective Date of this Agreement.

9 Special consideration shall be given when determining the pick up area for
10 Commercial, and/or Multi-Family Dwelling Unit accounts to ensure that the flow
11 of traffic is not impeded by Collection operations and that it does not result in
12 aesthetic degradation of an area. Additionally, if in City's opinion the location of
13 an existing pick up area is inappropriate, City may require the customer to relocate
14 the pick up area.

15 Franchise fees calculated on drop box and compactor services will be limited to the Company's
16 operating component of the fee(s). Tipping fees will not be included in the franchise fee
17 calculation as they are to be considered pass through expenses to the drop box/compactor
18 customer.

19 **5.1.4 City Facilities**

20 Company shall Collect Solid Waste from City facilities as described in Section 5.10 and
21 shall provide all Receptacles necessary for such Collection. The Company will also
22 provide an annual curbside Spring Clean-up program for all customers in the City at no
23 charge to the City or to the Company's customers. The Company will coordinate this
24 program with the City to facilitate safe and efficient service delivery. The collection
25 schedule and Spring Clean-up program may be modified from time to time as mutually
26 agreed upon by Company and City. The City and the Company will coordinate the Spring
27 Clean-up program with other government agencies to make the program eligible for grant
28 funding, if available.

29

1 **5.2 Recyclable Materials Collection**

2 **5.2.1 General**

3 Company shall offer all customers Source Separated Recyclable Materials
4 Collection services. For purposes of this section, Recyclable Materials shall
5 include, at a minimum, newspapers and magazines, scrap paper (cereal & cracker
6 boxes, labels from steel cans, milk cartons and drink boxes, office paper, opened
7 mail, paper bags, paper egg cartons, shoe boxes, shredded paper, soft drink boxes,
8 wrapping paper), phone books, cardboard, plastic bottles with neck or screw top
9 (detergent bottles, lotion bottles, milk jugs, shampoo bottles, water & juice bottles),
10 metals (aerosol cans, metal cans, lids, metal coat hangers, metal pie plates, trays,
11 other metal products as long as they fit inside cart, otherwise call for other
12 arrangements), glass bottles and jars (clean, labels are ok), motor oil (in an
13 unbreakable container with a screw top lid such as a milk or water jug).

14 **5.2.2 Single-Family Dwelling Unit**

15 Company shall Collect Source Separated Recyclable Materials weekly from
16 customers that have subscribed to Solid Waste Collection service, as well as
17 monthly and on-call customers, and such service shall include Collection of
18 Commingled Recyclable Materials except glass which shall be separately
19 Collected. Company shall provide such customers 95-gallon Carts (or similar size)
20 for Commingled Recyclable Materials and a 14-gallon (or similar size) bin for glass
21 Collection. Company shall Collect Recyclable Materials placed Curbside by the
22 customer for Collection in Company-provided Receptacles in accordance with
23 instructions provided by the Company. Recyclable Materials Collection shall be
24 on the same day of the week as Solid Waste Collection service. Notwithstanding
25 the foregoing, Company shall Collect Recyclable Materials from the side or back
26 yard of those Single-family Dwelling Units that qualify as handicapped as defined
27 by City, provided that such customers place the Recyclable Materials Cart in a
28 location that is visible from the street.

29 **5.2.3 Commercial and Multi-Family Dwelling Unit**

30 Company shall Collect Recyclable Materials at the subscribed service level from
31 Company-provided Receptacles.

1 Company shall Collect Recyclable Materials from Commercial Premises and
2 Multi-Family Dwelling Unit Premises as frequently as scheduled by customer, but
3 not less than once per week. Company shall allow Commercial Customers to
4 select a Collection service method that best suits the needs of its Premises.
5 Specifically, the Company shall offer the following choices to Commercial
6 Customers:

7 **A. Cart or Container Service**

8 Company shall allow Commercial and Multi-Family Dwelling Unit customers to
9 use Cart(s) or Container(s) for Source Separated Recyclable Materials Collection,
10 and Company shall Collect Commingled Recyclable Materials with the exception
11 of glass that shall be separately Collected. Company shall provide each customer
12 with a choice of one or more Carts with capacities of 35 or 90 gallons (or similar
13 sizes), or Containers with capacity of four cubic yards (or similar sizes).

14 **B. Drop Box and Compactor Service**

15 Company shall allow Commercial and Multi-Family Dwelling Unit customers to
16 use a Drop Box or Compactor for Source Separated Recyclable Materials Collection
17 to meet customer's permanent needs, and Company shall Collect Commingled
18 Recyclable Materials with the exception of glass that shall be separately Collected.
19 In such case, Company shall provide customers with a choice of Receptacle
20 capacities ranging from 10 to 40 cubic yards. Company shall offer customers the
21 option to purchase or lease Compactors through Company or an outside vendor.

22 **5.2.4 City Facilities**

23 Company shall Collect all Source Separated Recyclable Materials from City
24 facilities as described in Section 5.10, and shall provide all Receptacles necessary
25 for such Collection. Company shall Collect Commingled Recyclable Materials
26 with the exception of glass that shall be separately Collected

27 **5.3 Yard Debris Collection**

28 **5.3.1 General**

29 Company shall offer all customers Yard Debris Collection services.

1 In accordance with Section 3.3, the City may request Company to Collect Food
2 Waste during the Term. In such case, the Company shall not receive additional
3 compensation for Collection services if the Food Waste is placed by the Generator
4 in the Yard Debris Receptacle. Company shall receive additional compensation
5 for Processing costs, if Company can demonstrate an increase in such costs.

6 **5.3.2 Single-Family Dwelling Unit**

7 Company shall Collect Source Separated Yard Debris from Single-Family
8 Dwelling Units weekly throughout the year round if the customer subscribes to
9 and pays for such service. Company shall provide each customer with a 64-gallon
10 (or similar size) Cart. Company shall provide weekly curbside Collection of Green
11 Waste on the same day as Solid Waste Collection from the Service Area's Single-
12 Family Dwelling Units. Company shall use semi-automated or automated
13 Collection vehicles, unless another method is approved by City. City approval
14 will not be unreasonably withheld. Notwithstanding the foregoing, Company
15 shall Collect Yard Debris from the side or back yard of those Single-Family
16 Dwelling Units that qualify as handicapped as defined by City, provided that such
17 customers place the Yard Debris Cart in a location that is visible from the street.

18 Company shall Collect Source Separated Yard Debris from customers that do not
19 subscribe to weekly Yard Debris Collection Services on an on-call basis as
20 requested by the customer. In such cases, customers shall place Source Separated
21 Yard Debris Curbside in 60-gallon carts for Collection and Company shall Collect
22 the Yard Debris and bill the customer for the service.

23 Company shall Collect Source Separated Yard Debris, from customers that
24 subscribe to regular Yard Debris Collection service, in excess of that placed in the
25 customers 64-gallon Cart. In such cases, the customers shall place the extra Yard
26 Debris Curbside in a 32-gallon can or bag for Collection on the day of regularly
27 scheduled Yard Debris Collection, and Company shall Collect the Yard Debris and
28 bill the customer for the extra service.

29 **5.3.3 Commercial and Multi-Family Dwelling Unit**

30 Company shall Collect Source Separated Yard Debris from Commercial Properties
31 and Multi-Family Dwelling Units if the customer subscribes to and pays for such

1 service. Collection shall be performed as frequently as scheduled by customer, but
2 not less than every other week.

3 Company shall allow Commercial and Multi-Family Dwelling Unit Customers to
4 select a Collection service method that best suits the needs of its Premises.
5 Specifically, the Company shall offer the following choices to Commercial and
6 Multi-Family Dwelling Unit customers:

7 **A. Cart or Container Service**

8 Company shall allow Commercial Premises and Multi-Family Dwelling Unit
9 Premises to use Cart(s) or Container(s) for Source Separated Yard Debris
10 Collection. Company shall provide each Customer with a 60-gallon cart (or similar
11 sizes).

12 **B. Drop Box and Compactor Service**

13 Company shall allow Premises to use a Drop Box or Compactor for Source
14 Separated Yard Debris Collection to meet customer's needs. In such case,
15 Company shall provide Premises with a choice of Receptacle capacities ranging
16 from 10 to 40 cubic yards. Company shall offer customers the option to purchase
17 or lease compactors through Company or an outside vendor.

18 **5.3.4 City Facilities**

19 Company shall Collect Source Separated Yard Debris from City Facilities in
20 accordance with Section 5.10, and shall provide all Receptacles necessary for such
21 Collection.

22 **5.4 Operations**

23 **5.4.1 Schedules**

24 To preserve peace and quiet, no Solid Waste, Recyclable Materials, or Yard Debris
25 shall be Collected between 6:00 p.m. and 7:00 a.m., except for those commercial or
26 institutional customers which the City Manager and the Company have mutually
27 agreed can be serviced outside of these hours. The Company shall Collect Solid
28 Waste, Recyclable Materials, and Yard Debris Monday through Friday from
29 Residential Premises and may Collect Solid Waste, Recyclable Materials, and Yard
30 Debris from Commercial Premises Monday through Saturday. Company, at its

1 sole discretion, may choose not to provide Collection services on a Holiday. In
2 such event, Company shall provide Collection services on the day following the
3 Holiday. The Company shall provide customers notice of Holiday-related
4 changes in Collection schedules at least a 10 days prior to the change; but in no
5 case, shall Company notify customers 60 days prior to the change. The City
6 reserves the right to limit the notification of customers from 60 days prior to the
7 change to 30 days prior to the change upon written notification of the Company.
8 Annually, at least 10 calendar days preceding the affected Holiday, Company shall
9 notify City and customers in writing of the alternate Collection day when the
10 regularly scheduled Collection day falls on a Holiday.

11 Company shall be prepared to review its operations plan outlining the Collection
12 routes, intervals of Collection and Collection times for all Solid Waste, Recyclable
13 Materials, and Yard Debris Collected under this Agreement with City once
14 annually upon 30-day written notice requesting said review. More frequent
15 reviews may be required if the City determines operations are not satisfactory
16 based on documented observations or reports or complaints. If the City
17 determines that operations are inadequate, the Company shall revise the
18 operations plan, incorporating any City-requested changes into a revised plan,
19 and review the revised operations plan with City within 30 calendar days from the
20 date City provides Company written request to revise the operations plan.

21 When notified of a missed pick-up by the customer within two business days of
22 the regular scheduled collection day, Company shall Collect the Solid Waste,
23 Recyclable Materials, or Yard Debris on or before 5:00 p.m. of the business day
24 following receipt of the complaint. For residential service, a business day shall
25 mean Monday through Friday, excluding Holidays.

26 **5.4.2 Vehicles**

27 **A. General.** Company shall provide Collection vehicles sufficient in number
28 and capacity to efficiently perform the work required by the Agreement in strict
29 accordance with its terms. Company shall have available on Collection days
30 sufficient back-up vehicles for each type of Collection vehicle (e.g., Cart service
31 and Container service) used to perform Collection services, and respond to
32 complaints and emergencies.

1 **B. Specifications.** All vehicles used by Company in providing Solid Waste,
2 Recyclable Materials, and Yard Debris Collection services shall be registered with
3 the State of Oregon Department of Motor Vehicles. All such vehicles shall have
4 bodies designed to prevent leakage, spillage, or overflow.

5 **C. Vehicle Identification.** The Company's name, local telephone number, and
6 a unique vehicle identification number designated by Company for each vehicle
7 shall be prominently displayed on all vehicles, in letters and numbers at least 2.5
8 inches high. Company shall not place City's name and/or any City logos on
9 Company vehicles.

10 **D. Cleaning and Maintenance**

11 1) Company shall maintain all of its properties, vehicles, facilities, and
12 equipment used in providing service under this Agreement in a
13 good, safe, neat, clean, and operable condition at all times.

14 2) Vehicles used in the Collection of Solid Waste, Recyclable Materials,
15 and Yard Debris shall be painted, thoroughly washed, and
16 thoroughly steam cleaned on a regular basis so as to present a clean
17 appearance. Upon reasonable notice, City may inspect vehicles at
18 any time to determine compliance with this Agreement. Company
19 shall repaint or refurbish to the reasonable satisfaction of City all
20 vehicles used in the Collection of Solid Waste, Recyclable Materials,
21 and Yard Debris within 30 calendar days' notice from the City, if the
22 City reasonably determines their appearance warrants painting.
23 Company shall also make vehicles available to the Clackamas
24 County Health Department and State of Oregon Department of
25 Transportation for inspection, at any frequency it requests.

26 3) Company shall inspect each vehicle daily to ensure that all
27 equipment is operating properly. Vehicles that are not operating
28 properly shall be removed from service until repaired and operating
29 properly. Company shall repair, or arrange for the repair of, all of
30 its vehicles and equipment for which repairs are needed because of
31 accident, breakdown or any other cause so as to maintain all
32 equipment in a safe and operable condition. If an item of repair is
33 covered by a warranty, Company shall obtain warranty

1 performance. Company shall maintain accurate records of repair,
 2 which shall include the date and operating hours, nature of repair
 3 and the verification by signature of a maintenance supervisor that
 4 the repair has been properly performed.

- 5 4) Company shall perform all scheduled maintenance functions in
 6 accordance with the manufacturer's specifications and schedule.
 7 Company shall keep accurate records of all vehicle maintenance,
 8 recorded according to date and operating hours and shall make such
 9 records available to City upon request.

10 5)

11 **E. Operation.** Vehicles shall be operated in compliance with the State of
 12 Oregon Vehicle Code, and all applicable safety and local ordinances. Company
 13 shall not load vehicles in excess of the manufacturer's recommendations or
 14 limitations imposed by state or local weight restrictions on vehicles.

15 Equipment shall comply with United States Environmental Protection Agency (US
 16 EPA) noise emission regulations, currently codified at 40 CFR Part 205 and other
 17 applicable noise control regulations, and shall incorporate noise control features
 18 throughout the entire vehicle. Noise levels of equipment used for Collection shall
 19 comply with City ordinance.

20 Subject to Section 10.1, Company shall be responsible for any damage resulting
 21 from or directly attributable to any of its operations.

22 **5.4.3 Receptacles**

23 **A. Single-Family Dwelling Unit Solid Waste Receptacles**

24 Company shall provide each Single-Family Dwelling Unit that pays for the basic
 25 Collection service package, as well as monthly and on-call customers, with a 20-
 26 gallon, 35-gallon, 60-gallon, or 90-gallon Cart (or similar size Carts) for Solid Waste
 27 Collection. Carts must have a useful life of 10 years as evidenced by
 28 manufacturer's warranty or other documentation acceptable to City.

29 **B. Single-Family Dwelling Unit Recyclable Materials Receptacles**

1 Company shall provide each Single-Family Dwelling Unit that pays for the basic
2 Collection service package, as well as monthly and on-call customers, with a 95-
3 gallon Cart (or similar size Cart) for the Collection of Commingled Recyclable
4 Materials and a 14-gallon Receptacle for the Collection of glass. Additional 95-
5 gallon Carts and/or 14-gallon Receptacles will be provided at no charge upon
6 customer request and demonstration of need.

7 **C. Single-Family Dwelling Unit Residential Yard Debris Receptacles**

8 Company shall provide one 60-gallon Cart (or similar size Cart) for Collection of
9 Yard Debris to each Single-Family Dwelling Unit that pays for solid waste
10 collection free of charge. Each additional Cart shall be charged at the rate of \$5.00
11 per month. Carts must have a useful life of 10 years as evidenced by
12 manufacturer's warranty or other documentation acceptable to City.

13 **D. Non-Residential Receptacles**

14 Company shall provide customers appropriate Receptacles to Collect Solid Waste,
15 Recyclable Materials, and Yard Debris at Multi-Family Dwelling Unit Premises
16 and Commercial Premises upon customer request. Company shall offer such
17 customers 60-gallon and 90-gallon Carts; Containers with capacity of 1 to 8 cubic
18 yards; or Drop Boxes with capacity of 10 to 40 cubic yards. The kind, size, and
19 number of Receptacles furnished to a particular customer shall be as determined
20 mutually by the customer and Company. Receptacles which are serviced by front-
21 loading collection vehicles shall have attached lids. All Receptacles with a capacity
22 of one cubic yard or more shall meet applicable regulations for Solid Waste
23 Container safety, shall have reflective markings (unless the Receptacle is normally
24 located in an enclosure), shall be maintained in good repair with neatly and
25 uniformly painted surfaces, and shall prominently display the name and
26 telephone number of Company.

27 **E. Removal of Receptacles**

28 Upon termination of the franchise agreement, early or otherwise, the Company
29 shall remain the owner of all receptacles. The Company shall be responsible for
30 removing all Receptacles in service from Premises and reusing or Recycling such
31 Receptacles.

1 **F. Cart Requirements**

2 **1. Specifications.** Company will provide Collection services with new Carts
 3 having the specifications, design and performance standards described in this
 4 Section 5.4.3.F and meet requirements of Applicable Law with respect to
 5 stability. Carts must have a useful life of 10 years as evidenced by
 6 manufacturer's warranty or other documentation acceptable to City.
 7 Company will depreciate Carts on a straight-line basis over no greater than 7
 8 years.

9 **2. Materials Identification and Decals.** Carts or their lids must be in bright,
 10 readily identifiable colors to facilitate customer's ready recognition of Solid
 11 Waste, Recyclable Materials, and Yard Debris, subject to City approval as
 12 described in this Section 5.4.3.F.

13 **3. Secure Inventory Storage.** Company will provide a secure location for
 14 inventory storage.

15 **4. Cart Design Requirements**

16 **a. General.** Carts must be manufactured by injection or rotational
 17 molding and meet the Cart design and performance requirements
 18 specified in this Section 5.4.3.F. Company must submit Cart orders
 19 (including material and design specifications, colors and
 20 identification marks) to City for City approval prior to submitting
 21 the order to the manufacturer.

22 **b. Cart Handles.** The Cart handles and handle mounts may be an
 23 integrally molded part of the Cart body or molded as part of the lid.
 24 The Cart handles must provide comfortable gripping area for
 25 pulling or pushing the Cart or lifting the lid. Handles may not have
 26 pinch points.

27 **c. Cart Lid.** Each Cart must be provided with a lid that continuously
 28 overlaps and comes in contact with the Cart body or otherwise
 29 causes an interface with the Cart body that simultaneously:

- 30 • Prevents the intrusion of rainwater, rodents, birds, and flies;
- 31 • Prevents the emission of odors;
- 32 • Enables the free and complete flow of material from the Cart
- 33 during the dump cycle without interference with the material

1 already deposited in the truck body or the truck body itself and
2 its lifting mechanism;

- 3 • Permits users of the Cart to conveniently and easily open and
4 shut the lid throughout the serviceable life of the Cart;
- 5 • The lid handle must be an integrally molded part of the lid;
- 6 • The lid (and body) must be of design and weight that prevents
7 an empty Cart from tilting backward when flipping the lid open;
8 and,
- 9 • The lid must be hinged to the Cart body in such a manner so as
10 to enable the lid to be fully opened, free of tension, to a position
11 whereby it may rest against the backside of the Cart body.

12 **d. Cart Colors.** The lids of the Solid Waste, Recyclable Materials, and
13 Yard Debris Carts must be differentiated by color. The colors must
14 be colorfast and resistant to fading as a result of weathering or
15 ultraviolet degradation. Solid Waste Cart lids must be black, brown
16 or gray. Recyclable Materials Cart lids must be blue. Yard Debris
17 Cart lids must be green. Company may propose other colors for
18 Carts lids or Carts, which are subject to approval by the City.

19 **e. Identification Markings.**

20 In addition to the requirements in Section 5.4.3.F.2, an arrow (at least
21 3 inches by 5 inches) hot stamped in white color must be placed on
22 the lid, indicating the direction of Cart placement.

23 The words SOLID WASTE, RECYCLABLE MATERIALS OR YARD
24 DEBRIS or other similar words approved by City must be hot
25 stamped in white color on the lids, front or sides of the Cart, as
26 appropriate, in characters no less than two inches.

27 The Company's name and telephone number must be hot stamped
28 in white color on the lids, front or sides of the Cart, as appropriate in
29 characters no less than two inches.

30 **5. Cart Performance Requirements**

31 **a. General.** All Carts must be designed and manufactured to meet the
32 minimum performance requirements described below.

- 1 **b. Cart Load Capacity.** Depending on the capacity, the Carts must
 2 have a minimum load capacity as noted below without Cart
 3 distortion, damage, or reduction in maneuverability or any other
 4 Service.

5

Cart Size (Gallons)	Minimum Load Capacity (pounds)
90-101	200
60-68	130
30-35	70

- 6
- 7 **c. Cart Durability.** At a minimum, Carts must meet the following
 8 durability requirements to satisfy its intended use and performance,
 9 for the Term:

- 10 • Maintain its original shape and appearance;
- 11 • Be resistant to kicks and blows;
- 12 • Require no routine maintenance and be designed to be
 13 maintenance free;
- 14 • Not warp, crack, rust, discolor, or otherwise deteriorate over time
 15 in a manner that will interfere with its intended use;
- 16 • Resist degradation from ultraviolet radiation;
- 17 • Be incapable of penetration by biting or clawing of household
 18 pets (i.e., dogs and cats);
- 19 • The bottoms of Cart bodies must remain impervious to any
 20 damage, that would interfere with the Cart's intended use after
 21 repeated contact with gravel, concrete, asphalt or any other
 22 rough and abrasive surface;
- 23 • All wheel and axle assemblies are to provide continuous
 24 maneuverability and mobility as originally designed and
 25 intended; and,

- 1 • Resist degradation by other airborne gases or particulate matter
2 currently present in the ambient air of the City.
3

4 **d. Chemical Resistant.** Carts must resist damage from common
5 household or residential products and chemicals. Carts, also, must
6 resist damage from human and animal urine and feces.

7 **e. Stability and Maneuverability.** The Carts must be stable and self-
8 balancing in the upright position, when either empty or loaded to its
9 maximum design capacity with an evenly distributed load, and with
10 the lid in either a closed or an open position.

11 The Carts must be capable of maintaining its upright position in
12 sustained or gusting winds of up to 25 miles per hour as applied
13 from any direction.

14 The Carts must be capable of being easily moved and maneuvered,
15 with an evenly distributed load equal in weight to its maximum
16 design capacity on a level, sloped or stepped surface.

17 **f. Lid Performance.** Cart lid assemblies must meet the following
18 minimum requirements:

- 19 • Prevent damage to the Cart body, the lid itself or any component
20 parts through repeated opening and closing of the lid by
21 residents or in the dumping process as intended;
- 22 • Remain closed in winds up to 25 miles per hour from any
23 direction. All lid hinges must remain fully functional and
24 continually hold the lid in the original designed and intended
25 positions when either opened or closed or any position between
26 the two extremes; and,
- 27 • Lid must be designed and constructed such that it prevents
28 physical injury to the user while opening and closing the Cart.

29 **g. Repairability.** Minor cracks, holes, and other damages to hinges,
30 wheels, axle, hardware, and other component parts must be readily
31 repairable by the Company personnel. Company must repairs or
32 restore damaged Carts to their full functionality to meet the design
33 and performance requirements as set for in this Agreement.

1 **5.4.4 Litter Abatement**

2 **A. Minimization of Spills.** Company shall use due care to prevent Solid
3 Waste, Recyclable Materials, Yard Debris, or fluids from leaking, being spilled,
4 and/or scattered during the Collection or transportation process. If any Solid
5 Waste, Recyclable Material, Yard Debris, or fluids leak or are spilled during
6 Collection, Company shall promptly clean up all such materials. Each Collection
7 vehicle shall carry a broom and shovel at all times for this purpose.

8 Company shall not transfer loads from one vehicle to another on any public street,
9 unless it is necessary to do so because of mechanical failure or accidental damage
10 to a vehicle, without prior written approval by City.

11 **B. Clean Up.** During the Collection or transportation process, Company shall
12 clean up litter in the immediate vicinity of any Solid Waste, Recyclable Materials,
13 and Yard Debris storage area (including the areas where Collection Containers are
14 stored for Collection). Company shall discuss instances of repeated spillage not
15 caused by Company directly with the Generator responsible and will report such
16 instances to City. City will attempt to rectify such situations with the Generator if
17 Company has already attempted to do so without success.

18 **5.4.5 Collection Standards**

19 **A. Servicing Receptacles.** Company shall pick up and return each Receptacle
20 to the location where the Owner or occupant properly placed the Receptacle
21 for Collection. Company shall place the Receptacles upright with lids properly
22 secured. Company shall use due care when handling Receptacles. Company
23 shall not throw, roughly handle, damage, or break Receptacles.

24 Company, at the request of customers, shall provide special services including:
25 unlocking Receptacles; accessing Receptacle enclosures with a key; or pulling
26 or pushing Receptacles to the Collection vehicle. Company shall charge
27 Customers for extra services in accordance with City-approved rates.

28 **B. Allocation of City Materials.** Solid Waste, Recyclable Materials, and Yard
29 Debris Collected in the City, which are combined with materials collected from
30 other jurisdictions, shall be allocated by Company to the City's Collection
31 program based on volume or tonnage using a method approved by the City.

1 **C. Instructions to Customer.** Company shall instruct Customers as to any
2 preparation of Solid Waste, Recyclable Materials, or Yard Debris and the
3 proper placement of Receptacles. If Customers are not adhering to Company's
4 instructions, Company shall notify such Customers. In cases of extreme or
5 repeated failure to comply with the instructions, Company may decline to
6 pick-up the Solid Waste, Recyclable Materials, or Yard Debris provided that
7 Company leaves a tag at least two inches by six inches (2" x 6") in size on the
8 Receptacle indicating the reason for refusing to Collect the material. Such tag
9 shall also identify the steps Generator must take to recommence Collection
10 service. If Recyclable Materials contain 5% or greater (measured by volume)
11 of Solid Waste or Yard Debris contain 1% or greater (measured by volume) of
12 Solid Waste, Company shall not Collect materials and shall leave a notice for
13 the Customer identifying reason for non-Collection. Company shall report to
14 the City on a monthly basis any warning notices issued to Customers, and may
15 terminate Recyclable Materials and Yard Debris Collection service upon
16 written notification of the City if, after 10 business days, high contamination
17 levels continue, unless instructed otherwise by the City.

18 **D. Overages.** Company shall direct its employees not to Collect Solid Waste
19 beyond each customer's subscription level of service including scheduled extra
20 pick-ups unless the business office of Company has granted prior
21 authorization to make such Collection.

22 **E. Care of Private Property.** Company shall not damage private property.
23 Company shall ensure that its employees: (i) close all gates opened in making
24 Collections, unless otherwise directed by the Generator, (ii) do not cross
25 landscaped areas, and (iii) do not climb or jump over hedges and fences.

26 City shall refer complaints about damage to private property to Company.
27 Company shall repair all damage to private property caused by its employees.
28 Company shall repair any damages to public property caused by its employees
29 to its previous condition. In the event of repeat occurrences of property
30 damage, the Company shall pay liquidated damages in accordance with
31 Section 12.3.2.

32 **F. Noise.** All Collection operations shall be conducted as quietly as possible and
33 shall conform to applicable federal, state, county and City noise level

1 regulations. Company will promptly resolve any complaints of noise during
2 the morning or evening hours of the day to the satisfaction of the City.

3 **5.4.6 Personnel**

4 Company shall furnish all qualified drivers, mechanical, supervisory, clerical,
5 management, and other personnel as necessary to provide the services required
6 by this Agreement in a satisfactory, safe, economical, and efficient manner. All
7 drivers shall be trained and qualified in the operation of vehicles they operate and
8 must possess a valid license, of the appropriate class, issued by the State of Oregon
9 Department of Motor Vehicles.

10 Company also agrees to establish and vigorously enforce an educational program
11 that will train Company's employees in the identification of Hazardous Waste and
12 Infectious Waste. Company's employees shall not knowingly place such
13 Hazardous Waste in the Collection vehicles or dispose of such Hazardous Wastes
14 and Infectious Waste at the Disposal Site, Processing Facilities, or transfer
15 Facilities.

16 Company shall train its employees in customer courtesy, shall prohibit the use of
17 loud or profane language, and shall instruct Collection crews to perform the work
18 quietly. Company shall use its best efforts to assure that all employees present a
19 neat appearance and conduct themselves in a courteous manner. If any employee
20 is found to be discourteous or not to be performing services in the manner required
21 by this Agreement, Company shall take all necessary corrective measures
22 including, but not limited to, transfer, discipline or termination. If City has
23 notified Company of a complaint related to discourteous or improper behavior,
24 Company will consider reassigning the employee to duties not entailing contact
25 with the public while Company is pursuing its investigation and corrective action
26 process.

27 Company shall provide suitable operations, health, and safety training for all of
28 its employees who use or operate equipment or who are otherwise directly
29 involved in Collection or other related operations.

30 **5.4.7 Identification Required**

31 Company shall provide its employees and Subcontractors with identification for
32 all individuals who may make face-to-face contact with residents or businesses in

1 City. City may require Company to notify customers yearly of the form of said
2 identification. Company shall provide a list of current employees and
3 Subcontractors to City upon request.

4 **5.4.8 Fees and Gratuities**

5 Company shall not, nor shall it permit any agent, employee, or Subcontractors
6 employed by it, to request, solicit, demand, or accept, either directly or indirectly,
7 any compensation or gratuity for the Collection and transportation of Solid Waste,
8 Recyclable Materials, or Yard Debris. Compensation or gratuity shall exclude
9 holiday gifts.

10 **5.4.9 Non-Discrimination**

11 Company shall not discriminate in the provision of service or the employment of
12 Persons engaged in performance of this Agreement on account of race, color,
13 religion, sex, age, physical handicap, or medical condition in violation of any
14 applicable federal or state law.

15 **5.4.10 Change in Collection Schedule**

16 Company shall notify the City at least 30 calendar days prior to, and residential
17 customers not later than 2 weeks prior to, any change in the residential Collection
18 schedule which results in a change in the day on which Solid Waste, Recyclable
19 Materials, and Yard Debris Collection occurs. Company will not permit any
20 customer to go longer than the customer's scheduled service frequency in
21 connection with a Collection schedule change. City's approval of any change in
22 residential Collection is required prior to such change, and such approval will not
23 be withheld unreasonably.

24 **5.4.11 Report of Accumulation of Solid Waste; Unauthorized Dumping**

25 Company shall direct its drivers to note (1) the addresses of any Premises at which
26 they observe that Solid Waste, Recyclable Materials, or Yard Debris is
27 accumulating and is not being delivered for Collection; and (2) the address, or
28 other location description, at which Solid Waste, Recyclable Materials, or Yard
29 Debris has been dumped in an apparently unauthorized manner. Company shall
30 deliver the address or description to City within five business days of such
31 observation.

1 **5.6 Contingency Plan**

2 Company shall submit to City a written contingency plan demonstrating
3 Company's arrangements to provide vehicles and personnel and to maintain
4 uninterrupted service during breakdowns, and in case of natural disaster or other
5 emergency (not including a labor dispute), including the events described in
6 Section 12.4.

7 **5.7 Recyclable Materials and Yard Debris Processing**

8 **5.7.1 Processing**

9 Company agrees to transport and deliver all Recyclable Materials and Yard Debris
10 it Collects in the City to the Approved Processing Sites. Company shall arrange
11 for separate Processing of Commingled Recyclable Materials and glass. Company
12 shall arrange for Disposal of residue from the Recyclable Materials and Yard
13 Debris at a Disposal Site selected by Company.

14 Company shall select Processing Sites and secure sufficient capacity to Process
15 Recyclable Materials and Yard Debris Collected under this Agreement. Company
16 shall provide the City, upon request, with documentation demonstrating
17 availability of such capacity. Company shall pay all costs associated with
18 transporting Recyclable Materials and Yard Debris to the Processing Site(s) as well
19 as any Processing costs. The Processing Sites selected by Company shall be
20 approved by the City at least 90 days prior to use of such sites.

21 Company shall keep all existing permits and approvals necessary for use of the
22 Processing Site(s) in full regulatory compliance. Company shall, upon request,
23 provide copies of notices of violation or permits to the City.

24 If Company elects to use a Processing Site that is different from the Approved
25 Processing Site, it shall secure prior written approval from the City. The City shall
26 not compensate the Company for any increased transportation and Processing
27 costs associated with the use of Processing Site(s) different from the Approved
28 Processing Site(s).

29 **5.7.2 Transfer**

30 If the Company (i) transports Recyclable Materials or Yard Debris to a Transfer
31 Station where the materials will be unloaded from Collection vehicles and loaded

1 into large-capacity vehicles and transported to the Processing Site(s) or (ii) pulls
2 two or more Collection trailers in tandem with one truck, and the Company is
3 unable to do so then the Company shall be responsible for making other
4 transportation arrangements. In such event, Company shall not be compensated
5 for any additional costs. If the Company plans to change its transfer method,
6 Company shall obtain written approval from the City prior to making the change.
7 The City shall approve the transfer method and the facility(ies) Company
8 proposes to use.

9 If Company uses a Transfer Station, Company shall select the Transfer Station and
10 secure sufficient capacity to transfer Recyclable Materials and Yard Debris
11 Collected under this Agreement. Company shall provide the City, upon request,
12 with documentation demonstrating availability of such capacity. All costs
13 associated with transporting Recyclable Materials and Yard Debris to the Transfer
14 Station as well as any transfer costs shall be paid by Company. Company agrees
15 to use Approved Transfer Station and such site approval shall be obtained from
16 the City at least 90 days prior to use of such site.

17 **5.7.3 Cooperation with Operator**

18 Company shall cooperate with the operator of the Transfer Station and/or
19 Processing Sites with regard to operations therein, including, for example,
20 complying with directions from the operator to unload Collection vehicles in
21 designated areas, accommodating maintenance, operations, and construction of
22 new facilities, and so forth.

23 **5.7.4 Marketing**

24 The Company shall be responsible for marketing or arranging for marketing of
25 Recyclable Materials and Yard Debris it Collects in the City. With respect to Yard
26 Debris, Company shall make, or arrange for making of, end products (e.g.
27 compost) or develop end uses for materials that maximize the recovery rate as
28 calculated in accordance with Chapter 459A of ORS. Company shall not use Yard
29 Debris for the purposes of alternative daily cover (ADC) or for transformation fuel,
30 unless prior written approval is obtained from the City.

31 Upon request, Company shall provide proof to the City that all Recyclable
32 Materials and Yard Debris Collected are marketed for Recycling or reuse in such

1 a manner that maximize the City's recovery rate as calculated in accordance with
2 Chapter 459A of ORS. All residual material from the Processing activities that is
3 not marketed for use shall be accounted for as Disposal Tonnage at a permitted
4 Disposal Site. No Recyclable Materials or Yard Debris shall be transported to a
5 domestic or foreign location if Solid Waste Disposal of such material is its intended
6 use for landfill Disposal.

7 **5.7.5 Disposal of Recyclable Materials and Yard Debris Prohibited**

8 Recyclable Materials and Yard Debris may not be Disposed of in lieu of Recycling
9 the material, without the expressed written approval of the City. If Company
10 believes that it cannot divert the Recyclable Material or Yard Debris from Disposal,
11 then it shall prepare a written request for approval to Dispose of such material.
12 Such request shall contain the basis for its belief, describe the Company's efforts to
13 arrange for the diversion from Disposal of such material, the period required for
14 such Disposal, the incremental costs or cost savings resulting from such Disposal,
15 and any additional information supporting the Company's request. The City shall
16 consider the Company's request and inform Company in writing of its decision
17 within 30 calendar days. If the City approves such request, any difference in the
18 cost of such Disposal compared to diversion shall be adjustment in accordance
19 with Section 7.5.

20 **5.7.6 City Right to Select Processing Site**

21 The City reserves the right to direct Company to Processing Site(s) other than that
22 selected by Company. In such case, the Company shall be released from its
23 indemnification obligation in Section 10.1 and 10.2 as it relates to actions or
24 negligence of the owner and operator of the City-selected Processing Site(s), and
25 the City shall adjust Company's Compensation in accordance with procedures for
26 a City-directed change in scope in accordance with Section 3.3. City shall provide
27 written notice to Company not less than 90 days before effective date of the
28 change.

29 **5.7.7 Record Keeping**

30 Company shall maintain accurate records of the quantities of Recyclable Materials
31 and Yard Debris transported to the Transfer Station and/or Approved Processing

1 Sites and will cooperate with City in any audits or investigations of such
2 quantities.

3 **5.8 Disposal of Solid Waste**

4 **5.8.1 Disposal**

5 Company shall select a Disposal Site and secure sufficient capacity to Dispose of
6 All Solid Waste Collected under this Agreement. Company shall provide the City,
7 upon request, with documentation demonstrating availability of such capacity.
8 The Disposal Site selected by Company shall be approved by the City at least 90
9 days prior to use of such site.

10 Company shall keep all existing permits and approvals necessary for use of the
11 Disposal Site in full regulatory compliance. Company shall, upon request, provide
12 copies of notices of violation or permits to the City.

13 Company shall Transport to and Dispose of all Solid Waste Collected in the City
14 at the Approved Disposal Location. Company shall cooperate with the operator
15 of the Approved Disposal Location and comply with the operator's requirements
16 such as how and where to unload Collection vehicles, respecting operations and
17 construction of new facilities, cooperating with the operator's Hazardous Waste
18 Exclusion Program, and so forth. Company shall pay all costs associated with the
19 Transporting and Disposing of Solid Waste. Disposal costs shall include all
20 regulatory fees and other surcharges.

21 If the Disposal Site becomes unable to accept and dispose of City's Solid Waste for
22 reasons outside the Company's control, the Company shall, with the prior
23 approval of City, to the extent it is legally able to do so, transport and Dispose of
24 City's Solid Waste at another Disposal Site that results in the lowest possible
25 transportation and Disposal cost. Additional transportation and Disposal cost
26 incurred in delivering the Solid Waste to another Disposal Site will be the
27 responsibility of Company to recover from the Owner of the Disposal Site.

28 Company may Dispose of residue from Recyclable Materials or Yard Debris at any
29 Disposal Site selected by the Company.

5.8.2 Transfer

Company may use an Approved Transfer Station to handle Solid Waste Collected in the City in accordance with Section 5.7.2

5.8.3 City Right to Select Disposal Site

The Company shall select the Approved Disposal Site subject to the City's approval. The City reserves the right to direct Company to a Disposal Site other than that selected by Company if the Approved Disposal Location specified on the Effective Date is not owned or operated by the Company or by a company affiliated with the Company. In such case, Company shall be released from its indemnification obligation in Section 10.1 and 10.2 as it relates to actions or negligence of the owner and operator of the City-selected Disposal Site, and the City shall adjust Company's Compensation in accordance with procedures for a City-directed change in scope in accordance with Section 3.3. City shall provide written notice to Company not less than 90 days before effective date of the change.

5.8.4 Company Right to Propose Alternative Sites

The Company has the right to propose an alternative Disposal Site, Recyclable Material Processing Site, Yard Debris Processing Site or Transfer Station. In such case the Company shall make a formal written request to the City and shall provide the City with all operational and cost data to support any adjustment to the Rates. The City reserves the right, at its sole discretion, to accept or reject the Company's proposed site. If the City rejects the Company's proposed site there shall be no change to the Approved Disposal Site, Approved Recyclable Material Processing Site, Approved Yard Debris Processing Site or Approved Transfer Station. If the City accepts the Company's proposal, the Company's proposed Disposal Site, Recyclable Material Processing Site, Yard Debris Processing Site or Transfer Station shall become the new Approved Disposal Site, new Approved Recyclable Material Processing Site, new Approved Yard Debris Processing Site or new Approved Transfer Station. In such case, any and all requirements, indemnifications etc. associated with the then current Approved Disposal Site, Approved Recyclable Material Processing Site, Approved Yard Debris Processing Site or Approved Transfer Station shall apply to and/or be required of the new Approved Disposal Site, Approved Recyclable Material Processing Site, Approved

1 Yard Debris Processing Site or new Approved Transfer Station.

2 **5.8.5 Record Keeping**

3 Company shall maintain accurate records of the quantities of Solid Waste
4 transported to the Transfer Station and/or Disposal Site and will cooperate with
5 City in any audits or investigations of such quantities.

6 **5.9 Service Exceptions; Hazardous Waste Notifications**

7 **5.9.1 Hazardous Waste Inspection and Reporting**

8 Company reserves the right and has the duty under law to inspect Solid Waste,
9 Recyclable Materials, and Yard Debris placed in Receptacles for Collection and to
10 reject Solid Waste, Recyclable Materials, and Yard Debris observed to be
11 contaminated with Hazardous Waste and the right not to Collect Hazardous
12 Waste put out with Solid Waste, Recyclable Materials, or Yard Debris. Company
13 shall notify all agencies with jurisdiction, if appropriate, including the State of
14 Oregon Department of Environmental Quality and Local Emergency Response
15 Providers and the National Response Center of reportable quantities of Hazardous
16 Waste found or observed in Solid Waste, Recyclable Materials, and Yard Debris
17 anywhere within City. In addition to other required notifications, if Company
18 observes any substances which it or its employees reasonably believe or suspect
19 to contain Hazardous Wastes unlawfully Disposed of or released on any City
20 property, including storm drains, streets or other public rights of way, Company
21 will immediately notify the City Manager or the City Manager's designee.

22 **5.9.2 Generator Notification**

23 When Solid Waste, Recyclable Materials, or Yard Debris is not Collected from any
24 residential Generator, Company shall notify the Generator in writing, at the time
25 Collection is not made, through the use of a "tag" (at least two inches by six inches
26 in size) or otherwise, of the reasons why the Collection was not made. When Solid
27 Waste, Recyclable Materials, or Yard Debris is not Collected from any commercial
28 Generator, Company shall notify customer by phone of the reasons why the
29 Collection was not made.

5.9.3 Hazardous Waste Diversion Records

Company shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste, Recyclable Materials, and Yard Debris and which was inadvertently Collected from service recipients within City, but diverted from Disposal.

5.10 Collection from City Facilities

Company shall Collect Solid Waste, Recyclable Materials, and Yard Debris from City locations at the service levels and collection frequency identified in Exhibit 1. Such Collection shall occur at least once per week or more frequently as requested by the City. Company shall provide and maintain Collection Receptacles for the City's use, with the exception of public litter and public recycling cans that shall be provided and maintained by the City.

Company may integrate Collection of Solid Waste, Recyclable Materials, and Yard Debris from City facilities with other Collection services, provided that Company attributes estimated Tonnage Collected from City facilities separately from other customers.

Company shall provide the services required by this Section at no charge to the City.

5.12 Motor Oil Collection

On a weekly basis, Company shall Collect from Single-Family Dwelling Units and Multi-Family Dwelling Units used motor oil placed Curbside for Collection in Customer-provided containers. Company shall not be required to Collect more than two gallons of used motor oil per individual dwelling unit per week. Company shall Recycle, or arrange for Recycling, all used motor oil Collected.

5.13 Infectious Waste Collection

Company shall Collect, transport, Process, and Dispose of Infectious Waste from Residential and Commercial Premises. The Collection frequency and method of Collection shall be mutually agreed upon by the Company and the Generator.

ARTICLE 6 OTHER SERVICES

6.1 Services and Customer Billing

6.1.1 Service Description

Company shall annually, and with every service start, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled to service under this Agreement a listing of Company's Collection Rates, rates for other services, annual Holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Company.

6.1.2 Billing

Company shall bill and collect from Persons receiving Collection services at Rates set by City. City shall approve the form and content of the Billing statements, with such approval not be unreasonably withheld. Billing shall be performed either monthly, every other month, or quarterly for each account, but in no event less frequently than once per quarter. Company may terminate Collection service to Solid Waste accounts that become more than 60 calendar days past due, following 30 calendar days written notice. Company shall promptly restore service when the delinquent charges, including reinstatement charges, have been paid in full. The Company may require a deposit from customers who are habitually delinquent.

6.1.3 Customer Billing List

Upon request by City, Company shall prepare a complete customer billing list (containing the number of accounts by service category) and submit such list to the City in accordance with Section 9.3.3.

6.1.4 Review of Billings

At least annually, Company shall review its Billings records to determine that the amount the Company bills each customer is correct in terms of the level of service (i.e., frequency of Collection, size of Receptacle, and location of Receptacle) being provided to such customer by Company. Company shall distribute new route

1 books to its drivers as needed to reflect changes in customer service levels that are
2 consistent with Billings. Route supervisors shall periodically check the routes to
3 ensure that drivers are providing service in accordance with their route books,
4 which are to be consistent with Billings.

5 For inspection by the City upon request, Company shall maintain copies of said
6 Billings for a period of five years after the date of service and copies of receipts for
7 a period of two years after the date of service, each in chronological order.
8 Company may, at its option, maintain those records in computer form, on
9 microfiche, or in any other manner, provided that the records can be preserved
10 and retrieved for inspection and verification in a timely manner.

11 **6.2 Customer Service**

12 **6.2.1 Company Office**

13 The Company's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m.,
14 Monday through Friday, exclusive of Holidays. A responsible and qualified
15 representative of Company shall be available during office hours for
16 communication with the public. Company shall maintain a local or toll-free
17 telephone number for use by customers. Company's telephone system shall be
18 adequate to handle the volume of calls typically experienced on the busiest days.
19 Company shall have a representative, answering the telephone or voice-mail
20 service available at said after-hours telephone number.

21 **6.2.2 Complaint Documentation and Response**

22 The City and Company shall instruct Persons with service complaints to direct
23 complaints to Company. Company shall log all complaints received by telephone
24 and said log shall include the date and time the complaint was received, name,
25 address and telephone number of caller, description of complaint, employee
26 recording complaint and the action taken by Company to respond to and remedy
27 complaint.

28 All written customer complaints and inquiries shall be date-stamped when
29 received and shall be initially responded to within one business day of receipt.
30 Company shall log action taken by Company to respond to and remedy the
31 complaint.

1 Daily logs of complaints concerning Collection of Solid Waste, Recyclable
 2 Materials, and Yard Debris shall be retained for a minimum of 24 months and shall
 3 be available for review by City during business hours and at no cost. City shall, at
 4 any time during regular Company business hours, have access to Company's
 5 customer service department for purposes that may include monitoring the
 6 quality of customer service or researching customer complaints.

7 **6.2.3 Resolution of Customer Complaints**

8 A customer dissatisfied with Company's decision regarding a complaint may ask
 9 City to review the complaint. Company shall provide the customer with the
 10 telephone number of the City Liaison, as designated in accordance with Section
 11 6.2.4. The City Liaison shall contact Company's Government Liaison (as
 12 designated in accordance with Section 6.2.4) to request additional information and
 13 ask Company to respond to the complaint. Company shall attempt to cure the
 14 complaint and notify City Liaison by telephone or in writing of resolution.

15 If the customer is still dissatisfied, the matter may be referred to the City Manager.
 16 The decision of City Manager or his/her designee shall be final on any matter.
 17 Nothing in this Section is intended to affect the remedies of third parties against
 18 Company.

19 **6.2.4 Liaisons**

20 Upon execution of this Agreement, Company shall designate in writing a
 21 "Government Liaison" who shall be responsible for working with City Manager
 22 and/or City's designated representative(s) to resolve customer complaints. City
 23 shall designate in writing a "City Liaison" who shall be responsible for working
 24 with Company and/or Company's designated representative to resolve customer
 25 complaints. The Parties shall inform each other of changes in these representations
 26 within two business days of the change.

27 **6.3 Public Education**

28 **6.3.1 Education Requirements**

29 Company public education program shall focus on providing information to
 30 customers to comply with requirements of ORS 459A.010(2)(c), which generally
 31 requires a public education program to inform solid waste Generators of the

1 manner and benefits of reducing, reusing, recycling and composting material and
2 to promote use of recycling services. At a minimum, the Company shall provide
3 the following public education:

4 **A. Service Initiation.** Education materials shall be distributed to all residents and
5 businesses prior to the commencement of services describing the Collection
6 services offered by the Company and Rates for such services, and soliciting
7 customer's preferences regarding Receptacle size and Collection frequency for
8 Solid Waste, Recyclable Materials, and Yard Debris. These educational
9 materials shall also educate customers about source reduction, reuse, and
10 Recycling opportunities.

11 **B. New customer education.** Education materials shall be provided to all new
12 Collection service customers that includes Recyclable Materials Collection
13 notification and education packets that include, at a minimum, the materials
14 Collected, the schedule for Collection, the way to prepare materials for
15 Collection and the reasons Persons should separate Recyclable Materials and
16 Yard Debris for separate Collection. The educational and promotional
17 materials provided to commercial Collection customers should be targeted to
18 meet the needs of various types of businesses and should include reasons to
19 Recycle, including economic benefits, common barriers to Recycling and
20 solutions, additional resources for commercial Generators of Solid Waste and
21 other information designed to assist and encourage Recycling efforts. The
22 educational and promotional materials provided to commercial Collection
23 customers shall encourage each commercial Collection customer to have a goal
24 to achieve 50 percent recovery from its Solid Waste stream.

25 **C. Quarterly newsletter or promotion.** Education materials in a variety of
26 formats and materials at least four times a calendar year to Collection service
27 customers that includes, at a minimum, promotion of Recyclable Materials and
28 Yard Debris programs, a description of the materials Collected by Company,
29 and the schedule for Collection.

30 **D. Annual promotion.** Education materials at least annually to all Collection
31 service customers, of the information under subsection B above.

32 **E. Other promotion.** Education materials or events targeting of community and
33 media events to promote Recycling.

1 **6.3.2 Format of Promotional Materials**

2 Company's educational media may include newsletters, flyers, door hangers,
3 notification tags, and direct contact. Materials shall be printed on paper containing
4 the highest levels of recycled content material as is reasonably practical with a
5 minimum requirement of 30% post-consumer content based on Federal standards.

6 **6.3.3 City Review**

7 Company shall submit all promotional materials to the City for review and
8 approval prior to publication or distribution to customers. The City shall review
9 and approve the materials within five business days of receipt.

10 **6.3.4 Cooperation with County Efforts**

11 From time to time, Clackamas County prepares public education information that
12 includes data on the City's programs and provides education and technical
13 assistance to residents and businesses in the City. The Company shall cooperate
14 with Clackamas County by: (i) providing, upon the County's request, information
15 regarding the Collection, Processing, and Disposal services provided in the City,
16 and (ii) responding to County inquiries or requests related to specific customers.

17 **6.4 Waste Generation and Characterization Studies**

18 Company acknowledges that City must perform Solid Waste generation and
19 Disposal characterization studies periodically to comply with ORS 459A.035.
20 Company agrees to participate and cooperate with City and its agents and to
21 accomplish studies and data collection and prepare reports, as needed, to
22 determine weights and volumes of Solid Waste and characterize Solid Waste
23 generated, Disposed, diverted or otherwise handled or Processed.

ARTICLE 7
COMPANY'S COMPENSATION AND RATES

7.1 Company's Compensation

The Company's Compensation for performance of all its obligations under this Agreement shall be the actual gross Rate revenues remitted to Company by customers less fees due to the City and County in accordance with Article 4. Company's Compensation provided for in this Article shall be the full, entire, and complete compensation due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the services in the manner required by this Agreement.

If Company's costs are more than actual gross Rate revenues retained by Company, Company shall not be compensated for the difference in costs and revenues. If Company's costs are less than the actual gross Rate revenues retained by the Company, Company shall retain the difference. In addition, calculations of Rates shall not be adjusted for variances of actual costs or revenues during prior periods of time.

7.2 Rates

Under this Agreement, Company shall have the right and obligation to charge and collect from customers, Rates that are approved by the City. The Rates, which are contained in Exhibit 2, are set by City Council Resolution and are effective May 1, 2015 through December 31, 2016. The Company shall bill customers and collect payments in accordance with the Rates set forth in Exhibit 2 and pursuant to Section 6.1.

The Rates shall be fixed, as per Exhibit 2, for Rate Period One, commencing May 1, 2015 and ending December 31, 2016, and shall not be adjusted to reflect either increases or decreases in costs from those anticipated by Company. The Rates shall be adjusted annually, with City Council approval, commencing January 1, 2017 through the remaining Term of this Agreement including any extension periods, as described in Section 7.3.

The City reserves the right to adjust Rate relationships in the future provided that the Company is made whole in terms of Gross Revenues.

1 7.3 Annual Adjustment of Rates

2 7.3.1 Annual Adjustment

3 Subject to the terms herein, the Company shall be entitled to an annual adjustment
 4 of all Rates. Each Rate includes an Operating Component and Tipping Fee
 5 Component, which are annually adjusted. The City Council shall make a good
 6 faith effort to approved adjusted Rates by November 1 of each year, and such Rates
 7 shall be effective on each January 1. If Rate adjustments are not approved by
 8 November 1, then prior Rates remain in effect until such adjustment is made.

9 Each Rate is annually adjusted as specified in Section 7.3.2 through 7.3.4.

10 7.3.2 Adjustment of the Operating Component

11 The Operating Component of the Rates specified in Exhibit 2 shall be adjusted
 12 annually, using the method below, to reflect 80% of the change in the All Urban
 13 Consumers Index Half1 (CPI-U) compiled and published by the U.S. Department
 14 of Labor, Bureau of Labor Statistics or its successor agency, using the following
 15 parameters, or by 5%, which ever is less.

16 CPI-U Parameters:

- 17 • Area - Portland - Salem, OR - WA
- 18 • Item - All Items
- 19 • Base Period - Current 1982-84=100
- 20 • Not seasonally adjusted
- 21 • Periodicity - Semi-annual

22 Step 1: Calculate the Change in Half1 CPI-U as follows:

23 Change in Half1 CPI-U = ((Most current Half1 CPI-U - previous 12-
 24 month Half 1 CPI-U)/previous 12-month Half1 CPI-U) x 0.80) or 0.05,
 25 whichever is less

26 Step 2: Calculate the Adjusted Operating Component as follows:

27 Adjusted Operating Component = Then-current Operating
 28 Component x (1 + the Change in Half1 CPI-U as calculated in Step 1
 29 above)

30 The Operating Component shall be rounded to the nearest cent.

1

2

For example, assuming:

3

4

1. Most-recently published Half1 CPI-U (Half1 2003) = 186.0

5

2. Half1 CPI-U published 12 months prior (Half1 2002) = 183.5

6

3. Then-current Operating Component = \$5.00

7

8

Change in Half1 CPI-U = $((186.0 - 183.5)/183.5) \times 0.80 = 0.0109$, which
is less than 0.05; therefore, the Change in Half1 CPI-U is 0.0109

9

10

Adjusted Operating Component = $\$5.00 \times (1 + 0.0109) = \5.05

11

12

If the CPI-U is discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI-U had not been discontinued or revised.

13

14

15

16

7.3.3 Adjustment of the Tipping Fee Component

17

18

19

20

21

22

23

The Solid Waste Disposal and Yard Debris Processing Tipping Fee Component of each Rate will be adjusted to reflect any percentage change in the per-ton tipping fees charged at the Approved Transfer Station and the Approved Yard Debris Processing Site, as appropriate. There shall be no adjustment to the Recyclables Materials Processing Tipping Fee Component of each rate over the Term of the Agreement. The tipping fee component adjustment shall equal:

$$\begin{array}{l} \text{Adjusted Tipping} \\ \text{Fee Component} \end{array} = \begin{array}{l} \text{Then-current Tipping Fee Component} \times (\text{Current} \\ \text{Approved Tipping Fee} / \text{Prior Approved Tipping} \\ \text{Fee}) \end{array}$$

24

For example, assuming:

25

1. Then-current Tipping Fee Component = \$1.50, which includes a Solid Waste Disposal component = \$1.00 and Yard Debris Processing Component = \$0.50

26

27

28

2. Current Approved Tipping Fee for the Approved Disposal Location = \$30.00 per Ton

29

30

3. Prior Approved Tipping Fee for the Approved Disposal Location = \$28.80 per Ton

31

32

4. Current Approved Tipping Fee for the Approved Yard Debris Processing Location = \$5.00 per Ton

33

- 1 5. Prior Approved Tipping Fee for the Approved Yard Debris Processing
2 Location = \$4.75 per Ton
3 6. Adjusted Tipping Fee Component = $\$1.00 \times (\$30.00 / \$28.80) + \$0.50 \times$
4 $(\$5.00 / \$4.75) = \$1.04 + \$0.53 = \$1.57$

5 The Adjusted Tipping Fee Component shall be rounded to the nearest cent.

6 The Prior Approved Tipping Fee is the fee last used to set Rates. As of the Effective
7 Date of this Agreement, the Approved Transfer Station Tipping Fee is \$62.50 per
8 ton; and the Approved Processing Site Location Tipping Fee for Yard Debris is
9 \$5.50 per compacted yard. These fees shall be used as the prior Approved Tipping
10 Fee for the first adjustment of the Tipping Fee components.

11 **7.3.4 Calculation of Adjusted Rates**

12 Adjusted Rates shall be calculated as follows:
13

$$\begin{array}{l} \text{Adjusted} \\ \text{Rate} \end{array} = \begin{array}{l} \text{Adjusted Operating} \\ \text{Component} \end{array} + \text{Adjusted Tipping Fee}$$

14 For example, assuming:
15
16

- 17 1. The Rate being adjusted is a Residential Solid Waste Collection Rate
18 2. Adjusted Operating Component = \$5.05 (as calculated in Section 7.3.2)
19 3. Adjusted Tipping Fee Component = \$1.57 (as calculated in Section
20 7.3.3)
21

$$22 \quad \text{Adjusted Collection Rate} = \$5.05 + \$1.57 = \$6.62$$

23 **7.4 Annual Rate Application Process**

24 On or before September 1 of each Rate Period, Company shall submit an
25 application requesting the Rate adjustment for the following Rate Period. The
26 application shall present each Rate for the then-current Rate Period and calculation
27 of each adjusted Rate for the following Rate Period. The application shall include
28 all supporting documentation for calculation of the adjusted Rates including CPI-
29 U and Tipping Fee data.

30 The Company's Rate application shall be reviewed by the City. The City Council
31 shall adjust Rates to reflect the adjustments made in accordance with Section 7.3.

1 The City Council shall act in good faith to approve such Rate adjustments by
2 November 1 of each year so that approved Rates take effect at the commencement
3 of the Rate Period. Notwithstanding the provisions of Section 7.3, the adjusted
4 Rates will not take effect until the City Council has approved such Rates.

5 If the Company submits its Rate application on or before September 1, and the City
6 does not adjust Rates to be effective on or before January 1 of a Rate Period, the
7 City shall include a surcharge on the Rates that shall be effective for the remainder
8 of the Rate Period to recover revenues lost by the Company, if any. If the effective
9 date of the Rates is March 1 or later, the City shall adjust the Rates to recoup lost
10 revenues, if any, as well as interest due the Company on lost revenues, where
11 interest shall be calculated using the most-recently published average daily
12 interest rate for the Oregon Local Government Investment Pool (LGIP) published
13 by the Oregon State Treasurer's office. To determine the amount of lost revenues,
14 if any, the City and Company shall meet and confer to determine the effect the
15 delay in adopting Rates has on the Company's revenue. The assessment of the
16 revenue impact shall consider the Company's billing cycle (e.g., impact to
17 Customers billed in advance and to Customers billed in arrears), the ability of
18 Company to delay issuance of bills, the payment cycle of Customers, and other
19 variables.

20 If the Company does not submit the application by September 1, Rates may not be
21 adjusted by November 1. In such case, all Rates shall be adjusted to be effective
22 the first of the month of the next billing cycle following approval by the City
23 Council. If the Company does not submit the application by September 1, no
24 retroactive adjustment will be made to allow the Company to recover revenues
25 that it would have collected, had the Rate adjustment been implemented in
26 accordance with the prescribed schedule.

27 **7.5 Special Rate Review**

28 **7.5.1 Eligible Items**

29 The Company is entitled to apply to the City for consideration of a special Rate
30 review, or the City may initiate such a review, should one or more events listed in
31 this section occur. If the occurrence of such event or combination of events, has a
32 material effect on the Company's cost of service of \$20,000 or more annually, the
33 City shall be obligated to perform a special Rate review; however, if the occurrence

1 of such event(s) has less than a \$20,000 effect on the Company's annual cost of
 2 service, the City shall not be obligated to conduct the review.
 3

4 1. Documented significant changes in the cost to provide services required in
 5 this Agreement as a result of an agreed-upon, City-directed change in scope,
 6 as provided for under Section 3.3.

7 2. Flood, earthquake, other acts of nature, war, civil insurrection, riots, or other
 8 similar catastrophic events beyond the control of Company.

9 3. Change in Law after the Effective Date that: (1) was not reasonably known
 10 to the Company before the Effective Date, and (2) the Company
 11 substantiates such claim.

12 4. The number and type of customers differs significantly from the number
 13 and type of customers presented in Attachment 1 of the *January 2003 City of*
 14 *Sandy Request for Proposals for Solid Waste, Recyclable Materials, and Yard Debris*
 15 *Collection Services*, and Company submits an application for a special rate
 16 review for this reason no later than September 1, 2005.

17 5. The calculated change in Half1 CPI-U in accordance with Step 1 of Section
 18 7.3.2 is equal to or greater than 0.05.

19 6. Fuel price increases that result in a direct increase of more than 2% in the
 20 Company's cost of providing services required by this Agreement.

21 **7.5.2 Ineligible Items**

22 The Company will not be compensated over the Term for:
 23

24 1. Increases in the cost of Solid Waste, Recyclable Materials, or Yard Debris
 25 Collection, transportation, Processing, or Disposal costs in excess of the
 26 increases provided through the annual adjustment mechanism described in
 27 Section 7.3 unless cost increases are related to eligible items listed in Section
 28 7.5.1.

29 2. Increases in the cost of Solid Waste, Recyclable Materials, or Yard Debris
 30 Collection, transportation, Processing, or Disposal costs that may be impacted
 31 by change in Approved Disposal Location, Approved Transfer Station, or
 32 Approved Processing Site operating conditions, unless such change is initiated
 33 by or at the direction of the City.

- 1 3. Decreases in Revenues from the sale of Recyclable Materials or Yard Debris.
- 2 4. Growth or decline in the number of customers or their subscription levels;
- 3 however, the Company shall be entitled to bill all customers at the Rates set
- 4 forth herein and retain all Rate revenues net fees due to City collected from its
- 5 customers for Collection services provided under this Agreement.
- 6 5. Changes in the number of accounts related to Receptacle sizes or frequency of
- 7 Collection; however, the Company shall be entitled to bill all customers at the
- 8 Rates set forth herein and retain all Rate revenues net fees due to City collected
- 9 from Company's customers for Collection services provided under this
- 10 Agreement.
- 11 6. Change in the tonnage or composition of Solid Waste, Recyclable Materials, or
- 12 Yard Debris.

13 **7.5.3 Review of Costs**

14 If the Company or the City requests a special Rate review, the City shall have the

15 right to review any or all financial and operating records of Company and related-

16 party entities. The cost of the special Rate review incurred by the City and its

17 agents shall be recovered through the Rates if the City approves that requested

18 Rate adjustment. The Company shall pay the City for costs associated with the

19 review incurred by the City and its agents if the City does not approve the

20 requested Rate adjustment or if said review is initiated by the City.

21 **7.5.4 Submittal of Request**

22 If the Company is requesting a special Rate review, the Company must submit its

23 request for a special review of Rates, and cost and operational data, in a form and

24 manner specified by the City, at least 90-days before the proposed effective date

25 of any Rate adjustment.

26 If City is requesting a special Rate review, the City shall notify the Company at

27 least seven months before the proposed effective date of any Rate adjustment.

28 Upon such notification, Company shall, within 30 calendar days, submit

29 reasonable cost and operational data as requested by the City, in a form and

30 manner specified by the City.

31 A request for special Rate review shall include a proposal on whether the Rate

32 adjustment resulting from the special Rate review will be an adjustment in

1 addition to or in lieu of the annual Rate adjustment to be performed in accordance
2 with Section 7.3.

3 **7.5.5 Burden of Justification**

4 Company shall bear the burden of justifying to the City by substantial evidence
5 any entitlement to current, as well as increased, Rates under this Section 7.5. If the
6 City determines that the Company has not met its burden, the Company may
7 request one hearing to produce additional evidence. Upon such request, the City
8 shall permit said additional hearing. In the event the City denies Company's
9 request, Company shall have the right to present its claim in a court of competent
10 jurisdiction.

11 **7.5.6 Grant of Request**

12 Based on evidence the Company submits, the City Council may grant some, all or
13 none of the requested increase and approve adjusted Rates.

14 **7.5.7 Compensation**

15 The Party requesting the special Rate review shall bear all reasonable costs of both
16 Parties for participating in such review up to a maximum of \$25,000 per Party and
17 such costs shall not be reimbursed through Rates charged customers.

18 **7.6 Rates for Changes in Scope**

19 In the event either the City or Company requests a change in scope in accordance
20 with Section 3.3, the Company shall furnish the City with projected operational
21 and cost data for the change in scope to support any adjustment to Rates. For the
22 purposes of analyzing cost impacts of changes in scope, the Company's profit shall
23 be calculated using an operating ratio of 88% of actual reasonable and necessary
24 costs net of Disposal expenses and Franchise Fees. The City reserves the right to
25 require that the Company supply any additional cost data or other information it
26 may reasonably need to ascertain the appropriate Rate adjustment, if any, for the
27 change in scope. The City shall review this operational and cost data, and the City
28 Council shall establish Rates for the change in scope, if warranted.

29 The granting of any change in scope shall be contingent upon City approval and
30 establishment of new Rates. The City shall adjust Rates, in good faith, coincident

1 with any adjustment made pursuant to this Section so that the change in scope and
2 the corresponding Rates become effective on the same date.

3 **7.7 Notice of Rate Adjustments**

4 The Company shall provide all customers with advance written notice of
5 approved Rate changes, in the form of a bill insert at least 30 calendar days before
6 the effective date of such changes.

7 **7.8 Market Test of Rates**

8 The City shall have the right to conduct a market test of the rates that Company
9 charges customers in comparison with rates charged customers in cities and
10 counties in the surrounding area of similar size and with similar collection
11 programs provided that such comparison includes adjustments to rates to reflect
12 differences related to local fees (including franchise fees) and the City pays for the
13 market test analysis. If the Company's Rates are not ranked comparable to these
14 communities, the City shall have the right to conduct a detailed, comprehensive
15 operational and financial review of the Company's operations to determine the
16 reasonableness of Company's Compensation requirement and make reasonable
17 reductions to the Company's Compensation based on such review, if the City
18 determines the Company's Compensation is not reasonable. The Company shall
19 cooperate with the City's operational and financial review. The adjustment to
20 compensation shall be conducted in a manner equivalent to the special Rate review
21 procedures described in Section 7.5.

22

1 Agreement, developments in the law, regulatory constraints, and Company
2 performance. City and Company may each select additional topics for discussion
3 at any Solid Waste, Recyclable Material, and Yard Debris Collection Services and
4 Performance Review Hearing.

5 Not later than 60 calendar days after the conclusion of each Solid Waste,
6 Recyclable Material, and Yard Debris Collection Services and Performance Review
7 Hearing, City may issue a report. As a result of the review, City may require
8 Company to provide expanded or new services within a reasonable time and for
9 reasonable Rates and compensation, as determined in the City Council's good
10 faith legislative discretion, and City may direct or take corrective actions for any
11 performance inadequacies.

1 Company agrees that the records addressed in the Agreement shall be provided
2 or made available to City and its official representatives during normal business
3 hours.

4 **9.2.2 Financial Records**

5 Financial records shall be maintained in a manner such that cost and revenue
6 information can be allocated among the service types (residential, commercial and
7 drop box) and to the City.

8 **9.2.3 Solid Waste, Recyclable Materials, and Yard Debris Records**

9 Records shall be maintained by Company for City relating to:

- 10 a) Customer services and Billings;
- 11 b) Weight and volume of Solid Waste, Recyclable Materials and Yard Debris
12 Collected. Information is to be separated between Single-Family Dwelling
13 Unit, Commercial Premises, and Drop Box Collection service. If Solid
14 Waste, Recyclable Materials, and Yard Trimmings Collected in the City are
15 combined with materials collected from other jurisdictions, Contractor shall
16 allocate weight and volume of such material to the City's Collection
17 program based on volume or tonnage using a method approved by the
18 City.
- 19 c) Routes;
- 20 d) Facilities, equipment, and personnel used;
- 21 e) Facilities and equipment operations, maintenance and repair;
- 22 f) Disposal of Solid Waste;
- 23 g) Processing of Recyclable Materials;
- 24 h) Processing of Yard Debris;
- 25 i) Complaints; and,
- 26 j) Missed pick-ups.

1 **9.2.4 CERCLA Defense Records**

2 City views the ability to defend against CERCLA (Comprehensive Environmental
3 Response, Compensation, and Liability Act of 1980, 42 USC §9601, et seq.) and
4 related litigation as a matter of great importance. For this reason, City regards the
5 ability to prove where Solid Waste Collected in City was taken for Disposal, as
6 well as where it was not taken, to be matters of concern. Company shall maintain
7 data retention and preservation systems which can establish where Solid Waste
8 Collected in City was landfilled (and therefore establish where it was not
9 landfilled) and provide a copy or summary of the reports required in Sections 5.8,
10 9.2.3, and 9.2.5 for five years after the Term during which Collection services are
11 to be provided pursuant to this Agreement, or to provide copies of such records
12 to City. Company agrees to notify City's Risk Manager and City Attorney before
13 destroying such records. This provision shall survive the expiration of the period
14 during which Collection services are to be provided under this Agreement.

15 **9.2.5 Disposal Records**

16 Company shall maintain records of Disposal of all Solid Waste Collected in City
17 for the Term this Agreement or successor Agreements. In the event Company
18 discontinues providing Solid Waste services to City, Company shall provide all
19 records of Disposal or Processing of all Solid Waste Collected in City within 30
20 calendar days of discontinuing service. Records shall be in chronological and
21 organized form and readily and easily interpreted.

22 **9.3 Reports**

23 **9.3.1 Report Formats and Schedule**

24 Records shall be maintained in forms and by methods that facilitate flexible use of
25 data contained in them to structure reports, as needed. Reports are intended to
26 compile recorded data into useful forms of information that can be used to, among
27 other things:

- 28 a) Determine and set Rates and evaluate the financial efficacy of operations;
- 29 b) Evaluate past and expected progress towards achieving diversion goals and
30 objectives;
- 31 c) Determine needs for adjustment to programs; and,

1 d) Evaluate customer service and complaints.

2 Company may propose report formats that are responsive to the objectives and
3 audiences for each report. The format of each report will be mutually agreed upon
4 by City and Company. Company agrees to submit all reports on computer discs
5 or via e-mail in a mutually agreed upon format at no additional charge, if
6 requested by City. Company will provide a certification statement, under penalty
7 of perjury, by the responsible Company official, that the report being submitted is
8 true and correct.

9 Quarterly reports shall be submitted no later than 45 calendar days after the end
10 of the quarter. Quarters end on September 30, December 31, March 31, and June
11 30. Annual reports shall be submitted before September 30 following the end of
12 the Rate Period.

13 All reports shall be submitted to:

14 City Manager
15 City of Sandy
16 39250 Pioneer Blvd.
17 Sandy, OR 97055

18 **9.3.2 Quarterly Reports**

19 The information listed shall be the minimum reported for each service:

20 **A. Regular Services**

- 21 1) Solid Waste Collected monthly by Company in tons, listed separately
22 for Single-Family Dwelling Units and Commercial Premises and the
23 Disposal Site used.
- 24 2) Recyclable Materials Collected monthly by Company in tons, listed
25 separately for Single-Family Dwelling Units and Commercial Premises
26 and the Processing Facility used.
- 27 3) Yard Debris Collected monthly by Company in tons, listed separately
28 for Single-Family Dwelling Units and Commercial Premises and the
29 Processing Facility used.

- 1 4) Complaint summary, for month and cumulative for Rate Period,
2 summarized by nature of complaints.
- 3 5) Narrative summary of problems encountered (including scavenging)
4 and actions taken with recommendations for City, as appropriate.
- 5 6) A summary or copy of the Hazardous Waste records required in Section
6 5.9.
- 7 7) Other information or reports that City may reasonably request or
8 require.

9 **B. Summary Assessment.** Provide a summary assessment of the overall Solid
10 Waste, Recyclable Materials, and Yard Debris program from Company's
11 perspective relative to financial and physical status of program. The physical
12 status is to relate to how well the program is operating for efficiency, economy,
13 and effectiveness relative to meeting all the goals and objectives of this Agreement
14 and ORS 459A. Provide recommendations and plans to improve. Highlight
15 significant accomplishments and problems.

16 **9.3.3 Annual Report**

17 The Annual Report is to be essentially in the form and content of the quarterly
18 reports. In addition, Company's annual audited financial statements for the most-
19 recently completed Fiscal Year shall be included. The annual report shall also
20 include a list of Company's officers and members of its board of directors.

21 **A. Financial Statements.** Financial statements shall show Company's results of
22 operations for City, including the specific revenues and expenses in connection
23 with the operations provided for in this Agreement. The financial statements
24 and footnotes shall be prepared in accordance with Generally Accepted
25 Accounting Principles (GAAP). The financial statements shall be reviewed in
26 accordance with Generally Accepted Auditing Standards (GAAS) by a certified
27 public accountant (CPA) licensed (in good standing) to practice public
28 accounting in the State of Oregon as determined by the State of Oregon Board
29 of Accountancy.

1 **B. Customer Billing List.** Summary customer billing list that identifies each
2 customer account code (e.g., 1 cubic yard Container with 1 pick-up per week)
3 and the number of customers receiving such service.

4 **9.4 Adverse Information**

5 **9.4.1 Reporting Adverse Information.** Company shall provide City two copies
6 (one to the City Manager, one to the City Attorney) of all reports, pleadings,
7 applications, notifications, Notices of Violation, or other formal actions relating
8 specifically to Company's performance of services pursuant to this Agreement,
9 submitted by Company to, or received by Company from, the United States
10 Environmental Protection Agency, the Oregon Department of Environmental
11 Quality, the Securities and Exchange Commission or any other federal, state, or
12 local agency, including any federal or state court actions brought by any of the
13 aforementioned agencies, with regard to Company's operations in the State of
14 Oregon. Copies shall be submitted to City simultaneously with Company's filing
15 or submission of such matters with said agencies. Company's routine
16 correspondence to said agencies need not be routinely submitted to City, but shall
17 be made available to City promptly upon City's written request.

18 **9.4.2 Failure to Report.** The refusal or failure of Company to submit any
19 required reports or to provide required information to City shall result in
20 liquidated damages as described in Section 12.3.2.D, or the inclusion of any
21 materially false or misleading statement or representation by Company in such
22 report shall be deemed an event of default of the Agreement as described in
23 Section 12.1 and shall subject Company to all remedies which are available to City
24 under the Agreement or otherwise.

ARTICLE 10
INDEMNIFICATION, INSURANCE AND BOND

10.1 Indemnification

Company hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively, indemnitees) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Company, its officers, employees, agents, contractors and/or Subcontractors in performing services under this Agreement; (2) the failure of Company, its officers, employees, agents, contractors, and/or Subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances, and regulations, and/or applicable permits and licenses; (3) the acts of Company, its officers, employees, agents, contractors, and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is also caused in part by any of the indemnitees' negligence, but shall not extend to matters resulting from the indemnitees' negligence, willful misconduct, or breach of this Agreement. Company further agrees to and shall, upon demand of City, at Company's sole cost and expense, defend (with attorneys acceptable to City) City, its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events.

Company, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or the limits of City's authority with respect

1 to the grant of licenses, or agreements, exclusive or otherwise, asserting rights
 2 under the Dormant Commerce Clause or federal or state laws to provide Solid
 3 Waste, Recyclable Materials, or Yard Debris services in City. This provision shall
 4 survive the expiration of the period during which Collection services are to be
 5 provided under this Agreement. City and Company agree to confer following any
 6 trial to decide jointly whether to appeal or to oppose any appeal. In the event City
 7 and Company jointly agree to appeal, or to oppose any appeal, City and Company
 8 agree to share equally the costs of appeals. Should either City or Company decide
 9 to appeal, or to oppose an appeal, and the other decide not to appeal, or to oppose
 10 an appeal, the Party which decides to appeal, or to oppose an appeal, shall bear all
 11 fees and costs of the appeal or the opposition to the appeal.

12 Company's duty to indemnify and defend from the aforementioned events arising
 13 during the Term of the Agreement and as it may be extended shall survive the
 14 expiration or earlier termination of this Agreement.

15 **10.2 Hazardous Substances Indemnification**

16 Company shall indemnify, defend with counsel reasonably acceptable to City,
 17 protect and hold harmless City, its elected and appointed boards, commissions,
 18 officers, employees, and agents (collectively, Indemnitees) from and against all
 19 claims, damages (including but not limited to special, consequential, natural
 20 resources and punitive damages), injuries, costs, (including without limit any and
 21 all response, remediation and removal costs), losses, demands, debts, liens,
 22 liabilities, causes of action, suits, legal or administrative proceedings, interest,
 23 fines, charges, penalties, attorney's fees for the adverse party and expenses
 24 (including without limit attorneys' and expert witness fees and costs incurred in
 25 connection with defending against any of the foregoing or in enforcing this
 26 indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or
 27 suffered by, or asserted against, Indemnitees arising from or attributable to the
 28 acts or omissions of Company, its officers, directors, employees, companies or
 29 agents, whether or not negligent or otherwise culpable, in connection with or
 30 related to the performance of this Agreement, including without limit Damages
 31 arising from or attributable to any repair, cleanup or detoxification, or preparation
 32 and implementation of any removal, remedial, response, closure or other plan
 33 (regardless of whether undertaken due to governmental action) concerning any
 34 Hazardous Substance, Hazardous Waste, and/or Household Hazardous Waste

1 (Collectively, "Waste") at any places where Company Collects and transports,
2 Processes, stores, or Disposes of City Solid Waste, Recyclable Materials, Yard
3 Debris, and/or street debris, or other waste. The foregoing indemnity is intended
4 to operate as an agreement pursuant to §107(e) of the Comprehensive
5 Environmental Response, Compensation and Liability Act, CERCLA, 42 USC.
6 §9607(e), to defend, protect, hold harmless, and indemnify City from liability. This
7 provision is in addition to all other provisions in this Agreement and shall survive
8 the end of the Term of this Agreement.

9 **10.3 Insurance**

10 City does not, and shall not, waive any rights against Company which it may have
11 by reason of the aforesaid hold harmless agreements, because of acceptance by
12 City or the deposit with City by Company of the insurance policies described in
13 this provision. Company shall maintain insurance policies meeting the following
14 specifications at all times during the Term of this Agreement.

15 **10.3.1 Minimum Scope of Insurance**

16 Coverage shall be at least as broad as:

- 17 1) Comprehensive General Liability or Commercial General Liability
18 insurance.
- 19 2) Automobile Liability insurance.
- 20 3) Workers' Compensation insurance as required by the State of
21 Oregon and Employers Liability insurance.

22 **10.3.2 Minimum Limits of Insurance**

23 Company shall maintain in force for the Term of this Agreement limits no less
24 than:

- 25 1) Comprehensive General Liability: Five Million Dollars (\$5,000,000)
26 aggregate, One Million Dollars (\$1,000,000) combined single limit
27 per occurrence for bodily injury, personal injury and property
28 damage.

1 2) Automobile Liability: Five Million Dollars (\$5,000,000) aggregate,
2 One Million Dollars (\$1,000,000) combined single limit per accident
3 for bodily injury and property damage.

4 3) Workers' Compensation and Employers Liability: Workers'
5 compensation limits as required by the State of Oregon and
6 Employers Liability limits of One Million Dollars (\$1,000,000) per
7 accident.

8 4) Environmental Impairment Liability: Five Million Dollars
9 (\$5,000,000) combined single limit per occurrence for the release of
10 pollution into the environment.

11 **10.3.3 Deductibles and Self-Insured Retentions.** If Company wants to increase
12 the amounts of deductibles or self-insured retentions that were in effect on the
13 Effective Date of this Agreement, the Company shall obtain the written consent of
14 City. City's consent will not be unreasonably withheld.

15 **10.3.4 Other Insurance Provisions.** The policies are to contain, or be endorsed to
16 contain, the following provisions:

17 1) General Liability, Automobile Liability, and Environmental
18 Impairment Liability Coverage

19 a) City, its elective and appointive boards, commissions, officials,
20 employees, agents and volunteers are to be named as
21 additional insureds as respects: liability arising out of activities
22 performed by or on behalf of Company; products and
23 completed operations of Company; Premises owned, leased or
24 used by Company; or vehicles owned, leased, hired or
25 borrowed by Company. The coverage shall contain no special
26 limitations on the scope of protection afforded to City, its
27 elective and appointive boards, commissions, officials,
28 employees, agents or volunteers.

29 b) Company's insurance coverage shall be primary insurance as
30 respects City, its elective and appointive boards, commissions,
31 officials, employees, agents and volunteers. Any insurance or
32 self-insurance maintained by City, its officials, elective and

1 appointive boards, commissions, employees, agents or
 2 volunteers shall be excess of Company's insurance and shall
 3 not contribute with it.

4 c) Any failure to comply with reporting provisions of the policies
 5 shall not affect coverage provided to City, its officials, elective
 6 and appointive boards, commissions, employees, agents or
 7 volunteers.

8 d) Coverage shall state that Company's insurance shall apply
 9 separately to each insured against whom claim is made or suit
 10 is brought, except with respect to the limits of the insurer's
 11 liability.

12 2) Workers' Compensation and Employers Liability Coverage - The
 13 insurer shall agree to waive all rights of subrogation against City, its
 14 officials, elective and appointive boards, commissions, employees,
 15 agents and volunteers for losses arising from work performed by
 16 Company for City.

17 3) All Coverage - Each insurance policy required by this clause shall be
 18 endorsed to state that coverage shall not be suspended, voided,
 19 canceled by either party, reduced in coverage or in limits except after
 20 30 calendar days' prior written notice by certified mail, return receipt
 21 requested, has been given to City.

22 **10.3.5 Acceptability of Insurers.** The insurance policies required by this Article
 23 shall be issued by an insurance company or companies authorized to do business
 24 in the State of Oregon and with a rating in the most recent edition of Best's
 25 Insurance Reports of A+ or better.

26 **10.3.6 Verification of Coverage.** Simultaneously with the execution of this
 27 Agreement, Company shall furnish City with certificates of insurance and with
 28 original endorsements affecting coverage required hereunder, in form and
 29 substance satisfactory to City. The certificates and endorsements for each
 30 insurance policy are to be signed by a Person authorized by that insurer to bind
 31 coverage on its behalf. Such certificates and endorsements shall show the type and
 32 amount of coverage, effective date and dates of expiration of policies, and shall

1 have all required endorsements. City reserves the right to review copies of all
2 required insurance policies, at City Hall, upon the reasonable request of City.

3 Renewal certificates will be furnished periodically to City to demonstrate
4 maintenance of the required coverage throughout the Term.

5 If Company fails to procure and maintain any insurance required by this
6 Agreement, City may take out and maintain, at Company's expense, such
7 insurance as it may deem proper.

8 **10.3.7 Contractors and Subcontractors.** Company shall include all contractors
9 and Subcontractors providing Collection services under this Agreement as
10 insureds under its policies or shall furnish separate certificates and endorsements
11 for each contractor and Subcontractor. All coverage for contractors and
12 Subcontractors shall be subject to all of the requirements stated herein. All other
13 Subcontractors having face-to-face contact with the customers shall be required by
14 Company to carry general liability insurance.

15 **10.3.8 Required Endorsements**

- 16 1) The Workers' Compensation policy shall contain an endorsement in
17 substantially the following form:

18 "Thirty calendar days prior written notice by certified mail, return
19 receipt requested, shall be given to City in the event of cancellation,
20 reduction in coverage, or non-renewal of this policy. Such notice
21 shall be sent to:

22 City Manager
23 City of Sandy
24 39250 Pioneer Blvd.
25 Sandy, OR 97055
26

- 27 2) The Public Liability policy shall contain endorsements in
28 substantially the following form:

29 a) "Thirty calendar days prior written notice by certified mail,
30 return receipt requested, shall be given to City in the event of

1 cancellation, reduction in coverage, or non-renewal of this
2 policy. Such notice shall be sent to:

3 City Manager
4 City of Sandy
5 39250 Pioneer Blvd.
6 Sandy, OR 97055

- 7 b) "City, its officers, elective and appointive boards,
8 commissions, employees, and agents are additional insureds
9 on this policy."
- 10 c) "This policy shall be considered primary insurance as respects
11 any other valid and collectible insurance maintained by City,
12 including any self-insured retention or program of self-
13 insurance, and any other such insurance shall be considered
14 excess insurance only."
- 15 d) "Inclusion of City as an insured shall not affect City's rights as
16 respects any claim, demand, suit or judgment brought or
17 recovered against Company. This policy shall protect
18 Company and City in the same manner as though a separate
19 policy had been issued to each, but this shall not operate to
20 increase Company's liability as set forth in the policy beyond
21 the amount shown or to which Company would have been
22 liable if only one party had been named as an insured."

23 **10.4 Faithful Performance Bond**

24 Company shall deposit either a letter of credit or a performance bond (collectively
25 referred to as "Performance Bond") in the amount of Two Hundred Thousand
26 dollars (\$200,000). The letter of credit or Performance Bond shall be in a form
27 acceptable to City (see Exhibit 3). The Performance Bond shall serve as security
28 for the faithful performance by Company of all the provisions and obligations of
29 this Agreement. City may proceed against the Performance Bond upon
30 Company's default as defined in Article 12.

31

ARTICLE 11
CITY'S RIGHT TO PERFORM SERVICE

11.1 General

In the event that Company, for any reason whatsoever, fails, refuses, or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, or Yard Debris which it is required to by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than 48 hours, and if, as a result thereof, Solid Waste, Recyclable Materials, or Yard Debris should accumulate in City to such an extent, in such a manner, or for such a time that City should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon 24 hour prior written notice to Company during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take temporary possession of any or all of Company's land, equipment, and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Debris and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Yard Debris generated within City which Company would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, or Yard Debris accumulates in City to such an extent, in such a manner or for such a time that City finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, City shall not be required to provide the 24 hour prior written notice set forth above in order to take the above actions.

Notice of Company's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, or Yard Debris may be given orally by City by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent by City to Company within 24 hours of the oral notification.

Company further agrees that in such event:

- A.** It will take direction from City to effect the transfer of possession of equipment and property to City for City's use.

1 **B.** It will, if City so requests, keep in good repair and condition all of such
 2 equipment and property, provide all motor vehicles with fuel, oil and other
 3 service, and provide such other service as may be necessary to maintain said
 4 property in operational condition.

5 **C.** City may immediately engage all or any personnel necessary or useful for
 6 the Collection and transportation of Solid Waste, Recyclable Materials, and Yard
 7 Debris, including, if City so desires, employees previously or then employed by
 8 Company, Company further agrees, if City so requests, to furnish City the services
 9 of any or all management or office personnel employed by Company whose
 10 services are necessary or useful for Solid Waste, Recyclable Materials, and Yard
 11 Debris Collection, transportation, Processing and Disposal operations and for the
 12 Billing and Collection of fees for these services.

13 City agrees that it assumes complete responsibility for the proper and normal use
 14 of such equipment and facilities while in its possession.

15 If the interruption or discontinuance in service is caused by any of the reasons
 16 listed in Section 12.4, City shall pay to Company the reasonable rental value of the
 17 equipment and facilities, possession of which is taken by City, for the period of
 18 City's possession, if any, which extends beyond the period of time for which
 19 Company has rendered bills in advance of service, for the class of service involved.

20 Except as otherwise expressly provided in the previous paragraph, City's exercise
 21 of its rights under this Article: (1) does not constitute a taking of private property
 22 for which compensation must be paid; (2) will not create any liability on the part
 23 of City to Company; and (3) does not exempt Company from any of the indemnity
 24 or insurance provisions of this Agreement, which are meant to extend to
 25 circumstances arising under this Section, provided that Company is not required
 26 to indemnify City against claims and damages arising from the negligence or
 27 willful misconduct of City, its elective and appointive boards, commissions,
 28 officers, employees and agents in the operation of Collection vehicles during the
 29 time City has taken possession of such vehicles.

30 **11.2 Temporary Possession of Company's Property**

31 If City suffers an interruption or discontinuance of service (including interruptions
 32 and discontinuance due to events described in Section 12.4), City may take

1 possession of and use all of Company's property described above until other
2 suitable arrangements can be made for the provision of Solid Waste, Recyclable
3 Materials, and Yard Debris services.

4 **11.3 Billing and Compensation to City during City's Possession**

5 During such time that City is providing Solid Waste, Recyclable Materials, and
6 Yard Debris services, as above provided, Company shall bill and Collect payment
7 from all users of the above-mentioned services as described in Section 6.1.
8 Company further agrees that, in such event, it shall reimburse City for any and all
9 costs and expenses incurred by City beyond that billed and received by Company
10 in taking over possession of the above-mentioned equipment and property for
11 Solid Waste, Recyclable Materials, and Yard Debris service in such manner and to
12 an extent as would otherwise be required of Company under the Terms of this
13 Agreement. Such reimbursement shall be made from time to time after
14 submission by City to Company of each statement listing such costs and expenses,
15 but in no event later than five business days from and after each such submission.

16 **11.4 City's Right to Relinquish Possession**

17 It is further mutually agreed that City may at any time at its discretion relinquish
18 possession of any or all of the above-mentioned property to Company and
19 thereupon demand that Company resume the Solid Waste, Recyclable Materials,
20 and Yard Debris services as provided in this Agreement, whereupon Company
21 shall be bound to resume the same.

22 **11.5 Duration of City's Possession**

23 City's right pursuant to this Article to retain temporary possession of Company's
24 facilities and equipment, and to render Collection services, shall terminate when
25 the event which caused the taking possession under Section 11.1 is cured and the
26 Performance Bond is fully restored. In any case, City has no obligation to maintain
27 possession of Company's property or equipment and/or continue its use for any
28 period of time and may at any time, in its sole discretion, relinquish possession to
29 Company.

ARTICLE 12
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

12.1 Events of Default

All provisions of the Franchise and this Agreement to be performed by Company are considered material. Each of the following shall constitute an event of default.

A. Fraud or Deceit. If Company practices any fraud or deceit upon City.

B. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Company in a bankruptcy proceeding.

C. Failure to Maintain Coverage. If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement unless such insurance becomes unavailable.

D. Violations of Regulation. If Company violates any orders or filings of any regulatory body having jurisdiction over Company, which orders or filings have a material impact on Company's ability to perform this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred.

E. Failure to Perform. If Company ceases to provide Collection services as required under this Agreement for a period of two consecutive days or more, for any reason within the control of Company, including labor disputes. If City performs service under Article 11, the Company's failure to perform shall not be considered a default.

F. Failure to Pay. If Company fails to make any payments required under this Agreement and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Acts or Omissions. Any other act or omission by Company which violates the terms, conditions, or requirements of this Agreement, ORS 459 and ORS 459A, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or

1 remedied within the time set in the written notice of the violation or, if Company
 2 cannot reasonably correct or remedy the breach within the time set forth in such
 3 notice, if Company should fail to commence to correct or remedy such violation
 4 within the time set forth in such notice and diligently effect such correction or
 5 remedy thereafter.

6 **H. False or Misleading Statements.** Any material representation or disclosure
 7 made to City by Company in connection with or as an inducement to entering into
 8 this Agreement, or any future amendment to this Agreement, which proves to be
 9 false or misleading in any material respect as of the time such representation or
 10 disclosure is made, whether or not any such representation or disclosure appears
 11 as part of this Agreement.

12 **I. Attachment.** There is a seizure of, attachment of, or levy on, the operating
 13 equipment of Company, including without limits its equipment, maintenance or
 14 office facilities, and any part thereof for a period of more than 60 calendar days.

15 **J. Failure to Provide Assurance of Performance.** If Company fails to provide
 16 reasonable assurances of performance as required under Section 12.6.

17 Company shall be given 48 hours from notification by City to cure any default
 18 arising under Sections 12.1.C, 12.1.E, 12.1.F, 12.1.I, and 12.1.J provided, however,
 19 that City shall not be obligated to provide Company with a notice and cure
 20 opportunity if the Company has committed the same or similar breach within a
 21 24-month period.

22 **12.2 Right to Terminate upon Default**

23 In the event that Company should default and subject to the right of the Company
 24 to cure, in the performance of any provisions of this contract, and the default is not
 25 cured within 48 hours from notification of default from City for any default arising
 26 under Sections 12.1.C., 12.1.E, 12.1.F, 12.1.I, or 12.1.J, or 10 calendar days' notice if
 27 the public health or safety is threatened, or otherwise 30 calendar days after receipt
 28 of written notice of default from City, then City may, at its option, hold a hearing
 29 at its next practically available City Council meeting to determine whether this
 30 contract should be terminated. In the event City decides to terminate this contract,
 31 City shall serve 30 calendar days' written notice of its intention to terminate upon
 32 Company. In the event City exercises its right to terminate this contract, City may,

1 at its option, either directly undertake performance of the services or arrange with
2 other Persons to perform the services with or without a written agreement. This
3 right of termination is in addition to any other rights of City upon a failure of
4 Company to perform its obligations under this Agreement.

5 City's right to terminate this Agreement and to take possession of Company's
6 Facility(ies) are not exclusive, and City's termination of this Agreement shall not
7 constitute an election of remedies. Instead, they shall be in addition to any and all
8 other legal and equitable rights and remedies that City may have.

9 By virtue of the nature of this Agreement, the urgency of timely continuous and
10 high-quality service, the time required to effect alternative service, and the rights
11 granted by City to Company, the remedy of damages for a breach hereof by
12 Company may be inadequate and City may seek injunctive relief.

13 **12.3 Liquidated Damages**

14 **12.3.1 General**

15 City finds, and Company agrees, that as of the time of the execution of this Agreement, it
16 is impractical, if not impossible, to reasonably ascertain the extent of damages
17 which shall be incurred by City as a result of a breach by Company of its
18 obligations under this Agreement. The factors relating to the impracticability of
19 ascertaining damages include, but are not limited to, the fact that: (i) substantial
20 damage results to members of the public who are denied services or denied quality
21 or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and
22 deprivation of the benefits of the Agreement to individual members of the general
23 public for whose benefit this Agreement exists, in subjective ways and in varying
24 degrees of intensity which are incapable of measurement in precise monetary
25 terms; (iii) that Franchise services might be available at substantially lower costs
26 than alternative services and the monetary loss resulting from denial of services
27 or denial of quality or reliable services is impossible to calculate in precise
28 monetary terms; and (iv) the termination of this Agreement for such breaches, and
29 other remedies are, at best, a means of future correction and not remedies which
30 make the public whole for past breaches.

12.3.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The Parties further acknowledge that consistent, reliable Solid Waste, Recyclable Materials, and Yard Debris Collection service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in awarding the Franchise to it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company _____	City _____
Initial Here _____	Initial Here _____

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

A. Collection Reliability

- 1) For each failure to commence service to a new customer account within seven calendar days after ordered by customer which exceeds 12 such occurrences annually: \$150.00

- 2) For each failure to Collect Solid Waste, Recyclable Materials, or Yard Debris which has been properly set out for Collection, from an established customer account on the scheduled Collection day and not Collected within 24 hours which exceeds 12 such occurrences annually: \$150.00
- 3) For each failure to Collect Solid Waste, Recyclable Materials, or Yard Debris which has been properly set out for Collection, from the same customer on two consecutive scheduled pickup days which exceeds 12 (such occurrences annually): \$150.00

B. Collection Quality

- 1) For each occurrence of damage to private property which exceeds 12 such occurrences annually: \$250.00
- 2) For each occurrence of failure to properly return empty Receptacles to avoid pedestrian or vehicular traffic impediments which exceeds 12 such occurrences annually: \$150.00
- 3) For each occurrence of excessive noise or discourteous behavior which exceeds 12 such occurrences annually: \$250.00
- 4) For each failure to clean up Solid Waste, Recyclable Materials, or Yard Debris spilled from Receptacles which exceeds 12 such failures annually: \$150.00
- 5) For each occurrence of Collecting Solid Waste, Recyclable Materials, or Yard Debris during unauthorized hours which exceeds 12 such occurrences annually: \$250.00

C. Customer Responsiveness

- 1) For each failure to initially respond to a customer complaint within one business day which exceeds 12 such failures annually: \$100.00
- 2) For each failure to process customer complaints to City as required by Section 6.2 which exceeds 12 such failures annually: \$100.00

D. Timeliness of Submissions to City

Any report shall be considered late until such time as City receives a correct and complete report. For each calendar day a report is late, the daily liquidated damage amount shall be:

- | | | |
|----|--------------------|---------------|
| 1) | Quarterly Reports: | \$100 per day |
| 2) | Annual Reports: | \$100 per day |

1 12.3.3 Process

2 Liquidated damages will only be assessed after Company has been given the
3 opportunity but failed to rectify the damages as described in this Agreement.

4 City may determine the occurrence of events giving rise to liquidated damages
5 through the observation of its own employees or representative or investigation of
6 customer complaints.

7 Prior to assessing liquidated damages, City shall give Company notice of its
8 intention to do so. The notice will include a brief description of the
9 incident(s)/non-performance. Company may review (and make copies at its own
10 expense) all information in the possession of City relating to incident(s)/non-
11 performance. Company may, within 10 calendar days after receiving the notice,
12 request a meeting with City. Company may present evidence in writing and
13 through testimony of its employees and others relevant to the incident(s)/non-
14 performance. City will provide Company with a written explanation of its
15 determination on each incident(s)/non-performance prior to authorizing the
16 assessment of liquidated damages. The decision of City shall be final.

17 12.3.4 Amount

18 City may assess liquidated damages for each calendar day or event, as appropriate, that
19 Company is determined to be liable in accordance with this Agreement.

20 12.3.5 Timing of Payment

21 Company shall pay any liquidated damages assessed by City within 10 days after they
22 are assessed unless Company requests a meeting with City in accordance with
23 Section 12.3.3. If they are not paid within the 10-day period, City may proceed

1 against the Performance Bond required by the Agreement or order the termination
2 of the Franchise granted by this Agreement, or both.

3 **12.4 Excuse from Performance**

4 The Parties shall be excused from performing their respective obligations
5 hereunder in the event they are prevented from so performing by reason of floods,
6 earthquakes, other natural disasters, war, civil insurrection, riots, acts of terrorism,
7 acts of any government (including judicial action), and other similar catastrophic
8 events which are beyond the control of and not the fault of the Party claiming
9 excuse from performance hereunder. Labor unrest, including, but not limited to,
10 strike, work stoppage or slowdown, sick-out, picketing, or other concerted job
11 action conducted by Company's employees or directed at Company is not an
12 excuse from performance and Company shall be obligated to continue to provide
13 service notwithstanding the occurrence of any or all of such events.

14 The Party claiming excuse from performance shall, within two calendar days after
15 such Party has notice of such cause, give the other Party notice of the facts con-
16 stituting such cause and asserting its claim to excuse under this Section.

17 The interruption or discontinuance of Company's services caused by one or more
18 of the events excused shall not constitute a default by Company under this
19 Agreement. Notwithstanding the foregoing, however, if Company is excused
20 from performing its obligations hereunder for any of the causes listed in this
21 Section for a period of seven calendar days or more, City shall nevertheless have
22 the right, in its sole discretion, to terminate this Agreement by giving 10 days'
23 notice, in which case the provisions relative to taking possession of Company's
24 land, equipment and other property and engaging Company's Personnel in Article
25 11 and this Article will apply.

26 **12.5 Notice, Hearing and Appeal of City Breach**

27 Should Company contend that City is in breach of this Agreement, it shall file with
28 the City Manager a written request with City for an administrative hearing. Said
29 request shall be made within 90 calendar days of the event or incident that
30 allegedly gave rise to the breach. City shall notify Company of the time and date
31 said hearing shall be held within 30 calendar days of receipt of Company's request.
32 Company shall present its position and all relevant facts after City staff has made

1 its presentation. Company shall be notified of City's ruling in writing within 14
2 calendar days of the administrative hearing.

3 If Company is not in agreement with the ruling issued by City at the
4 administrative hearing, it shall have the right to appeal this ruling to the City
5 Council or to a three Person appeal/review board, one member appointed by the
6 City Council, another member appointed by Company, and the third member
7 selected by the other two appointees. This appeal shall be made in writing to City
8 no later than 14 calendar days after receipt of the administrative hearing ruling.
9 City shall notify Company of the time and date the Board will review Company's
10 allegation. Company shall present its position and all relevant facts after staff has
11 made its presentation. Company shall be notified in writing within 30 calendar
12 days of the Board's ruling. The Board's ruling shall be final, and Company shall
13 have no further rights of appeal.

14 Notwithstanding any other provision to the contrary in this Agreement,
15 Company's sole remedy for any dispute or claim it may have relating to
16 compensation or Rates is to file a petition for writ of review pursuant to. Company
17 shall have no cause of action for damages against City in relation to any such
18 dispute or claim.

19 **12.6 Assurance of Performance**

20 Each Party may, at its option and in addition to all other remedies it may have,
21 demand from the other Party reasonable assurances of timely and proper
22 performance of this Agreement, citing specific reasons for the Party's concern over
23 the other Party's ability to perform, in such form and substance as the Party may
24 require. If the other Party fails or refuses to provide satisfactory assurances of
25 timely and proper performance in the form and by the date required by the Party,
26 such failure or refusal shall be an event of default.

ARTICLE 13
OTHER AGREEMENTS OF THE PARTIES

13.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent Company engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste, Recyclable Materials, and Yard Debris Collection services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, contractors, Subcontractors and agents. Neither Company nor its officers, employees, contractors, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

13.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all applicable laws and regulations of the United States, the State of Oregon, and local agencies. City shall comply with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

13.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon.

13.4 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of Oregon, which shall have exclusive jurisdiction over such lawsuits.

1 With respect to venue, the Parties agree that this Agreement is made in and will
2 be performed in Clackamas County.

3 13.5 Assignment

4 13.5.1 Company's Assignment

5
6 A. **Permitted Assignments.** Company shall have the right to assign the
7 entirety of this Agreement to any other company which is owned and
8 controlled by Company provided that: (i) such company is qualified to do
9 business and has a place of business in Oregon, has a net worth at least
10 equal to that of Company at the time of the assignment, and assumes in
11 writing all of Company's obligations under this Agreement prior to or
12 concurrently with such assignment; and, (ii) the performance bond
13 described in Section 10.4 remains in full force and effect. Company shall
14 not otherwise assign its rights nor delegate or otherwise transfer its
15 obligations under this Agreement to any other Person without the prior
16 written consent of the City. Any such assignment made without the
17 consent of the City shall be void and the attempted assignment shall
18 constitute a breach of this Agreement.

19 B. **Assignment Defined.** For the purpose of this Section, "assign" or
20 "assignment" shall include, but not be limited to: (i) a sale, exchange or
21 other transfer to either a related or a third party of substantially all of
22 Company's (or its Parent Company's) assets dedicated to service under this
23 Agreement; (ii) the issuance of new stock to or the sale, exchange, or other
24 transfer of 10% or more of the then outstanding common stock of Company
25 (or its Parent Company) to a Person other than the shareholder or an
26 affiliate of shareholder owning said stock at the Effective Date. "Parent
27 Company" refers to a company owning more than 50% of the shares of
28 another company (subsidiary) or a company that has management control
29 over such subsidiary.

30 C. **Consent Requirements.** Except as provided in Section 13.5.1A above, this
31 Agreement and the duties and obligations of Company hereunder may not
32 be assigned. Provided, however, nothing herein is intended to prevent
33 Company from requesting that the City consider waiving this restriction
34 and consenting to an assignment. In connection with any such request,
35 Company anticipates that it will undertake or furnish the following:

- 1 1. Company shall undertake to pay the City the reasonable expenses
2 for attorneys' and consultants' fees and costs necessary to investigate
3 the suitability of any proposed assignee, and reasonable expenses
4 incurred in reviewing and finalizing any documentation required for
5 approving any such assignment proffered;

- 6 2. Company shall furnish the City with audited financial statements of
7 the proposed assignee's operations for the immediately preceding
8 three (3) operating years;

- 9 3. Company shall furnish the City with satisfactory proof that: (i) the
10 proposed assignee has directly related Solid Waste management
11 Collection experience; (ii) in the last five (5) years, the proposed
12 assignee has not suffered any material citations or other material
13 censure from any federal, state, or local agency having jurisdiction
14 over its collection, processing, transfer station or landfill operations
15 due to any significant failure to comply with federal, state or local
16 waste management laws and that the assignee has provided the City
17 with a complete list of any citations and censures (whether material
18 or not); (iii) the proposed assignee has at all times conducted its
19 Collection, Processing, transfer station, and landfill operations in an
20 environmentally safe and conscientious fashion; (iv) the proposed
21 assignee conducts its Solid Waste collection, processing, transfer
22 station, and landfill management practices in material compliance
23 with all federal, state, and local laws regulating the Collection,
24 Processing, transfer and Disposal of Solid Waste; (v) that the
25 Guaranty Agreement provided by the proposed assignee is
26 satisfactory to the City and is binding and enforceable upon the
27 guarantor; and, (vi) any other information reasonably required by
28 the City to ensure the proposed assignee can fulfill the Terms of this
29 Agreement in a timely, safe, and effective manner.

30 **13.5.2 City's Assignment**

31 City may assign and delegate all rights and duties of City, and its Council, Boards,
32 and Officials, its rights under this Agreement to any joint powers authority or
33 other public agency; provided, however, that this Agreement will continue to

1 govern only the Collection and Transportation of Solid Waste, Recyclable
2 Materials, and Yard Debris generated within City.

3 **13.6 Contracting or Subcontracting**

4 Company shall not engage any contractors or Subcontractors for Collection,
5 transporting, Processing, or Disposing of Solid Waste, Recyclable Materials, and
6 Yard Debris without the prior written consent of City. Company is expressly
7 permitted to subcontract for the collection and handling of infectious medical waste that
8 is generated in the City.

9 **13.7 Binding on Assigns**

10 The provisions of this Agreement shall inure to the benefit to and be binding on
11 the permitted assigns of the Parties.

12 **13.8 Transition to Next Company**

13 If the transition of services to another company occurs through expiration of Term,
14 default and termination, or otherwise, Company will cooperate with City and
15 subsequent company(ies) to assist in an orderly transition which will include
16 Company providing route lists and billing information.

17 **13.9 Parties in Interest**

18 Nothing in this Agreement, whether express or implied, is intended to confer any
19 rights on any Persons other than the Parties to it and their representatives,
20 successors and permitted assigns.

21 **13.10 Condemnation**

22 City fully reserves the rights to acquire Company's property utilized in the
23 performance of this Agreement, by purchase or through the exercise of the right
24 of eminent domain. This provision is additive, and not intended to alter the rights
25 of the Parties set forth in Article 11.

26 **13.11 Notice**

27 All notices, demands, requests, proposals, approvals, consents and other
28 communications which this Agreement requires, authorizes or contemplates shall
29 be in writing and shall either be personally delivered to a representative of the

1 Parties at the address below or be deposited in the United States mail, first class
2 postage prepaid, addressed as follows:

3 If to City:

4 City Manager
5 City of Sandy
6 39250 Pioneer Blvd.
7 Sandy, OR 97005

8 If to Company:

9 Hoodview Disposal & Recycling, Inc.
10 Post Office Box 1110
11 Canby, OR 97013

12 The address to which communications may be delivered may be changed from
13 time to time by a written notice given in accordance with this Section.

14 Notice shall be deemed given on the day it is personally delivered or, if mailed,
15 three business days from the date it is deposited in the mail.

16 **13.12 Representatives of the Parties**

17 References in this Agreement to the "City" shall mean the City Council and all
18 actions to be taken by City shall be taken by the City Council except as provided
19 below. The City Council may delegate, in writing, authority to the City Manager,
20 and/or to other City employees and may permit such employees, in turn, to
21 delegate in writing some or all of such authority to subordinate employees.
22 Company may rely upon actions taken by such delegates if they are within the
23 scope of the authority properly delegated to them.

24 Company shall, by the Effective Date, designate in writing a responsible officer
25 who shall serve as the representative of Company in all matters related to the
26 Agreement and shall inform City in writing of such designation and of any
27 limitations upon his or her authority to bind Company. City may rely upon action
28 taken by such designated representative as actions of Company unless they are
29 outside the scope of the authority delegated to him/her by Company as
30 communicated to City.

1 **13.13 City Free to Negotiate with Third Parties**

2 During the Term of this Agreement, City may investigate all options for the
3 Collection, transportation, Processing, and Disposal of Solid Waste, Recyclable
4 Materials, and Yard Debris after the expiration of the Term. Without limiting the
5 generality of the foregoing, City may solicit proposals from Company and from
6 third parties for the provision of Collection services, and may negotiate and
7 execute agreements for such services that will take effect upon the expiration or
8 earlier termination under Article 12.

9 **13.14 Compliance with Municipal Code**

10 Company shall comply with those provisions of the municipal code of City which
11 are applicable, and with any and all amendments to such applicable provisions
12 during the Term of this Agreement.

13 **13.15 Privacy**

14 Company shall strictly observe and protect the rights of privacy of customers.
15 Information identifying individual customers or the composition or contents of a
16 customer's waste stream shall not be revealed to any Person, governmental unit,
17 private agency, or company, unless upon the authority of a court of law, by statute,
18 or upon valid authorization of the customer. This provision shall not be construed
19 to preclude Company from preparing, participating in, or assisting in the
20 preparation of waste composition studies or waste stream analyses which may be
21 required by ORS 459A.035.

22 **13.16 Attorney Fees and Cost Recovery**

23 The prevailing Party in any action brought to enforce the terms of this Agreement
24 or arising out of this Agreement may recover its reasonable costs and attorneys'
25 fees expended in connection with such an action from the other Party.

1 **ARTICLE 14**
 2 **MISCELLANEOUS AGREEMENTS**

3
 4 **14.1 Entire Agreement**

5 This Agreement, including the Exhibits, represents the full and entire Agreement
 6 between the Parties with respect to the matters covered herein.

7 **14.2 Article and Section Headings**

8 The article headings and section headings in this Agreement are for convenience
 9 of reference only and are not intended to be used in the construction of this
 10 Agreement nor to alter or affect any of its provisions.

11 **14.3 References to Laws and Other Agreements**

12 All references in this Agreement to laws shall be understood to include such laws
 13 as they may be subsequently amended or recodified, unless otherwise specifically
 14 provided. This Agreement supersedes any and all agreements heretofore entered
 15 into by the Parties.

16 **14.4 Interpretation**

17 This Agreement, including the Exhibits attached hereto, shall be interpreted and
 18 construed reasonably and neither for nor against either Party, regardless of the
 19 degree to which either Party participated in its drafting.

20 **14.5 Agreement**

21 This Agreement may not be modified or amended in any respect except by a
 22 writing signed by the Parties.

23 **14.6 Severability**

24 If any non-material provision of this Agreement is for any reason deemed to be
 25 invalid and unenforceable, the invalidity or unenforceability of such provision
 26 shall not affect any of the remaining provisions of this Agreement which shall be
 27 enforced as if such invalid or unenforceable provision had not been contained
 28 herein.

1 **14.7 Exhibits**

2 Each of the Exhibits identified as Exhibits 1 through 4 is attached hereto and
3 incorporated herein and made a part hereof by this reference. In the case of conflict
4 between the Exhibits and the Agreement, the Agreement shall govern.

5 **14.8 Waiver**

6 The waiver by either Party of any breach or violation of any provisions of this
7 Agreement shall not be deemed to be a waiver of any breach or violation of any
8 other provision nor of any subsequent breach or violation of the same or any other
9 provision. The subsequent acceptance by either Party of any moneys that become
10 due hereunder shall not be deemed to be a waiver of any pre-existing or
11 concurrent breach or violation by the other Party of any provision of this
12 Agreement.

13 Failure of either Party to exercise any of the remedies set forth herein within the
14 time periods provided for shall not constitute a waiver of any rights of that Party
15 with regard to that failure to perform or subsequent failures to perform, whether
16 determined to be a breach, excused performance or unexcused defaults by the
17 other Party.
18

1 IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day
2 and year first above written.

3

4 COMPANY

CITY OF SANDY

5

A Municipal Corporation

6 By Fred Kabut

By Seth Atkinson

7 Name: Fred Kabut

Name: Seth Atkinson

8 Title: President

Title: City Manager

9

10

APPROVED AS TO FORM:

11

12

[Signature]

13

City Attorney

14

15

ATTEST:

16

[Signature]

17

City Clerk

18

EXHIBIT 1
CITY FACILITIES

Exhibit 1

City Facilities

Company shall provide Solid Waste and Recyclable Materials Collection services to the City's public facilities, parks, public litter cans, and public recycling cans as listed below. The City may, at any time, modify the service requirements to increase the volume Collected or the frequency of Collection.

Service Location	Solid Waste		Recyclable Materials	
	No. of Receptacles and Sizes	Frequency of Collection	No. of Receptacles and Sizes	Frequency of Collection
City Hall	3-yd	Weekly	Bagged	Weekly
Public Works	3-yd	Weekly	Bagged	Weekly
Wastewater Treatment Plant	3-yd	Weekly	Bagged	Weekly
Police/Library	3-yd	Weekly	Bagged	Weekly
Community Center	2-yd	Weekly	Bagged	Weekly
Downtown Sidewalks (future – some time in next 4 years)	Up to 20 public litter cans	Twice Weekly		
Meinig Park	Three 90-gallon Carts	Weekly		

EXHIBIT 2
RATES FOR RATE PERIOD
MAY 1, 2015 THROUGH DECEMBER 31, 2015

Residential Rates

Regularly Scheduled Curbside Collection Services

Basic Service	(Scenario 1 - Basic Service shall include Solid Waste and Recyclable Materials services; Scenarios 2 and 3 - Basic Service shall include Solid Waste, Recyclable Materials, and Yard Debris services as per Section 3.1 of Section V of the RFP)									
	Size of Solid Waste Receptacle	Service Frequency	Operating and Solid Waste Components Rate Factor	Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate	Estimated Number of Accounts	Estimated Annual Revenues
20-gal cart	1 pick-up/wk	0.84	\$9.18	\$4.32	\$2.52	\$2.37	\$18.39	133	\$29,347	
35-gal cart	1 pick-up/wk	1.00	\$10.93	\$5.14	\$3.00	\$2.82	\$21.89	1193	\$313,377	
60-gal cart	1 pick-up/wk	1.60	\$17.49	\$8.22	\$4.80	\$4.51	\$35.02	162	\$68,087	
90-gal cart	1 pick-up/wk	1.78	\$19.46	\$9.15	\$5.34	\$5.02	\$38.96	90	\$42,081	
32-gal can	1 pick-up/month	0.56	\$6.12	\$2.88	\$1.68	\$1.56	\$12.26	30	\$4,413	

Regularly Scheduled Curbside Collection Services (cont.)

Yard Debris	(Scenario 1 Only, Monthly rates to collect and process Yard Debris for Scenarios 2 and 3 should be included in the Basic Service above)									
	Size of Yard Debris Receptacle	Service Frequency	Operating and Solid Waste Components Rate Factor	Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate	Estimated Number of Accounts	Estimated Annual Revenues
65-gal cart	1 pick-up/wk	N.A.	\$0.00	N.A.	N.A.	N.A.	\$0.00	167	\$0	

Residential Rates

Recyclable Materials <small>(Customers that do not subscribe to weekly solid waste service can receive recyclable materials collection service at no charge.)</small>									
Size of Recyclable Materials Receptacle	Service Frequency	Operating and Solid Waste Components		Tipping Fee Component				Estimated Number of Accounts	Estimated Annual Revenues
		Rate Factor	Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate		
95-gal cart for commingled materials and 14-gallon bin for glass	1 pick-up/wk	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	2	\$0

Extra Pick-Ups/On-Call Collection Services									
Type of Service	Size of Receptacle	Operating and Solid Waste Components		Tipping Fee Component				Estimated Number of Accounts	Estimated Annual Revenues
		Rate Factor	Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate		
Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day	32-gal can or bag	Ops Component = basic service rate for weekly 35-gallon cart	\$4.50	\$1.19	N.A.	N.A.	N.A.	20	\$114
Extra can or bag of Solid Waste collected on a day other than the customer's regularly scheduled collection day	32-gal can or bag	N.A.	\$6.07	\$1.19	N.A.	N.A.	N.A.	N.A.	N.A.
Extra can or bag of Yard Debris collected on customer's regularly scheduled collection day	32-gal can, 32-gal bag, or 2 foot x 2 foot bundle	Op Component = rate for weekly yard debris	\$1.62	N.A.	N.A.	\$0.91	\$2.53	N.A.	N.A.
Extra can or bag of Yard Debris collected on a day other than the customer's regularly scheduled collection day	32-gal can, 32-gal bag, or 2 foot x 2 foot bundle	N.A.	\$7.02	N.A.	N.A.	\$0.00	\$7.02	N.A.	N.A.

Backyard/Sideyard Service									
Description	Distance from Curb to Receptacle	Operating and Solid Waste Components		Tipping Fee Component				Estimated Number of Accounts	Estimated Annual Revenues
		Rate Factor	Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate		
Extra monthly fee paid by able-bodied customers for backyard or sideyard Collection of all Customer Receptacles (including Solid Waste, Recyclable Materials, and Yard Debris Receptacles)	Walk-in or Drive-In Service: 50 feet or less	N.A.	\$36.08	N.A.	N.A.	N.A.	\$36.08	N.A.	N.A.
	Drive In Service: 51 - 100 feet	N.A.	\$38.78	N.A.	N.A.	N.A.	\$38.78	N.A.	N.A.
	101 - 200 feet	N.A.	\$41.47	N.A.	N.A.	N.A.	\$41.47	N.A.	N.A.
	201 - 400 feet	N.A.	\$46.87	N.A.	N.A.	N.A.	\$46.87	N.A.	N.A.
	401 - 600 feet	N.A.	\$52.26	N.A.	N.A.	N.A.	\$52.26	N.A.	N.A.
	601 feet or more	N.A.	\$57.66	N.A.	N.A.	N.A.	\$57.66	N.A.	N.A.

Residential Rates

Service Type	Description	Operating and Solid Waste Components Rate Factor	Tipping Fee Component					Estimated Number of Accounts	Estimated Annual Rate Revenues
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	Total Rate		
Call back charge	Extra fee paid if customer did not set Receptacles Curbside for Collection before Company's vehicle passes customer's house and customer requests Company to return to Premises to pick-up materials	N.A.	\$5.39	N.A.	N.A.	N.A.	N.A.	N.A.	
Restart service	Extra fee paid if customer stops and then restarts Collection services more than once during the Year or when service is reinstated after it has been stopped due to non-payment	N.A.	\$9.44	N.A.	N.A.	N.A.	N.A.	N.A.	
Cart delivery/pick-up	Extra fee paid if customer requests a change in Cart size more than once per year	N.A.	\$12.62	N.A.	N.A.	N.A.	N.A.	N.A.	
Cart replacement	Extra fee paid if customer requires Cart replacement (one replacement per year at no cost)	N.A.	\$43.14	N.A.	N.A.	N.A.	N.A.	N.A.	
Hourly fee for services	Truck and one person	N.A.	\$56.58	Actual costs billed to customer	N.A.	N.A.	N.A.	N.A.	
Hourly fee for services	Truck and two persons	N.A.	\$76.42	Actual costs billed to customer	N.A.	N.A.	N.A.	N.A.	

Miscellaneous Charges (cont.)	
Tire collection	Fee per tire for 18" and under rim size, tire off the rim
Tire collection	Fee per tire for 18" and under rim size, tire on the rim
Furniture and recyclable appliances	Fee per item Collected

\$5.50 to \$30.00 based on weight and need for special handling. If item not easily accessible, hour rate applies. Freon removal charged for air conditions and refrigerators will be added onto rate.

Commercial Rates

Type of Service	Receptacle	Service Frequency (Pick-Ups/Week)	Tipping Fee Component				Total Rate	Estimated Number of Accounts	Estimated Annual Revenues
			Rate Factor	Operating Component	Solid Waste Disposal	Recyclable Materials Processing			

Regularly Scheduled Cart Services*

Solid Waste	One 35-gallon cart	1	1.00	\$10.93	\$5.14	\$3.00	\$19.07	9	\$2,060
Solid Waste	Two 35-gallon carts	1	2.00	\$21.86	\$10.28	\$6.00	\$38.14	0	\$0
Solid Waste	One 60-gallon cart	1	1.62	\$17.66	\$8.30	\$4.85	\$30.81	14	\$5,176
Solid Waste	Two 60-gallon carts	1	3.10	\$33.90	\$15.94	\$9.30	\$59.15	1	\$710
Solid Waste	One 90-gallon cart	1	1.75	\$19.10	\$8.98	\$5.24	\$33.33	17	\$6,799
Solid Waste	Two 90-gallon carts	1	3.36	\$36.68	\$17.25	\$10.07	\$63.99	5	\$3,839
Solid Waste	Additional 90 gallon cart	1	1.67	\$18.22	\$8.57	\$5.00	\$31.78	6	\$2,288

Regularly Schedule Container Services*

Solid Waste	1 cubic yard container	1	1.00	\$59.45	\$26.64	\$15.00	\$101.09	19	\$23,049
Solid Waste	1 cubic yard container	2	1.90	\$112.95	\$50.62	\$28.50	\$192.08	0	\$0
Solid Waste	1 cubic yard container	3	2.85	\$169.43	\$75.94	\$42.75	\$288.11	0	\$0
Solid Waste	1 cubic yard container	4	3.80	\$225.91	\$101.25	\$57.00	\$384.15	0	\$0
Solid Waste	1 cubic yard container	5	4.75	\$282.38	\$126.56	\$71.25	\$480.19	0	\$0
Solid Waste	1 cubic yard container	6	5.70	\$338.86	\$151.87	\$85.50	\$576.23	0	\$0
Solid Waste	1.5 cubic yard container	1	1.39	\$82.37	\$36.92	\$20.78	\$140.07	24	\$40,341
Solid Waste	1.5 cubic yard container	2	2.58	\$153.47	\$68.78	\$38.72	\$260.97	2	\$6,263
Solid Waste	1.5 cubic yard container	3	3.81	\$226.58	\$101.55	\$57.17	\$385.30	0	\$0
Solid Waste	1.5 cubic yard container	4	5.04	\$299.67	\$134.30	\$75.61	\$509.58	0	\$0
Solid Waste	1.5 cubic yard container	5	6.26	\$372.02	\$166.73	\$93.87	\$632.62	1	\$7,591
Solid Waste	1.5 cubic yard container	6	7.90	\$469.52	\$210.43	\$118.47	\$798.42	0	\$0
Solid Waste	2 cubic yard container	1	1.68	\$99.72	\$44.69	\$25.16	\$169.58	23	\$46,804
Solid Waste	2 cubic yard container	2	3.22	\$191.25	\$85.72	\$48.26	\$325.22	7	\$27,319
Solid Waste	2 cubic yard container	3	4.76	\$282.71	\$126.71	\$71.33	\$480.75	4	\$23,076
Solid Waste	2 cubic yard container	4	6.30	\$374.24	\$167.73	\$94.43	\$636.40	0	\$0
Solid Waste	2 cubic yard container	5	7.83	\$465.74	\$208.74	\$117.51	\$791.99	0	\$0
Solid Waste	2 cubic yard container	6	9.56	\$568.42	\$254.76	\$143.42	\$966.60	0	\$0

Commercial Rates

Solid Waste	3 cubic yard container	1	2.30	\$136.98	\$61.39	\$34.56	\$232.93	12	\$33,542
Solid Waste	3 cubic yard container	2	4.39	\$260.82	\$116.89	\$65.81	\$443.52	5	\$26,611
Solid Waste	3 cubic yard container	3	6.61	\$393.15	\$176.20	\$99.20	\$668.56	2	\$16,045
Solid Waste	3 cubic yard container	4	8.85	\$525.98	\$235.74	\$132.71	\$894.43	0	\$0
Solid Waste	3 cubic yard container	5	11.08	\$658.75	\$295.24	\$166.21	\$1,120.20	1	\$13,442
Solid Waste	3 cubic yard container	6	13.13	\$780.77	\$349.93	\$197.00	\$1,327.71	0	\$0
Solid Waste	4 cubic yard container	1	2.97	\$176.69	\$79.19	\$44.58	\$300.46	17	\$61,293
Solid Waste	4 cubic yard container	2	5.15	\$306.04	\$137.16	\$77.22	\$520.41	5	\$31,225
Solid Waste	4 cubic yard container	3	7.68	\$456.42	\$204.56	\$115.16	\$776.14	4	\$37,254
Solid Waste	4 cubic yard container	4	10.21	\$606.70	\$271.91	\$153.08	\$1,031.69	0	\$0
Solid Waste	4 cubic yard container	5	12.74	\$757.11	\$339.32	\$191.03	\$1,287.47	1	\$15,450
Solid Waste	4 cubic yard container	6	16.94	\$1,007.12	\$451.37	\$254.11	\$1,712.61	0	\$0
Solid Waste	6 cubic yard container	1	4.22	\$250.63	\$112.33	\$63.24	\$426.20	3	\$15,343
Solid Waste	6 cubic yard container	2	8.17	\$485.64	\$217.66	\$122.54	\$825.84	1	\$9,910
Solid Waste	6 cubic yard container	3	12.12	\$720.62	\$322.97	\$181.82	\$1,225.41	1	\$14,705
Solid Waste	6 cubic yard container	4	16.07	\$955.59	\$428.28	\$241.11	\$1,624.99	0	\$0
Solid Waste	6 cubic yard container	5	20.03	\$1,190.57	\$533.59	\$300.40	\$2,024.56	0	\$0
Solid Waste	6 cubic yard container	6	24.03	\$1,428.61	\$640.28	\$360.46	\$2,429.36	0	\$0
Solid Waste	8 cubic yard container	1	5.62	\$334.18	\$149.77	\$84.32	\$568.27	0	\$0
Solid Waste	8 cubic yard container	2	10.89	\$647.52	\$290.21	\$163.38	\$1,101.11	0	\$0
Solid Waste	8 cubic yard container	3	16.16	\$960.82	\$430.62	\$242.43	\$1,633.88	0	\$0
Solid Waste	8 cubic yard container	4	21.43	\$1,274.13	\$571.04	\$321.48	\$2,166.65	0	\$0
Solid Waste	8 cubic yard container	5	26.70	\$1,587.43	\$711.46	\$400.54	\$2,699.42	0	\$0
Solid Waste	8 cubic yard container	6	32.04	\$1,904.82	\$853.71	\$480.62	\$3,239.14	0	\$0

*Note that the rates provided herein shall be for basic collection services; and therefore, shall include collection of solid waste at the service level noted and collection of recyclable materials in receptacles selected by customer.

Commercial Rates

Other Services

Other Services	1 to 8 cubic yard container	1 to 6 pickups per week	N.A.	Rates for compacted containers shall equal 3 times the container rate listed above.	N.A.	N.A.
Compacted Container Service	1 to 8 cubic yard container	1 to 6 pickups per week	N.A.		N.A.	N.A.
Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day	32-gal can or bag	Per occurrence	N.A.	\$3.56	\$2.37	N.A.
Extra can or bag of Solid Waste collected on a day other than the customer's regularly scheduled collection day	32-gal can or bag	Per occurrence	N.A.	\$6.07	\$1.19	N.A.
Extra pick-up for on-call service or overage pick-up service for regular container customers	1 to 8 cubic yard container	Per cubic yard per occurrence	N.A.	\$16.71	\$6.15	N.A.
Push/pull	N.A.	Per Month	N.A.	\$10.79	N.A.	N.A.
Lock/unlock	N.A.	Per Month	N.A.	\$10.79	N.A.	N.A.
Steam cleaning	N.A.	Per occurrence	N.A.	\$53.93	N.A.	N.A.

Note: Miscellaneous charges listed on the residential rate sheet apply to commercial customers as appropriate

Drop Box Rates

Type of Service	Receptacle	Service Frequency	Operating Component	Tipping Fee Component	Total Rate	Estimated Number of Accounts	Estimated Annual Revenues
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Regularly Scheduled Collection Service (Monthly Rate not including rental & delivery fees which are charged separately)

All Material Types	10 cubic yard drop box	1 pickup/week	\$92.81	Company to bill customer	\$92.81	0	\$0
All Material Types	20 cubic yard drop box	1 pickup/week	\$92.81	actual tipping cost	\$92.81	4	\$4,455
All Material Types	30 cubic yard drop box	1 pickup/week	\$113.23		\$113.23	1	\$1,359
All Material Types	40 cubic yard drop box	1 pickup/week	\$113.23		\$113.23	2	\$2,718

On-Call Collection Service (Per Pick-Up Rate not including rental and delivery fees which are charged separately)

All Material Types	10 cubic yard drop box	On-call pickup	\$119.14	Company to bill customer	\$119.14	N.A.	N.A.
All Material Types	20 cubic yard drop box	On-call pickup	\$119.14	actual tipping cost	\$119.14	N.A.	N.A.
All Material Types	30 cubic yard drop box	On-call pickup	\$145.35		\$145.35	N.A.	N.A.
All Material Types	40 cubic yard drop box	On-call pickup	\$145.35		\$145.35	N.A.	N.A.

Rental Service

Rental	All drop box sizes	Per day**	\$7.28	N.A.	\$7.28	N.A.	N.A.
Rental	All drop box sizes	Per month**	\$72.82	N.A.	\$72.82	N.A.	N.A.

** Customer receives two days of drop box use at no cost; rental fee charged per day for each day in excess of the first two days of use.
Total charge shall be based on the per-day rate or per-month rate whichever is less.

Delivery Service

Delivery	All drop box sizes	Initial delivery to collection site	\$23.03	N.A.	\$23.03	N.A.	N.A.
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Commercial/Industrial/Institutional Rates...

Commercial/Industrial/Institutional Rates Continued...

Other Services									
Compacted Container Service	1 to 8 cubic yard container	1 to 6 pick-ups per week	N.A.	Rates for compacted containers shall equal 3 times the container rate listed above.				N.A.	N.A.
Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day	32-gal can or bag	Per occurrence	N.A.	\$3.31	\$1.74	N.A.	\$5.05	N.A.	N.A.
Extra can or bag of Solid Waste collected on a day other than the customer's regularly scheduled collection day	32-gal can or bag	Per occurrence	N.A.	\$5.63	\$0.87	N.A.	\$6.50	N.A.	N.A.
Extra pick-up for on-call service or overage pick-up service for regular container customers	1 to 8 cubic yard container	Per cubic yard per occurrence	N.A.	\$15.50	\$4.50	N.A.	\$20.00	N.A.	N.A.
Push/pull	N.A.	Per Month	N.A.	\$10.00	N.A.	N.A.	\$10.00	N.A.	N.A.
Lock/unlock	N.A.	Per Month	N.A.	\$10.00	N.A.	N.A.	\$10.00	N.A.	N.A.
Steam cleaning	N.A.	Per occurrence	N.A.	\$50.00	N.A.	N.A.	\$50.00	N.A.	N.A.

Note: Miscellaneous charges listed on the residential rate sheet apply to commercial customers as appropriate

Infectious Medical Waste Rates

EXHIBIT 3
FAITHFUL PERFORMANCE BOND



Roselily D Belo
1501 Fourth Avenue, Suite 1000
SEATTLE, WA 98101

Phone: (206) 326-4267
Fax: (206) 326-4292
Email: RBELO@travelers.com
License No.

January 22, 2014

Dave Kilhefner
KBI INSURANCE INC (0JG051)
PO BOX 888
TUALATIN, OR 97062-0888

This is the Renewal for: HOODVIEW DISPOSAL & RECYCLING, INC.
PO BOX 550
BARLOW, OR 97013

Bond Number: 104490180
Company Name: Travelers Casualty and Surety Company of America
Branch Number: 042
Contiguous Bond No.:
Type of Bond: Garbage Collection Service Performance Bond
Project Name: CITY OF SANDY

Project City, State & Zip: SANDY, OR 97055
Project Description: Solid Waste, Recyclable Materials and Yard Debris Collection Services

Obligee Name: CITY OF SANDY
Obligee Address: CITY MANAGER, 39250 PIONEER BLVD.
Obligee City, State & Zip: SANDY, OR 97055 USA
Transaction Effective Date: May 01, 2014 ✓
Premium Effective Date: May 01, 2014
Bond Limit: \$200,000.00
Contract Price: \$200,000.00
Bond Premium: \$3,000.00

Premium Expiry Date: May 01, 2015 ✓

Special Commission: \$0.00
Countersignature Branch:
Countersignature Commission: \$0.00
Countersignature Rate: 0%
State Tax: \$0.00
State Surcharge: \$0.00
TOTAL PREMIUM: \$3,000.00

Comments:

Thank you for placing your business with us.

Producer Name: KILHEFNER, DAVID C



Travelers Casualty and Surety Company of America

CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES

License No. _____

In consideration of \$3,000 dollars renewal premium, the term of Bond/Policy No. 104490180 in the amount of \$200,000, issued on behalf of Hoodview Disposal & Recycling, Inc., whose address is PO Box 550, Barlow, OR 97013, in favor of City of Sandy, whose address is 39250 Pioneer Blvd., Sandy, Oregon 97055, in connection with Faithful Performance Bond is hereby extended to May 1, 2008, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated April 30, 2007

Travelers Casualty and Surety Company of America

By: *David C. Kilhefner*
David C. Kilhefner

Attorney-in-Fact

EXHIBIT 4
NOTARY CERTIFICATION

Exhibit 4

Notary Certification

STATE OF OREGON

COUNTY OF CLACKAMAS

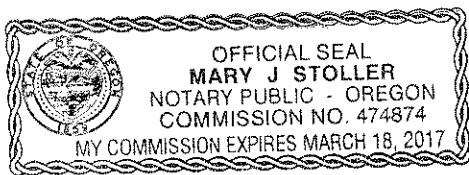
On July 21, 2014, before me, Mary J. Stoller, the undersigned, a Notary Public in and for the State of Oregon, personally appeared **Fred Kahut** known to me to be the **President** of Company that executed the within instrument on behalf of the Company therein named, and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Clackamas this 21st day of July, 2014.



Notary Public

My Commission Expires: 3/18/2017





January 9, 2024

City of Sandy
Attn: Tyler Deems
39520 Pioneer Blvd.
Sandy, OR 97055

Tyler,

Hoodview Disposal and Recycling would like to propose a rate adjustment for solid waste and recycling services in the City of Sandy effective March 1, 2024. Section 7.3 of the franchise agreement references rates will be adjusted on an annual basis. I have included an analysis of the rate adjustment for your review that aligns with the contract language and previous requests.

In addition to the disposal and operating component per the franchise agreement, our business has continued to experience increasing cost pressures specifically for parts and materials for our equipment. We are also still awaiting delivery of new trucks ordered in 2023 due to challenging supply chain delays, which impacts our operating costs as a company.

Thank you for your time and consideration on this request. We truly appreciate the great working relationship we have with the City of Sandy. If you have any questions, please feel free to give me a call anytime.


Sincerely,

A handwritten signature in black ink that reads "Josh Brown". The signature is written in a cursive, flowing style.

Josh Brown
District Manager



Analysis of Proposed Rate Increase for Average Single-Family Customer Using 35-gallon Roll Cart Effective March 1, 2024

 Analysis of Proposed Rate Increases for Average Single Family Customer Using the 35 Gallon Roll Service Effective March 1, 2024			
	<u>Current Rate</u>	<u>Increase</u>	<u>New Rate</u>
Operating Component	\$ 21.03	\$ 0.86	\$ 21.89
Tipping Fee Components:			
Solid Waste Disposal	6.94	0.48	7.42
Recyclable Materials Processing	3.00	-	3.00
Yard Debris Processing	4.16	0.15	4.31
	<u>\$ 35.13</u>	<u>\$ 1.49</u>	<u>\$ 36.62</u>
<i>Calculation of Component Increase Percentages:</i>			
Operating Component - Section 7.3.2; Adjustment of the Operating Component; based on 80% of the annual change in the CPI-U or 5.00%, whichever is less			
CPI U 2023 1st Half	330.502		
CPI U 2022 1st Half	314.466		
80% of annual change in CPI U		4.08%	
Eligible Increase - CPI-U or 5% whichever is less		4.08%	
Solid Waste Disposal - Section 7.3.3; Adjustment of the Tipping Fee Component; pass through of actual tipping fee increases from regulatory agencies			
January 1, 2024 tip fee at Approved Transfer Station (\$/ton)	129.230		
Current Approved Transfer Station tip fee in contract (\$/ton)	120.900		
Percent increase in net tip fee at Approved Transfer Station		6.89%	
Recyclable Materials Processing - Section 7.3.3; There shall be no adjustment to the Recyclables Materials Processing tipping Fee Component of each rate over the Term of the Agreement.			
Yard Debris Processing - Section 7.3.3; Adjustment of the Tipping Fee Component; pass through of actual tipping fee increases from regulatory agencies			
January 1, 2024 tipping fee (\$/CY)	14.500		
Current tipping fee in contract (\$/CY)	14.000		
Percent increase in yard debris tipping fee		3.57%	

City of Sandy
 Proposed Residential Rates Effective March 1, 2024
Hoodview Disposal & Recycling, Inc.

Regularly Scheduled Curbside Collection Services

Basic Service

Size of Solid Waste Receptacle	Service Frequency	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
20-gal cart	1 pick-up/wk	0.84	\$18.39	\$6.23	\$2.52	\$3.62	\$30.76
35-gal cart	1 pick-up/wk	1.00	\$21.89	\$7.42	\$3.00	\$4.31	\$36.62
60-gal cart	1 pick-up/wk	1.60	\$35.03	\$11.87	\$4.80	\$6.90	\$58.60
90-gal cart	1 pick-up/wk	1.78	\$38.97	\$13.21	\$5.34	\$7.67	\$65.19
32-gal can	1 pick-up/month	0.56	\$12.26	\$4.16	\$1.68	\$2.41	\$20.51

Yard Debris

Size of Yard Debris Receptacle	Service Frequency	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
65-gal cart	1 pick-up/wk	N.A.	\$3.77	N.A.	N.A.	\$4.31	\$8.08

City of Sandy

Proposed Residential Rates Effective March 1, 2024

Hoodview Disposal & Recycling, Inc.

Regularly Scheduled Curbside Collection Services (Continued)

Recyclable Materials (Customers that do not subscribe to weekly solid waste service can receive recyclable materials collection service)

Size of Recyclable Materials Receptacle	Service Frequency	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
95-gal cart for commingled materials and 14-gallon bin for glass	1 pick-up/wk	N.A.	N.A.	N.A.	N.A.	N.A.	\$0.00

Extra Pick-Ups/On-Call Collection Services

Type of Service	Size of Receptacle	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day	32-gal can or bag	Ops Component = basic service rate for weekly 35-gallon cart	\$7.39	\$1.71	N.A.	N.A.	\$9.11
Extra can or bag of Yard Debris collected on customer's regularly scheduled collection day	32-gal can, 32-gal bag, or 2 foot x 2 foot bundle	Op Component = rate for weekly yard debris	\$1.92	N.A.	N.A.	\$1.99	\$3.91

Backyard/Sideyard Service

Description	Distance from Curb to Receptacle	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
Extra monthly fee paid by able-bodied customers for backyard or sideyard Collection of all Customer Receptacles (including Solid Waste, Recyclable Materials, and Yard Debris Receptacles)	<u>Walk-In or Drive-In Service:</u>						
	50 feet or less	N.A.	\$57.94	N.A.	N.A.	N.A.	\$57.94
	<u>Drive In Service:</u>						
	51 - 100 feet	N.A.	\$62.28	N.A.	N.A.	N.A.	\$62.28
	101 - 200 feet	N.A.	\$66.58	N.A.	N.A.	N.A.	\$66.58
	201 - 400 feet	N.A.	\$75.24	N.A.	N.A.	N.A.	\$75.24
	401 - 600 feet	N.A.	\$83.91	N.A.	N.A.	N.A.	\$83.91
	601 feet or more	N.A.	\$92.57	N.A.	N.A.	N.A.	\$92.57

City of Sandy
 Proposed Residential Rates Effective March 1, 2024
Hoodview Disposal & Recycling, Inc.

Miscellaneous Charges

Service Type	Description	Operating and Solid Waste Components Rate Factor	Tipping Fee Component				Total Rate
			Operating Component	Solid Waste Disposal	Recyclable Materials Processing	Yard Debris Processing	
Call back charge	Extra fee paid if customer did not set Receptacles Curbside for Collection before Company's vehicle passes customer's house and customer requests Company to return to Premises to pick-up materials	N.A.	\$8.81	N.A.	N.A.	N.A.	\$8.81
Restart service	Extra fee paid if customer stops and than restarts Collection services more than once during the year or when service is reinstated after it has been	N.A.	\$15.43	N.A.	N.A.	N.A.	\$15.43
Cart delivery/pick-up	Extra fee paid if customer requests a change in Cart size more than once per year	N.A.	\$20.62	N.A.	N.A.	N.A.	\$20.62
Cart replacement	Extra fee paid if customer requires Cart replacement (one replacement per year at no cost)	N.A.	\$70.00	N.A.	N.A.	N.A.	\$70.00
Hourly fee for services	Truck and one person	N.A.	\$92.48	Actual costs billed to customer	N.A.	N.A.	\$92.48
Hourly fee for services	Truck and two persons	N.A.	\$124.91	Actual costs billed to customer	N.A.	N.A.	\$124.91
Tire collection	Fee per tire for 18" and under rim size, tire off the rim	N.A.	\$11.09	\$2.58	N.A.	N.A.	\$13.68
Tire collection	Fee per tire for 18" and under rim size, tire on the rim	N.A.	\$11.09	\$4.85	N.A.	N.A.	\$15.94
Furniture and recyclable appliances	Fee per item Collected		\$6.00 to \$40.00 based on weight and need for special handling. If item not easily accessible, hour rate applies. Freon removal charged for air conditions and refrigerators will be added onto rate.				

City of Sandy
Proposed Commercial Rates Effective March 1, 2024

Hoodview Disposal & Recycling, Inc.

Type of Service	Receptacle	Service Frequency (Pick-Ups/Week)	Rate Factor	Tipping Fee Component			Total Rate
				Operating Component	Solid Waste Disposal	Recyclable Materials Processing	
Regularly Scheduled Cart Services*							
Solid Waste	One 35-gallon cart	1	1.00	\$20.42	\$7.42	\$3.00	\$30.84
Solid Waste	Two 35-gallon carts	1	2.00	\$40.85	\$14.84	\$6.00	\$61.69
Solid Waste	One 60-gallon cart	1	1.62	\$33.00	\$11.99	\$4.85	\$49.83
Solid Waste	Two 60-gallon carts	1	3.10	\$63.34	\$23.02	\$9.30	\$95.67
Solid Waste	One 90-gallon cart	1	1.75	\$35.70	\$12.97	\$5.24	\$53.91
Solid Waste	Two 90-gallon carts	1	3.36	\$68.53	\$24.90	\$10.07	\$103.50
Solid Waste	Additional 90 gallon cart	1	1.67	\$34.04	\$12.37	\$5.00	\$51.41
Regularly Schedule Container Services*							
Solid Waste	1 cubic yard container	1	1.00	\$115.88	\$34.97	\$15.00	\$165.86
Solid Waste	1 cubic yard container	2	1.90	\$220.18	\$66.45	\$28.50	\$315.13
Solid Waste	1 cubic yard container	3	2.85	\$330.27	\$99.67	\$42.75	\$472.69
Solid Waste	1 cubic yard container	4	3.80	\$440.36	\$132.90	\$57.00	\$630.25
Solid Waste	1 cubic yard container	5	4.75	\$550.44	\$166.12	\$71.25	\$787.82
Solid Waste	1 cubic yard container	6	5.70	\$660.53	\$199.35	\$85.50	\$945.38
Solid Waste	1.5 cubic yard container	1	1.39	\$160.57	\$48.46	\$20.78	\$229.81
Solid Waste	1.5 cubic yard container	2	2.58	\$299.15	\$90.28	\$38.72	\$428.15
Solid Waste	1.5 cubic yard container	3	3.81	\$441.67	\$133.30	\$57.17	\$632.14
Solid Waste	1.5 cubic yard container	4	5.04	\$584.14	\$176.29	\$75.61	\$836.04
Solid Waste	1.5 cubic yard container	5	6.26	\$725.17	\$218.85	\$93.87	\$1,037.89
Solid Waste	1.5 cubic yard container	6	7.90	\$915.24	\$276.21	\$118.47	\$1,309.92
Solid Waste	2 cubic yard container	1	1.68	\$194.39	\$58.67	\$25.16	\$278.22
Solid Waste	2 cubic yard container	2	3.22	\$372.80	\$112.51	\$48.26	\$533.57
Solid Waste	2 cubic yard container	3	4.76	\$551.09	\$166.32	\$71.33	\$788.74
Solid Waste	2 cubic yard container	4	6.30	\$729.51	\$220.16	\$94.43	\$1,044.10
Solid Waste	2 cubic yard container	5	7.83	\$907.86	\$273.99	\$117.51	\$1,299.36
Solid Waste	2 cubic yard container	6	9.56	\$1,108.01	\$334.39	\$143.42	\$1,585.83
Solid Waste	3 cubic yard container	1	2.30	\$267.01	\$80.58	\$34.56	\$382.15
Solid Waste	3 cubic yard container	2	4.39	\$508.41	\$153.44	\$65.81	\$727.66
Solid Waste	3 cubic yard container	3	6.61	\$766.37	\$231.29	\$99.20	\$1,096.85
Solid Waste	3 cubic yard container	4	8.85	\$1,025.29	\$309.43	\$132.71	\$1,467.44
Solid Waste	3 cubic yard container	5	11.08	\$1,284.09	\$387.53	\$166.21	\$1,837.83
Solid Waste	3 cubic yard container	6	13.13	\$1,521.95	\$459.32	\$197.00	\$2,178.27

City of Sandy Proposed Commercial Rates Effective March 1, 2024

Hoodview Disposal & Recycling, Inc.

Type of Service	Receptacle	Service Frequency (Pick-Ups/Week)	Rate Factor	Tipping Fee Component				Total Rate
				Operating Component	Solid Waste Disposal	Recyclable Materials Processing		
Solid Waste	4 cubic yard container	1	2.97	\$344.42	\$103.94	\$44.58		\$492.94
Solid Waste	4 cubic yard container	2	5.15	\$596.55	\$180.04	\$77.22		\$853.81
Solid Waste	4 cubic yard container	3	7.68	\$889.69	\$268.50	\$115.16		\$1,273.35
Solid Waste	4 cubic yard container	4	10.21	\$1,182.63	\$356.91	\$153.08		\$1,692.62
Solid Waste	4 cubic yard container	5	12.74	\$1,475.83	\$445.40	\$191.03		\$2,112.26
Solid Waste	4 cubic yard container	6	16.94	\$1,963.17	\$592.47	\$254.11		\$2,809.76
Solid Waste	6 cubic yard container	1	4.22	\$488.56	\$147.44	\$63.24		\$699.24
Solid Waste	6 cubic yard container	2	8.17	\$946.66	\$285.70	\$122.54		\$1,354.89
Solid Waste	6 cubic yard container	3	12.12	\$1,404.69	\$423.93	\$181.82		\$2,010.45
Solid Waste	6 cubic yard container	4	16.07	\$1,862.73	\$562.16	\$241.11		\$2,666.00
Solid Waste	6 cubic yard container	5	20.03	\$2,320.76	\$700.39	\$300.40		\$3,321.56
Solid Waste	6 cubic yard container	6	24.03	\$2,784.78	\$840.43	\$360.46		\$3,985.68
Solid Waste	8 cubic yard container	1	5.62	\$651.41	\$196.59	\$84.32		\$932.32
Solid Waste	8 cubic yard container	2	10.89	\$1,262.21	\$380.93	\$163.38		\$1,806.52
Solid Waste	8 cubic yard container	3	16.16	\$1,872.92	\$565.24	\$242.43		\$2,680.60
Solid Waste	8 cubic yard container	4	21.43	\$2,483.64	\$749.55	\$321.48		\$3,554.67
Solid Waste	8 cubic yard container	5	26.70	\$3,094.35	\$933.86	\$400.54		\$4,428.75
Solid Waste	8 cubic yard container	6	32.04	\$3,713.04	\$1,120.58	\$480.62		\$5,314.23

*Note that the rates provided herein shall be for basic collection services; and therefore, shall include collection of solid waste at the service level noted and collection of recyclable materials in receptacles selected by customer.

Other Services

Compacted Container Service	1 to 8 cubic yard container	1 to 6 pick-ups per week	N.A.	Rates for compacted containers shall equal 3 times the container rate listed above.			
Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day	32-gal can or bag	Per occurrence	N.A.	\$7.39	\$1.71	N.A.	\$9.11
Extra pick-up for on-call service or overage pick-up service for regular container customers	1 to 8 cubic yard container	Per cubic yard per occurrence	N.A.	\$24.55	\$8.08	N.A.	\$32.62
Push/pull	N.A.	Per Month	N.A.	\$17.64	N.A.	N.A.	\$17.64
Lock/unlock	N.A.	Per Month	N.A.	\$17.64	N.A.	N.A.	\$17.64
Steam cleaning	N.A.	Per occurrence	N.A.	\$88.16	N.A.	N.A.	\$88.16

Note: Miscellaneous charges listed on the residential rate sheet apply to commercial customers as appropriate



STAFF REPORT

Meeting Type: City Council
Meeting Date: February 20, 2024
From: Jenny Coker, Public Works Director
Subject: Contract Amendment: Operations, Maintenance and Management Services for the Drinking Water and Wastewater Treatment Plants

DECISION TO BE MADE:

Whether to authorize the City Manager to execute Amendment No. 1 to the agreement with Veolia Water North America – West, LLC (Veolia) for Operations, Maintenance and Management Services.

BACKGROUND / CONTEXT:

The City of Sandy entered into a five-year agreement with Veolia for operations, maintenance, and management services for the drinking water and wastewater treatment plants. The agreement expires on March 1, 2024. The contract includes a provision for the City to extend the agreement for an additional five years.

The City has been working to clarify points in the existing agreement to better define terms for the upgraded treatment plants, and both parties have proposed a four month extension of the current agreement through June 30, 2024 to continue the effort to modify the existing agreement.

KEY CONSIDERATIONS / ANALYSIS:

As was discussed at the February 1st meeting of the Water & Wastewater System Improvements Oversight Committee, this amendment is necessary to continue to maintain a contract for operations services for the Drinking Water and Wastewater Treatment plant past March 1, 2024.

Veolia has been an excellent partner to the City in stabilizing and improving treatment and operations the last five years, as well as conducting stress testing of the system. This amendment will allow the City and Veolia to finalize the updated agreement for a new five year term, which staff will bring back to the Council by the end of this fiscal year for consideration.

At the end of the next five years, the City will have completed upgrades to both the Wastewater and Water Treatment Plants, making it an appropriate time to conduct a new RFP process for contract operations services. Until that time, staff's opinion is that remaining with Veolia is in the City's interest given the firm's substantial involvement with the improvement projects currently in process.

BUDGET IMPACT:

The current agreement has an escalation calculation that occurs annually on the renewal date based on a formula in the agreement. This extension price agreement is in line with these calculations, and proposes and adjusted annual base fee of \$735,395 for Wastewater Services and \$242,650 for Water Services, which is an annual increase of 6.37% and is included in the current budget.

RECOMMENDATION:

Authorize the City Manager to execute Amendment 1 with Veolia for a four-month extension.

SUGGESTED MOTION LANGUAGE:

"I move to approve Amendment 1 to the City's agreement with Veolia Water North America-West, LLC, as included in the agenda packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Veolia Amendment 1
- Original Veolia Agreement

AMENDMENT NO. 1 TO AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 1 (this “**Amendment**”), with an effective date of March 1, 2024, is an amendment to that certain Agreement for Operations, Maintenance and Management Services, dated as of December 19, 2018 (the “**Agreement**”), by and between Veolia Water North America-West, LLC (“**VEOLIA**”), and the City of Sandy, Oregon (“**Owner**” and, together with Veolia, the “**Parties**”).

RECITALS

WHEREAS, Owner and VEOLIA entered into the Agreement in order to provide for the operation and maintenance of Owner’s wastewater treatment facility (defined in the Agreement as the “**Project**”; and

WHEREAS, the Parties wish to amend the Agreement to, among other things, extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the Parties agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to those terms in the Agreement.

2. Section 4.1 is hereby deleted and replaced in its entirety with the following:

“The initial term of this Agreement shall be from the Commencement Date to June 30, 2024.”

3. The Parties agree that the Base Fee is to be adjusted pursuant to the terms of Appendix E, Section E.1.3, and that as of March 1, 2024, the Base Fee is \$735,395 for the Wastewater Services and \$242,650 for the Water Services.

4. Promptly after the effective date of this Amendment, VEOLIA will hire an additional worker on a temporary basis to support the Project (such temporary worker, the “**Additional Worker**”). The Parties will treat the Additional Worker as a Change in Scope, and VEOLIA will invoice the Owner for VEOLIA’s costs of such Additional Worker in accordance with Appendix E, Section E.2, with no markup.

5. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

6. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into this Amendment on behalf of the respective legal entities of VEOLIA and the Owner. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

CITY OF SANDY, OREGON

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title: City Attorney

VEOLIA WATER NORTH AMERICA-WEST, LLC

By: _____
Name:
Title:

AGREEMENT
for
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
for the
CITY of SANDY, OREGON

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**AGREEMENT FOR OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this 19th day of December 2018 (the “Effective Date”), by and between the City of Sandy, Oregon whose address for any formal notice is 39250 Pioneer Blvd, Sandy, OR 97055 (“Owner”) and Veolia Water North America-West, LLC (“VEOLIA”), whose address for any formal notice is 700 E Butterfield Rd, Suite 201, Lombard, IL 60148 with a contemporaneous copy to: 53 State Street, 14th Floor, Boston MA 02109, Attn: General Counsel. Owner and VEOLIA are each referred to as a “Party” and are collectively referred to as the “Parties.”

STATEMENT OF PURPOSE

WHEREAS, the Owner owns certain facilities and systems which are further described in Appendix C; and

WHEREAS, Owner desires to contract with VEOLIA to perform certain operation and maintenance services as further described in Appendix B under the terms and conditions set forth in this Agreement.

1. SERVICES AND STANDARD OF PERFORMANCE

- 1.1. Veolia shall, within the design capacity and capability of the Owner’s facilities, perform the services set forth in Appendix B in accordance with applicable law and the requirements set forth in Appendix C.
- 1.2. VEOLIA shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services under the same conditions.
- 1.3. VEOLIA shall be responsible for the cost of operation, maintenance and fuel for Owner vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by VEOLIA shall be limited to duties and use within the course and scope of this Agreement. Training for VEOLIA employees and other such activities are not part of the course and scope of this Agreement and therefore Owner vehicles and equipment should not be used for such matters.

2. OWNER’S RESPONSIBILITIES

- 2.1. Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of VEOLIA hereunder. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise in this Agreement.
- 2.2. The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in Appendix B including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon VEOLIA’s net income and/or payroll taxes for VEOLIA’s employees are not included.

- 2.3. The Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 2.4. The Owner shall provide for VEOLIA's use of all vehicles and equipment currently in use at the Project, including the vehicles described in Appendix F. Such vehicles and equipment shall be in road safe condition. As stated above, VEOLIA shall be responsible for the cost of operation, maintenance and fuel for such vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by VEOLIA shall be limited to duties and use within the course and scope of this Agreement. The parties may supplement this Agreement to provide for an agreed schedule of replacement of such vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.
- 2.5. The Owner agrees to not offer employment or other compensation to Project Management and Supervisory personnel of VEOLIA directly working on this Project for a period of two (2) years after the end date of this Agreement or said employee's re-assignment from this Project.
- 2.6. Owner has provided to VEOLIA all data in Owner's possession relating to the Project. VEOLIA will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

3. COMPENSATION AND PAYMENT

Compensation for the services is described in Appendix E.

4. TERM

- 4.1. The initial term of this Agreement shall be for five (5) years commencing on the Commencement Date. Thereafter, this Agreement may be renewed for a term of five (5) years ("Renewal Term") if approved in writing by both parties. If the Parties agree to a Renewal Term, the parties will strive to begin negotiations one hundred eighty (180) days prior to expiration.
- 4.2. Either Party may terminate this Agreement for a material breach of this Agreement by the other Party after giving written notice of the breach and allowing the other Party a reasonable time to correct the breach. Neither Party shall terminate this Agreement without giving the other Party thirty (30) days' written notice of intent to terminate for failure of the other Party to correct the breach within a reasonable time.
- 4.3. Beginning on the first anniversary of the Commencement Date, either Party may terminate this Agreement at its discretion either with or without cause, by giving at least one hundred twenty (120) days prior written notice.
- 4.4. For the initial term of the Agreement only, in the event Owner exercises its rights under Section 4.3 above, Owner shall reimburse Veolia for Veolia's demobilization costs and expenses not to exceed \$20,000 (the "Termination Payment"). If Owner terminates the Agreement under Section 4.3 after the first anniversary of the Commencement Date, Owner will reimburse Veolia up to \$20,000 for actual expenses. If Owner terminates the Agreement under Section 4.3 after the second anniversary of the Commencement Date, Owner will reimburse Veolia up to \$10,000 for actual expenses. There will be no reimbursement if the Owner exercises its rights under Section 4.3 after the third anniversary of the Commencement Date. The Termination Payment will be due on the effective date of termination.

- 4.5. Upon notice of termination by either Party, VEOLIA shall assist Owner in assuming or transferring the operation of the Project. If additional Cost is incurred by VEOLIA at the request of Owner, Owner shall pay VEOLIA such Cost within 30 (thirty) days of invoice receipt. If requested by Owner, VEOLIA will continue to provide the current operations staff for a period of up to ninety (90) days beyond the date of termination for a pro-rated Base fee. If the current staff are not available, VEOLIA will provide an operations staff for a period of up to ninety (90) days beyond the termination for a negotiated fee to include travel, per diem and associated labor costs.
- 4.6. Upon termination of this Agreement and all renewals and extensions of it, VEOLIA will return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, ordinary wear and tear and repairs not approved by Owner excepted. If Owner incurs any additional costs associated with returning the Project to the original condition less ordinary wear and tear, VEOLIA shall pay Owner such costs within thirty (30) days of invoice receipt. Equipment and other personal property purchased by VEOLIA for use in the routine operation or maintenance practices of the Project and billed to the Owner in excess of the Base Fee shall become the property of the Owner upon termination of this Agreement, provided that Owner has reimbursed VEOLIA for such equipment and other personal property. However, any equipment or personal property that is purchased by VEOLIA and not billed to the Owner shall be the property of VEOLIA and shall be removed from the Project by VEOLIA at the termination of this Agreement.
- 4.7. Effect of termination. If the Agreement is terminated before the expiration date, Owner will compensate Veolia for work performed up until the effective date of the termination and any payments subject to Sections 4.4 and 4.5.

5. INDEMNITY AND LIABILITY

- 5.1. VEOLIA agrees to indemnify, defend (with counsel reasonably acceptable to Owner) and hold harmless Owner and its officers, officials, employees and agents from and against all liability, loss, damage, expense, costs, including attorney fees, arising out of or associated with VEOLIA's work or duties as described herein, to the extent caused by (1) any willful misconduct, negligent act or omission of VEOLIA, its agents, any of its subcontractors, and anyone directly or indirectly employed by VEOLIA, its agents or its subcontractors, and anyone for whose acts any of them may be liable, (2) the negligent operation of the Project by or under the direction of Veolia, or (3) Veolia's failure to perform its duties under this Agreement, except to the extent caused by the Owner's willful misconduct, negligent act or omission.
- 5.2. It is understood and agreed that, in seeking the services of VEOLIA under this Agreement, Owner is requesting VEOLIA to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, to the fullest extent permitted by law, Owner agrees to hold harmless, indemnify, and defend VEOLIA from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligent acts or omissions, or willful misconduct of VEOLIA, its employees or its subcontractors in the performance of services under this Agreement.
- 5.3. TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL OWNER, VEOLIA, THEIR SUBCONTRACTORS OR THEIR OFFICERS OR EMPLOYEES BE LIABLE TO ANY

OTHER PARTY IN ANY ACTION OR CLAIM FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION. ANY PROTECTION AGAINST LIABILITY FOR LOSSES OR DAMAGES AFFORDED ANY INDIVIDUAL OR ENTITY BY THESE TERMS SHALL APPLY WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES, WHICH ARE INCONSISTENT WITH THESE TERMS, ARE WAIVED. Veolia's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of the facility's design, capabilities and physical capacity. It is not part of VEOLIA'S scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

- 5.4. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VEOLIA'S CUMULATIVE LIABILITY FOR PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION ARISING UNDER THE AGREEMENT (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY) INCLUDING, BUT NOT LIMITED TO ITS INDEMNITY OBLIGATIONS SPECIFIED IN SECTION 5.1 OF THE AGREEMENT, SHALL NOT EXCEED (1) ANY AVAILABLE AND RECOVERED PROCEEDS FROM INSURANCE REQUIRED BY THIS AGREEMENT UP TO THE SPECIFIED LIMITS (WITHOUT REGARD TO THE AMOUNT OF ANY DEDUCTIBLE WHICH MAY BE APPLICABLE UNDER ANY SUCH POLICY) AND (2) TO THE EXTENT INSURANCE IS NOT APPLICABLE, TEN MILLION (\$10,000,000) FOR THE DURATION OF THE AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEOLIA IN BREACH OF VEOLIA'S OBLIGATIONS UNDER THIS AGREEMENT.

6. FINES AND CIVIL PENALTIES

- 6.1. Veolia shall be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from VEOLIA's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the costs of contesting any such fines.
- 6.2. VEOLIA shall not be liable for fines or civil penalties that result from violations that occurred prior to the Commencement Date of this Agreement (unless covered by the existing agreement between the parties) or are otherwise directly related to the ownership of the Project. Any violation that occurred prior to the Commencement Date of this Agreement will be covered by the terms and conditions of the then-existing Agreement between the parties in which time the violation occurred.

6.3. OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or Veolia that are not a result of Veolia's breach, negligence or willful misconduct, or are otherwise directly related to the ownership of the Project, and shall indemnify and hold Veolia harmless from the payment of any such fines and/or penalties.

7. INSURANCE

7.1. VEOLIA shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

1. Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the Project is located.
2. Automobile Liability Insurance with Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of VEOLIA owned or leased motor vehicles, including onsite and offsite operations.
3. Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of VEOLIA or any of its employees, or subcontractors.
4. Pollution Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering operation of the wastewater treatment facilities only.

7.2. VEOLIA shall add Owner and Owner's elected officials, officers, and employees, as additional insured in VEOLIA's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies.

7.3. VEOLIA's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies will be primary and non-contributory to any other coverage available to Owner.

7.4. VEOLIA will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or adverse material change in coverage required in Section 7 (except ten (10) days' notice for non-payment of premium).

7.5. Owner will maintain the following insurances throughout the term of the Agreement, and shall provide VEOLIA with Certificates of Insurance to demonstrate compliance with this provision:

7.5.1. Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property. Owner will obtain a waiver of subrogation in favor of Veolia and Veolia's insurers.

7.5.2. Liability Insurance for all motor vehicles and equipment provided by Owner and operated by VEOLIA under this Agreement.

7.6. Certificates of Insurance (“COI”).

7.6.1. The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 7 and its subsections. COI will reference the project name as identified on the first page of this Agreement.

7.6.2. In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.

7.6.3. In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy’s renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party’s receipt.

8. LABOR DISPUTES

In the event activities by Owner’s employee groups or unions causes disruption in VEOLIA’s ability to perform its obligations under this Agreement, Owner, with VEOLIA’s assistance, or VEOLIA at its own option, may seek appropriate injunctive court orders during any such disruption, VEOLIA shall operate the facilities on a best efforts basis until any such disruptions cease, but VEOLIA cannot assure compliance with all contract conditions.

9. UNFORESEEN CIRCUMSTANCES

Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The Party invoking this clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

In the case of Unforeseen Circumstances Owner agrees to pay any undisputed Costs incurred by VEOLIA in connection with the Unforeseen Circumstance. Before payment is made, VEOLIA shall provide the Owner with an itemized list of Costs and explanations. Any disputed costs will be reviewed and negotiated by both parties to determine final payment.

10. ACCESS TO FACILITIES AND PROPERTY

10.1. Owner will make its facilities accessible to VEOLIA as required for VEOLIA’S performance of its services, and will secure access to any other Owner property necessary for performance of VEOLIA’s services.

10.2. VEOLIA shall provide 24-hour per day access to Project for Owner’s personnel. Visits may be made at any time by any of Owner’s employees so designated by Owner’s Representative. Keys for the Project shall be provided to Owner by VEOLIA. All visitors to the Project shall comply with VEOLIA’s operating and safety procedures.

11. CONTRIBUTIONS TO THE INDUSTRIAL ACCIDENT FUND

VEOLIA shall pay all contributions or amounts due the Industrial Accident Fund from VEOLIA incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 2798.220)

12. LIENS AND CLAIMS

VEOLIA shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 2798.220)

13. INCOME TAX WITHHOLDING

VEOLIA shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220).

14. INDEPENDENT CONTRACTOR

14.1. VEOLIA is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. As an independent contractor, VEOLIA is not entitled to indemnification by Owner or the provision of a defense by Owner under the terms of ORS 30.285. This acknowledgment by VEOLIA does not affect its independent ability (or the ability of its insurer) to assert the monetary affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

14.2. Worker's Compensation Coverage. VEOLIA hereby certifies that it has qualified for State of Oregon Worker's Compensation coverage either as carrier-insured employer or as a self-insured employer. (ORS 279B.230).

15. MEDICAL CARE FOR EMPLOYEES

VEOLIA shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of VEOLIA's employee(s), all sums which VEOLIA agrees to pay for such services and all monies and sums which Owner collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230).

16. SAFETY AND HEALTH REQUIREMENTS

VEOLIA shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

17. PAYMENT REQUIREMENTS (ORS 2798.220)

VEOLIA shall make payment promptly, as due, to all persons supplying to VEOLIA labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220). If VEOLIA fails, neglects, or refuses to make a prompt payment of any claim for labor or services furnished to VEOLIA or a subcontractor, or by any person in connection with this contract as the claim becomes due, the Owner may pay the claim to the person furnishing the labor or services

and charge the amount of the payment against funds due or to become due to VEOLIA pursuant to this contract. The Owner's payment of a claim under this Section shall not relieve VEOLIA or VEOLIA's surety, if any, from responsibility for those claims.

18. HOURS OF WORK

Veolia shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair Labor Standards Act of 1938 (29 USC §201 et. seq.).

19. CHANGES

Owner and VEOLIA may mutually make changes within the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties.

20. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Owner and VEOLIA and has no third party beneficiaries.

21. JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

22. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

23. AUTHORITY

Both Parties represent and warrant to the other Party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing Party below has such authority to bind the Party.

24. NOTICES

All notices shall be in writing and delivered, mailed or e-mailed to each Party at the respective addresses written below. All notices shall be deemed given (i) if delivered personally or by messenger, upon delivery, (ii) if delivered or sent by overnight mail or overnight courier, on the scheduled day of delivery or such earlier time as is confirmed by the receiving Party, (iii) if sent by registered or certified first class mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid, or (iv) if delivered or sent by e-mail, on the day of transmittal if transmitted during normal business hours or on the next business day if not transmitted during normal business hours. Notice of change of address shall be provided in the same manner, and such change shall not be deemed a modification or amendment to the Agreement.

Owner's Project Manager:
 Mike Walker
 Public Works Director
 39250 Pioneer Blvd.
 Sandy, OR 97055

Veolia's Project Manager:
 Mike Greene, General Manager
 10350 SW Arrowhead Creek Lane
 Wilsonville, Oregon 97070

With Copies To:
 Veolia Water North America-West, LLC
 700 E. Butterfield Road, Suite 201
 Lombard, IL 60148

Veolia Water North America-West, LLC
 Attn: General Counsel
 53 State Street, 14th Floor
 Boston MA 02109

25. RECORDS

VEOLIA agrees that Owner and its authorized representatives shall have access during normal business hours to all books, documents, papers and records that are directly related to the Project for the purpose of making any audit, examination, copies, excerpts and transcripts.

26. WORK IS PROPERTY OF OWNER

All work, including but not limited to documents, drawings, papers, computer programs, photographs, and reports ("Deliverables"), performed or produced by VEOLIA under this Agreement shall be the property of Owner. VEOLIA may retain copies of said documents and materials as desired but will deliver all original materials to Owner upon Owner's written notice. Owner agrees that use of VEOLIA'S completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Owner's own risk. Except as provided by this Agreement, VEOLIA shall retain ownership of its business records and Owner shall have no right to view or obtain copies of such business records, except pursuant a subpoena lawfully issued by court of competent jurisdiction. Notwithstanding the foregoing, VEOLIA shall retain the right to use the ideas, concepts, know-how, and techniques derived from the rendering of the Deliverables, and VEOLIA shall be entitled to any and all protections afforded under state and federal statutory or common law with respect to any materials that were prepared, developed or used by VEOLIA prior to or outside the scope and course of completing the Services performed under the terms of this Agreement ("VEOLIA Intellectual Property"), and such VEOLIA Intellectual Property shall remain the intellectual property of VEOLIA and shall not be the property of Owner. In the event (and to the extent) that any Deliverable contains any items or elements that are VEOLIA Intellectual Property, VEOLIA grants to Owner an irrevocable, perpetual, royalty-free limited license to use, execute, display and/or perform such to the extent it is necessary to fulfill Owner's purposes under this Agreement.

VEOLIA shall maintain all records and accounts concerning the operation, maintenance and repair of the Project in accordance with generally accepted accounting principles. All such records and accounts shall be retained by VEOLIA and kept accessible for a minimum of three (3) years from the expiration or termination of this Agreement, except as required longer by law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

27. DUTY TO INFORM

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

28. MEDIATION/TRIAL WITHOUT A JURY

Should any Agreement-related dispute arise between the Parties, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation in good faith, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through non-binding mediation and only in the event said mediation efforts fail, then through litigation.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by the Parties. Mediation will be conducted in Sandy, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Agreement-related disputes through the mediation process. If a Party requests mediation and the other Party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party. The Parties shall retain all rights with respect to any dispute not covered by this Section. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties.

29. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

Both parties indicate their approval of this Agreement by their signatures below, and each Party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

Veolia Water North America-West, LLC

City of Sandy, Oregon

By:  _____

By:  _____

Title: Senior Vice President

Title: Kim Yamashita

Name: Keith Oldewurtel

Name: City Manager

APPENDIX A
DEFINITIONS

- A.1. "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODs.
- A.2. "Base Fee" means the compensation paid by Owner to VEOLIA for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix E.1 and will be adjusted annually in accordance with Base Fee Formula specified in Appendix E.3. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.
- A.3. "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.4. "BOD" means Biochemical Oxygen Demand over a five (5) day period.
- A.5. "Change in Law" means any of the following acts, events or circumstances to the extent that compliance with the change materially changes the Direct Cost of performing the work: the adoption, amendment, promulgation, issuance, modification, specifically changed by any local, state, federal or other governmental body. VEOLIA and Owner shall negotiate a mutually agreeable change in VEOLIA's Base Fee for any change in law which results in a significant change to the Direct Cost incurred to perform the scope of services. If the change results in a decrease in price, VEOLIA and Owner shall negotiate the change and apply a credit to the Base Fee.
- A.6. "Change in the Scope" are defined in Appendix B.4.
- A.7. "Commencement Date" shall mean March 1, 2019.
- A.8. "Cost" means the total of all Direct Cost and indirect cost determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP).
- A.9. "Direct Cost" means the actual cost incurred for the direct benefit of the Project, including but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab suppliers, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools memberships and training supplies
- A.10. "Major Repairs" mean those Repairs that significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000.00).
- A.11. "Preventive Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or VEOLIA to maximize the service life of the equipment, sewer, vehicles, and facility.

A.12. "Project" means all equipment, vehicles, grounds, and facilities described in Appendix D and where appropriate, the operations, maintenance, and management of such.

A.13. "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof. However, if the need for the repair is caused by VEOLIA negligent or misuse, such expenditure will not be a "repair" under this agreement, will not be deducted from the Repair Limit and will be VEOLIA's sole responsibility.

Scheduled replacement per manufacturer's recommendations of the following specific consumables shall not be considered Repairs and the cost for same (excluding labor for installation) shall be the responsibility of the City:

- Effluent disc filter media cloth covers
- Ultraviolet disinfection system lamps, ballasts, wipers and sleeves

A.14. "TSS" means total suspended solids.

A.15. "Unforeseen Circumstances" means an event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of VEOLIA; (iii) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

**APPENDIX B
SCOPE OF SERVICES**

VEOLIA SHALL:

B.1. GENERAL

- B.1.1. Subject to the Maintenance and Repairs Limit, alter as needed, the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of One Thousand Dollars (\$1,000.00).
- B.1.2. Operate, maintain and/or monitor the Project such that the Project is staffed at least Monday through Friday, eight (8) hours per day and a reduced but sufficient number of hours per day (Saturday, Sunday, Holidays) as necessary to meet operational needs. VEOLIA shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. VEOLIA shall designate, as a minimum, one staff member as standby to respond to such calls.
- B.1.3. Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State.
- B.1.4. Pay all Costs incurred in normal Project operations except as otherwise included in Article 2 - Owner's Responsibilities.
- B.1.5. Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit.
- B.1.6. Maintain aesthetics of the facilities:
 - B.1.6.1. In general, maintain the WTP and WWTP site and grounds in a clean, neat, and orderly fashion to present a positive image of the facility and program.
 - B.1.6.2. Administrative and other occupied spaces shall be kept clean, dry, and habitable
 - B.1.6.3. Other spaces and floors shall be free of sewage, screenings, sludge, debris, etc.
 - B.1.6.4. Equipment, tools, and material will be properly stored
 - B.1.6.5. Trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds
 - B.1.6.6. Maintain plant and site grounds at Hudson Rd. Pump Station and Revenue Ave. Reservoir per the scope of work and schedule in Appendix G. VEOLIA will present a plan for site and ground maintenance by April 1, 2019 with proposed costs. The plan will be agreed upon by both Parties, and the costs shall be billed to Owner in accordance Appendix E.1.1.3.
- B.1.7. Place at each permanently staffed Project facility, a copy of VEOLIA's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the Commencement Date of this Agreement. The cost of any capital improvement

required at the Project to bring the facilities within OSHA compliance will be paid by the Owner.

- B.1.8. Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, VEOLIA shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- B.1.9. In any emergency affecting the safety of persons or property, VEOLIA shall act without written amendment or change order, at VEOLIA's discretion, to prevent threatened damage, injury or loss; provided however, that VEOLIA shall obtain prior Owner approval for any emergency expenditure in excess of Five Thousand Dollars (\$5,000.00). VEOLIA will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work notwithstanding the lack of written amendment or change order. VEOLIA will invoice Owner the amount mutually agreed to by the Parties for the emergency expenditure.
- B.1.10. Utilize Owner provided security devices during VEOLIA's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, VEOLIA shall make sure that all Project gates and structures are locked and that any security alarms are activated.
- B.1.11. Comply with all Federal and OR-OSHA regulations relating to bloodborne pathogens, confined space entry, fall protection, and any other applicable occupational health and safety requirements.
- B.1.12. Review the existing plant emergency action plan and provide an updated plan (if needed).
- B.1.13. VEOLIA shall provide Owner with a listing of any recommended Major Repairs that VEOLIA believes will be required for any of the facilities covered under the contract. Owner may choose to act on these recommendations upon review with Owner's Consulting Engineer. If Owner agrees with any of the recommendations provided, Owner shall attempt to budget for the necessary expenditure(s) in the next regularly scheduled biennial budget preparation cycle. However, VEOLIA shall not be relieved of its responsibilities to perform if the recommendations are not implemented and the City will be responsible for any fines, penalties or regulatory actions or consequences incurred if it can be demonstrated that such occurred as a result of these recommendations not being implemented. If VEOLIA believes the recommendation is necessary to perform its responsibilities and Owner continues to disagree, VEOLIA may terminate the Agreement pursuant to Section 4.3

B.2. WASTEWATER TREATMENT PLANT

- B.2.1. Within the design capacity and capability of the Wastewater Treatment Plant (the "WW Plant"), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets of the Clean Water Act and the requirements specified in NPDES Permit No. 102492 issued January 23, 2010 (copy attached), and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (1) WW Plant

influent does not contain Adequate Nutrients to support operation of the WW Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing processes and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in Section 13.12.080 of the Sandy Municipal Code; and (3) the flow, influent biochemical demand (BODs,) and/or total suspended solids (TSS) exceeds the WW Plant's design parameters that exceed the plants Maximum Allowable Headworks Loadings in which case Appendix C specifies responsibilities and remedies.

- B.2.2. Within the design capacity and capability of the WW Plant, operate the WW Plant in a manner such that odor and noise are minimized.
- B.2.3. Operate and maintain effluent filtration and UV disinfection systems. Replace disk filter media and UV system components per manufacturer's schedule
- B.2.4. Operate sodium hypochlorite disinfection system and recycled water pump station during land application season.
- B.2.5. Prepare and submit to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Veolia shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant.
- B.2.6. Assist the Owner with the NPDES permit renewal process by providing Project information within VEOLIA's possession and control. Any additional assistance requested by the Owner will be handled as a Change in Scope.
- B.2.7. Operate and maintain, to its design capacity and capability, the solids handling system, including polymer addition and pH adjustment, in compliance with the Bio-Solids handling plan and regulatory requirements.
- B.2.8. Provide hauling and disposal of screenings, grit, scum, sludges (including lime stabilized sludge cake), and biosolids (collectively, "Residuals") to existing disposal sites for land application. The Parties shall negotiate responsibility for additional costs associated with Residual removal due to unexpected loss of available permitted sites, or unforeseen mechanical failures which prohibit removal of solids from the facility to permitted sites. However, Veolia shall be solely responsible for costs that resulted from VEOLIA's negligent actions, inactions, or factors within VEOLIA's control; for example, unavailable truck drivers, repairs not completed in a timely manner, or similar.
- B.2.9. Where land application is used as the method for disposal of biosolids, VEOLIA shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, VEOLIA shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. VEOLIA may use the existing Owner secured permits and land application sites.
- B.2.10. Maintain positive working relationships with existing sludge disposal site owners and seek out new sludge disposal sites as needed.

- B.2.11. Provide computerized maintenance, process control and laboratory management systems for the Project and provide a monthly statistical summary of performance to Owner by the tenth (10th) of each month. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- B.2.12. Perform all laboratory testing and sampling for process control and as currently required by the State and Federal Clean Water Act, NPDES permit NPDES referenced documents and all Federal or State issued permits. Develop, follow and maintain a QAJQC program for laboratory equipment processes and procedures and comply with all OR-OSHA and other applicable laboratory and chemical safe handling requirements. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- B.2.13. Provide and document all Preventive Maintenance for the WW Plant. Owner shall have the right to inspect these records during normal business hours.
- B.2.14. Provide and document Repairs for the WW Plant. The Repairs Limit described in Appendix E shall not include the salary cost of VEOLIA's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, VEOLIA may subcontract or provide VEOLIA personnel outside of the project to make such repairs and charge such services to the Repairs budget. VEOLIA will provide Owner with a monthly report on the expenditures of Repairs.
- B.2.15. Monitor wastewater pump station alarms reported to the WWTP SCADA computer and auto-dialer and convey this information to Owner personnel immediately. Owner and VEOLIA will develop a more detailed protocol for reporting and conveying this information after execution of the contract.
- B.2.16. Owner will be responsible for all power costs at the Wastewater Treatment Plant during the term of the Agreement. VEOLIA will be responsible for all other utility costs, (telephone, SCADA circuits, satellite internet) at the facility. The master water and wastewater SCADA computer is located at the water treatment plant and telephone lines are used for communications between the facilities. Solid waste disposal (trash and bar screenings) are collected by the Owner's solid waste franchisee at no cost to the project.

B.3. WATER TREATMENT PLANT

- B.3.1. Within the design capacity and capability of the Water Treatment Plant (WTR Plant), manage, operate, and maintain the WTR Plant, as set forth in this Section B.3.1, so that finished water discharged from the WTR Plant meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as required by the Safe Drinking Water Act and as outlined in Appendix C.
- B.3.1.1. For raw water sourced from Portland Water Bureau:

- Operate and maintain booster pumps;
- Set booster pump start/stop setpoints; and
- Operate and maintain Revenue Avenue transfer pumps including start/stop setpoints.

Operation and maintenance of the chemical feed system and the carbon filter stream is not included as part of the scope, and will be negotiated by the Parties at a later date.

B.3.1.2. For the Alder Creek Water Treatment Plant:

- Operate and maintain diversion dam and intake screens. Seasonally remove or install splash boards as necessary to provide positive suction head at raw water booster pump station;
- Operate and maintain raw water booster pump station and variable frequency drives;
- Operate and maintain streaming current monitors and chemical mixing and feed system.
- Operate and maintain clarifiers and filters; and
- Operate and maintain finished water pumps and set pump start/stop setpoints to maintain reservoir levels and adequate filter backwash water supply;
- Operate and maintain the on-site diesel generator, including all expendables (fuel, oil, etc.). Perform load bank testing at least bi-annually. This includes the diesel generator at the Terra Fern reservoir and pump station.

Maintenance of the underground piping of any diameter at this site will be performed by the Owner

B.3.1.3. For Brownell Springs:

- Operate and maintain chemical feed equipment;
- Maintain disinfectant inventory at the site by safely transporting and transferring small quantities of disinfectant to the site; and
- Maintain plant equipment, building and components.

Maintenance of the underground piping of any diameter at this site will be performed by the Owner

B.3.1.4. For Hudson Road Booster Pump Station and Revenue Ave. Transfer Pump Station:

- Operate and maintain the on-site diesel generator, including all expendables, (fuel, oil, etc.) at the Hudson Rd. site and the natural gas generator at Revenue Ave. site including all expendables. Perform load bank testing at least biannually. Owner will be responsible for natural gas service at the Revenue Ave. site.
- Maintenance of the underground piping of any diameter at this site will be performed by the Owner

B.3.1.5. VEOLIA shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains substances, materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the WTR Plant.

B.3.2. Assist the Owner with the disposal of Residuals to permitted disposal sites. Any Cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and VEOLIA agree that Owner is the Generator of the Residuals.

B.3.3. Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations at the entry point and upstream as shown in Appendix V. Develop, follow and maintain a QA/QC program for laboratory equipment process and procedures. Comply with OR-OSHA and all applicable laboratory and chemical handling safety requirements. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

B.3.4. Provide and document all Preventive Maintenance for the WTR Plant. Owner shall have the right to inspect these records during normal business hours.

B.3.5. Provide and document Repairs for the WTR Plant. The Repairs Limit described in Appendix E shall not include the salary cost of VEOLIA's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, VEOLIA may subcontract or provide VEOLIA personnel outside of the project to make such repairs and charge such services to the Repairs budget. VEOLIA will provide Owner with a monthly report on the expenditures of Repairs.

B.3.6. Provide and document Repairs for the WTR Plant in a mutually-agreed format by the tenth (10th) day of each month.

B.3.7. Provide monthly water production, peak day and regulatory compliance data by source in a mutually-agreed format by the tenth (10th) day of each month.

B.3.8. Owner will be responsible for all power costs at the Water Treatment Plant and associated sites during the term of the Agreement. VEOLIA will be responsible for all other utility costs, (telephone, SCADA circuits, satellite internet, solid waste disposal) at the facility. The master water and wastewater SCADA computer is located at the water treatment plant and telephone lines are used for communications between the facilities

B.4. SCOPE CHANGES

- B.4.1. A Change in Scope of services shall occur when and as VEOLIA's costs of providing services under this Agreement change as a result of:
- B.4.1.1. Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. VEOLIA will invoice Owner the amount mutually agreed to by the Parties. The undisputed invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs.
 - B.4.1.2. The current WWTP NPDES permit is being renewed. Any change in Project operations, personnel qualifications, required certification, staffing or other cost as a result of the issuance of new Permit or permit renewal shall constitute a Change in Scope. Increases or decreases of not less than ten percent (10%) in the Wastewater Plant influent flow or loadings, as set forth in Appendix C, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope.
 - B.4.1.3. Increases or decreases of not less than ten percent (10%) in the Water Plant average daily production, as set forth in Appendix C, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. VEOLIA will invoice Owner the amount mutually agreed to by the Parties. The undisputed invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs. Owner's request of VEOLIA, and VEOLIA's consent, to provide additional services. Owner and VEOLIA shall negotiate an increase in VEOLIA's Base Fee for these Changes in Scope
- B.4.2. At any time, the Owner may request VEOLIA to provide support services for Owner's capital projects. In this case VEOLIA shall propose a scope of services, schedule and budget identifying direct costs and overhead/profit charges. VEOLIA shall not proceed with any such capital project services without express written authorization of Owner.

**APPENDIX C
CAPACITY AND CHARACTERISTICS**

C.1. CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

C.1.1. Wastewater Treatment Plant Design Capacity is described as follows:

Parameter	Plant
Flow, million gallons/day	1.25
BODs, pounds per day	2,220
TSS, pounds per day	2,330
Daily Peaking Factor	2.0

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow. VEOLIA will measure and update actual Plant Design Capacity within ninety (90) days of the Commencement Date and provide Owner in writing with any changes to this Section C.1.1.

C.1.2. In the event any one of the Project influent characteristics, suspended solids, BODs, or flow, exceeds the design parameters stated above, VEOLIA shall take commercially reasonable efforts to return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By:</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VEOLIA will have a thirty (30)-day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3. VEOLIA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period. Notwithstanding anything to the contrary, Owner retains all liability, fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4. The Base Fee for services under this Agreement is based on the following Project influent characteristics as determined by a 12 month average (January- December of previous year):

Parameter	Plant
Avg flow, million gallons/day	1.62
BODs, pounds per day	2,362
TSS, pounds per day	2,289

C.2. RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

C.2.1. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event the parameter does not have a method approved by Federal and State Agencies, VEOLIA will utilize alternate test methods approved by EPA in 40 CFR, 141, Subpart C.

C.2.2. System Demand

VEOLIA shall assume an average day demand (ADD) for water of 1.098 mgd and a peak daily demand of 1.79 mgd at the commencement of this agreement. VEOLIA acknowledges that the Owner has the right to demand up to 3.5 mgd (including 0.5 mgd from the Portland Water Bureau source) on any day and VEOLIA shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. If Owner communicates any changes in the average daily demand for water as listed above, this will constitute a Change in Scope, and an appropriate adjustment of fee shall be negotiated.

The Base Fee is based on the assumption that the supply of raw water for treatment shall be Brownell Springs and Alder Creek. VEOLIA shall accept 500,000 gallons/day of treated water from the City of Portland source, but any additional costs to treat Portland Water or the impacts associated with Portland Water is not covered in this Scope.

C.2.3. VEOLIA shall be responsible for meeting the water treatment performance standards established in Appendix B and C, but shall not be responsible for events outside the control of VEOLIA, which include but are not limited to:

- C.2.3.1. Materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;
- C.2.3.2. Raw water supply is insufficient to meet demand;
- C.2.3.3. The demand for water exceeds the design capacity of the facilities specified in Appendix C;
- C.2.3.4. Vandalism; and/or
- C.2.3.5. Unforeseen Circumstances.

C.2.4. The estimated cost for services under this Agreement is based on an average day demand (ADD) of 1.098 mgd. Any change of ten percent (10%) in the average daily production based upon the prior calendar year (January–December of previous year) will constitute a Change in Scope.

Temporary increases in water production necessitated by equipment failure or to recover low reservoir levels shall not be included in these calculations.

**APPENDIX D
LOCATION OF PROJECT**

VEOLIA agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

- D.1. All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at:

Wastewater Treatment Plant, 33400 SE Jarl Rd

- D.2. All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant located at:

Facility	Address
Alder Creek Water Treatment Plant	52500 Hwy 26
Terra Fern Rd. Reservoir and Pump Station	51515 Terra Fern Dr.
Brownell Springs	48205 SE Dowling Rd.
Sandercock Reservoir	44334 Sandercock Ln.
Vista Loop Rd. Reservoir	41225 SE Vista Loop Dr.
Hudson Road Booster Pump Station	39175 Hudson Road
Revenue Avenue Reservoir and Transfer Station	17160 Revenue Ave.

APPENDIX E
COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

E.1. COMPENSATION

E.1.1. Calculation of Compensation

- E.1.1.1. Owner shall pay to VEOLIA as compensation for services performed under this Agreement a Base Fee of **Five Hundred Fifty-Four Thousand Three Hundred Seventy-Six Dollars (\$554,376)** for the Wastewater Services and **One Hundred Eighty-Two Thousand Nine Hundred Twenty-Two Dollars (\$182,922)** for the Water Services for the first year of this Agreement. Subsequent years' base fees shall be determined as specified in Appendix E.3. The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: expenditures for Project management labor, employee benefits, chemicals, lab supplies, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities (excluding electricity, which shall be paid by Owner), tools, memberships, training and training supplies. The Base Fee is based on the assumption of treatment at the existing wastewater plant listed in Appendix D.2 and the characteristics listed in Appendix C.1.4. Any limitations on these expenditures as set forth in Appendix E.1.2.
- E.1.1.2. Owner expects to commence construction of an expansion to the existing WWTP during the term of this agreement. Owner will involve and consult with VEOLIA operations staff during planning and design of the new facilities. Additional labor or other costs attributable to construction of new WWTP facilities can be expected. Owner and VEOLIA will negotiate a Change in Scope for any additional services or expenses resulting from construction. Once a new wastewater plant has been constructed and completed acceptance testing and is online, the Parties agree to renegotiate the Base Fee.
- E.1.1.3. The services provided under this Agreement assume overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement. All additional expenses for water or wastewater treatment services shall be tracked and invoiced separately.

E.1.2. Limitations

- E.1.2.1. The total amount VEOLIA will be required to pay for Repairs and Maintenance will not exceed the annual Repairs Limit of Thirty Thousand (\$30,000.00) for the Wastewater services and Twenty Five Thousand (\$25,000.00) for the Water Services for the contract year identified under Appendix E.1.1 All repairs over \$2,000.00 will be deducted from the Repair Limit for the respective facilities.
- E.1.2.2. VEOLIA will bill the Owner for repairs over \$2,000 should the Repair Limit for a facility be exceeded prior to the end of the contract year or the Owner may choose to complete these repairs. Repairs (including labor) below the \$2,000 limit will be considered incidental to the project and included in the Base Fee. VEOLIA shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit,

and Owner shall pay VEOLIA for all Repairs performed by VEOLIA in excess of such limit. Any loss, damage or injury resulting from Owner's failure to provide for Repairs in excess of the Repairs Limit shall be the sole responsibility of Owner. VEOLIA shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit. VEOLIA will ask for Client consent before any Repair expenditure over \$5,000.00

E.1.2.3. Repairs charged to the Repair Limit shall not include labor costs for VEOLIA personnel assigned to the Sandy project. Repairs charged to the Repairs Limit using VEOLIA staff not assigned to the Sandy project may include labor costs.

E.1.2.4. The repair or replacement budget shall be used for individual repairs on discrete pieces of equipment or process components. Repair expenses related to discrete failure events or separate and unrelated pieces of equipment not required to make a piece of equipment operable may not be aggregated or combined in order to surpass the \$2,000 threshold.

E.1.2.5. Any loss, damage or injury resulting from VEOLIA's negligence, misconduct or negligent maintenance shall be the sole responsibility of VEOLIA

E.1.3. Changes in Compensation

E.1.3.1. The Base Fee will be adjusted annually using the Base Fee Adjustment Formula shown in Appendix E.3, with an annual escalation not to go below two percent (2%) or exceed five percent (5%). Upon each contract year renegotiation, VEOLIA shall continue to invoice Owner at the previous amount until written agreement between the Parties as to the new contract year Base Fee, upon which VEOLIA shall issue an invoice retroactively adjusting the previous contract year Base Fee amount

E.1.3.2. The Parties will negotiate the Repairs Limit each year, three (3) months prior to anniversary of the Commencement Date hereof in accordance with Appendix E.1.3.1. Should Owner and VEOLIA fail to agree, the Repairs Limit will be determined by the prior year's Repairs Limit Amount plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix E.3.

E.1.3.3. The Parties will negotiate compensation for Changes in Scope in accordance with Appendix B.

E.2. PAYMENT OF COMPENSATION

E.2.1. One-twelfth (1/12th) of the Base Fee for the current year and any charges against the repairs limit occurring in the subject month be invoiced on the first of the month for each month that services are provided. Repairs will be reconciled quarterly.

E.2.2. Invoices, (including repairs expenses and out-of-scope services) for services at the Plant shall be identified as such on the invoice. Invoices, (including repairs expenses, and out-of-scope services) for services at the WTR Plant shall be identified as such on the invoice.

- E.2.3. All other compensation to VEOLIA is due on receipt of VEOLIA's invoice and payable within thirty (30) calendar days, unless disputed by Owner.
- E.2.4. All payments due Owner under Section E.1.2 above shall be due and payable within ninety (90) days following the end of the applicable contract year.
- E.2.5. Owner shall pay interest at an annual rate equal to 8% or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.
- E.2.6. In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay Veolia the undisputed portion in accordance with Appendix E.2.2.

E.3. BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Appendix E.1.1

AF = Adjustment Factor as determined by the formula:

$$[((ECI).70 + (CPI).30))] + 1.02$$

Where:

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Private Industry Workers in the Pacific Census Division as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU201000000249I.

CPI = The twelve month percent change (from September of the prior year to September of the current year) in the Consumer Price Index for All Urban Consumers: Water and Sewer and trash collection services (CUUR0000SEHG01) but not less than zero (0%).

**APPENDIX F
PROJECT VEHICLES AND EQUIPMENT**

The Project includes all vehicles, rolling stock, and other equipment as follows:

Year	Make	Model/Description	Equipment/Vehicle ID No.
2002	Ford	1/2T 4x4 PU	
1994	Ford	C-9000 sludge spreader	
xxxx	Kubota	R 420 wheel loader	

Appendix G

HUDSON ROAD BPS AND REVENUE AVE. TPS LANDSCAPE MAINTENANCE REQUIREMENTS AND SPECIFICATION

SECTION A - SUMMARY

1. Contractor shall furnish all labor, tools, material and equipment required to maintain landscaped areas per the following sections during the term of the Agreement.
2. Contractor shall determine the number and frequency of visits required to maintain the landscaping per the specifications. It is assumed that the frequency of visits will vary depending on the season.
3. Project areas are shown on the attached landscape plans. Each site plans shows the tree, plant and shrub species on the sites. There is an irrigation plan for the Revenue Ave. site but not for the Hudson Rd. site. Manuals for the irrigation systems and irrigation programs are available at each site.

SECTION B - HERBICIDE PROGRAM

1. All herbicides shall be applied by or under the supervision of a currently licensed herbicide applicator. Notify the City of herbicide application type and schedule prior to seasonal application. Submit a record of rates, quantities and types applied conforming to Federal, State and Local regulations and submit copy to City.

SECTION C - PRODUCTS

Fertilizer, when required shall be Webfoot Organic deluxe 10-10-5 or Webfoot 5-15-10 cottonseed meal based fertilizer.

SECTION D - EXECUTION

Fertilizing trees: Fertilize individual trees or shrubs located outside of planting beds on an as-needed basis based on tree/shrub vigor or appearance.

Weeding: Planting beds are shown on the landscape sheets. Maintain clean, weed-free planting beds by pulling and removing all weeds from beds. Check beds for weeds at each scheduled mowing and during all other visits. Dispose of weeds removed off-site in an approved manner.

Weed other areas at each site per Section 6.

Pruning: Prune to shape plantings as needed or to conform to the natural growth patterns of each species. Remove all dead and diseased wood from the plantings.

Mulching: Maintain a two-inch mulch of sterile, commercial garden mulch (no

bark dust) on planting beds at all times. This includes the areas on both sides of the access drive outside the gate at the Revenue Ave. site. First application of new mulch shall be on or before April 1st of even-numbered contract years thereafter. Rake existing mulch in spring before applying new cover in order to break "crust" of old mulch.

NOTE: The access drive and parking areas at the Revenue Ave. and Hudson Rd. sites are made of permeable asphalt. No materials (mulch, sand, topsoil, etc.) may spilled, placed or stored on this surface.

Spraying: Spraying shall only be performed by a currently licensed applicator.

Watering: Per specified irrigation program. One-inch per week is sufficient during the growing season on established plantings. For areas watered with drip irrigation adjust watering as needed to maintain a one-inch per week equivalent. Contractor is encouraged to suggest changes to the irrigation schedule in order to conserve water and maintain landscape health. Review any changes to irrigation schedule with City prior to implementation.

Winterize irrigation system no later than November 1st of each year (earlier if threat of freezing weather exists) and start up irrigation system by June 1st (earlier if unusually warm or dry weather exists) of each year.

Debris, clippings and trimmings: Remove all debris, clippings and trimmings from weeding, pruning and general clean-up operations and dispose of in a legal manner off-site.

Dead or dying plant materials: Notify City of any damaged, dead or dying plant materials.

Field Grass / Low Wildflower Mix Maintenance

Field Grass / Low Wildflower Mix areas are identified on the landscape plan. The seed mix at the Hudson Rd. site consists of Pro-Time PT 706 mix. The seed mix at the Revenue Ave. site consists of Pro-Time PT 710 mix. Neither site requires mowing however, cutting with a weed eater or string trimmer during the growing season is necessary when the height is greater than 6" - 8". Typically, this is twice annually, once in the spring and once again in June or July.

Selectively apply herbicide weed control by a licensed applicator sufficient to control invasive broadleaf weeds and grasses. Employ hand weeding methods where herbicide application would damage wildflowers or grasses.

Utilize clean, sharpened cutting equipment, free of bacteria, fungus, chemicals, etc. prior to use on project site. Collect clippings from cutting operations and dispose of in a legal manner off-site.

Water Quality Facility Area

The Revenue Ave. site includes a water quality facility approximately 500 sq. ft.

in area. Do not mow water quality facility areas. Trim/prune native plants, sedges groundcover and grasses as needed. Do not apply herbicides in water quality facility areas. Remove weeds by hand only. Apply mulch as necessary until groundcover has filled in the pond side slopes.

Keep area around pond inlet and outlet piping clear.

Monitor runoff conditions in water quality facility; notify City of drainage or erosion problems.

Access Drive and Parking Areas

The access drive and parking areas at the Revenue Ave. and Hudson Rd. sites are made of permeable asphalt. No materials (mulch, sand, topsoil, etc.) may spilled, placed or stored on this surface.

Police and sweep pedestrian walkways after mowing and during leaf season to maintain clean, safe surfaces, remove accumulated clippings and plant debris from walkways and entrances. Clean any paved surfaces soiled by landscape maintenance operations.

Weed Eradication

Weed eradication shall include eradication by herbicide and non-herbicide methods (hand-pulling, mechanical cutting, etc.). Weed eradication program shall include but is not limited to the following noxious species:

Cirsium arvense (Canadian Thistle)
 Convolvulus spp. (Morning Glory)
 Cytisus scoparius (Scots Broom)
 Dipsacus sylvestris (Common Teasel)
 Eichornia crassipes (Water Hyacinth)
 Festuca arundinaceae (Tall Fescue)
 Hedera helix (English Ivy)
 Holcus lanatus (Velvet Grass)
 Lolium spp. (Rye Grasses)
 Lotus corniculatus (Bird's Foot Trefoil)
 Lythrium salicaria (Purple Loose Strife)
 Melilotus spp. (Sweet Clover)
 Myriophyllum spicatum (Eurasian Milfoil)
 Phalaris arundinaceae (Reed Canary Grass)
 Rubus discolor (Himalayan Blackberry)
 Solanum spp. (Nightshade)
 Trifolium spp. (Clovers)
 Vicia spp. (Vetches)

Herbicide application shall be by manual 'spot spraying', wicking, or backpack methods per manufacturer's specifications. Herbicide use in waterways or swale areas shall be subject to approval by City and be strictly applied per manufacturer's recommendations.

Selective hand removal by non-herbicide methods shall be utilized if herbicide application threatens native plantings. All native plantings damaged by herbicide application shall be replaced immediately at no cost to City.
Protect the site and waterways at all times from erosion and siltation.

Irrigation System Inspection and Maintenance

The Contractor shall irrigate to maintain all plantings in a healthy, thriving condition.

Start irrigation when plants require supplemental water due to dry weather during the active growing season.

Flush and winterize system by November 1st of each year or earlier if weather exhibits threat of freezing. Verify that system is free of water in all components subject to freeze damage.

City will be responsible for backflow device testing on the irrigation systems at each site.

Adjust nozzles, heads, emitters and valves to provide consistent water application avoiding over or under-watering throughout native planting areas. Contractor is encouraged to suggest changes to the irrigation schedule in order to conserve water and maintain landscape health. Changes to irrigation system schedule must be reviewed and approved by City.

Notify City of irrigation system problems that cannot be addressed by adjustment or replacement of heads or emitters.

-----End Specification Section-----

PLANT LIST

SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY
EVERGREEN TREES				
ABIES FRASERI	FRASER FIR	6'-8" BAB	10' OC	16
CYPRESSOCARPUS CASTLEWELLAN GOLD*	LEYLAND CYPRESS	6'-8" BAB	10' OC	17
PSUEDOTSUGA MENZIESII	DOUGLAS-FIR	10'-12" BAB	20' OC	17
THUJA PLICATA EXCELSA	EXCELSA REDCEDAR	6'-8" BAB	8' OC	19
THUJA PLICATA WATSONG	WATSONG CEDAR	6'-8" BAB	8' OC	27
TSUGA WERTENSIANA	WESTERN HEMLOCK	10'-12" BAB	20' OC	11
DECIDUOUS TREES				
ACER CIRCINATUM	VINE MAPLE (CLUMP)	5 OC	AS SHOWN	14
ACER MACROPHYLLUM	BIGLEAF MAPLE	5 OC	AS SHOWN	6
HEDGE				
THUJA OCCIDENTALIS PYRAMIDALIS	GREEN ARBOR VITAE	5'-8" BAB	3' OC	28
THUJA PLICATA "YELLOW RIBBON"	GOLDEN ARBOR VITAE	5'-8" BAB	5' OC	54
GROUND COVER				
RUBUS CALYNOIDES	CRINKLE-LEAF CREEPER	4" POT	36" OC	1,000
SEED MIX A - ECOLAWN	SUNSHINE "FOX PLUS" MIX	SEED AT A RATE OF 100 LBS/ACRE		
SEED MIX B - EROSION CONTROL	"RECHEN" - STERILE WINTER WHEAT	SEED AT A RATE OF 90 LBS/ACRE		

EXISTING TREES TO REMAIN



EXISTING TREE TO BE REMOVED



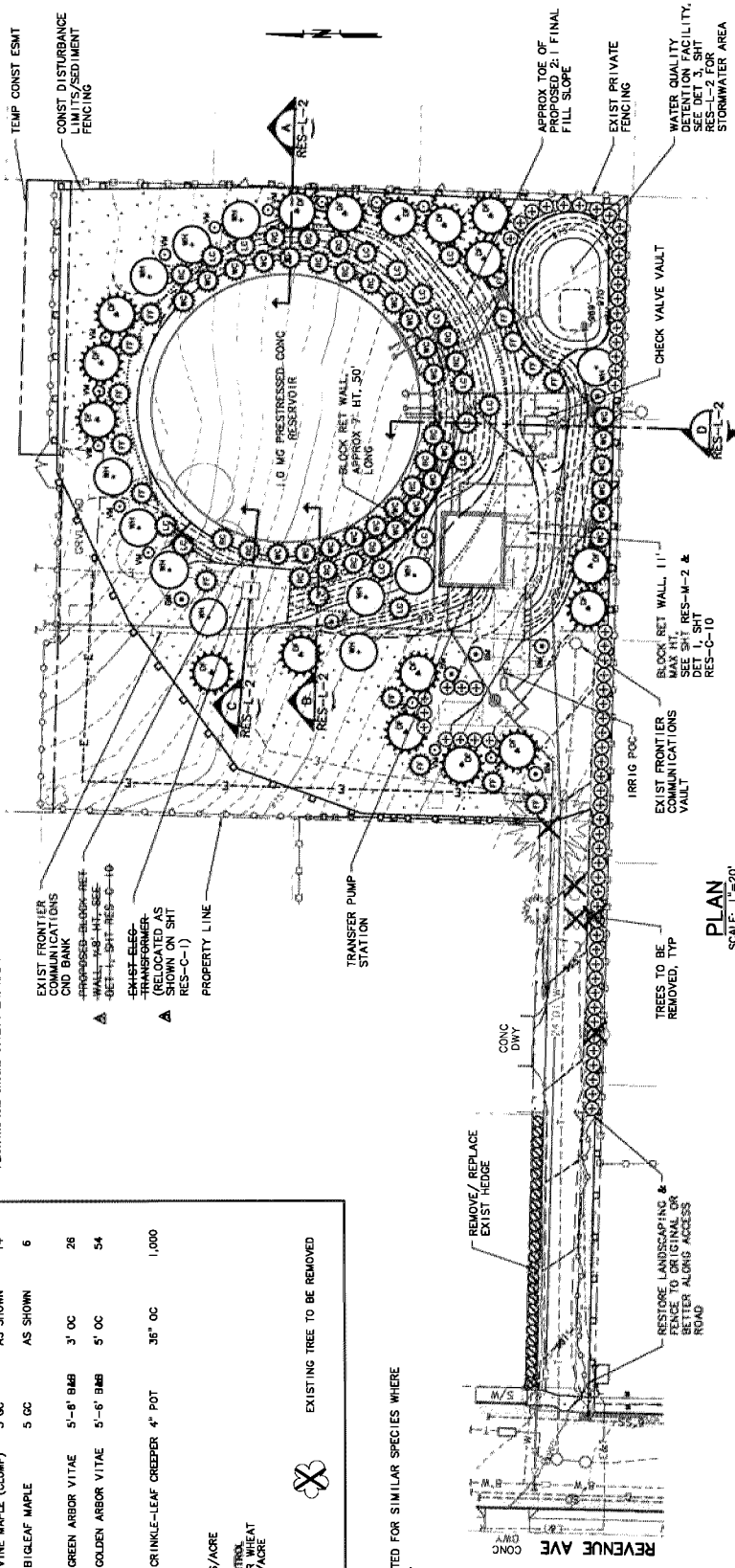
NOTE: LANDSCAPING WAS ADJUSTED FOR SIMILAR SPECIES WHERE REQUIRED DUE TO AVAILABILITY.

NOTES

- LANDSCAPE SITE WORKS**
- REMOVE EXISTING TREES PERMITTED TO REMAIN FROM ALL CONSTRUCTION OPERATIONS. DO NOT ENCROACH UPON, FILL, OR OTHERWISE DISTURB THE AREA WITHIN THE DRILLPIE OF TREES TO BE PRESERVED.
 - STOCKPILED TOPSOIL IS AVAILABLE FOR USE IN LANDSCAPE WORK. SURGRADE SOIL NOT ACCEPTABLE FOR USE IN PLANT PITS OR BEDS.
 - JUTE MATTING TO BE INSTALLED ON ALL SLOPES 2:1 AND STEEPER.
 - SEED MIX B (SEE WINTER WHEAT) TO BE INSTALLED IN ADDITION TO PLANTING AND SPRINKLING. SEPARATE JUTE MATTING STRANDS TO PLANT GROUND COVER.
- IRRIGATION:**
- DESIGN, PROVIDE, AND INSTALL AUTOMATIC IRRIGATION SYSTEM TO MEET INDUSTRY STANDARDS. SUBMIT PROPOSED SYSTEM LAYOUT TO ENGINEER AND OWNER FOR REVIEW.
 - VERIFY CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF CONDITIONS THAT ARE A HINDRANCE TO COMPLETING WORK.
 - MAKE NECESSARY ADJUSTMENTS AND PROVISIONS FOR SLOPE CONDITIONS SO SYSTEM PERFORMS OPTIMALLY. ALL TREE PLANTING AND GROUND COVER ARE TO BE IRRIGATED.

PLANTING

- CHECK AND CONFIRM PLANT MATERIAL QUANTITIES. NO SUBSTITUTIONS WILL BE ALLOWED. CONTRACTOR TO SECURE AVAILABILITY OF PLANT MATERIALS SIX MONTHS PRIOR TO COMMENCEMENT OF WORK.
- PLANT TREES AND SHRUBS IN LOCATIONS SHOWN SPACED TO COMPLETELY FILL BEDS WITH THE QUANTITIES INDICATED IN THE PLANT LIST. RETAIN ALL LABELS ON PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
- A WYDORRIZATE ADDITIVE IS REQUIRED FOR ALL SEEDING AND PLANTING.
- 60% CONIFER TREES PLANTED ON SLOPES AS SHOWN IN DETAIL.
- ALL TREES AND SHRUBS TO BE INSTALLED WITH GUARDS AS DETERMINED TO PROTECT FROM DAMAGE. GUARDS TO BE REMOVED PRIOR TO PLANTING. ALL TREES OR WIRE SCREENS WITH TIME FASTENERS SHALL BE PROTECTED BY ANIMAL GUARD METHOD OR PRODUCT FOR REVIEW PRIOR TO PLANT INSTALLATION.
- MULCH ALL NEW PLANTING BEDS AND MINIMUM 24-INCH DIAMETER AROUND EACH TREE WITH 3" DEPTH COMPOSTED GARDEN MULCH PRODUCT BARK CHIPS OR BARK DUST ARE NOT ACCEPTABLE.
- GUARANTEE GERMINATION OF SEED PRIOR TO OCTOBER 1. PREFERRED PLANTING SEASONS ARE MARCH 15 TO JUNE 1 AND SEPTEMBER 15 TO NOVEMBER 1.
- PLANT MATERIAL WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND GUARANTEED AFTER COMPLETION OF THE PROJECT FOR A PERIOD OF 2 YEARS.



SCALE: 1"=20'

RECORD DRAWING
SEE DISCLAIMER, SHEET 1.
VERSION 4.1
12-9-97

MSA
Murray Smith & Associates, Inc.
Engineers/Planners
100 S. 1st Street, Suite 200
Portland, Oregon 97204
TEL: 503-252-9622

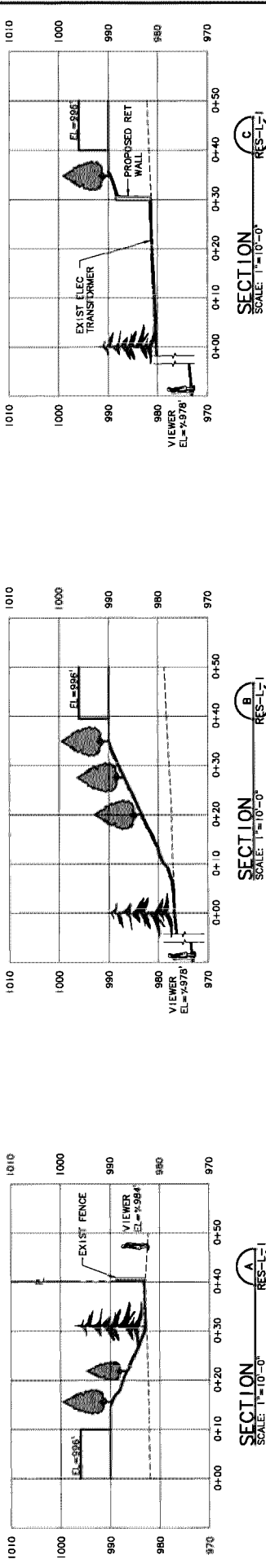
CITY OF GANDY
PWB INTERMEDIATE PROJECT
SCHEDULE B
1.0 MG RESERVOIR AND
TRANSFER PUMP STATION

RESERVOIR SITE PLANTING PLAN

PROJECT NO. 11-1-026
SCALE: AS SHOWN
DATE: NOVEMBER 2012

SHEET
RES-L-1
101

Item # 3.



WATER QUALITY BASIN

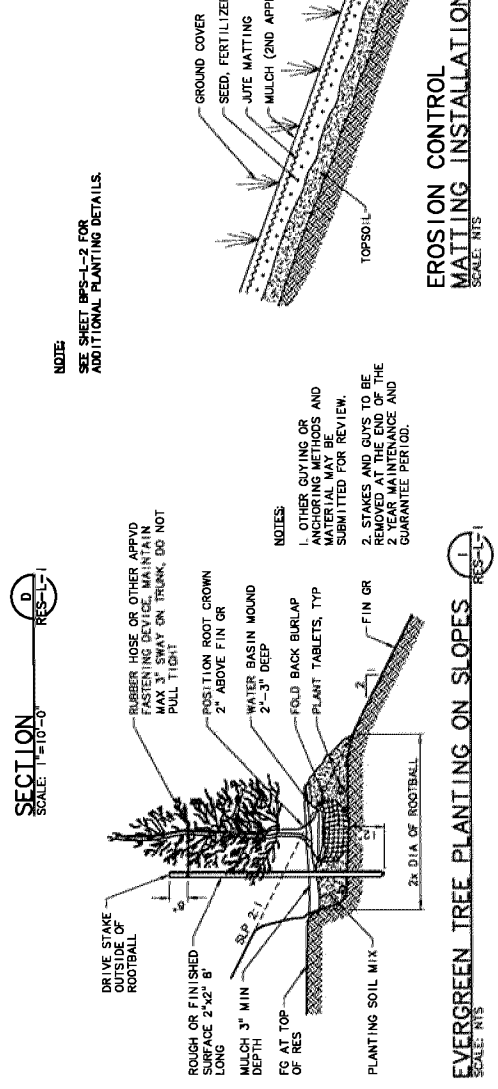
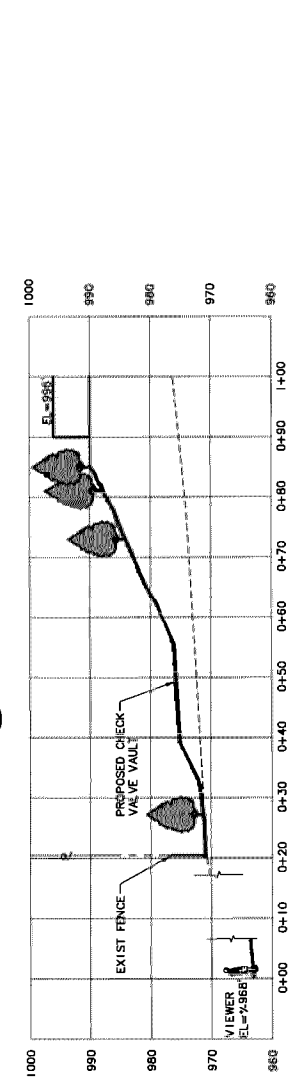
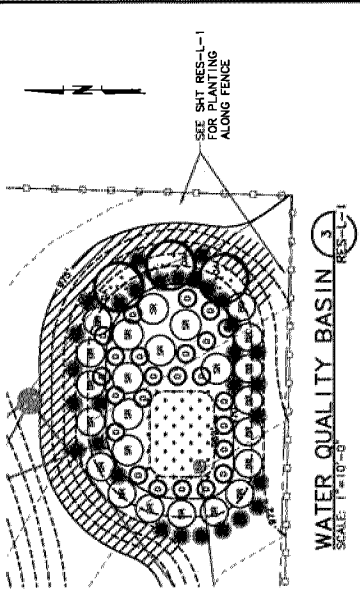
1. PROVIDE A 4" DEPTH OF GRANULAR MEDIUM MEETING SPECIFICATIONS IN CITY OF PORTLAND STORMWATER MANUAL OR EQUAL PARTS SAND/LUM/2-WAY COMPOST WITH 0% FINE PARTICLES.

2. SUBMIT GROWING MEDIUM SAMPLE, SUPPLIER, SOURCE AND ANALYSIS INFORMATION FOR APPROVAL PRIOR TO DELIVERY.

3. GROUP PLANTS IN CLUSTERS LOCATE PLANTS WITHIN SPECIFIED MOISTURE ZONE.

PLANT LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	PLANT TYPE	PERSENY/ PALMUSSE	SIZE	APPROX. QUANTITY
BR	ZONE A - WET TO MOIST BOTTOM					
○	ROSA PISDARPA	SWAMP ROSE	SHRUB	E	1 GC	6' OC
○	CORNUS SERICEA	REDTWIN DOGWOOD	SHRUB	D	1 GC	4' OC
○	DESCHAMPSIA CAESPITOSA	TUFTED HAIRGRASS	FORB	E	4" POT	1' OC
○	JUNCUS ENSIFOLIUS	DAGGERLEAF RUSH	RUSH	E	4" POT	1' OC
○	ZONE B - MODERATELY MOIST TO DRY SIDE SLOPES					
○	FRAXINUS LATIFOLIA	OREGON ASH	TREE	D	1" CAL	AS SHOWN
○	POLYSTICHUM MUNITUM	SWORD FERN	FERN	E	1 GC	4' OC
○	ROSA GYMNOCARPA	BALDHIP ROSE	SHRUB	E	1 GC	6' OC
○	BERBERIS REPENS	CREeping MAHONIA	GROUND COVER	E	4" POT	24" OC



NOTE:
SEE SHEET BRP-L-2 FOR ADDITIONAL PLANTING DETAILS.

NOTES:
1. OTHER GUYING OR ANCHORING METHODS AND SUBMITTED FOR REVIEW.
2. STAKES AND GUYS TO BE REMOVED AT THE END OF THE GUARANTEE PERIOD.

CITY OF SANDY PWB INTERTIE PROJECT SCHEDULE B 1.0 MG RESERVOIR AND TRANSFER PUMP STATION

RESERVOR SITE LANDSCAPING SECTIONS AND DETAILS

RES-L-2

PROJECT NO. 11-1222 SCALE: AS SHOWN DATE: NOVEMBER 2012

RECORD DRAWING
SEE DISCUSSOR, SHEET 1, VERSION 4.1
12-9-97

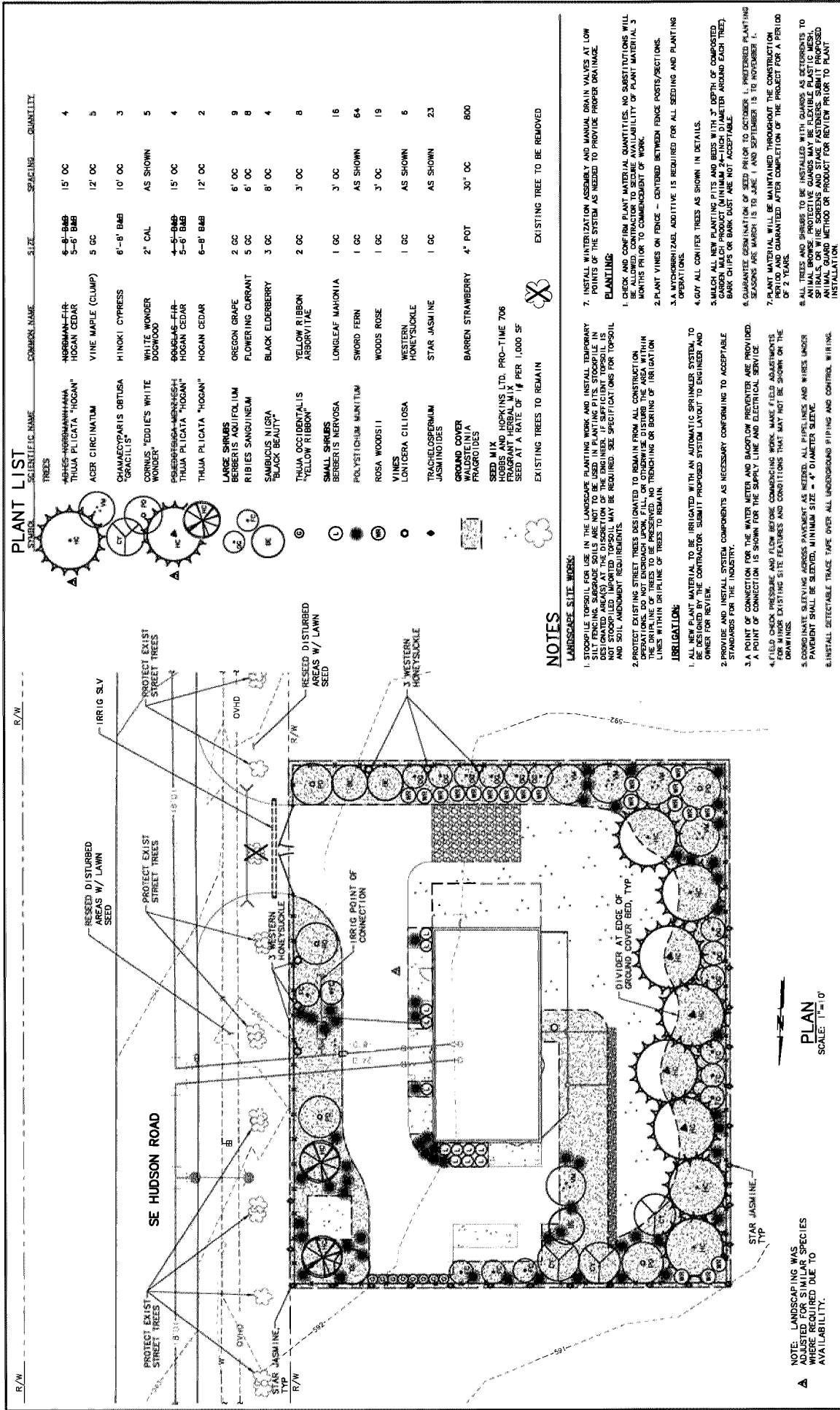
NOTICE
IF THIS BAR DOES NOT MATCH THE DRAWING, IT IS NOT TO SCALE

REVISION

NO.	DATE	BY	REVISION
1	06/14	JPF	RECORD DRAWING
2	11/26/12	DAM	ADDENDUM 2

MSA Murray Smith & Associates, Inc. Engineers/Planners
121 S.W. Salem, Suite 800 FRENCH 248-25-4411
Portland, Oregon 97204 FAX 503-255-8522

Item # 3.



PLANT LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY
(Symbol)	AKERS-HERRMANNIA	HOGAN CEDAR	6"-8" B&B	15' OC	4
(Symbol)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	5-6" B&B		
(Symbol)	ACER CIRCINATUM	VINE MAPLE (CLUMP)	5 OC	12' OC	5
(Symbol)	CHAMAECYPARIS OBTUSA "ORACLI'S"	HINKOY CYPRESS	6"-8" B&B	10' OC	3
(Symbol)	CORNUS 'EDDIE'S WHITE WONDER'	WHITE WONDER DOGWOOD	2" CAL	AS SHOWN	5
(Symbol)	PSYDOPUS-AMERESH	HOGAN CEDAR	4-5" B&B	15' OC	4
(Symbol)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	5-6" B&B		
(Symbol)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	6"-8" B&B	12' OC	2
(Symbol)	LARGE SHRUBS	OREGON GRAPE	2 OC	6' OC	9
(Symbol)	RIBES SANGUINEUM	FLOWERING CURRANT	5 OC	6' OC	8
(Symbol)	SAMBUCUS NIGRA "BLACK BEAUTY"	BLACK ELDERBERRY	3 OC	8' OC	4
(Symbol)	THUJA OCCIDENTALIS "YELLOW RIBBON"	YELLOW RIBBON ARBORVITAE	2 OC	3' OC	8
(Symbol)	SMALL SHRUBS	LONGLEAF MANOKIA	1 OC	3' OC	16
(Symbol)	POLYSTICHUM MUNITUM	SWORD FERN	1 OC	AS SHOWN	64
(Symbol)	ROSA WOODSII	WOODS ROSE	1 OC	3' OC	19
(Symbol)	VINES	WESTERN HONEYSUCKLE	1 OC	AS SHOWN	6
(Symbol)	LONICERA CILIOSA	STAR JASMINE	1 OC	AS SHOWN	23
(Symbol)	TRACHELOSPERMUM JASMINOIDES	BARREN STRAWBERRY	4" POT	30" OC	800
(Symbol)	GROUND COVER	WALDSTEINIA FRAGROIDES			
(Symbol)	SEED MIX	HOBBS AND HOPKINS LTD. PRO-TIME 706 FRAGRANT HERBAL MIX			
(Symbol)		SEED AT A RATE OF 1# PER 1,000 SF			
(Symbol)		EXISTING TREES TO REMAIN			

NOTES

- LANDSCAPE SITE WORK:**
1. STOCKPILE TOPSOIL FOR USE IN THE LANDSCAPE PLANTING WORK AND INSTALL TEMPORARY SILT FENCING. SOILS ARE NOT TO BE USED IN PLANTING PITS. STOCKPILE IN DESIGNATED AREAS AT THE DISCRETION OF THE ENGINEER. IF SUFFICIENT TOPSOIL IS NOT AVAILABLE, THE CONTRACTOR SHALL BE REQUIRED TO PURCHASE TOPSOIL AND SOIL AMENDMENT REQUIREMENTS.
 2. PROTECT EXISTING STREET TREES DESIGNATED TO REMAIN FROM ALL CONSTRUCTION OPERATIONS. DO NOT ENCROACH UPON, FILL, OR OTHERWISE DISTURB THE AREA WITHIN LINES WITHIN DRIPLINE OF TREES TO REMAIN.
- IRRIGATION:**
1. ALL NEW PLANT MATERIAL TO BE IRRIGATED WITH AN AUTOMATIC SPRINKLER SYSTEM, TO BE DESIGNED BY THE CONTRACTOR. SUBMIT PROPOSED SYSTEM LAYOUT TO ENGINEER AND OWNER FOR REVIEW.
 2. PROVIDE AND INSTALL SYSTEM COMPONENTS AS NECESSARY CONFORMING TO ACCEPTABLE STANDARDS FOR THE INDUSTRY.
 3. A POINT OF CONNECTION FOR THE WATER METER AND BACKFLOW PREVENTER ARE PROVIDED. FIELD CHECK PRESSURE AND FLOW BEFORE COMMENCING WORK. MAKE FIELD ADJUSTMENTS FOR MINOR EXISTING SITE FEATURES AND CONDITIONS THAT MAY NOT BE SHOWN ON THE DRAWINGS.
 4. FIELD CHECK PRESSURE AND FLOW BEFORE COMMENCING WORK. MAKE FIELD ADJUSTMENTS FOR MINOR EXISTING SITE FEATURES AND CONDITIONS THAT MAY NOT BE SHOWN ON THE DRAWINGS.
 5. CONDUIT SLEEVING ADDRESS PAVEMENT AS NEEDED. ALL PIPELINES AND WIRES UNDER PAVEMENT SHALL BE SLEAVED, MINIMUM SIZE = 4" DIAMETER SLEEVE.
 6. INSTALL DETECTABLE TRADE TAPE OVER ALL UNDERGROUND PIPING AND CONTROL WIRING.
- PLANTING:**
1. CHECK AND CONFIRM PLANT MATERIAL QUANTITIES. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. PLANT MATERIAL 3 MONTHS PRIOR TO COMMENCEMENT OF WORK.
 2. PLANT VINES ON FENCE - CENTERED BETWEEN FENCE POSTS/SECTIONS.
 3. MYCORRHIZAL ADDITIVE IS REQUIRED FOR ALL SEEDING AND PLANTING OPERATIONS.
 4. GUY ALL CENTER TREES AS SHOWN IN DETAILS.
 5. MULCH ALL NEW PLANTING PITS AND BEDS WITH 3" DEPTH OF COMPOSTED GARDEN MULCH PRODUCT (MINIMUM 3/4" INCH DIAMETER AROUND EACH TREE). BARK CHIPS OR BARK DUST ARE NOT ACCEPTABLE.
 6. GUARANTEE GERMINATION OF SEED PRIOR TO OCTOBER 1. PREFERRED PLANTING SEASONS ARE MARCH 15 TO JUNE 1 AND SEPTEMBER 15 TO NOVEMBER 1.
 7. PLANT MATERIAL WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND GUARANTEED AFTER COMPLETION OF THE PROJECT FOR A PERIOD OF 2 YEARS.
 8. ALL TREES AND SHRUBS TO BE INSTALLED WITH GUARDS AS DETAILMENTS TO PROTECT FROM DAMAGE. GUARDS SHALL BE INSTALLED WITH GUARD POSTS AND ANIMAL GUARD METHOD OR PRODUCT FOR REVIEW PRIOR TO PLANT INSTALLATION.
- EXISTING TREE TO BE REMOVED

<p>CITY OF SANDY PWB INTERTIE PROJECT SCHEDULE C BOOSTER PUMP STATION</p>		<p>BOOSTER PUMP STATION PLANTING PLAN</p>		<p>SHEET BPS-L-1</p>
<p>PROJECT NO. 11-1285</p>		<p>SCALE: AS SHOWN</p>		<p>DATE: NOVEMBER 2012</p>
<p>RECORD DRAWING SEE DISCLAIMER, SHEET 1, VERSION 4.1 12-9-97</p>		<p>DESIGNED BY: [Signature] CHECKED BY: [Signature]</p>		<p>NOTICE IF THE BAR DOES NOT MATCH THE DRAWING, NOT TO SCALE</p>
<p>NOTE: LANDSCAPING WAS ADJUSTED FOR SIMILAR SPECIES WHERE REQUIRED DUE TO AVAILABILITY.</p>		<p>DATE: 11/28/12 BY: [Signature]</p>		<p>REVISIONS</p>

Meeting Type: City Council Meeting
Meeting Date: February 20, 2024
From: Kelly O’Neill Jr., Development Services Director
Patrick Depa, Senior Planner
Subject: Clear and Objective Code Audit (Land Use File No. 23-046 DCA)

DECISION TO BE MADE:

Whether to adopt Ordinance 2024-01, making code amendments as a result of the Clear and Objective Code Audit.

BACKGROUND / CONTEXT:

This staff report summarizes key issues and decision points for the Sandy Clear and Objective Code Audit project. The purpose of the Sandy Clear and Objective Code Audit is to ensure that the City of Sandy’s Development Code (SDC) complies with and implements certain Oregon state laws and legislation, primarily Oregon State statute (ORS 197.307). ORS 197.307 requires that local governments provide an approval pathway for housing developments that includes only clear and objective standards, conditions, and procedures.

Most of the proposed amendments are “policy neutral” (i.e., they are intended to result in outcomes that are consistent with outcomes resulting from the current Development Code). There are some significant changes to the content of Chapter 17, all of which are intended to clearly describe the City’s Municipal Code requirements and the processes used in making land use decisions. Clear and objective standards for making decisions are also included in the revised Code. Some sections of Code have been rearranged to improve the organization and structure so that it is easier to read.

KEY CONSIDERATIONS / ANALYSIS:

The majority of the draft amendments in Exhibit A are related to clear and objective revisions for compliance with ORS 197.307. However, Exhibit A also includes amendments that implement other Oregon statutes and legislation, as well as implementing the City’s recently adopted Transportation System Plan. Below is a summary of these other Code topics:

- **House Bill 2583 (2021)** – This legislation prohibits local governments from establishing or enforcing occupancy limits for dwelling units that are based on the familial or nonfamilial relationships among any occupants. Changes needed for compliance are proposed primarily in Chapter 17.10 Definitions.
- **House Bill 4064 (2022)** – This legislation prohibits local governments from subjecting manufactured homes to standards that do not apply to site-built single-family dwellings on the same land, except:
 - Protections related to statewide land use planning goals; and

- Regulations related to thermal envelope performance standards.

To comply, the standards in SDC 17.90.140 regulating minimum floor area, foundation style, roof pitch, and siding for manufactured homes outside of manufactured dwelling parks are proposed for deletion. Manufactured homes will continue to be subject to the single-family design standards in SDC 17.90.150.

HB 4064 also addresses “prefabricated structures,” which are equivalent to what the SDC defines as “modular homes.” The legislation requires local governments to allow prefabricated structures on land zoned for single-family homes and within manufactured home parks. The proposal for addressing this requirement is to include prefabricated and modular homes in the definition of single detached dwellings, which already includes manufactured homes.

- **Senate Bill 8 (2021)** – SB 8 requires local governments to allow affordable housing that meets a specific definition and criteria on a wide range of sites. SB 8 (encoded as ORS 197.308) provides height and density bonuses in areas zoned for residential uses; however, it does not specify any densities for those zoning districts that do not otherwise allow housing. The project team recommended adding a new SDC chapter – Chapter 17.88 Affordable Housing – to address these requirements. The team also recommended specifying that the height and density standards in the Medium Density Residential (R-2) zoning district will apply in non-residential zones (maximum height of 35 feet; maximum density of 14 units per acre). The City Council and the Planning Commission supported this recommendation.
- **House Bill 2008 (2021)** – HB 2008 is similar to SB 8 but limited to affordable housing on property that is owned by religious nonprofits and also provides a somewhat different definition of affordable housing. It requires local governments to allow the development of affordable housing on property that is not zoned for housing, provided the property is contiguous to a zone that does allow housing and is not zoned for industrial uses. Density is based on standards for the contiguous zone that allows housing. The provisions of HB 2008 are also incorporated into the proposed new Chapter 17.88.
- **House Bill 3395 (2023)** – HB 3395 is an omnibus housing bill that includes sections addressing various housing regulations. Sections reflected in the revised SDC amendments include the following: Section 2 on residential use of commercial lands; Section 15 on subdividing for development of affordable housing; and Section 17 on single room occupancies.
 - **Section 2.** This section requires local governments to approve certain affordable housing projects on land zoned for commercial (but not industrial) use within urban growth boundaries. This includes residential structures in which each unit is affordable to a household earning 60% of the area median income (AMI) or less; and, mixed-use structures with ground floor commercial uses and residential units that are affordable to “moderate income” households earning 80% to 120% of the AMI.
 - **Section 15.** In cases where a subdivision is being developed with affordable housing, HB 3395 requires local governments to accept award letters from public funding sources as financial assurance to guarantee water and sanitary sewer installation. The provisions of HB 3395 allow a public funding award letter as an alternative form of financial guarantee for affordable housing.
 - **Section 17.** HB 3395 requires local governments to allow “single room occupancies” in residential zoning districts. Single room occupancy (SRO) is a form of housing in which the units share bathroom or kitchen facilities with other units on the floor or in the building. SRO housing with just a few units could look similar to a house with individually rented bedrooms. Larger SRO developments (for example, with more than six single room units) would be more akin to a dormitory with shared kitchens and potentially

shared bathrooms. HB 3395 does not specify what parking standards should apply to SROs. The project team recommends requiring one space per SRO unit, assuming that most units will be occupied by only one person. The City Council and the Commission supported this recommendation. The provisions of HB 3395 are also incorporated into the proposed new Chapter 17.88.

- **House Bill 2984 (2023)** – Among other things, HB 2984 updates the definitions of “affordable housing” and “area median income,” as used in SB 8 and HB 3395. The updated definitions have been incorporated into Chapter 17.88 Affordable Housing.
- **Dark Sky Ordinance, Sandy Municipal Code Chapter 15.30** – The Development Code frequently references the lighting standards in SMC Chapter 15.30; therefore, it is necessary to make these regulations clear and objective to comply with ORS 197.307. In addition to the clear and objective updates proposed in that chapter, the project team has added the following in response to specific requests by City Council members and staff:
 - Provisions for LED lighting – and associated color range limits (maximum 4125K).
 - Provisions permitting the use of laser lights for holiday decorations – with limitations to prevent safety concerns.
- **Transportation System Plan (TSP)** – The draft code includes amendments associated with implementation of the City’s adopted TSP. The Planning Commission and City Council reviewed these draft amendments at the April 17, 2023, joint work session. The amendments are being integrated with the Clear and Objective Code Audit project to ensure that all of the transportation-related Code language that applies to housing is clear and objective. The TSP amendments and Clear and Objective amendments will be adopted together.
- **Exception for tree removal for parks maintenance.** City staff recommended adding a new exception from the City’s tree removal permit requirements for tree removal from City-owned parks and natural areas for trail installation/maintenance, safety improvements, and general park maintenance. The Council and the Commission supported this recommendation. The City Council also suggested at the June work session that exceptions also be allowed in City-owned parks or trails if tree removal is needed for “view maintenance.” This exception for view maintenance has been incorporated into the draft code in Section 17.102.20(B).
- **Type I Adjustments.** Type I Adjustments are currently available when an applicant wants to vary a standard by up to 10 percent; Type II Adjustments allow variations of up to 20 percent. Both types of Adjustments have discretionary criteria. Under state law, local governments are required to provide public notice and the opportunity to appeal for such decisions. As suggested by the City Attorney, the project team recommended removing the Type I Adjustment process entirely to eliminate the current inconsistency with state law. The City Council and the Commission supported this recommendation.

GENERAL FINDINGS

1. Section 17.04.70 contains requirements for text amendments to the Sandy Development Code. This Code may be amended whenever the public necessity, convenience, and general welfare require such amendment and where it conforms to the Sandy Comprehensive Plan and any other applicable policies. In accordance with Section 17.04.70 (A), the initiation of an amendment may be accomplished by a majority vote of the City Council, a majority vote of the Planning Commission, or citizens can request that the City Council initiate an amendment. The amendments are necessary to address the requirements in ORS 197.307 and the recent legislation described above. The City Council initiated the Clear and Objective Audit.

2. In accordance with Section 17.04.70 (B), the Planning Commission and City Council shall review proposed amendments in accordance with the legislative provisions of Chapter 17.20, Public Hearings. The purpose of the hearings is to determine if the code amendments are sufficient to address their intended purpose.
3. Notice was provided to the Department of Land Conservation and Development on December 11, 2023. The Oregon Department of Transportation (ODOT) was highly involved with the City during the creation and adoption of the updated 2023 Transportation System Plan (TSP) and support the code changes that implement and strengthen ties between transportation and housing in Sandy's Development Code. No comments were received from any other state or federal agency.
4. Notice of the proposed amendments were mailed to every property owner in city limits on December 18, 2023. The letter was sent to notify property owners that the City of Sandy is proposing land use regulations that may affect the permissible uses of their property. This notice was sent in accordance with Ballot Measure 56 (1998).
5. As of publication of this staff report, staff has received one (1) written public comment. The public comment was submitted by Peggy Sheehan (Exhibit C) via email on January 3, 2024. While staff understands and appreciates Ms. Sheehan's comment, her suggested code edit would go beyond the requirements of the statute.
6. The applicable comprehensive plan policies identified by a review of that document relating to this topic include Goal 1, Goal 2, Goal 5, Goal 9, Goal 10, and Goal 12. Findings related to these six statewide planning goals are in the Ordinance Findings in Exhibit B.
7. At the public hearing on January 22, 2024, the Planning Commission spent almost three hours reviewing the proposed code and recommended multiple revisions to the draft Development Code amendments. Most of the recommended changes were relatively minor. City staff and the consultant team discussed these changes and identified several additional related changes needed for consistency throughout the Code as detailed in Exhibit D.

RECOMMENDATION:

The Sandy Development Code is intended to regulate development and guide growth for the city of Sandy. However, the development code also needs to be revised over time to respond to new case law and legislation. Staff believes that all the proposed amendments are in full compliance with all state statutes and administrative rules.

The Planning Commission reviewed the code amendments, made recommended modifications as detailed in Exhibit D and now incorporated in Exhibit A, and recommended approval to the City Council.

It is important to note that staff are continuing to make progress on other code amendment projects, including fine and enforcement procedure updates, backyard burning, and utility account management policies, among others.

SUGGESTED MOTION LANGUAGE:

"I move to approve the first reading of ordinance 2024-01."

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance No. 2024-01
 - Exhibit A. Proposed Municipal Code Modifications Incorporating Planning Commission Edits
 - Exhibit B. Ordinance Findings
 - Exhibit C. Email from Peggy Sheehan (submitted January 3, 2024)
 - Exhibit D. Modifications Summary from the Planning Commission
- Presentation Slides



ORDINANCE NO. 2024-01

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 15 AND TITLE 17 OF THE SANDY MUNICIPAL CODE.

WHEREAS, the City Council wants to resolve inconsistencies in the Sandy's Municipal Code (SMC), ensure compliance with ORS 197.307, and provide clear and objective standards for housing developers to follow; and

WHEREAS, the City Council directed staff in February 2022 to use an RFP process to solicit a consultant to perform an audit of the Sandy Municipal Code in relation to the above goals; and

WHEREAS, the City Council approved the scope of work proposed by the consultant to perform the audit, and the Clear and Objective Code Audit commenced in summer 2022; and

WHEREAS, the City Council directed the consultant to also include amendments that implement Oregon House Bill 2583 (2021), Senate Bill 8 (2021), House Bill 2008 (2021), House Bill 4064 (2022), the Dark Sky Ordinance in Title 15, temporary uses and structures, food and beverage carts, and amendments associated with the implementation of the City's updated 2023 Transportation System Plan (TSP); and

WHEREAS, the City Council and Planning Commission held multiple work sessions throughout 2022 and 2023 with the consultant and staff to review the proposed code amendments; and

WHEREAS, the Municipal Code amendments resulting from the Clear and Objective Code Audit are directly related to housing and will be used in the City's land use plan review process; and

WHEREAS, the updated sections of the Municipal Code will implement the City's Comprehensive Plan, Statewide Planning Goals, and other applicable regulations supporting the City's projected growth; and

WHEREAS, the proposed Municipal Code amendments resulting from the Clear and Objective Code Audit include updates and amendments to multiple chapters of the Municipal Code as follows: Chapter 17.02, 17.08, 17.10, 17.12, 17.18, 17.20, 17.22, 17.28, 17.30, 17.34, 17.36, 17.38, 17.40, 17.42, 17.44, 17.46, 17.54, 17.56, 17.60, 17.66, 17.72, 17.74, 17.80, 17.84, 17.86, 17.88, 17.90, 17.92, 17.96, 17.98, 17.100, 17.102 and Chapter 15.30; and

WHEREAS, on December 11, 2023, City staff provided a notice of the proposed amendments to DLCD in conformance with ORS 197.610; and

WHEREAS, the Planning Commission reviewed the recommended Municipal Code amendments and held a public hearing on January 22, 2024, recommending approval to the City Council; and

WHEREAS, the City Council held a public hearing on February 20, 2024, and, after considering all of the information in the record and all testimony received, believes that it is in the best interest of the City to adopt the Municipal Code changes.

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

Section 1: The Sandy Municipal Code is hereby amended as shown in Exhibit A, attached and incorporated herein by reference.

Section 2: These amendments are supported by the findings attached as Exhibit B and incorporated herein by reference.

Section 3: The City Council hereby declares that an emergency exists as a result of the need to ensure the City is fully in compliance with legal requirements; therefore, this Ordinance shall take effect immediately upon its adoption by the City Council.

This ordinance is adopted by the City Council of the City of Sandy this 20th day of February, 2024.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

CHAPTER 17.02 THE CITY COUNCIL, ITS AGENCIES AND OFFICERS¹

Sec. 17.02.00. The City Council authority and responsibility.

The State has delegated to the City Council responsibility for adopting land use plans and controls. In addition, the State has authorized the Council to act upon applications for development or to delegate its authority to act upon such applications. In addition, the State has authorized the Council to act upon applications for development or to delegate its authority to act upon such applications. The City has adopted this Code pursuant to its responsibilities to secure the health, safety, and welfare of its citizens and also pursuant to its home rule authority. The City Council has created a Planning Commission for the purpose of implementing such plans and controls.

Sec. 17.02.10. Powers and duties.

The City Council has the following powers and duties in addition to any others it may now have, be given, or confer upon itself. The City Council:

- A. May adopt, amend, supplement, or repeal plans and policies for development of the community;
- B. May adopt, amend, supplement, or repeal the text of any provision or regulation of this Code;
- C. May amend the boundaries of zoning districts established on the Official Zoning Map;
- D. Shall review decisions of the Planning Commission upon appeal;
- E. Shall appoint members of the Planning Commission; and
- F. May establish a reasonable schedule of fees with respect to matters under this Code.

Sec. 17.02.20. The Planning Commission.

The Planning Commission shall be appointed in accordance with the Sandy Municipal Code. The Commission shall have the powers and duties provided therein and provided by this Code. The Commission shall also hear and act on appeals resulting from alleged errors in orders, requirements, decisions, and interpretations of the Director or designated administrative officers charged with the enforcement of this Code and such other matters as required by this Code.

Sec. 17.02.30. Quorum of the Planning Commission.

Four members shall constitute a quorum.

¹Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2019-01, effective January 7, 2019. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Sec. 17.02.40. Director.

- A. *Position.* The Director referenced in this Code is the ~~Director of Planning and Development~~ [Services Director](#) or any other member of staff designated by the City Manager to supervise, organize, direct, and control activities defined under this Code. For brevity, the ~~Planning and Development~~ [Services](#) Director shall be referred to as Director throughout the Code.
- B. *Powers and Duties.* The Director provides professional planning assistance to the citizens, City Council, Planning Commission, and City Manager and is hereby authorized to interpret provisions of this Code and to perform such other duties in the administration of the Development Code as are required herein. Such powers and duties may be accomplished by person(s) as designated by the Director.
- C. *Floodplain Administrator.* The Director is hereby appointed to administer and implement the City of Sandy flood ordinance by granting or denying development permit applications in accordance with its provisions.

Sec. 17.02.50. Conflict of interest.

A member of the hearing authority shall not participate in any proceedings or action in which the member has a legal conflict of interest defined in State law that would bar participation in a decision by a Planning Commissioner or City Councilor. Any actual or potential interest shall be disclosed at the meeting of the hearing authority where the action is being taken. Examples of conflict of interest include: a) the member has a direct economic interest in the proposal; or b) for any other valid reason, the member has determined that participation in the hearing and decision cannot be accomplished in an impartial manner.

Sec. 17.02.60. Participation by interested officers or employees.

No officer or employee of the City who has a financial interest in a land use decision shall participate in discussions with or give an official opinion to the hearing body without first declaring for the record the nature and extent of such interest.

CHAPTER 17.08 NONCONFORMING DEVELOPMENT

Sec. 17.08.00. Intent.

These regulations are intended to permit nonconforming uses and structures to continue, but not to encourage their perpetuation. The regulation of nonconforming development is intended to bring development into conformance with this Code and the Comprehensive Plan.

As used in this chapter, nonconforming development includes nonconforming structures and nonconforming uses. A nonconforming structure is a structure that does not fully comply with the zoning district provisions because of setbacks, building height, off-street parking, or with some other standard of the district.

Within the zoning districts established by this Code, development may exist that was lawful at the time it began, but would be prohibited in the future under the terms of this Code or future amendments.

In order to avoid undue hardship, nothing in this Code shall be deemed to require a change in the plans, construction, or designated use of any building on which actual substantial construction was lawfully begun prior to the effective date of adoption or amendment of this Code and upon which actual building construction has been carried on diligently. Construction is considered to have started if excavation, demolition, or removal of an existing building has begun in preparation of rebuilding, and a building permit has been acquired, prior to the effective date of adoption or amendment of this Code.

Sec. 17.08.10. General provisions.

- A. *Alterations of a Nonconforming Use.* No building, structure, or land area devoted to a nonconforming use shall be enlarged, extended, reconstructed, moved, or structurally altered unless such development conforms to the provisions of this Code. Nothing in this chapter shall be construed to prohibit normal repair, maintenance, and nonstructural alterations to such development, nor the alteration, strengthening, or restoration to safe condition as may be required by law.
- B. *Alteration of a Nonconforming Structure.* Where the use of a structure is permitted by the applicable development district but the structure is nonconforming, an alteration, expansion, enlargement, extension, reconstruction, or relocation may be administratively approved if the improvement, evaluated separately from the existing structure, would be in compliance, and is not within a vision clearance area.

Sec. 17.08.20. Discontinuance of a nonconforming use.

Whenever a nonconforming use is discontinued for more than one year, further use shall be in conformity with the provisions of this Code. For purposes of this Code, rental payments or lease payments and taxes shall not be considered a continued use. "Discontinued" shall mean nonuse and shall not require a determination of the voluntary or involuntary nature of the discontinuance or the intent to resume the nonconforming use.

Sec. 17.08.30. Damage to a nonconforming use.

If a structure with a nonconforming use is damaged by any means to an extent exceeding 80 percent of its most recent, pre-damage assessed valuation as indicated by the Clackamas County Assessor's office, any future development on the site shall conform to the requirements of the zoning district in which it is located.

Sec. 17.08.40. Reclassification to conditional development.

Whenever a nonconforming use is classified as a use that may be permitted conditionally, it shall be reclassified as conforming upon receipt of an approved conditional use permit in accordance with Chapter 17.68.

Sec. 17.08.50. Exceptions.

- A. *Multi-Family Dwellings, Office Uses, Automotive Fueling Stations, Car Washes, and Retail Auto Dealerships in the C-1 Zoning District.*
1. Multi-family dwellings in existence as of September 30, 1997 shall not be classified as nonconforming development. However, any redevelopment or expansion shall require compliance with current landscaping, access and parking standards and shall be processed as a conditional use permit.
 2. Office uses in existence as of September 30, 1997 shall not be classified as nonconforming development. However, any redevelopment or expansion shall require compliance with current landscaping, access and parking standards and shall be processed as a conditional use permit.
 3. Automotive fueling stations and car washes in existence as of September 30, 1997 shall not be classified as nonconforming development. However, any redevelopment or expansion shall require compliance with current landscaping, access and parking standards and shall be processed as a conditional use permit.
 4. Retail auto dealerships in existence as of September 30, 1997 shall not be classified as nonconforming development. Redevelopment of the existing dealership shall require compliance with current landscaping, lighting and access requirements. Expansion of an existing dealership shall be permitted only on property contiguous to the existing auto dealership and in the same ownership as the auto dealership on the effective date of the ordinance from which this chapter is derived. Expansion shall be processed as a conditional use permit. If the existing auto dealership building is proposed to be altered or if a new building is proposed to be constructed on the expansion property, the entire dealership shall be required to conform to current applicable criteria and standards in the Sandy Development Code. If the expansion is proposed to include only parking for the display of automobiles, landscaping, light standards and signage, only the expansion property shall be required to conform to current applicable criteria and standards in the Sandy Development Code.
- B. *Self-Service Storage in the C-1, C-2, and I-1 Zoning Districts.*
1. Self-service storage facilities in the C-1 or C-2 zoning districts in existence as of February 16, 2023, shall not be classified as nonconforming development. Permitted expansion of an existing self-service storage facility shall be limited to an increase in building footprint of 20 percent and shall be permitted only on the subject property.
 2. Self-service storage facilities in the I-1 zoning district in existence as of February 16, 2023, shall not be classified as nonconforming development. Expansion of an existing self-service storage facility shall be permitted only on the same property or on property contiguous to and in the same ownership as the existing self-service storage facility as of February 16, 2023. If the existing self-service storage building is proposed to be altered or expanded on the subject property or if a new building is proposed to be constructed on the subject property, the application shall be processed as a conditional use permit.
- C. *Nonconforming Duplexes.* Where a duplex is a nonconforming building type in the zoning district where it is located and has been damaged as described in 17.08.30 above, a duplex may be reconstructed provided such reconstruction commences within one year of the damage and complies with required development standards.

- D. *Nonconforming Lots ~~of Record~~*. An existing legal lot ~~of record~~ may not meet the lot size requirements of the zoning district in which it is located. Such a lot may be occupied by a use permitted in the district. If, however, the lot is smaller than the size required in its district, residential use shall be limited to ~~one dwelling unit~~ a single detached dwelling or duplex or to the number of dwelling units consistent with density requirements of the district. Also, other applicable requirements of the zoning district must be met.
- E. *Street and Drainageway Dedications*. The act of conveyance to or appropriation by the City for street, drainage, or other public purposes shall not in itself render as nonconforming the use of land, structure, or other improvement maintained upon a lot.
- F. *Residential Uses*. Any residential dwelling permitted prior to adoption of this Code, but which is no longer allowed as a new use, may be modified or enlarged, provided it complies with required development standards of the district.
- G. *Legally Required Alterations*. Alterations of any nonconforming use shall be permitted when necessary to comply with any lawful requirement for alteration in the use.

(Ord. No. 2000-02, 2000)

CHAPTER 17.10 DEFINITIONS²

Sec. 17.10.30. Meaning of specific words and terms.

The listed specific words and terms are defined as follows:

Abandonment: To cease or discontinue a use or activity without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure. An "intent to resume" can be shown through continuous operation of a portion of the facility, maintenance of sewer, water and other public utilities, or other outside proof of continuance such as bills of lading, delivery records, etc.

Abandonment, discontinued use: Discontinued use shall mean nonuse and shall not require a determination of the voluntary or involuntary use or intent to resume the use.

Abutting lots: Two or more lots joined by a common boundary line or point. For the purposes of this definition, ~~no boundary line shall be deemed interrupted~~ lots that are separated by a road, street, alley, or public way are not considered abutting. ~~it being the intent of this definition to treat property lying on the opposite sides of a road, street, alley or public way as having a common boundary line or point.~~

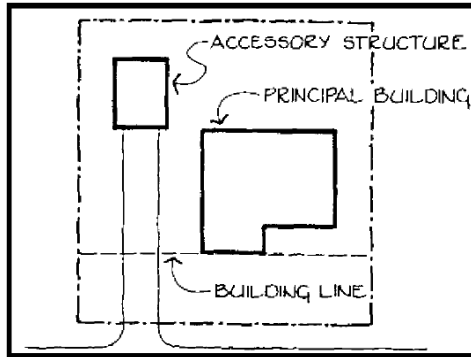
Access: The place, means, or way by which pedestrians or vehicles shall have ~~safe, adequate, and usable~~ ingress and egress to a property, use or parking space.

Accessway: A pathway, shared-use path, walkway, or pedestrian way connecting two rights-of-way to one another where no vehicle connection is made.

Accessory dwelling unit: A second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the single-family dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation and sleeping. Such a dwelling is an accessory use to the single-family dwelling.

Accessory structure (detached): A structure that is ~~clearly~~ incidental to and subordinate to the main use of property and located on the same lot as the main use; freestanding and structurally separated from the main use.

²Editor's note(s)—Pre-publication, this chapter was last revised by Ord. No. 2020-24, effective September 21, 2020. Any amendments occurring post-publication have a history note in parenthesis at the bottom of the amended section.



Accessory Structure Example

Accessory structure (attached): A structure that is clearly incidental to and subordinate to the main use of the property; attached to the principal structure by the wall or roof of the latter or by the roof over a breezeway connecting the accessory and principal structures.

Accessory use: A use on the same lot with and of a nature customarily incidental and subordinate to the principal use.

Acre, gross: ~~A Gross acre means an acre area of land,~~ which includes in its measurement public streets or other areas to be dedicated or reserved for public use.

Acre, Net: ~~A Net acre means an acre area of land,~~ which does not include ~~in its measurement~~ public streets or other areas to be dedicated or reserved for public use.

Activate (as in "activate wall"): ~~To m~~Make the exterior of a building inviting to pedestrians through a combination of elements, such as an enhanced customer entrance, weather protecting features (such as canopies or awnings), pedestrian-scale signage, and transparent windows allowing for views into and from interior building spaces. [As used in Chapter 17.90, an elevation is "activated" when it meets applicable window transparency requirements, and contains a public entrance with a pedestrian shelter extending at least five feet over an adjacent sidewalk, walkway, or civic space.](#)

Actual Construction: The placing of construction materials in a permanent position and fastened in a permanent manner.

Adjacent lot: Adjacent means the same as abutting lot.

AE zone (floodway): Area of special flood hazard with water surface elevations determined as depicted on the [Flood Insurance Rate Map \(FIRM\)](#).

Affordable housing: Housing for households with incomes at or below the Clackamas County median, as determined by the U.S. Department of Housing and Urban Development (HUD), on the assumption that these households do not spend more than 30 percent of their income for housing costs. Housing costs for renters include rent and heating. Housing cost for homeowners includes principal on the mortgage plus interest, taxes, insurance, and heating. Note: Median income figures depend upon the household size assumed. These numbers are updated annually by HUD. [More specific definitions of "affordable housing" are specified for certain circumstances in Chapter 17.88.](#)

A-frame building: A building with steeply angled sides that meet at the top of the building in the shape of an "A"; more than half of the two side elevations comprise the primary roof form.

After school program: A program designed to provide care for and educational enhancement to children immediately following school release.

Agriculture: Nursery activity, horticulture and similar activities for the cultivation of commercial crops in addition to pasturing, breeding, dairying, and similar uses of animals, and poultry for commercial use; does not include processing, slaughtering, large scale poultry raising, commercial forestry and similar uses.

Aisle: The driving portion of the parking area. The aisle provides access to each space.

Alley: A public or private way permanently reserved as a means of access to abutting property, usually with principal access from another street.

Alteration: Any change, addition, or modification in construction or occupancy of an existing building or structure.

Amendment: A change in the wording, context, or substance of the Development Code, or a change in the zone boundaries or area district boundaries upon the zoning map.

Anchor space/store/building: The largest single use, or the largest space designed for a single store or use, on a site.

Ancillary structure/store/building: An accessory structure, store, or building. See also, Accessory Use.

Angled: Any parking space that is not parallel to the curb or driving aisle.

Apartment: A dwelling unit, which is located within a multi-family dwelling but excluding condominiums. (Multi-family dwelling is defined under Building Types.)

Appeal, floodplain: A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

Application: ~~For purposes of this Code, application is defined as d~~Documents and materials submitted or to be submitted to the eCity [by a person which are related to that person's request for a decision under the Development Code.](#)

Area of shallow flooding: A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard."

[Assisted living: Assisted living facilities are places that provide housing, personal care, or assistance to residents that need help with activities of daily living, who are usually elderly or disabled persons. At least one person responsible for providing daytime care, protection, supervision, monitoring and/or training or treatment of residents is present on the site at all times. Larger group-living facilities may offer shared facilities for eating, hygiene, and/or recreation. Tenancy is for longer than one month.](#)

Automobile fueling station: Automotive fueling station means any premises used primarily for supplying motor fuel, oil, minor servicing, excluding body and fender repair, and the sale of accessories as a secondary service for automobiles, at retail direct to the customer.

Automobile wrecking yard: The dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

Average daily traffic (ADT): Two-direction, 24-hour total count of vehicles crossing a line perpendicular to the road on an average weekday.

Base flood: A flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

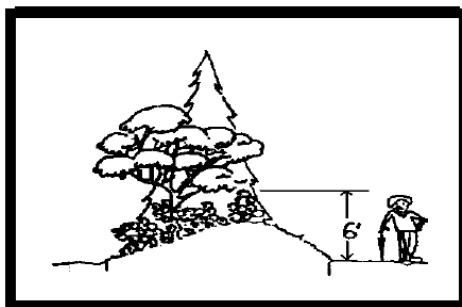
Basement: Any area of a building having its floor subgrade below ground level on all sides.

Batten seam: Application of a batten where two exterior boards or panels adjoin (e.g., board and batten siding).

Bay (building design): The division of a building (usually repeating) between vertical lines or planes, especially the entire space included between two adjacent supports.

Bed and breakfast inn: A house, or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises or in adjacent premises.

Berm: An earthen mound designed to provide a visual interest, screen undesirable views, and/or decrease noise.

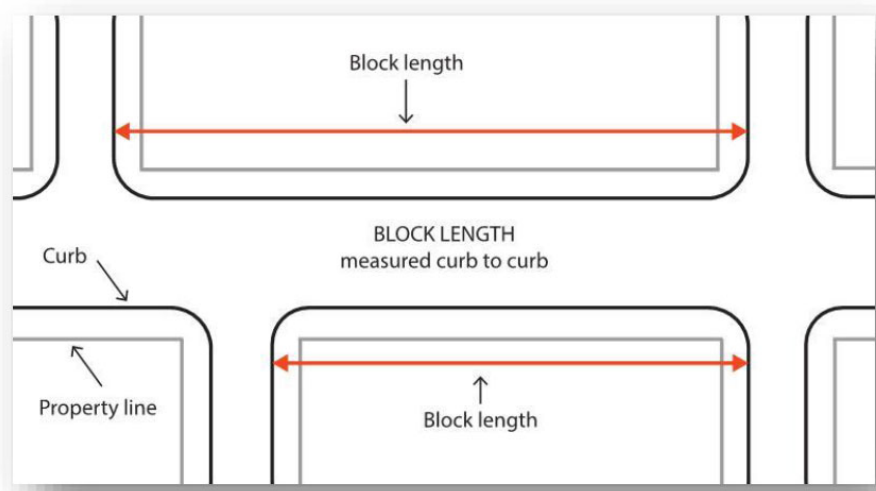


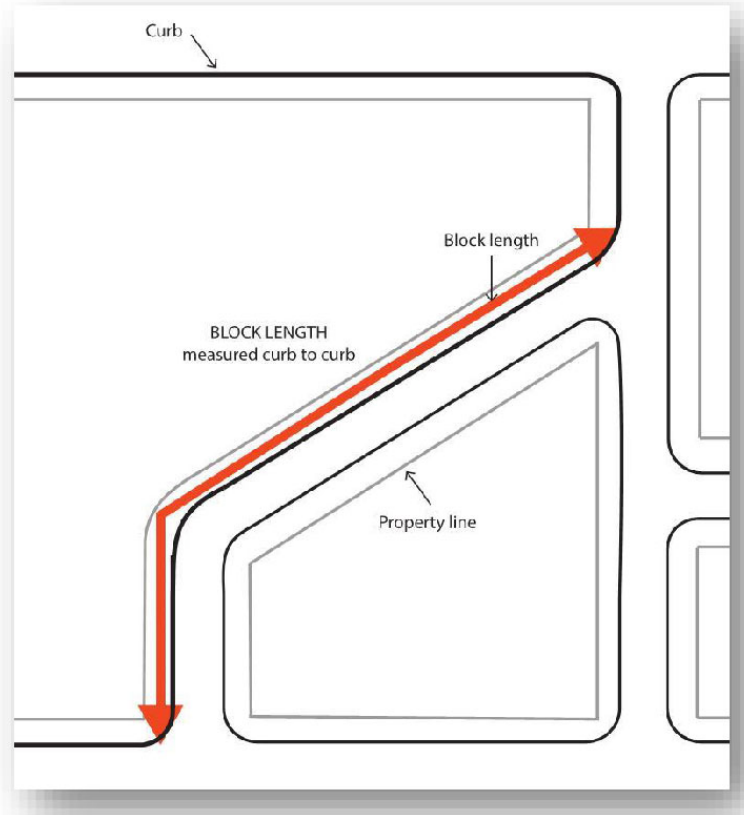
Berm Example

Big-box, or large-format commercial/industrial: Any single building containing more than 30,000 square feet of gross floor area in the C-1 zone, or greater than 60,000 square feet of gross floor area in any other commercial or industrial zone.

Block: A tract of land bounded by street or by a combination of streets and public parks, cemeteries, railroad rights-of-way, drainageways, or unsubdivided land.

Block length: The distance along a block face measured from curb to curb between the edges of the two bounding intersections.



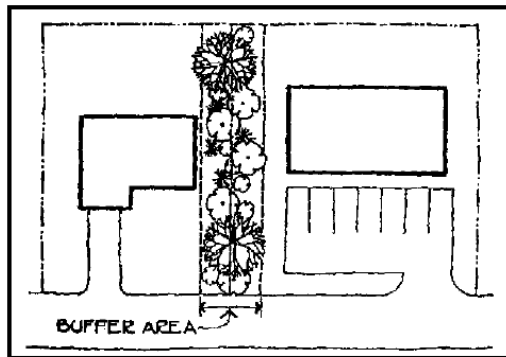


Boarding, lodging or rooming house: An establishment with lodging for not less than five persons nor more than ten persons not including members of the owner-occupant or tenant-occupant family, other than a hotel or motel, where lodging, with or without meals, is provided.

Bond: Any form of security (including a cash deposit, surety bond, collateral, property, or instrument of credit) in an amount and form satisfactory to the City.

Breezeway: A structure for the principal purpose of connecting the **main primary** building or buildings on a property with other **main primary** buildings or accessory buildings.

Buffer: A combination of physical space and vertical elements, such as plants, berms, fences or walls, designed to provide space or distance, obstruct undesirable views, serve as an acoustic barrier, generally reduce impacts of adjacent development, or separate and screen incompatible land uses from each other.



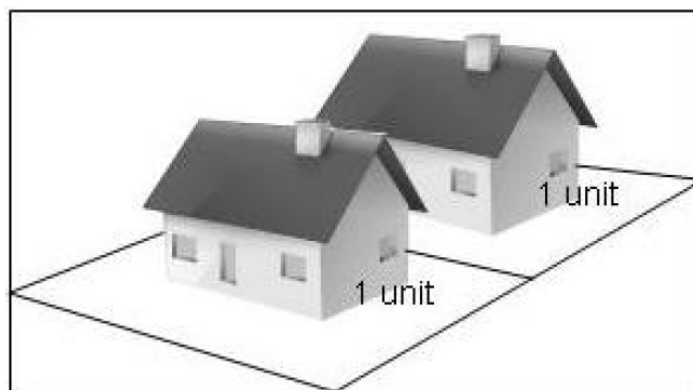
Buffer Example

Building: Any structure used or intended for support, shelter or enclosure of any persons, animals, goods, equipment or chattels and property of any kind. If within an Area of Special Flood Hazard then the definition of "Structure" provided in Chapter 17.10 shall apply.

Building Types:

A. **Nonresidential:** That group of building types comprising the following:

1. **Detached:** A single ~~main~~-building, freestanding and structurally separated from other buildings.



2. **Attached:** Two or more ~~main~~-buildings placed side by side so that some structural parts are touching one another.



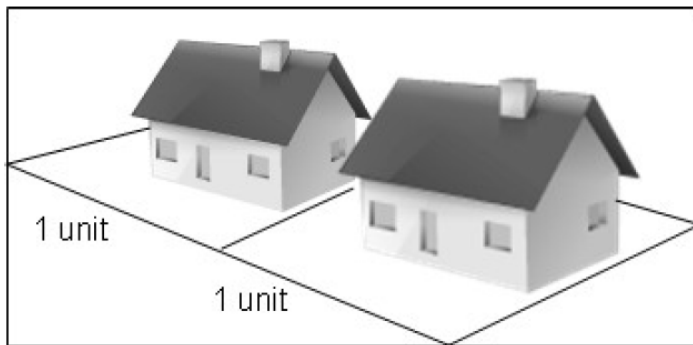
B. **Residential:** That group of building types comprising the following:

1. **Single detached:** One dwelling unit, freestanding and structurally separated from any other dwelling unit or buildings, located on a lot or development site, including manufactured homes as

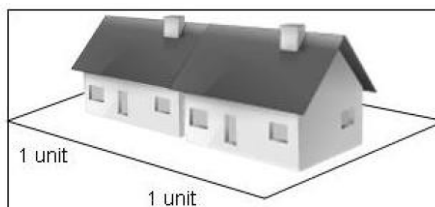
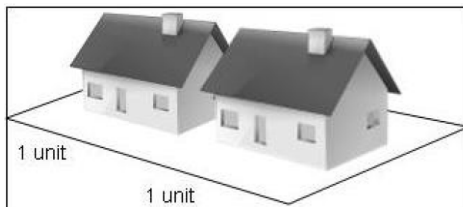
defined in this chapter [and modular and prefabricated structures as defined in ORS 197A.015](#). Also referred to as “single-family dwelling.”



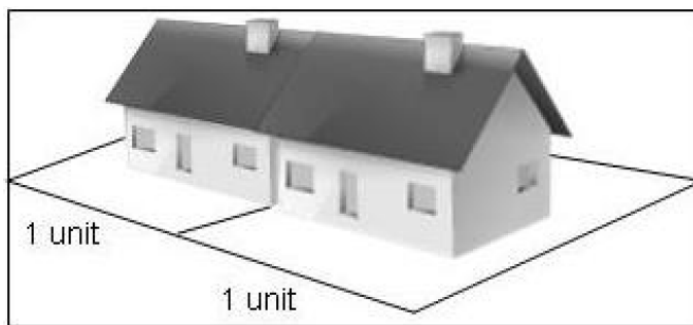
2. *Single detached (zero lot line):* A single detached structure with no setback from one lot line.



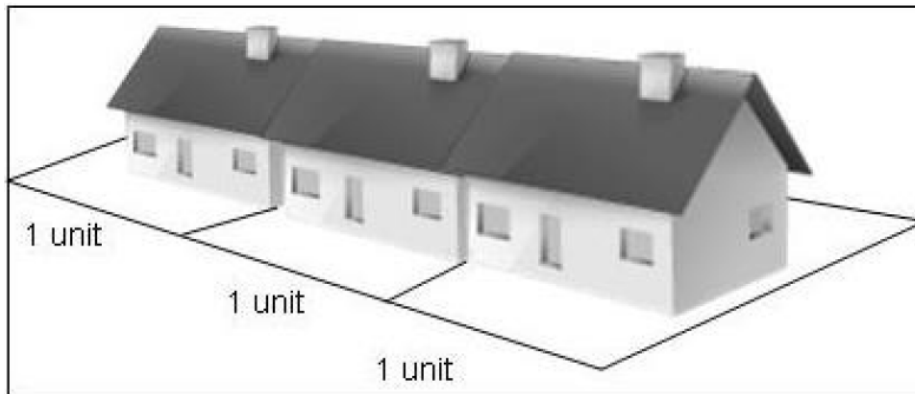
3. *Duplex:* ~~A dwelling containing t~~[Two independent dwelling units located on one lot or development site](#). The two dwelling units may be attached or detached, as shown in the images below. A duplex could be two units on a single lot, or on separate lots if divided pursuant to a middle housing land division.



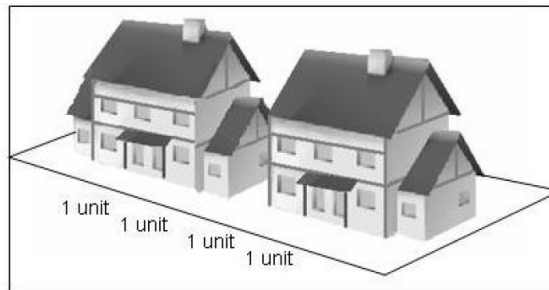
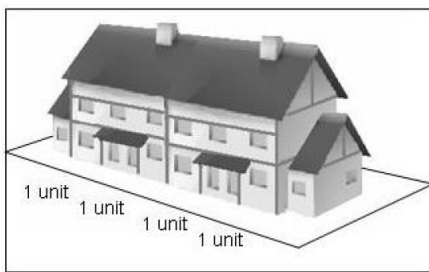
4. *Single attached (zero lot line):* Two dwelling units located on separate lots but attached side by side sharing some structural parts at a common property line with no setback from one lot line.



5. *Attached (row house):* More than two dwelling units, [each unit](#) located on [its own](#) separate lots, [and](#) placed side by side but sharing some structural parts at a common property line.



6. *Multi-family dwelling:* At least three dwelling units in any vertical or horizontal arrangement, located on a lot or development site. An existing dwelling may be utilized as part of a multi-family dwelling when redevelopment of the site occurs and does not have to be attached to another structure. [Apartment and condominium are synonymous in reference to multi-family dwellings in the development code.](#)



- ~~7. *Manufactured dwelling park:* A place where four or more manufactured or mobile homes are located within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent or keep space for rent or to offer space free in connection with securing the trade or patronage of such person.~~

- C. The following commonly used terms are not considered building types for purposes of this Code.
1. *Cluster:* An arrangement of building types designed to retain open space areas equal to or greater than the cumulative total open space areas normally required and maintaining the permitted gross density of a site.
 2. *Condominium:* A form of ownership where the owner has a deed to a volume of space, and is governed by the provisions of ORS Chapter 100.

Building envelope: That portion of a lot or development site exclusive of the areas required for front, side, and rear yards and other required open spaces; and which is available for siting and constructing a building or buildings.

Building height: See Height of Buildings definition.

Building line: A line on a plat indicating the limit beyond which buildings or structures may not be erected, or the minimum or maximum distance as prescribed by this Code between the property line abutting a street and the closest point of the foundation of any building or structure related thereto. Building line means a line established

by this title to govern the placement of a building with respect to the front lot line through the setback requirements of a minimum front yard. A building line is ordinarily parallel to the front lot line and at a distance in accordance with the setback requirement.

Bulk plant: An establishment where commodities, including both liquids and solids, are received by pipelines, tank car, tank vehicle, or other container, and are stored or blended in bulk for the purpose of distribution by pipeline, tank car, tank vehicle or container.

Carport: A stationary-roofed structure or a portion of a building open on two or more sides primarily used for the parking of motor vehicles.

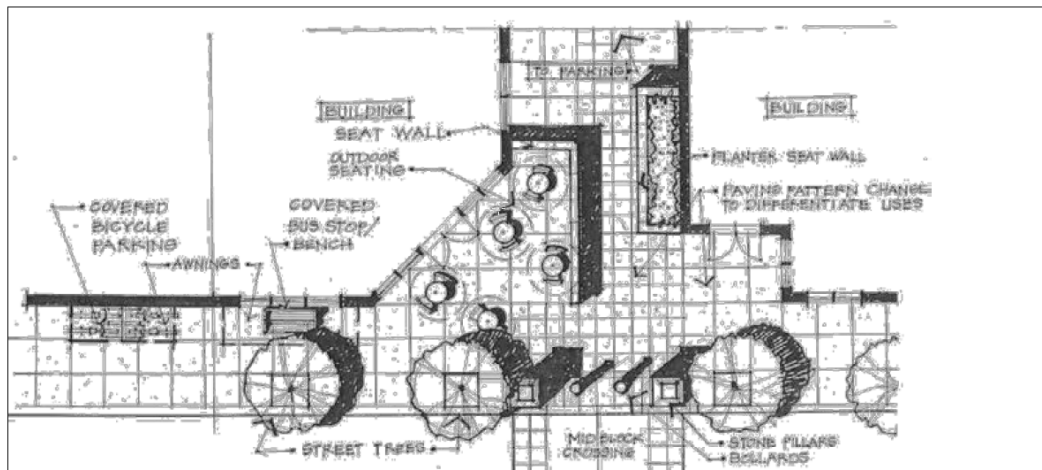
Cemetery: Land used or intended to be used for the burial of the dead and related cemetery activities, including: columbarium, crematoriums, mausoleums, and mortuaries, when operated in conjunction with and within the boundary of such cemetery.

Change of zone: The legislative act of rezoning one or more lots or parcels.

Church: An institution that people regularly attend to participate in or hold religious services, meetings and other activities.

City: The City of Sandy, a municipal corporation of the State of Oregon, ~~where the provision involves a duty owed the City in either its governmental or its corporate capacity; otherwise, that officer, department, or agency of the City indicated by the context, or where the context does not clearly indicate a specific officer, department, or agency, then the City Manager of the City.~~

Civic space: A public or quasi-public gathering space, such as a plaza, square, outdoor seating area, bus waiting area, garden, fountain, sculpture or public art display, or similar space, oriented to pedestrians and connecting one or more developments to the adjacent streetscape.



Civic Space Example

Clinic: A building or portion of a building designed and used for the diagnosis and treatment of human patients that does not include overnight care facilities, including medical, dental and psychiatric services.

Commercial day care facility: Any business other than a family day care home providing adult supervision for children or adolescents.

Commission: The Planning Commission.

Common open space: An area within a development designed and intended for the use or enjoyment of all residents of the development or for the use and enjoyment of the public in general.

Comprehensive plan: The comprehensive development plan for the City of Sandy, comprising plans, maps or reports, or any combination thereof relating to the future economic and physical growth and development or redevelopment of the city.

Community service use: A community use, including but not limited to, schools, churches, community centers, fire stations, libraries, parks and playgrounds, cemeteries, or government buildings.

Concrete form: A method of concrete construction where members are cast horizontally near their eventual location and integrate textures or patterns replicating other materials.

Conditional use: A use that would not be generally appropriate within a zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would not be detrimental to the public health, safety, or general welfare.

Condominium: A form of ownership where the owner has a deed to a volume of space, and is governed by the provisions of ORS Chapter 100.

Congregate ~~housing~~ living: A structure containing nine or more bedrooms ~~two or more dwelling units or rooming units limited in occupancy to persons 55 years or older or handicapped persons, their spouses, except for rooms or units occupied by resident staff personnel, and with paid or volunteer staff~~ providing indoor, conveniently located, shared food meal preparation and other supportive services to occupants ~~preparation service, dining areas, and common recreation, social and service facilities for the exclusive use of all residents.~~

Conservation easement: An easement granting a right or interest in real property that is appropriate to retaining land or water areas predominately in their natural, scenic, open or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; or maintaining existing land uses.

Consolidation: The elimination of a property line or lines of unplatted land to create a single unit of land where more than one unit previously existed.

Contiguous: ~~The same as abutting.~~ Having a property line, zoning boundary or wall in common. For the purposes of this definition, no boundary line shall be deemed interrupted by a road, street, alley or public way, it being the intent of this definition to treat property lying on the opposite sides of a road, street, alley or public way as contiguous.

Cooperative: A group or association which has taken a deed or lease to property and which issues stock upon which the tenant's rights to proprietary leases are based. The stock, or other evidence of interest in the cooperative corporation or association, shall be purchased by persons who are tenants in the occupancy of at least 80 percent of the accommodations in the structure and are entitled by reason of such ownership to proprietary leases of such accommodations.

Critical facilities (floodway): Hospitals, fire stations, police stations, storage of critical records, and similar facilities.

Critical root zone: A protection area beneath a tree containing sufficient roots required for future tree health and stability and delineated by a circle with a minimum radius of 1' for each 1" of trunk diameter (see DBH), measured horizontally from the base of the tree.

Cross-gable: Where one gable-ending roof intersects another gable-ending roof. (See graphic below.)



Gables (cross-gables) Example

Curtain windows (flush glazing): Preassembled wall units or continuous window glazing providing a flush surface; windows may be separated by metal framing members which may be set entirely behind the glass panes or units. This type of glazing does not allow for the division of windows into small panes with trim.

Day care facility: A child care facility certified to care for 13 or more children, or a facility that is certified to care for 12 or fewer children and located in a building constructed other than a single family dwelling. Also known as a "Certified Child Care Center" as defined in OAR 414, Division 300.

Day care, family: Baby-sitting, care of 12 or fewer children, including resident family members, as accessory to any residential use regardless of full-time or part-time status. Family day care is subject to the definition of home business.

Day(s): Shall mean calendar days unless working days are specified.

[DBH: Diameter at Breast Height is the diameter of a tree at 4.5 feet \(54 inches\) above the highest natural ground level at the base of the trunk.](#)

Density, gross: The number of residential dwelling units per gross acre of land

Density, net: The number of dwelling units per net acre (based on the total area of the parcel) excluding areas dedicated [or reserved](#) for public use.

Density transfer receiving areas: Unconstrained buildable land on the same site as land that is partially covered by the FSH overlay zone. Density may be transferred from constrained and unbuildable land to buildable density transfer receiving areas as prescribed in Section 17.60.120.

Detached: A single ~~main~~ building, freestanding and structurally separated from other buildings.

Detention, stormwater: The release of surface and stormwater runoff from a site at a slower rate than it is collected by the drainage facility system, the difference being held in temporary storage.

Detention facility, stormwater: A facility that collects water from developed areas and releases it at a slower rate than it enters the collection systems.

Developer: The [person, or the person's owners of property or their](#) agents ~~or~~ contractors, ~~or their~~ successors, or assigns, who have undertaken or are proposing development [of a development site](#).

[Development Code: Title 17 of the Sandy Municipal Code.](#)

Development site: [One or more adjacent](#), A legally established lot~~s~~ or parcel~~s~~ of land [on which a developer proposes or undertakes a development](#). ~~occupied or capable of being occupied by a building or group of buildings including accessory structure(s) and accessory use(s), together with such yards or open spaces, and setback areas as are required by this Code and having frontage upon a street.~~

Development: Any human-made change to improved or unimproved real estate, including but not limited to, construction of buildings or other structures, mining, dredging, filling, grading, compaction, paving, excavation or drilling operations, storage of equipment or materials, stream alteration or channeling, vegetation removal or other similar activities.

Director: ~~Planning and~~ Development Services Director of the City of Sandy, or the Director's official designee, with responsibility for administration of this Code.

Discretionary land use review: A land use review procedure that relies on standards or criteria that require interpretation or the exercise of policy or legal judgment. Discretionary land use reviews are processed under the Type II, III, or IV review procedures, as defined in Chapter 17.12.

Disturbance Area. For the purposes of Chapter 17.60, FSH Overlay District, an area identified in an approved development permit that contains, or will contain, all legally allowed temporary and permanent development, exterior improvements, and staging and storage areas on the site. A disturbance area may contain two subareas, the permanent disturbance area and the temporary disturbance area.

- *Permanent Disturbance Area.* The permanent disturbance area includes all areas occupied by existing or proposed structures or exterior improvements (including landscaping). The permanent disturbance area also includes areas where vegetation must be managed to accommodate overhead utilities, existing or proposed landscaped areas, and roadside areas subject to regular vegetation management to maintain safe visual or vehicle clearance.
- *Temporary Disturbance Area.* The temporary disturbance area is the portion of the site that will be disturbed for the proposed development but not permanently occupied by structures or exterior improvements. It includes staging and storage areas used during construction and all areas graded to facilitate proposed development on the site, but will not be covered by permanent development. It also includes areas disturbed during construction to place underground utilities, where the land above the utility will not otherwise be occupied by structures or exterior improvements.

District: A land use area or zone established by this title for the designated intent.

Drainageway: A natural or artificial watercourse, including adjacent riparian vegetation, that has the specific function of transmitting natural stream water or storm runoff water from a point of higher elevation to a point of lower elevation.

Drip line (of a tree): A line projected to the ground delineating the outermost extent of foliage in all directions.

Drive-in facility: Any portion of a building or structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle.

Dwelling unit: An independent living unit containing eight or fewer bedrooms within a dwelling structure designed and intended for residential occupancy by ~~not more than one family~~ one or more persons and having independent living facilities including permanent provisions for cooking, eating, sanitation and sleeping, its own housekeeping and kitchen facilities. ~~Hotel, motel, and rooming and boarding units, which are used primarily for transient tenancy, shall not be considered as dwelling units.~~

Easement: A right that a person has to use someone's land for a specific purpose such as for access or for utilities.

Effects of buoyancy: Uplift force of water on a submerged or partially submerged object.

Erosion: Detachment and movement of soil, rock fragments, refuse, or any other material, organic or inorganic.

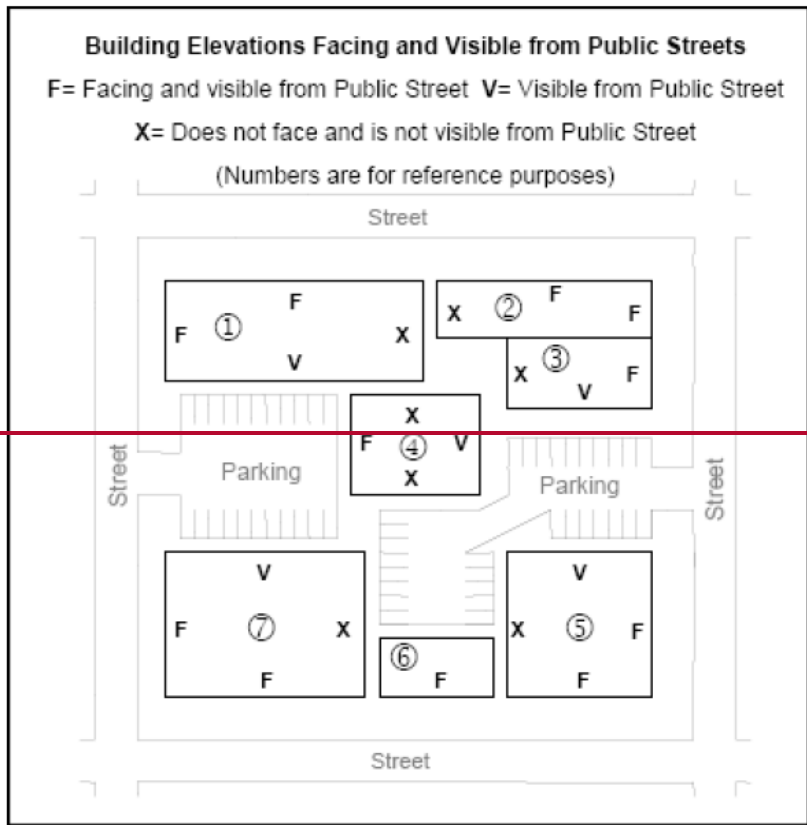
Established grade: The curb line grade established by the City.

Excavation: The process of altering the natural (grade) elevation by cutting and/or filling the earth or any activity by which soil or rock is cut, dug, quarried, uncovered, removed, displaced or relocated.

Expedited land division: A division of land under ORS Sections 197.360 to 197.380. Middle housing land divisions shall be processed pursuant to the expedited land division procedures set forth in ORS Chapters 197.360 to 197.380.

Exterior Display: Exterior display includes the outdoor display of products, vehicles, equipment, and machinery for sale or lease. Exterior display is an outdoor showroom for customers to examine and compare products. It does not include damaged or inoperable vehicles, vehicles or equipment being serviced, bulk goods and materials, and other similar products. Examples of uses that often have exterior display are car and boat sales and leasing, and plant nurseries.

Facing (building elevation): A building elevation that is typically parallel to, or at an angle of up to 45 degrees from, a specific reference point such as and adjacent to a public street or civic space, and that is visible from the reference point and not obstructed by another building.



Facing and visible from a Public Street example

Family: Any number of individuals, related or unrelated, living together in a dwelling unit ~~related by blood, marriage, legal adoption or guardianship; or a group of not more than five persons all or part of whom are not so related by blood or marriage living together as a single housekeeping unit in a dwelling unit.~~

Fast-food restaurant: This type of restaurant is characterized by a large carryout clientele and high turnover rates for eat-in customers. These limited service eating establishments do not provide table service.

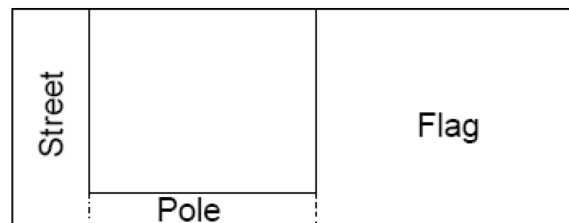
Fence: Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land, serve as a boundary, or means of protection or confinement.

Fence, sight-obscuring: A fence or evergreen planting of such density and so arranged as to obstruct vision.

Fill: Placement of any soil, sand, gravel, clay, mud, debris, refuse, or any other material, organic or inorganic.

Finished grade (ground level): The average of finished ground levels at the center of all walls of the building unless otherwise specified.

Flag lot: A lot that has access to a public right-of-way by means of a narrow strip of land.



Flag Lot Example

Flood or flooding:

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation of runoff of surface waters from any source.
 3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in Subsection A.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph A.1. of this definition.

Flood insurance rate map (FIRM): The official map of a community, on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood insurance study: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Floodplain or flood-prone area: Any land area susceptible to being inundated by water from any source. See "Flood or Flooding." The lowland and relatively flat areas adjoining inland waters including, at a minimum, that area identified as the Area of Special Flood Hazard.

Flood-proofing: Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

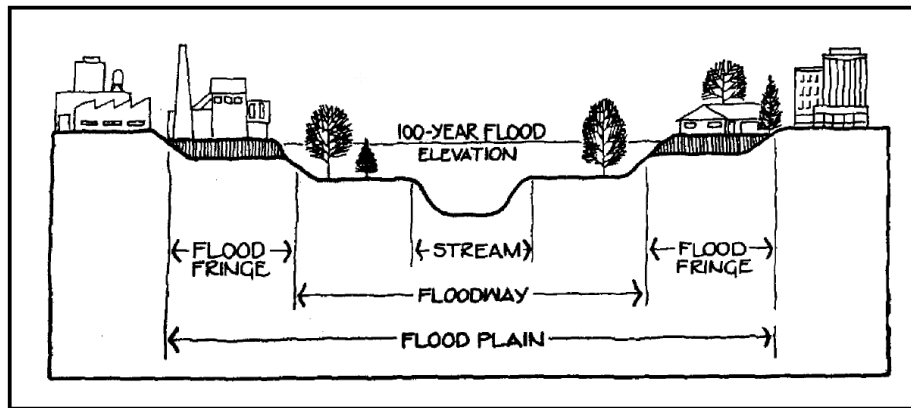
Flood, slope and hazard areas (FSH):

- A. Buildable areas: Accessible lands of less than 25 percent slope that lie outside steep slope and water quality setback areas as defined in Chapter 17.60, Flood and Slope Hazard (FSH).
- B. Restricted development areas: As shown on the City of Sandy Zoning Map including:

1. Slopes of 25 percent or greater that (a) encompass at least 1,000 square feet and (b) have an elevation differential of at least ten feet.
2. Protected water features, including locally significant wetlands, wetland mitigation areas approved by the Division of State Lands, and perennial streams.
3. Required setback areas as defined in section 17.60.30.

Floodway (regulatory floodway): The channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway: The channel of a river or stream and those portions of the adjoining floodplains required to carry and discharge the base flood flow.



Floodway Example

Floor area: The sum of the area of ~~several~~all floors of a building ~~including areas used for human occupancy. It does not include cellars, except basements,~~ unenclosed porches, or attics not designed for human occupancy, or any floor space in any accessory building or any interior building parking areas, exclusive of vent shafts.

Floor, habitable: A floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination of the above. A floor used only for storage or parking is not a "habitable floor."

Foster home, adult: Any family home or facility in which residential care is provided for five or fewer adults who are not related to the provider by blood or marriage.

Frontage: That portion of a development site that abuts a public or private street. For the purposes of determining yard requirements on corner lots, all sides of a lot adjacent to a street shall be considered frontage, and yards shall be provided as indicated under "yards" in the definition section.

Flood and slope hazard (FSH) overlay district: An overlay zoning district defining water quality, flood, and slope hazard areas within the City identified on the City of Sandy Zoning Map.

Gabled roof: The generally triangular portion of a wall between the lines of a sloping roof. The shape of the gable and how it is detailed depends on the structural system being used (which is often related to climate and materials) and aesthetic concerns. The City of Sandy requires minimum roof pitch on some buildings which supports the use of gables.

Garage, private: A portion of a ~~main~~primary building or an accessory building, shelter or carport used for the parking or temporary storage of private automobiles, trailers, mobile homes, boats or other vehicles owned or used by occupants of the main building.

Garage, public: A building designed and used for the storage, care, or repair of motor vehicles, including both minor and major mechanical overhauling, paint, and body work or where such vehicles are parked or stored for compensation, hire or sale.

Grade: Given in reference to the slope of land or in reference to construction: is the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line, or, when the property line is more than five feet from the building, between the building and a line five feet from the building.

Gross area: The total usable area including accessory space dedicated to such things as streets, easements and uses out of character with the principal use, but within a unit of area being measured.

Ground floor: The floor of a building that is at or nearest the ground level.

Ground floor elevation: The elevation of a building that is at or nearest the ground level measured from the ground to a point ~~10~~12-feet above the ground. (This definition is used to measure the ground floor area subject to window requirements in Chapter 17.90).

Group care home: A home or residential institution maintained and operated for the supervision, care or training of physically, mentally, or socially handicapped persons, but not including foster homes or detention facilities.

Grove (tree): A stand of three or more trees at least 6 inches DBH that form a generally continuous canopy, or are spaced as appropriate for that species or species assemblage ~~of the same species or mix, which form a visual and biological unit.~~

Guest house: An accessory, detached dwelling without kitchen facilities, designed for and used to house transient visitors or guests of the occupants of the main building without compensation.

Half-story: A space under a sloping roof which has the line of intersection of roof decking and exterior wall face not more than five feet above the top floor level. A half-story containing one or more dwelling units shall be counted as a full story.

Half-street improvement: A one-half-street improvement includes curb and pavement two feet beyond the centerline of the right-of-way. A three-quarter street improvement includes curbs on both sides of the street and full pavement between curb faces.

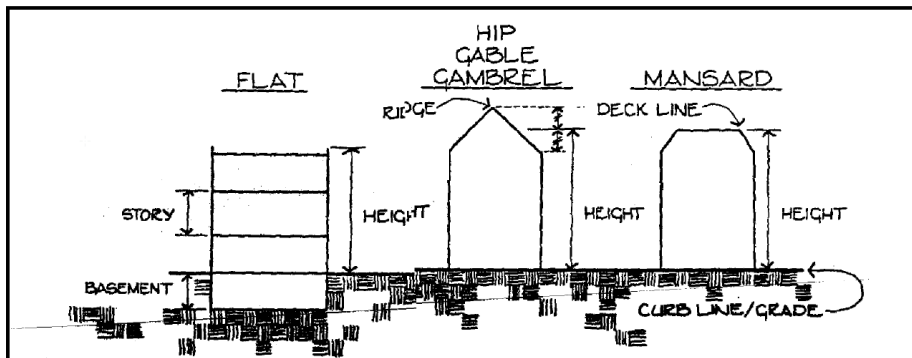
Health/recreation facility: An indoor facility including uses such as game courts, exercise equipment, locker rooms, Jacuzzi, and/or sauna and pro shop.

Hearing authority: The City Council, Planning Commission, or another agency or officer ~~of the Council~~ designated by this the Development Code to conduct public hearings prior to acting on an applications ~~for development.~~

Heavy timber: Exposed timber framing or detailing consisting of larger wooden members, ~~commonly~~ with minimum dimensions ~~in the range~~ of six inches by six inches to 12 inches, as opposed to common wood framing which uses many more timbers with smaller dimensions ~~usually in the two inches to ten inches range~~. The methods of fastening the frame members also differ; in conventional framing the members are joined using nails or other mechanical fasteners while timber framing uses mortice and tenon (wood joint) or metal fasteners.

Height of buildings: The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the ~~average height of~~ midpoint of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

- A. The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet above lowest grade.
- B. An elevation ten feet higher than the lowest grade when the sidewalk or ground surface described in Item "A" above is more than ten feet above lowest grade.

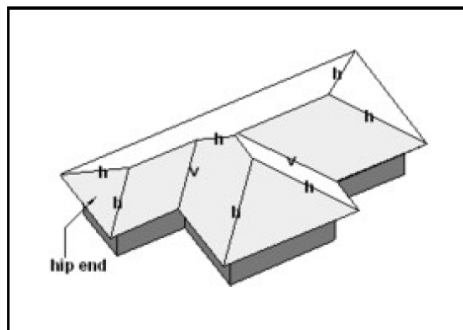


Determining Building Height Example

High-turnover sit down restaurant: This type of restaurant consists of a sit-down, full-service eating establishment with turnover rates of approximately one hour or less. This type of restaurant is usually moderately priced and frequently belongs to a restaurant chain. This restaurant type is different than fast-food and quality restaurants as defined in the Institute of Transportation Engineers, Trip Generation manual.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Hipped roof: A type of roof where all sides slope downwards to the walls, ~~usually with a fairly gentle slope.~~ Thus, it is a roof with no gables or other vertical sides to the roof. ~~a square hip roof is shaped like a pyramid. hip roofs on rectangular houses will have two triangular sides and two trapezoidal ones. hip roofs often have dormers.~~ ~~Where two hipped ("h") roof forms adjoin, the edge is called a valley ("v"). See graphic.~~



Hipped Roof Example

Historic resource alteration: Historic resource alteration means the change, addition, removal, physical modification or repair, which affects the exterior appearance of a landmark, excluding, however, routine maintenance and painting.

Historic resource alteration, major: Means exterior alteration, which is not a minor alteration.

Historic resource alteration, minor: Means exterior alteration which does not change the appearance or material of the landmark or contributing resource as it exists, or duplicates or restores the affected exterior

features and material as determined from historic photos, building plan or other evidence or original features or material.

Historic structure (area of special flood hazard): Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or
 2. Directly by the Secretary of the Interior in states without approved programs.

Home business: A lawful commercial activity commonly carried on within a dwelling or attached or detached accessory structure.

Homeowners association (HOA): ~~Has the meaning set forth in ORS 94.550(15). An incorporated, nonprofit organization operating under recorded land agreements through which a) each lot owner of a described land area is a) automatically a member; and b) subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property.~~

Hospital: An establishment, which provides sleeping and eating facilities to persons receiving medical, obstetrical or surgical care and nursing service.

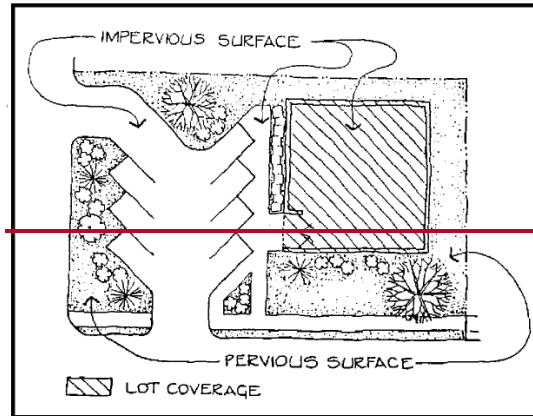
Hotel: A facility offering transient lodging accommodations at a daily rate to the general public. A hotel may provide additional services, such as restaurants, meeting rooms, and recreational facilities.

Household: ~~A domestic establishment including a member or members of a family and/or others living under the same roof.~~ [See definition for "Family."](#)

Hydrodynamic load: Force of water in motion.

Hydrostatic load: Force of water at rest.

Impervious surface: ~~Any~~ [Surface materials, including concrete, asphalt, pavers, plastics, and gravel, which](#) ~~that~~ substantially reduces or prevents the infiltration of stormwater into previously undeveloped land. ~~Impervious area shall include graveled driveways and parking areas.~~



Impervious Surface Example

Irrigation system: Method of supplying water (which can be manually or mechanically controlled) to a needed area.

Junkyard: An area used for the dismantling, storage or handling in any manner of junked vehicles or other machinery, or for the purpose of storage of dismantled material, junk and scrap, and/or where wastes and used or secondhand materials are bought, sold, exchanged, stored, processed, or handled. Materials include, but are not limited to, scrap iron and other metals, paper, rags, rubber tires, and bottles, if such activity is not incidental to the principal use of the same lot.

Kennel: Any premises or building in which four or more dogs or cats at least four months of age are kept commercially for board, propagation or sale.

Kitchen: Any room used, intended or designed for preparation and storage of food, including any room having a sink and provision for a range or stove.

Land area, net: That land area remaining after all area covered by impervious surfaces has been excluded (subtracted).

Land division: Land divided to create legally separate parcels in one of the following ways:

- A. **Partition:** A division of land that creates three or fewer lots within a calendar year when such parcel exists as a unit or contiguous units of land under single ownership at the beginning of the year. See also, "replat, minor."

A partition does not include division of land resulting from any of the following:

1. Establishment or modifications of a "tax lot" by the County Assessor;
2. A lien foreclosure, foreclosure of a recorded contract for the sale of real property or creation of cemetery lots;
3. An adjustment of a property line by relocation of a common boundary where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any applicable development district criteria established by this Code;
4. Sale or grant by a person to a public agency or public body for state highway, county road, city street or other right-of-way purposes provided that such road or right-of-way complies with the applicable Comprehensive Plan policies and ORS 215.213 (2)(q)—(s) and 215.283 (2)(p)—(r). See "property line adjustment."

- B. *Subdivision*: Division of an area or tract of land into four or more lots within a calendar year when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year. See also, "Replat, Major."

Land, intensity of: Relative measure of development impact as defined by characteristics such as the number of dwelling units per acre, amount of traffic generated, and amount of site coverage.

Land, parcel of: Any quantity of land capable of being described with such definiteness that its location and boundaries may be established. Also, a unit of land created by a partition.

Landscape management corridor: The required yards abutting Highway 26 within the C-2, I-1 and I-2 zoning districts where the Development Code requires native conifer and deciduous landscaping, creating the appearance of a forested corridor; openings or breaks in the landscape corridor are minimized, allowing for transportation access and framed views into development sites.

Landscaping: The arrangement of trees, grass, bushes, shrubs, flowers, gardens, fountains, patios, decks, outdoor furniture, and paving materials in a yard space. It does not include the placing or installation of artificial plant materials.

~~*Legislative decision*: Involves formulation of policy and as such, it is characteristic of the actions by a city council. Ex parte contact requirements are not applicable to legislative hearings. Personal notice to citizens advising them of proposed changes is not required in most cases, although the Sandy Development Code specifies that in some cases notice shall be mailed to property owners if a decision will change the land use designation. In general, the burden of being informed rests on the citizen. (See definition for "limited land use decision" and "quasi-judicial decision.")~~

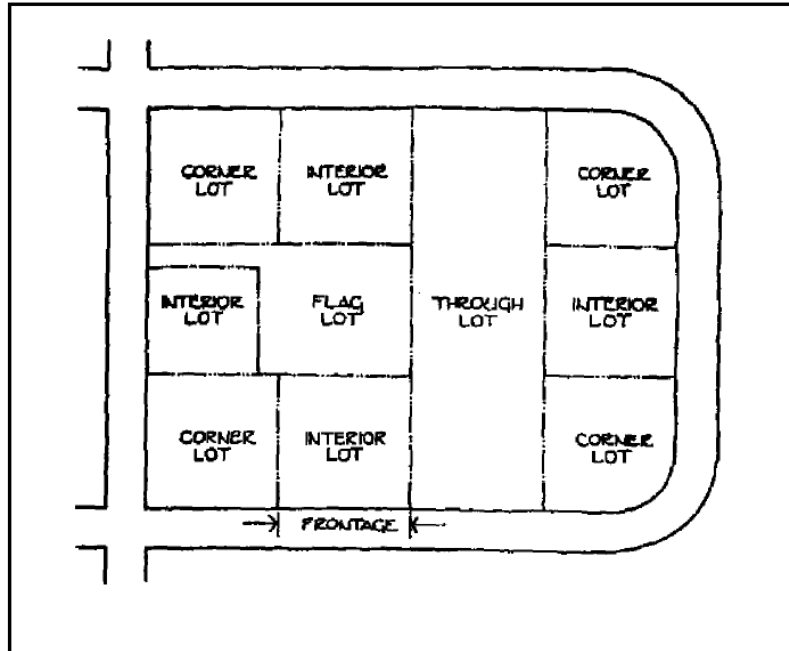
Lien foreclosure: A lien foreclosure, foreclosure of a recorded contract for the sale of real property or creation of cemetery lots.

~~*Limited land use decision*: A land use decision made by staff through an administrative process and that qualifies as a Limited Land Use Decision under [Has the meaning set forth in](#) ORS 197.015.~~

Loading space: An off-street space within a building or on the same lot with a building for the temporary parking of commercial vehicles or trucks while loading or unloading merchandise or materials and which space has direct access to a street.

Lot area: The total horizontal area within the lot lines of a lot.

Lot, corner: A lot situated at the intersection of TWO streets, the interior angle of such intersection not exceeding 135 degrees.



Lot Corner Example

Lot coverage/building site coverage: Unless otherwise noted in a zoning district, percent of a development site covered, including all gravel and paved surface areas and areas encompassed by buildings.

Lot depth: The distance from the midpoint of the front lot line to the midpoint of the rear lot line. [The term "average lot depth" has the same meaning as "lot depth" as defined here.](#)

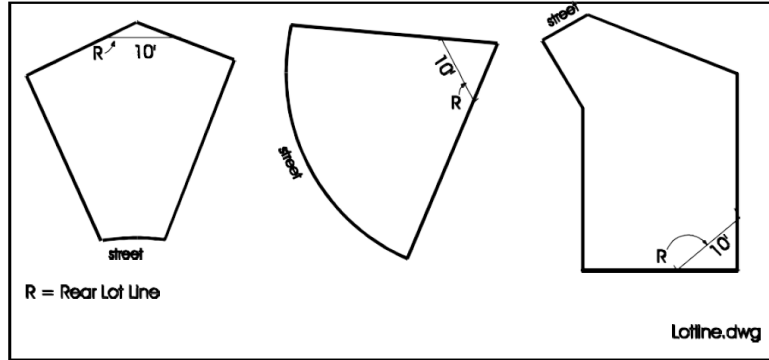
Lot, interior: A lot other than a corner lot having frontage on only one street.

Lot line: The property line bounding a lot.

Lot line, front: In the case of an interior lot, a property line that abuts the street. In the case of a corner lot [with frontage on one transit street, the lot line abutting the transit street shall be the front lot line, pursuant to Section 17.82.20. For all other corner lots, the applicant or property owner can choose which lot line is to be the front.](#) ~~the front line shall be determined by orientation of the structure based on at least two of the following factors: location of the front door, location of the driveway, or legal street address.~~

Lot line, side: Any lot boundary not a front or rear lot line (see figure under "lot line, rear").

Lot line, rear: The recorded lot line or lines most distant from and **generally** opposite the front lot line. In the case of an interior triangular lot or lot with more than four sides, however, the rear lot line shall mean a straight line ten feet in length that: a) is parallel to the front lot line or its chord and, b) intersects the other lot lines at points most distant from the front line (see figure below).



Rear Lot Line Example

Lot of record: A lot or parcel created through applicable land division regulations before adoption of this Code.

Lot, reversed corner: A corner lot whose rear line borders the side yard of another lot, whether or not separated by an alley.

Lot, tax: One parcel of real property shown on the County Assessor's map, and identified by a tax lot number. A tax lot may not necessarily be a lot of record.

Lot, through: A lot ~~of record~~ whose front and rear lot lines both abut streets.

Lot width: The horizontal distance between the midpoints of the side lot lines. [The term "average lot width" has the same meaning as "lot width" as defined here.](#)

Lowest floor: The lowest floor of the lowest enclosed area (including a "basement"). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor if the building falls within the "Area of Special Flood Hazard," provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

Mansard roof: A style of hip roof characterized by two slopes on each of its four sides with the lower slope being much steeper, almost a vertical wall, while the upper slope, usually not visible from the ground, is pitched at the minimum needed to shed water. This form may accommodate an additional building story. Often the decorative potential of the Mansard is expressed through the use of convex or concave curvature and with elaborate dormer window surrounds.



Mansard Roof Example

Manufactured dwelling park (also mobile home park or trailer park): [As defined in ORS 446.003, any place where four or more manufactured dwellings or prefabricated structures, as defined in ORS 455.010, that are](#)

~~relocatable and more than eight and one-half feet wide, are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person. A parcel (or contiguous parcels) of land with two or more manufactured dwelling lots for rent or sale. A parcel under single ownership that has been planned and improved for the placement of manufactured housing for dwelling purposes. Manufactured home park means a privately owned place where four or more manufactured homes, mobile homes, or any combination of the above, used for human occupancy are placed on a lot, tract or parcel of land under the same ownership.~~

Manufactured dwelling. As defined in ORS 446.003, a residential trailer, mobile home or manufactured home. Within a "Special Flood Hazard Area" a manufactured dwelling shall mean a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle."

Manufactured home dwelling: A dwelling constructed to U.S. Department of Housing and Urban Development (HUD) standards since June 15, 1976, but not to State Building Code standard and constructed for movement on public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is used for residential purposes and was constructed, and met the requirements of federal manufactured housing construction and safety standards and regulations in effect at the time of construction. All manufactured homes are to meet the requirements of the National Manufactured Home Construction and Safety Standards Act of 1974, as amended on August 22, 1981, consistent with HB 2863 Oregon Laws, 1989, and current Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standards as embodied in the most recent Federal Register. ~~Within a "Special Flood Hazard Area" a manufactured dwelling shall mean a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle."~~

Manufactured dwelling space: Any portion of a manufactured dwelling park (See "Manufactured Dwelling Park") which is designated or used for occupancy of one manufactured home or mobile home, including its accessory structures and its outdoor living areas, but exclusive of space provided for the common use of tenants such as roadways and guest parking.

Manufactured dwelling stand: That portion of the manufactured ~~home dwelling~~ space reserved for the location of the manufactured home or mobile home.

Marijuana dispensary: Those facilities registered and/or licensed by the state of Oregon as medical marijuana dispensaries and marijuana retailers.

Mean sea level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

Medical facility: A building or portion of a building designed and used for the diagnosis and treatment of human patients or animals including clinic, hospital, and laboratory, but excluding medical marijuana facility, as authorized by state law.

Medical marijuana grow site: Those facilities defined, registered and/or licensed by Oregon Health Authority to grow medical marijuana for more than one registered medical marijuana cardholder.

Middle housing: Middle housing refers to duplexes, triplexes, quadplexes, cottage clusters, and townhouses as defined in ORS ~~197.758~~197A.420. For the purposes of middle housing land division, middle housing only refers to duplexes.

Middle housing land division: A partition or subdivision of a lot or parcel on which the development of middle housing is allowed under ORS ~~197.758~~[197A.420](#)(2) or (3). Middle housing land division applications shall be processed pursuant to the expedited land division procedures set forth in ORS Sections 197.360 to 197.380 and Section 17.18.120 of this development code.

Mobile home: A residential structure intended for permanent human occupancy and constructed for movement on the public highways, constructed prior to adoption of June 15, 1976 U.S. Housing and Urban Development (HUD) standards, but meeting the requirements of Oregon's mobile home laws in effect between January 1, 1962 and June 15, 1976 which met the construction requirements of Oregon Mobile Home Law in effect at the time of construction and which exhibits an Oregon Department of Commerce Insignia of Compliance that indicates conformance with U.S. Department of Housing and Urban Development, HUD, standards.

Modular structure: A structure not built on-site, but which is placed on a permanent foundation and meets the State Building Code standards. ["Modular structure" has the same meaning as "prefabricated structure," as defined in ORS 455.010.](#)

Motel: A building or group of buildings on the same lot designed or used primarily for providing sleeping accommodations for automobile travelers and providing automobile parking conveniently located on the premises.

National geodetic vertical datum: An elevation reference mark used in determining a flood boundary and floodway maps, formerly referred to as Mean Sea Level.

New construction (area of special flood hazard): For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Nonconforming development: A lawful existing structure or use that does not conform to requirements of the district, but which was already in existence on the effective date of this Code or any amendment to it became effective.

Notice of decision: A written communication that specifies the action of a hearing authority or Director concerning a development proposal.

Nuisance: Activity or use that is annoying, unpleasant or obnoxious.

Nursing home: Any home, place, or institution which operates and maintains facilities providing convalescent or nursing care, or both, for a period exceeding 24 hours for six or more ill or infirm patients not related to the nursing home administrator or owner.

Office: A place where the following civic and commercial uses are conducted: Administrative services; business support services; financial, insurance and real estate services; medical services; professional and research services.

~~*On the record:* Refers to review by the Planning Commission or City Council based on written submissions received by the Director or at the hearing and/or review of a non-verbatim transcript of the prior proceedings and decision. If requested, the Planning Commission or City Council shall allow the applicant and/or appellant to present an oral summary of the evidence and Code sections that support their position. No new evidence shall be allowed. The Planning Commission or City Council may allow further oral comments of a summary nature.~~

Open space, group: Areas intended for common use either privately owned and maintained or dedicated to the City, designed for outdoor living and recreation or the retention of an area in its natural state. Group open spaces may include swimming pools, recreation courts, patios, open landscaped areas, and greenbelts with

pedestrian, equestrian, and bicycle trails but do not include off-street parking, maneuvering or loading areas or driveways.

Open space, private: Areas intended for the private use by residents of an individual dwelling unit, designed for outdoor living and recreation or the retention of an area in its natural state.

Private open spaces may include patios and landscaped areas but does not include off-street parking, maneuvering, loading or delivery areas.

Final Order: [A written statement of the decision on an application.](#) ~~Final disposition of a case. It can be affirmative, negative, injunctive, or declaratory in form. The grant, denial, or grant with conditions of an application for development is an order.~~

Other marijuana facility: Those facilities defined, registered and/or licensed by the state of Oregon including marijuana processing sites, marijuana producers, marijuana processors, marijuana wholesalers, and marijuana testing laboratories.

Overlay district: A development district created by ordinance in recognition of an area's unique characteristics such as environmental or historic resources, natural hazards, or an identified need for redevelopment.

Overnight lodging: A building or group of buildings designed and used primarily for overnight lodging. This definition includes hotels, motels, hostels, bed breakfast inns and similar uses.

Owner: [For the purpose of notice, the record owner of the real property as shown on the latest tax rolls of the county. For all other purposes, any](#) ~~or~~ person with a legal or equitable interest in the [real property](#). ~~that entitles the person to conduct the proposed activity, or a person who is purchasing property under contract. In terms of violations and binding agreements between the city and owner, the owner shall also mean leaseholder, tenant, or other person in possession or control of the premises or property at the time of agreement or of violation of agreement or the provisions of this Code. Owner shall also mean authorized representative.~~

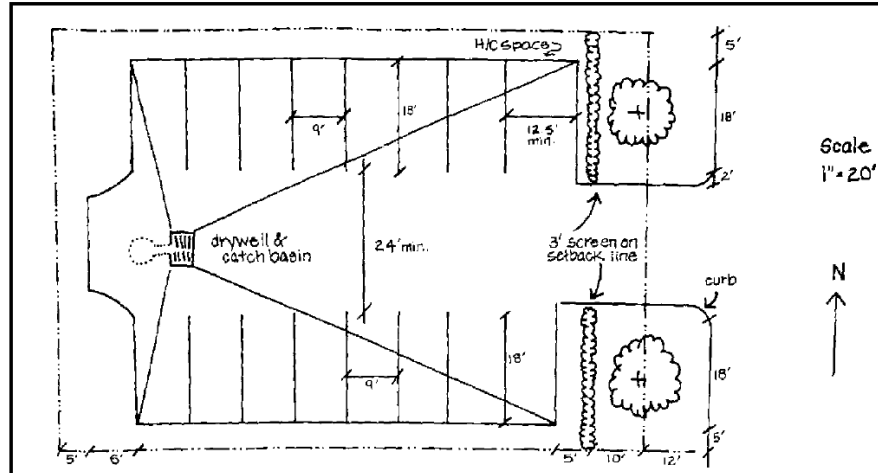
Parapet: An extended wall surrounding a roof, typically a decorative wall constructed of the same materials as the supporting wall. The parapet serves as building cap and may be stepped (Stepped Parapet) to provide visual relief (articulation) and a transition between buildings of dissimilar height.

Parking area, private: A privately owned property, other than [public](#) streets and alleys, on which parking spaces are defined, designated, or otherwise identified for use by the tenants, employees, or owners of the property for which the parking area is required by this title and not open for use by the general public.

Parking area, public: An area permanently available, other than [public](#) streets and alleys, on which parking spaces are defined, designated, or otherwise identified for use by the general public which is open for use by the general public, either free or for remuneration. Public parking areas may include parking lots, which may be required by this title for retail customers, patrons, and clients.

Parking bay: Rows of parking separated by an aisle. A parking bay may be single-loaded (parking on one side only) or double-loaded (on both sides).

Parking space: Parking space means an area permanently available for the parking of an automobile.



Typical Parking Area Example

Participant: A person or entity that submitted written or oral comments in compliance with the time lines set in the procedure type, or at the public hearing. Merely signing a petition does not constitute participation.

Pathway: A paved public or private route separated from the street right-of-way that is intended to provide pedestrian or bicycle access to adjacent streets and properties. Pathways can serve both recreational and commuter needs. Pathways may also be known as shared-use paths, walkways or pedestrian ways, and these terms may be used interchangeably throughout the SMC.

Pedestrian-scale: The placement, proportioning, and detailing of building and site design elements resulting in an environment that is comfortable and inviting to pedestrians. Examples of elements that are regulated with the intent of creating pedestrian scale include, but are not limited to: pedestrian ways, parking facilities, street furnishings, civic spaces, building entrances, building articulation, divisions between first and second building stories, weather protecting canopies or awnings, transparent storefront windows, fences, walls, and landscape screening and buffering.

Pedestrian way: A paved public or private route separated from the street right-of-way that is intended to provide pedestrian or bicycle access to adjacent streets and properties. Pedestrian ways can serve both recreational and commuter needs. Pedestrian ways may also be known as shared-use paths, walkways or pathways, and these terms may be used interchangeably throughout the SMC.

Percent of slope: The ratio of vertical distance to horizontal distance (rise divided by run times 100). For example, a 1:4 slope (one-foot rise over a four foot run times 100) is a 25 percent slope.

Pergola: A structure forming a shaded walk or passageway. Pillars support cross beams and a sturdy open lattice, upon which woody vines are typically trained. It may also be part of a building, as protection for an open terrace or civic space.



Pergola Example

Person: An individual, ~~corporation, governmental agency, business trust, estate, trust, partnership, association, two or more people having a joint or common interest,~~ or any other legal entity.

Plat: Refers to a final subdivision plat, replat, or partition plat.

Plat, partition: A final map, diagram, drawing, replat, or other writing containing all the descriptions, locations, specifications, provisions, and information concerning a partition.

Plat, subdivision: A final map, diagram, drawing, replat, or other writing containing all the descriptions, locations, specifications, dedications, provisions, and information concerning a subdivision.

Portico: A porch leading to the entrance of a building, or extended as a colonnade, with a roof structure over a walkway, supported by columns or enclosed by walls.

Practicable: Capable of being effected, feasible.

Preschool: A facility providing care for children 36 months of age to school age that is primarily educational for four hours or less per day and where no preschool child is present at the facility for more than four hours per day.

Primary entrance: [A building entrance accessible to all building users, including employees, customers, residents, and visitors, as applicable.](#)

Primary structure/store/building: The structure or building housing the largest use on a site, as determined by floor area, occupancy rating, trip generation, or similar criteria.

Private outdoor area: See ["Open space, private."](#)

Professional office: An office of a practitioner of an occupation or calling requiring the practice of an art or science through specialized knowledge based on a degree issued by an institution of higher learning.

Property line adjustment: The relocation of a common property boundary where an additional unit of land is not created and where an existing unit of land reduced in size by the adjustment complies with any applicable development district regulation.

Public facility: Public facilities include, but are not limited to, sanitary sewer, water, storm drainage, street, communication, electrical and natural gas facilities necessary to support development. There are two types of public facilities:

Public facility, major: Any public service improvement or structure developed by or for a public agency that is not defined as a minor public facility, including but not limited to electrical substations, sewer and water

treatment plants, water reservoirs, trunk lines, regional stormwater detention facilities, new or expanded public buildings designed for human occupancy that increase traffic within a neighborhood, and active park improvements such as ball fields or restroom facilities.

Public facility, minor: Minor utility structures (e.g., poles, lines, pipes); minor sewer, water and storm drainage structures and collection system improvements (e.g., pump stations, lines, maintenance holes, valves, hydrants, drains, on-site detention facilities); new or extended public streets (including lane additions); minor improvements to existing streets (e.g., overlays, catch basins, signs, control devices, widening, curbs, gutter, sidewalks); minor transit improvements (e.g., bus stops or shelters); passive park improvements (e.g., trails, benches, native plantings or picnic areas); and transportation improvements identified in the [adopted 2023 City of Sandy Transportation System Plan](#).

[Public transit stop: An existing or planned transit stop as shown in Figure 8 of the 2023 Sandy Transportation System Plan or the 2020 Sandy Transit Master Plan.](#)

~~*Quasi-judicial decision:* Similar to a court proceeding where affected parties are afforded more procedural safeguards. The quasi-judicial process is characteristic of most meetings of the Planning Commission. Personal notice must be mailed to property owners and occupants living within a prescribed distance of the affected area. Unlike legislative decisions, Planning Commission members are expected to avoid outside discussion of the business at hand, and they must declare ex parte contacts. (See "Legislative Decision.")~~

Recreational vehicle: A vacation trailer or other vehicle or portable unit built on a single chassis, which is either self-propelled or towed or is carried by a motor vehicle and which is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Recreational vehicle (area of special flood hazard): A vehicle which is: [built on a single chassis; four hundred square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.](#)

~~A. Built on a single chassis;~~

~~B. Four hundred square feet or less when measured at the largest horizontal projection;~~

~~C. Designed to be self-propelled or permanently towable by a light duty truck; and~~

~~D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.~~

Recreational vehicle park: Any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy for recreational vehicles of the general public as temporary living quarters, for recreation or vacation purposes. An RV park is intended for use on a temporary basis by campers, vacationers, or travelers.

~~*Remand:* A remand shall be conducted in compliance with the procedure type issued by the decision maker upon its initial review of the application unless otherwise specified in the remand order.~~

Replat, major: The reconfiguring of lots in a recorded subdivision plat that results in either the creation of four or more additional lots, deletion of four or more lots, or reconfiguring of four or more lots.

Replat, minor: The reconfiguring of a portion of the lots in a recorded subdivision or partition plat that results in three or fewer lots being created, deletion of three or fewer lots, or reconfiguring of three or fewer lots.

Reserve strip: A narrow strip of land overlaying a dedicated street reserved to the City for control of access until such time as additional right-of-way is accepted by the City for continuation or widening of the street.

Residential facility: A residential care facility, residential training facility, residential treatment facility, residential training facility, residential training home or residential treatment home licensed by or under the

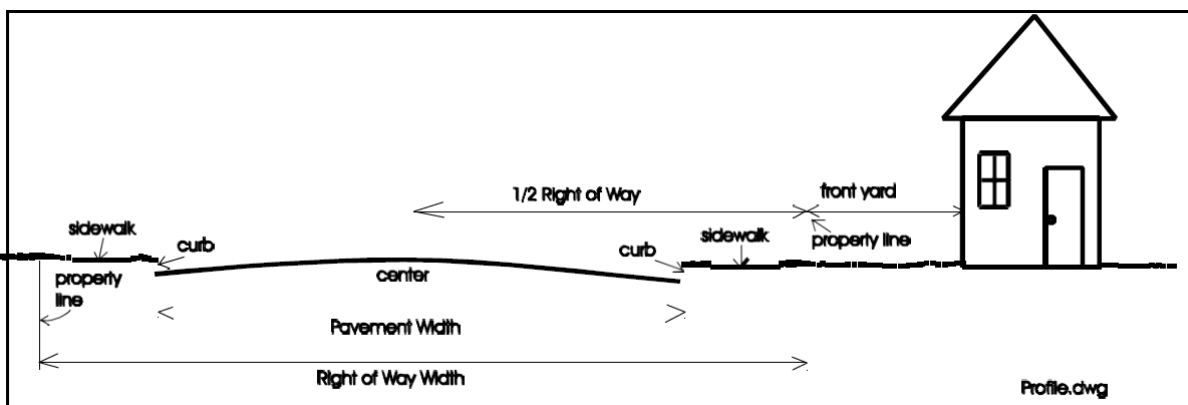
authority of the Department of Human Resources under ORS 443.000 to 443.825 which provides residential care alone or in conjunction with treatment or training or a combination thereof for five or fewer individuals who need not be related. Required staff persons shall not be counted in the number of residents and need not be related to each other, the residents or the facility owner or operator. This definition includes adult foster homes. All exclusions set forth in ORS 443.715 are excluded from this definition.

Restaurant, drive-in: A retail outlet where food or beverages are sold to a substantial extent for consumption by customers in parked motor vehicles.

Restaurant, fast food: An establishment that offers quick food service of items already prepared and held for service, or prepared, fried, griddled quickly, or heated in a device such as a microwave oven. Orders are not generally taken at the customer's table and food is generally served in disposable wrapping or containers.

Retention facility: A facility to collect and hold stormwater runoff with no surface outflow.

Right-of-way: A public way dedicated for vehicular, bicycle, or pedestrian use.



Right-of-way example

Riparian area: The area adjacent to a river, lake, or stream, consisting of the area of transition from an aquatic ecosystem to a terrestrial ecosystem.

Row house: More than two [attached](#) units, often with two stories and with ground floor access, on individual lots.

Rusticated: A texture produced in ashlar (i.e., dressed stone work) masonry with deep cut 'V' or square joints to contrast with smooth masonry.



Rusticated stone work example

Sandy Style: An architectural style developed in the City of Sandy, Oregon that expresses elements of or reflects Cascadian Architecture by adapting appropriate elements of English Arts and Crafts Style (1900—1920) and Oregon Rustic Style (1915—1940) or similar elements.

School: A facility that provides a curriculum of elementary and secondary academic instruction, including kindergartens, elementary schools, junior high or middle schools, and high schools.

Sediment: Any material that is in suspension, is being transported, or has been moved from its site of origin by water, wind, or gravity as a result of erosion.

Self-service storage facility: Real property that is designed and used for renting or leasing individual storage space to occupants who have exclusive access to the storage space to store or remove personal property. A self-service storage facility does not include a transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.

~~*Senior housing complex:* A housing development designed for or occupied solely of persons over the age of 60 years.~~

Service building: A structure in a manufactured (mobile) home or recreational vehicle park containing laundry, restrooms or showers, intended to serve the needs of the residents of the park.

Setback: The minimum allowable horizontal distance from a given point or line of reference, which for purposes of this chapter shall be the property line, to the nearest vertical wall of a building or structure, fence, or other elements as defined by this Code. [For the purposes of Chapter 17.60, the point of reference is the protected feature in the FSH Overlay District; setbacks are measured horizontally from, parallel to, and upland from the protected feature.](#)

[Shared outdoor recreation area:](#) Areas planned and improved to provide opportunities for active recreation, passive relaxation, or community interaction, and which are accessible to all residents of a development. Examples include, but are not limited to, playgrounds, exercise trails, swimming pools, play fields, tennis courts, community gardens, plazas, picnic areas, passive seating areas, and natural areas.

[Shared-use path:](#) A paved public or private route separated from the street right-of-way that is intended to provide pedestrian or bicycle access to adjacent streets and properties. Shared-use paths can serve both recreational and commuter needs. Shared-use paths may also be known as walkways, pathways, or pedestrian ways, and these terms may be used interchangeably throughout the SMC.

Shed dormer: Often used in gable-roofed structures, a shed dormer has a single-planed roof, pitched (sloping away from the structure) at a shallower angle than the main roof.

[Shed roof:](#) A single-planed roof with a continuous slope from one end of the structure to the other.

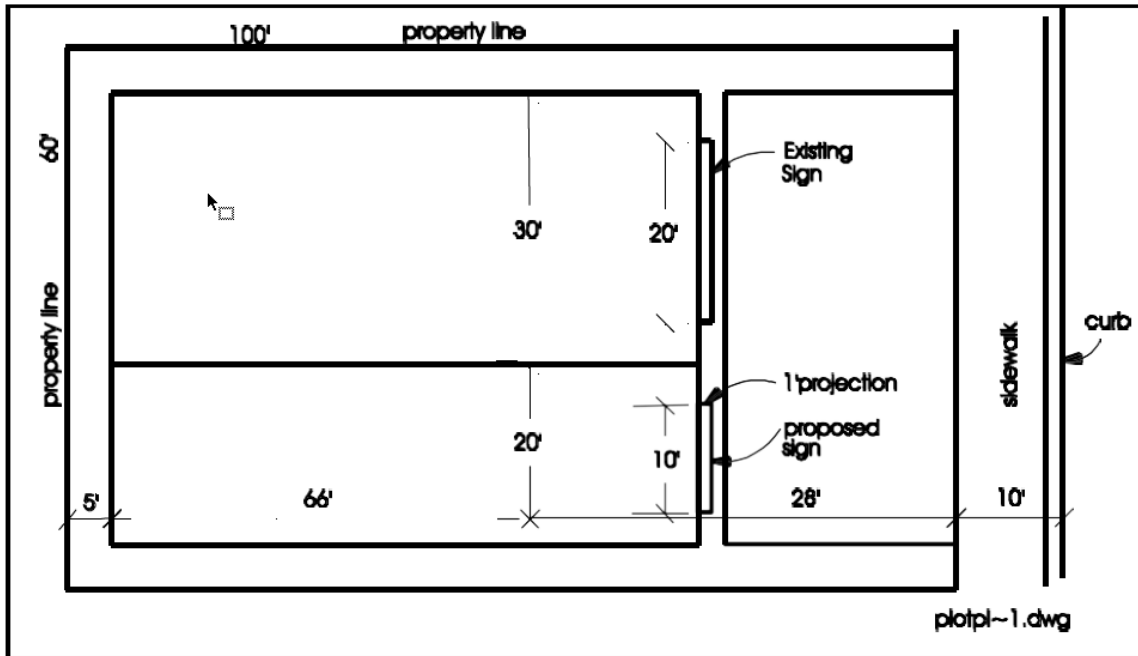
Shopping center: A grouping of retail business and service uses on a single site with common parking facilities.

[Sidewalk:](#) A paved pedestrian way, pathway, or walkway within a public right-of-way that is generally located adjacent to and separated from the roadway by a curb, drainage facility (e.g., ditch or swale), or planter strip.

Sidewalk café: An area adjacent to and directly in front of a street-level eating or drinking establishment located within the sidewalk area or pedestrian plaza area of the public right-of-way and used exclusively for dining, drinking, and pedestrian circulation.

[Single room occupancy.](#) A residential development with no fewer than four attached units (referred to as “SRO units”) that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy.

Site plan: A plan, prepared [at an approved engineering to-scale](#), showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, [natural resources such as creeks, wetlands, and topography](#), and ~~principal~~ site development features proposed for a specific parcel of land.



Site Plan Example

Site: ~~The property subject to a development permit or erosion control plan.~~ [See "Development site."](#)

Span (roof): The horizontal distance between the outside faces of bearing wall plates measured at the shortest dimension across the building.

Special flood hazard area (SFHA): See "area of special flood hazard."

Split-face concrete: Concrete masonry units or blocks with a split face, a technique that results in two blocks being manufactured as one unit and later split into two. This gives the blocks a rough face replicating the appearance of natural, quarried stone.



Split-face Concrete Example

Standing seam: A raised joint or rib on a sheet of metal roofing; provides visual relief and may help manage rainwater and snow.

Start of construction (area of special flood hazard): Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Stepped parapet: A parapet with breaks in elevation, usually in a symmetrical pattern, that provides visual relief along a building elevation and a transition between buildings of dissimilar height. May also screen rooftop equipment such as electrical and mechanical equipment.

Stockpile: On-site storage of any soil, sand, gravel, clay, mud, debris, vegetation, refuse or any other material, organic or inorganic, in a concentrated state.

Story: That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the top story shall be that portion of a building included between the upper surface of the top floor and the ceiling above.

Stream bank, top of: The land area immediately above and regularly confining a water body, including a stream, river or associated wetland. The bank has a notably steeper slope than the surrounding landscape. The "bankfull stage" means the stage or elevation at which water overflows the natural banks or streams or other waters of this state and begins to inundate the upland. In the absence of physical evidence, the two-year recurrence interval flood elevation may be used to approximate the bankfull state. The first major break in the slope between the top of the bank at waterline and the surrounding landscape shall be the "top of bank."

Stream: A channel such as a river or creek that carries flowing surface water, including perennial streams and intermittent streams with defined channels, and excluding human-made irrigation and drainage channels.

Street: Designated in the [2023](#) City of Sandy Transportation System Plan as follows:

- A. *Arterial, major/principal:* [These roadways serve the highest volume of motor vehicle traffic and are primarily used for longer distance regional trips. The only roadway in the city classified as a principal arterial is US 26. These consist of state highways, which carry nearly all vehicle trips entering, leaving, or passing through the Sandy area.](#)
- B. *Arterial, minor:* These interconnect and support the major arterial system and link major commercial, residential, industrial, and institutional areas. [These roads have a typical capacity between 8,000 and 16,000 ADT.](#)
- ~~C. *Residential minor arterial:* A hybrid between minor arterial and collector street which allows moderate to high traffic volumes on streets where over 90 percent of the fronting lots are residential. Intended to provide some relief to the strained arterial system while ensuring a safe residential environment. Right-of-way width shall not be less than 62 feet nor more than 82 feet (or 88 feet if it's a green street with swales on both sides), street shall be a minimum three-lane cross section, and may include on-street parking.~~
- ~~C.D. *Collector streets:* These provide both access and circulation within residential neighborhoods and commercial/industrial areas. [These roads have a typical capacity between 2,000 and 6,000 ADT.](#) Right-of-way width shall not be less than 44 feet nor more than 78 feet (or 82 feet if it's a green street with swales on both sides).~~
- ~~D.E. *Local streets:* The primary function is to provide access to immediately adjacent land. Service to through-traffic movement on local streets is discouraged. Right-of-way width shall be ~~50~~⁵⁴ feet (or up to ~~56-60~~ feet if it's a green street with swales on both sides). ~~Average daily traffic (ADT)~~ shall not exceed 1,000 vehicles/day. Proposed ~~projects~~^{developments} that result in more than 1,000 ADT on an existing or proposed local street shall be modified to not exceed the 1,000 ADT threshold on the local street or the proposal may be processed through the procedures in Chapter 17.66 of the Sandy Development Code. Proposed outright permitted projects in the C-1, Central Business District, are exempt from adherence to the ADT standards on local streets.~~
- ~~E.F. *Cul-de-sac:* A local street with only one outlet and having a bulb at the opposite end. ~~A cul-de-sac shall not exceed 400 feet in length nor serve more than 20 dwelling units unless a proposal is successfully processed through the procedures in Chapter 17.66 of the Sandy Development Code.~~~~
- ~~F.G. *Green street:* A street with a water quality treatment and/or conveyance swale on either one or both sides. Swales shall be a minimum of eight feet wide. ADT standards and dimensional standards shall adhere to the [standards of](#) ~~above classifications depending on~~ the street classification.~~
- G. [Complete Street: A street with facilities to support multiple modes of transportation, including motor vehicles, bicycles, and pedestrians. Complete streets are designed to accommodate multiple users and abilities.](#)

Structure: A building or other improvement that is built, constructed or installed, not including minor improvements, such as fences, utility poles, flagpoles, or irrigation system components that are not customarily regulated through zoning ordinances.

Structure (area of special flood hazard): For floodplain management purposes, a structure is a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, repair, or other improvement of a structure the cost of which equals or exceeds 50 percent of the market value of the structure, before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed.

This term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the Director or their designee and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Surface water management system: All natural and constructed facilities used to regulate the quantity and quality of surface water, including drainage easements, culverts, storm drains, catch basins, drainage ditches, natural drainage ways, stream corridors, rivers, ponds, wetlands and impoundments. A surface or stormwater facility serves one or more of three primary functions:

Detention facility: A facility to temporarily store stormwater runoff and subsequently release it at a slower rate than would otherwise occur.

Retention facility: A facility to collect and hold stormwater runoff with no surface outflow.

Water quality facility: A facility, which physically, chemically or biologically removes pollutants and sediments from stormwater before reaching natural wetlands or streams.

T1-11 siding: A composite panel (plywood) siding material with vertical grooves used extensively in the 1980s; prone to dry rot if not sealed and maintained properly.

Temporary use: A use, intended for limited duration, to be located in a zoning district not permitting such use and not constituting or continuing a nonconforming use or building.

Top of bank: See "[Stream bank, top of.](#)"

Trailer: A structure constructed for movement on public highways that has sleeping, cooking, and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962, and, in the case of a mobile home, met the construction requirements of Oregon Mobile Home Law in effect at the time of construction, but has not been demonstrated to conform to the requirements of the building code for other residences.

~~**Transfer of development rights:** The conveyance of development rights by deed, easement, or other legal instrument authorized by local or state law to another parcel of land and the recording of that conveyance.~~

Transportation System Plan (TSP): [The 2023 City of Sandy Transportation System Plan.](#)

~~**Tree:** [A woody perennial plant usually having one dominant trunk, the capacity to achieve a mature height greater than 16 feet, and primarily referred to as a tree in scientific literature.](#) Any living, standing woody plant having a trunk six inches or more in diameter, maximum cross-section, at a point 24 inches above mean ground level at the base of the trunk.~~

Truck terminal: Land and buildings used as a relay station for the transfer of a load from one vehicle to another or one party to another. The terminal cannot be used for permanent or long-term accessory storage for

principal land uses at other locations. The terminal facility may include storage areas for trucks and buildings or areas for the repair of trucks associated with the terminal.

Use: An activity or a purpose, for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Variance, area: A dispensation permitted on individual parcels of property as a method of alleviating unnecessary hardship by allowing a deviation from dimensional (i.e., height, bulk, yard, setbacks) requirements of the Code because of unusual or unique conditions.

Variance (area of special flood hazard): A grant of relief by a community from the terms of a floodplain management regulation.

Variance, special: A dispensation permitted for use of structures or buildings as a method of alleviating unnecessary hardship by allowing a reasonable use of a building or structure, which because of unusual or unique circumstances, is denied by the terms of the Code. This type of variance should not be utilized as a substitute for the rezoning process.

Vegetation, native: Vegetation that appears on a list of native vegetation species on file in the Planning Department. In contrast to native vegetation, invasive, exotic or introduced vegetation was imported to Sandy over the last few centuries, and can crowd out native vegetation species.

Vegetation removal: Removal of vegetation within constrained or unbuildable areas governed by the FSH Overlay District.

Vehicle: A device in, upon, or by which any person or property is or may be transported upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

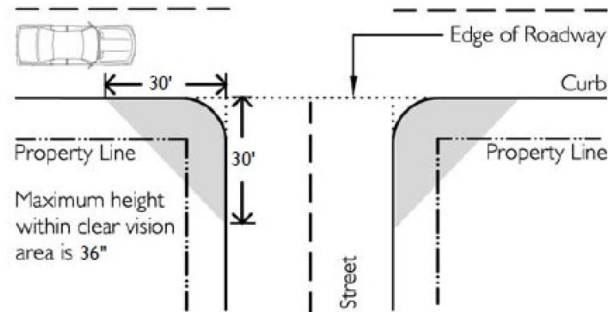
Vicinity map: A drawing or diagram, to scale, showing the location of the proposed development in relation to abutting properties, major streets and other known landmarks.

Violation (area of special flood hazard): The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

Visible (building elevation): A building elevation that can be seen from an abutting public street or civic space. ~~See related figure for "Facing (Building Elevation)."~~

[Visible transmittance: A measure of the amount of visible light transmitted through a material \(typically glass\). Information about visible transmittance typically is, or can be, provided by window manufacturers.](#)

Vision clearance area: A triangular area located at the intersection of two streets or a street and an alley; two sides of which are measured from the curb line, or when curbs are absent from the edge of asphalt. Specific distances and prohibitions on visual obstructions within vision clearance areas are contained in Chapter 17.74. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides.



Vision Clearance Example

Visual obstruction: Any fence, hedge, tree, shrub, device, wall, or structure between the elevations of three feet and eight feet above the adjacent curb height or above the elevation of gutter line of street edge where there is no curb, as determined by the City Engineer, and so located at a street, drive, or alley intersection as to limit the visibility of pedestrians or persons in motor vehicles on said streets, drives, or alleys.

[Walkway:](#) A paved public or private route separated from the street right-of-way that is intended to provide pedestrian or bicycle access to adjacent streets and properties. Walkways can serve both recreational and commuter needs. Walkways may also be known as shared-use paths, pedestrian ways, or pathways, and these terms may be used interchangeably throughout the SMC.

Warehousing and distribution: A use engaged in storage, wholesale and distribution of manufactured products, supplies and equipment, but excluding bulk storage or materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.

Water area: The area between the banks of a lake, pond, river, perennial [stream](#), or fish-bearing intermittent stream, excluding human-made farm ponds.

Water quality: Water quality for any stream or wetland is measured in terms of the Oregon Water Quality Index (OWQI). The higher the OWQI score, the higher the quality of the water. The OWQI considers the following parameters:

- A. Water temperature;
- B. Percentage and concentration of dissolved oxygen;
- C. Biochemical oxygen demand;
- D. pH;
- E. Total suspended solids;
- F. Ammonia and nitrate nitrogens;
- G. Total phosphorous; and
- H. Fecal coliforms.

Water quality is degraded when the mean OWQI score for a stream or wetland decreases (or can be expected to decrease) below existing conditions as a result of development.

Wetland: Wetlands generally include, but are not limited to, swamps, marshes, bogs, and similar wet areas. Wetlands are areas inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation. Hydrophytic vegetation typically is adapted for life in saturated soils, and under normal circumstances would be found in wetlands.

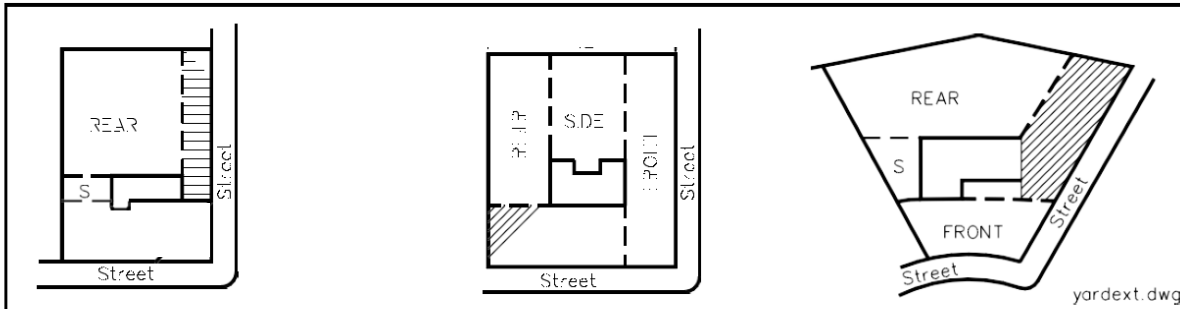
Wetland, locally significant: A wetland that meets the criteria for a "locally significant wetland" in OAR 141-86-340 "Procedures for Identifying Locally Significant Wetlands" and which is identified as such on the City of Sandy Local Wetlands Inventory (2001).

Wheel stop: A physical obstruction used to prevent a car from moving beyond a predetermined point, usually installed on the pavement.

Yard: An open space unobstructed from the ground upward except as otherwise provided in this Code.

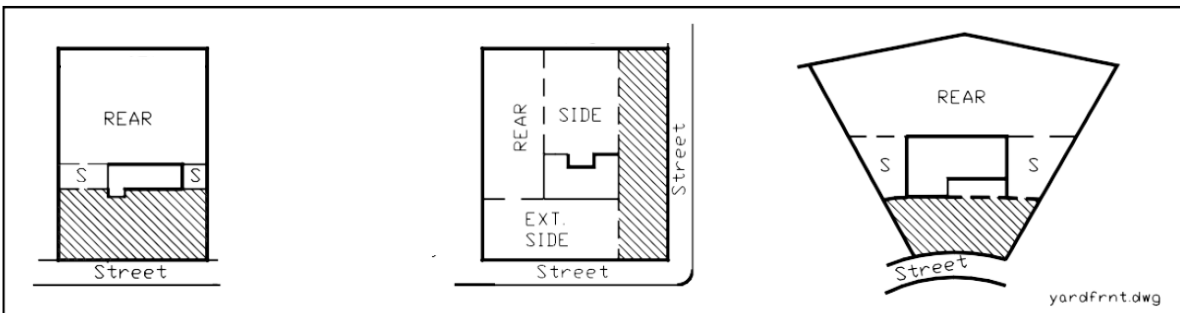
X zone (floodway): Area of minimal to moderate flood hazards as depicted on the FIRM.

Yard, exterior side: A yard extending from the front lot line to the rear lot line on the street side of a corner lot.



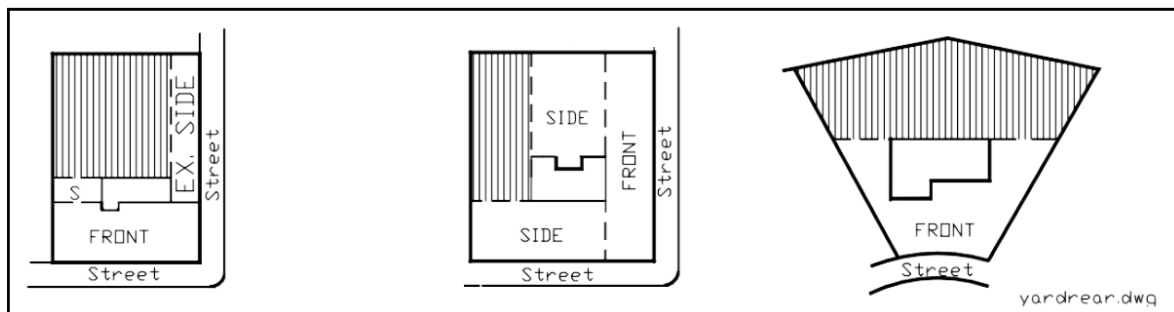
Side Yard (Exterior) Example

Yard, front: A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto at the nearest point of the ~~main~~-primary building.



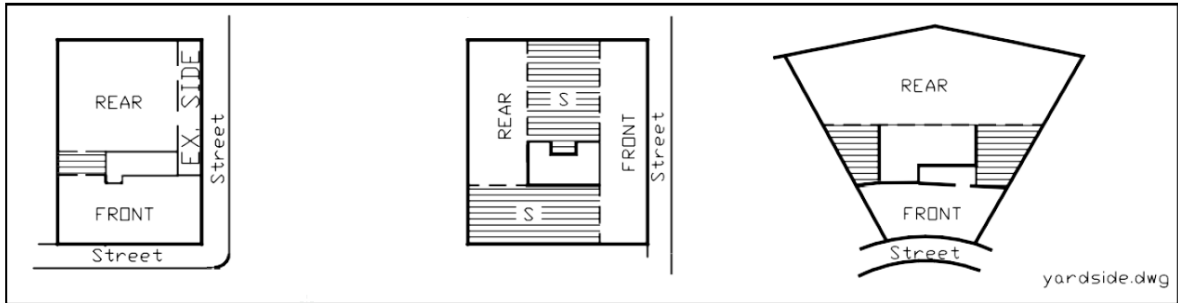
Front Yard Example

Yard, rear: A yard extending across the full width of the lot between the ~~rear main~~-primary building and the nearest point of the rear lot line.



Rear Yard Example

Yard, side: A yard between the **main-primary** building and the side lot line extending from the front yard or front lot line where no front yard is required, to the rear lot line. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line to the nearest part of the **main-primary** building.



Side Yard Example

Zoning district: An area of land **within the Sandy City limits**, designated for specific types of permitted developments, **and** subject to **the specified** development requirements **of that district as set forth in Chapter 17.30 of this Code**.

(Ord. No. 2021-03 , § 1(Exh. A), 5-17-2021; Ord. No. 2021-16 , § 1(Exh. A), 8-16-2021; Ord. No. 2022-07 , § 1(Exh. A), 5-2-2022)

CHAPTER 17.12 PROCEDURES FOR DECISION MAKING³

Sec. 17.12.00. Types of procedures for taking public action.

Three separate procedures are established for processing quasi-judicial development applications (Types I, II, and III) and one procedure (Type IV) is established for processing both legislative public actions which do not involve land use permits or which require consideration of a plan amendment, land use regulation or city policies and quasi-judicial applications.

Sec. 17.12.10. Type I—Administrative review.

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

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

Type of Applications:

- A. Design review for single-family dwellings, duplex dwellings, manufactured homes on individual lots, manufactured homes within ~~MH~~-manufactured dwelling parks, accessory dwellings and structures.
- B. Design review for exterior building remodel or addition on a commercially or industrially zoned lot, where the proposed remodel or addition meets criteria in Subsection 17.90.40.A.
- ~~C. — Adjustments less than ten percent of a quantifiable dimension which does not increase density.~~
- ~~C~~D. Flood Slope and Hillside Development-Uses listed in Subsection 17.60.40.A.
- ~~D~~E. Minor Alteration of an Historic Resource.
- ~~E~~F. Property Line Adjustments.
- ~~F~~G. Tree removal involving less than 50 trees.
- ~~G~~H. Type I FSH Review.
- ~~H~~I. Minor Partition (no new street created).
- ~~I~~J. Administrative Variance.

Sec. 17.12.20. Type II—Noticed administrative review.

Type II decisions are made by the Planning Director or designee with public notice, and an opportunity for a public hearing if appealed. An appeal of a Type II decision is heard by the Planning Commission according to the

³Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

provisions of Chapter 17.28. Notification of a Type II decision is sent according to the requirements of Chapter 17.22. If the Director contemplates persons other than the applicant can be expected to question the application's compliance with the Code, the Director may elevate an application to a Type III review.

Types of Applications:

- A. Design Review, except Type I Design Reviews under Subsection 17.12.10.B. and Type III Design Reviews under 17.12.30.
- B. Historic Preservation Provisions Procedures for Alteration of an Historic Resource.
- C. Adjustments and Variances of up to 20 percent of a Quantifiable Dimension which does not increase density.
- D. Subdivisions in compliance with all standards of the Development Code.
- E. Partitions and Minor Replats.
- F. Flood, Slope and Hillside Development and Density Transfer-Uses listed in 17.60.40.
- G. Request for Interpretation.
- H. Tree Removal Permit (greater than 50 trees).
- I. Minor Conditional Use Permit.

Sec. 17.12.30. Type III.

Type III decisions generally use discretionary approval criteria and are made by the Planning Commission after a public hearing, in accordance with the provisions of Chapter 17.20. Appeal of a Type III decision is heard by the City Council according to the provisions of Chapter 17.28. Notification of a Type III decision is sent according to the requirements in Chapter 17.22. The Planning Commission may attach certain development or use conditions beyond those warranted for compliance with the standards in granting an approval if the Planning Commission determines the conditions are necessary to avoid imposing burdensome public service obligations on the City, to mitigate detrimental effects to others where such mitigation is consistent with an established policy of the City, and to otherwise fulfill the criteria for approval. If the application is approved, the Director will issue any necessary permits when the applicant has complied with the conditions set forth in the Final Order and other requirements of this Code.

Types of Applications:

- A. Appeal of a Director's decision.
- B. Conditional Use Permit.
- C. Design Review for projects on commercially or industrially zoned lots where the applicant has requested Type III Design Review or the Director has determined that the request involves one or more deviations from the design standards in Chapter 17.90.80 or 17.90.90 (C-1 Design Standards and C-2/I-1/I-2 Design Standards) and such deviation is not subject to an Adjustment or Variance process under 17.66.
- D. Flood, Slope, and Hillside Development-Uses not listed in 17.60.20 A. and B.
- E. Major Amendment to a Specific Area Plan.
- F. Special Variance.
- G. Subdivisions and Major Replats that are elevated by the Director or not in conformance with the Development Code.

- H. Variances greater than 20 percent of a quantifiable dimension or variances which increase density.
- I. Village Concept Plan and Village Master Plan.
- J. Zoning map amendment, where the proposal comprises one parcel (or multiple parcels covering a small area) and the proposed zoning conforms to the Comprehensive Plan Map.

Sec. 17.12.40. Type IV.

Type IV decisions are usually legislative but may be quasi-judicial.

Type IV (Quasi-Judicial) procedures apply to individual properties. This type of application is generally considered initially by the Planning Commission with final decisions made by the City Council.

Type IV (Legislative) procedures apply to legislative matters. Legislative matters involve the creation, revision, or large-scale implementation of public policy (e.g., adoption of land use regulations, zone changes, and comprehensive plan amendments that apply to entire districts, not just one property). Type IV matters are typically considered first by the Planning Commission with final decisions made by the City Council. Occasionally, the Planning Commission will not consider a legislative matter prior to its consideration by the City Council.

Applications processed under a Type IV procedure involve a public hearing pursuant to the requirements of Chapter 17.20. Notification of this public hearing shall be noticed according to the requirements of Chapter 17.22 with appeal of a Type IV decision made to the state Land Use Board of Appeals according to the provisions of Chapter 17.28.

- A. The City Council shall consider the recommendation of the Planning Commission and shall conduct a public hearing pursuant to Chapter 17.20. The Director shall set a date for the hearing. The form of notice and persons to receive notice are as required by the relevant sections of this Code. At the public hearing, the staff shall review the report of the Planning Commission and provide other pertinent information, and interested persons shall be given the opportunity to present new testimony and information relevant to the proposal that was not heard before the Planning Commission and make final arguments why the matter should or should not be approved and, if approved, the nature of the provisions to be contained in approving action.
- B. To the extent that a finding of fact is required, the City Council shall make a finding for each of the applicable criterion and in doing so may sustain or reverse a finding of the Planning Commission. The City Council may delete, add or modify any of the provisions pertaining to the proposal or attach certain development or use conditions beyond those warranted for compliance with standards in granting an approval if the City Council determines the conditions are appropriate to fulfill the criteria for approval.
- C. To the extent that a policy is to be established or revised, the City Council shall make its decision after information from the hearing has been received. The decision shall become effective by passage of an ordinance.
- D. Types of Applications:
 - 1. Appeal of Planning Commission decision.
 - 2. Comprehensive Plan text or map amendment.
 - 3. Zoning District Map changes.
 - 4. Village Specific Area Plan (master plan).
 - 5. Annexations.
 - 6. Extension of City Services Outside the City Limits.

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7. Vacating of Public Lands and Plats.
 8. Zoning Map Overlay Districts.
- E. *Timing of Requests.* The City accepts legislative requests twice yearly, in March and September. The City Council may initiate its own legislative proposals at any time.
- (Ord. No. 2021-16 , § 2(Exh. B), 8-16-2021)

CHAPTER 17.18 PROCESSING APPLICATIONS⁴

Sec. 17.18.00. Procedures for processing land use applications.

An application shall be processed under a Type I, II, III or IV procedure. The differences between the procedures are associated with the different nature of the decisions as described in Chapter 17.12.

When an application and proposed development is submitted, the Director shall determine the type of procedure the Code specifies for its processing and the potentially affected agencies.

If a development proposal requires an applicant to file a land use application with the City (e.g. a design review application) and if there is a question as to the appropriate procedure to guide review of the application (e.g. a Type II versus a Type III design review process), the question will be resolved in favor of the lower type number.

If a development proposal requires an applicant to file more than one land use application with the City (e.g. a design review application and a variance) and if the development code provides that the applications are to be reviewed under separate types of procedures (e.g. a Type II design review and a Type III variance):

The Director shall elevate all of the required applications to the highest number procedure for review (e.g. the Type II design review application would be reviewed by the Planning Commission along with the Type III variance).

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Sec. 17.18.10. Coordination of permit procedure.

The Director shall be responsible for the coordination of the permit application and decision-making procedure and shall issue any necessary permits to an applicant whose application and proposed development is in compliance with the provisions of this Code. Sufficient information shall be submitted to resolve all determinations that require furnishing notice to persons other than the applicant. ~~In the case of a Type II or Type III procedure, an applicant may defer submission of details demonstrating compliance with standards where such detail is not relevant to the approval under those procedures. Before issuing any permits, the Director shall be provided with the detail required to establish full compliance with the requirements of this Code.~~

Sec. 17.18.20. Pre-application conference.

A pre-application conference is required for all Type II, III, and IV applications unless the Director determines a conference is not needed. A request for a pre-application conference shall be made on the form provided by the eCity and will be scheduled following submittal of required materials and payment of fees. The purpose of the [pre-application](#) conference is to acquaint the applicant with the substantive and procedural requirements of the Code, provide for an exchange of information regarding applicable elements of the Comprehensive Plan and

⁴Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

development requirements, and to otherwise identify policies and regulations that create opportunities or pose significant constraints for the proposed development. The Director will provide the applicant with notes from the [pre-application](#) conference [typically](#) within 10 [working](#) days of the [pre-application](#) conference. These notes may include confirmation of the procedures to be used to process the application, a list of materials to be submitted, and the applicable code sections and criteria that may apply to the application. Any opinion expressed by the Director or City staff during a pre-application conference regarding substantive provisions of the City's code is advisory and is subject to change upon official review of the application.

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Sec. 17.18.30. Land use application materials.

Unless otherwise specified in this Code, an application shall consist of the materials specified in this section, plus any other materials required by this Code.

- A. A completed application form and payment of fees.
- B. List and two sets of mailing labels of ~~Affected Property Owners~~[persons entitled to notice, pursuant to Chapter 17.22.](#)
- C. An explanation of intent, stating the nature of the proposed development, reasons for the request, pertinent background information, information required by the Development Code and other material that may have a bearing in determining the action to be taken.
- D. Proof that the applicant is the owner of the property, that the applicant has the consent of all parties in ownership of the affected property, the applicant is the contractual owner, or the applicant is an entity with condemnation authority.
- E. Legal description of the property affected by the application.
- F. Written narrative addressing applicable code chapters and approval criteria.
- G. Vicinity Map showing site in relation to local and collector streets, plus any other significant features in the nearby area.
- ~~H.F.~~ [Site plan of proposed development. The site plan shall be drawn at an approved engineering scale \(e.g., 1"=100'; 1"=50'; 1"=20'; or 1"=10'\) and shall include the applicant's entire property including:](#)
 - [1. Dimensions of the property;](#)
 - [2. Proposed building location;](#)
 - [3. Easements of record;](#)
 - [4. Parcel boundaries;](#)
 - [5. Driveway location;](#)
 - [6. Contour lines at the following minimum intervals;](#)
 - [a. Two foot intervals for slopes zero percent—14.9 percent.](#)
 - [b. Five foot or ten foot intervals for slopes between 15 percent—25 percent.](#)
 - [c. Identification of areas exceeding 25 percent.](#)
 - [7. Flood and Slope Hazard Overlay District boundaries;](#)
 - [8. Drainage, including adjacent lands;](#)

9. [Natural hazard areas, including potential flood or high ground water, landslides, erosion, drainage ways, and weak foundation soils;](#)
10. [Marsh or wetland areas, underground springs, wildlife habitat areas, including those areas detailed in DSL's Statewide Wetlands Inventory and ODFW's Conservation Opportunity Areas maps, wooded areas, and surface features such as earth mounds and large rock outcroppings;](#)
11. [Streams and stream corridors;](#)
12. [Location of trees 11-inches or greater DBH \(6-inches or greater DBH in FSH Overlay District\);](#)
13. [Additional information necessary to properly evaluate the proposal, including soils, geology, hydrologic study, photometric analysis, etc., unless waived by the Director. The requirement for additional information shall be communicated to the applicant during the pre-application conference or prior to the application being deemed complete.](#)

G. Number of Copies to be Submitted:

1. One ~~hard copy and one~~ digital copy of ~~items A through D listed above~~ all items listed above;
2. ~~Type I through Type IV:~~ Two hard copies [of all plans and elevations.](#) ~~and one digital copy of the site plan and other materials required by the Code.~~

The Director may vary the quantity of materials to be submitted as deemed necessary, [provided the required quantity is communicated to the applicant during the pre-application conference or prior to the application being deemed complete.](#)

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Sec. 17.18.40. Application acceptance and completeness review.

- A. *Acceptance.* When an application is received by the City, the Director or designee shall determine whether the following essential items are present. If the following items are not present, the application shall not be accepted by the City and it shall be returned to the applicant:
 1. The required form;
 2. The required fee;
 3. The signature of the applicant on the required form and signed written authorization of the property owner or other entity described in Subsection 17.18.30.D. if the applicant is not the owner.
- B. *Completeness Review.* After an application is accepted, the Director or designee shall review the application for completeness. If the application is incomplete, the Director or designee shall notify the applicant in writing of what information is missing within 30 days of receipt of the application, except for expedited land divisions pursuant to Section 17.18.120, and allow the applicant to submit the missing information.
- C. *Application deemed complete for review.* In accordance with the application submittal requirements, the application shall be deemed complete upon the receipt by the Director or designee of:
 1. All of the missing information identified by the Director; or
 2. Some of the missing information and written notice that no other information will be provided to the City; or
 3. Written notice that none of the missing information will be provided to the City.

- D. *Application void.* On the 181st day after first being submitted, including expedited land divisions, the application is void if the Director has notified the applicant of missing information and the applicant has not responded as described in subsection C.1., C.2., or C.3., above.

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Sec. 17.18.50. Referral and review of applications.

~~Within ten working days of~~ After accepting an application as complete, the Director shall:

- A. Transmit one copy of the application, or appropriate parts of the application, to each referral agency for review and comment, including those responsible for determination of compliance with state and federal requirements.
- B. If a Type II, III or IV procedure is required, provide for notice and hearing as set forth in Chapters 17.20 and 17.22.

Sec. 17.18.60. Staff evaluation.

The Director shall prepare a report that evaluates whether the proposal complies with the review criteria.

Sec. 17.18.70. Type II development decision.

- A. Within 60 days of the date of accepting an application, the Director shall ~~grant~~ approve or deny the request. The decision of the Director shall be based upon the application, the evidence, comments from referral agencies and affected property owners, and approvals required by others. After the decision is made, the Director shall notify the applicant and, if required, others entitled to notice of the disposition of the application. The notice shall indicate the date that the decision will take effect and describe the right of appeal pursuant to Chapter 17.28.
- B. The Director shall approve a development if ~~he~~ the Director finds that applicable approvals by other agencies with review authority have been granted and the proposed development otherwise conforms to the requirements of this Code. The notice of decision in accordance with Chapter 17.24 shall describe the reason for approval.
- C. The Director shall deny the development if required approvals are not obtained or the application otherwise fails to comply with Code requirements. The notice of decision in accordance with Chapter 17.24 shall describe the reason for denial.

Sec. 17.18.80. Type III or IV decision.

The Director shall schedule a public hearing in accordance with procedures listed in Chapter 17.20.

Sec. 17.18.90. Reapplication following denial.

Upon final denial of a development proposal or a denial of an annexation request by the City Council or the voters, a new application for the same development or any portion thereof or the same annexation or any portion thereof may not be heard for a period of one year from the date of denial. Upon consideration of a written statement by the applicant showing how the proposal has been sufficiently modified to overcome the findings for denial or that conditions have changed sufficiently to justify reconsideration of the original of a similar proposal, the Director may waive the one-year waiting period.

Sec. 17.18.100. Legislative enactments not restricted.

Nothing in Title 17 shall limit the authority of the City Council to make changes in zoning districts or requirements as part of some more extensive revision of the Comprehensive Plan or the implementing ordinances. Nothing in this article shall relieve a use or development from compliance with other applicable laws.

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Sec. 17.18.110. 120-day rule; time computation.

- A. Final Decision. Except as allowed for Type IV decisions and applications subject to Section 17.18.120, a land use decision on a "permit" as that term is defined in state law must be finalized, including resolution of any local appeal by the City Council, no later than 120 days from the date the application is deemed complete, unless the applicant requests an extension in writing.
- B. Time Computation. In computing any period of time prescribed or allowed by this Code, the day of the act or event from which the specified period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, including a holiday falling on Sunday, in which event, the period runs until close of business the next day which is not a Saturday, Sunday, or legal holiday.

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Editor's note(s)—Ord. No. 2022-07 , § 2(Exh. B), adopted May 2, 2022, renumbered former § 17.18.110 as § 17.18.120, and renumbered former § 17.18.120 as § 17.18.110.

Sec. 17.18.120. Expedited land division.

A land division shall be processed pursuant to the expedited land division procedures set forth in ORS Chapter 197 if (a) the land division qualifies as an expedited land division as that term is defined in ORS Chapter 197 and (b) the applicant requests the land division to be processed as an expedited land division. Middle housing land division applications shall be processed pursuant to the expedited land division procedures set forth in ORS Chapter 197.360 to 197.380.

- A. *Expedited land division/middle housing land division application materials.*
 - 1. An expedited land division or middle housing land division application shall consist of the materials specified in Subsection 17.100.50.C.
- B. *Expedited land division/middle housing land division application acceptance.*
 - 1. When an expedited land division or middle housing land division application is received by the City, the Director or designee shall determine whether the following essential items are present. If the following items are not present, the application shall not be accepted by the City and it shall be returned to the applicant:
 - a. The required form;
 - b. The required fee;
 - c. The signature of the applicant on the required form and signed written authorization of the property owner of record if the applicant is not the owner.
- C. *Expedited land division/middle housing land division completeness.*

1. The City shall review an application for an Expedited Land Division or Middle Housing Land Division, and, within 21 days of its receipt, notify the applicant as to whether the application is complete. If the City determines that the application contains sufficient information for review, the City shall advise the applicant in writing that the application is deemed complete and begin the application review process. If the City determines that the application is incomplete, the City shall advise the applicant in writing of the necessary missing information. The City shall begin review of the application either:
 - a. Upon receipt of all of the missing information requested by the City; or
 - b. Upon receipt of some of the missing information and a written statement from the applicant indicating that none of the other missing information will be provided; or
 - c. Upon receipt of a written statement from the applicant indicating that none of the missing information will be provided.
 2. If the application was complete when first submitted or the applicant submits the missing information identified by the City within 180 days of the date the application was first submitted, approval or denial of the application will be based on the standards and criteria that were applicable at the time the application was first submitted.
- D. *Expedited land division/middle housing land division notice of application.* Within ten days of the City's determination that an application is complete, but at least 20 days before the Director makes a decision, written notice of the application shall be mailed in accordance with the procedures in Section 17.22.80.
- E. *Expedited land division/middle housing land division decision.* Within 63 days of the City's determination that an application is complete, the Director shall approve, conditionally approve, or deny an Expedited Land Division or Middle Housing Land Division application. The decision shall: include a brief statement that explains the criteria and standards considered relevant to the decision; state the facts relied upon in rendering the decision; and explain the justification for the decision based upon the criteria, standards, and facts set forth. After seven days' notice to the applicant, the Planning Commission may, at a regularly scheduled public meeting, take action to extend the 63-day time period to a date certain for one or more applications for an expedited land division or a middle housing land division prior to the expiration of the 63-day period, based on a determination that an unexpected or extraordinary increase in applications makes action within 63 days impracticable. In no case shall an extension be to a date more than 120 days after the application was deemed complete. The decision to approve or not approve an extension is not a land use decision or limited land use decision.
- F. *Expedited land division/middle housing land division notice of decision.* Within five days after the Director renders a decision, but within the 63 days as noted in Subsection 17.18.120.C., notice of the decision shall be mailed in accordance with the procedures in Section 17.22.100. Unless appealed according to the procedures in Chapter 17.28, the Director's decision is effective on the 15th day after notice of the decision is mailed.

(Ord. No. 2022-07 , § 2(Exh. B), 5-2-2022)

Editor's note(s)—See the editor's note to § 17.18.110.

CHAPTER 17.20 PUBLIC HEARINGS⁵

Sec. 17.20.00. Background.

The following procedures are established for the conduct of legislative and quasi-judicial public hearings where such hearings are required by the provisions of this Code. In the event that this Code and a specific provision of State law address the same subject, then the requirement of State law shall be fulfilled in lieu of the procedure provided by this Code.

Sec. 17.20.10. Purpose.

- A. Describe rules of conduct, notice requirements, order of proceedings, and action required for legislative and quasi-judicial hearings; and
- B. Provide clear and consistent rules to ensure the legal rights of individual property owners and the general public are protected.

Sec. 17.20.20. Determination of hearing type.

Within seven days from the date of the Director's request, the City Attorney shall determine whether a legislative or a quasi-judicial hearing is required. Such decision shall be based upon a construction of applicable State regulations and relevant court decisions.

When more than one application has been filed at one time for a specific property or development, and any of those applications would ordinarily be heard by the Planning Commission, all of the applications (Type II and Type III) may be heard by the Planning Commission at the same meeting.

Sec. 17.20.30. Responsibility of director for hearings.

- A. Schedule and assign the matter for review and hearing;
- B. Conduct the correspondence of the hearing body;
- C. Give notice;
- D. Maintain a record and enter into the record relevant dates such as those of giving notice, hearings, postponement and continuances and a summary of action taken by the hearings body;
- E. Prepare minutes to include the decision on the matter heard and the reasons for the decision;
- F. Reduce the decisions of the hearings body to writing within a reasonable time;
- G. Mail a copy of the decision to the party requesting the same upon payment of a reasonable fee, if a fee has been established.

⁵Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2008-05, effective April 2, 2008. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Sec. 17.20.40. Applicant's responsibility.

- A. *Documents and Evidence.* All documents or evidence relied upon by the applicant shall be submitted to the local government and be made available to the public. All documents and evidence should be submitted at least 20 days in advance of the public hearing. If the applicant submits additional information, any party with standing may request that the scheduled public hearing be postponed to allow opportunity for noticed persons to review and comment.
- B. *Burden and Nature of Proof.* Except for legislative determinations, the burden of proof is upon the applicant. The proposal must be supported by proof that it conforms to any applicable elements of the Comprehensive Plan and to provisions of this Code, especially the specific criteria set forth for the particular type of decision under consideration.
- C. *Neighborhood Meetings.* Applicants intending to develop a major project within the City are strongly urged to conduct their own informational meetings in the neighborhood affected prior to submitting their application to the City.

Sec. 17.20.50. Public hearing order of proceedings.

- A. The presiding officer shall state the case and call the public hearing to order. The presiding officer may establish the time allowed for presentation of information;
- B. Any objections on jurisdictional grounds shall be noted in the record. If there is objection, the person presiding has the discretion to proceed or terminate;
- C. Disqualification shall be determined. Members shall announce all potential conflicts of interest;
- D. *Declaration of Ex Parte Contacts.* Members of the hearing body may view the area in dispute with or without notification to the parties, shall place the time, manner and circumstances of such view in the record;
- E. At the commencement of a hearing under a Comprehensive Plan or land use regulation, a statement shall be made to those in attendance that:
 1. Lists the applicable substantive criteria;
 2. States that testimony and evidence must be directed toward the criteria in the Plan or land use regulations which the person believes to apply to the decision; and
 3. States that failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes an appeal to the Council based on that issue.
- F. *Staff reports shall be presented.* City staff may also present additional information whenever allowed by the presiding officer during the proceedings;
- GE.** Presentation of information or inquiries by the applicant or applicant's representative(s);
- HF.** Presentation of information or inquiries by those persons who support the proposed action;
- IG.** Presentation of information or inquiries by those persons who oppose the proposed action;
- JH.** Presentation of information or inquiries by those persons who do not necessarily support or oppose the proposed action;
- KI.** Persons who have testified supporting or opposing the proposed change may present rebuttal testimony. The scope of material presented during rebuttal shall be limited to matters raised during the course of the

hearing. The applicant or the applicant's representative followed by those opposed to the proposed change shall first present rebuttal. The presiding officer shall limit rebuttal to avoid repetition and redundancy;

- LJ.** Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence or testimony regarding the application. [For the purposes of this section, a “participant” shall mean a person or entity that submitted written or oral comments at the public hearing; merely signing a petition does not constitute participation.](#) The Planning Commission or City Council, as applicable, shall grant such request by either continuing the public hearing or leaving the record open for additional written evidence or testimony. A continuance or extension granted pursuant to this subsection shall be subject to the limitations of ORS 227.178 unless the continuance or extension is requested or agreed to by the applicant. A party other than the applicant has the right to request only one extension and this right is waived if it is not raised at the initial evidentiary hearing;
- MK.** If the Planning Commission or City Council grants a continuance, the hearing shall be continued to a date, time and place certain at least seven days from the date of the initial evidentiary hearing. An opportunity shall be provided at the continued hearing for persons to present and rebut new evidence and testimony. If new written evidence is submitted at the continued hearing, any person may request, prior to the conclusion of the continued hearing, that the record be left open for at least seven days to submit additional written evidence or testimony for the purpose of responding to the new written evidence;
- NL.** If requested by any participant in the initial hearing, when the public hearing is not to be continued, the record shall remain open for submittal of additional written testimony for a period of seven days after the close of the hearing and may be permitted for a longer period at the discretion of the hearing authority. If the Planning Commission or City Council leaves the record open for additional written evidence or testimony, the record shall be left open for at least seven days. Any participant may file a written request with the City for an opportunity to respond to new evidence submitted during the period that the record is left open. If such a request is filed, the Planning Commission or City Council shall reopen the record pursuant to this section;
- OM.** When the hearing has ended, the hearing body shall openly discuss the issue and may further question a person submitting information or the staff if opportunity for rebuttal is provided;
- PN.** Once a hearing has been closed, no further evidence shall be received except in response to specific questions directed to staff or one of the parties to clarify earlier evidence.
- QE.** If the hearing is closed, it shall be reopened only upon a majority vote of the hearing authority and only after a reasonable showing that:
 1. There is evidence that was not reasonably available at the time of the hearing;
 2. Evidence is now available to the person seeking to reopen the hearing; and
 3. The evidence is factual, substantial, and material.
- RP.** When the Planning Commission or City Council reopens a record to admit new evidence or testimony, any person may raise new issues, which relate to the new evidence, testimony or criteria for decision-making, which apply to the matter at issue.
- SQ.** The above requirements generally refer to quasi-judicial hearings. Except as may be necessary under state law, these requirements do not apply to legislative hearings.

Sec. 17.20.60. Action by hearing authority.

- A.** Following the hearing procedure, the hearing body shall approve or deny the application or if the hearing is in the nature of an appeal, affirm, reverse or remand the decision that is on appeal. If the applicant requests or assents to an extension, the 120-day rule is tolled for the duration of the extension. Processing of a matter

under consideration may be extended for a reasonable period of time by the applicant but the total of all extensions may not exceed 245 days.

- B. If a quorum of the hearing authority does not appear for a hearing, the hearing shall automatically be continued to the date and time of the next regularly scheduled meeting.
- C. The hearing body or its designee shall approve findings of fact to include:
 1. A statement of the applicable criteria and standards against which the proposal was tested, and of the hearing body's interpretation of what would be required to achieve compliance with the criteria and standards;
 2. Findings and conclusions individually numbered. The findings may require an explanation of possible conflict between provisions of identified legal criteria and an explanation of how any such conflicts were resolved;
 3. A statement of the facts which the hearing body found establishing compliance or noncompliance with each applicable criteria and assurance of compliance with applicable standards;
 4. The decision to deny or approve the proposed change with or without conditions.

All parties shall be encouraged to prepare and submit written findings for the consideration of the hearing authority. The authority may direct staff to prepare proposed findings or, in the event that the authority does not follow staff's recommendation, the prevailing party may be directed to prepare findings.

Sec. 17.20.70. Notice of decision.

Following the signing of the Final Order and Findings of Fact, the Director shall issue a Notice of Decision that describes the decision of the hearing authority, a reference to findings leading to it, any conditions of approval, and application appeal period deadline. Subject to any requirements of state law, the notice of decision will be issued to persons who submitted written testimony and were not in attendance at the hearing, in addition to those persons who are entitled to receive a notice of decision by other provisions of this Code.

Sec. 17.20.80. Public information.

- A. A copy of these provisions shall be made available to any interested person requesting such a copy.
- B. Copies of the Rules of Procedure shall be available to the public within the hearing room prior to and during every public hearing conducted pursuant to this chapter.

Sec. 17.20.90. Rules of procedure.

- A. Formal rules of evidence shall not apply.
- B. Written exhibits, visual aids, affidavits, maps, and the like may be submitted as part of the evidence. Any signed writing presented to or received by any member of the hearing authority or by any other city agency or official outside the public hearing may be received as argument and placed in the record. Unless the hearing authority specifically allows later filing of argument, no writings received after the close of the hearing will be considered.
- C. All information received by the hearing authority shall be retained and preserved and shall be transmitted to an appellate body in the event an appeal is filed in accordance with Chapter 17.28—Appeals. True copies of original information may be substituted for original documents.
- D. All evidence and argument shall be as brief as possible, consistent with full presentation.

- E. Redundancy shall be avoided.
- F. Each person presenting information or argument shall be permitted to complete the presentation without interruption except by the presiding officer to enforce this Code.
- G. Discussion of personalities shall be avoided to the extent possible in making a complete presentation.
- H. No person present shall engage in applause, cheers, or other vocal or outward expressions of approval, or disapproval, agreement or disagreement. If any person persists in such conduct after warning by the presiding officer, such person may be expelled from the hearing.
- I. The presiding officer has complete authority to enforce these provisions to assure that a fair hearing is held including the authority to expel from the public hearing and to bar from further appearance at the public hearing any person who willfully violates any one or more of these provisions.

Sec. 17.20.100. Failure to receive notice.

The failure of an affected property owner to receive notice as provided in this section shall not invalidate such proceedings if the City can demonstrate by affidavit that such notice was given. The notice provisions of this section shall not restrict the giving of notice by other means, including posting, newspaper publication, radio and television.

Sec. 17.20.110. Rights and responsibility of hearing body and City employees.

- A. *Impartiality.* Except for Type IV legislative hearings conducted by the governing body, a party to a hearing or a member of a hearing body may challenge the qualifications of a member of the hearing body to participate in the hearing and decision regarding the matter. The challenge shall state the facts relied upon by the challenger relating to a person's bias, pre-judgment, personal interest, or other facts from which the challenger has concluded that the member of the hearing body cannot participate in an impartial manner.
- B. *Disqualification.* Except for Type IV legislative hearings conducted by the governing body, no member of a hearing body shall participate in a discussion of the proposal or vote on the proposal when any of the following conditions exist:
 1. The hearing body member or the member's spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which the member is then serving or has served within the previous two years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment;
 2. The member has a direct private interest in the proposal;
 3. For any other valid reason, the member has determined that participation in the hearing and decision cannot be done in an impartial manner.
- C. *Ex Parte Contacts.* Except for Type IV legislative hearings conducted by the governing body, the general public has a right to have hearing body members free from pre-hearing or ex parte contacts on matters heard by them. It is recognized that a countervailing public right is free access to public officials on any matter. Therefore, hearing body members shall reveal any significant pre-hearing or ex parte contacts with regard to any matter at the commencement of the public hearing on the matter. If such contacts have not impaired the member's impartiality or ability to vote on the matter, the member shall so state and shall participate or abstain in accordance with Chapter 17.20.120.

Ex parte contacts with a member of the decision making body shall not invalidate a final decision or action of the decision making body, provided that the member receiving the contact places the substance of the content of the ex parte communication in the record of the hearing and makes a public announcement of the content of the

communication and of the right of the parties to rebut the content at the first hearing where action will be considered or taken.

- D. *Abstention or Disqualification.* Except for Type IV hearings conducted by the governing body, disqualification for reasons other than the member's own judgment may be ordered by a majority of the members of a hearing body present and voting. The member who is the subject of the motion for disqualification may not vote on the motion.
- E. *Rights of Disqualified Member of the Hearing Body.*
1. An abstaining or disqualified member of the hearing body may be counted for purposes of forming a quorum. A member who represents personal interest at a hearing may do so only by physically joining the audience and vacating the seat on the hearing body. He shall make full disclosure of his status and position at the time of addressing the hearing body and shall not vote;
 2. If all members of a hearing body disqualify themselves all members present after stating their reasons for abstention or disqualification shall by so doing be re-qualified and proceed to resolve the issues;
 3. Except for Type IV legislative hearings conducted by the governing body, a member absent during the presentation of evidence in a hearing may not participate in the deliberations or final decision regarding the matter of the hearing unless the member has reviewed the evidence received.
- F. *Voting Eligibility.* When a member of the hearing authority becomes ineligible to vote due to absence from a portion of the public hearing on the proposed development, the member may revive voting eligibility by listening to the completed audio or video tape recording of the portion of the hearing missed. The member shall then announce to the hearing authority that the tapes have been listened to, thus reviving voter eligibility.

Sec. 17.20.120. Record of proceedings.

The secretary to the hearing body shall be present at each hearing and shall cause the proceedings to be recorded stenographically or electronically.

- A. Testimony shall only be transcribed if required for judicial review or if ordered by the hearing body;
- B. The hearing body shall, where practicable, retain as part of the hearing record each item of physical or documentary evidence presented and shall have the items marked to show the identity of the person offering the same and whether presented on behalf of a proponent or opponent. Exhibits received into evidence shall be retained in the hearing file until after the applicable appeal period has expired, at which time the exhibits may be released to the person identified thereon, or otherwise disposed of;
- C. The findings and order shall be included in the record;
- D. A person shall have access to the record of the proceeding at reasonable times.

CHAPTER 17.22 NOTICES⁶

Sec. 17.22.00. Intent.

The requirement for notice to affected property owners, governmental agencies, public utility or service providers, and any other person, agency, or organization that has filed with the Director a request to receive notices of hearings and has paid a reasonable fee to cover the cost of providing notice is intended to provide those persons and entities an opportunity to comment on a proposed development and to afford interested parties the opportunity to participate in the land use decision making process.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.10. Type II quasi-judicial notice.

Where a Type II quasi-judicial decision is required by this Code, notice shall be mailed to the following:

- A. The applicant or authorized agent;
- B. Any person who owns property within 300 feet of the development site;
- C. [ODOT, when the site is located within 200 feet of an ODOT facility, including right-of-way, and maintenance yards;](#)
- D. [Sandy Area Metro \(SAM\), when the site is located within 200 feet of a SAM facility;](#)
- ~~E.~~ Any other person, agency, or organization that may be designated by the Code;
- ~~F.~~ Interested parties, such as counties, state agencies, or public utility or service providers that may be affected by the specific development proposal shall receive notice of the scheduled public hearing;
- ~~G.~~ Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.20. Type III and type IV quasi-judicial notice.

Where a Type III quasi-judicial decision is required by this Code, notice shall be mailed to the following:

- A. The applicant or authorized agent;
- B. Any person who owns property within 500 feet of the development site, except an application for annexation requires notice to the owner(s) of property that is within 1,000 feet of the subject property;
- C. [ODOT, when the site is located within 200 feet of an ODOT facility, including right-of-way, and maintenance yards;](#)
- D. [Sandy Area Metro \(SAM\), when the site is located within 200 feet of a SAM facility.](#)

⁶Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2018-29, effective December 5, 2018. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

- E.C. Tenants of any existing manufactured-dwelling park for which a zoning district change is proposed;
- F.D. Any other person, agency, or organization that has filed with the Director a request to receive notices of hearings and has paid a reasonable fee to cover the cost of providing notice;
- G.E. Any other person, agency, or organization that may be designated by the Code;
- H.F. Any other person, agency, or organization that may be designated by the City Council or its agencies;
- I.G. Any other resident owner of property whom the Director determines is affected by the application;
- J.H. Any neighborhood or community organization recognized by the governing body and whose boundaries include the site;
- K.I. Interested parties, such as counties, state agencies, or public utility or service providers that may be affected by the specific development proposal shall receive notice of the scheduled public hearing;
- L.J. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.30. Type IV legislative hearing notice.

- A. The Oregon Department of Land Conservation and Development (DLCDC) shall be notified in writing of proposed Comprehensive Plan amendments and Development Code amendments before the first evidentiary hearing in accordance with OAR 660-018-0020. The notice to DLCDC shall include an affidavit of transmittal.
- B. Notice shall be sent by mail at least 20 days, but not more than 40 days, prior to the first evidentiary hearing to owners of property if the proposed action would "rezone" the property according to ORS 227.186.
- C. Additional notices may be mailed to other property owners or posted as determined appropriate by the Director based on the impact of the proposed development.

Sec. 17.22.40. Contents of notice.

The notice provided by the City shall:

- A. Explain the nature of the application and the proposed use or uses which could be authorized;
- B. List the applicable criteria from the Comprehensive Plan, if any, and the Development Code that apply to the application:
 1. Nature of the proposed development and the proposed uses that could be authorized;
 2. Legal description, address, or tax map designations;
 3. Map showing the location of a zoning change, subdivision, or proposed development;
 4. Name and telephone number of a staff member from whom additional information can be obtained;
 5. Where a zone change or subdivision is proposed, the notice shall include the statement that the hearing body may consider modifications to what was requested by the applicant.
- C. Set forth the street address or other easily understood geographical reference to the subject property;

- D. State the date, time, and location of the hearing or the date by which written comments may be submitted, as applicable to the type of land use action;
- E. For quasi-judicial notices, state that failure to raise an issue, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue, prior to the closing of the record of the proceeding, precludes an appeal based on that issue;
- F. State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost;
- G. For quasi-judicial notices, state that a copy of the staff report will be available for inspection at no cost at least seven calendar days prior to the hearing and will be provided at a reasonable cost; and
- H. Include a general explanation of the requirements for submission of testimony and the procedures for conducting the hearing.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.50. Mailing of notices.

- A. Type III and Type IV notices must be mailed at least:
 - 1. Twenty days before the evidentiary hearing; or
 - 2. If two or more evidentiary hearings are allowed, ten days before the first evidentiary hearing.
- B. Type II Limited Land Use Decision notices must be mailed at least:
 - 1. Fourteen days in advance of a pending Type II decision.

Sec. 17.22.60. Publication of notices.

A general legal notice containing a link to the City's webpage that lists upcoming public hearings shall be published in a newspaper of general circulation at least once per month. Upcoming Type III and IV public hearings, except for hardship permits per Chapter 17.70, shall be posted to the City's social media page a minimum of five days prior to the hearing.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.70. Continued hearings.

Where a hearing is continued to a date certain, no additional notice need be given.

Sec. 17.22.80 List of property owners

The applicant shall provide a certified list of property owners and mailing labels as required by notice provisions of this Code. Unless otherwise provided, addresses for a mailed notice shall be obtained from the County's real property tax records. Unless the address is on file with the Director, a person whose name is not in the tax records at the time of filing of an application, or of initiating other action not based on an application, need not be furnished mailed notice.

Sec. 17.22.90. Notice of decision.

- A. Notice of the final decision for a Type II, III, or IV application shall be mailed to the following:
1. Applicant.
 2. Owner of the subject property.
 3. Any group or individual who submitted written or verbal testimony during the comment period or at a hearing on the application.
 4. Those groups or individuals who requested notice of the decision.
- B. The notice shall include all of the following:
1. A description of the nature of the decision.
 2. An explanation of the nature of the application and the proposed use or uses which could be authorized.
 3. The street address or other easily understood geographical reference to the subject property.
 4. The name of a City representative to contact and the telephone number where additional information may be obtained.
 5. A statement that a copy of the application, all documents and evidence submitted by or on behalf of the applicant, and applicable criteria are available for inspection at no cost and will be provided at reasonable cost.
 6. A statement that the applicant and any person or organization that submitted written comments during the comment period may appeal as provided in Chapter 17.28.
 7. A statement that the decision will not become final until the period for filing a local appeal has expired.
- C. Unless appealed according to the procedures in Chapter 17.28, the decision is effective on the 12th day after the final order is issued and the notice of the decision is mailed.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.100. Expedited land division/middle housing land division notice of application.

- A. Within ten days of the City's determination that an application is complete, but at least 20 days before the Director makes a decision, written notice of the application shall be mailed to all of the following, using information from the most recent property tax assessment roll:
1. Applicant.
 2. Owners of the subject property.
 3. Owners of properties located within 100 feet of the perimeter of the subject property.
 4. Interested parties that have submitted written requests for notification.
 5. Any state agency, local government, or special district responsible for providing public facilities or services to the subject property.
- B. The notice shall include all of the following:
1. The street address or other easily understood geographical reference to the subject property.

2. The applicable criteria for the decision.
 3. The place, date, and time that comments are due.
 4. A statement that copies of all evidence relied upon by the applicant are available for review and can be obtained at cost.
 5. A statement that issues that may provide the basis for an appeal to the municipal judge must be raised in writing prior to the end of the comment period and with sufficient specificity to enable the municipal judge to respond to the issue.
 6. The name and phone number of a City contact person.
 7. A brief summary of the local decision-making process for the decision being made.
- C. The notice shall allow a 14-day period for the submission of written comments, starting from the date of mailing. All comments must be received by the City within that 14-day period.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.22.110. Expedited land division/middle housing land division notice of decision.

- A. Within 63 days from the date an expedited or middle housing land use application was deemed complete, notice of the decision shall be mailed to the following:
1. Applicant.
 2. Owners of the subject property.
 3. Owners of properties located within 100 feet of the perimeter of the subject property.
 4. Interested parties that have submitted written requests for notification.
 5. Any state agency, local government, or special district responsible for providing public facilities or services to the subject property.
- B. The notice shall include all of the following:
1. A description of the nature of the Director's decision.
 2. An explanation of the nature of the application and the proposed use or uses which could be authorized.
 3. The street address or other easily understood geographical reference to the subject property.
 4. The name of a City representative to contact and the telephone number where additional information may be obtained.
 5. A statement that a copy of the application, all documents and evidence submitted by or on behalf of the applicant, and applicable criteria are available for inspection at no cost and will be provided at reasonable cost.
 6. A statement that the applicant and any person or organization that submitted written comments during the comment period may appeal as provided in Chapter 17.28.
 7. A statement that the decision will not become final until the 14-day period for filing a local appeal has expired.
- C. Unless appealed according to the procedures in Chapter 17.28, the Director's decision is effective on the 15th day after the final order is issued and the notice of the decision is mailed.

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(Supp. No. 2, Update 2)

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

CHAPTER 17.28 APPEALS⁷

Sec. 17.28.00. Intent.

This chapter sets forth procedures for processing an appeal of a decision made by staff, the Planning Commission, or the City Council.

(Ord. No. 2022-07 , § 4(Exh. D), 5-2-2022)

Sec. 17.28.10. Request for review-appeal of decision.

- A. *Type I or Type II Procedure.* An affected party may appeal a Type I or Type II decision to the Planning Commission. Except for an expedited land division, the party must file an appeal with the Director within 12 calendar days of the date the City mails notice of the decision. The notice of appeal shall indicate the nature of the decision that is being appealed. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type I and II decisions. Appeal of an expedited land division is subject to Section 17.28.70.
- B. *Type III Procedure.* An affected party may appeal a decision of the Planning Commission to the City Council. The party must file an appeal within 12 calendar days of notice of the decision. The notice of appeal shall indicate the decision that is being appealed. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type III decisions. The City Council's decision regarding an appeal of a Planning Commission decision is final for the purposes of an appeal to the Land Use Board of Appeals.
- C. *Type IV Procedure.* A Type IV decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) or to other tribunals in accordance with Oregon law.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.28.20. Requirements of appeal application.

- A. An application for an appeal shall contain at least the following:
 - 1. An identification of the decision sought to be reviewed, including the date of the decision;
 - 2. A statement of the interest of the person seeking review and that he/she was a party to the initial proceedings;
 - 3. The specific grounds relied upon for review;
 - 4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Section 17.28.50;
 - 5. *Payment of required filing fees.* Payment of required filing fees is jurisdictional and must accompany an appeal at the time it is filed;

⁷Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2018-29, effective December 5, 2018. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

6. The name and mailing address of the person or entity appealing the decision; and
7. List and two sets of mailing labels for property owners within 300 feet of the subject property (for appeal of a Type I decision), 500 feet of the subject property for appeal of a Type II, III, or IV decision, or 1,000 feet for appeal of an annexation request. The property owner list and labels shall be obtained from a Title Company no more than seven days prior to submitting the appeal.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.28.30. Scope of review.

Except where a de novo hearing is required, an appeal is limited to a review of the record and a hearing for receipt of oral arguments regarding the record. At its discretion, the hearing body may allow an appeal to include new evidence on specific issues, or it may allow a full de novo hearing.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.28.40. Review on the record.

Unless otherwise provided under Section 17.28.50, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include:

- A. A factual report prepared by the Director;
- B. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review; and,
- C. The transcript of the hearing below, if previously prepared; otherwise, a detailed summary of the evidence, but the details need not be set forth verbatim.

The reviewing body shall make its decision based upon the record after first granting the right of argument but not the introduction of additional evidence to any party who has filed a notice of appeal. [If requested, the reviewing body shall allow the applicant and/or appellant to present an oral summary of the evidence and Code sections that support their position.](#)

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.28.50. Review consisting of additional evidence or de novo review.

- A. Except where a de novo hearing is required, the reviewing body may hear the entire matter de novo or it may admit additional testimony and evidence on specific issues if it determines that the additional testimony or other evidence could not reasonably have been presented and included in the earlier decision. The reviewing body shall consider all of the following in making such a decision:
 1. Prejudice to the parties;
 2. Convenience or availability of evidence at the time of the initial hearing;
 3. Surprise to opposing parties; and,
 4. The competency, relevancy, and materiality of the proposed testimony or other evidence.
- B. De novo hearing means a hearing at which the issues, evidence and testimony are not limited. All testimony, evidence, and other material from the prior decision shall be included in the record of the review.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

Sec. 17.28.60. Review body decision.

Upon review, the review body may by order affirm, reverse or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of the hearing body, the review body, in its order, shall set forth its finding and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter back to the hearing body for such further consideration as it deems necessary, it shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify it.

Sec. 17.28.70. Expedited land division or middle housing land division appeal.

A. *Filing an Appeal of the Director's Decision on Expedited Land Division or Middle Housing Land Division Application.*

1. Within 14 days of the date of the mailing of notice of the Director's decision on an Expedited Land Division application or a Middle Housing Land Division application, the decision may be appealed to the municipal judge by:
 - a. The applicant.
 - b. Any group or individual who submitted written comments during the 14-day comment period identified in the notice mailed pursuant to Chapter 17.22.
2. The appeal shall be submitted on a form approved by the Director, be accompanied by a deposit for costs established by the City's Master Fee Schedule and two sets of mailing labels for property owners within 100 feet of the subject property, and be received by the city no later than 5:00 p.m. on the 14th day after the notice of decision is mailed. The record from the Director's proceeding shall be forwarded to the municipal judge. New evidence shall be accepted.
3. The appeal shall include a statement of issues on appeal. The appeal statement shall explain specifically how:
 - a. The Director's decision violates the substantive provisions of land use regulations applicable to the application;
 - b. The Director's decision is unconstitutional;
 - c. The application is not eligible for review under the procedures for an expedited or middle housing land division review in Chapter 17.18; or
 - d. The parties' substantive rights have been substantially prejudiced by an error in procedure made by the City.

B. *Notice of Appeal Procedure for an Expedited Land Division or Middle Housing Land Division.*

1. Within seven days of the date an appeal is filed, City staff, on behalf of the municipal judge, shall mail written notice of the appeal to all of the following:
 - a. Applicant.
 - b. Owner of the subject property.
 - c. Appellant.
 - d. Any person or organization entitled to notice under Section 17.22.80 that provided written comments prior to the close of the public comment period identified in the notice mailed pursuant to Section 17.22.80.

- e. Any state agency, local government, or special district responsible for providing public facilities or services to the subject property.
2. The notice shall include all of the following:
 - a. The street address or other easily understood geographical reference to the subject property.
 - b. The applicable criteria for the decision.
 - c. The nature of the application and the proposed use or uses which could be authorized.
 - d. An explanation of the requirements for submission of testimony and appeal procedures.
 - e. A statement that copies of the application and all evidence and documents submitted by or on behalf of the applicant are available for review, and that copies can be obtained at cost.
 - f. The name and telephone number of a City contact person.
 - g. A statement that a person or organization that provided written comments to the Director prior to the close of the public comment period identified in Section 17.22.80, but did not file an appeal within the time set by Subsection 17.28.70.A.1., may participate in the appeal only with respect to the issues raised in the written comments submitted to the Director by that person or organization.
- C. *Appeal Procedure for an Expedited Land Division or Middle Housing Land Division.*
1. Only written evidence and argument will be accepted unless the municipal judge conducts a public hearing, in which case those parties who submitted comments on the original middle housing land division application (Director's decision) may testify.
 2. The municipal judge may use any appeal procedure that is consistent with the interests of the parties and will ensure a fair opportunity to present information and argument.
 3. The municipal judge shall provide the City an opportunity to explain the Director's decision, but the municipal judge is not limited to reviewing the Director's decision and may consider information not presented to the Director.
 4. A person or organization that provided written comments to the Director prior to the close of the public comment period identified in Section 17.22.80, but did not file an appeal within the time set by Subsection 17.28.70.A.1., may participate in the appeal only with respect to the issues raised in the written comments submitted to the Director by that person or organization.
- D. *Decision for an Expedited Land Division or Middle Housing Land Division.*
1. The municipal judge shall issue a written decision on an appeal of an Expedited Land Division application or a Middle Housing Land Division application within 42 days of the date the appeal is received by the City.
 2. Except as provided in Subsection 17.28.70.D.5., the municipal judge shall affirm, reverse, or modify the decision of the Director. Before reversing or modifying the Director's decision, the municipal judge shall make findings and conclusions clearly stating how the Director failed to properly evaluate the application or render a decision consistent with applicable criteria. The municipal judge shall seek to identify means by which the application can satisfy the applicable approval criteria.
 3. The decision of the municipal judge is final.
 4. The municipal judge's decision is not a land use decision or limited land use decision.
 5. If the municipal judge finds that the application does not qualify as an Expedited Land Division application or a Middle Housing Land Division application, the municipal judge shall remand the

- application to the appropriate initial decisionmaker for consideration as a land use application or limited land use application.
6. The municipal judge's decision may not reduce the density of an Expedited Land Division application.
 7. The municipal judge shall assess the costs of the appeal as follows:
 - a. If the municipal judge's decision materially improves the appellant's position in comparison to the Director's decision, the municipal judge shall order the City to refund the deposit for costs required by Subsection 17.28.70.A.2. to the appellant.
 - b. If the municipal judge's decision does not materially improve the appellant's position in comparison to the Director's decision, the municipal judge shall order the appellant to pay to the City the costs of the appeal that exceed deposit required by Subsection 17.28.70.A.2., up to a maximum of \$500.00.
 8. As used in subsection (7), "costs of the appeal" include the compensation paid the municipal judge and other costs incurred by the City, but not the costs incurred by other parties.
- E. *Notice of Decision of an Appeal of an Expedited Land Division or Middle Housing Land Division.*
1. Within five days after the date of the municipal judge's decision on the appeal of an Expedited Land Division application or a Middle Housing Land Division application, notice of the decision shall be mailed to all of the following:
 - a. Applicant.
 - b. Appellant.
 - c. Any person who provided testimony or evidence in a timely manner during the appeal.
 - d. Any person who requested notice of the appeal decision.
 2. The notice shall:
 - a. Summarize the decision of the municipal judge.
 - b. State that the decision may be appealed as provided in ORS 197.375.

(Ord. No. 2022-07 , § 3(Exh. C), 5-2-2022)

CHAPTER 17.30 ZONING DISTRICTS⁸

Sec. 17.30.00. Zoning district designations.

For the purposes of this title, the city is divided into districts designated as follows:

District	Symbol
<i>Parks and Open Space</i>	POS
<i>Residential</i>	
Single Family Residential	SFR
Low Density Residential	R-1
Medium Density Residential	R-2
High Density Residential	R-3
<i>Commercial</i>	
Central Business District	C-1
General Commercial	C-2
Village Commercial	C-3
<i>Industrial</i>	
Industrial Park	I-1
Light Industrial	I-2
General Industrial	I-3
<i>Overlay Districts</i>	
Cultural and Historic Resource	CHR
Flood Slope Hazard	FSH
Specific Area Plan Overlay	SAP

(Ord. No. 2021-16 , § 4(Exh. D), 8-16-2021)

Sec. 17.30.10. Zoning Map.

The Zoning Map is incorporated herein and is deemed as much a part of this Code as if fully set forth. If a conflict appears between the Zoning Map and the written portion of this Code, the written portion shall control. The map and each amendment shall remain on file [in the Planning Director's Office](#) [in the City's document archives](#).

The boundaries of all districts are established as shown on the Zoning Map, which is made a part of this Code. All notations and references and other matters shown shall be and are hereby made part of this Code.

Sec. 17.30.20. Residential density calculation procedure.

The number of dwelling units permitted on a parcel of land is calculated after the determination of the net site area and the acreage of any restricted development areas (as defined by Chapter 17.60). Limited density

⁸Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-04, effective July 3, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

transfers are permitted from restricted development areas to unrestricted areas ~~consistent~~ in accordance with the provisions of the Flood and Slope Hazard Area Overlay District, Chapter 17.60.

Calculation of Net Site Area (NSA): Net site area ~~should~~ shall be calculated in acres based upon a survey of the property boundaries excluding areas dedicated for public use.

- A. *Minimum and Maximum Dwelling Units for Sites with No Restricted Areas.* The allowable range of housing units on a piece of property is calculated by multiplying the net site area (NSA) in acres by the minimum and maximum number of dwelling units allowed in that zone.

For example: A site (NSA) containing ten acres in the Single Family Residential Zoning District requires a minimum of 30 units and allows a maximum of 58 units. (NSA x three units/acre = 30 units minimum.) (NSA x 5.8 units/acre = 58 units maximum.)

- B. *Minimum and Maximum Dwelling Units for Sites with Restricted Areas.*

1. *Unrestricted Site Area:* To calculate unrestricted site area (USA): subtract all restricted development areas (RDA) as defined by Subsection 17.60.20.A. from the net site area (NSA), if applicable.

$$\text{NSA} - \text{RDA} = \text{USA}$$

2. *Minimum Required Dwelling Units:* The minimum number of dwelling units required for the site is calculated using the following formula:

USA (in acres) x Minimum Density (Units per Acre) of Zoning District = Minimum Number of Dwelling Units Required.

3. *Maximum Allowed Dwelling Units:* The maximum number of dwelling units allowed on a site is the lesser of the results of these two formulas:

- a. NSA (in acres) x Maximum Density of Zoning District (units/acre)
- b. USA (in acres) x Maximum Density of Zoning District (units/acre) x 1.5 (maximum allowable density transfer based on Chapter 17.60)

For example: suppose a site in a zone with a maximum density of eight units per acre has six acres of unrestricted site area (USA = six) and two acres of restricted development area (RDA = two), for a total net site area of eight acres (NSA = eight). Then NSA (eight) x eight units/acre = 64 and USA (six) x eight units/acre x 1.5 = 72, so the maximum permitted number of dwelling units is 64 (the lesser of the two results).

- C. *Lot Sizes:* Lot sizes shall comply with any minimum lot size standards of the underlying zoning district.

- D. *Rounding:* A dwelling unit figure is rounded down to the nearest whole number for all total maximum or minimum figures less than four dwelling units. For dwelling unit figures greater than four dwellings units, a partial figure of one-half or greater is rounded up to the next whole number.

For example: A calculation of 3.7 units is rounded down to three units. A calculation of 4.2 units is rounded down to four units and a calculation of 4.5 units is rounded up to five units.

- E. *Duplexes:* For the purpose of calculating maximum density, duplexes shall be counted the same as a single-family residence (i.e., duplexes shall count as one dwelling unit). Accessory dwelling units (ADUs) do not count towards maximum density.

(Ord. No. 2021-03 , § 2(Exh. B), 5-17-2021)

CHAPTER 17.34 SINGLE-FAMILY RESIDENTIAL (SFR)⁹

Sec. 17.34.00. Intent.

This district is intended to implement the Low Density Residential Comprehensive Plan designation by providing for low-density residential development in specific areas of the city. The purpose of this district is to primarily allow single-family dwellings and duplexes, as urban services become available. Density shall not be less than three or more than 5.8 units per net acre.

(Ord. No. 2022-07 , § 5(Exh. E), 5-2-2022)

Sec. 17.34.10. Permitted uses.

A. *Primary Uses Permitted Outright:*

1. Single detached dwelling subject to design standards in Chapter 17.90;
2. Single detached manufactured [dwelling-home](#) subject to design standards in Chapter 17.90;
3. Duplex.
4. [Single room occupancy with up to six SRO units.](#)

B. *Accessory Uses Permitted Outright:*

1. Accessory dwelling unit subject to the provisions in Chapter 17.74;
2. Accessory structure, detached or attached subject to the provisions in Chapter 17.74;
3. Family day care, as defined in Chapter 17.10 subject to any conditions imposed on the residential dwellings in the zone;
4. Home business subject to the provisions in Chapter 17.74;
5. Livestock and small animals, excluding carnivorous exotic animals: The keeping, but not the propagating, for solely domestic purposes on a lot having a minimum area of one acre. The structures for the housing of such livestock shall be located within the rear yard and at a minimum distance of 100 feet from an adjoining lot in any residential zoning district;
6. Minor utility facility;
7. Other development customarily incidental to the primary use.

(Ord. No. 2021-03 , § 3(Exh. C), 5-17-2021)

⁹Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Sec. 17.34.20. Minor conditional uses and conditional uses.

A. Minor Conditional Uses:

1. Accessory structures for agricultural, horticultural or animal husbandry use in excess of the size limits in Chapter 17.74;
- ~~2. Single detached or attached zero lot line dwelling;~~
- ~~3.~~ Projections or free-standing structures such as chimneys, spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, flagpoles, radio and television towers, masts, aerials, cooling towers and similar structures or facilities not used for human occupancy exceeding 35 feet in height;
- ~~4.~~ Other uses similar in nature.

B. Conditional Uses:

1. Community services;
2. Funeral and interment services, cemetery, mausoleum or crematorium;
3. Golf course and club house, pitch-and-putt, but not garden or miniature golf or golf driving range;
4. ~~Hospital or home for the aged, retirement, rest or convalescent home~~ Group care and assisted living;
5. Lodges, fraternal and civic assembly;
6. Major utility facility;
7. Preschool, orphanage, kindergarten or commercial day care;
8. Residential care facility (ORS 443.000 to 443.825);
9. Schools (public, private, parochial or other educational institution and supporting dormitory facilities, excluding colleges and universities);
10. Other uses similar in nature.

(Ord. No. 2021-03 , § 3(Exh. C), 5-17-2021)

Sec. 17.34.30. Development standards.

Type		Standard
A. Minimum Lot Area	Single detached dwelling or duplex ²	7,500 square ft.
	Other permitted uses	No minimum
B. Minimum Average Lot Width	Single detached dwelling or duplex ²	60 ft.
C. Minimum Lot Frontage		20 ft.
D. Minimum Average Lot Depth	No minimum	
E. Setbacks (Main Building <u>except Garage/Carport</u>)	Front yard	10 ft. minimum
	Rear yard	20 ft. minimum
	Side yard (interior)	7.5 ft. minimum
	Corner Lot	10 ft. minimum on side abutting the street ¹
F. Setbacks (Garage/Carport)		22 ft. minimum for front vehicle access

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	15 ft. minimum if entrance is perpendicular to street 5 ft. minimum for alley or rear access
<i>G. Projections into Required Setbacks</i>	See Chapter 17.74
<i>H. Accessory Structures in Required Setbacks</i>	See Chapter 17.74
<i>I. Structure Height</i>	35 ft. maximum
<i>J. Building Site Coverage</i>	No minimum
<i>K. Off-Street Parking</i>	See Chapter 17.98

Footnote:

¹ Shall comply with ~~the clear~~-vision clearance area requirements of Chapter 17.74.

² Single room occupancies shall meet the standards applicable to single detached dwellings.

(Ord. No. 2021-03 , § 3(Exh. C), 5-17-2021; Ord. No. 2022-07 , § 5(Exh. E), 5-2-2022)

Sec. 17.34.40. Minimum requirements.

- A. Shall connect to municipal water in accordance with the 2022 Water System Master Plan.
- B. Shall connect to municipal sewer if service is currently within 200 feet of the site, as measured from the nearest property line. Sites more than 200 feet from municipal sewer, ~~may~~shall only be approved to connect to an alternative disposal system provided all of the following are satisfied:
 1. A county septic permit is secured and a copy is provided to the City;
 2. The property owner executes a waiver of remonstrance to a local improvement district and/or signs a deed restriction agreeing to complete improvements, including but not limited, to curbs, sidewalks, sanitary sewer, water, storm sewer or other improvements required under Chapter 17.84~~which directly benefit the property;~~
 3. The minimum size of the property is one acre or is a pre-existing ~~buildable~~-legal lot, as determined by the City;
 4. Site consists of a ~~buildable parcel~~ legal lot(s) created through dividing property in the city, which is less than five acres in size.

~~C. The location of any real improvements to the property shall provide for a future street network to be developed.~~

C.D. Shall have frontage or approved access to public streets.

(Ord. No. 2022-07 , § 5(Exh. E), 5-2-2022)

Sec. 17.34.50. Additional requirements.

- A. Design review as specified in Chapter 17.90 is required for all uses.
- B. Lots with 40 feet or less of street frontage shall be accessed by a rear alley or a shared private driveway.
- C. Lots with alley access may be up to ten percent smaller than the minimum lot size of the zone.

~~D. — Zero Lot Line Dwellings: Prior to building permit approval, the applicant shall submit a recorded easement between the subject property and the abutting lot next to the yard having the zero setback. This easement shall be sufficient to guarantee rights for maintenance purposes of structures and yard, but in no case shall it be less than five feet in width.~~

CHAPTER 17.36 LOW DENSITY RESIDENTIAL (R-1)¹⁰

Sec. 17.36.00. Intent.

This district is intended to implement the Low Density Residential Comprehensive Plan designation by providing low-density residential development. It is to be used as a transition between the ~~Single-Single-Family Residential zone~~ and the higher density zones ~~of a village area~~. The uses are to be fully serviced by public facilities. ~~This zone is intended to provide walkable neighborhoods with excellent linkage between residential areas, schools, parks, and village commercial. This zone is one of four zones allowed in a "Village" as designated on the Comprehensive Plan Map.~~ Density shall not be less than five or more than eight units per net acre.

(Ord. No. 2022-07 , § 6(Exh. F), 5-2-2022)

Sec. 17.36.10. Permitted uses.

A. Primary Uses Permitted Outright:

1. Single detached dwelling (subject to design standards in Chapter 17.90);
2. Single detached manufactured ~~dwelling home~~ (subject to design standards in Chapter 17.90);
3. Single detached or attached zero lot line dwelling;
4. Duplex;
5. Row houses;
6. Manufactured ~~home dwelling~~ parks (see Chapter 17.96).
7. Single room occupancy with up to six SRO units.

B. Accessory Uses Permitted Outright:

1. Accessory dwelling unit;
2. Accessory structure, detached or attached in accordance with specified size limitations (see Chapter 17.74);
3. Family day care homes, subject to any conditions imposed on the residential dwellings in the zone;
4. Home business (see Chapter 17.74);
5. Livestock and small animals, excluding carnivorous exotic animals: The keeping, but not the propagating, for solely domestic purposes on a lot having a minimum area of one acre. The structures

¹⁰Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

for the housing of such livestock shall be located within the rear yard and at a minimum distance of 100 feet from an adjoining lot in any residential zoning district;

6. Minor utility facility;
7. Other development customarily incidental to the primary use.

Sec. 17.36.20. Minor conditional uses and conditional uses.

A. *Minor Conditional Uses:*

1. Accessory structures for agricultural, horticultural or animal husbandry use in excess of the size limits in Chapter 17.74;
2. Projections or free-standing structures such as chimneys, spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, flagpoles, radio and television towers, masts, aerials, cooling towers and similar structures or facilities not used for human occupancy exceeding 35 feet in height;
3. Other uses similar in nature.

B. *Conditional Uses:*

1. Community services;
2. Funeral and interment services, cemetery, mausoleum or crematorium;
3. Golf course and club house, pitch-and-putt, but not garden or miniature golf or golf driving range;
4. ~~Hospital or home for the aged, retirement, rest or convalescent home~~ [Group care and assisted living](#);
5. Lodges, fraternal and civic assembly;
6. Major utility facility;
7. Preschool, orphanage, kindergarten or commercial day care;
8. Residential care facility (ORS 443.000 to 443.825);
9. Schools (public, private, parochial or other educational institution and supporting dormitory facilities, excluding colleges and universities);
10. Other uses similar in nature.

Sec. 17.36.30. Development standards.

Type		Standard
A. Minimum Lot Area	Single detached dwelling or duplex ³	5,500 square ft.
	Single detached zero lot line	5,000 square ft.
	Other permitted uses	No minimum
B. Minimum Average Lot Width	Single detached dwelling or duplex ³	50 ft.
	Single detached zero lot line dwelling	40 ft.
	Single attached zero lot line dwelling	30 ft.
	Other permitted uses	No minimum
C. Minimum Lot Frontage		20 ft.
D. Minimum Average Lot Depth		No minimum

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E. Setbacks	Front yard	10 ft. minimum
	Rear yard	15 ft. minimum
	Side yard (interior)	5 ft. minimum ¹
	Corner Lot	10 ft. minimum on side abutting the street ²
	Garage	22 ft. minimum for front vehicle access 15 ft. minimum if entrance is perpendicular to the street 5 ft. minimum for alley or rear access
Projections into Required Setbacks		See Chapter 17.74
Accessory Structures in Required Setbacks		See Chapter 17.74
Structure Height		35 ft. maximum
Building Site Coverage		No minimum
Off-Street Parking		See Chapter 17.98

Footnotes:

¹Excluding zero-lot line development.

²Shall comply with [the clear-vision clearance area](#) requirements of Chapter 17.74.

³[Single room occupancies shall meet the standards applicable to single detached dwellings.](#)

(Ord. No. 2022-07 , § 6(Exh. F), 5-2-2022)

Sec. 17.36.40. Minimum requirements.

- A. Shall connect to municipal water [in accordance with the 2022 Water System Master Plan](#).
- B. Shall connect to municipal sewer if service is currently within 200 feet of the site, [as measured from the nearest property line](#). Sites more than 200 feet from municipal sewer, may be approved to connect to an alternative disposal system provided all of the following are satisfied:
1. A county septic permit is secured and a copy is provided to the City;
 2. The property owner executes a waiver of remonstrance to a local improvement district and/or signs a deed restriction agreeing to complete improvements, including but not limited, to curbs, sidewalks, sanitary sewer, water, storm sewer or other improvements [required under Chapter 17.84](#) ~~which directly benefit the property~~;
 3. The minimum size of the property is one acre or is a pre-existing ~~buildable~~-[legal](#) lot, as determined by the City;
 4. Site consists of a ~~buildable parcel~~ [legal lot](#)(s) created through dividing property in the ~~City~~[city](#), which is less than five acres in size.
- ~~C. The location of any real improvements to the property shall provide for a future street network to be developed.~~
- ~~C~~D. Shall have frontage or approved access to public streets.

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(Ord. No. 2022-07 , § 6(Exh. F), 5-2-2022)

Sec. 17.36.50. Additional requirements.

- A. Design review as specified in Chapter 17.90 is required for all uses.
- B. Lots with 40 feet or less of street frontage shall be accessed by a rear alley or a shared private driveway.
- C. Lots with alley access may be up to ten percent smaller than the minimum lot size of the zone.
- D. *Zero Lot Line Dwellings*: Prior to building permit approval, the applicant shall submit a recorded easement between the subject property and the abutting lot next to the yard having the zero setback. This easement shall be sufficient to guarantee rights for maintenance purposes of structures and yard, but in no case shall it be less than five feet in width.

CHAPTER 17.38 MEDIUM DENSITY RESIDENTIAL (R-2)¹¹

Sec. 17.38.00. Intent.

This district is intended to implement the Medium Density Residential Comprehensive Plan designation by providing for medium density single-family and multi-family uses in suitable locations, where public sewer, water, and other services are readily accessible. All development shall also provide access to the surrounding neighborhood with excellent linkage between residential areas, schools, and parks. Density shall not be less than eight or more than 14 units per net acre.

(Ord. No. 2022-07 , § 7(Exh. G), 5-2-2022)

Sec. 17.38.10. Permitted uses.

- A. *Primary Uses Permitted Outright*:
 1. Single detached dwelling (subject to design standards in Chapter 17.90);
 2. Single detached manufactured [dwelling home](#) (subject to design standards in Chapter 17.90);
 3. Single detached or attached zero lot line dwelling (subject to design standards in Chapter 17.90);
 4. Row house;
 5. Duplex;
 6. Multi-family dwelling;
 7. Manufactured [home dwelling](#) parks (see Chapter 17.96).
 8. [Single room occupancy with up to six SRO units on a lot, or up to 14 SRO units per net acre, whichever is greater.](#)
- B. *Accessory Uses Permitted Outright*:

¹¹Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

1. Accessory dwelling unit subject to the provisions in Chapter 17.74;
2. Accessory structure, detached or attached subject to the provisions in Chapter 17.74;
3. Family day care homes, subject to any conditions imposed on the residential dwellings in the zone (see Chapter 17.74);
4. Home business (see Chapter 17.74);
5. Livestock and small animals, excluding carnivorous exotic animals: The keeping, but not the propagating, for solely domestic purposes on a lot having a minimum area of one acre. The structures for the housing of such livestock shall be located within the rear yard and at a minimum distance of 100 feet from an adjoining lot in any residential zoning district;
6. Minor utility facility;
7. Other development customarily incidental to the primary use.

Sec. 17.38.20. Minor conditional uses and conditional uses.

A. *Minor Conditional Uses:*

1. Accessory structures for agricultural, horticultural or animal husbandry use in excess of the size limits in Chapter 17.74;
2. Projections or free-standing structures such as chimneys, spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, flagpoles, radio and television towers, masts, aerials, cooling towers and similar structures or facilities not used for human occupancy exceeding 35 feet in height;
3. Other uses similar in nature.

B. *Conditional Uses:*

1. Community services;
2. Congregate ~~housing~~living;
3. Funeral and interment services, cemetery, mausoleum or crematorium;
4. Golf course and club house, pitch-and-putt, but not garden or miniature golf or golf driving range;
5. ~~Hospital or home for the aged, retirement, rest or convalescent home~~Group care and assisted living;
6. Lodges, fraternal and civic assembly;
7. Major utility facility;
8. Preschool, orphanage, kindergarten or commercial day care;
9. Residential care facility (ORS 443.000 to 443.825);
10. Schools (public, private, parochial or other educational institution and supporting dormitory facilities, excluding colleges and universities);
11. Other uses similar in nature.

Sec. 17.38.30. Development standards.

Type	Standard
Minimum Lot Area	No minimum

Minimum Average Lot Width	Single detached dwelling <u>or duplex</u>	50 ft.
	Single detached zero lot line dwelling	40 ft.
	Single attached zero lot line dwelling	30 ft.
	Other permitted uses	No minimum
Minimum Lot Frontage		20 ft.
Minimum Average Lot Depth		No minimum
Setbacks	Front yard	10 ft. minimum
	Rear yard	15 ft. minimum
	Side yard (interior)	5 ft. minimum ¹
	Corner Lot	10 ft. minimum on side abutting the street ²
	Garage	20 ft. minimum for front vehicle access 15 ft. minimum if entrance is perpendicular to the street 5 ft. minimum for alley or rear access
Projections into Required Setbacks		See Chapter 17.74
Accessory Structures in Required Setbacks		See Chapter 17.74
Multi-family	Landscaping	25% minimum
Structure Height		35 feet maximum
Building Site Coverage		No minimum
Off-Street Parking		See Chapter 17.98

Footnotes:

¹Excluding zero lot line development.

²Shall comply with ~~clear-the~~ vision clearance area requirements of Chapter 17.74.

(Ord. No. 2022-07 , § 7(Exh. G), 5-2-2022)

Sec. 17.38.40. Minimum requirements.

- A. Shall connect to municipal water in accordance with the 2022 Water System Master Plan.
- B. Shall connect to municipal sewer if service is currently within 200 feet of the site, as measured from the nearest property line. Sites more than 200 feet from municipal sewer, may be approved to connect to an alternative disposal system provided all of the following are satisfied:
 1. A county septic permit is to be secured and a copy is provided to the City.
 2. The property owner executes a waiver of remonstrance to a local improvement district and/or signs a deed restriction agreeing to complete improvements required under Chapter 17.84.
 3. The minimum size of the property is one acre or is a pre-existing ~~buildable~~ legal lot, as determined by the City.
 4. Site consists of a ~~buildable parcel~~ legal lot(s) created through dividing property in the City, which is less than five acres in size.

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~~C. The location of any real improvements to the property shall provide for a future street network to be developed.~~

~~C~~D. Shall have frontage or approved access to public streets.

(Ord. No. 2022-07 , § 7(Exh. G), 5-2-2022)

Sec. 17.38.50. Additional requirements.

- A. Design review as specified in Chapter 17.90 is required for all uses.
- B. Lots with 40 feet or less of street frontage shall be accessed by a rear alley or a shared private driveway.
- C. Zero Lot Line Dwellings: Prior to building permit approval, the applicant shall submit a recorded easement between the subject property and the abutting lot next to the yard having the zero setback. This easement shall be sufficient to guarantee rights for maintenance purposes of structures and yard, but in no case shall it be less than five feet in width.

CHAPTER 17.40 HIGH DENSITY RESIDENTIAL (R-3)¹²

Sec. 17.40.00. Intent.

This district is intended to implement the High Density Residential Comprehensive Plan designation by providing for housing in close proximity to retail, public amenities; major transportation routes and transit services where public sewer, water and other services are readily accessible. R-3 uses are designed to be a transition area between commercial and industrial uses and low density single family uses. Pedestrian connections are required to ensure a direct walking route to retail shops. All development shall also provide access to the surrounding neighborhood with excellent linkage between residential areas, schools, parks, and commercial. Density shall not be less than ten or more than 20 units per net acre.

Sec. 17.40.10. Permitted uses.

A. Primary Uses Permitted Outright:

- 1. Single Detached, if located on an existing legal ~~lot-of-record~~;
- 2. Single Attached Zero Lot Line;
- 3. Duplex;
- 4. Row houses;
- 5. Multi-family dwellings;
- 6. Manufactured ~~home-dwelling~~ parks;
- ~~7. Boarding houses and rooming houses;~~
- ~~8~~7. Residential facility.

¹²Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

8. Single room occupancy with up to six SRO units on a lot, or up to 20 SRO units per net acre, whichever is greater.

B. *Accessory Uses Permitted Outright:*

1. Accessory dwelling unit (see Chapter 17.74);
2. Accessory structure, detached or attached (see Chapter 17.74);
3. Family day care homes, subject to any conditions imposed on the residential dwellings in the zone;
4. Home business (see Chapter 17.74);
5. Livestock: The keeping, but not the propagating, of one horse, or one cow, or two sheep for solely domestic purposes on a lot having a minimum area of one acre. The structures for the housing of such livestock shall be located within the rear yard and at a minimum distance of 100 feet from an adjoining lot in any residential zoning district;
6. Minor utility facility;
7. Other development customarily incidental to the primary use.

(Ord. No. 2021-16 , § 5(Exh. E), 8-16-2021)

Sec. 17.40.20. Minor conditional uses and conditional uses.

A. *Minor Conditional Uses:*

1. Accessory structures for agricultural, horticultural or animal husbandry use in excess of the size limits in Chapter 17.74;
2. Projections or free-standing structures such as chimneys, spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, flagpoles, radio and television towers, masts, aerials, cooling towers and similar structures or facilities not used for human occupancy exceeding 35 feet in height;
3. Other uses similar in nature.

B. *Conditional Uses:*

1. Community services;
2. Congregate ~~housing~~ living;
3. Funeral and interment services, cemetery, mausoleum or crematorium;
4. Golf course and club house, pitch-and-putt, but not garden or miniature golf or golf driving range;
5. ~~Hospital or home for the aged, retirement, rest or convalescent home~~ Group care and assisted living;
6. Lodges, fraternal and civic assembly;
7. Major utility facility;
8. Preschool, orphanage, kindergarten or commercial day care;
9. Residential care facility (ORS 443.000 to 443.825);
10. Schools (public, private, parochial or other educational institution and supporting dormitory facilities, excluding colleges and universities);
11. Other uses similar in nature.

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Sec. 17.40.30. Development standards.

Type		Standard
Minimum Average Lot Width	Single detached dwelling	40 ft.
	Single detached zero lot line dwelling	30 ft.
	Single attached zero lot line dwelling	20 ft.
	Other permitted uses	No minimum
Minimum Lot Frontage		20 ft.
Minimum Average Lot Depth		No minimum
Setbacks	Front yard	10 ft. minimum
	Rear yard	15 ft. minimum
	Side yard (interior) ¹	5 ft. minimum ¹
	Corner Lot	10 ft. minimum on side abutting the street ²
	Garage	20 ft. minimum for front vehicle access 15 ft. minimum if entrance is perpendicular to the street 5 ft. minimum for alley or rear access
Projections into Required Setbacks		See Chapter 17.74
Accessory Structures in Required Setbacks		See Chapter 17.74
Multi-family	Landscaping	25% minimum
Structure Height		35 ft. maximum
Building Site Coverage		No maximum
Landscaping		25% minimum (See Chapter 17.92)
Off-Street Parking		See Chapter 17.98

Footnotes:

¹ Excluding zero lot line development.

² Shall comply with [the clear-vision clearance area](#) requirements of Chapter 17.74.

(Ord. No. 2022-07 , § 8(Exh. H), 5-2-2022)

Sec. 17.40.40. Minimum requirements.

- A. Shall connect to municipal water [in accordance with the 2022 Water System Master Plan](#).
- B. [Shall connect to municipal sewer if service is currently within 200 feet of the site, as measured from the nearest property line. Sites more than 200 feet from municipal sewer, may be approved to connect to an alternative disposal system provided all of the following are satisfied:](#)
1. [A county septic permit is to be secured and a copy is provided to the City.](#)
 2. [The property owner executes a waiver of remonstrance to a local improvement district and/or signs a deed restriction agreeing to complete improvements required under Chapter 17.84.](#)

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3. The minimum size of the property is one acre or is a pre-existing legal lot, as determined by the City.

4. Site consists of a legal lot(s) created through dividing property in the city, which is less than five acres in size.

~~Shall connect to municipal sewer.~~

~~C. The location of any real improvements to the property shall provide for a future street network to be developed.~~

C.D. Shall have frontage or approved access to public streets.

(Ord. No. 2022-07 , § 8(Exh. H), 5-2-2022)

Sec. 17.40.50. Additional requirements.

- A. Design review as specified in Chapter 17.90 is required for all uses.
- B. Lots with 40 feet or less of street frontage shall be accessed by a rear alley or a shared private driveway.
- C. *Zero Lot Line Dwellings*: Prior to building permit approval, the applicant shall submit a recorded easement between the subject property and the abutting lot next to the yard having the zero setback. This easement shall be sufficient to guarantee rights for maintenance purposes of structures and yard, but in no case shall it be less than five feet in width.

CHAPTER 17.42 CENTRAL BUSINESS DISTRICT (C-1)¹³

Sec. 17.42.00. Intent.

This district is intended to provide the community with a mix of retail, personal services, offices, and residential ~~uses needs of the community and its trade area~~ in the city's ~~traditional~~ historic commercial core. This district is not intended for intensive automobile or industrial uses. ~~This district is intended to provide the principal focus for civil and social functions within the community.~~

This commercial district is intended for civic uses and to provide all basic services and amenities required to keep the downtown ~~the a~~ vital center of ~~our the~~ community. While the district does not permit new low density building types, it is not intended to preclude dwelling units in buildings containing commercial ~~activities~~ uses. ~~All development and uses shall be consistent with the intent of the district, as well as compatible with the space, access and exposure constraints and opportunities of the central city.~~

Sec. 17.42.10. Permitted uses.

A. Primary Uses Permitted Outright—Residential:

1. Attached row houses existing prior to adoption of this Code;
2. Duplexes existing prior to adoption of this Code;
3. Residential Care Facility;
4. Residential dwellings ~~attached to~~ above a commercial business;
5. Single Attached (Zero Lot Line, 2 Units) existing prior to adoption of this Code;
6. Single Detached existing prior to adoption of this Code;
7. Single Detached (Zero Lot Line) existing prior to adoption of this Code.

B. Primary Uses Permitted Outright—Commercial in buildings with up to 30,000 square feet of gross floor area and without drive-through facilities:

1. Retail uses, including but not limited to:
 - a. Automotive trailer, recreational vehicle, motorcycle sales and rental;
 - b. Convenience market/store;
 - c. Eating and drinking establishment including fast-food and high-turnover sit down restaurants but excluding drive-up/drive-through uses;
 - d. Grocery store or supermarket.
2. Service and professional businesses and organizations, including but not limited to:
 - a. Athletic club, indoor recreation, or entertainment;

¹³Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

- b. Automotive repair and service;
 - c. Commercial day care facility;
 - d. Community services;
 - e. Education facility (e.g., pre-school, school, college);
 - f. Financial institution;
 - g. Medical facility (e.g., clinic, hospital, laboratory);
 - h. Professional or general business office;
 - i. Social organization.
3. Manufacturing, assembly, processing, and production that do not produce significant levels of noise or odor beyond the boundaries of the site, including but not limited to:
 - a. Brewery, distillery, or winery with pub/tasting room.
 4. Bus station or terminal.
 5. Group care and assisted living.
 6. Minor public facility.
 7. Nursery/greenhouse.
 8. Outdoor recreation.
 9. Overnight lodging.
 10. Park and ride station.
 11. Parking lot or garage (when not an accessory use).
 12. Public park, plaza, playground or recreational area, and buildings.
 13. Warehousing and distribution facilities for wholesale merchandise.
 14. Other uses similar in nature.
- C. *Accessory Uses Permitted Outright:*
1. A use customarily incidental and subordinate to a principal use permitted outright.
 2. Outdoor display or storage of merchandise covering no more than ten percent of the total retail sales area.
 3. Accessory dwelling unit.
 4. Accessory structures, detached or attached.
 5. Family day care homes, subject to any conditions imposed on the residential dwellings in the zone.
 6. Home businesses.
 7. Parking lot or garage (when associated with development).

Sec. 17.42.20. Minor conditional uses and conditional uses.

- A. *Minor Conditional Uses:*
1. Brewery, distillery, or winery without pub/tasting room;

2. Congregate ~~housing~~ living;
3. Outdoor product display or storage of merchandise covering greater than ten percent of the total retail sales area;
4. Other uses similar in nature.

B. *Conditional Uses:*

1. Automotive fueling station;
2. Buildings designed for one or more occupants with more than 30,000 square ft. of gross floor area;
3. Drive-up/drive-in/drive-through (drive-up windows, kiosks, ATM, restaurants, car wash, quick vehicle servicing, and similar uses);
4. Major public facility;
- ~~5. Multi-family dwellings not contained within a commercial building;~~
- ~~5~~6. Wholesale lumber or building materials;
- ~~6~~7. Other uses similar in nature.

Sec. 17.42.30. Development standards.

A.

Type	Standard
<i>Residential—Not Above Commercial Building</i>	
Density/Lot Dimension	In conformance with Chapter 17.40 (R-3)
Setbacks	In conformance with Chapter 17.40 (R-3)
Lot Coverage	No maximum
Structure Height	45 ft. maximum
Landscaping	20% minimum
Off-Street Parking	See Chapter 17.98
<i>Commercial</i>	
Lot Area	No minimum
Lot Dimension	No minimum
Setbacks	No minimum ¹ ; maximum 10 ft.
Lot Coverage	No maximum
Landscaping	10% minimum (includes required civic space in Section 17.90.110.)
Structure Height	45 ft. maximum
Off-Street Parking	See Chapter 17.98
Design Review Standards	See Section 17.90.110

Footnote:

¹ Unless abutting a more restrictive zoning district or as required to maintain [the](#) vision clearance [area](#).

B. *Special Setbacks—Side or Rear Yard Abutting a More Restrictive District.*

1. Property abutting a more restrictive zoning district shall have the same yard setback as required by the abutting district. An additional ten feet shall be added for each ten foot increment in building height over 35 feet.
2. Measurement of the height transition area shall be made between the foundation of the proposed building and the property line of the abutting district.
3. When the proposed structure has different sections that have different heights, the height transition area shall be measured for each vertical surface as if it were to be freestanding. The building then must be located on the site so that no section is closer to the abutting property line than it would be if the section was freestanding.
4. The required buffering and screening and utilities may be located within the height transition area. Off-street parking, accessory structures and incidental development may be located within the height transition area but not any areas designated as buffering and screening area.

CHAPTER 17.44 GENERAL COMMERCIAL (C-2)¹⁴

Sec. 17.44.00. Intent.

This district is intended to provide for a wide range of commercial ~~activities in a community scale shopping center and for commercial~~ uses and related services and businesses, which require large land areas for structures and parking facilities, and rely on direct automobile access. This district is not intended ~~for~~ exclusively for residential uses, although mixed-use developments are encouraged.

Sec. 17.44.10. Permitted uses.

- A. *Primary Uses Permitted Outright—Residential:*
1. Multi-family dwellings above a commercial business.
- B. *Primary Uses Permitted Outright in buildings with less than 60,000 square ft. of gross floor area:*
1. Retail businesses, including but not limited to:
 - a. Automotive fueling station;
 - b. Automotive, trailer, recreational vehicle, and motor cycle sales and rental;
 - c. Convenience market/store;
 - d. Drive-up/drive-in/drive-through (drive-up windows, kiosks, ATM, restaurants, car wash, quick vehicle servicing, and similar uses);
 - e. Eating and drinking establishments including fast-food and high-turnover sit down restaurants;
 - f. Grocery store or supermarket.
 2. Service and professional businesses and organizations, including but not limited to:
 - a. Athletic club, indoor recreation, or entertainment;
 - b. Automotive repair and service;
 - c. Commercial day care facility;
 - d. Community services;
 - e. Education facility (e.g., pre-school, school, college);
 - f. Financial institution;
 - g. Medical facility (e.g., clinic, hospital, laboratory);
 - h. Professional or general business office;
 - i. Social organization.

¹⁴Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2019-21, effective November 20, 2019. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

3. Manufacturing, assembly, processing, and production that do not produce significant levels of noise or odor beyond the boundaries of the site, including but not limited to:
 - a. Brewery, distillery, or winery, with or without pub or tasting room.
 4. Bus station or terminal.
 5. Group care and assisted living.
 6. Minor public facility.
 7. Nursery/greenhouse.
 8. Outdoor recreation.
 9. Overnight lodging.
 10. Park and ride station.
 11. Parking lot or garage (when not an accessory use).
 12. Public park, plaza, playground or recreation area, and buildings.
 13. Trucking terminal, distribution center, or transit center.
 14. Warehousing and distribution facilities for wholesale merchandise.
 15. Wholesale lumber or building materials yard.
 16. Other uses similar in nature.
- C. *Accessory Uses Permitted Outright:*
1. A use customarily incidental and subordinate to a use permitted outright;
 2. Outdoor product display or storage of merchandise covering no more than 20 percent of the total lot area;
 3. Parking lot or garage (when associated with development).

Sec. 17.44.20. Minor conditional uses and conditional uses.

- A. *Minor Conditional Uses:*
1. Outdoor product display or storage of merchandise covering greater than 20 percent of the total lot area.
 2. Other uses similar in nature.
- B. *Conditional Uses:*
1. Buildings designed for one or more occupants with more than 60,000 square ft. of gross floor area.
 2. Major public facility.
 3. Traveler accommodation facilities including campgrounds, overnight travel parks, and recreational vehicle parks.
 4. Other uses similar in nature.

(Ord. No. 2021-16 , § 6(Exh. F), 8-16-2021)

Sec. 17.44.30. Development requirements.

A.

Type	Standard
Lot Area	No minimum
Lot Dimension	No minimum
Setbacks ¹	
Front	10 ft. minimum; 50 ft. maximum
Side	None
Rear	None
Corner	15 ft. minimum
Outside Display/Sales Lot Area	80% maximum
Lot Coverage—Impervious Area	No maximum
Landscaping	20% minimum (includes required civic space in Section 17.90.120)
Structure Height	55 ft. maximum
Off-Street Parking	See Chapter 17.98
Design Review Standards	See Section 17.90.120

Footnote:

¹ Unless abutting a more restrictive zoning district, or as required under Section 17.90.120 Design Standards for C-2.

B. *Special Setbacks—Side or Rear Yard Abutting a More Restrictive District.*

1. Property abutting a more restrictive zoning district shall have the same yard setback as required by the abutting district. An additional ten feet shall be added for each ten foot increment in building height over 35 feet;
2. Measurement of the height transition area shall be made between the foundation of the proposed building and the property line of the abutting district;
3. When the proposed structure has different sections that have different heights, the height transition area shall be measured for each vertical surface as if it were to be freestanding. The building then must be located on the site so that no section is closer to the abutting property line than it would be if the section was free-standing;
4. The required buffering and screening and utilities may be located within the height transition area. Off-street parking, accessory structures and incidental development may be located within the height transition area but not any areas designated as buffering and screening area.

CHAPTER 17.46 VILLAGE COMMERCIAL (C-3)¹⁵

Sec. 17.46.00. Intent.

The intent of the village commercial district is primarily oriented to serve residents of the village and the ~~immediately~~ surrounding residential area. The Village Commercial ~~area-zoning district~~ is intended to help form the core of the villages. Allowing a mixture of residential uses beside and/or above commercial uses will help create a mixed-use environment, which integrates uses harmoniously and increases the intensity of activity in the area. The orientation of the uses should integrate pedestrian access and provide linkages to adjacent residential areas, plazas and/or parks, and amenities.

Sec. 17.46.10. Permitted uses.

A. Primary Uses Permitted Outright—Residential:

- ~~1. Single family dwelling or duplex above, beside or behind a commercial business;~~
- 1.2. Multi-family Residential dwellings above, ~~beside or behind~~ a commercial business.

B. Primary Uses Permitted Outright—Commercial (in buildings with up to 7,500 square feet of gross floor area):

1. Retail uses, including but not limited to:
 - a. Automotive, trailer, recreational vehicle, motorcycle sales and rental;
 - b. Convenience market/store;
 - c. Eating and drinking establishment including fast-food and high-turnover sit down restaurant but excluding drive-through;
 - d. Grocery store or supermarket.
2. Service and professional businesses and organizations, including but not limited to:
 - a. Athletic club, indoor recreation, or entertainment;
 - b. Automotive repair and service;
 - c. Commercial day care facility;
 - d. Community services;
 - e. Education facility (e.g., pre-school, school, college);
 - f. Financial institution excluding drive-through;
 - g. Medical facility (e.g., clinic, hospital, laboratory);
 - h. Professional or general business office;
 - i. Social organization.

¹⁵Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-11, effective December 18, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

3. Manufacturing, assembly, processing, and production that do not produce significant levels of noise or odor beyond the boundaries of the site, including but not limited to;
 - a. Brewery, distillery, or winery with pub/tasting room.
4. Bus station or terminal.
5. Group care and assisted living.
6. Minor public facility.
7. Overnight lodging.
8. Park and ride station.
9. Parking lot or garage (when not an accessory use).
10. Other uses similar in nature.

C. *Accessory Uses Permitted Outright:*

1. A use customarily incidental and subordinate to a principal use permitted outright.
2. Outdoor display or storage of merchandise covering no more than ten percent of the total retail sales area.
3. Accessory dwelling units, detached or attached.
4. Accessory structures.
5. Family day care homes, subject to any conditions imposed on the residential dwellings in the zone.
6. Home businesses.
7. Parking lot or garage (when associated with development).

(Ord. No. 2021-03 , § 4(Exh. D), 5-17-2021)

Sec. 17.46.20. Minor conditional uses and conditional uses.

A. *Minor Conditional Uses:*

1. Congregate ~~housing~~ living.
- ~~2. Multi-family dwellings not located above a commercial business and occupying no more than 30 percent of the C-3 district area in a village.~~
23. Nursery/greenhouse.
34. Outdoor product display or storage of merchandise covering greater than ten percent of the total retail sales area.
45. Outdoor recreation.
56. Public park, plaza, playground or recreational area, and associated buildings.
67. Other uses similar in nature.

B. *Conditional Uses:*

1. Automotive fueling stations.
2. Buildings designed for one or more occupants with more than 7,500 square feet of gross floor area.

3. Drive-through facilities in conjunction with a bank, savings and loan, credit union, or an eating and drinking establishment on a site abutting a state highway, subject to all other applicable provisions of the Sandy Development Code and the following special conditions:
 - a. No drive-through facility will be permitted unless the development site is at least two acres in size and only one drive-through facility shall be allowed on each development site.
 - b. Each drive-through facility shall be oriented to the adjacent public street and shall be otherwise designed to prioritize pedestrian access and circulation over vehicular access and circulation. Pedestrians shall not have to cross drive-through lanes to access entry doors.
 - c. A drive-through facility may be conditioned to operate during hours that do not negatively impact adjacent residential uses in terms of noise and lighting.
 - d. Each drive-through facility may have only one drive-through lane, which shall not be positioned between the primary building and a local residential street.
4. Major public facility.
5. Other uses similar in nature.

Sec. 17.46.30. Development standards.

A.

Type	Standard
<i>Residential—Not in Conjunction with a Commercial Business</i>	
Lot Dimension	In conformance with Chapter 17.40 (R-3)
Setbacks	In conformance with Chapter 17.40 (R-3)
Lot Coverage	No minimum
Structure Height	45 ft. maximum
Landscaping	20%
Off-Street Parking	See Chapter 17.98
<i>Commercial</i>	
Lot Area	No minimum or maximum
Lot Width	No minimum
Lot Depth	Maximum 100 ft. recommended;
Lot Coverage	No maximum
Setbacks ¹	No minimum; maximum 20 ft.
Structure Height	45 ft. <u>maximum</u>
Landscaping	10% <u>minimum</u> (includes required civic space per 17.90.110.)
Off-Street Parking	See Chapter 17.98
Design Review Standards	See Section 17.90.110

Footnote:

¹ Unless abutting a more restrictive zoning district or as required to maintain [the](#) vision clearance [area](#).

B. Special Setbacks—Side or Rear Yard Abutting a More Restrictive District

1. Property abutting a more restrictive zoning district shall have the same yard setback as required by the abutting district. An additional ten feet shall be added for each ten foot increment in building height over 35 feet;
2. Measurement of the height transition area shall be made between the foundation of the proposed building and the property line of the abutting district. When the proposed structure has different sections that have different heights, the height transition area shall be measured for each vertical surface as if it were to be free-standing. The building then must be located on the site so that no section is closer to the abutting property line than it would be if the section was free-standing;
3. The required buffering and screening and utilities may be located within the height transition area. Off-street parking, accessory structures and incidental development may be located within the height transition area but not any areas designated as buffering and screening area.

CHAPTER 17.54 SPECIFIC AREA PLAN OVERLAY¹⁶

Sec. 17.54.00. Specific area plan development and approval process.

- A. *Purpose.* The purpose of a specific area plan overlay zone is to allow development and approval of specific area plans in the city. A specific area plan is a master plan coordinating and directing development in terms of transportation, utilities, open space and land use, however, no phasing or timeline is required. Specific area plans may be located anywhere within the Urban Growth Boundary and are intended to promote coordinated planning concepts and pedestrian-oriented mixed-use development.
- B. *Initiation.* The process to establish a specific area plan shall be initiated by the City Council. The Planning Commission or interested property owners may submit requests to the City Council to initiate the specific area plan process. If owners request initiation of a specific area plan process, the City Council may require an application fee to cover the cost of creating the plan.
- C. *Advisory Committee.* The City Council may appoint an advisory committee to guide development of the plan. The advisory committee may include persons representing affected property owners, neighbors, City staff, agencies, special districts and the community at large. The role of the committee is advisory to the Planning Commission and the City Council.
- D. *Adoption.* A specific area plan shall be adopted through a Type IV process, and shall be evaluated for compliance with the criteria for zoning district amendments and/or comprehensive plan amendments where applicable.
- E. *Map identification.* A specific area plan overlay zone is identified on the City of Sandy Zoning Map with a specific border around the perimeter of the plan area and a letter "S" depicted approximately in the center of the plan area. A report that includes the specific area plan and relevant development standards shall be adopted as an exhibit to the ordinance approving the overlay zone district.
- F. *Comprehensive Plan Amendment.* A specific area plan is similar to a master plan and does not automatically require a comprehensive plan amendment. A comprehensive plan amendment shall only be required if a need for such an amendment is identified during development of the specific area plan.
- G. *Compliance with Specific Area Plan Standards and Procedures.* New construction and land divisions shall meet any development, land division and design standards of the applicable specific area plan. Base zone and land division standards shall apply where no different standard is referenced for the specific plan area.
- H. *Specific Area Plan Standards.* Specific standards for adopted specific area plans are defined below.

Sec. 17.54.10. Specific area plan content.

At a minimum, a specific area plan shall include the following text and diagrams:

- A. *Plan Objectives.* A narrative shall set forth the goals and objectives of the plan.
- B. *Site and Context.* A map of the site and existing context shall identify the project area.

- C. *Land Use Diagram.* The land use diagram shall indicate the distribution and location of planned land uses, including open space and parks, within the area covered by the specific area plan.
- D. *Density.* If residential uses are proposed, a narrative shall describe planned residential densities.
- E. *Facilities Analysis.* The plan shall include an analysis of the general location and extent of major components of sanitary sewer, water, and other essential facilities proposed to be located within the specific plan area and needed to support the land uses and densities described in the plan. A review of existing facilities master plans shall be sufficient if these master plans indicate there is adequate capacity to serve the specific plan area.
- F. *Circulation/Transportation Diagram.* The circulation diagram shall indicate the proposed street pattern for the specific area plan area, including pedestrian pathways and bikeways. Design standards and street cross sections shall be included, if different than normal City standards.
- G. *Market Analysis.* Specific area plans that include amendments to the zoning map affecting the acreage of Village Commercial (C-3) land within the plan area shall include a market analysis of supportable retail space that verifies demand for the proposed acreage of C-3 land. The analysis should include a market delineation, a regional and local economic review, and a retail market evaluation.
- H. *Design and Development Standards.* If standards differ from normal City standards, design and development standards shall be included in the plan.

Sec. 17.54.20. Land use review.

The review procedures outlined in Chapter 17.12, Procedures for Decision Making, shall apply for all development subject to a specific area plan overlay zone, unless modified below.

- A. *Type I.* The Director, at his or her discretion, may refer a Type I application to the Planning Commission for a public hearing. In addition to the procedures detailed in Section 17.12.10, the following activities shall be reviewed administratively.
 - 1. Administrative amendments to a specific area plan, as defined by Section 17.54.30.A.
- B. *Type II.* The Director, at his or her discretion, may refer a Type II application to the Planning Commission for a public hearing. In addition to the procedures detailed in Section 17.12.20, the following activities shall be reviewed administratively with notices to neighboring property owners.
 - 1. Minor amendments to a specific area plan, as defined by Section 17.54.30.B.
- C. *Type III.* In addition to the procedures detailed in Section 17.12.30, the following activities shall be reviewed by the Planning Commission as either a quasi-judicial or legislative amendment.
 - 1. Major amendments to the specific area plan, as defined by Section 17.54.30.C.

Sec. 17.54.30. Amendments and adjustments to the specific area plan.

Amendments to an approved specific area plan are classified as administrative, minor, or major amendments.

- A. *Administrative Amendments.* The ~~City Planning~~ Director may approve administrative amendments pursuant to the Type I procedures of the Sandy Development Code. Administrative amendments include:
 - 1. Street, easement, sidewalk, and trail relocations that result in a location change of less than 50 feet from what is depicted on specific area plan diagrams.

2. Public park relocations that result in a location change of less than 100 feet from what is depicted on specific area plan diagrams.
 3. Increases in the size of public neighborhood parks, provided that transportation connections remain consistent with the specific area plan.
 4. Reductions in the size of public neighborhood parks, provided the reductions are less than ten percent of park area depicted on specific area plan diagrams.
 5. Changes related to street trees, street furniture, fencing, or signage that were approved as part of the specific area plan.
 6. A change in the utility plan other than what would be necessary for other authorized adjustments.
- B. *Minor Amendments.* A minor amendment to a specific area plan shall be processed as a Type II land use decision. The decision shall include findings demonstrating that the change will not adversely affect:
1. The purpose and objectives of the specific area plan, and
 2. The functioning of the specific area plan, and
 3. The coordination of transportation and infrastructure provision to properties within the specific plan area.

Minor amendments are those that result in any of the following:

- a. A change in the circulation/transportation plan that requires a required transportation element including local street, easement, sidewalk or trail to be shifted 50 to 100 feet in any direction from what is depicted on the specific area plan circulation/transportation diagram.
- b. A change in the land use diagram that reduces the size of a public park or facility more than ten percent, or moves the location more than 100 feet from the location depicted on the land use diagram.

- C. *Major Amendment.* A major amendment to a specific area plan shall be processed as a Type III Procedure affecting the existing specific area plan. The amendment shall follow either quasi-judicial or legislative procedures and meet plan amendment and zone change criteria. Findings must demonstrate that the change will not adversely affect:

1. The purpose and objectives of the specific area plan, and
2. The functioning of the specific area plan, and
3. The coordination of transportation and infrastructure provision to properties within the specific plan area.

Major amendments are those that result in any of the following:

- a. A change in a land use plan boundary or density, unless as part of the original approvals an alternative design was approved outlining acceptable plan designation options (e.g. a residential use may be approved on a park site).
- b. A change in the circulation/transportation plan that causes a required transportation element, including a trail, to be added, eliminated or moved more than 100 feet from the location depicted on the specific area plan circulation/transportation diagram.

- c. A change in the [Bornstedt Village Overlay](#) Parks Plan that adds or eliminates a designated public park or facility.
- d. A change in development standards, except those set forth as minor or administrative amendments.
- e. Increase or decrease in density, as much as 20 percent over or under density permitted by an underlying zoning district.
- f. Other amendments to the specific area plan not defined as administrative or minor amendments.

Sec. 17.54.40. Bornstedt Village Overlay (BVO) district.

The City of Sandy developed a specific area plan for [the](#) Bornstedt Village, a mixed-use neighborhood located south of downtown Sandy surrounding the intersection of Hwy 211 and Bornstedt Road, as depicted on the City of Sandy Zoning Map. The Bornstedt Village Specific Area Plan Report, the background document that includes Figures referenced in this Chapter, is available for review in [the City of Sandy Planning Department Hall](#).

Sec. 17.54.50. BVO intent.

The Bornstedt Village Overlay (BVO) district is intended to guide the development of a new, pedestrian-oriented neighborhood in Sandy, and, implement the Comprehensive Plan's village policies. The district is intended to integrate land use, transportation, natural resource and infrastructure planning in a way that recognizes and enhances the unique qualities of Bornstedt Village. The district references other chapters within the Sandy Development Code in combination with provisions that apply solely within Bornstedt Village. Where there is a conflict between a referenced section of the Code and this chapter, the BVO district provisions supersede.

The planning objectives for Bornstedt Village are to:

- A. *Create a Livable Village.* Create a neighborhood-oriented village that fulfills the village definition in the [1997](#) Sandy Comprehensive Plan, and, responds to the unique opportunities and site conditions of Bornstedt Village.
- B. *Provide Transportation Options and a Local Street Network.* Provide for transportation improvements and a village setting that is conducive to walking, bicycling and transit, while accommodating automobile traffic. Integrate planned land uses with existing and future transportation modes.
- C. *Plan for a New, Village-Oriented Character for Hwy 211, Bornstedt [Road](#), and Jacoby Roads.* Evaluate ways to calm traffic, improve safety, create an attractive character, protect natural resources and generally minimize adverse impacts from traffic on these high-speed roads.
- D. *Protect, Restore, and Enhance Natural Resources in Balance with Creating an Urban Village.* Plan for integration for land use, transportation, and natural resources in the village. This objective seeks to protect, restore, and enhance key resources and implement appropriate green and sustainable development practices, all in balance with creating an urban village.
- E. *Plan for ~~a~~ Parks and Open Space.* Provide parks that implement the [City of Sandy 2022](#) Parks [and Trails](#) Master Plan, and other open space opportunities that enhance the livability of the village.
- F. *Provide Housing Choices.* Provide a variety of housing choices that meet the needs of a broad spectrum of Sandy residents.
- G. *Ensure Attractive and Village-Oriented Design.* Identify zoning and design guidelines that will result in attractive design that supports the creation of a walkable village.

Sec. 17.54.60. BVO applicability.

Development and land use within the Bornstedt Village Overlay district, as shown on the City of Sandy Zoning Map (reflecting Figure 5 in the Bornstedt Village Specific Area Plan), shall be in conformance with the provisions outlined in this chapter. Cascadia Village Subdivisions #1 through #6 are exempt from Sections 17.54.70—17.54.110.

Sec. 17.54.70. BVO permitted uses.

Within the Bornstedt Village Overlay district, all uses shall be consistent with the underlying zoning district, as referenced below. Uses are determined through the referenced zone district unless specifically modified or exempted herein.

- A. Single Family Residential (SFR)—See SDC 17.34. Single-family detached zero-lot-line dwellings are not permitted. All other uses shall be consistent with Section 17.34.10 and 17.34.20.
- B. Low Density Residential (R1)—See SDC 17.36. Single-family detached zero-lot-line dwellings are not permitted. All other uses shall be consistent with Section 17.36.10 and 17.36.20.
- C. Medium Density Residential (R2)—See SDC 17.38.
- D. High Density Residential (R3)—See SDC 17.40.
- E. Village Commercial (C-3)—See SDC 17.46. Multi-family dwellings above, beside or behind a commercial business are permitted except as modified as follows: residential dwellings shall only be permitted to be located above, beside or behind the commercial use(s) if a minimum of 80 percent of the ground floor of each building footprint is occupied by the commercial use(s). In such cases where the 80 percent standard is met, a maximum of 20 percent of the ground floor of each building footprint may be used for residential purposes and to provide access to residential dwellings located above, beside or behind the commercial uses(s).

Sec. 17.54.80. BVO development standards.

Residential Development Standards

Type	SFR	R1	R2	R3
Minimum Average Lot Width	50 ft. single family detached or duplex	40 ft. single family detached or duplex; 30 ft. zero lot line; 30 ft. row house	40 ft. single family detached or duplex; 30 ft. zero lot line; 20 ft. row house	40 ft. single family detached or duplex; 20 ft. zero lot line and row house
Minimum Lot Width at Building Line	40 ft. single family detached or duplex	40 ft. single family detached or duplex; 20 ft. zero lot line; 20 ft. row house	40 ft. single family detached or duplex; 20 ft. zero lot line and row house	40 ft. single family detached or duplex; 20 ft. zero lot line and row house
Minimum Lot Frontage	20 ft.	20 ft.	20 ft.	20 ft.
Minimum Ave. Lot Depth	No minimum	No minimum	No minimum	No minimum
Setbacks				
Front Yard	10 ft. min.	10 ft. min.	10 ft. min.	10 ft. min.
Rear Yard	20 ft. min.	15 ft. min.	15 ft. min.	15 ft. min.

Side Yard (interior)	7.5 ft. min.	5 ft. min.	5 ft. min.	5 ft. min.
Corner Lot Setback	10 ft. <u>min.</u> on side abutting the street	10 ft. <u>min.</u> on side abutting the street	10 ft. <u>min.</u> on side abutting the street	10 ft. <u>min.</u> on side abutting the street
Garage Setback	20 ft. min.	20 ft. min.	20 ft. min.	20 ft. min.
Projection into Required Setbacks	See Chapter 17.74	See Chapter 17.74	See Chapter 17.74	See Chapter 17.74
Accessory Structures	See Chapter 17.74	See Chapter 17.74	See Chapter 17.74	See Chapter 17.74
Structure Height	35 ft. max.	35 ft. max.	35 ft. max.	35 ft. max.
Building Site Coverage	No maximum	Maximum—80 percent maximum for manufactured <u>home-dwelling</u> parks	Maximum—75 percent maximum for multi-family; 80 percent for manufactured <u>home-dwelling</u> parks	Maximum—75 percent maximum for multi-family; 80 percent for manufactured <u>home-dwelling</u> parks
Off-Street Parking	See Chapter 17.98	See Chapter 17.98	See Chapter 17.98	See Chapter 17.98

(Ord. No. 2021-03 , § 5(Exh. E), 5-17-2021)

Sec. 17.54.90. BVO Village Commercial development standards.

Lot Area	No minimum or maximum
Lot Width	No minimum
Lot Depth	Maximum 100 ft. ²
Lot Coverage	No maximum
Setbacks*	No minimum front, side or corner setback; 10 ft. maximum. Additional setbacks of up to 20 ft. may be provided to accommodate small plazas and outdoor seating
Structure Height	45 ft. <u>maximum</u>
Landscaping	10% <u>minimum</u>
Off-Street Parking	See Chapter 17.98
*Unless abutting a more restrictive zoning district, then match abutting district's setback	

(Ord. No. 2021-03 , § 5(Exh. E), 5-17-2021)

Sec. 17.54.100. BVO Village Commercial—Residential in conjunction with a commercial business.

Type	Standard
Lot Dimension	In conformance with Chapter 17.40 (R3)
Setbacks	In conformance with Chapter 17.40 (R3)
Lot Coverage	No minimum

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Structure Height	45 ft. maximum
Landscaping	20% <u>minimum</u>

Sec. 17.54.110. BVO design standards.

- A. *Design Review.* Design review is required for all new uses and structures, and for exterior remodels of commercial uses. The provisions of Chapter 17.90 and other relevant chapters apply unless modified by the following provisions.
- B. *Single Family Residential and Duplex Design Standards.* All single family dwellings, manufactured ~~dwellings~~ homes, and duplexes on individual lots ~~of record~~ shall follow the design standard calculations in Chapter 17.90.
- C. *Variety of Housing Standard for Subdivisions.* In order to reduce repetition of the same building type and promote housing choices, all subdivisions exceeding 40 platted lots, in the R-1, R-2 and R-3 zones, must demonstrate that a variety of lot sizes and/or building types have been provided. This standard is met by providing a different lot size or housing type for at least one-third of the dwellings, by one or more of the following:
1. A mix of attached and detached dwellings.
 2. A variety of lot sizes for detached dwellings where the "varied" lot sizes are at least 20 percent larger or smaller than the average lot size for the remaining lots.
 3. A mix of one and two story dwellings.
 4. A mix of multi-family housing and detached dwellings, where allowed by the underlying zoning district.
 5. Other techniques as approved by the Planning Commission through a Type III review process.
- D. *Garage Standards.* The following standards apply to new single-family, duplex and zero-lot-line residential development.
1. The purpose for these standards is to:
 - a1. Ensure that there is a physical and visual connection between the living area and entrance of the dwelling and the street.
 - b2. Enhance public safety for residents and visitors and provide opportunities for community interaction.
 - c3. Provide for a more pleasant pedestrian environment by preventing garages and vehicle areas from dominating the views of the neighborhood from the sidewalk.
 2. Standards. Garages that are accessed from the front lot area of the dwelling must meet one of the four options listed below, unless the garage is placed behind the dwelling.
 - a. The length of the garage wall may be up to 60 percent of the length of the street-facing building façade when the garage does not extend closer to the front lot line than the longest wall of the street-facing façade (Figure 10a in the Bornstedt Village SAP).
 - b. The length of the garage may be up to 70 percent of the length of the street-facing building façade when the garage is recessed at a minimum of two feet from the longest wall of the street-facing façade (Figure 10a in the Bornstedt Village SAP).
 - c. The garage may extend up to six feet in front of the longest street-facing wall when its width does not exceed 50 percent of the total street-facing façade, and, the garage is not closer to the

street lot line than the front of the porch. As referenced here, the porch must be at least 48 square feet in area, have a solid roof that is not more than 12 feet above the porch (Figure 10b in the Bornstedt Village SAP).

- d. A garage door that is oriented at least 90 degrees to the street lot line is not subject to standards a.—c. above. Such side-oriented garages must have at least 15 percent of their street-facing wall (measured in square feet) in windows (Figure 10b in the Bornstedt Village SAP).
- E. *Access to Narrow Lots.* In order to minimize the extent of curb cuts on each block, to de-emphasize front-facing garages, and mitigate turning movement conflicts, lots with less than 40 feet of frontage shall receive access from a rear public alley or a shared private driveway. ~~A shared private driveway shall adhere to the standards in Chapter 17.100, Land Division.~~ The Planning Commission may grant exceptions through a Type III Variance process where the applicant demonstrates topography or other conditions preclude compliance with this standard.
- F. *Landscaping Standards Adjacent to Highway 211.* The street-side yard adjacent to the Highway 211 Parkway (Figure 6 of the Bornstedt Village Specific Area Plan) shall be landscaped to complement the parkway character. At a minimum, ~~two trees (minimum two)~~ shall be planted in accordance with spacing standards in Section 17.92.30 on 50-foot centers, together with contiguous groundcover. ~~Less than 50-foot center spacing for trees is encouraged.~~

(Ord. No. 2021-03 , § 5(Exh. E), 5-17-2021; Ord. No. 2021-16 , § 8(Exh. H), 8-16-2021)

Sec. 17.54.120. BVO circulation.

New streets and vehicle access shall be developed consistent with the Bornstedt Village Circulation Plan (Figure 7 of the Bornstedt Village Specific Area Plan). Through-roads shown on the circulation plan are considered "required" street connections, however, there is flexibility regarding the specific alignment of the streets. Required street alignments shall be located within 100 feet of the location depicted in Figure 7, unless an amendment is requested pursuant to Section 17.54.30. Proposed road "arrows" (shown on Circulation Plan) are considered suggested locations for additional connections between the through streets, recognizing that flexibility is needed for the specific number and location of additional streets. The combination of development of the through streets and additional connections shall provide circulation resulting in a logical and connected network of local neighborhood streets in accordance with the standards in Chapter 17.84 and Figure 11 of the 2023 Sandy Transportation System Plan. Figure 8 of the Bornstedt Village Specific Area Plan is an illustrative, non-binding, plan of how this standard could be implemented. Within the Bornstedt Village Overlay District, changes in the Circulation/Transportation Plan that cause a required transportation element, including a trail, to be added or moved more than 100 feet from the location depicted on the specific area plan Circulation diagram, shall be subject to the amendment procedures of Subsection 17.54.30.B. rather than Subsection 17.54.30.C. Changes in the Circulation/Transportation Plan that cause a required transportation element, including a trail, to be eliminated, shall be subject to the amendment procedures of Subsection 17.54.30.C.

- A. *Highway 211 Parkway Section.* Development shall be consistent with the design of the Highway 211 Parkway cross-section (Figure 6 of the Bornstedt Village Specific Area Plan), ~~subject to ODOT approval.~~ The parkway cross-section may be modified, as needed, to adjust to topographic and other constraints. Modifications as part of the review of any land use application or development permit shall be approved by the City Engineer ~~and are subject to ODOT approval.~~
- B. *Traffic Calming on Bornstedt Road.* The intersection of Bornstedt Road and Cascadia Village Drive shall be stop controlled. The applicant shall present a review of other traffic calming methods ~~such as~~ including striping, reflectors, narrowing of the pavement section, regrading, and landscaping ~~and other traffic calming techniques shall to~~ be considered during land use reviews and approvals public improvement projects.

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C. *Boulevards.*

1. For the purposes of this section, a building entrance is considered to be “oriented toward” a street when it faces the street or is at an angle of up to 45 degrees from the street.
- 2.1. The ~~concept for~~following standards apply to the Barlow Road Boulevard ~~is to build a, which shall be designed as a~~ neighborhood street ~~that~~:
 - a. ~~Follows the~~The street shall follow the general alignment of the historic Barlow Road, as shown on Figures 7 and 11 of the Bornstedt Village Specific Area Plan; ~~and~~
 - b. ~~The street shall include~~ a landscaped park-block section that is a minimum of 20 feet wide and ~~shall include~~ interpretive signage and a trail within the median. The conceptual design recognizes that the historic road is no longer visible, but is still valuable and important to incorporate into the design of the neighborhood; ~~and~~
 - c. ~~Minimizes access points by requiring r~~Residential access shall be provided from a side street, rear public alley, or from a shared private driveway, in order to minimize access points; and
 - d. ~~Encourages pedestrian accessibility by requiring the~~At least one primary entrance ~~of for~~ all residential development on lots adjacent to the boulevard ~~to shall~~ be oriented toward the boulevard street, in order to encourage pedestrian accessibility. Buildings on lots adjacent to the boulevard shall have at least one primary entrance connecting directly between the boulevard street and building interior, with a walkway connection whose length is not more than 20 feet longer or 120 percent of the straight line distance, whichever is less.
- 3.2. The ~~concept for~~following standards apply to the Village Boulevard ~~is to build~~shall be designed as a neighborhood street ~~that~~:
 - a. ~~The street shall e~~Extends from the signalized intersection at Highway 211 approximately 1,000 feet to the south and approximately 260 feet to the north; ~~and~~
 - b. This street ~~should shall~~ include a landscaped park-block median that is a minimum of 20 feet wide; ~~and~~
 - c. The existing hedgerow of trees located at south end of the boulevard ~~should shall~~ be incorporated into this street design; ~~and~~
 - d. ~~Minimizes access points by requiring r~~Residential access shall be provided from a side street, rear public alley, or from a shared private driveway, in order to minimize access points onto the Village Boulevard; ~~and~~
 - e. ~~Encourages pedestrian accessibility by requiring the~~At least one primary entrance of all residential and commercial development on lots adjacent to the boulevard ~~to shall~~ be oriented toward the boulevard street, in order to encourage pedestrian accessibility. Buildings on lots adjacent to the boulevard shall have at least one primary entrance connecting directly between the boulevard street and building interior, with a walkway connection whose length is not more than 20 feet longer or 120 percent of the straight line distance, whichever is less.
- 4.3. The ~~concept for~~following standards apply to Cascadia Village Drive, west of Bornstedt Road, ~~is to build~~which shall be designed as a neighborhood street ~~that~~:
 - a. ~~The street shall f~~Features a landscaped park-block median that is a minimum of 20 feet wide, except where the street must avoid areas regulated by Chapter 17.60, the FSH Overlay District; ~~and~~

- b. ~~Minimizes access points by requiring r~~ Residential access shall be provided from a side street, rear public alley, or from a shared private driveway, in order to minimize access points onto Cascadia Village Drive; ~~and~~
 - c. ~~Encourages pedestrian accessibility by requiring the~~ At least one primary entrance of all residential development on lots adjacent to the boulevard ~~to shall~~ be oriented toward the boulevard street, in order to encourage pedestrian accessibility. Buildings adjacent to the boulevard shall have at least one primary entrance connecting directly between the boulevard street and building interior.
- D. *Green Streets*. Vegetated swales and other green street features, ~~per SDC 17.100~~, approved by the City Engineer shall be used ~~where practicable~~ in Bornstedt Village.

Sec. 17.54.130. BVO parks.

The Open Space, Parks and Trails Map (Figure 9 of the Bornstedt Village Specific Area Plan) illustrates both existing parks and the location of new neighborhood parks. The proposed parks are conceptually located. The parks are an important element of the BVO district, ~~;~~ however, the conceptual locations do not bind the subject properties to uses solely for as only parkland. Rather, the exact location and size of the parks shall be established through acquisition by the City, parkland dedication during development reviews as required by Chapter 17.86, development agreements, or other means that involve property owner participation. Within the Bornstedt Village Overlay District, changes in the parks plan that cause a required park, path or trail to be added or moved more than 100 feet from the location depicted on the specific area plan parks diagram, shall be subject to the Amendment procedures of Section 17.54.30.B. rather than 17.54.30.C. Changes in the parks plan that cause a required park, path or trail to be eliminated, shall be subject to the Amendment procedures of 17.54.30.C.

Sec. 17.54.140. BVO environmental standards.

The BVO district shall utilize the existing environmental standards in the Sandy Development Code. The principal regulations are:

- A. Flood Slope and Hazard (FSH) Overlay—See Chapter 17.60
- B. Hillside Development—See Chapter 17.56
- C. Urban Forestry—See Chapter 17.102, except ~~where as~~ modified by ~~this~~ Chapter 17.54.
 - 1. Tree Retention—The landowner is responsible for retention and protection of retained trees as specified below:
 - a. Within the Bornstedt Village Overlay, at least nine trees, 11 inches DBH or greater, shall be retained for every one-acre of land under contiguous ownership within 300 feet of the FSH Overlay District as depicted on the Zoning Map, and six trees per acre in other areas of the Bornstedt v Village Overlay.

All other standards of Chapter 17.102, including Subsection 17.102.50.A.3-5, shall remain in effect.

CHAPTER 17.56 HILLSIDE DEVELOPMENT

Sec. 17.56.00. Intent.

The intent of this chapter is to comply with Statewide Planning Goal 7 (Natural Hazards) by minimizing seismic and landslide hazards, and soil erosion associated with development on steep or unstable slopes. Development may be permitted on ~~potentially hazardous areas~~ steep slopes, provided that the recommendations of approved studies are implemented as conditions of building permit or land use approval.

Sec. 17.56.10. Applicability.

These regulations shall apply to any parcel with slopes greater than 25 percent as shown on the Hillside Development Overlay District Map or with slope hazards mapped by the Department of Geology and Mineral Industries (DOGAMI). This chapter shall apply only to activities and uses that require a building, grading, tree removal, and/or land use permit.

- A. *General.* No person shall develop property in areas designated by SDC 17.56.10, without first demonstrating compliance with this chapter.
 1. As a condition of permit issuance or land use approval, the applicant shall agree to implement the recommendations of approved studies and to allow all inspections to be conducted.
 2. Where a bond, letter of credit, or other guarantee is required, the permit shall not be issued until the bond or guarantee has been obtained and approved.
 3. [Applicability for residential development applications is specified in Section 17.56.50.](#)
- B. *Exemptions:*
 1. An activity or use that avoids slopes of 25 percent or greater, DOGAMI slope hazard areas, natural drainageways, and potentially hazardous analysis areas as defined in Section 17.56.30.A.
 2. The following activities, regardless of location:
 - a. An excavation that is less than three feet in depth, or which involves less than 50 cubic yards of volume;
 - b. A fill that does not exceed three feet in depth or 50 cubic yards of volume;
 - c. New construction or expansion of a structure resulting in a net increase in ground floor area of less than 1,000 square feet that does not involve grading;
 - d. Emergency actions required to prevent an imminent threat to public health or safety, or prevent imminent danger to public or private property, as determined by the Director; or
 - e. Any land use or activity that does not require a building, grading permit, or land use approval.

Sec. 17.56.20. Approval procedures.

- A. *Land Use Reviews.* All applications for land use approval under the Sandy Development Code shall be reviewed under the highest numbered procedure required for the development proposal. For example, a Type II design review combined with hillside development review would be considered under [the](#) Type II

procedure; similarly, a Type III conditional use permit combined with hillside development review would be considered under [the](#) Type III procedure.

- B. *Building Permits.* The Building Official will process requests for building [permit](#) or grading permit applications that do not require land use review under the Sandy Development Code.

Sec. 17.56.30. Required map and studies.

- A. *Topographic Map Required.* To determine the location of potentially hazardous areas, the applicant shall submit a scaled topographic map at two-foot contour intervals for the subject property (site) and for land within 25 feet of the site perimeter. In addition to DOGAMI slide hazard areas and slopes of 25 percent or greater, potentially hazardous "analysis areas" include land within 25 feet of the top or toe of slopes of 25 percent or greater and the area 25 feet on either side of drainageways that drain 20 acres or more. This map shall be prepared by a registered engineer or land surveyor and shall show:
1. Slopes of 25—34 percent;
 2. Slopes of 35 percent and greater;
 3. The analysis that is within 25 feet of slopes that are 25 percent or greater parallel to and within 25 feet of the top of the 25 percent slope break;
 4. Mapped DOGAMI slide hazard areas;
 5. The analysis area within 25 feet of the centerline of drainageways that drain at least 20 acres; and
 6. The area (in square feet) for each category listed above for the subject property.
- B. *Types of Required Studies.* There are three types of geological and engineering studies that may be required by this chapter. See Table 1 under Section 17.56.40, below.
1. Geological Assessments are prepared and stamped by a Certified Engineering Geologist and describe the surface and subsurface conditions of a site, delineate areas of a property that may be subject to specific geologic hazards, and assess the suitability of the site for development. Geotechnical Reports shall be conducted according to the requirements of Appendix A (Geological Assessments), shall make recommendations as to whether further studies are required, and may be incorporated into or included as an appendix to the geotechnical report.
 2. Engineering Geology Reports are prepared and stamped by a Certified Engineering Geologist and provide detailed descriptions of the geology of the site, professional conclusions and recommendations regarding the effect of geological conditions on the proposed development, and opinions and recommendations covering the adequacy of the site to be developed. Engineering Geology Reports shall be prepared in accordance with the requirements of Appendix B (Guidelines for Preparing Engineering Geology Reports in Oregon adopted by the Oregon State Board of Geologist Examiners) and may be incorporated into or included as an appendix to the geotechnical report.
 3. Geotechnical Reports are prepared and stamped by a Geotechnical Engineer, evaluate site conditions, and recommend design measures necessary to reduce the development risks and facilitate safe and stable development. Geotechnical Reports shall be conducted according to the requirements of Appendix C (Geotechnical Reports), and may be incorporated into or included as an appendix to the Engineering Geology Report.

Sec. 17.56.40. Where studies required.

Additional geological or engineering studies shall be required, or not required, under the following circumstances:

Table 1: Where Studies are Required or not Required

Situation	Type I Development Applications; Single Family Homes, Duplexes and Accessory Uses	NON-EXEMPT Grading; Type II or III Development Applications
A. Proposed development avoids slopes of 25 percent or greater, drainageways, DOGAMI slope hazard areas and all analysis areas:	1. No further requirements	2. No further requirements
B. Development proposed on slopes of 25—35 percent or analysis areas, but avoids drainageways, DOGAMI hazard areas and slopes of 35 percent or greater:	1. Geological Assessment required; Engineering Geology or Geotechnical Reports may be required*	2. Engineering Geology Report required; Geotechnical Report may be required*
C. Development proposed on DOGAMI hazard areas, slopes of 35% or greater, or drainageway areas:	1. Engineering Geology Report required; Geotechnical Report may be required*	2. Engineering Geology Report and Geotechnical Report required

* Whether additional studies are necessary depends on recommendations of base required study.

Sec. 17.56.50. Compliance with study conclusions and recommendations required.

- A. *Professional Standards.* The ~~d~~Director shall determine whether Geological Assessments, Engineering Geology Reports, or Geotechnical Reports have been prepared in accordance with Section 17.56.30. The ~~d~~Director may require additional information or analysis necessary to meet study requirements.
- B. *Peer Review.* The ~~d~~Director may require peer review of any required report, in which case regulated activities and uses shall be reviewed and accepted through the peer review process before any regulated activity will be allowed.
1. A professional or professional firm of the ~~e~~City's choice that meets the qualifications listed in this chapter shall perform the review.
 2. The review shall be at the applicant's expense.
 3. Review of report submittals shall determine whether required elements are completed, geologic report procedures and assumptions are accepted, and all conclusions and recommendations are supported and reasonable.
- C. *Review Criteria.*
1. [Residential Development Criteria. Applications subject to Hillside Development review that are proposing new residential dwelling units or the creation of residential lots on properties that include areas designated by SDC 17.56.10 must comply with either the clear and objective criteria in Subsection C.1.a. or the discretionary criteria in Subsection C.1.b, below.](#)
 - a. [Clear and Objective Criteria. No development, including creation of lots, is permitted within areas with slopes greater than 25 percent, as designated by SDC 17.56.10. An application to develop property that has slopes greater than 25 percent, but where no development is proposed within the areas designated by SDC 17.56.10 the application will be processed as otherwise required in this Code.](#)
 - b. [Alternative Criteria. Residential development is permitted within areas designated by SDC 17.56.10 subject to the discretionary criterion in Subsection C.2 of this section and the provisions of this chapter.](#)
 2. [Non-residential Development / Discretionary Criteria.](#) The approval authority shall rely on the conclusions and recommendations of required reports, as modified by peer review, to determine compliance with this chapter.
- D. *Conditions of Approval.* Conclusions and recommendations stated in approved reports shall be directly incorporated as permit conditions or provide the basis for conditions of approval for the regulated activity or use.
- E. *Expiration.* Where an approved assessment or report as defined and required by this chapter has been prepared within ~~the last~~ five years [of submission of the land use application](#) for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, that report may be utilized and a new report is not required, [provided the applicant submits a letter prepared and stamped by a Certified Engineering Geologist or Geotechnical Engineer stating that the report is still valid. If a Certified Engineering Geologist or Geotechnical Engineer cannot provide such a letter due to changes to the](#) ~~Should~~ environmental conditions associated with the site or surrounding the site change, or ~~if~~ [due to material changes to](#) the proposed land use activity or development ~~has materially changed~~, the applicant shall submit an amendment to the required assessment or report, which may be reviewed and approved through the peer review process. [A new assessment or report is required after five years from submission of the land use application.](#)

CHAPTER 17.60 FLOOD AND SLOPE HAZARD (FSH) OVERLAY DISTRICT¹⁷

Sec. 17.60.00. Intent.

This chapter is intended to promote the public health, safety and general welfare by minimizing public and private adverse impacts from flooding, erosion, landslides or degradation of water quality consistent with Statewide Planning Goals 6 (Air, Land and Water Resources Quality) and 7 (Areas Subject to Natural Disasters and Hazards) and the Sandy Comprehensive Plan (SCP). This chapter is also intended to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
- G. Notify potential buyers that the property is in a Special Flood Hazard Area;
- H. Notify those who occupy flood hazard areas that they assume responsibility for their actions; and
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

Sec. 17.60.10. Interpretation and mapping.

The Director has the ultimate responsibility for maintaining the FSH Overlay District on the City of Sandy Zoning Map, determining on-site measuring methods, and otherwise interpreting the provisions of this chapter. Technical terms used in this chapter are defined in Chapter 17.10, Definitions. This chapter does not regulate development on lots or parcels entirely outside the FSH Overlay District.

- A. *FSH Overlay District.* The only areas subject to the restrictions and prohibitions of the FSH overlay district are those indicated on the City of Sandy Zoning Map on file in the Planning Department and areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled, "Flood Insurance Study (FIS) for Clackamas County, Oregon and Incorporated Areas," dated January 18, 2019, with accompanying Flood Insurance Rate Maps (FIRMs). This chapter does not regulate lots or parcels entirely outside the FSH Overlay District.
 - 1. The FIS and FIRMs are hereby adopted by reference and declared to be a part of Section 17.60 and are on file at the City of Sandy.

¹⁷Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2019-01, effective January 7, 2019. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

- B. *Development Approval Required.* No development shall occur within the FSH overlay district without first obtaining City approval under the provisions of this chapter. The Director shall notify the Oregon Division of State Lands whenever any inventoried wetland is proposed for development, in accordance with ORS 227.350. In riverine situations, the Director shall notify adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notification to the administrator.
- C. *Interpretation.* All provisions of the FSH overlay code shall be:
1. Considered as minimum requirements;
 2. Liberally construed in favor of the governing body; and
 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- D. *Applicant Responsibilities.* The applicant for alteration or development within the FSH overlay district shall be responsible for preparing a survey of the entire site, based on site-specific field surveys or Corps of Engineers data that precisely maps and delineates the following areas:
1. The name, location and dimensions of affected streams or rivers, and the tops of their respective banks.
 2. Area of Special Flood Hazard boundaries and elevations as determined by the January 18, 2019 FIS for Clackamas County and Incorporated Areas.
 3. The City of Sandy FSH overlay district boundary as depicted on the City of Sandy FSH Map.
 4. The water quality and slope setback area(s) as defined in Section 17.60.30.
 5. The size and location of locally significant wetlands shall be determined based on the City of Sandy Locally Significant Wetland Inventory (2002) unless modified by a wetland delineation approved by the Oregon Division of State Lands and submitted to the City. Wetland delineations that have formal concurrence from the Division of State Lands shall be valid for the period specified in that agency's administrative rules.
 6. Steep slope areas where the slope of the land is 25 percent or greater within the FSH overlay district boundary.
 7. The area enclosed by a continuous line, measured 25 feet horizontally, parallel to and upland from the top of a steep slope area, where the top of the steep slope is within the FSH overlay district boundary.
 8. Existing public rights-of-way, structures, roads and utilities.
 9. Natural vegetation, including trees six inches DBH or greater or tree groves clusters and understory within the FSH Overlay District boundary.
 10. Existing and proposed contours at two-foot intervals.

Sec. 17.60.20. Permitted uses and activities.

This chapter lists permitted uses, or uses allowed under prescribed conditions, within the FSH overlay district. Where there are conflicts, this chapter supersedes the use provisions of the underlying district.

- A. *Restricted Development Areas.* Restricted development areas within the FSH overlay district as shown on the City of Sandy Zoning Map include:
1. Slopes of 25 percent or greater that (a) encompass at least 1,000 square feet and (b) have an elevation differential of at least ten feet.

2. Protected water features, including locally significant wetlands, wetland mitigation areas approved by the Division of State Lands, and perennial streams.
 3. Required setback areas as defined in Section 17.60.30.
- B. *Permitted Uses.* Permitted uses within restricted development areas are limited to the following:
1. Open space and trails provided they are constructed consistent with standards ~~on file in the Planning Department~~ [in the 2022 Parks and Trails Master Plan.](#)
 2. Removal of refuse and permitted fill.
 3. Planting of native vegetation species included [in the City of Portland Plant List.](#) ~~on a list maintained by the Director.~~
 4. Removal of non-native/invasive vegetation, dead or dying trees, or vegetation that is hazardous to the public.
 5. Removal of up to two trees of six inches or greater ~~dbh~~ [DBH](#) in a calendar year, provided that each tree removed is replaced with two native trees, each of which must [meet the standards in Section 17.92.50](#) ~~be one and one-half inches or greater caliper~~ and [be](#) placed within the restricted development area of the site.
 6. Construction or expansion of public facilities or private roads necessary to support permitted development.
 7. ~~Construction or expansion of a single-family residence on a lot of record, under the following prescribed conditions:~~
 - a. ~~The applicant must demonstrate that the lot has received planning approval from either Clackamas County or the City of Sandy and that there is insufficient buildable land on the same lot to allow the proposed construction or expansion.~~
 - b. ~~The site review, engineering, erosion control, water quality and re-vegetation standards of this chapter have been fully satisfied.~~
 - c. ~~The residence or addition has been sited so as to minimize excavation and disturbance to native vegetation on restricted development areas.~~
 - d. ~~The maximum impervious surface coverage resulting from development on restricted development areas shall be 2,500 square feet. Exception: This standard may be exceeded to allow a superior private driveway design and location that reduces adverse impacts to protected areas. To exceed the standard, the applicant must demonstrate that a longer driveway will avoid required setbacks from protected water features, and that driveway construction will either: (a) more closely follow hillside contours and thereby reduce overall cut and fill area by at least 20 percent; or (b) avoid tree clusters and thereby reduce the number of six-inch or greater dbh trees that must be removed by at least 20 percent.~~
 - e. ~~The option of an adjustment under Section 17.60.100 has been considered as a means of avoiding or minimizing impacts on restricted development areas.~~
 - f. ~~Development shall not result in cuts or fills in excess of three feet except for basement construction unless specifically approved by the Director.~~
 7. [Construction or expansion of a single-family residence or duplex on a legal lot, provided the standards in Subsections a. through d., below, are met. If these standards cannot be met, exceptions may be approved in accordance with Subsection e.](#)

- a. The site review, engineering, erosion control, water quality, and re-vegetation standards of this chapter shall be fully satisfied
 - b. The maximum disturbance area (permanent and temporary) allowed within the restricted development areas on a lot is determined by subtracting the area of the Buildable Portion of the lot from 4,000 square feet.
 - i. For purposes of this subsection, the Buildable Portion of the lot is the largest single contiguous area of the lot outside of the restricted development area.
 - ii. Except as specified in subsection iii, below, if the Buildable Portion of the lot is less than 4,000 square feet, encroachment into the restricted development area shall be limited to the amount of area needed to make up for the deficit.
 - iii. If the dimensions of the Buildable Portion of the lot are such that a 40-foot by 40-foot area cannot be located within the Buildable Portion of the lot, encroachment into the restricted development area shall be limited to the minimum area needed to accommodate a 40-foot by 40-foot area.
 - c. In addition to the maximum disturbance area established by Subsection b., a stormwater facility serving only a single residential lot may be located on the site provided there is no disturbance to existing tree canopy, and it is located outside the critical root zone of existing trees over six inches DBH.
 - d. Development shall not result in cuts or fills in excess of three feet except for basement construction.
 - e. Exceptions to Subsections a. through d. may be approved by the Director through a Type II review provided the applicant demonstrates that:
 - i. There is insufficient buildable land on the lot to allow the proposed construction or expansion.
 - ii. An adjustment under Section 17.60.110 is not sufficient to avoid impacts on restricted development areas.
 - iii. The design and location of the proposed construction or expansion minimizes adverse impacts to restricted development areas to the extent feasible.
 - iv. If the additional impervious area is for a driveway, a longer driveway will avoid required setbacks from protected water features, and the driveway will either: (a) more closely follow hillside contours and thereby reduce overall cut and fill area by at least 20 percent; or (b) avoid tree clusters and thereby reduce the number of six-inch or greater DBH trees that must be removed by at least 20 percent.
 - v. In no case shall the total disturbance area within restricted development areas exceed 10,000 square feet.
8. Replacement of a single-family dwelling constructed over substantially the same footprint as the original single-family dwelling. “Substantially the same footprint” means that the replacement footprint is relocated no more than 10 feet from the original footprint in any direction except closer to the stream/wetland/steep slope.
 9. Repair or stabilization of unstable slopes.
 10. Stream bank restoration, subject to a stream bank restoration plan. This plan must:
 - a. Be prepared by a team of specialists in the fields of stream morphology, water quality, and riparian vegetation approved by the **Planning**-Director.

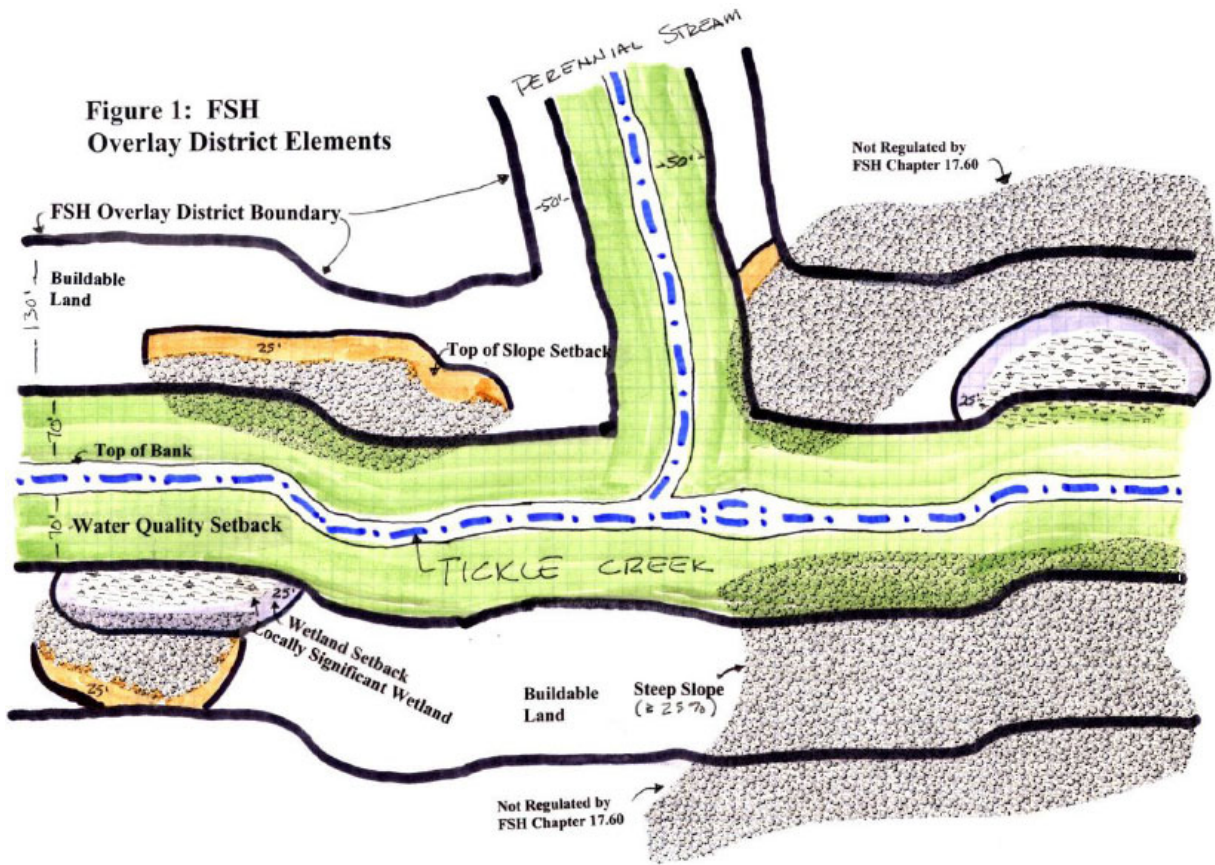
- b. Remove invasive vegetation and replace it with multi-layered native vegetation that provides for stream shading within the entire stream bank.
 - c. Reduce the steepness of the bank along reaches that have been highly eroded.
 - d. Reduce the velocity of water carried by the stream.
 - e. Include guarantees and funding to assure at least a 90 percent survival rate of native plants over a three-year period. This guarantee shall be in one of the following forms:
 - i. A surety bond executed by a surety company authorized to transact business in the state of Oregon in a form approved by the City Attorney.
 - ii. In lieu of the surety bond, the applicant may:
 - A. Deposit with the City cash money to be released only upon authorization of the Director;
 - B. Supply certification by a bank or other reputable lending institution that an irrevocable letter of credit in compliance with the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, UCP 600 or most current revision has been established to cover the cost of required improvements, to be released only upon authorization of the Director; or
 - iii. Such assurance of full and faithful performance shall be for a sum determined by the Director as sufficient to cover the cost of required restoration.
 - iv. If the applicant fails to construct one or more of the guaranteed restoration improvements and the City has expenses resulting from such failure, the City shall call on the performance guarantee for reimbursement. If the amount of the performance guarantee exceeds the expense incurred, the remainder shall be released. If the amount of the performance guarantee is less than the amounts of expense incurred by the City, the applicant shall be liable to the City for the excess costs. If the applicant fails to reimburse the City for expenses incurred to complete the public improvements, the City shall place a lien on the property in an amount equal to the City's costs.
11. Maintenance of existing landscaping on existing lots of record is permitted and is exempt from the requirements of the FSH Overlay District.
12. Appurtenant structures as permitted under Section 17.60.70.J.
- C. *Platting of New Lots.* No new lot shall be platted or approved for development that is exclusively in restricted development areas as defined in ~~s~~Subsection 17.60.20.A.

Sec. 17.60.30. Required setback areas.

Setback areas shall be required to protect water quality and maintain slope stability near stream corridors and locally significant wetlands. Setbacks are measured horizontally from, parallel to, and upland from the protected feature.

- A. *Required Setbacks.* The required special setback(s), as illustrated in Figure 1, shall be:
 - 1. Eighty feet from the top of bank of Tickle Creek and other fish-bearing streams (this supersedes the setback in Figure 1).
 - 2. Fifty feet from the top of bank along other perennial streams, except for "No Name Creek" east of Towle Drive, as provided in Subsection 17.60.30.C.2-~~below~~.

- 3. Twenty-five feet around the edge of any mapped locally significant wetland; ~~and~~.
- 4. Twenty-five feet from the top of any 25 percent slope break where the slope break occurs within the FSH overlay district as mapped by the ~~e~~City.



- B. *Minimize Impacts.* Natural vegetation shall be preserved and enhanced, and excavation minimized within required water quality setback areas.
- C. *Exceptions, Intent.* Exception 1 below recognizes that existing hillside, stormwater detention, and erosion control measures are sufficient to maintain water quality and quantity in areas of steep slopes separated from streams and wetlands by improved public streets in existing rights-of-way. Exception 2 recognizes that "No Name Creek" east of Towle Drive has been severely impacted by culverting, erosion, and invasive plants, and has only a few remaining infill sites adjacent to its banks. This exception is intended to encourage appropriate development of these infill sites and the opening and restoration of No Name Creek. ~~this stream reach over time.~~
 - 1. Land lying within the FSH overlay district, but upland from an existing public right-of-way with an improved public street, shall not be subject to the steep slope restrictions of this chapter. Such land shall remain subject to applicable Section 17.56 Hillside Regulations and shall comply with required setbacks set forth in ~~s~~Subsection 17.60.30.A.3. ~~above.~~
 - a. Applications for development that include only areas that meet this exception and have existing improved public streets and have no locally significant mapped wetlands are not subject to the provisions of this chapter.

2. The required setback for "No Name Creek" east of the Towle Drive crossing may be reduced to 25 feet, subject to approval of a "stream bank restoration plan" that meets the standards of [Subsection 17.60.20.B.10](#).

Sec. 17.60.40. Review procedures.

Review of development requests within the FSH Overlay District shall occur subject to the following procedures. ~~Unless otherwise indicated below, the Director may approve Type I permits over the counter or following a field check.~~ Type II and III development applications shall be reviewed by the Director to ensure consistency with Sections [17.60.60-17.60.70](#). Section [17.60.50](#) special reports shall also be required, unless specifically exempted by the Director.

- A. *Type I Procedure.* The following uses shall be reviewed under a Type I procedure:
 1. Planting of native plant species identified [in the City of Portland Plant List](#). ~~on the Native Plant list on file with the Director.~~
 2. Removal of permitted fill.
 3. Removal of non-native/invasive vegetation, dead, or dying vegetation that is hazardous to the public. ~~or~~
 4. [Removal of](#) up to two trees of six inches or greater ~~dbh~~ [DBH](#) in a calendar year.
 45. Appurtenant structures as permitted under [Subsection 17.60.70.J](#).
- B. *Type II Procedure.* The following uses shall be reviewed under a Type II review procedure:
 1. Construction or expansion of major public facilities identified in sanitary, storm, water, ~~or~~ street, or parks master plans or of minor public facilities necessary to support development, where no other practical alternative exists.
 2. Construction or expansion of trails.
 3. Construction, expansion, or replacement of a ~~new~~ single-family residence [or duplex](#) within a restricted development area or floodway on a [legal](#) lot. ~~of record.~~
 4. Repair and stabilization of unstable slopes. If emergency slope stabilization is required and authorized by the City Engineer, a Type II ~~review development application~~ shall be ~~required~~ [submitted to the City](#) within 60 days of having taken the emergency action.
 5. Stream bank restoration plans, [consistent with the requirements of Subsection 17.60.20.B.10](#).
 6. Exemption of Type II development applications from one or more required reports.
 7. Development that is completely outside restricted development areas, as determined by ~~the Director~~ [available mapping](#) based on site-specific information provided by the applicant [and reviewed by a third-party professional](#) consistent with [Subsection 17.60.10.C](#). Such site-specific information shall remain valid for five years from the date approved by the Director, provided that topographical or hydrological changes have not occurred on the site that could invalidate such information.
 8. Development requests that are similar in scope and impact, as determined by the Director, [except that no other residential uses shall be considered beyond the provisions of Subsection B.3](#). The Director shall include the justification for the classification decision in the required notice to affected property owners.
- C. *Type III Procedure.* The Planning Commission shall review all other public and private development requests under a Type III procedure.

- D. *Establishment of Development ~~Permit~~Decision.* A development ~~permit~~-decision shall be obtained before construction or development begins, within any Area of Special Flood Hazard. Application for a development permit may be made on forms provided by the Director and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question, existing or proposed structures, fill storage of materials, drainage facilities and the location of the aforementioned. Specifically, the following information is required:
1. Proposed elevation in relation to mean sea level of the lowest floor (including basement of all structures).
 2. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
 3. Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria detailed in Subsection 17.60.70.F. below.
 4. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

Sec. 17.60.50. Special reports.

Where development is proposed on restricted development areas within the FSH overlay district as defined in Subsection 17.60.20.A., ~~the Director shall require submission of~~ the following special reports ~~shall be submitted~~. These reports shall be in addition to other information required for specific types of development, and shall be prepared by professionals in their respective fields.

The Director may require one ~~of~~-or more of these reports where necessary to address potential adverse impacts from development on buildable land within the FSH overlay district. ~~Applications for residential construction allowed under Subsection 17.60.40.B.3 that are not requesting any exceptions or adjustments are exempt from requirements to submit these reports.~~ The Director may exempt Type II permit applications from one or more of these reports where impacts are minimal and the exemption is consistent with the purpose of the FSH overlay zone as stated in Section 17.60.00.

- A. *Hydrology and Soils Report.* This report shall include information on the hydrological conditions on the site, the effect of hydrologic conditions on the proposed development, the proposed development's impact on surface and groundwater flows to wetlands and streams, and any hydrological or erosion hazards. This report shall also include soils characteristics of the site, their suitability for development, carrying capacity, and erosion or slumping characteristics that might present a hazard to life and property, or adversely affect the use or stability of a public facility or utility. Finally, this report shall include information on the nature, distribution, and strength of existing soils; the adequacy of the site for development purposes; and an assessment of grading procedures required to impose the minimum disturbance to the natural state. A licensed professional engineer registered in Oregon shall prepare the hydrology and soils report.
- B. *Grading Plan.* The grading plan shall be specific to a proposed physical structure or use and shall include information on terrain (two-foot intervals of property), drainage, direction of drainage flow, location of proposed structures and existing structures which may be affected by the proposed grading operations, water quality facilities, finished contours or elevations, including all cut and fill slopes and proposed drainage channels. Project designs including but not limited to locations of surface and subsurface devices, walls, dams, sediment basins, storage reservoirs, and other protective devices shall form part of the submission. The grading plan shall also include: 1) construction phase erosion control plan consistent with the provisions of Chapter 15.44; and 2) schedule of operations. A licensed professional engineer registered in Oregon shall prepare the grading and erosion control plan.

- C. *Native Vegetation Report.* This report shall consist of a survey of existing vegetative cover, whether it is native or introduced, and how it will be altered by the proposed development. Measures for re-vegetation with native plant species will be clearly stated, as well as methods for immediate and long-term stabilization of slopes and control of soil erosion. A landscape architect, landscape designer, botanist, or arborist with specific knowledge of native plant species, planting and maintenance methods, survival rates, and their ability to control erosion and sedimentation shall prepare the vegetation report. The applicant shall be responsible for replacing any native plant species that do not survive the first two years after planting, and for ensuring the survival of any replacement plants for an additional two years after their replacement.

Sec. 17.60.60. Approval standards and conditions.

The approval authority may approve, approve with conditions, or deny an application based on the provisions of this chapter. The approval authority may require conditions necessary to comply with the intent and provisions of this chapter. [Residential construction allowed under Subsection 17.60.40.B.3 is subject to the approval standards in sSubsection B. All other uses are subject to the approval standards in sSubsection A.](#)

- A. *Approval Standards.* The following approval standards apply to development proposed within restricted development areas of the FSH overlay district.
1. *Cumulative Impacts.* Limited development within the FSH overlay district, including planned vegetation removal, grading, construction, utilities, roads and the proposed use(s) of the site will not measurably decrease water quantity or quality in affected streams or wetlands below conditions existing at the time the development application was submitted.
 2. *Impervious Surface Area.* Impervious surface area within restricted development areas shall be the minimum necessary to achieve development objectives consistent with the purposes of this chapter.
 3. *Construction Materials and Methods.* Construction materials and methods shall be consistent with the recommendations of special reports, or third-party review of special reports.
 4. *Cuts and Fills.* Cuts and fills shall be the minimum necessary to ensure slope stability, consistent with the recommendations of special reports, or third-party review of special reports.
 5. *Minimize Wetland and Stream Impacts.* Development on the site shall maintain the quantity and quality of surface and groundwater flows to locally significant wetlands or streams regulated by the FSH Overlay District.
 6. *Minimize Loss of Native Vegetation.* Development on the site shall minimize the loss of native vegetation. Where such vegetation is lost as a result of development within restricted development areas, it shall be replaced on-site on a two:one basis according to type and area. Two native trees [meeting the standards in Section 17.92.50](#) ~~of at least one and one-half inch caliper~~ shall replace each tree removed. Disturbed understory and groundcover shall be replaced by native understory and groundcover species that effectively covers the disturbed area.
- B. [Approval Standards for Residential Construction. The following standards apply to residential construction allowed under Subsection 17.60.40.B.3.](#)
1. [Cumulative Impacts. Limited development within the FSH overlay district will not measurably decrease water quantity or quality in affected streams or wetlands below conditions existing at the time the development application was submitted.](#)

2. Impervious Surface Area. The maximum impervious surface coverage within restricted development areas shall be 2,500 square feet, unless an exception is granted as part of a discretionary review, pursuant to Subsection 17.60.20.B.7.d.
 3. Construction Materials and Methods. Construction materials and methods shall be consistent with the recommendations of special reports, or third-party review of special reports.
 4. Cuts and Fills. Development shall not result in cuts or fills in excess of three feet except for basement construction, unless specifically approved by the Director as part of a discretionary review.
 5. Minimize Wetland and Stream Impacts. Development on the site shall maintain the quantity and quality of surface and groundwater flows to locally significant wetlands or streams regulated by the FSH Overlay District, consistent with the recommendations of special reports, or third-party review of special reports.
 6. Minimize Loss of Native Vegetation. Where native vegetation is lost as a result of development within restricted development areas, it shall be replaced on-site on a two:one basis according to type and area. Two native trees meeting the standards in Section 17.92.50 shall replace each tree removed. Disturbed understory and groundcover shall be replaced by native understory and groundcover species that effectively covers the disturbed area.
- BC.** All development permits for areas partially or fully within the Area of Special Flood Hazard shall be reviewed by the Director to determine that:
1. The permit requirements of Chapter 17.60 have been satisfied;
 2. All other required state and federal permits have been obtained; and,
 3. For residential construction allowed under Subsection 17.60.40.B.3, the standards in Section 17.60.70.E have been met; or
 4. For all other uses, the site is reasonably safe from flooding.
- ED.** *Conditions.* The required reports shall include design standards and recommendations necessary for the engineer and landscape expert to certify that the standards of this chapter can be met with appropriate mitigation measures. These measures, along with third party reviewer and staff recommendations, shall be incorporated as conditions into the final decision approving the proposed development.
- DE.** *Assurances and Penalties.* Assurances and penalties for failure to comply with mitigation, engineering, erosion, and water quality plans required under this chapter shall be as stated in Chapter 17.06.

Sec. 17.60.70. Floodplain regulations.

This section regulates development within the Area of Special Flood Hazard.

- A. *Residential and Non-residential Structures.* No new residential structures (including manufactured dwellings) with the exception of Subsection 17.60.40.B.3., non-residential structures or critical facilities shall be permitted in the Area of Special Flood Hazard.
- B. *Flood Storage Capacity.* On-site flood storage capacity shall not decrease as a result of development. The cumulative effects of any proposed development shall not reduce flood storage capacity or raise base flood elevations on- or off-site.
- C. *Public Facilities and Private Roads.* Generally, public facilities and private roads shall avoid restricted development areas. However, where avoidance cannot be achieved consistent with City-approved facilities master plans and sound engineering principles, the following standards shall be met.

1. The facility shall be designed, located and constructed to minimize flood damage, excavation and loss of native vegetation and to avoid raising flood levels. Facilities and roads located within a floodway may be permitted only where a registered professional engineer certifies based on hydrologic and hydraulic analysis performed in accordance with standard engineering practice that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Utilities necessary to serve permitted development, or a single family home on a legally-approved lot-of-record, may be permitted only where a registered professional engineer or architect certifies based on hydrologic and hydraulic analysis performed in accordance with standard engineering practice that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge, and that water quality will not be adversely affected.
 2. Water supply and sanitary sewer facilities shall be designed, located and constructed to avoid infiltration of floodwaters into the system, and to avoid discharges from such facilities to floodwaters, streams and wetlands.
 3. On-site septic systems, waste disposal systems, and private wells shall be prohibited within the FSH overlay district.
- D. *Structural Elevation Report.* An application for any substantially improved structure, nonresidential structure or manufactured dwelling within the area of special flood hazard shall include the elevation, referenced to mean sea level, of the lowest floor, of the bottom of the lowest horizontal structural member (for manufactured dwellings), or the elevation to which the structure will be flood-proofed. The elevation of the lowest floor, and any basement area and the elevation of the service facilities/mechanical equipment shall also be provided. A professional engineer registered in Oregon shall prepare the structural elevation certificate.
- E. *Existing Residential Structures (including new construction allowed per [Subsection 17.60.40.B.3.](#)).* Improvements and substantial improvements to an existing residential structure (including manufactured dwellings) or replacement of a single family residence per [Subsection 17.60.20.B.8.](#) in a flood-prone area shall comply with the following:
1. Improvements shall be adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 2. Materials used shall be resistant to flood damage;
 3. Utilities shall be designed and/or located to prevent water from entering or accumulating within the components during flooding;
 4. The lowest floor (including basement) shall be elevated at least one foot above the base flood level;
 5. Fully enclosed areas below the lowest floor used solely for vehicle parking or building access or storage in an area other than a basement shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters and shall either be designed and certified by a registered professional engineer or architect or meet or exceed the following minimum criteria;
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

- F. *Existing Non-Residential Structures.* Improvements and substantial improvements to existing non-residential structures within the floodplain shall comply with one of the following:
1. Elevate the lowest floor (including basement) at least one foot above the base flood level and ensure that any area below the elevated lowest floor meets the requirements of paragraph E.5. and E.5.a., above;
 2. Walls and utilities of structures below the base flood level shall be floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of NFIP Regulations per Volume 44 of the Code of Federal Regulations.
- Upon completion of the structure, certification by a registered professional engineer or surveyor that the elevation requirements of the lowest floor, including basement, of this section have been satisfied shall be provided to the Director for verification; or certification by a registered professional engineer or architect that the floodproofing requirements of this section are satisfied, including the specific elevation in relation to mean sea level to which such structures are floodproofed, shall be provided to the Director for verification.
- G. *Recreational Vehicles.* Recreational Vehicles within the floodplain shall comply with one of the following:
1. Be located on the site for fewer than 180 consecutive days; and
 2. Be fully licensed and ready for highway use; or
 3. Meet the elevation and anchoring requirements for manufactured homes dwellings and permit requirements of NFIP Regulations.
- H. *Anchoring.* All new construction and substantial improvements (including manufactured dwellings) shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- I. *Construction materials and methods.*
1. All new construction and substantial improvements shall be constructed with materials resistant to flood damage;
 2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage; and,
 3. All new construction and substantial improvement shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- J. *Appurtenant Structures (Detached Garages and Storage Structures).* Appurtenant structures used solely for parking of vehicles or storage may be constructed such that the floor is below the Base Flood Elevation, provided the structure is designed and constructed in accordance with the following requirements:
1. Use of the appurtenant structure must be limited to parking of vehicles or storage;
 2. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;

3. The appurtenant structure must be adequately anchored to prevent flotation, collapse and lateral movement;
4. Any machinery or equipment servicing the appurtenant structure must be elevated or floodproofed to or above the Base Flood Elevation;
5. The appurtenant structure must meet the floodway requirements of Chapter 17.60 and must not result in any increase in base flood elevations and this shall be demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices;
6. The appurtenant structure must be designed to allow for the automatic entry and exit of flood waters in accordance with [Subsection 17.60.70.E.5.](#);
7. The appurtenant structure must not be used to store toxic material, oil or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank elevated at least one foot above Base Flood Elevation; and
8. Shall not exceed the size requirements in the State of Oregon Residential and Structural Specialty Codes and shall not exceed one story.

Detached garages, storage structures and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards of Chapter 17.60.

Sec. 17.60.80. Notification to other entities and recordkeeping.

- A. Whenever a watercourse is to be altered or relocated, notification shall be sent to Clackamas County and DLCD prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means (i.e. submittal of a Letter of Map Revision (LOMR)), and assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
- B. Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, the Director shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
- C. Notify the Federal Insurance Administrator in writing of acquisition by means of annexation, incorporation or otherwise, of additional areas of jurisdiction.
- D. Obtain and maintain the following for public inspection and make available as needed:
 1. Obtain and record the actual elevation (in relation to the mean sea level) of the lowest floor (including basements) of all new or substantially improved structures, and whether or not the structure contains a basement.
 2. For all new or substantially improved floodproofed structures:
 - a. Verify and record the actual elevation (in relation to mean sea level), and
 - b. Maintain the floodproofing certifications required in [Subsection 17.60.70.F.](#)
 3. Obtain and maintain certification for flood openings when certification is required under [Subsection 17.60.70.E.5.](#)

Sec. 17.60.90. Water quality treatment facilities.

Tickle Creek, the Sandy River, and associated natural drainage ways are vital to Sandy's recreationally based economy and to the quality of life of Sandy residents. Placement of water quality facilities shall be limited as follows:

- A. The water quality facility shall not be constructed in restricted development areas, except where necessary to serve approved development within restricted development areas (e.g., a road) and where no reasonable alternative exists in buildable areas of the site.
- B. Where the approval authority determines that a more efficient and effective regional site exists within the sub-basin, the water quality facility may be constructed off-site.

Sec. 17.60.100. Density transfer provisions.

Residential density transfer may be approved subject to the following:

- A. *Required Setback Areas.* Density may be transferred from restricted development areas (i.e., steep slopes, protected water features and required setbacks) to buildable portions of the site.
- B. *Density Maximum.* The maximum gross density for the buildable area of the site shall not exceed 150 percent of the maximum density allowed by the underlying zoning district for that buildable area.
- C. *Housing Types Not Permitted in Underlying Zoning District.* Housing types not permitted in the underlying zoning district may only be approved through the SAP (specific area plan) process.
- D. *Transfer Area.* Transfer of density may only occur within the same property and/or to properties contiguous to the primary property. The term "primary property" identifies the legal lot from which density is to be transferred to "secondary property(s)." Further development or land use action on the primary or secondary properties shall be reviewed together in the same application.

(Ord. No. 2021-16 , § 9(Exh. I), 8-16-2021)

Sec. 17.60.110. Adjustments.

Variations to Chapter 17.60 provisions are not permitted. In contrast, adjustments to dimensional standards of the underlying zoning district may be approved when necessary to further the intent of this overlay district.

- A. *Adjustment Option.* One or more adjustments to the setback, height, or lot area standards of the underlying zoning district may be approved to allow development consistent with the intent of the FSH overlay district. The intent of the adjustment process is to reduce adverse impacts on water quantity and quality, locally significant wetlands and perennial streams, and on the potential for slope or flood hazards.
- B. *Adjustment Criteria.* A special FSH adjustment may be requested when development is proposed within the FSH overlay district. Adjustments are reviewed under the procedure type applicable to the primary application. The applicant shall demonstrate that the following criteria are fully satisfied:
 1. The adjustment is the minimum necessary to allow a permitted use, while at the same time minimizing disturbance to restricted development areas.
 2. Explicit consideration has been given to maximizing vegetative cover, minimizing excavation, and minimizing impervious surface area on restricted development areas.
 3. Design options have been considered to reduce the impacts of development, including but not limited to multi-story construction, siting of residences close to streets to reduce driveway distance, maximizing the use of native landscaping materials, minimizing parking area and garage space.
 4. In no case shall the impervious surface area (including the building footprint, parking areas, accessory structures, swimming pools and patios) exceed 2,500 square feet of restricted development area except for a private drive that reduces the disturbance to restricted development areas.
 5. Assurances are in place to guarantee that future development will not encroach further onto restricted development areas under the same ownership.
 6. The Planning Commission or Director may impose any reasonable condition necessary to mitigate identified impacts resulting from development on otherwise restricted development areas.

Sec. 17.60.120. Disclaimer.

The degree of hazard protection afforded by adherence to the provisions of this chapter is considered reasonable for regulatory purposes, and is based on the best available engineering and scientific information available to the City. Larger floods than those anticipated by the chapter may occur. Landslides may occur ~~on rare occasions~~ in areas outside of the delineated steep slope and constrained slope boundaries. This chapter does not imply that areas outside the FSH overlay district or land use permitted within FSH boundaries will be free from any significant flooding, mass movement, landslide damage, erosion, or water pollution. This chapter shall not create liability on the part of the City of Sandy for any damage that results from reliance on the provisions of this chapter or any administrative decision lawfully made thereunder.

CHAPTER 17.66 ADJUSTMENTS AND VARIANCES

Sec. 17.66.00. Intent.

Adjustments and variances are procedures to vary development standards normally applied to a particular district.

Sec. 17.66.10. Adjustments.

Adjustments are a ~~Type I or~~ Type II procedure that provide a means to vary the quantifiable development standards ~~normally~~ applied in a particular district or design standard. This option exists for those circumstances where uniform, unvarying rules would prevent a more efficient use of a lot. An ~~typical~~ example is permitting a structure to be located closer to a ~~property boundary~~ lot line than ~~normally~~ allowed by the zoning district regulations.

Adjustments apply only to individual lots and therefore cannot be used by applicants seeking to vary development standards for lots to be created through a ~~subdivision~~ land division process. Modifications to land divisions standards ~~should~~ shall be sought through the Type II or Type III Variance process.

An adjustment is intended to:

- A. Allow more efficient use of land.
- B. Provide flexibility and innovation in site planning and architectural design on individual lots.
- C. Permit building location and/or construction techniques that conserve energy.
- D. Minimize procedural delays and ensure due process in the review of unique development situations.
- E. Provide relief from the strict adherence of land division development standards where site-specific physical or functional land development conditions warrant a variance.

(Ord. No. 2021-16 , § 11(Exh. J), 8-16-2021)

~~Sec. 17.66.20. Type I adjustments.~~

~~In issuing a permit the Director may grant or deny an adjustment under the Type I procedure if the request involves only the expansion or reduction by not more than ten percent of one or more quantifiable provisions of this Code.~~

~~Sec. 17.66.30. Type II adjustments.~~

Except in the case of a nonconforming development or use, the Director may grant or deny an adjustment ~~under the Type II procedure~~ if the request involves only the expansion or reduction by not more than 20 percent of one or more quantifiable provisions of this Code.

Sec. 17.66.40. ~~Type I and II a~~ Adjustment criteria.

- A. The proposed development will not be contrary to the purposes of this chapter, policies of the Comprehensive Plan, and any other applicable policies and standards adopted by the City;
- B. The proposed development will not substantially reduce the amount of privacy enjoyed by users of nearby structures when compared to the same development located as specified by this Code;
- C. The proposed development will not adversely affect existing physical systems and natural systems, such as ~~traffic~~ the existing or planned transportation network, ~~drainage~~ stormwater facilities, slopes greater than 25 percent, wetlands, creeks, ~~dramatic land forms~~, or parks; and
- D. Architectural features of the proposed development will be compatible to the design character of existing structures on adjoining properties and on the proposed development site.

Sec. 17.66.50. Adjustment limitations.

Adjustments may not be utilized to:

- A. Reduce width of accessways required for flag lots created through the land partition or minor replat process.
- B. Reduce the area reserved for private outdoor space and/or usable open space by more than ten percent.
- C. Reduce project site amenities such as screening and/or landscaping provisions by more than ten percent.
- D. Increase fence height inside clear-vision areas.

Sec. 17.66.60. Variances.

Variances are a means of requesting a complete waiver or major adjustment to certain development standards. They may be requested for a specific lot or as part of a land division application. The Type II variance process is ~~generally~~ reserved for major adjustments on individual lots, while variances to development standards proposed as part of a land division are processed as a Type III application. ~~(requiring a public hearing).~~

Sec. 17.66.70. Type II and type III variance criteria.

The authority to grant a variance does not include authority to approve a development that is designed, arranged, or intended for a use not otherwise approvable in the location. The criteria are as follows:

- A. The circumstances necessitating the variance are not of the applicant's making.
- B. The hardship does not arise from a violation of this Code, and approval will not allow otherwise prohibited uses in the district in which the property is located.
- C. Granting of the variance will not adversely affect implementation of the Comprehensive Plan.
- D. The variance authorized will not be materially detrimental to the public welfare or materially injurious to other property in the vicinity.
- E. The development will be the same as development permitted under this Code and City standards to the greatest extent that is reasonably possible while permitting some economic use of the land.

- F. Special circumstances or conditions apply to the property which do not apply generally to other properties in the same zone or vicinity, and result from lot size or shape (legally existing prior to the effective date of this Code), topography, or other circumstances over which the applicant has no control.

Sec. 17.66.80. Type III special variances.

The Planning Commission may grant a special variance waiving a specified provision ~~for~~ under the Type III procedure if it finds that the provision is unreasonable and unwarranted due to the specific nature of the proposed development. In submitting an application for a Type III Special Variance, the proposed development explanation shall provide facts and evidence sufficient to enable the Planning Commission to make findings in compliance with the criteria set forth in this section while avoiding conflict with the Comprehensive Plan.

One of the following sets of criteria shall be applied as appropriate.

- A. The unique nature of the proposed development is such that:
1. The intent and purpose of the regulations and of the provisions to be waived will not be violated; and
 2. Authorization of the special variance will not be materially detrimental to the public welfare and will not be injurious to other property in the area when compared with the effects of development otherwise permitted.
- B. The variance approved is the minimum variance needed to permit practical compliance with a requirement of another law or regulation.
- C. When restoration or replacement of a nonconforming development is necessary due to damage by fire, flood, or other casual or natural disaster, the restoration or replacement will decrease the degree of the previous noncompliance to the greatest extent possible.

Sec. 17.66.90. Application.

The application shall include all of the items listed in Chapter 17.18 for submission of a land use application. ~~An application for an adjustment or variance shall be made on forms provided by the Director and include the following, where applicable:~~

- ~~A. Description of the land (address, lot, block, tract, or similar description) on which the proposed development is to take place.~~
- ~~B. Narrative addressing how the application meets the specified review criteria.~~
- ~~C. Site plan no larger than 11 inches by 17 inches (include a reduced copy if drawn larger) suitable for photocopy reproduction. The site plan shall be drawn to scale and show:

 - ~~1. Relationship of the site to adjoining properties, streets, alleys, structures, public utilities, and drainageways;~~
 - ~~2. Lot line dimensions;~~
 - ~~3. Existing and proposed structures;~~
 - ~~4. Structures on adjacent property(ies) affected by the request;~~
 - ~~5. Vehicle and pedestrian access points and accessways;~~
 - ~~6. Drainageways and any other prominent features;~~~~

~~7. Location of trees and shrubs over three feet in height;~~

~~8. Fences and walls;~~

~~9. Off-street parking facilities;~~

~~10. Any other information relevant to the proposal.~~

~~The Director may modify the submission requirements as necessary.~~

Sec. 17.66.100. Elevation of application type.

Prior to the decision date, the review of a Type ~~I or~~ II adjustment or variance, and any comments received, may cause the Director to elevate the request to a Type III Variance. In this case, the Director shall notify the Applicant and any parties in writing, giving the reason(s) that the application is found to qualify as a Type III Variance, requesting any additional information required by this Chapter, and requesting any additional fees applicable under the redefined application type. Upon receipt of new application materials and payment of the revised application fee, the Director shall schedule a public hearing [in accordance with Chapter 17.20](#) and serve public notice as required in ~~this~~ Chapter [17.22](#).

Sec. 17.66.190. Effective period of approval.

Approval of an adjustment or variance shall be effective for a two-year period from the date of approval, unless substantial construction has taken place. The Director (Type I and Type II) or Planning Commission (Type III) may grant a one-year extension if the applicant requests such an extension prior to expiration of the initial time limit.

CHAPTER 17.72 CONGREGATE HOUSING LIVING

Sec. 17.72.00. Purpose.

The purpose of ~~a CH district~~ congregate living is to provide housing alternatives for senior citizens, elderly or handicapped persons, and others living in a congregate living facility. The standards set forth in this section are intended to ensure that congregate housing living developments provide a minimum of services and facilities to accommodate the needs of the residents occupants and to relieve any possible detrimental effects of the development on surrounding properties.

Sec. 17.72.10. Justification.

This chapter recognizes that congregate living ~~housing for senior citizens and handicapped persons~~ customarily has less impact on surrounding properties than typical multi-family developments providing the same number, or fewer units, and therefore, deserves special consideration.

Sec. 17.72.20. Establishment of congregate housing living.

Congregate housing living facilities may be permitted as conditional uses in the R-2, R-3 and C-1 zoning districts.

Sec. 17.72.30. Density standards.

The Planning Commission may increase the underlying density of the zoning district through the conditional use permit process if warranted based on the size of the dwelling living units, number of proposed occupants, lesser impact on surrounding properties, and other relevant factors. Density is limited to the increase in the following chart:

Zone	Percentage of Increase
R-2	25%
R-3	50%
C-1	50%

Sec. 17.72.40. Dimensional standards.

The setbacks and height limitations shall be in compliance with the standards of the underlying zoning district.

Type	Standard
Minimum Lot Width, Depth, Frontage, Setbacks, Projections, and Accessory Structures, and Height	Same as underlying district
Landscaping	20%
Off-Street Parking	See Chapter 17.98

Sec. 17.72.50. Additional requirements.

~~A. *Age Restriction.* Congregate housing is intended for persons 55 years of age and older or handicapped persons.~~

AB. *Any principal or accessory use allowed in the zoning district may be provided.* These uses shall be primarily for ~~residents~~occupants and guests.

BC. *Community Space.* All complexes shall have a minimum of 15 square feet of community space for social and recreational opportunities per occupant, based on one person per bedroom. Community space may include, but is not limited to:

1. Game room, meeting rooms, music or craft rooms.
2. Congregate Dining Facilities. Complexes with or without kitchen facilities in each unit may include congregating dining facilities providing regular daily meals for ~~residents~~occupants. Areas used as congregating dining areas may be applied to the minimum community space requirements.

CD. *Laundry and Storage.* A minimum of ten square feet of general storage area (80 cubic feet) other than regular kitchen, bedroom and linen storage shall be provided within each unit. Complexes, which do not include laundry facilities in the units, shall have adequate laundry facilities accessible to all tenants.

DE. *Design Standards.* The design of the building and the site and landscaping plans shall be subject to review. Special considerations for this use may include, but are not limited to:

1. Compatibility in style, colors, materials, and scale with the general character of the neighborhood.
2. Defining semi-public, semi-private and private spaces.
3. Minimizing barriers to handicapped or elderly persons.
4. Security and protection for ~~residents~~occupants.

CHAPTER 17.74 ACCESSORY DEVELOPMENT—ADDITIONAL PROVISIONS AND PROCEDURES¹⁸

Sec. 17.74.00. Intent.

These provisions are intended to establish the relationship between ~~principal~~primary and accessory development and specify criteria for regulating accessory developments.

In addition to uses expressly included in each zoning district as primary or conditional uses, each district shall provide for accessory developments identified in ~~this~~the underlying zoning district and as specified in this chapter. When a proposed accessory use is not specified, the Director shall determine the appropriateness of the use and whether it is customarily associated with, and subordinate to, the ~~principal~~primary development. The Director shall base the decision on the similarity of the proposed accessory development to those developments specifically identified as accessory to the ~~principal~~primary developments and the relationship between the proposed accessory development and ~~principal~~primary development. The Director's determination shall be made in accordance with procedures set forth in Chapter 17.14—Request for Interpretation.

Sec. 17.74.10. Residential accessory structures.

Accessory structures (e.g., sheds) may be constructed or installed when in conformance with the standards of this section. A detached accessory structure shall be separated from the primary structure by at least six feet. An accessory structure located closer than six feet from the primary structure shall be considered attached and is required to comply with the same setbacks as the primary structure.

- A. *Detached Accessory Structure Setbacks.* Table 17.74.10 below and Figures 17.74.10.A. and B. specify setbacks for detached accessory structures. If not specified below, these structures are subject to the standards identified in the respective zoning district where the structure is to be located. For purposes of these regulations, solariums, greenhouses, garages, or other enclosed areas which are attached to the residential structure shall not be considered accessory but shall be considered part of the ~~primary building~~main dwelling. Rigid frame fabric structures are considered accessory structures subject to these standards.

Table 17.74.10: Setbacks for Detached Accessory Structures (Sheds)

Accessory Structure Size	Interior Side Yard Setback	Rear Yard Setback
Up to 120 sq. ft., Up to 10 ft. tall	1 foot	1 foot
Up to 120 sq. ft., Up to 12 ft. tall	3 feet	3 feet
Larger than 120 sq. ft. up to 200 sq. ft. and up to 12 ft. in height	3 feet	3 feet
Larger than 200 sq. ft. or taller than 12 ft. in height	5 feet minimum or same as primary structure whichever is greater	15 feet minimum or same as primary structure whichever is greater

¹⁸Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2014-05, effective June 2, 2014. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Figure 17.74.10-A: Interior Lot

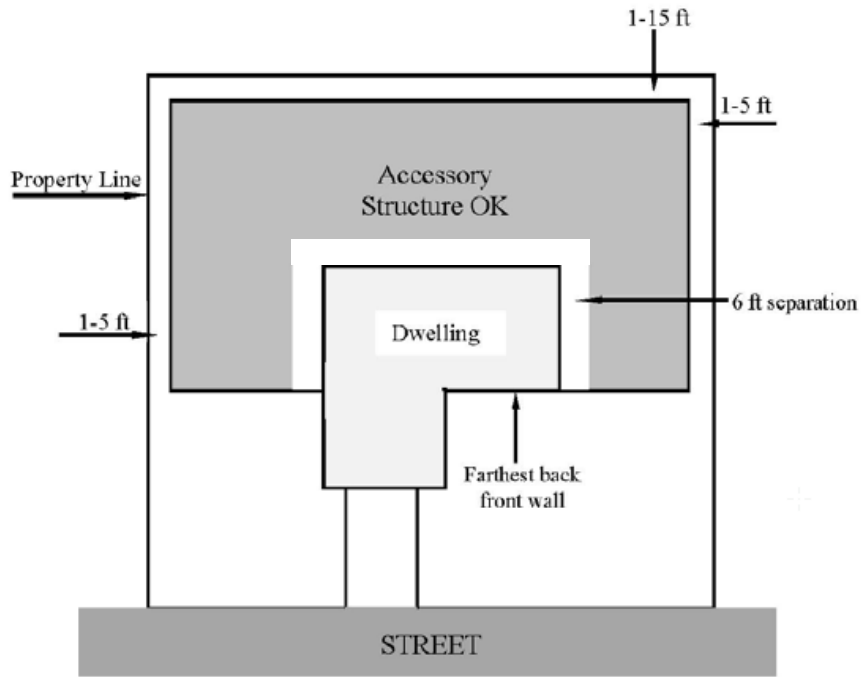
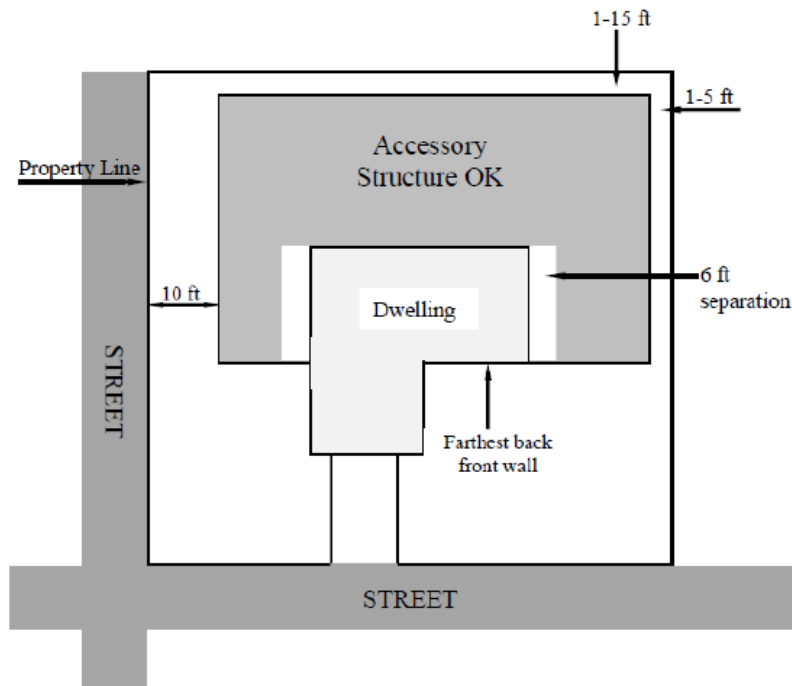


Figure 17.74.10-B: Corner Lot



B. General Standards.

1. No accessory structure shall be located in front of the ~~principal~~primary building. If located to the side of the ~~principal~~primary building on an interior lot, the structure shall not be placed closer to the front lot line than the farthest back front wall of the ~~principal~~primary building.
2. An accessory structure located on the street side of a corner lot shall follow the same setbacks as the ~~principal~~primary building. ~~(ten feet).~~
3. The roof of the structure shall be constructed so that water runoff from the structure does not flow onto an abutting parcel.
4. Accessory structures for private vehicle storage which have an entrance from the street side yard ~~(except alleys.)~~ shall have a minimum street side yard setback of 20 feet.
5. The total accumulative square footage of all accessory structures on an individual lot shall not exceed 1,200 square feet.
6. ~~No~~An accessory structure shall not exceed a maximum height of 16 feet.
7. An accessory structure may be located on an adjacent lot that does not contain a primary structure provided:
 - a. Both lots are under the exact same ownership; and
 - b. A deed restriction is recorded requiring the accessory structure to be removed within 30 days of transfer of ownership of either lot into separate ownership; and
 - c. The accessory structure complies with setback requirements as applied to the lots under same ownership.
8. Exception for Temporary Use of Rigid Frame Fabric Membrane Structures. Exceptions to these standards may be made by the ~~Planning~~Director for temporary storage of materials for not more than three days within any 30-day period.

Sec. 17.74.20. Projecting building features.

- A. *Setback Projections.* The following building features may project into ~~portions of~~ a required yard setback by no more than the amount specified below:

Table 17.74.20: Projections into Setbacks for ~~Projecting~~ Building Features

Feature	Front Yard	Side Yard	Rear Yard
Architectural Appendages ¹	5 ft.	2½ ft.	5 ft.
Awnings	5 ft.	2½ ft.	5 ft.
Chimneys	5 ft.	2½ ft.	5 ft.
Decks (unroofed) - ground level 30 inches in height or less	5 ft.	2½ ft.	Footnote ²
Decks (unroofed) - ground level more than 30 inches in height or second story (building permit required)	5 ft.	2½ ft.	Footnote ³
Eaves	5 ft.	2½ ft.	5 ft.
Fire Escapes, Landings (unroofed) and Stairs	5 ft.	2½ ft.	5 ft.
Planters	5 ft.	2½ ft.	5 ft.
Porches (roofed)	5 ft.	2½ ft.	Footnote ³
Windows (bow or bay)	5 ft.	2½ ft.	5 ft.

Footnotes:

¹ Architectural features shall not include any portion of a structure built for the support, conveyance, occupancy, shelter, or enclosure of persons, chattels, or property of any kind.

² Must maintain a minimum rear yard setback from rear property line of five feet.

³ Must maintain a minimum rear yard setback from rear property line of ten feet.

B. *Vertical Projections.* Height limitations shall not apply to the following:

1. Fire and parapet walls.
2. Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain a structure. No penthouse or roof structure or any space above the height limitation shall be allowed for the purpose of providing additional floor space.
3. Smokestacks.
4. Steeples.
5. Windmills.
6. Other similar structures.

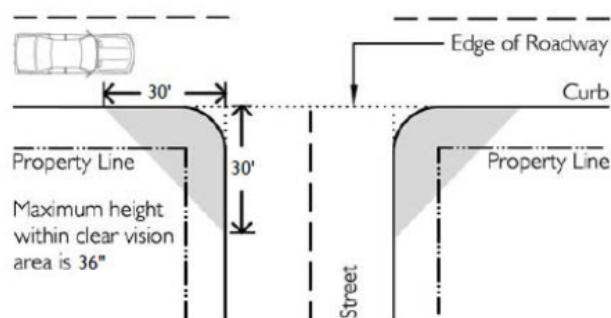
Sec. 17.74.30. Vision clearance area.

- A. A vision clearance area shall be maintained on each corner of ~~property~~ a lot or tract at the intersection of two streets, or the intersection of a street with an alley. No visual obstruction (e.g., sign, structure, solid fence, or vegetation) shall be placed or located in the "vision clearance area" between the height of ~~36 inches (three feet)~~ and eight and one-half feet measured from the street grade or alley grade at the curb line, or where curbs are absent from the edge of asphalt as specified in the table below.
- B. A vision clearance area shall consist of a triangular area formed by the intersection of the curb lines, measured from the street grade or alley grade at the curb line, or where curbs are absent from the edge of asphalt as specified below.

Table 17.74.30. Vision Clearance Distances

Functional Street Classification	Measurement along curb line
Intersection of a street and an alley	20 feet
Intersection of a street and another street	30 feet

Figure 17.74.20 – Vision Clearance Measurement



C. The foregoing provisions shall not apply to the following:

1. A public utility pole, signal pole, light pole, or other utility appurtenance.
2. A tree trimmed (to the trunk) to a line at least eight feet above the level of the intersection.
3. Vegetation that is not planted in the form of a hedge and which is so planted and trimmed to leave at all seasons a clear and unobstructed cross view.
4. A supporting member or appurtenance to a permanent building lawfully existing on the date this Code is adopted.
5. An official warning sign or signal.
6. A place where the natural contour of the ground is such that there can be no cross-visibility at the intersection.
7. A sign mounted ten feet or more above the ground with supports that do not encroach into the clear vision area.
8. A signalized intersection.

Sec. 17.74.40. Fences and retaining wallswindcreens.

A. Fences—Residential.

1. *Fences on corner lots.* Any fence or retaining wall, constructed upon or adjacent to any property line that abuts two or more intersecting streets, shall not exceed three feet in height within the vision clearance area as specified in Section 17.74.30.
2. *Fences in a front yard.* The height of a fence or retaining wall in a front yard shall not exceed four feet.
3. *Fences—Side and rear yards abutting streets.* The height of a fence, ~~or~~ retaining wall, or a combination of the two in a side or rear yard abutting a public right-of-way shall not exceed six feet above the grade of the right-of-way.
4. *Fences—Side and rear yards abutting other lots.* The height of a fence, ~~or~~ retaining wall, or a combination of the two in a side or rear yard abutting other lots shall not exceed eight feet above the grade of the right-of-way.
5. *Sight Obscuring Hedges.* Trees or shrubs that form a sight-obscuring hedge shall comply with the same height requirement as a fence within the clear vision area. Deciduous trees separated by at least 15 feet may grow to any height.
6. *Front Yard Fences for Existing Dwellings on Major Arterials.* The height of a fence in a front yard for an existing dwelling (constructed prior to July 1, 1996) facing a major arterial shall not exceed a height of six feet outside the clear vision area.
7. *Fences on Through Lots.* Gates are required in rear-yard fences on through-lots since it remains the property owners' responsibility to maintain the area from the curb or edge of pavement to a proposed fence.

B. Fences—Commercial/Industrial.

1. *Fences on corner lots.* Any fence or retaining wall, constructed upon or adjacent to any property line that abuts two or more intersecting streets, shall not exceed three feet in height within the clear vision area.
2. *Fences in a front yard (Commercial).* The height of a fence or retaining wall in a front yard shall not exceed four feet.

3. *Fences in a front yard (Industrial).* The height of a fence or retaining wall in a front yard shall not exceed six feet.
 4. *Fences—Side and Rear Yards.* The height of a fence or retaining wall adjacent to a side or rear yard or a side or rear property line shall not exceed eight feet.
 5. *Sight Obscuring Hedges.* Trees or shrubs that form a sight-obscuring hedge shall comply with the same height requirement as a fence within the clear vision area. Deciduous trees separated by at least 15 feet may grow to any height.
- C. *Fence Regulations for Recreation Areas.* Any recreational court may be enclosed by a wire fence not exceeding 12 feet in height provided that no part of the court fence is within 20 feet of any street.
- D. *Fence Regulations for Swimming Pool/Hot Tub Areas.* A swimming pool, hot tub, or other human-made outside body of water, which has a depth greater than 18 inches shall be enclosed with a fence not less than four feet and not more than eight feet in height. If located on or surrounded by a deck, the deck shall be enclosed with a railing with a height of not less than four feet and not more than eight feet. The fence or railing shall not have any openings, holes, or gaps larger than four inches square, except for doors or gates. Any gate shall be equipped with a self-closing, self-latching device. A dwelling unit and/or accessory building may form part of the enclosure.

~~Exception: This regulation does not apply to wetland areas and storm water detention facilities. However, fencing requirements may be imposed through the design review process.~~

E. Fence Regulations for Stormwater Detention Facilities and Human-Made Wetlands. A stormwater detention facility or human-made wetlands, which is designed for a water depth greater than 18 inches, shall be enclosed with a black coated chain link fence not less than six feet and not more than eight feet in height.

FE. Wire Fences.

1. Barbed wire fencing may be permitted for agricultural, community service, commercial or industrial uses when the wire is employed on the top of any other type of fencing, and when the barbed wire is a minimum of six feet above the finished ground surface, and does not extend over a public right-of-way. The maximum height shall not exceed eight feet.
2. No electrically charged or sharp pointed fencing such as razor wire (other than barbed wire fencing) shall be constructed or maintained within the city limits.

GF. Fences in excess of ~~six~~ seven (7) feet in height require a building permit in accordance with Title 15.

(Ord. No. 2021-03 , § 6(Exh. F), 5-17-2021)

Sec. 17.74.50. Decks.

- A. Decks may encroach into required yard areas as specified in Section 17.74.20, above.
- B. Decks greater than 30 inches in height require a building permit ~~for structural~~ in accordance with Title 15. ~~and zoning review.~~

Sec. 17.74.60. Temporary uses or structures.

- A. *Temporary Uses.* Temporary uses, as defined in Chapter 17.10—Definitions, not located within a structure, may be permitted for a period not to exceed 90 days, provided a temporary permit is first obtained under the Type I procedure. Renewal of a temporary permit shall be processed under the Type II procedure, ~~and may require a public hearing.~~

- B. *Temporary Structures.* Temporary structures in connection with the building or sale of dwellings and land, and construction of industrial or commercial facilities may be permitted, for a period not to exceed one (1) year, provided a temporary permit is first obtained under the Type I procedure. Renewal of a temporary permit shall be processed under the Type II procedure. ~~and may require a public hearing.~~
- C. *Portable Outdoor Storage Unit.* Portable outdoor storage units may be placed on a lot, including within the setback areas, for not more than 60 days (any portion of a day, between 12:00 a.m. and ending at 11:59 p.m., shall be counted as a day) within any 12 month period. Portable outdoor storage units shall not be located in the public right-of-way and shall not restrict access to any walkway.

Sec. 17.74.70. Accessory dwelling units.

Accessory dwelling unit (ADU) regulations are intended to:

- Provide a cost-effective means of serving development through the use of existing infrastructure, rather than requiring new infrastructure to serve development.
- Increase the supply of affordable housing without government subsidies.
- Benefit older homeowners, single parents, young homebuyers, and people with disabilities.
- Integrate affordable housing more uniformly in the community.
- Provide a means for adult children to give care and support to a parent in a semi-independent living arrangement.
- Help maintain the Urban Growth Boundary (UGB) by creating more housing opportunities within existing urban areas.

A. *Permitted Zoning Districts.* Accessory dwelling units (ADU) are permitted in the following zoning districts: Single-Family Residential (SFR), Low Density Residential (R-1), Medium Density Residential (R-2), High Density Residential (R-3), Central Business District (C-1) and Village Commercial District (C-3). An ADU shall not be permitted on the same lot as a duplex.

B. *Dimensional Standards.*

Type	Standard
Minimum Average Lot Width, Frontage, Depth	Same as underlying zoning district
Maximum square footage	720 sq. ft.
Maximum number of occupants	3
Setbacks	Same as underlying zoning district
Structure Height	Same as underlying zoning district
Building Site Coverage	No maximum
Off-Street Parking	No minimum
Landscaping	Same as underlying zoning district

C. *Design Standards.*

1. The accessory dwelling unit shall be accessory to the primary residence.
2. The ADU shall have a pedestrian walkway that connects the primary entrance of the ADU to the public sidewalk. The pedestrian walkway shall consist of ~~materials such as~~ concrete, asphalt, stone, brick, permeable pavers and shall be permanently affixed to the ground with gravel subsurface. ~~or~~ Other materials may be requested as part of a discretionary review and as

approved by the Director. ~~The pedestrian walkway shall be permanently affixed to the ground with gravel subsurface or a comparable subsurface as approved by the Director.~~

3. An ADU may be ~~either stick-built, or a modular~~ /prefabricated, or a manufactured home dwelling unit in compliance with Section 17.90.140.
 4. Detached ADUs shall provide at least three of the Required Design Elements ~~design standards consistent with~~ in Subsection 17.90.150.F on the street-facing façade(s) and shall provide at least ten percent windows on the ground floor elevation of the street facing façade(s). These standards apply even if the ADU is located behind the primary residence; in such cases, the standards apply to the façade that is closest to and within 45 degrees of the street.
 5. Primary entrances shall not be in front of the primary residence.
- D. *Permit Issuance.*
1. A permit to construct or alter a dwelling to accommodate an ADU may be issued under a Type I procedure if the application is in compliance with the ADU standards.
 2. Required permit information shall be limited to that for single-family dwellings.
 3. Construction permit fees shall be based on the same fee schedule as a single-family dwelling.
 4. An ADUs may be added to an existing residential dwelling or built concurrently with a new residence.
- E. *Additional Requirements.*
1. The ADU shall connect to municipal water in accordance with the 2022 Water System Master Plan. ~~and sanitary sewer if the primary dwelling is connected to the municipal water and sewer system.~~
 2. The ADU shall connect to municipal sewer if service is currently within 200 feet of the site, as measured from the nearest property line. Sites more than 200 feet from municipal sewer, shall only be approved to connect to an alternative disposal system provided all of the following are satisfied:
 - a. A county septic permit is secured and a copy is provided to the City;
 - b. The property owner executes a waiver of remonstrance to a local improvement district and/or signs a deed restriction agreeing to complete improvements, including but not limited, to curbs, sidewalks, sanitary sewer, water, storm sewer or other improvements required under Chapter 17.84;
 - c. The minimum size of the property is one acre or is a pre-existing legal lot, as determined by the City;
 - d. Site consists of a legal lot(s) created through dividing property in the city, which is less than five acres in size.
 23. The accessory dwelling unit shall meet applicable building code requirements for two-family dwelling units, pursuant to SMC 15.04.120.
 34. ~~Legal-Non-permitted~~ ADUs may be ~~legalized~~ permitted if they ~~conform, or~~ are brought into conformance with the Sandy Municipal Code and the Building Code, pursuant to SMC 15.04.120, and including approval of a land use application. ~~Oregon Structural Specialty Code.~~
 4. ~~Periodic review of ADUs shall be conducted by the City to evaluate and reconsider existing densities.~~

(Ord. No. 2021-03 , § 6(Exh. F), 5-17-2021)

Sec. 17.74.80. Home businesses.

The provision for a home business is in recognition of the needs of many people who are engaged in small-scale business ventures, which cannot be expanded to a full-scale enterprise. It is the intent of this section that full-scale commercial or professional operations, which would ordinarily be conducted in a commercial or industrial district, continue to be conducted in the appropriate zoning district and not a dwelling. These regulations apply to family day care businesses.

A. Home Business Regulations.

1. No sign is used other than a nameplate indicating the name of the resident (not the business name) not over two sq. ft. in area.
2. There is no display that will indicate from the exterior that the building is being used in whole or in part for any purpose other than a dwelling.
3. There is no outside storage of materials other than plant materials.
4. The home occupation is licensed by the eCity.
5. There is no more than one non-resident employee working on the site.
6. The building retains the characteristics of a residence.
7. The use does not destroy the residential character of the neighborhood.

B. Complaint Procedures.

1. Complaints on Items 1 through 5 will be handled routinely by the Director.
2. Complaints on Items 6 and 7 will be dealt with as follows:
 - a. Upon receipt of three written complaints specifically stating the nature of the objection from three separate households located within 300 feet of the boundary of the affected property, the Director shall:
 - i. Investigate the complaints;
 - ii. Prepare a report to the Planning Commission; and,
 - iii. Schedule a public hearing before the Planning Commission to make a decision on the validity of the complaint.
3. Standards evaluating complaints shall include:
 - a. Generation of excessive traffic;
 - b. Monopoly of on-street parking spaces;
 - c. Frequent deliveries and pickups by motor freight;
 - d. Noise in excess of that created by normal residential use (either in terms of volume or hours of occurrence);
 - e. Smoke, fumes, or odors in excess of those created by normal residential use;
 - f. Other offensive activities not in harmony with a residential neighborhood.
4. Planning Commission Action. The Planning Commission, upon hearing the evidence may:

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(Supp. No. 1, Update 5)

-
- a. Approve the use as it exists;
 - b. Require the use to be terminated;
 - c. Impose appropriate restriction, such as limiting hours of operation, establishing a phase-out period or other measures insuring compatibility with the neighborhood.

Sec. 17.74.90. Food and beverage carts.

- A. *Intent.* The purpose of these regulations is to permit food and beverage carts on a year-round basis where eating and drinking establishments are permitted outright.
- B. *Applicability.* The provisions of this section apply to food and beverage carts used in the preparation and/or sales of food and beverage items to the general public. Drive-through uses are not permitted as food carts under this section. Carts must be mobile units but are not permitted to operate from a motorized vehicle. An example of a mobile unit that meets this standard includes a trailer modified for the purpose of selling food (but not a food truck or RV). [Food and beverage carts used at temporary duration events of three days or less are not subject to the motorized vehicle restrictions but are subject to the requirements of Section 17.74.60 for a temporary use.](#)
- C. *Permit Required.*
1. Food and Beverage Carts are required to obtain a ~~Food Cart Permit~~[and use approval](#) and a City of Sandy Business License prior to operating.
 2. The initial permit review for a Food Cart ~~Permit~~[Location](#) shall follow a Type II review procedure per the requirements of Chapter 17.18.
 - ~~3. Food Cart permits are valid for the calendar year in which they are issued and will be renewed through a Type I procedure, except if the use was the subject of a City Code Enforcement action. If an enforcement action has occurred, the use shall be reviewed at the time of renewal following the Type II review procedure.~~
- D. *Submission Requirements [for Food Cart Location](#).* An application for a permit to allow operation of one or more food carts on private property shall be on forms provided by the ~~Director~~[City](#) and include materials listed as follows:
1. A completed General Land Use Application and application fee.
 2. List and mailing labels for property owners within ~~200~~[300](#) feet of the subject property.
 3. Site plan drawn to scale including:
 - a. Site dimensions.
 - b. Relationship of the site to adjoining properties, streets, alleys, structures, public utilities, and drainage ways.
 - c. Number and location of food carts on the site.
 - d. Individual square footage of all food carts.
 - e. Accessible pedestrian route clearances.
 - f. Size, location, and clearances of customer seating areas.
 - g. Vehicular circulation and access points.
 - h. Parking, maneuvering and loading areas.
 - i. Location and design elevation of all structures.
 - j. Location and specification of landscaped areas.
 - k. Location and specifications of food cart pads.
 - l. Location and design of fences and walls.

- m. Number and location of trash and recycling areas.
 - n. Location and type of auxiliary storage.
 - ~~4. Pictures or architectural elevations of proposed food cart(s).~~
 - ~~5~~4. Proximity to bathroom and written permission, if applicable.
 - ~~6~~5. Disposal plan for wastewater and gray water.
 - ~~7~~6. Exterior lighting plan indicating location, size, height, typical design, material, color, and method of illumination.
 - ~~8. Written verification that the food cart has been inspected and meets applicable County Health regulations.~~
 - ~~9~~7. Any additional information that may be required by the Director to properly evaluate the proposed site plan.
 - ~~10~~8. The Director may waive any of the requirements above where determined that the information required is unnecessary to properly evaluate the proposal.
- E. Submission Requirements for Individual Food Cart. An application for a permit to allow operation of a food cart on private property shall be on forms provided by the City and include materials listed as follows:
- 1. A completed Food Cart Permit Application and application fee.
 - 2. City of Sandy Business License and fee.
 - 3. Pictures or architectural elevations of the proposed food cart.
 - 4. Written verification that the food cart has been inspected and meets applicable County Health regulations, and OLCC regulations, as necessary.
 - 5. Written verification that the food cart has been inspected and approved by the Fire Marshal.
- F. Standards for Food and Beverage Carts. An application for a food and beverage cart shall be reviewed for compliance with the following standards:
- Location and Design.*
- 1. Drive-through uses are not permitted in food carts.
 - 2. Carts shall not exceed 20 feet in length, not including the trailer hitch, or be greater than 200 square feet.
 - 3. All carts shall be placed on a paved surface such as but not limited to concrete, asphalt or pavers, or other approved material excluding gravel. If new paved surface is added to a site to accommodate a cart, the parking area shall comply with applicable parking design standards contained in Chapter 17.98.
 - 4. Carts shall be located at least three feet from the public right-of-way or back of sidewalk, whichever provides the greater distance from the public right-of-way.
 - 5. Carts shall be located at least five feet away from other carts.
 - 6. Carts shall not be located within 25 feet of an active driveway entrance as measured in all directions from where the driveway enters the site at the edge of the street right-of-way.
 - 7. Carts shall not occupy fire lanes or drive aisles necessary for vehicular circulation or fire/emergency vehicle access and shall be stabilized as approved by the Fire Marshal.
 - 8. Customer service windows shall be located at least five feet from an active drive aisle used by cars.

9. Carts shall not occupy pedestrian walkways or required landscape areas.
10. Carts shall not occupy parking needed to meet minimum vehicle and bicycle parking requirements per Chapter 17.98. Blocking automobile access to parking spaces shall be considered occupying the spaces.
11. Each food cart shall provide a minimum of one paved off-street parking space for employee use or provide proof of written permission from an adjacent business or property owner within one-quarter mile of the subject site allowing the food cart operator to share parking facilities, [unless exempt in accordance with Section 17.98.20 \(A\)\(1\)](#).
12. The exterior surfaces of all carts shall be clean and free from dents, rust, peeling paint, and deterioration, and windows shall not be cracked or broken. Day-glo and highly reflective colors are prohibited.
13. Each cart shall provide an awning for shelter to customers with a minimum clearance of seven feet between the ground and the awning.
14. ~~Tents and canopies~~ [Awnings](#) shall not have ~~not~~ tears, mold, or broken or non-functioning supports and shall be securely anchored.
15. Carts shall limit the visual effect of accessory items not used by customers, including but not limited to tanks, barrels, etc. by screening with a site-obscuring fence or landscaping, or containing them within a small storage shed.
16. All seating areas shall be located on the subject property at least ten feet from a food cart and seating areas shall be separated from parking areas by an approved fence or barrier.
17. Signage shall comply with Chapter 15.32, Sign Code regulations. Each cart is permitted one A-frame sign.
18. Auxiliary storage shall be provided on site when there are four or more food carts. The structure for auxiliary storage shall meet Chapter 17.90, Design Standards.

Fire Safety.

19. Carts shall meet Fire Code requirements regarding distances from other structures or combustible materials.
20. Any cooking ~~device equipment producing smoke within a food cart that creates~~ or grease-laden vapors shall [be equipped with an approved hood and fire-extinguishing system and an exhaust system that complies with all equipment and performance standards found in NFPA or as otherwise approved](#) ~~provide an approved hood and fire-extinguishing system and an exhaust system that complies with all equipment and performance standards found in NFPA or as otherwise approved~~ ~~or be the type with a self-closing lid as approved~~ [approved](#) by the Fire Marshal.
21. Appropriate fire extinguishers are required [as approved by the Fire Marshal](#).
22. Propane tanks shall be stored and handled properly and be located at least ten feet from combustible vegetation and trash receptacles and 20 feet from a potential ignition source. Propane tanks shall remain outdoors and be secured from falling. [LP-Gas systems on carts shall be certified for compliance with NFPA 58 by an approved company with expertise in installation, inspection, and maintenance of LP-Gas systems.](#)
23. Carts shall not have any internal floor space available to customers.

Health and Sanitation.

24. Trash and recycle receptacles shall be provided on site, and must be emptied and maintained. Trash and recycle receptacles shall be provided at a rate of one receptacle for every food cart. Where the food cart operator proposes to provide a common seating area a minimum of one trash receptacle and one recycle receptacle shall be provided in the common seating area.

25. Restrooms with handwashing facilities shall be provided for employees and customers. The restroom can be on-site or within one-quarter mile or a five-minute walk (such as at a neighboring business) and must be available during the cart's hours of operation. If the restroom is not on-site, the food cart operator shall submit written permission from an adjacent business or property owner where the facility is located.
26. Sites containing more than one food cart shall provide a restroom facility on-site.
27. Wastewater and gray water shall be disposed of properly without harm to the environment or city infrastructure. An approved disposal plan shall detail storage and removal methods and meet the requirements of Title 13 of the Sandy Municipal Code.
28. Food carts that are fully contained; i.e., carts that provide their own water, power, and waste disposal, are permitted with no additional utility considerations beyond the permitting process and site plan approval described herein. Food carts that require a water source, power source, or waste disposal location are permitted only where the Director has approved site plans that show safe access and location of the aforementioned provisions. Such provisions may be subject to all applicable building permits and System Development Charge requirements.

FG. *Conditions of Permit Land Use Decision.* ~~The permit issued shall be in a form deemed suitable by the Director.~~ In addition to naming the property owner as permittee and other information deemed appropriate, the permit land use decision shall contain the following minimum conditions.

1. Permit Land Use Decision requirements for individual food cart:
 - a. An approved City of Sandy Business License. ~~Each food cart permit issued shall terminate December 31 of the year in which it is issued.~~
 - b. The permit issued shall be personal to the permittee only and is not transferable in any manner. The permittee will be responsible for compliance with all conditions of approval.
 - c. The permit is specifically limited to the area approved or as modified by the Director, ~~and will include a site plan indicating the area approved for the operation of one or more food carts and the location of common seating areas, if provided.~~
2. Requirements for properties containing one or more food carts:
 - a. The property containing one or more food carts and all things placed thereon shall at all times be maintained in a safe, clean, and orderly condition. Only those things authorized by the permit land use decision and shown on the site plan may be stored on the subject property.
3. Additional licensing requirements: All mobile food carts shall be appropriately licensed and approved for operation in Clackamas County as a Class I—IV mobile food cart. Additionally, each food cart ~~shall~~ may be inspected by the ~~Sandy Fire Marshal Department once per calendar year,~~ as warranted by the ~~Sandy Fire Department Fire Marshal~~. All food carts are subject to all applicable eCity, county, and state regulations. The property owner shall ensure that each food cart located on the subject site complies with these regulations.

GH. *Denial, Revocation or Suspension of Permit.*

1. A food cart permit shall be subject to revocation by the Director if the application is found to include false information or if the conditions of approval have not been complied with or are not being maintained.
2. Food carts that have not been in use for over 30 days are determined defunct and shall be removed from the private property which they are located.

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3. Food carts that have not been in use for over 60 days are determined abandoned and shall be removed in accordance with nuisance regulations as described in Title 8 of the Sandy Municipal Code.
 4. Reapplication for a food cart, which has been denied or revoked, cannot be made within one year from the date of the Director's action, except that the Director may schedule a hearing before the City Council if there is new evidence or a change in circumstances.

CHAPTER 17.80 ADDITIONAL SETBACKS ON COLLECTOR AND ARTERIAL STREETS¹⁹

Sec. 17.80.00. Intent.

The requirement of additional special setbacks for development on arterial or collector is intended to provide better light, air, and vision on more heavily traveled streets. The additional setback, on substandard streets, will protect collector and arterial streets and permit the eventual widening of streets.

Sec. 17.80.10. Applicability.

These regulations apply to all collector and arterial streets as identified in the ~~latest adopted~~ [2023 City of Sandy Transportation System Plan \(TSP\)](#). The Central Business District (C-1) is exempt from Chapter 17.80 regulations.

Sec. 17.80.20. Specific setbacks.

Any structure located on streets listed above or identified in the [2023 City of Sandy Transportation System Plan](#) as arterials or collectors shall have a minimum setback of 20 feet measured from the property line. This applies to applicable front, rear, and side yards.

CHAPTER 17.82 SPECIAL SETBACKS ON TRANSIT STREETS²⁰

Sec. 17.82.00. Intent.

The intent is to provide for convenient, direct, and accessible pedestrian access to and from public sidewalks and transit facilities; provide a safe, pleasant, and enjoyable pedestrian experience by connecting activities within a structure to the adjacent sidewalk and/or transit street; and, promote the use of pedestrian, bicycle, and transit modes of transportation.

Sec. 17.82.10. Applicability.

This chapter applies to all residential development located adjacent to a transit street. A transit street is defined as any street designated as a collector or arterial, ~~unless otherwise designated in the~~ [or other streets meeting the "transit street" definition in the 2020 Sandy Transit System Master Plan](#).

¹⁹Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2018-29, effective December 5, 2018. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

²⁰Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2018-29, effective December 5, 2018. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Sec. 17.82.20. Building orientation.

- A. For the purposes of this section, a building entrance that is “oriented toward” a street or other feature shall:
1. Face the street/feature or be at an angle of up to 45 degrees from the street/feature; and
 2. Be located within 25 feet of the street/feature.
- B.A. All residential ~~dwelling~~buildings shall have at least one ~~their~~-primary entrances oriented toward a transit street rather than a parking area, or if not adjacent to a transit street, toward a public right-of-way or private walkway which leads to a transit street.
- C.B. Dwellings shall have a primary entrance connecting directly between the street and building interior. A ~~clearly marked, convenient, safe and~~-lighted pedestrian route shall be provided to the entrance, from the transit street. The connection may not be more than 20 feet longer or 120 percent of the straight line distance. The pedestrian route shall consist of ~~materials such as~~-concrete, asphalt, stone, brick, or permeable pavers and shall be permanently affixed to the ground with gravel subsurface, ~~or~~ Other materials may requested as part of a discretionary review and-as approved by the Director. ~~The pedestrian path shall be permanently affixed to the ground with gravel subsurface or a comparable subsurface as approved by the Director.~~
- C. Primary dwelling entrances shall be ~~architecturally emphasized and~~-visible from the street, ~~and~~ shall include a covered porch at least five feet in depth, and shall be architecturally emphasized using with one or more of the following features: transom windows (minimum area 3 square feet); at least two ornamental light fixtures flanking the entry; a larger door (125% of minimum door size); a door with at least 50% transparent glazing; or pilasters or columns that frame the doorway.
- D. If the site has frontage on more than one transit street, the dwelling shall provide at least one ~~main~~-primary entrance oriented to a transit street or to a corner where two transit streets intersect.
- E. *Exception for Flag Lots.* Single-family homes, duplexes, or a single-family home converted to a duplex on a flag lot where the driveway approach to the flagpole is on a transit street and the lot does not have additional frontage on a second transit street are exempt from the standards of Subsections 17.82.20.B. and C.

(Ord. No. 2021-03 , § 7(Exh. G), 5-17-2021)

CHAPTER 17.84 IMPROVEMENTS REQUIRED WITH DEVELOPMENT²¹

Sec. 17.84.00. Intent.

This chapter provides general information regarding improvements required with residential, commercial, and industrial development. It is intended to clarify timing, extent, and standards for improvements required in conjunction with development. In addition to the standards in this chapter, additional standards for specific situations are contained in other chapters.

Sec. 17.84.10. Exceptions.

Single family residential [and duplex](#) development on existing lots [with existing public improvements](#) ~~is~~ [are](#) exempt from this chapter, with the exception of 17.84.30 Pedestrian and Bicyclist Requirements.

Sec. 17.84.20. Timing of improvements.

- A. All improvements required by the standards in this chapter shall be installed concurrently with development, as follows:
1. Where a land division is proposed, each proposed lot shall have required public and franchise utility improvements installed or financially guaranteed in accordance with the provisions of Chapter 17 prior to approval of the final plat.
 2. Where a land division is not proposed, the site shall have required public and franchise utility improvements installed or financially guaranteed in accordance with the provisions of Chapter 17 prior to temporary or final occupancy of structures.
- B. Where specific approval for a phasing plan has been granted for a subdivision, improvements may similarly be phased in accordance with that plan.

(Ord. No. 2021-16 , § 12(Exh. K), 8-16-2021)

Sec. 17.84.30. Pedestrian and bicyclist requirements.

- A. Sidewalks shall be required along both sides of all arterial, collector, and local streets, as follows:
1. Sidewalks shall be a minimum of ~~five~~ [six](#) feet wide on local streets. The sidewalks shall be separated from curbs by a tree planting area that provides separation between sidewalk and curb, [and that meets the dimensional standards of Subsection 17.92.10.D and of the 2023 City of Sandy Transportation System Plan Typical Street Cross Section Standards \(TSP Figures 18-24 and TSP Table 4\)](#), unless modified in accordance with Subsection 3., below.
 2. Sidewalks along arterial and collector streets shall be separated from curbs with a planting area, ~~except as necessary to continue an existing curb-tight sidewalk~~ [unless modified in accordance with Subsection](#)

²¹Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2020-24, effective September 21, 2020. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

- 3., below. The planting area shall be landscaped with trees and plant materials approved by the City. The sidewalks shall be a minimum of six feet wide.
3. Sidewalk improvements shall be made according to City standards. However, if the improvements are made as part of a discretionary review, the City standards may be modified if, ~~unless~~ the Director City determines that the public benefit in the particular case does not warrant imposing a severe adverse impact to a natural or other significant feature such as requiring removal of a ~~mature tree~~ with a trunk 11 inches DBH or greater, requiring undue grading, or requiring modification to an existing building. Any exceptions to the standards shall generally be in the following order.
 - a. ~~Narrow~~ Reduce width of landscape strips to no less than four feet in width measured from the interior edge of the curb to the sidewalk.
 - b. ~~Narrow~~ Reduce width of sidewalk or portion of sidewalk to no less than four feet in width.
 - c. Eliminate landscape strips.
 - d. ~~Narrow~~ Reduce width of on-street improvements by eliminating on-street parking.
 - e. Eliminate sidewalks.
 4. The timing of the installation of sidewalks shall be as follows:
 - a. Sidewalks and planted areas along arterial and collector streets shall be installed with street improvements, or with development of the site if street improvements are deferred.
 - b. Sidewalks along local streets shall be installed in conjunction with development of the site, generally with building permits, except as noted in c., below.
 - c. Where sidewalks on local streets abut common areas, tracts, drainageways, or other publicly owned or semi-publicly owned areas, the sidewalks and planted areas shall be installed with street improvements.
5. Sidewalks shall be designed in conformance with Title 12 of the Sandy Municipal Code and with the City of Sandy Sidewalks Utility Standard Details.
- B. Safe and convenient pedestrian and bicyclist facilities that ~~strive to~~ minimize travel distance to the extent practicable shall be provided as follows:
 1. ~~in conjunction with n~~ New non-residential development shall provide safe and convenient bicycle and pedestrian facilities connecting to adjacent ~~within and between new subdivisions,~~ commercial developments, industrial areas, residential areas, public transit stops, ~~school transit stops,~~ and neighborhood activity centers such as schools and parks, as follows:
 - ~~1a.~~ For the purposes of this section, "safe and convenient" means pedestrian and bicyclist facilities that: are ~~reasonably~~ free from hazards ~~which that~~ would interfere with or discourage travel for short trips; provide a direct route of travel between destinations; and meet the travel needs of pedestrians and bicyclists considering destination and length of trip, and considering that the optimum trip length of pedestrians is 1/4 to 1/2 mile.
 - ~~2b.~~ To meet the intent of B., above, pedestrian rights-of-way connecting cul-de-sacs or passing through ~~unusually long or oddly shaped~~ blocks shall be a minimum of 15 feet wide with eight feet of pavement and seven feet of landscaping.
 - ~~3c.~~ Twelve ~~foot feet~~ wide pathways shall be provided where multiuse paths are planned in the 2023 TSP ~~in areas with high bicycle volumes or multi-use by bicyclists, pedestrians, and joggers.~~

- 4d. Pedestrian connectivity~~Pathways and sidewalks~~ shall be encouraged in new developments by clustering buildings or constructing convenient pedestrian ways. Pedestrian ~~walkways~~pathways shall be provided in accordance with the following standards:
- a.i. The pedestrian circulation system shall be at least five feet in width and shall connect the sidewalk on each abutting street to the ~~main~~primary entrance of the primary structure on the site to minimize out of direction pedestrian travel.
 - b.ii. Pathways~~Walkways~~ at least five feet in width shall be provided to connect the pedestrian circulation system with existing or planned pedestrian facilities ~~which~~that about the site but are not adjacent to the streets abutting the site.
 - c.iii. ~~Walkways shall be as direct as possible and avoid unnecessary meandering.~~Pathways shall be direct. A pathway is direct when it follows a route for which the length is not more than 20 feet longer or 120 percent of the straight-line distance, whichever is less.
 - d.iv. Pathway~~Walkway~~/driveway crossings shall be minimized. Internal parking lot design shall comply with the standards in Section 17.98.60 to maintain ease of safe and comfortable access for pedestrians from abutting streets, pedestrian facilities, and transit stops.
 - e.v. With the exception of ~~walkway~~pathway/driveway crossings, ~~walkways~~pathways shall be separated from vehicle parking or vehicle maneuvering areas by grade, different paving material, painted crosshatching or landscaping. They shall be constructed in accordance with the sidewalk construction standards in the Utility Standard Details adopted by the City in 2004. (This provision does not require a separated ~~walkway~~pathway system to collect drivers and passengers from cars that have parked on site unless an unusual parking lot hazard exists).
 - f.vi. Pedestrian amenities such as covered pathways~~walk-ways~~, awnings, visual corridors and benches ~~will be~~are encouraged. For every two benches provided, the minimum parking requirements ~~will~~shall be reduced by one, up to a maximum ~~of four benches~~reduction of two parking spaces per site. Benches shall have direct access to the pedestrian circulation system.

2. New multi-family developments and residential subdivisions shall meet the following pedestrian standards:

- a. Internal connections. On sites larger than 10,000 square feet, an internal pedestrian connection system shall be provided. The system shall connect all main entrances (in the case of multi-family development) or lots (in the case of a subdivision) to the following:
 - i. Onsite shared facilities (if proposed) including parking areas, bicycle parking, recreational areas, and outdoor areas; and
 - ii. Adjacent offsite improvements including public transit stops, schools, and parks.
- b. Public sidewalks shall be part of the pedestrian connection system for subdivisions and shall meet the standards in Section 17.100.270. Pedestrian and bicycle accessways, if required by Section 17.100.120.C, shall meet the minimum requirements of that section.
- c. On-site circulation systems required by the standards of this section shall be hard surfaced and shall meet the following minimum width requirements:
 - i. The circulation system on sites with up to 20 residential units shall be at least 4 feet wide.
 - ii. The circulation system on sites with more than 20 residential units shall be at least 5 feet wide.

3. Where the system crosses driveways, parking areas, and loading areas, the system shall be clearly identifiable, through the use of elevation changes, speed bumps, a different paving material, or other similar method approved as part of a discretionary review. Striping does not meet this requirement. Elevation changes and speed bumps shall be at least 4 inches high.
4. Where the system is parallel and adjacent to an auto travel lane, the system shall be a raised path or be separated from the auto travel lane by a raised curb, bollards, landscaping, or other physical barrier approved as part of a discretionary review. If a raised path is used it shall be at least 4 inches high and the ends of the raised portions shall be equipped with curb ramps. Bollard spacing shall be no farther apart than 5 feet on center.
- C. Where a development site is traversed by or adjacent to a future trail linkage identified ~~within~~ the 2023 City of Sandy Transportation System Plan, Figure 12, improvement of the trail linkage shall occur concurrent with development. Dedication of the trail to the City shall be provided in accordance with Subsection 17.84.90.D.
- D. ~~To provide for orderly development of an effective pedestrian network, p~~ Pedestrian facilities installed concurrent with development of a site shall be extended through the site to the edge of adjacent property(ies).
- E. To ensure improved access between a development site and an existing developed facility such as a commercial center, school, park, or trail system, as part of a discretionary land use review, the Planning Commission or Director ~~may~~ shall require off-site pedestrian facility improvements concurrent with development.

(Ord. No. 2021-16 , § 12(Exh. K), 8-16-2021)

Sec. 17.84.40. Transit ~~and school bus transit~~ requirements.

- A. Development sites located along existing or planned public transit routes, as indicated in the 2020 Sandy Transit Master Plan, shall, ~~where appropriate~~, incorporate bus pull-outs and/or shelters into the site design, unless waived by the Transit Director because it is not needed to meet transit service standards. These improvements shall be installed in accordance with the guidelines and standards of the 2020 Sandy Transit Master Plan, pages 70-74. transit agency. ~~School bus pull-outs and/or shelters may also be required, where appropriate, as a condition of approval for a residential development of greater than 50 dwelling units where a school bus pick up point is anticipated to serve a large number of children.~~
- B. New developments at or near existing or planned transit ~~or school bus transit~~ stops shall design development sites to provide safe, convenient access to the transit system by meeting the following standards; ~~as follows:~~
1. Commercial and civic use developments shall provide a prominent entrance oriented towards arterial and collector streets, with front setbacks reduced as much as possible to provide access for pedestrians, bicycles, and transit.
 2. All developments within 300 feet of a transit stop (as measured in walking distance from the nearest property line) shall provide ~~safe, convenient~~ pedestrian walkways between the buildings and the transit stop, in accordance with the provisions of Subsection 17.84.30.B.

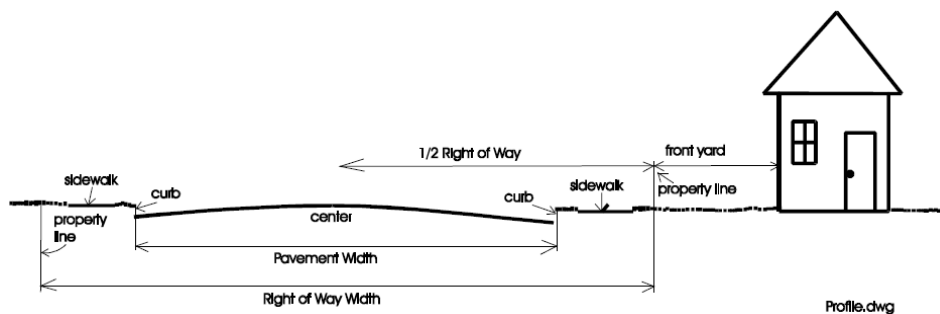
Sec. 17.84.50. Street requirements.

- A. *Transportation Impact Study (No Dwellings)*. For development applications that do not propose any dwelling units, the City may require a transportation impact study that evaluates the impact of the proposed development on the transportation system. Unless the City does not require a transportation impact study, the applicant shall prepare the study in accordance with the following:

1. A proposal establishing the scope of the study shall be submitted for review to the City Traffic Engineer. The scope shall reflect the magnitude of the project in accordance with accepted transportation planning and engineering practices. Large projects shall assess intersections and street segments where the development causes increases of more than 20 vehicles in either the AM or PM peak hours. Once the City Traffic Engineer has approved the scope of the study, the applicant shall submit the results of the study as part of its development application. Failure to submit a required study will result in an incomplete application. A traffic impact study shall bear the seal of a Professional Engineer licensed in the State of Oregon and qualified in traffic or civil engineering.
 2. If the study identifies ~~level-of-service~~vehicle operating conditions less than the minimum mobility targets~~standard~~ established in the development code or the 2023 City of Sandy Transportation System Plan, or fails to demonstrate that average daily traffic on existing or proposed streets will meet the ADT standards established in the development code, the applicant shall propose improvements and funding strategies for mitigating identified problems or deficiencies that will be implemented concurrent with the proposed development.
- B. *Transportation Impact Study (Dwellings)*. For development applications that propose dwelling units, an applicant must submit a transportation impact study unless the application is exempt from this requirement pursuant to ~~s~~Subsection B.67., below. Failure to submit the study will result in an incomplete application. A traffic impact study shall bear the seal of a Professional Engineer licensed in the State of Oregon and qualified in traffic or civil engineering. The applicant shall prepare the study in accordance with the following:
1. The study area must include all existing and proposed site accesses and all existing and proposed streets and intersections where the development adds more than 20 vehicles during any peak hour as determined by using the ~~most recent edition of the~~ Institute of Transportation Engineers Trip Generation Manual (11th edition). The determination of peak hour vehicle addition shall include the cumulative impact of the proposed development and development on abutting properties that received a certificate of occupancy or recorded a plat within the past five years.
 2. The study must analyze existing conditions and projected conditions upon completion of the proposed development.
 3. The study must be performed for the weekday a.m. peak hour (one hour between 7:00 a.m. and 9:00 a.m.) and p.m. peak hour (one hour between 4:00 p.m. and 6:00 p.m.). Analysis of other time periods may be required for uses that generate their highest traffic volumes at other times of the day or on weekends.
 4. The study must demonstrate that the transportation impacts from the proposed development will comply with the City's ~~level-of-service~~mobility targets and average daily traffic standards and the Oregon Department of Transportation's (ODOT's) mobility targets~~standard~~.
 5. If the study identifies ~~level-of-service~~vehicle operating conditions less than the minimum ~~standard~~ mobility targets established in the ~~development code or the~~ 2023 City of Sandy Transportation System Plan, or fails to demonstrate that average daily traffic on existing or proposed streets will meet the ADT standards established in Chapter 17.10 of the development code or fails to meet ~~the Oregon Department of Transportation~~ODOT's mobility ~~standard~~targets, the applicant shall propose improvements and funding strategies for mitigating identified problems or deficiencies that will be implemented concurrent with the proposed development.
 6. If improvements and mitigation measures are necessary, pursuant to Subsection 5., above, the following criteria shall be met in order for the application to be approved:
 - a. The improvements and funding strategies proposed as mitigation address the problems or deficiencies to the extent necessary to meet the City's mobility targets and average daily traffic standards and, if applicable, ODOT's mobility target.

- b. [If proposed mitigation requires improvements within City, County, or ODOT rights-of way, the design has been approved by the City Engineer, Clackamas County, and ODOT when applicable.](#)
76. A transportation impact study is not required under this section if:
- a. The cumulative impact of the proposed development and development on abutting properties that received a certificate of occupancy or recorded a plat within the past five years will generate no more than 20 vehicle trips in any weekday a.m. or p.m. peak hour as determined by using the ~~most recent edition of the~~ Institute of Transportation Engineers Trip Generation Manual [\(11th Edition\)](#); or
 - b. The proposed development completed a transportation impact study at the time of annexation within the past five years and that study assessed the impact of the same or more dwelling units than proposed under the new land use action; or
 - c. The application only proposes to convert an existing detached single family dwelling to a duplex.
- C. *Transportation Impact Study (Dwellings)—Discretionary Track.* As an alternative to the process outlined in Section 17.84.50.B., an applicant may choose to follow the process in Section 17.84.50.A.
- D. [Traffic Letter \(Dwellings\).](#) For development applications that propose dwelling units, an applicant must submit a traffic letter where the development adds 20 or fewer vehicles during any peak hour as determined by using the Institute of Transportation Engineers Trip Generation Manual (11th Edition). Failure to submit the traffic letter will result in an incomplete application. Development applications that add 2 or fewer vehicles during any peak hour as determined by using the Institute of Transportation Engineers Trip Generation Manual (11th Edition) are exempt from the traffic letter requirement.
- E. [Street Requirements \(Discretionary\).](#) For development applications that do not propose dwelling units, or for applications that include dwellings and that elect to use the discretionary track, the following standards shall be met.
- ~~1.D.~~ Location of new arterial streets shall conform to the [2023 City of Sandy](#) Transportation System Plan in accordance with the following:
 - ~~a.1.~~ Arterial streets should generally be spaced in one-mile intervals.
 - ~~b.2.~~ Traffic signals should generally not be spaced closer than 1,500 feet for reasonable traffic progression.
 - ~~2.E.~~ Local streets shall be designed to discourage through traffic. NOTE: for the purposes of this section, "through traffic" means the traffic traveling through an area that does not have a local origination or destination. To discourage through traffic and excessive vehicle speeds the following street design characteristics shall be considered, as well as other designs intended to discourage traffic:
 - ~~a.1.~~ Straight segments of local streets should be kept to less than a quarter mile in length. As practical, local streets should include traffic calming features, and design features such as curves and "T" intersections while maintaining pedestrian connectivity.
 - ~~b.2.~~ Local streets should typically intersect in "T" configurations rather than four-way intersections to minimize conflicts and discourage through traffic. Adjacent "T" intersections shall maintain a minimum of 150 feet between the nearest edges of the two rights-of-way.
 - ~~c.3.~~ Cul-de-sacs [are prohibited unless the criteria and standards in Subsections 17.100.110.G and .H are met.](#) ~~shall not exceed 400 feet in length nor serve more than 20 dwelling units, unless a proposal is successfully processed through the procedures in Chapter 17.66 of the Sandy Development Code.. Cul-de-sacs longer than 400 feet or developments with only one access point may be required to provide an alternative access for emergency vehicle use only, install fire prevention sprinklers, or provide other mitigating measures, determined by the City.~~

- 3.F.** Development sites shall be provided with access from a public street improved to City standards in accordance with the following:
- a.1.** Where a development site abuts an existing public street not improved to City standards, the abutting street shall be improved to City standards along the full frontage of the property concurrent with development.
 - b.2.** Half-street improvements are considered the minimum required improvement. Three-quarter-street or full-street improvements shall be required where traffic volumes generated by the development are such that a half-street improvement would cause safety and/or capacity problems. Such a determination shall be made by the City Engineer.
 - c.3.** To ensure improved access to a development site consistent with policies on orderly urbanization and extension of public facilities the Planning Commission or Director may require off-site improvements concurrent with development. Off-site improvement requirements upon the site developer shall be reasonably related to the anticipated impacts of the development.
 - i.** When necessary to meet transportation operations and safety standards, the City of Sandy, and ODOT where access to a state roadway is proposed, will identify conditions of approval consistent with the planned transportation system. The City may deny, approve, or approve the proposal with appropriate conditions based on the transportation standards in Section 17.100.110 and consistent with the City's adopted mobility targets, which requires a minimum level of service (LOS) D for signalized and unsignalized intersections and maximum volume to capacity ratio of 0.90 for roundabout intersections.
 - ii.** Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings supporting development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.
 - d.4.** Reimbursement agreements for three-quarter-street improvements (i.e., curb face to curb face) may be requested by the developer per Chapter 12 of the SMC.
 - e.5.** A half-street improvement includes curb and pavement two feet beyond the center line of the right-of-way. A three-quarter-street improvement includes curbs on both sides of the side and full pavement between curb faces.



- 4.G.** ~~As necessary to provide for orderly development of adjacent properties, p~~Public streets installed concurrent with development of a site shall be extended through the site to the edge of the adjacent property(ies) in accordance with the following:
- a.1.** Temporary dead-ends created by this requirement to extend street improvements to the edge of adjacent properties may be installed without a turn-around, subject to the approval of the Fire Marshal.

~~b.2.~~ In order to assure the eventual continuation or completion of the street, reserve strips may be required.

~~5.H.~~ Where required by the Planning Commission or Director, public street improvements may be required through a development site to provide for the logical extension of an existing street network or to connect a site with a nearby neighborhood activity center, such as a school or park. Where this creates a land division incidental to the development, a land partition shall be completed concurrent with the development.

~~6.I.~~ Except for extensions of existing streets, no street names shall be used that will duplicate or be confused with names of existing streets. Street names and numbers shall conform to the established pattern in the surrounding area and be subject to approval of the Director.

~~7.J.~~ Location, grades, alignment, and widths for all public streets shall be considered in relation to existing and planned streets, topographical conditions, public convenience and safety, and proposed land use. Where topographical conditions present special circumstances, exceptions to these standards may be granted by the City Engineer provided the safety and capacity of the street network are not adversely affected. The following standards shall apply:

~~a.1.~~ Location of streets in a development shall not preclude development of adjacent properties. Streets shall conform to planned street extensions identified in the Transportation Plan and/or provide for continuation of the existing street network in the surrounding area.

~~b.2.~~ Grades shall not exceed six percent on arterial streets, ~~and~~ ten percent on collector ~~streets~~ ~~streets, and 15 percent on~~ and local streets. ~~Exceptions allowing local street grades over ten percent may be allowed with approval of a Variance, if approved by the Fire Marshal; however, in no case shall local street grades exceed 15 percent.~~

~~c.3.~~ As far as practical, arterial streets and collector streets shall be extended in alignment with existing streets by continuation of the street centerline. When staggered street alignments resulting in "T" intersections are unavoidable, they shall leave a minimum of 150 feet between the nearest edges of the two rights-of-way.

~~d.4.~~ Centerline radii of curves shall not be less than 500 feet on arterial streets, 300 feet on collector streets, and 100 feet on local streets.

~~e.5.~~ Streets shall be designed to intersect at angles ~~of 75 to 105 degrees~~ ~~as near as practicable to right angles~~ and shall comply with the following:

~~i.a.~~ The intersection of an arterial or collector street with another arterial or collector street shall have a minimum of 100 feet of straight (tangent) alignment ~~perpendicular~~ ~~to~~ ~~approaching~~ the intersection.

~~ii.b.~~ The intersection of a local street with another street shall have a minimum of 50 feet of straight (tangent) alignment ~~perpendicular to~~ ~~approaching~~ the intersection.

~~c.~~ ~~Where right angle intersections are not possible, exceptions can be granted by the City Engineer provided that intersections not at right angles have a minimum corner radius of 20 feet along the right-of-way lines of the acute angle.~~

~~iii.d.~~ ~~All~~ ~~i~~ Intersections ~~with arterial and collector streets~~ shall have a minimum curb corner radius of ~~20~~ ~~28~~ feet, ~~per Oregon Fire Code standards for fire apparatus access roads.~~ ~~All other intersections shall have a minimum curb corner radius of ten feet.~~

~~f.6.~~ Right-of-way and improvement widths shall be as specified by the 2023 City of Sandy Transportation System Plan. Exceptions to those specifications may be approved by the City Engineer to deal with specific unique physical constraints of the site.

~~K. Private streets may be considered within a development site provided all the following conditions are met:~~

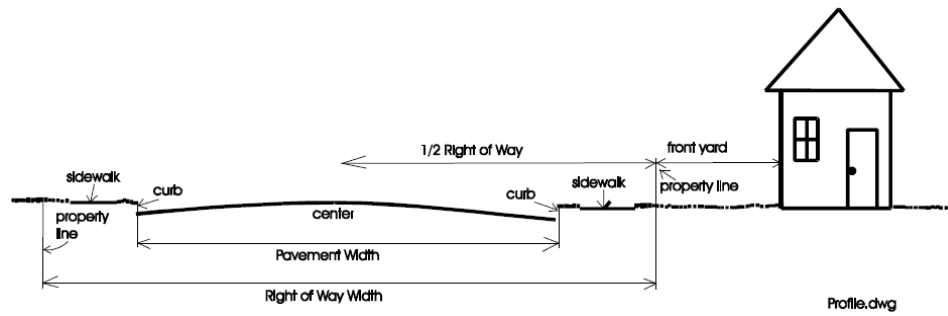
- ~~1. Extension of a public street through the development site is not needed for continuation of the existing street network or for future service to adjacent properties;~~
- ~~2. The development site remains in one ownership, or adequate mechanisms are established (such as a homeowner's association invested with the authority to enforce payment) to ensure that a private street installed with a land division will be adequately maintained; and~~
- ~~3. Where a private street is installed in connection with a land division, paving standards consistent with City standards for public streets shall be utilized to protect the interests of future homeowners.~~

F. Street Requirements (Dwellings/Clear and Objective Track). For development applications that propose dwelling units, all of the following standards shall be met, unless the applicant elects to use the discretionary standards under Subsection E., above.

1. Location of new arterial streets shall conform to the 2023 City of Sandy Transportation System Plan in accordance with the following:
 - a. Arterial streets shall be spaced at minimum intervals of 5,280 feet and maximum intervals of 6,000 feet.
 - b. Traffic signals shall not be spaced closer than 1,500 feet.
2. Local streets shall be designed to discourage through traffic. NOTE: for the purposes of this section, "through traffic" means the traffic traveling through an area without originating or stopping in that area. To discourage through traffic and excessive vehicle speeds the following street design characteristics shall be considered, as well as other designs intended to discourage traffic:
 - a. Straight segments of local streets shall be kept to less than a quarter mile in length.
 - b. Local streets may intersect in "T" configurations rather than four-way intersections to minimize conflicts and discourage through traffic. Adjacent "T" intersections shall maintain a minimum of 150 feet between the nearest edges of the two rights-of-way.
 - c. Cul-de-sacs are prohibited unless the criteria and standards in Subsections 17.100.110.G and .H are met.
3. Development sites shall be provided with access from a public street improved to City standards in accordance with the following:
 - a. Where a development site abuts an existing public street not improved to City standards, the abutting street shall be improved to City standards along the full frontage of the property concurrent with development.
 - b. Half-street improvements are considered the minimum required improvement. Three-quarter-street or full-street improvements shall be required where traffic volumes generated by the development are such that a half-street improvement would result in the street failing to meet the level of service standards in the 2023 City of Sandy Transportation System Plan.
 - c. To ensure improved access to a development site and extension of public facilities, off-site improvements concurrent with development shall be required if the Transportation Impact Analysis indicates they are necessary to mitigate problems or deficiencies in off-site facilities, pursuant to Section 17.84.50.B.
 - i. If requested by the applicant, the City Engineer or designee may approve an alternative to the off-site improvements required under Subsection c., based upon information submitted

by the applicant showing that the improvements which would otherwise be required by this code would not be reasonably related or roughly proportional to the impact of the proposed development, as determined by the City.

- d. Reimbursement agreements for three-quarter-street improvements (i.e., curb face to curb face) may be requested by the developer per Chapter 12 of the SMC.
- e. A half-street improvement includes curb and pavement two feet beyond the center line of the right-of-way. A three-quarter-street improvement includes curbs on both sides of the side and full pavement between curb faces.



- 4. Public streets installed concurrent with development of a site shall be extended through the site to the edge of the adjacent property(ies) in accordance with the following:
 - a. Wherever a proposed development abuts unplatted land or a future development with an approved tentative plat, street stubs shall be provided to allow access to future abutting developments and to extend the street system into the surrounding area. If the abutting land has an approved tentative plat, streets shall align with streets in the approved tentative plat.
 - b. Where the stubbed street is over 100 feet long, street ends shall contain temporary turnarounds built to Oregon Fire Code standards and shall be designed to facilitate future extension in terms of grading, width, and temporary barricades, unless this requirement is waived by the Fire Marshal.
 - c. In order to ensure City control over the eventual continuation or completion of the street, reserve strips shall be granted to the City of Sandy.
- 5. Public street improvements shall be required through a development site to provide for the logical extension of an existing street network. Where this street extension has the effect of dividing a parcel of land, a land partition shall be completed concurrent with the development.
- 6. Except for extensions of existing streets, no street names shall be used that will duplicate or be confused with names of existing streets. Street names and numbers shall conform to the established pattern in the surrounding area and be subject to approval of the Director.
- 7. Location, grades, alignment, and widths for all public streets shall be considered in relation to existing and planned streets, topographical conditions, public convenience and safety, and proposed land use in accordance with standards a. through f. below. Where topographical conditions present special circumstances, exceptions to these standards may be granted through the procedures in Chapter 17.66 of the Sandy Development Code, provided the City Engineer determines that the safety and capacity of the street network are not adversely affected.
 - a. Location of streets in a development shall not preclude development of adjacent properties. Streets shall conform to planned street extensions identified in the 2023 City of Sandy

Transportation System Plan, Figure 11, and/or provide for continuation of the existing street network in the surrounding area.

- b. Grades shall not exceed six percent on arterial streets and ten percent on collector streets and local streets. Exceptions allowing local street grades over ten percent may be allowed with approval of a Variance, if approved by the Fire Marshal; however, in no case shall local street grades exceed 15 percent.
 - c. Arterial streets and collector streets shall be extended in alignment with existing streets by continuation of the street centerline. When staggered street alignments resulting in "T" intersections are unavoidable, they shall leave a minimum of 150 feet between the nearest edges of the two rights-of-way.
 - d. Centerline radii of curves shall not be less than 500 feet on arterial streets, 300 feet on collector streets, and 100 feet on local streets.
 - e. Streets shall be designed to intersect at angles of 75 to 105 degrees and shall comply with the following:
 - i. The intersection of an arterial or collector street with another arterial or collector street shall have a minimum of 100 feet of straight (tangent) alignment approaching the intersection.
 - ii. The intersection of a local street with another street shall have a minimum of 50 feet of straight (tangent) alignment approaching the intersection.
 - iii. All intersections shall have a minimum curb corner radius of 28 feet, per Oregon Fire Code standards for fire apparatus access roads..
 - f. Right-of-way and improvement widths shall be as specified by the 2023 City of Sandy Transportation System Plan, Figures 18 through 24 and Table 4. Exceptions to those specifications may be granted through the procedures in Chapter 17.66 of the Sandy Development Code, if approved by the City Engineer, to deal with specific unique physical constraints of the site.
8. All public streets shall be designed in conformance with Title 12 of the Sandy Municipal Code and with the City of Sandy Utility Standard Details for Streets & Roads, Sidewalks, and Traffic Control Devices.

Sec. 17.84.60. Public facility extensions.

- A. All development sites shall be provided with public water, sanitary sewer, broadband (fiber), and storm drainage and shall meet the following requirements:-
 - 1. The required improvements shall be installed at the expense of the developer.
 - 2. Public water facilities shall meet the requirements of Title 13 of the Sandy Municipal Code and the 2022 City of Sandy Water System Master Plan and shall be designed in conformance with the City of Sandy Water Service Utility Standard Details.
 - 3. Sanitary sewer facilities shall meet the requirements of Title 13 of the Sandy Municipal Code and shall be designed in conformance with the City of Sandy Sewer Service Utility Standard Details.
 - 4. Storm drainage facilities meet the requirements of Title 13 of the Sandy Municipal Code and the City of Portland Stormwater Management Manual, as adopted by the City of Sandy, and shall be designed in conformance with the City of Sandy Stormwater Utility Standard Details.

- B. Where necessary to serve property as specified in A. above, required public facility installations shall be constructed concurrent with development, and shall be completed prior to issuance of a Certificate of Occupancy.
- C. Off-site public facility extensions necessary to fully serve a development site and ~~adjacent~~ abutting properties, as shown in the utility plan, shall be constructed concurrent with development.
1. If requested by the applicant, the City Engineer or designee may approve an alternative to the off-site public facility extensions required under Subsection C., based upon information submitted by the applicant showing that the extensions which would otherwise be required by this code would not be reasonably related or roughly proportional to the impact of the proposed development, as determined by the City.
- D. ~~As necessary to provide for orderly development of adjacent properties,~~ Public facilities installed concurrent with development of a site shall be extended through the site and extended or stubbed out to adjacent undeveloped land or to a point in the street that allows for connection with to the edge of adjacent property(ies). If abutting land has an approved tentative plat, public facilities shall align with public facilities in the approved tentative plat.
- ~~E. All public facility installations required with development shall conform to the City's facilities master plans.~~
- EF. Private on-site sanitary sewer and storm drainage facilities ~~may~~ shall only be considered ~~provided if~~ provided if all the following conditions exist:
1. Extension of a public facility through the site is not necessary for the future ~~orderly~~ development of adjacent properties;
 2. The development site remains in one ownership and land division does not occur (with the exception of land divisions that may occur under the provisions of 17.84.50.F.E.7. or 17.84.50.F.5., above);
 3. The facilities are designed and constructed in accordance with the Uniform Plumbing Code and other applicable codes, and permits and/or authorization to proceed with construction is issued prior to commencement of work.

~~Sec. 17.84.70. Public improvement procedures.~~

~~It is in the best interests of the community to ensure public improvements installed in conjunction with development are constructed in accordance with all applicable City policies, standards, procedures, and ordinances. Therefore, prior to commencement of installation of public water, sanitary sewer, storm drainage, broadband (fiber), street, bicycle, or pedestrian improvements for any development site, developers shall contact the City Engineer to receive information regarding adopted procedures governing plan submittal, plan review and approval, permit requirements, inspection and testing requirements, progress of the work, and provision of easements, dedications, and as-built drawings for installation of public improvements. All work shall proceed in accordance with those adopted procedures, and all applicable City policies, standards, and ordinances.~~

~~Whenever any work is being done contrary to the provisions of this Code, the Director may order the work stopped by notice in writing served on the persons engaged in performing the work or causing the work to be performed. The work shall stop until authorized by the Director to proceed with the work or with corrective action to remedy substandard work already completed.~~

Sec. 17.84.80. Franchise utility installations.

These standards are intended to supplement, not replace or supersede, requirements contained within individual franchise agreements the City has with providers of electrical power, telephone, cable television, and natural gas services (hereinafter referred to as "franchise utilities").

- A. Where a land division is proposed, the developer shall provide franchise utilities to the development site. Each lot created within a subdivision shall have an individual service available or financially guaranteed prior to approval of the final plat.
- B. ~~Where necessary, in the judgment of the Director, to provide for orderly development of adjacent properties, f~~Franchise utilities shall be extended through the site to the edge of adjacent property(ies), whether or not the development involves a land division.
- C. The developer shall have the option of choosing whether or not to provide natural gas or cable television service to the development site, providing all of the following conditions exist:
1. Extension of franchise utilities through the site is not necessary for the future orderly development of adjacent property(ies);
 2. The development site remains in one ownership and land division does not occur (with the exception of land divisions that may occur under the provisions of 17.84.50.F., above); and,
 3. The development is non-residential.
- D. Where a land division is not proposed, the site shall have franchise utilities required by this section provided ~~in accordance with the provisions of 17.84.70~~ prior to occupancy of structures.
- E. All franchise utility distribution facilities installed to serve new development shall be placed underground except as provided below. The following facilities may be installed above-ground:
1. Poles for street lights and traffic signals, pedestals for police and fire system communications and alarms, pad mounted transformers, pedestals, pedestal mounted terminal boxes and meter cabinets, concealed ducts, substations, or facilities used to carry voltage higher than 35,000 volts;
 2. ~~Overhead utility distribution lines may be permitted upon approval of the City Engineer when unusual terrain, soil, or other conditions make underground installation impracticable. Location of such overhead utilities shall follow rear or side lot lines wherever feasible.~~
- F. The developer shall be responsible for making necessary arrangements with franchise utility providers for provision of plans, timing of installation, and payment for services installed. Plans for franchise utility installations shall be submitted concurrent with plan submittal for public improvements to facilitate review by the City Engineer.
- G. The developer shall be responsible for installation of underground conduit for street lighting along all public streets improved in conjunction with the development in accordance with the following:
1. The developer shall coordinate with the City Engineer to determine the location of future street light poles. The street light plan shall be designed to provide illumination meeting standards [in Chapter 15.30 of the Sandy Municipal Code](#) ~~set by the City Engineer.~~
 2. The developer shall make arrangements with the serving electric utility for trenching prior to installation of underground conduit for street lighting.

Sec. 17.84.90. Land for public purposes.

- A. Easements for public sanitary sewer, water, storm drain, pedestrian and bicycle facilities shall be provided whenever these facilities are located outside a public right-of-way in accordance with the following:
1. When located between adjacent lots, easements shall be provided on one side of a lot line.
 2. The minimum easement width for a single utility is 15 feet. The minimum easement width for two adjacent utilities is 20 feet. [The minimum easement width for utilities set at a depth below 12 feet is 25](#)

- feet. The easement width shall be centered on the utility. ~~to the greatest extent practicable. Wider easements may be required for unusually deep facilities.~~
- B. Public utility easements with a minimum width of eight feet shall be provided adjacent to all street rights-of-way for franchise utility installations.
- C. Where a development site is traversed by an open channel drainageway or water course, a drainage way dedication shall be provided to the City equivalent to the width of flow for a 25-year return interval rainfall event, plus 10 feet on each side.
- D. Where a development is traversed by, or adjacent to, a future trail linkage identified within the 2023 City of Sandy Transportation System Plan, Figure 12, dedications of ~~land suitable width~~ to accommodate the full width of the trail linkage right-of-way shall be provided. This width shall be determined by the City Engineer, considering the type of trail facility involved.
- E. Where existing rights-of-way and/or easements within or adjacent to development sites are nonexistent or of insufficient width to meet the standards identified in this chapter, dedications ~~may shall~~ be required. The need for and widths of those required dedications shall be ~~determined~~ communicated to the applicant by the Director or City Engineer.
- F. Where easement or dedications are required in conjunction with land divisions, they shall be recorded on the plat. Where a development does not include a land division, easements and/or dedications shall be recorded by the developer on standard document forms provided by the City Engineer.
- ~~G. If the City has an interest in acquiring any portion of a proposed subdivision site for a public purpose, other than for those purposes listed above, or if the City has been advised of such interest by a school district or other public agency, and there is a reasonable assurance that steps will be taken to acquire the land, the Planning Commission may require those portions of the land be reserved for public acquisition for a period not to exceed one year.~~
- GH. Prior to acceptance of lands to be dedicated to the public or City, the City shall require the applicant to submit a Phase I Environmental Site Assessment of the land completed by a qualified professional according to American Society of Testing and Materials (ASTM) standards (ASTM E 1527). The results of this study shall indicate a clean environmental record prior to dedication.
1. In the event that the Phase 1 Environmental Site Assessment detects the potential for contaminated soil, the applicant shall perform further assessment, testing and sampling as needed to determine the type and extent of contamination present, and potential remediation steps needed.
 2. If contaminated conditions are present the applicant shall either remediate the condition and submit a report to the City documenting the procedures and final soil conditions or, select another area for dedication.
- ~~Environmental assessments for all lands to be dedicated to the public or City may be required to be provided by the developer. An environmental assessment shall include information necessary for the City to evaluate potential liability for environmental hazards, contamination, or required waste cleanups related to the dedicated land. An environmental assessment shall be completed prior to the acceptance of dedicated lands in accordance with the following:~~
- ~~1. The initial environmental assessment shall detail the history of ownership and general use of the land by past owners. Upon review of the information provided by the grantor, as well as any site investigation by the City, the Director will determine if the risks of potential contamination warrant further investigation. When further site investigation is warranted, a Level I Environmental Assessment shall be provided by the grantor.~~

(Ord. No. 2021-16 , § 12(Exh. K), 8-16-2021)

Sec. 17.84.100. Mail delivery facilities.

- A. In establishing placement of mail delivery facilities, locations of sidewalks, bikeways, intersections, existing or future driveways, existing or future utilities, right-of-way and street width, and vehicle, bicycle and pedestrian movements shall be considered. The final location of these facilities shall meet the approval of the City Engineer and the Post Office. Where mail delivery facilities are being installed in conjunction with a land division, placement shall be indicated on the plat, ~~shall and~~ meet the [U.S. Postal Service National Delivery Planning Standards](#), and shall be approved ~~by~~ ^{al} ~~of~~ the City Engineer and the Post Office prior to final plat approval.
- B. Where mail delivery facilities are proposed to be installed in areas with an existing or future curb-tight sidewalk, a sidewalk transition shall be provided that maintains the required design width of the sidewalk around the mail delivery facility. If the right-of-way width will not accommodate the sidewalk transition, a sidewalk easement shall be provided adjacent to the right-of-way.
- C. Mail delivery facilities and the associated sidewalk transition (if necessary) around these facilities shall conform to the City's standard construction specifications. Actual mailbox units shall conform to the ~~Post Office~~ [U.S. Postal Service National Delivery Planning Standards](#) for mail delivery facilities.
- D. Installation of mail delivery facilities is the obligation of the developer. These facilities shall be installed concurrently with the public improvements. Where development of a site does not require public improvements, mail delivery facilities shall be installed concurrently with private site improvements.

Mail delivery facilities may not be placed on arterial or collector streets or in sight distance zones or vision clearance areas.

CHAPTER 17.86 PARKLAND AND OPEN SPACE²²

Sec. 17.86.00. Intent.

The availability of parkland and open space is a critical element in maintaining and improving the quality of life in Sandy. Land that features trees, grass and vegetation provides not only an aesthetically pleasing landscape but also buffers incompatible uses, and preserves sensitive environmental features and important resources. Parks and open space, together with support facilities, also help to meet the active and passive recreational needs of Sandy residents. This chapter implements policies of Goal 5 and Goal 8 of the Comprehensive Plan and the 2022 Parks and Trails Master Plan by outlining provisions for parks and open space in the City of Sandy.

(Ord. No. 2022-10 , § 2(Exh. B), 6-6-2022)

Sec. 17.86.10. Minimum parkland dedication requirements.

Parkland Dedication: Residential subdivisions and partitions, single-family or multi-family developments, and manufactured [home-dwelling](#) park developments are required to provide parkland to serve residents of those developments. Congregate multi-family housing development that provides services and/or facilities, as defined in Chapter 17.10 of the City's Municipal Code, are considered to be multi-family developments for the purpose of parkland dedication. Licensed adult congregate care living facilities, nursing homes, and all other residential care facilities that provide clients with individual beds and sleeping quarters, but in which all other care and services are communal and provided by facility employees, are exempt from parkland dedication. The dedication or provision of parks, open space, trails, and amenities shall be located in compliance with the 2022 Parks and Trails Master Plan Maps 8 and 14, dedicated pursuant to the formula in Subsection 17.86.10.B., and in compliance with the improvement standards in Section 17.86.20. The level of service standards as well as the park and trail level of service needs as identified in Chapter 4, Table 10, of the 2022 Parks and Trails Master Plan are specifically incorporated by this reference.

- A. The required parkland shall be dedicated as a condition of approval for the following:
 - 1. Single-family and duplex building permits;
 - 2. Tentative plat for a subdivision or partition;
 - 3. Design review for a multi-family development or manufactured [home-dwelling](#) park;
 - 4. Design review for a multi-family development accessory to commercial or industrial development; and,
 - 5. Replat or amendment of any site plan for multi-family development or manufactured [home dwelling](#) park where dedication has not previously been made or where the density of the development involved will be increased.
- B. *Calculation of Required Dedication.* The required parkland acreage to be dedicated shall be based on the following formula:

²²Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-03, effective July 3, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Required parkland dedication (acres) = (proposed dwelling units) x (persons/dwelling unit) x 0.0068
(per person park land dedication factor)

1. Population Formula: The following table shall be used to determine the number of persons per unit to be used in calculating required parkland dedication:

Type of Unit	Total Persons Per Dwelling Unit
Single family dwelling unit	3.0
Duplex dwelling unit	3.0*
Standard multi-family unit	2.0
Manufactured dwelling unit	2.0
Congregate multi-family unit	1.5

* The total persons per unit for the entire duplex (both units) would be six.

The specific formula for the dedication of land will, therefore, be subject to periodic review and amendment. A fee-in-lieu under Section 17.86.40 shall be based on the number and type of dwelling units proposed at time of plat, but an additional fee in-lieu will be required and calculated on a per lot basis if any lots are constructed or converted to add additional dwelling units. For example, if an existing single family dwelling unit is converted into a duplex dwelling unit the existing single family dwelling unit shall receive a credit, but the new dwelling unit shall pay the difference in persons per dwelling unit. This would equate to one proposed dwelling unit multiplied by three additional persons multiplied by 0.0068 for the above example.

2. Per Person Parkland Dedication Factor: The total parkland dedication requirement shall be 0.0068 of an acre per person based on the adopted standard of 6.8 acres of land per 1,000 of population per the 2022 Parks and Trails Master Plan.²³ This standard represents the citywide land-to-population ratio for city parks at 5.25 acres of land per 1,000 of population, and land for trails at 1.55 acres of land per 1,000 of population.
- C. Notwithstanding Subsection 17.86.10.A. above, when the amount of land to be dedicated is less than one quarter acre, or the level of service standards for mini parks in the 2022 Parks and Trails Master Plan have been met for the subject site, the applicant shall pay a fee in lieu of dedication as provided in Subsection 17.86.40.B., with the following exceptions:
1. When the land to be dedicated is for a trail identified in Map 14 Proposed Trail System, Table 12 Tier 1 Capital Improvement Plan, or Table A-4 Proposed Trail Capital Improvement Plan of the 2022 Parks and Trails Master Plan;
 2. When the land to be dedicated abuts existing or planned parkland that necessitates additional acreage to meet the identified parkland acreage needs as identified in Map 8 Proposed Park System, Table 12 Tier 1 Capital Improvement Plan, or Table A-3 Proposed Park Capital Improvement Plan of the 2022 Parks and Trails Master Plan.

(Ord. No. 2021-03 , § 8(Exh. H), 5-17-2021; Ord. No. 2021-16 , § 13(Exh. L), 8-16-2021; Ord. No. 2022-10 , § 2(Exh. B), 6-6-2022)

²³Editor's note(s)—2022 Parks and Trails Master Plan, Section 4.2, Park and Trail Needs, Table 10 (Park and Trail Needs Analysis).

Sec. 17.86.20. Minimum parkland standards.

Land required or proposed for parkland dedication shall be contained within a continuous unit and shall accommodate use as a mini, neighborhood, or community-park, as defined in the 2022 Parks and Trails Master Plan, based on the following criteria:

- A. The primary entrance of single-family homes and duplexes shall face towards parkland when separated by street right-of-way. Residential through lots or corner lots that abut more than one street with one of the streets defined as an arterial or collector street shall have the front door face the arterial or collector street as defined by Chapter 17.82.
- B. On the sides of the parkland not fronting onto a street, a pedestrian and bicycle access way shall be provided with a minimum improved surface of ten feet within a 15-foot right-of-way or tract. Pedestrian and bicycle access ways shall be spaced at least once every 400 feet. If the parkland abuts land to be developed for multi-family development or a manufactured [home-dwelling](#) park the multi-family development or manufactured [home-dwelling](#) park shall include a pedestrian and bicycle access way in a public easement from any abutting street right-of-way through the property with multi-family development or a manufactured [home-dwelling](#) park to the parkland.
- C. In all zones, where real property abuts parkland, fence height shall not exceed six feet at the common property line with the parkland. Barbed wire is not permitted on fences abutting parks. This regulation supersedes Section 17.74.40.
- D. A retaining wall constructed at the perimeter of a park adjacent to a public right-of-way or private street shall not exceed four feet in height.
- E. The required parkland dedication for parks one acre or greater shall be abutted by street right-of-way for at least 400 linear feet, with the following exceptions for trails and parks less than one acre:
 1. Land dedicated for trails as identified in the 2022 Parks and Trails Master Plan only need to abut street right-of-way for a total of 15 linear feet.
 2. If the land dedication is between half-acre and one-acre the parkland shall be abutted by street right-of-way for at least 200 linear feet.
 3. If the land dedication is less than half-acre the parkland shall be abutted by street right-of-way for at least 100 linear feet.
- F. The required dedication shall be contained as a contiguous unit and not separated into pieces or divided by streets or other pedestrian barriers.
- G. The parkland shall provide for park facilities, such as play structures and play fields as described in the 2022 Parks and Trails Master Plan, subject to the following standards:
 1. *Neighborhood Parks or Community Parks:* Not more than 20 percent of the park may exceed 15 percent slope. Zero percent of the park shall include wetlands.
 2. *Mini Parks:* Not more than 10 percent of the park may exceed 15 percent slope. Zero percent of the park shall include wetlands.

(Ord. No. 2022-10 , § 2(Exh. B), 6-6-2022)

Sec. 17.86.30. Dedication procedures.

Land dedicated to the City as parkland shall be dedicated on the final plat, or by recording a deed, easement, or other appropriate document when there is not a plat. Dedication of land in conjunction with multi-family development shall be required prior to issuance of building permits.

- A. Prior to final plat approval, the applicant shall complete the following items for all proposed dedication areas:
1. The applicant shall clear, fill, and/or grade all land in accordance with the approved grading plan, install curb, gutter, and sidewalks in accordance with the ~~2011~~-2023 Transportation System Master Plan on the park land adjacent to any street, and seed the parkland. [As an alternative to constructing sidewalks, the applicant may provide a financial guarantee for sidewalk construction, consistent with Subsection 17.100.340](#); and,
 2. The applicant shall submit a Phase I Environmental Site Assessment of the parkland to the City, completed by a qualified professional according to American Society of Testing and Materials (ASTM) standards (ASTM E 1527). The results of this study shall indicate a clean environmental record prior to dedication.
 - a. In the event that the Phase 1 Environmental Site Assessment detects the potential for contaminated soil, the applicant shall perform further assessment, testing and sampling as needed to determine the type and extent of contamination present, and potential remediation steps needed.
 - b. If contaminated conditions are present the applicant shall either remediate the condition and submit a report to the City documenting the procedures and final soil conditions or select other property for the parkland dedication.
- B. *Additional Requirements.*
1. Land dedicated or restricted for use as parkland shall not be subject to any other easements, reservations of record, or encumbrances of any kind that interfere with the use of the land for park, open space, or recreational purposes.
 2. Where a reservation, encumbrance, or easement exists, the applicant may propose an alternative lot or parcel for parkland dedication or the City may require payment in lieu of the dedication of lands.
 3. In a phased development, the required park land for the entire development shall be dedicated on the final plat for the first phase of the development. Improvements to the land as required by Subsection 17.86.30.A.1. shall be completed or bonded per the standards in Chapter 17.100 prior to approval of the final plat for the phase that includes the parkland.

(Ord. No. 2022-10 , § 2(Exh. B), 6-6-2022)

Sec. 17.86.40. Fee in lieu of dedication.

A payment in lieu of land dedication is separate from Park Systems Development Charges (SDCs) and is not eligible for a credit of Park SDCs. The amount of the fee in lieu of land dedication (in dollars per acre) shall be set by City Council Resolution based on relevant economic indices and the typical market value of developed property (finished lots) in Sandy net of related development costs.

- A. The City shall accept a fee in lieu of dedication from an applicant if the land area proposed to be dedicated is not identified in Map 14 Proposed Trail System, Table 12 Tier 1 Capital Improvement Plan,

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(Supp. No. 1, Update 5)

- or Table A-4 Proposed Trail Capital Improvement Plan of the 2022 Parks and Trails Master Plan or is not in compliance with the improvement standards in Section 17.86.20.
- B. The City shall accept a fee in lieu of dedication from an applicant if the land area proposed to be dedicated is not identified in Map 8 Proposed Park System, Table 12 Tier 1 Capital Improvement Plan, or Table A-3 Proposed Park Capital Improvement Plan of the 2022 Parks and Trails Master Plan or is not in compliance with the improvement standards in Section 17.86.20.
- C. The City shall accept a fee in lieu of dedication from an applicant if the park area to be dedicated is less than one-quarter acre, or the level of service standard for mini parks described in the 2022 Parks and Trails Master Plan has been satisfied, with the following exceptions:
1. When the land to be dedicated is for a trail identified in Map 14 Proposed Trail System, Table 12 Tier 1 Capital Improvement Plan, or Table A-4 Proposed Trail Capital Improvement Plan of the 2022 Parks and Trails Master Plan;
 2. When the land to be dedicated abuts existing or planned parkland that necessitates additional acreage to meet the identified parkland acreage needs as identified in Map 8 Proposed Park System, Table 12 Tier 1 Capital Improvement Plan, or Table A-3 Proposed Park Capital Improvement Plan of the 2022 Parks and Trails Master Plan.
- D. The fee in lieu of parkland dedication for a residential subdivision shall be paid prior to approval of the final plat or as specified below:
1. Fifty percent of the payment shall be paid prior to final plat approval, and
 2. The remaining 50 percent of the payment, plus an administrative surcharge specified by City Council resolution, shall be pro-rated equally among the lots and paid at the time of building permit issuance for each lot.
- E. The fee in lieu of dedication for a single-family dwelling, duplex, or multi-family dwelling not in conjunction with a residential subdivision shall be paid at the time of building permit issuance for the subject lot or parcel.

(Ord. No. 2022-10 , § 2(Exh. B), 6-6-2022)

Sec. 17.86.50. Minimum standards for open space dedication.

An application for a subdivision, partition, replat or design review may propose the dedication and protection of open space areas as part of that process. However, this open space shall not be eligible to count toward the parkland dedication requirement of Sections 17.86.10 through 17.86.40.

- A. The types of open space that may be provided are:
 1. *Natural Areas*: areas of undisturbed vegetation, steep slopes, stream corridors, wetlands, wildlife habitat areas, riparian corridors, or areas replanted with native vegetation after construction.
 2. *Greenways*: linear areas linking residential areas with open space areas. These greenways may contain bicycle paths or footpaths. Connecting greenways between residences and recreational areas is encouraged.
- B. A subdivision, partition, replat, or design review application proposing designation of open space shall include the following information as part of the application:
 1. Designate the boundaries of all open space areas; and
 2. Specify the manner in which the open space shall be owned, maintained, and administered; and
 3. Provide for public access to trails included in the 2022 Parks and Trails Master Plan, including but not limited to the Tickle Creek Trail.
- C. Dedication of open space may occur concurrently with development of a project. For phased development, the open space may be set aside in totality and/or dedicated in conjunction with the first phase of the development or incrementally set aside and dedicated in proportion to the development occurring in each phase.
- D. Open space areas shall be maintained so that the use and enjoyment thereof remain safe, healthy, and functional. Open space areas may be owned, preserved, and maintained by any of the following mechanisms or combinations thereof:
 1. Dedication to the City of Sandy or another public agency, if there is a public agency willing to accept the dedication. Prior to acceptance of proposed open space, the City shall require the applicant to submit a Phase I Environmental Site Assessment of the open space area completed by a qualified professional according to American Society of Testing and Materials (ASTM) standards (ASTM E 1527). The results of this study shall indicate a clean environmental record prior to dedication.
 - a. In the event that the Phase 1 Environmental Site Assessment detects the potential for contaminated soil, the applicant shall perform further assessment, testing and sampling as needed to determine the type and extent of contamination present, and potential remediation steps needed.
 - b. If contaminated conditions are present the applicant shall either remediate the condition and submit a report to the City documenting the procedures and final soil conditions or, select another area for parkland dedication.
 2. Common ownership by a homeowner's association that assumes full responsibility for its maintenance;
 3. Dedication of development rights to another public agency with ownership remaining with the developer or homeowner's association. Maintenance responsibility will remain with the property owner; and/or

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4. Deed-restricted private ownership preventing development and/or subsequent land division and providing for ongoing maintenance responsibilities.
- E. In the event that an owner of private open space fails to maintain it according to the standards of this Code, the City of Sandy, following reasonable notice, may demand that the deficiency of maintenance be corrected, and may enter the open space for maintenance purposes. All costs thereby incurred by the City shall be charged to those persons having the primary responsibility for maintenance of the open space. The City shall enforce the maintenance requirement, pursuant to Sandy Municipal Code Chapters 1.18 or 8.16.

CHAPTER 17.88 AFFORDABLE HOUSING

Sec. 17.88.00. Intent.

These regulations are intended to implement the provisions of Oregon Revised Statutes (ORS) 197A.445, 197A.460, and 197A.470 (5) – (6) related to siting of affordable housing.

Sec. 17.88.10. Affordable Housing Allowed Outright Under ORS 197A.445 and 197A.460

ORS 197A.445 (added through Senate Bill 8, 2021) requires local governments to allow affordable housing without requiring a zone change or conditional use permit if certain criteria and standards are met. ORS 197A.460 (added through House Bill 3395, 2021) also requires local governments to allow affordable housing for low- and moderate-income households on lands zoned to allow commercial uses. These requirements are implemented by this section.

A. Applicability.

1. At the applicant's request, a proposed affordable housing project that meets the applicability criteria in Subsection B. of this section shall be subject to the standards in Subsection C.
2. At the applicant's request, a proposed affordable housing that meets the applicability criteria in Subsection D. of this section shall be subject to the standards in Subsection E.
3. For a proposed affordable housing project that meets the criteria in both Subsections B. and D., the applicant may choose to follow either the standards in Subsections C. or E.

B. ORS 197A.445 Applicability Criteria. Affordable housing projects are allowed pursuant to ORS 197A.445 provided they meet the affordability criteria in Subsection 1., and meet either the ownership criteria in Subsection 2. or the zoning criteria in Subsection 3., or both. Affordable housing provided pursuant to ORS 197A.445 is only allowed on property zoned for industrial uses if the criteria in Subsection 4. are met.

1. Affordability.

- a. Units are made affordable pursuant to either Subsection i., ii., or iii.
 - i. Each unit on the property is made available to own or rent to families with incomes of 80 percent or less of the area median income as defined in ORS 456.270;
 - ii. The average of all units on the property is made available to families with incomes of 60 percent or less of the area median income; or
 - iii. A manufactured dwelling park is operated that serves only households with incomes of 120 percent or less of the area median income.
- b. The affordability of the units, including affordability under a covenant as described in ORS 456.270 to 456.295, is enforceable for a duration of no less than 30 years.

2. Ownership. Except as specified under Subsection 4., below, the housing is owned by:

- a. A public body, as defined in ORS 174.109;
- b. A nonprofit corporation that is organized as a religious corporation;
- c. A nonprofit corporation that is organized as a public benefit corporation whose primary purpose is the development of affordable housing;
- d. A housing authority, as defined in ORS 456.005; or

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- e. A manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803.
3. Zoning. The property is zoned: for commercial uses; to allow places of assembly for religious institutions; or as public lands.
- a. Eligible commercial zoning districts are: Central Business District (C-1), General Commercial (C-2), Village Commercial (C-3).
- b. Except as provided in Subsection 4 below, eligible industrial zoning districts are: Industrial Park (I-1), and Light Industrial (I-2).
4. Eligibility of Industrial Property. The standards in Subsection C. apply on property zoned to allow industrial uses only if the property is:
- a. Publicly owned;
- b. Adjacent to lands zoned for residential uses or schools; and
- c. Not specifically designated for heavy industrial uses (this excludes the General Industrial (I-3) zoning district).
- C. ORS 197A.445 Standards. Affordable housing projects proposed to be developed pursuant to ORS 197A.445 are subject to the following standards.
1. Site Suitability. The site shall be suitable for development of affordable housing. Affordable housing shall not be located on lands where the City determines that one or more of the following apply:
- a. The development on the property cannot be adequately served by water, sewer, storm water drainage or streets, or will not be adequately served at the time that development on the lot is complete;
- b. The property contains a slope of 25 percent or greater;
- c. The property is within a 100-year floodplain;
- d. The development of the property is constrained by land use regulations based on statewide land use planning goals relating to: natural disasters and hazards; or natural resources, including air, water, land or natural areas (but not including open spaces or historic resources); or
- e. The property is zoned for industrial use and does not meet the criteria in Subsection 17.88.10.B.4 above.
2. Density and height in areas that are zoned for residential uses. Except as provided by Subsection c. below, the greater of density and height standards in Subsections a. or b. below, shall apply:
- a. Any City density bonus for affordable housing; or
- b. Without consideration of any local density bonus for affordable housing:
- i. For property with existing maximum density of 16 or fewer units per net acre, based on the proposed housing type, 200 percent of the existing density and 12 additional feet; or
- ii. For property with existing maximum density of 17 or more units per net acre, and 45 or fewer units per acre, based on the proposed housing type, 150 percent of the existing density and 24 additional feet.
- c. Exceptions to the density and height bonuses.

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- i. The density and height bonuses provided by this section do not apply to housing in areas that are not zoned for residential uses.
 - ii. The City may reduce the density or height of the bonus as necessary to address a health, safety or habitability issue, including fire safety, or to comply with a protective measure adopted pursuant to a statewide land use planning goal provided the City adopts findings supported by substantial evidence demonstrating the necessity of this reduction.
 - 3. Density and height in nonresidential zones. The maximum density and height shall be based on the density and height standards applicable to the Medium Density Residential (R-2) zone, as provided in Chapter 17.38.
 - 4. Standards and Procedure. Affordable housing projects allowed pursuant to this subsection B. are subject to the clear and objective development standards in the SDC applicable to the proposed housing type. A Type II Design Review approval is required.
 - D. ORS 197A.460 Applicability Criteria. Affordable housing projects are allowed pursuant to ORS 197A.460 provided they meet the affordability and structure type criteria in Subsection 1. and the zoning criteria in Subsection 2. below.
 - 1. Affordability and Structure Type. Units are made affordable pursuant to either Subsection a. or b.
 - a. The residential structure is subject to an affordable housing covenant as provided in ORS 456.270 to 456.295 making each unit affordable to a household with income less than or equal to 60 percent of the area median income as defined in ORS 456.270; or
 - b. Mixed use structures with ground floor commercial units and residential units, each of which is subject to an affordable housing covenant as provided in ORS 456.270 to 456.295 making the properties affordable to moderate income households, as defined in ORS 456.270.
 - 2. Zoning. The property is zoned to allow only commercial uses and not industrial uses. Eligible zoning districts are: Central Business District (C-1), General Commercial (C-2), and Village Commercial (C-3) district.
 - E. ORS 197A.460 Standards. Affordable housing developed pursuant to ORS 197A.460 is subject to the following standards.
 - 1. Site Suitability. Affordable housing developed under this subsection E. shall not be located on lands where the City determines that one or more of the following apply:
 - a. The development on the property cannot be adequately served by water, sewer, storm water drainage or streets, or will not be adequately served at the time that development on the lot is complete;
 - b. The property contains a slope of 25 percent or greater;
 - c. The property is within a 100-year floodplain;
 - d. The development of the property is constrained by land use regulations based on statewide land use planning goals relating to: natural disasters and hazards; or natural resources, including air, water, land or natural areas (but not including open spaces);
 - e. The property is vacant (as defined in OAR 660-038-0060(2)) at the time of application submittal;
or
 - f. The property was added to the urban growth boundary within the last 15 years prior to the application submittal.

2. Standards and Procedure.

- a. Affordable housing projects allowed pursuant to this subsection E., including the residential component of an eligible mixed use structure, are subject to the clear and objective development standards in the SDC applicable to the residential zone that is most comparable in density to the allowed commercial uses in the subject zone, as provided below:
 - i. In the Central Business District (C-1) and General Commercial (C-2) districts, the standards applicable to the High Density Residential (R-3) district shall apply.
 - ii. In the Village Commercial (C-3) district, the standards applicable to the Medium Density Residential (R-2) district shall apply.
- b. A Type II Design Review approval is required.

Sec. 17.88.20. Affordable Housing Developed by Religious Corporation Under ORS 197A.470 (5) – (6)

ORS 197A.470 (5) – (6) (added through House Bill 2008, 2021) and this section establish standards to allow a nonprofit corporation organized as a religious corporation to develop affordable housing.

- A. Applicability Criteria. Affordable housing projects allowed pursuant to this section must meet subsection 1. and 2. below:
 - 1. Affordability. The housing is affordable to households with incomes equal to or less than 60 percent of the median family income for Clackamas County or for the state, whichever is greater, that is subject to an affordable housing covenant, as provided in ORS 456.270 to 456.295, that maintains the affordability for a period of not less than 60 years from the date of the certificate of occupancy.
 - 2. Ownership. The property is owned by a nonprofit corporation organized as a religious corporation.
- B. Standards.
 - 1. Residential and nonresidential sites. The City shall only apply restrictions or conditions of approval to the development of affordable housing that are:
 - a. Clear and objective as described in ORS 197A.400; or
 - b. Discretionary standards related to health, safety, habitability or infrastructure. For the purposes of this standard, that means that affordable housing shall not be located on lands where the City determines that the development on the property cannot be adequately served by water, sewer, storm water drainage or streets, or will not be adequately served at the time that development on the lot is complete.
 - 2. Nonresidential sites.
 - a. The City shall approve the development of affordable housing on property not zoned for housing if:
 - i. The property is not zoned for industrial uses; and
 - ii. The property is contiguous to property zoned to allow residential uses.
 - b. Affordable housing allowed under this subsection shall be subject only to the restrictions applicable to the contiguously zoned residential property as limited by Subsection B.2.a. and

without requiring that the property be rezoned for residential uses. If there is more than one contiguous residential property, the zoning of the property with the greatest density applies.

CHAPTER 17.90 DESIGN STANDARDS²⁴

Sec. 17.90.00. Intent.

Chapter 17.90 is intended to implement the following design standards. In addition to these standards, several appendices are included to aid in the implementation of these standards. Applicable appendices are referenced in this chapter and kept on file by the ~~Planning Director at City Hall~~. In implementing these standards, the reviewing body shall refer to the following objectives in evaluating Design Review requests:

- A. Protect and enhance the city's quality of life and community image.
- B. Encourage functional, safe, and aesthetically pleasing development, while maintaining compatibility with the surrounding built and natural environment.
- C. Implement the Sandy Style, as described by this chapter. The Sandy Style is based on the following guiding principles:
 1. Celebrate Sandy as the Gateway to Mount Hood through contextually appropriate landscaping and building designs.
 2. Protect and enhance Sandy's tree canopy, particularly along the Highway 26 Landscape Management Corridor.
 3. Emphasize a "village" scale and character in new development. Village scale means development is compact and walkable, building entrances are oriented to the street sidewalk or a plaza, and large building masses are broken down through a combination of design elements such as articulation, combinations of complementary building materials and detailing.
 4. Express elements of or reflect Cascadian architecture by adapting appropriate elements of English Arts and Crafts Style (1900—1920) and Oregon Rustic Style (1915—1940), and/or similar elements, into new buildings and exterior remodels, except in locations where this Code allows or requires a different architectural style (e.g., C-1 Historic Roadside Commercial District).
 5. Encourage green building practices in new construction, such as the use of renewable energy (e.g., solar and wind), use of recycled materials, integration of water quality facilities in landscapes, capture of rainwater for irrigation, and similar practices.
- D. The ~~e~~City considers the following elements to be incompatible with the Sandy Style. [For residential developments that meet all applicable standards in this chapter, these elements shall serve as guiding principles only. For nonresidential developments, or for residential developments that do not meet all the standards of this chapter, t](#)he reviewing body may deny, or require modifications to, a project with any of the following:
 1. Excessive tree removal and/or grading that may harm existing vegetation within a designated landscape conservation area.
 2. Commercial development where buildings are setback from the street behind surface parking lots.

²⁴Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2013-04, effective July 3, 2013. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

3. Excessive surface parking lot paving and redundant driveways.
4. Drive-up facilities adjacent to a street that interrupt pedestrian circulation patterns or create potential safety hazards.
5. Disjointed parking areas, confusing or unsafe circulation patterns.
6. Box-like structures with large, blank, unarticulated wall surfaces.
7. Building materials or colors that do not conform to this Code.
8. Highly reflective surfaces or heavily tinted glass storefronts.
9. Strongly thematic architectural styles, forms, colors, materials, and/or detailing, that do not conform to the Sandy Style, including some forms of franchise architectural styles associated with some chain commercial establishments.
10. Inadequate landscape buffers adjacent to parking lots, walkways, and streets.
11. Visible outdoor storage, loading, and equipment areas.

Sec. 17.90.10. Applicability.

The provisions of this chapter apply to all zones and uses as follows except as specified in Sections 17.90.10.B., C., D., E., ~~and F.~~, and G. below:

- A. All construction within a Commercial or Industrial Zoning District or a non-residential use in a Residential Zoning District including the following:
 1. New construction;
 2. Replacement of a building that is destroyed as specified in Section 17.08.30;
 3. Addition to an existing building;
 4. Exterior alterations other than general maintenance on an existing building;
 5. Site improvements including changes to landscaping, parking, civic spaces, etc.
- B. [Nonresidential development and the nonresidential components of mixed use development shall comply with all applicable standards in this chapter. Residential development and the residential components of a mixed use development are only required to comply with the clear and objective standards of this chapter unless the applicant is requesting a Design Deviation, in which case compliance with all standards is required for residential development.](#)
- CB. *General Maintenance Exception:* General maintenance activities including but not limited to the replacement of awnings, entryway covers, doors, windows, siding and roofing materials with like materials, and repainting with the same colors are exempt from these standards.
- DE. *Residential Dwelling Exception:* Single ~~family-detached~~ dwellings, duplexes, manufactured ~~dwellings~~ homes on individual lots ~~of record~~, and manufactured dwellings in parks are exempt from all requirements of this chapter except for Section 17.90.150.
- ED. *Specific Building Exception:* Certain buildings contain architectural characteristics that contribute to the unique character of Sandy's business community. However, these buildings are not necessarily designed in conformance with the applicable design standards described in this chapter. This section allows these buildings to be maintained, repaired, painted or added on to, in a way that is consistent with the existing architectural design of these buildings. Additionally, in the event a portion or the entire building is damaged by any means, this section allows these buildings to be rebuilt as currently designed. This exemption does not allow the architectural design of these buildings to be changed or

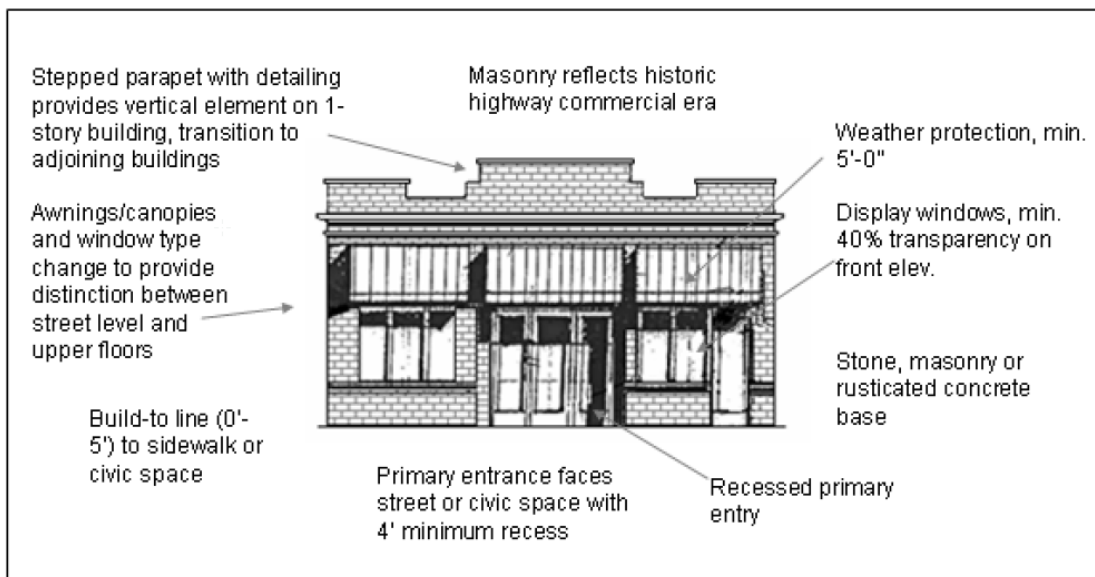
altered from the current design without compliance with the provisions of this Code. (as of February 1, 2008, see Appendix A) All other provisions in this chapter related to site design, landscaping, lighting, and external storage and screening are still applicable. This exception is applicable to the following buildings:

- Tollgate Inn Restaurant and Bakery (38050 and 38100 Highway 26).
- Joe's Donut Shop (39230 Pioneer Blvd.).

F.E. *Downtown Area Exceptions:* Two areas within downtown Sandy contain several existing buildings or groupings of buildings that contribute to the unique character of Sandy's downtown (Appendix B). As such, new building construction within these areas may either comply with the Sandy Style design standards of this chapter, or with the details specified below. [Examples of building elements that meet these standards are illustrated as shown](#) in Figures 17.90.110-A and 17.90.110-B. All other provisions of this chapter related to site design, landscaping, lighting, and external storage and screening still apply.

1. Area A—South side of Pioneer Boulevard between Bruns Avenue and Meinig Avenue, including the lot at the southeast corner of Pioneer and Meinig (Figure 17.90.110-F):
 - a. Use of flat roofs (See Section 17.90.110.C.8.) with detailed stepped parapet and regularly spaced picture windows (divided or undivided) framed by pilasters, transoms, and sills.
 - b. Use of masonry block, brick or fluted concrete, consistent with the existing historic roadside commercial structures is allowed.
 - c. Buildings may contain symmetrical forms based on a rectangular building plan and simple massing.
 - d. Building articulation and detailing should express the physical structure of buildings in this area.

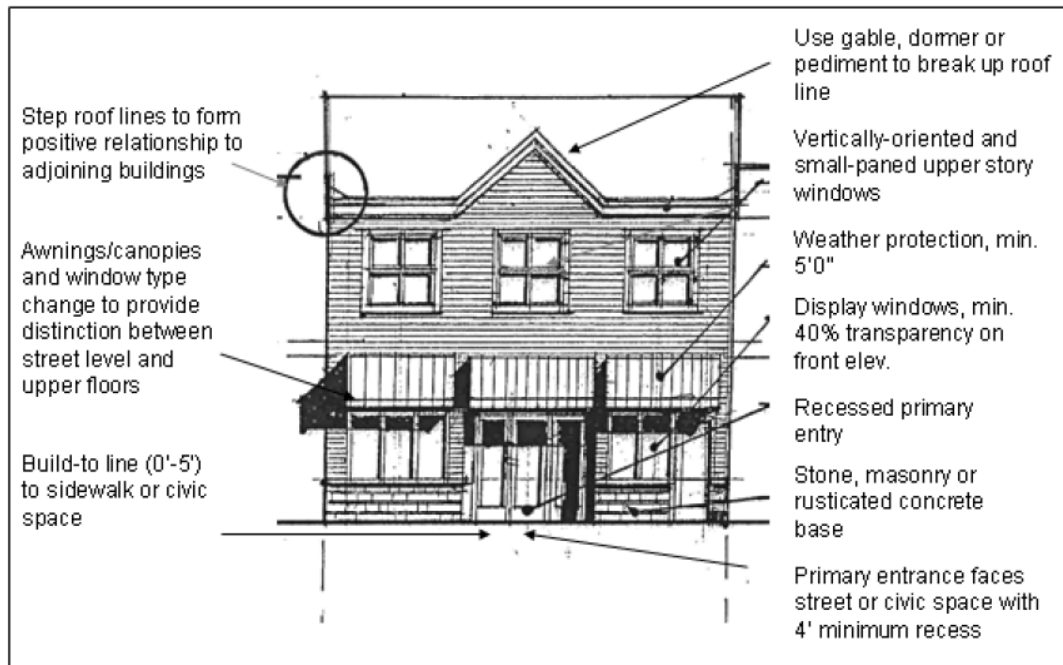
Figure 17.90.110-A: Typical Building Elements in Historic Roadside Commercial (Roadside Building Style)



2. Area B—South side of Pioneer Boulevard between Scales Avenue and Bruns Avenue, and for the Odd Fellows Hall on the north side of Pioneer Boulevard:

- a. The preferred siding material for building remodels is wood lap siding, consistent with the farm-style structures in that area.
- b. Building forms and detailing should express a farmhouse vernacular; buildings should incorporate front-facing gables, covered porches, and divided or double hung sash windows.
- c. Paint color should not contrast with the white-washed buildings on this block.

Figure 17.90.110-B: Typical Building Elements in Historic Roadside Commercial (Farmhouse-Style)



Sec. 17.90.30. Powers and duties.

Staff shall review plans for compliance with the Development Code and other applicable regulations. The ~~Planning~~ Director may tailor the extent of the review by deleting or combining steps when not warranted by the scale of the development.

Sec. 17.90.40. Type of review.

- A. *Type I—Administrative.* Type I review applies to single family dwellings, duplex dwellings, manufactured homes on individual lots, manufactured homes within ~~MH~~ [manufactured dwelling](#) parks, and permitted residential accessory dwellings and structures.

Type I review also applies to exterior building alterations or additions on existing commercial or industrial buildings, multi-family dwellings, and non-residential uses on residentially zoned lots where the proposed alteration or addition meets the following criteria:

1. Exterior alterations other than general maintenance as defined in Section 17.90.10.B.
2. Modifications to the number of parking spaces by not more than ten percent~~;~~.

3. Modifications to the area devoted to landscaping or civic space by not more than ten percent;
 4. Building additions in the C-1 and C-3 zones containing less than 1,000 square feet.
 5. Building additions in the C-2, I-1, and I-2 zones containing less than 3,000 square feet.
- B. *Type II—Director's Review.* Type II review includes floor area expansions greater than the thresholds for a Type I review and all other multi-family, commercial, industrial development, and non-residential development on residentially zoned land that is in compliance with code standards, except where a Type III procedure is requested or required.
- C. *Type III—Quasi-Judicial Public Hearing.* Type III review includes development where the applicant has requested one or more Design Deviations from the standards in this chapter or otherwise has requested a Type III Design Review, ~~or the Director has determined the review will~~ Design Deviations involve ~~more than a nominal amount of~~ discretion in applying this chapter's standards to the application. For a Design Deviation to be approved, the applicant must demonstrate that the proposal meets or exceeds the intent of the standard(s) for which a deviation is requested. The more a request seeks to deviate from a standard, the greater the burden on the applicant to demonstrate the request complies with the standard's intent.

Sec. 17.90.70. Expiration of approval.

Design Review approval shall be void after two years from the date of the Final Order, ~~or lesser time as the Planning Commission may specify~~, unless the applicant has submitted plans for building permit approval or demolition approval, as applicable, within this timeframe. The Director may grant one extension through a Type I procedure, not to exceed one year, upon a written request from the applicant prior to the expiration date of the approval, ~~and a finding that the applicant has made a good faith effort to implement the approved plan.~~

Sec. 17.90.80. Modifying approvals.

- A. *Major Modification.* A major modification to a Design Review approval shall be processed as a new application. Major Modifications include but are not limited to:
1. Changes in proposed land use;
 2. Substantial change in building elevation and materials;
 3. Changes in type and location of access ways and parking areas where off-site traffic would be affected;
 4. Increase in the floor area proposed for nonresidential use by more than ten percent from what was previously specified;
 5. Increase in the total ground area proposed to be covered by structures or parking by more than ten percent from what was previously specified;
 6. Reduction of project amenities provided, such as civic space, recreational facilities, screening, and/or landscaping provisions by more than ten percent from what was previously specified, and;
 7. Any other modification to a requirement established at the time of Design Review approval.
- B. *Minor Modification.* Minor Modifications may include any of the changes listed above provided the change is below the quantifiable thresholds for a Major Modification, per Section 17.90.80.A. Minor modifications shall be processed as a Type I or Type II decision ~~at the Director's discretion~~; a Type II procedure shall be used where the modification requires interpretation of a discretionary standard.

Sec. 17.90.90. Submission requirements—Type I.

~~A. Number of Copies: 2~~ In addition to the items listed in Chapter 17.18.

~~BA. Site Plan. As determined by the Planning Director, t~~he site plan shall be drawn at an approved engineering scale (e.g., 1"=100"; 1"=50"; 1"=20"; or 1"=10") and shall include the applicant's entire property including:

1. Dimensions of the property;
2. Proposed building location;
3. Easements of record;
4. Parcel boundaries;
5. Driveway location;
6. Contour lines at the following minimum intervals;
 - a. Two foot intervals for slopes zero percent—14.9 percent.
 - b. Five foot or ten foot intervals for slopes between 15 percent—25 percent.
 - c. Identification of areas exceeding 25 percent.
7. Flood and Slope Hazard Overlay District boundaries;
8. Drainage, including adjacent lands;
9. Natural hazard areas, including potential flood or high ground water, landslides, erosion, drainage ways, and weak foundation soils;
10. Marsh or wetland areas, underground springs, wildlife habitat areas, wooded areas, and surface features such as earth mounds and large rock outcroppings, and including features detailed in DSL's Statewide Wetlands Inventory and ODFW's Conservation Opportunity Areas maps;
11. Streams and stream corridors;
12. Location of trees ~~over~~ 11-inches or greater DBH (~~six~~ 6-inches or greater DBH in FSH Overlay District);
13. Additional information ~~as required by the Director such as~~ necessary to properly evaluate the proposal, including soils, geology, hydrologic study, photometric analysis, etc., unless waived by the Director. The requirement for additional information shall be communicated to the applicant at the pre-application conference or prior to the application being deemed complete.

~~CB. Architectural Drawings. The architectural drawings shall be drawn at an approved architectural scale and shall contain the following:~~

1. Building elevations;
2. Building materials: colors and type;
3. Retaining walls including type, architectural finish, and height;
4. Other drawings or studies (e.g., line-of-sight analysis, perspective, model, visual simulation, window glazing diagram etc.) necessary to evaluate the application as determined necessary by the Planning Director, and communicated to the applicant at the pre-application conference or prior to the application being deemed complete.

~~Building elevations showing the required design standards.~~

C. Landscape Plan. The landscape plan(s) shall be drawn at an approved engineering scale and shall contain the following:

1. Property and lot boundaries and rights-of-way;
2. Structures and impervious surfaces including parking lots;
3. General landscape development plan, including plant specifications keyed to plan map and including botanical names, common names, sizes, numbers, and methods of planting and maintenance, location of existing plants and groups of plants proposed;
4. Description of soil conditions and plans for soil treatment such as stockpiling of topsoil, addition of soil amendments, and plant selection requirements, relating to soil conditions;
5. Details of irrigation method;
6. Landscape-related structures such as fences, decks, terraces, patios, shelters, play areas, etc.;
7. Boundaries of open space, recreation or reserved areas;
8. Location of pedestrian or bicycle circulation.

D. Other Information or studies determined to be necessary by the Director prepared by qualified professionals to address specific site features or project impacts (e.g. arborist report, natural hazards, Geotechnical, etc.), and communicated to the applicant at the pre-application conference or prior to the application being deemed complete.

Sec. 17.90.100. Submission requirements—Type II and Type III.

~~A. —Number of Copies: Type II: 8 copies, Type III: 15 copies. In addition to the items listed in Chapter 17.18.~~

~~B. —Digital Version: A compact disc containing a digital version of the required narrative in Microsoft Word format and a plan set in PDF format.~~

~~CA.~~ Project Narrative documenting compliance with applicable code criteria. If the application involves any Design Deviations from the Code standards (i.e., Type III Design Review), the narrative shall describe how the proposal meets or exceeds the intent of the standard(s) for which a deviation is requested.

~~DB.~~ *Site Analysis Map.* An analysis of the site showing the relationship between the site and adjacent properties to contain the following:

1. Property boundaries, dimensions, and gross area;
2. Topographic contour lines at two-foot intervals for slopes zero—ten percent and five foot intervals for slopes greater than ten percent;
3. Location of approved Flood and Slope Hazard Overlay District boundaries and restricted development areas per Chapter 17.60;
4. Site features including existing structures, pavement, large surface features such as earth mounds and large rock outcroppings;
5. Contour lines at the following intervals:
 - a. Two foot intervals for slopes zero—14.9 percent;
 - b. Five foot or ten foot intervals for slopes between 15 percent—25 percent;

- c. Identification of areas exceeding 25 percent;
6. Location and width of public and private streets, drives, sidewalks, rights-of-way, and easements;
7. Location, size, and species of trees 11-inches and greater DBH (~~six~~6-inches or greater DBH in FSH Overlay District);
8. North arrow, scale, names and addresses of all persons listed as owners of the subject property on the most recently recorded deed;
9. Name and address of project designer, engineer, surveyor, and/or planner, if applicable;
10. Additional information ~~as required by the Director such as~~ necessary to properly evaluate the proposal, including soils, geology, hydrologic study, photometric analysis, etc., unless waived by the Director. The requirement for additional information shall be communicated to the applicant at the pre-application conference or prior to the application being deemed complete.

EC. *Proposed site plan.* The site plan shall contain the following information:

1. The proposed development site, including boundaries, dimensions, and gross area;
2. Features identified on the existing site analysis maps that are proposed to remain on the site;
3. Features identified on the existing site map, if any, which are proposed to be removed or modified by the development;
4. The location and dimensions of all proposed public and private streets, drives, rights-of-way, and easements;
5. The location and dimensions of all existing and proposed structures, utilities, pavement and other improvements on the site. Setback dimensions for all existing and proposed buildings shall be provided on the site plan;
6. The location and dimensions of entrances and exits to the site for vehicular, pedestrian, and bicycle access;
7. The location and dimensions of all parking and vehicle circulation areas (show striping for parking stalls and wheel stops);
8. Pedestrian and bicycle circulation areas, including sidewalks, internal pathways, pathway connections to adjacent properties, and any bicycle lanes or trails;
9. Loading and service areas for waste disposal, loading and delivery;
10. Outdoor recreation spaces, common areas, plazas, outdoor seating, street furniture, and similar improvements;
11. Location, type, and height of outdoor lighting;
12. Location of mail boxes, if known;
13. Name and address of project designer, if applicable;
14. Locations of bus stops and other public or private transportation facilities;
15. Locations, sizes, and types of signs;
16. Location of retaining walls.

FD. *Preliminary Utility Plan.* (Including the location of all electrical transformers and utility meters)

GE. Traffic Impact Study or Traffic Letter ~~(as determined by the Planning Director)~~ in compliance with City standards (if required).

- H.F.** Photometric Analysis and cut sheets of proposed lighting demonstrating compliance with Chapter 15.30, Dark Sky Ordinance.
- I.G.** *Preliminary Grading Plan.* A preliminary grading plan indicating where and to what extent grading will take place, including general contour lines, slope ratios, slope stabilization proposals, and natural resource protection proposals consistent with the provisions of this Code.
- J.H.** *Architectural Drawings.* The Architectural drawings shall be drawn at an approved architectural scale and shall contain the following:
1. Building elevations;
 2. Building materials: colors and type ~~(including color board)~~;
 3. Retaining walls including type, architectural finish, and height;
 4. Other drawings or studies (e.g., line-of-sight analysis, perspective, model, visual simulation, window glazing diagram, etc.) ~~as deemed necessary for~~ to evaluate the application as determined necessary by the Planning Director, and communicated to the applicant at the pre-application conference or prior to the application being deemed complete.
- K.I.** *Landscape Plan.* The Landscape plan(s) shall be drawn at an approved engineering scale and shall contain the following:
1. Property and lot boundaries and rights-of-way;
 2. Structures and impervious surfaces including parking lots;
 3. General landscape development plan, including plant specifications keyed to plan map and including botanical names, common names, sizes, numbers, and methods of planting and maintenance, location of existing plants and groups of plants proposed;
 4. Description of soil conditions and plans for soil treatment such as stockpiling of topsoil, addition of soil amendments, and plant selection requirements, relating to soil conditions;
 5. Details of irrigation method;
 6. Landscape-related structures such as fences, decks, terraces, patios, shelters, play areas, etc.;
 7. Boundaries of open space, recreation or reserved areas;
 8. Location of pedestrian or bicycle circulation.
- L.J.** *Signs.* Proposed sign details and dimensions in conformance with Chapter 15.32.
- M.K.** Other Information or studies determined to be necessary by the Director prepared by qualified professionals to address specific site features or project impacts (e.g. arborist report, natural hazards, Geotechnical, etc.), and communicated to the applicant at the pre-application conference or prior to the application being deemed complete.

Sec. 17.90.110. Downtown and Village Commercial (C-1 and C-3) design standards.

Development in the C-1 and C-3 zoning districts shall conform to all of the following standards, as applicable. Where a conflict exists between the requirements of this Chapter and any other code provision, this Chapter shall prevail.

- A. *Site Layout and Vehicle Access.*

Intent: To provide for compact, walkable development, and to design and manage vehicle access and circulation in a manner that supports pedestrian safety, comfort and convenience. ([Examples of site designs that meet these standards are illustrated in](#) Figures 17.90.110-C and 17.90.110-D).

1. All lots shall abut or have cross access to a dedicated public street.
2. All lots that have access to a public alley shall provide for an additional vehicle access from that alley.
3. Off-street parking shall be located to the rear or side of buildings with no portion of the parking lot located within required setbacks or within ten feet of the public right-of-way, as shown in Figure 17.90.11-C. When access must be provided directly from a public right-of-way, driveways for ingress or egress shall be limited to one per 150 feet. For lots with frontage of ~~less than~~ 150 feet or less, shared access ~~may shall~~ be required [if an individual access would not meet the 150-foot spacing requirement](#).
4. Adjacent parking lots shall be connected to one another ~~when the City determines it is practicable to do so~~ [unless such connections are impracticable due to physical constraints such as natural resource areas or steep topography](#). ~~Developments shall avoid creating barriers to inter-parcel circulation.~~
5. ~~Urban design details, such as r~~ Raised or painted pedestrian crossings ~~and similar devices incorporating changes in paving materials, textures or color,~~ shall be used to calm traffic and protect pedestrians in parking areas. [Similar devices for pedestrian safety that incorporate changes in paving materials, textures or color may be approved through Design Deviation](#).
6. Where openings occur between buildings facing Proctor Boulevard or Pioneer Boulevard, pedestrian ways shall connect the street sidewalk to any internal parking areas. ~~Development shall avoid creating barriers to pedestrian circulation.~~
7. Parking lots may include public alley accessed garages at the rear property line, except where a setback is required for vision clearance or to conform to other ~~e~~City standards.
8. Raised walkways or painted crossings from the public street sidewalk to the building entrance(s) are required. Crosswalks through parking lots and drive aisles shall be constructed of a material contrasting with the road surface or be painted (e.g., colored concrete inlay in asphalt).
9. Joint use of access points and interconnections and cross-over easements between parcels shall be required, where ~~the City determines it is practicable and~~ necessary [to comply with access spacing and other applicable code requirements](#). A development approval may be conditioned to require a joint use access easement and interconnecting driveways or alleys to comply with access spacing and other applicable code requirements.
10. Connection to Adjacent Properties: The location of any real improvements to the property must provide for a future street [if identified in the City of Sandy 2023 Transportation System Plan](#) and pedestrian connections [to adjacent properties](#) ~~where the City determines this is practicable and necessary~~.
11. Through lots and corner lots may be permitted with two access points, one onto each abutting street, where necessary to serve a centralized, shared parking facility. Such access points must conform to the above access spacing requirements and parking must be internalized to the property.
12. Free-standing buildings shall be connected to one another with a ~~seamless~~ pedestrian network that provides access to building entrances and civic spaces.

Figure 17.90.110-C: Downtown Block Elements (Example)

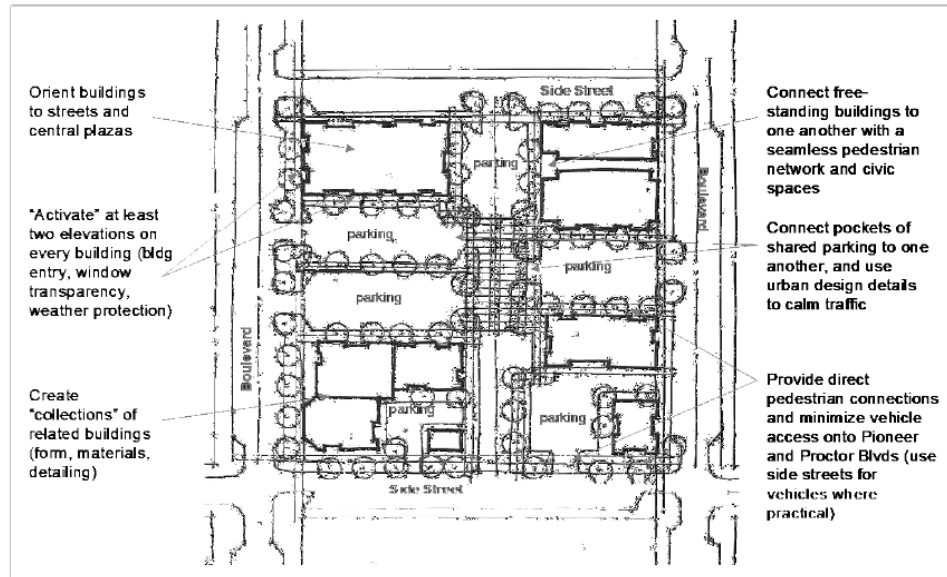
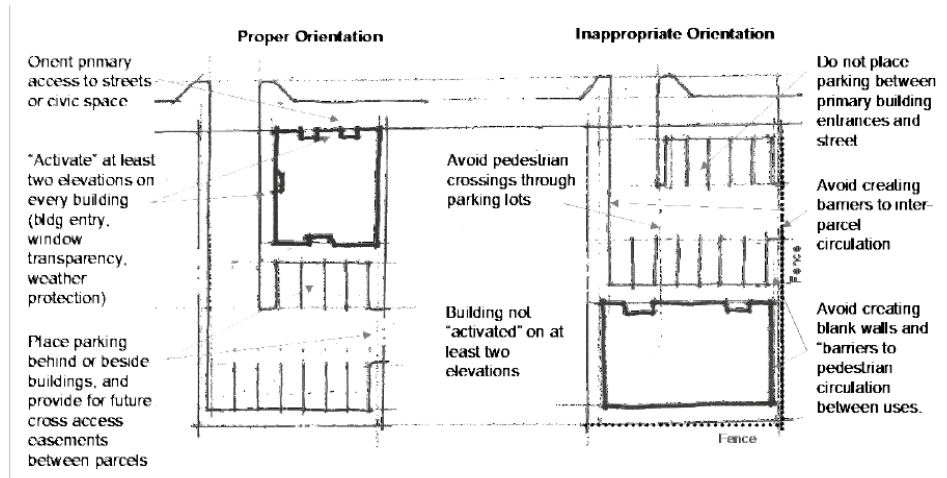


Figure 17.90.110-D: Downtown Building Orientation (Example)



B. Building Facades, Materials, and Colors.

Intent: To provide building façades, materials and colors consistent with the Sandy Style. For purposes of interpreting the Sandy Style, representative-example illustrations and photos are provided. (Figures 17.90.110-C, 17.90.110-D, 17.90.110-E, 17.90.110-F, 17.90.110-G, 17.90.110-H, 17.90.110-I, Color Palettes (Appendices C and D), and photos (Appendix E). Compliance with Color Palettes in Appendices C and D is required; the figures in this chapter and photos in Appendix E are for illustrative purposes only.)

1. **Articulation.** The Sandy Style includes asymmetrical building forms, which by definition require buildings to be articulated, varied, and provide visual interest. This standard is met by dividing elevations of a structure visible from an abutting public street or pedestrian way into smaller areas or planes to minimize the appearance of bulk as viewed from the street as follows:

- a. All elevations visible from an abutting public street or pedestrian way shall be divided into distinct planes no more than 30 lineal feet long to include the following:
 - i. Wall planes meeting this standard shall include a feature or variation in the wall plane that projects or recedes at least six inches from the adjacent plane, for a length of at least four feet. Changes in plane may include but are not limited to recessed entries, bays, secondary roof forms (e.g., gables, lower roof sheds, dormers and towers), canopies, awnings, projections, recesses, alcoves, pergolas, porticos, or roof overhangs, ~~or e~~ Other features consistent with the Sandy Style [may be approved through Design Deviation](#).
 - ii. Wall planes shall incorporate at least one ~~visually contrasting and complementary~~ change in materials or changes in texture or patterns, including trim, or moldings, ~~or other ornamental devices~~. Except for residential components of development (other than those requesting a Design Deviation), these changes shall be visually contrasting and complementary.
 - iii. The lower and upper floors of multi-story buildings shall be clearly delineated by using pedestrian shelters, change in siding materials, heavy timber or natural wood accents (e.g., brackets, paneling or other detailing).
2. *Pedestrian Shelters.* Buildings must incorporate pedestrian shelters, as follows:
 - a. Pedestrian shelters shall be provided over the building's primary entrance(s) and pedestrian areas (i.e., sidewalks and civic spaces) abutting the subject building.
 - b. Features such as canopies, arcades, awnings, roofs overhangs, covered porches, alcoves, and/or porticoes are required.
 - c. Pedestrian shelters must extend at least five feet over the pedestrian area.
 - d. Shelters over building entrances shall be designed with gable or shed roofs ~~(e.g., over building entrances) are preferred over flat shelters~~, and must comply with the roof pitch standards in Section 17.90.110.C. Dome or bubble shaped awnings are not permitted.
3. *Building Materials.* Exterior building materials shall convey an impression of strength and durability consistent with the Sandy Style, as follows:
 - a. The following standard does not apply to residential components of development, except those requesting a Design Deviation. Buildings on the same site shall be architecturally unified. This provision shall apply to new construction, additions, and remodeling such that buildings are related in architectural style and share some common elements, such as color scheme, materials, roof forms, and/or detailing. Unity does not mean repetition or mirroring of building elevations.
 - b. Strong base materials such as natural stone (e.g., basalt, granite, river stone), split-faced rusticated concrete block, or brick are required. Cultured stone may be allowed if it has a stone texture and is similar in appearance and durability to natural stone. A building's base must extend at least 36 inches but not more than 60 inches above the adjacent finished grade and be included on those sides of the building visible from the abutting public street. If the site contains a grade differential making construction of a minimum 36-inch base impracticable, the reviewing body may allow portions of the base to be less than 36-inches.
 - c. Foundations shall be designed to match the scale of the building being supported. Examples include sheathing the foundation structure with base materials and wall siding.

- d. Siding shall consist of wood, composite-wood ~~(e.g., concrete fiberboard, or fiber cement panels or shingles);~~ stone; brick; split-faced or rusticated concrete block; or a combination of these materials. Stucco, synthetic stucco, and metal are permitted only as specified below. Vinyl, and plastic ~~or similar siding~~ is not permitted:
- i. Where wood siding is used, it shall consist of horizontal (e.g., lap, v-groove, or tongue-and-groove) siding, vertical (board and batten) siding, shingles, or combinations thereof. Vertical grooved (i.e., T1-11) sheet siding and plain plywood ~~and similar materials~~ are prohibited.
 - ii. Where board-and-batten siding is used, battens shall be a minimum of two-inches wide by one-inch deep and spaced 24 inches apart or closer; rough-sawn boards (specialty panel) are ~~preferred~~ required, as opposed to ~~over~~ panels having a resin overlay.
 - iii. Where masonry siding is used, it shall consist of brick, stone, or rusticated concrete block, and must incorporate decorative patterns over not less than 15 percent of every elevation where it is used. Examples of decorative patterns include multi-toned masonry units, such as brick, stone, or cast stone, in layered or geometric patterns or split-faced concrete block to simulate rusticated stone-type construction. Changes in pattern ~~should~~ shall be used to accentuate breaks in building stories, corners, windows, structural bays, and building tops (e.g., parapets where flat roofs are allowed).
 - iv. Where metal siding is used, it shall be used as an accent only, comprising not more than 20 percent of the surface area of the building elevation (e.g., wainscoting or other accent paneling). Metal must be architectural grade and have a non-reflective (burnished or painted) finish conforming to the approved Color Palette. Metal may also be used for flashing, gutters, downspouts, brackets, lighting, and signage and similar functional elements.
 - v. Where stucco or synthetic stucco is used, it shall be used as an accent only, comprising not more than 20 percent of the surface area of the building elevation.
- e. Building elevations facing a public right-of-way or civic space shall incorporate at least three of the following features: Using these features may also address other code requirements, such as those related to building articulation, change in relief, pedestrian shelters, and storefront elements:
- i. Exposed, heavy timbers;
 - ii. Exposed natural wood color beams, posts, brackets and/or trim (e.g., eaves or trim around windows);
 - iii. Natural wood color shingles (e.g., used as siding or to accent gable ends);
 - iv. Metal canopies;
 - v. Heavy metal brackets (e.g., cast iron or similar appearance), which may be structural brackets or applied as cosmetic detailing; and,
 - vi. Similar features, consistent with the Sandy Style, if approved through Design Deviation.

- f. Materials required on elevations visible from an abutting public street must turn the building corner and incorporate ~~appropriate~~ transitions onto elevations not requiring these materials for a distance of not less than two feet.
4. **Colors.** Building exteriors shall comply with the following standards:
- Permitted colors include warm earth tones (tans, browns, reds, grays and greens) conforming to the Color Palette provided in Appendix C.
 - High-intensity primary colors, metallic colors and black, may be utilized [in non-residential components of development](#) as trim and detail colors only, not to exceed one percent of the surface area of any elevation. Such color shall not be used as primary wall colors. [All residential components of development shall conform to the Color Palette provided in Appendix C.](#)
 - ~~Day-glow colors, highly reflective colors, and similar colors~~ [Other colors not permitted under a. or b.](#) are ~~not permitted~~ [prohibited](#).

Figure 17.90.110-E: Typical Building Elements in Sandy Style (Mixed Use Example)

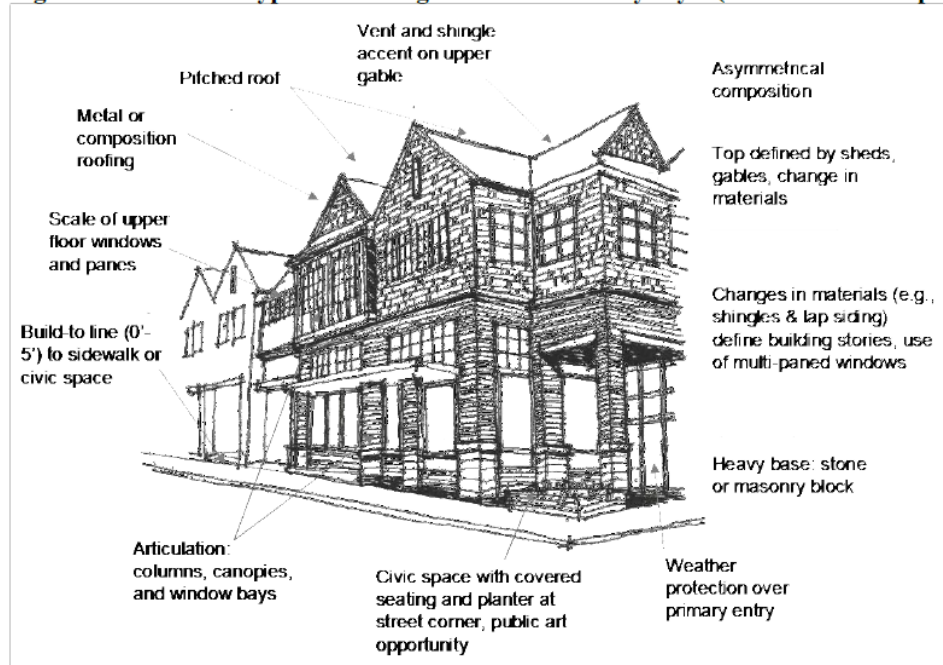


Figure 17.90.110-F: Typical Building Elements in Sandy Style (Mixed Use Example)

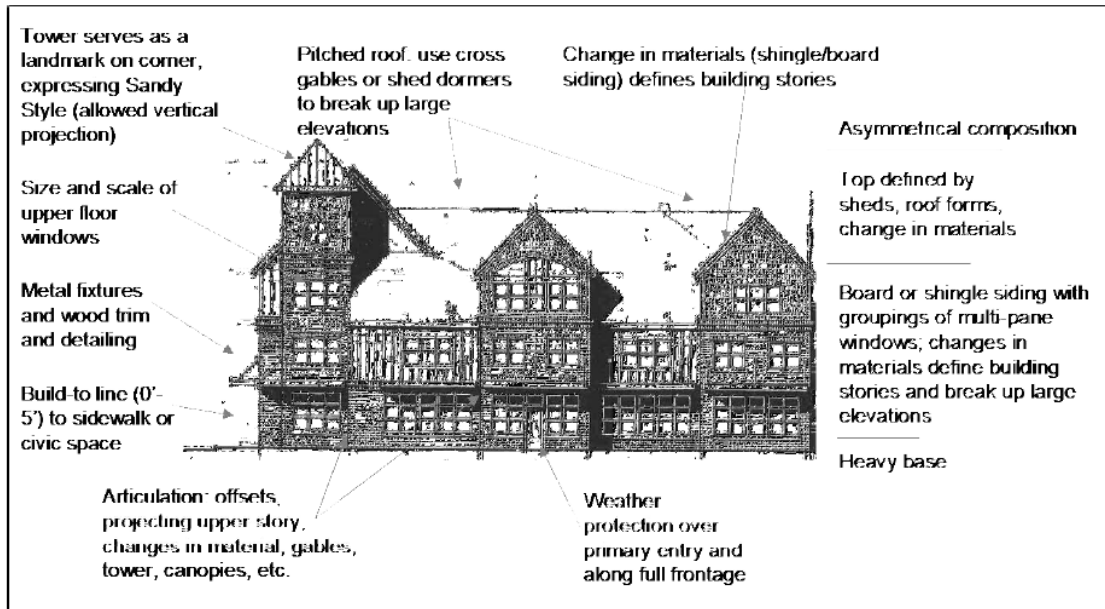
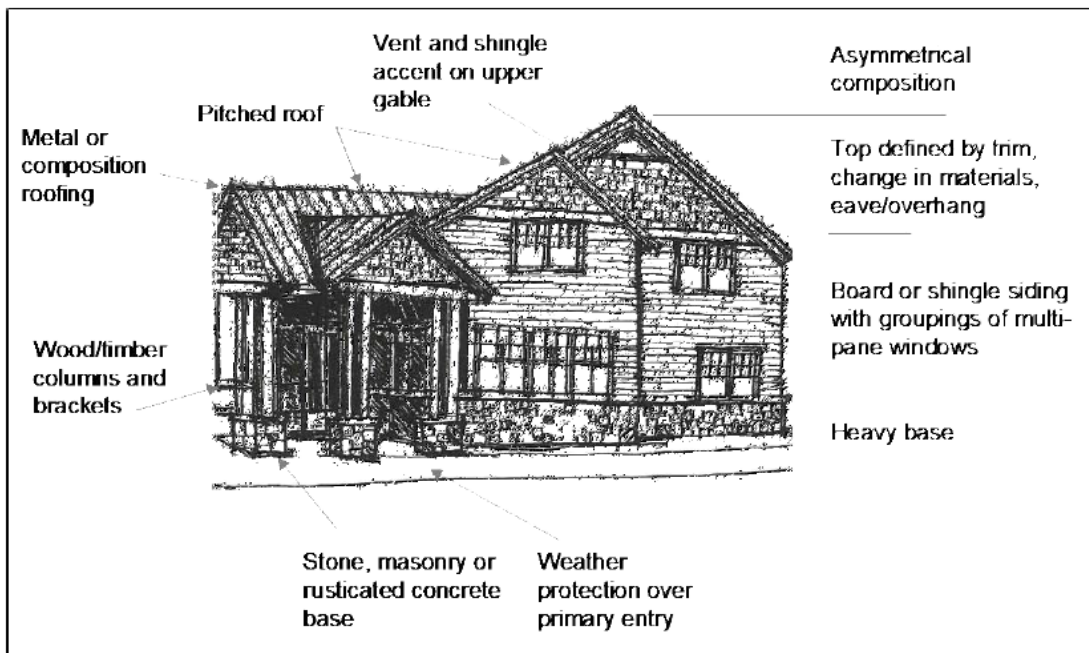


Figure 17.90.110-G: Typical Building Elements in Sandy Style (Commercial Building Example)



C. Roof Pitch, Materials, and Parapets.

Intent: To provide roof forms and detailing consistent with the Sandy Style. For purposes of interpreting the Sandy Style, representative example illustrations and photos are provided. (See Figures 17.90.110-C, 17.90.110-D, 17.90.110-E, 17.90.110-F, 17.90.110-G, 17.90.110-H, 17.90.110-I and representative photos in Appendix E)

1. Except as provided in subsections 17.90.110.C.8., below, pitched (gabled or hipped) roofs are required on all new buildings with a span of 50 feet or less. Gable and hipped roof forms must achieve a pitch not less than the following:

Zoning District	Primary Roof Forms (minimum)	Secondary Roof Forms (minimum)
C-1, C-3	6:12	4:12

2. As provided above, "Primary Roof Forms" are those that individually comprise 20 percent or more of the total surface area of a roof elevation. Secondary roof forms (e.g., dormers, towers, cupolas, etc.) are those that comprise less than 20 percent of the roof elevation. See also, Section 17.74.20 Vertical Projections.
3. ~~When practicable, b~~ Buildings shall be oriented so the gable end of the roof faces the abutting street.
4. Pitched roof surfaces visible from an abutting public street shall provide a secondary roof form (e.g. dormer) in the quantity specified below. Secondary roof forms may be located anywhere on the roof, although grouping these features is preferred.

Roof Length	Number of Secondary Roof Forms
30—40 feet	1
41—80 feet	2
81 feet and greater	4

5. Visible roof materials must be ~~wood shingle or~~ architectural grade composition shingle, slate, or concrete tile. Metal with standing or batten seam may also be used conforming to the Color Palette in Appendix D.
6. All roof and wall-mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, shall be screened from view from public rights-of-way and civic spaces by parapets, walls or by other ~~means~~ approved ~~through Design Deviation~~ means. Roof plans and elevations must show proposed equipment locations, approximate dimensions, and line of sight from public rights-of-way and civic spaces. The reviewing body may require additional equipment setbacks, screen walls, or other mitigation to ensure compliance.
7. A-frame buildings and Mansard-style roofs are not permitted.
8. The following standard does not apply to residential components of development, except those requesting a Design Deviation. Exception to Pitched Roof: When a building requires a roof span greater than 50 feet, or the internal function of the building or a portion of the building makes construction of a pitched roof impractical, the reviewing body may allow an alternative roof form. An alternative roof form includes an "applied pitched roof" or flat roof constructed over the building or portion of the building as specified below. An example when a pitched roof is considered impractical would be the need to have large rooftop stove vents over the kitchen portion of a restaurant. Roof forms constructed under this exception shall comply with the standards below.
 - a. Applied Pitched Roof: An "applied pitched roof" is the preferred alternative roof form and shall be considered first. An "applied pitched roof" is a roof form with the general appearance of a pitched roof in terms of materials, pitch, and overhang, but does not extend all the way from the eave of the building to the ridge of the roof as a typical pitched roof. An "applied pitched roof" shall be constructed according to the following:

- i. For buildings with a span of less than 50 feet, the "applied pitched roof" shall extend at least 50 percent of the distance from the eave to the ridge as if had been constructed as a pitched roof;
- ii. For buildings with a span of 50 feet or greater, the applied pitched roof shall extend at least 12 feet from eave.
- iii. The reviewing body may require buildings with a span of 50 feet or greater to include an "applied pitched roof" in lieu of a flat roof along street facing elevations.

b. *Flat Roof:* Flat roofs shall comply with the following standards:

- i. ~~Sandy Style~~ Stepped parapets and detailed coursing shall be provided on those elevations visible from an abutting public street. Parapets shall be varied so that the length of a parapet does not exceed 30 feet without a change in the parapet height of at least two feet or as necessary to hide rooftop equipment, [pursuant to Subsection 17.90.110.C.6.](#)
- ii. Average parapet height shall not exceed 15 percent of the supporting wall height, and the maximum parapet height shall not at any point exceed $\frac{1}{3}$ of the height of the supporting wall;
- iii. A cornice projecting at least six inches from the building face shall be provided at the roofline of all elevations visible from abutting public rights-of-ways and pedestrian ways;
- iv. Parapet corners shall be stepped and the parapet be designed to emphasize the center or primary entrance(s), unless the primary entrance is at the corner of the building.

D. *Building Orientation and Entrances.*

Intent: To maintain and enhance downtown and village commercial streetscapes as public spaces, emphasizing a pedestrian-scale and character in new development, consistent with the Sandy Style; and to provide for a continuous pedestrian network that promotes pedestrian safety, comfort and convenience, and provides materials and detailing consistent with the Sandy Style. (Figures 17.90.110-A, 17.90.110-B, 17.90.110-C, 17.90.110-D, 17.90.110-E, 17.90.110-F, 17.90.110-G, 17.90.110-H, 17.90.110-I and representative photos in Appendix E)

1. Buildings shall be oriented to a public street or civic space. This standard is met when at least 50 percent of the subject site's street frontage is comprised of building(s) placed within ten feet of a sidewalk or an approved civic space and not more than 20 percent of the off-street parking on a parcel as required by SDC 17.98, tract or area of land is located between a building's front façade and the adjacent street(s).
2. Where parking is placed between a front façade and a street, a landscaped berm and/or architectural features, such as a knee wall, colonnade, arbor, trellis and/or similar device [if approved through Design Deviation](#), shall be placed behind the sidewalk to partially screen the parking area from the sidewalk. The partial screen shall be designed to achieve at least 50 percent opacity at the time of installation, with openings for walkways connecting to the building's primary entrance.
3. Ground floor spaces shall face a public street and shall be connected to it by a ~~direct~~ pedestrian route [whose length is no more than 120 percent of the straight line distance](#) (i.e., avoid out-of-direction travel). Where the reviewing authority determines [as part of a Design Deviation](#) that facing the building to a street is not practical, it may require the building to face a civic space.

4. [The following standard applies to non-residential building entrances.](#) Buildings located at the intersection of two streets shall use a corner building entrance; where a corner entrance is not practical due to the internal functioning of the building space or due to physical constraints of the site (e.g., topography, accessibility, or similar circumstances), a building entrance must be provided within 40 feet of the corner. The building corner must use detailing that emphasizes the corner location and is consistent with the Sandy Style. Examples of acceptable detailing include a rounded or chamfered (beveled) corner, weather protecting canopy, plaza, sculpture, and/or similar pedestrian-oriented features.
5. Upper story residential units shall have an entrance separate from the ground floor (commercial) space and conform to applicable building codes.
6. Buildings shall provide at least two elevations where the pedestrian environment is "activated." An elevation is "activated" when it meets the window transparency requirements in subsection 17.90.110.E., below, and contains a customer entrance with a pedestrian shelter extending at least five feet over an adjacent sidewalk, walkway or civic space. Where providing a customer entrance on two elevations is not practical, the reviewing body may allow a single entrance.
7. Primary entries [entrance](#) shall face a public street or a civic space and shall be spaced not more than 30 feet apart on average. Ancillary shops shall provide entries every 30 feet, on average.
8. Primary [non-residential](#) entrances shall be architecturally emphasized and visible from the abutting public right-of-way or civic space and shall be sheltered with a canopy, overhang, or portico with a depth of at least five feet. Architectural emphasis should be provided by a gabled shelter where practical, consistent with the Sandy Style. Detailing around the base of the building, such as stonework, benches or art, should also be used to emphasize an entrance.

E. *Windows.*

Intent: To promote business vitality, public safety and aesthetics through effective window placement and design, consistent with the Sandy Style. (See Figures 17.90.110-C, 17.90.110-D, 17.90.110-E, 17.90.110-F, 17.90.110-G, 17.90.110-H, and 17.90.110-I, and representative photos in Appendix E.

1. *Unified Design.* [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Building plans must provide for unity in window placement and design so that all sides of a building relate to one another and multiple buildings on a development site relate to one another.
2. *Ground Floor Windows.* The ground floor elevation of all new buildings shall contain display areas, windows, and doorways along street frontages and where the building abuts a civic space as follows: Lots with multiple street frontages are required to meet this standard on only two frontages.

Building Size	Percentage Windows Required
0—10,000 sq. ft.	40 ³⁵ percent of ground floor elevation
Greater than 10,000 sq. ft.	25 ²⁰ percent of ground floor elevation

- a. Windows shall contain clear glass to allow views to interior activity or display areas. The bottom edge of windows shall be no less than three feet above the adjacent finished grade. Where the internal functions of a building preclude windows at this height, the reviewing body may approve locating windows above or below this height. Display boxes affixed to a building's exterior are not counted in meeting the above standard.

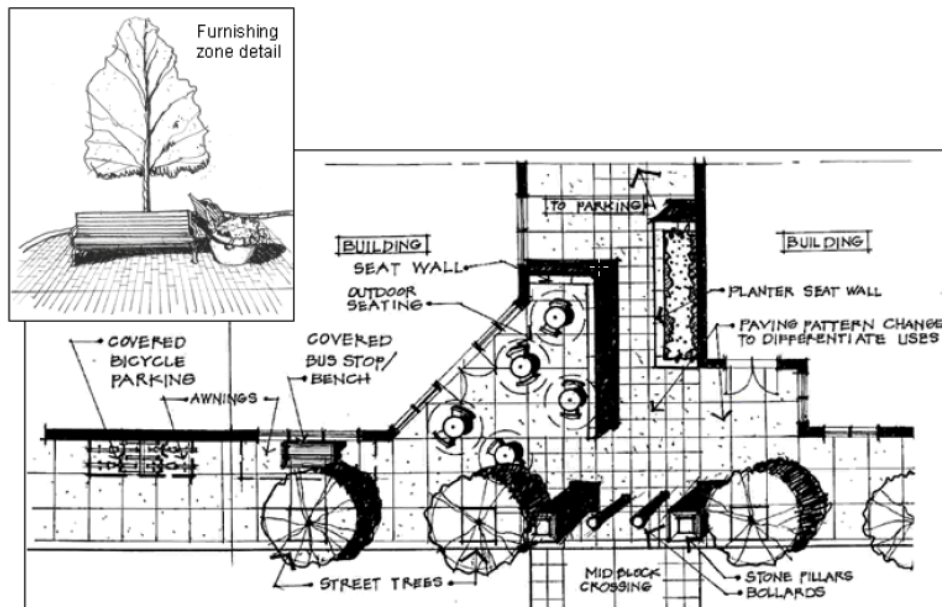
- b. Windows shall be square or vertically oriented and may consist of vertically stacked or horizontally banked window units. Windows located over a door or transom windows may be horizontally oriented.
 - c. Windows with any dimension exceeding six feet shall be divided into smaller panes (e.g., two foot by two foot grid) with real divided panes, vinyl inserts or applied dividers.
 - d. Windows shall have trim or moldings at least three inches in width around them, or have reveals of at least three inches in depth. Casings shall consist of a drip cap, head casing, side casings, and/or sills.
3. *Upper Floor Window Standards.*
- a. For non-residential components of development, ~~t~~The reviewing authority may require buildings exceeding 20 feet in height to provide upper-story windows along "activated" frontages. Such windows may be required for attic space, or applied to roof forms where no second story exists, to meet the articulation requirements under Section 17.90.110.B.1.
 - b. For residential upper floors, windows shall cover a minimum of 15 percent of the elevation above the ground floor along "activated" frontages.
 - ~~c~~b. Windows shall be square or vertically oriented. Individual window units shall not exceed five feet by seven feet. Any portion of a window unit with a dimension exceeding four feet shall be divided into smaller panes.
 - ~~d~~e. At least half of all the window area in upper floors shall be made up of glass panes with dimensions no greater than two feet by three feet, unless approved by variance or adjustment. Upper story windows that have one foot by one foot grid inside double pane glass are appropriate and are encouraged.
 - ~~e~~d. Window trim and moldings shall be ~~compatible with~~ the same as those used on the ground floor.
4. *Prohibited Windows.* The following window types are prohibited:
- a. ~~Darkly tinted windows, mirrored windows, and similar w~~Windows with a visible transmittance (VT) of less than 0.6 are prohibited adjacent to street sidewalks, civic spaces and walkways.
 - b. Glass curtain windows are not permitted facing public rights-of-way, ~~except where the reviewing body finds that such windows are consistent with the Sandy Style.~~
- F. *Landscaping and Streetscape Design.*
- Intent:* To promote business vitality, public safety and aesthetics through effective landscaping and streetscape design, consistent with the Sandy Style; and to provide for a pedestrian network that promotes pedestrian safety, comfort and convenience, and provides materials and detailing consistent with the Sandy Style. (Figures 17.90.110-A, 17.90.110-B, 17.90.110-C, 17.90.110-D, 17.90.110-E, 17.90.110-F, 17.90.110-G, 17.90.110-H, 17.90.110-I, and Downtown Sandy Streetscape Design)
- 1. The provisions of Chapter 17.92, Landscaping and Screening General Standards shall apply except in the C-1 Zoning District where conformance with the Downtown Sandy Streetscape Design, as illustrated in Appendix F is required.
 - 2. Where any conflict arises between provisions of the Sandy Streetscape Design and other ~~e~~City standards (e.g., sidewalk width, materials, or similar specifications), the Streetscape Design shall prevail. All applicable provisions of Chapter 17.92 Landscaping and Screening General Standards must be met, except as modified by the Downtown Sandy Streetscape Design.

G. *Civic Space.*

Intent: To connect buildings to the public realm and create comfortable and attractive gathering places and outdoor seating areas for the public, consistent with Sandy's Downtown Streetscape Design. (See Figures 17.90.110-H and 17.90.110-I).

1. Not less than three percent of the ground floor area of every development shall be improved as civic space.
2. All civic spaces shall have dimensions of not less than eight feet across and have a surface area of not less than 64 square feet. No civic space is required if the size of this space results in an area of less than 64 square feet.
3. Civic space improvements may include plazas, private extensions of sidewalks and walkways (i.e., to accommodate outdoor seating), public art, pedestrian-scale lighting, bus waiting areas, tourist amenities (e.g., way finding signs as approved by the eCity) or similar pedestrian amenities as approved through Design Review.
4. The highest priority locations for civic space are those areas with the highest pedestrian activity (e.g., street corners and mid-block pedestrian access ways) that have a western or southern exposure.
5. Unless impractical, civic spaces shall abut a public right-of-way or otherwise be connected to and visible from a public right-of-way by a sidewalk or pedestrian access way; access ways shall be identifiable with a change in paving materials (e.g., pavers inlaid in concrete or a change in pavement scoring patterns and/or texture) or painted. Where a right-of-way connection is not possible, the owner must provide a public access way easement to the civic space. Civic spaces shall not be gated or closed to public access, unless otherwise required by the eCity.
6. *Exceptions:* Building additions and remodels subject to Type I Design Review are not required to set aside or improve civic space, though they are encouraged to do so.

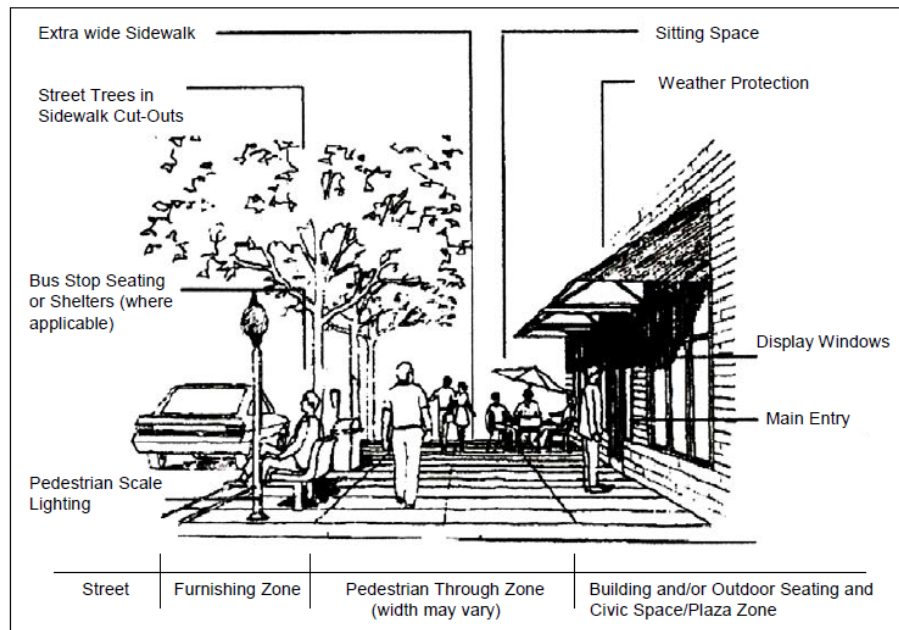
Figure 17.90.110-H: Civic Space Example 1



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(Supp. No. 1, Update 5)

Figure 17.90.110-I: Civic Space Example 2



H. Lighting.

Intent: To promote business vitality, public safety and aesthetics through effective outdoor lighting, consistent with the Sandy Style.

1. Streetscape lighting shall conform to the Downtown Sandy Streetscape Design and the requirements of Chapter 15.30, Dark Sky Ordinance.
2. [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Exterior lighting must be an integral part of the architectural design and must complement any ornamental street lighting and remain in context with the overall architectural character of the district. ~~On-site light fixtures conforming to the Sandy Style are encouraged.~~
3. Lighting must be adequate for safety purposes. Walkways, parking lots, and building entrances ~~should~~ shall be illuminated at [a minimum of 1.5_2.0](#) foot candles.

I. Safety and Security.

Intent: To promote natural surveillance of public spaces for safety and security.

1. Locate windows ~~in a manner that enables tenants, employees and police to watch over~~ [so that all](#) pedestrian, parking, and loading areas [are visible from at least one window.](#)
2. In commercial, public and semipublic development, including civic spaces, locate windows in a manner that enables surveillance of interior activity from the public right-of-way.
3. Provide street address numbers measuring a minimum of six inches high, which clearly locates buildings and their entries for patrons and emergency services.
4. [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Locate, orient and select on-site lighting to facilitate surveillance of on-site activities from the public right-of-way and other public areas. (See also, subsection H Lighting.)

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(Supp. No. 1, Update 5)

J. *External Storage and Screening.*

Intent: To promote land use compatibility and aesthetics, particularly where development abuts public spaces.

1. Exterior storage of merchandise and/or materials, except as specifically authorized as a permitted accessory use, is prohibited.
2. Where such storage is allowed, it must be screened from view from public rights-of-way and civic spaces.
3. Mechanical, electrical, communications equipment including meters and transformers, and service and delivery entrances and garbage storage areas shall be screened from view from public rights-of-way and civic spaces.
4. Trash collection and recycling storage areas must be located within the structure or otherwise screened from view in an enclosed facility. Such facilities must be screened from view from public rights-of-way and civic spaces behind a screening wall constructed to match the materials used on the primary building(s) on the subject site.
5. Exceptions to the above provisions may be allowed through Design Review where no other practical alternative exists and such equipment is made to be visually subordinate to the proposed building and landscape, for example, through the use of common materials for screening walls or landscape berms. The reviewing body may require additional setbacks, screening walls or other mitigation, for aesthetic reasons and to minimize odors or noise impacts on adjoining properties, public rights-of-way or civic spaces.

K. *Private Outdoor Areas. This section applies only to residential uses.*

Intent: Ensure that residential units have access to adequately-sized spaces for private outdoor recreation and relaxation.

1. A separate outdoor area of not less than 48 square feet in the form of balconies, terraces or porches shall be provided for each dwelling unit located above the ground level.

L. *Individual Storage Areas. This section applies only to residential uses.*

Intent: Ensure that residential units have adequate storage space, especially to store outdoor items.

1. Enclosed storage areas shall be provided that meet the minimum area and dimensions specified below. Storage areas may be attached to the exterior of each dwelling unit to accommodate garden equipment, patio furniture, barbecues, bicycles, and other items for outdoor use. Storage areas may be provided within garages if the required storage area is in addition to the required parking area for a standard parking space, per subsection 17.98.60.B.1.

Size of Dwelling	Minimum Square Feet	Minimum Height
<u>Studio</u>	<u>24</u>	<u>6</u>
<u>1 Bedroom</u>	<u>24</u>	<u>6</u>
<u>2 Bedroom</u>	<u>36</u>	<u>6</u>
<u>3+ Bedroom</u>	<u>48</u>	<u>6</u>

M. *Shared Outdoor Recreation Areas. This section applies only to residential uses with more than five dwelling units.*

Intent: Ensure that developments with multi-family units provide shared spaces for outdoor recreation and relaxation that are adequately sized, located, and functional.

1. Usable recreation areas shall be provided at the rate of 200 square feet per dwelling unit. Such areas shall be counted as part of the required landscaping.
2. Examples of usable recreation areas include, but are not limited to, playgrounds, exercise trails, swimming pools, play fields, tennis courts, community gardens, plazas, picnic areas, and passive seating areas. Usable recreation area may also include slopes, wetlands, FSH setback areas, and tree groves; however, at least 50 percent of the recreation area must be located outside the boundaries of such areas and slopes may not exceed 15 percent in the 50 percent usable recreation area. Gazebos and other outdoor covered spaces are encouraged and qualify as 1.25 square feet for every one square foot of required shared recreation area.
3. The shared outdoor recreation area(s) shall be located and designed to meet the following standards:
 - a. At least 80 percent of dwelling units shall be located within 200 feet walking distance of a recreation area.
 - b. Windows shall be located such that all entry areas, shared recreational areas, laundry areas, walkways and parking areas are visible from windows in at least two adjacent dwelling units. These windows must be located in kitchen, living room, dining room or other rooms besides bedrooms or bathrooms.
 - b. Separation from parking and driveway areas shall be provided with a landscaped transition area measuring a minimum of ten feet wide.
 - c. Access to shared outdoor areas from off-site as well as from on-site parking and entrance areas shall be controlled with fencing, walls, landscaping, or a building.
 - d. All ground surfaces shall be improved with lawn, decks, wood chips, sand, hard surface materials (concrete/asphalt), or other surface appropriate to the use (e.g., rubber surface in playground area).

Sec. 17.90.120. General Commercial and Industrial (C-2 and I-1) and non-residential uses in residential zones design standards.

Development in the C-2 and I-1 zoning districts and non-residential uses in a residential zone shall conform to all of the following standards, as applicable. Where a conflict exists between the requirements of this Chapter and any other code provision, this Chapter shall prevail.

A. *Site Layout and Access.*

Intent: To provide for compact, walkable development, and to design and manage vehicle access and circulation in a manner that supports pedestrian safety, comfort and convenience. (Examples of site designs that meet these standards are illustrated in Figures 17.90.120-A and 17.90.120-B)

1. All lots shall abut or have cross access to a dedicated public street.
2. All lots that have access to a public alley shall provide for an additional vehicle access from that alley.
3. Off-street parking shall be located to the rear or side of buildings with no portion of the parking lot located within required setbacks or within ten feet of the public right-of-way, as shown in Figure 17.90.120-A. When access must be provided directly from a public right-of-way, driveways for ingress or egress shall be limited to one per 150 feet. For lots with frontage of ~~less than~~ 150

feet or less, shared access ~~may~~ shall be required if an individual access would not meet the 150-foot spacing requirement.

4. Adjacent parking lots shall be connected to one another ~~when the City determines it is practicable to do so~~ unless such connections are impracticable due to physical constraints such as natural resource areas or steep topography. ~~Developments shall avoid creating barriers to inter-parcel circulation.~~
5. ~~Urban design details, such as r~~aised or painted pedestrian crossings ~~and similar devices incorporating changes in paving materials, textures or color,~~ shall be used to calm traffic and protect pedestrians in parking areas. Similar devices for pedestrian safety that incorporate changes in paving materials, textures or color may be approved through Design Deviation.
6. Parking lots may include public alley accessed garages at the rear property line, except where a setback is required for vision clearance or to conform to other ~~e~~City standards.
7. Walkways from the public street sidewalk to the building entrance(s) are required. Crosswalks through parking lots and drive aisles shall be constructed of a material contrasting with the road surface or painted (e.g., colored concrete inlay in asphalt).
8. Connection to Adjacent Properties: The location of any real improvements to the property must provide for a future street if identified in the City of Sandy 2023 Transportation System Plan and pedestrian connections to adjacent properties ~~where the City determines this is practicable and necessary.~~ Where openings occur between buildings adjacent to Highway 26, pedestrian ways ~~should~~ shall connect the street sidewalk to any internal parking areas and building entrances. ~~Development should avoid creating barriers to pedestrian circulation.~~
9. Joint use of access points and interconnections and cross-over easements between parcels shall be required, where ~~the City determines it is practicable and~~ necessary to comply with access spacing and other applicable code requirements. A development approval may be conditioned to require a joint use access easement and interconnecting driveways or alleys to comply with access spacing and other applicable code requirements.
10. Through lots may be permitted with two access points, one onto each abutting street, where necessary to serve a centralized, shared parking facility. Such access points must conform to the above access spacing requirements and parking must be internalized to the property.
11. Free-standing buildings shall be connected to one another with a ~~seamless~~ pedestrian network that provides access to building entrances and adjacent civic spaces.
12. Minimum parking requirements are contained in Chapter 17.98. For developments containing more than 150 parking spaces, at least 20 percent of all parking spaces shall be constructed of permeable materials such as permeable asphalt, permeable concrete, pavers, and/or similar materials as approved by the City.

Figure 17.90.120-A: Typical Block Layout (Example)

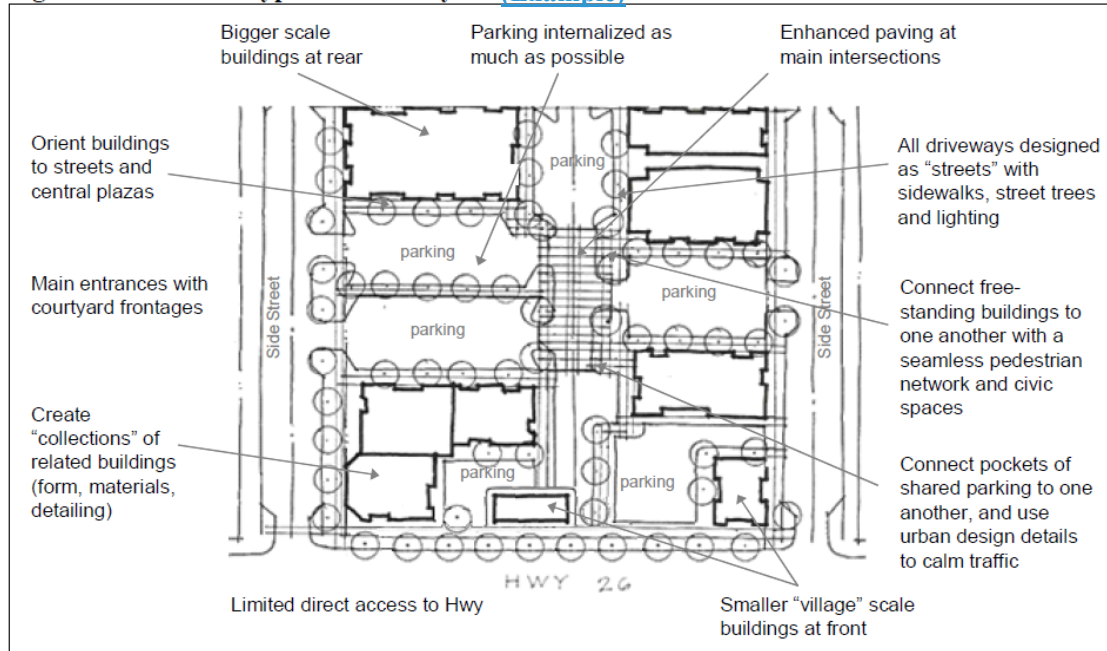
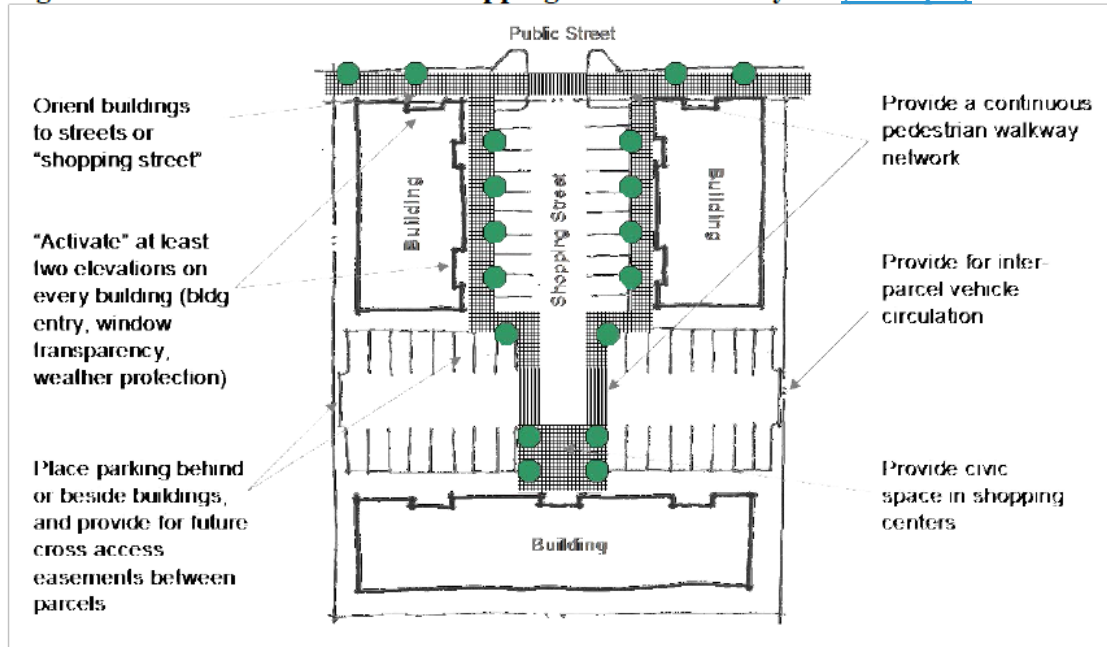


Figure 17.90.120-B: Alternative Shopping Street Block Layout (Example)

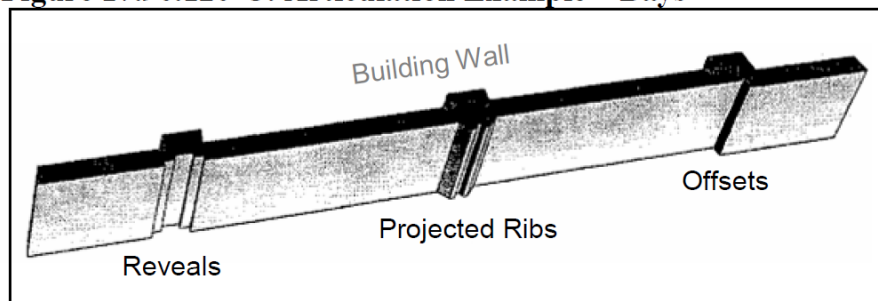


B. Building Facades, Materials, and Colors.

Intent: To provide building façades, materials and colors consistent with the Sandy Style. For purposes of interpreting the Sandy Style, representative illustrations and photos are provided. (Figures 17.90.120-C, 17.90.120-D, 17.90.120-E, 17.90.120-F, 17.90.120-G, 17.90.120-H, and 17.90.120-I; and the Color Palettes (Appendices C and D) and representative photos provided in the (Appendix E). [Compliance with the Color Palettes in Appendices C and D is required; the photos in Appendix E are for illustrative purposes only.](#))

1. **Articulation.** The Sandy Style includes asymmetrical building forms, which by definition require buildings to be articulated, varied, and provide visual interest. This standard is met by dividing elevations visible from an abutting public street or pedestrian way into smaller areas or planes to minimize the appearance of bulk as follows:
 - a. All elevations visible from an abutting public street or pedestrian way shall be divided into distinct planes of no more than 40 lineal feet long to include the following:
 - i. Wall planes meeting this standard shall include a feature or variation in the wall plane that are those that are entirely separated from other wall planes by a recessed or projecting section of the structure that projects or recedes at least six inches from the adjacent plane, for a length of at least four feet. Changes in plane may include but are not limited to recessed entries, bays, secondary roof forms (e.g., gables, lower roof sheds, dormers and towers), building bases, canopies, awnings, projections, recesses, alcoves, pergolas, porticos, or roof overhangs, ~~or~~ Other features consistent with the Sandy Style [may be approved through Design Deviation](#).
 - ii. Wall planes shall incorporate at least one ~~visually contrasting and complementary~~ change in materials or changes in texture or patterns, including trim, or moldings, ~~or other ornamental devices~~. Except for residential components of development (other than those requesting a Design Deviation), these changes shall be visually contrasting and complementary.
 - iii. The lower and upper floors of multi-storied buildings shall be delineated by using pedestrian shelters, changes in siding materials, heavy timbers, or natural wood accents (e.g. brackets, paneling, or other detailing).

Figure 17.90.120-C: Articulation Example – Bays

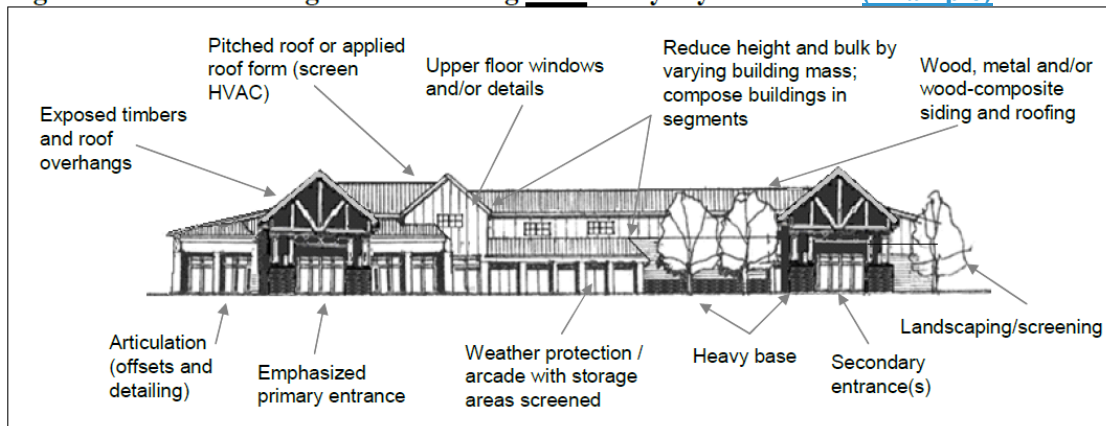


2. **Pedestrian Shelters.** Buildings must incorporate pedestrian shelters, as follows:
 - a. Pedestrian shelters shall be provided over the building's primary entrance(s) and all pedestrian areas (i.e., sidewalks, and civic spaces) abutting the subject building, where pedestrians are likely to use these facilities.
 - b. Features such as canopies, arcades, awnings, roofs overhangs, covered porches, alcoves, and/or porticoes are required to protect pedestrians from the rain and sun.
 - c. Pedestrian shelters must extend at least five feet over the pedestrian area.
 - d. Shelters over building entrances shall be designed with gable or shed roofs ~~(e.g., over building entrances) are preferred over flat shelters~~, and must comply with the roof pitch standards in Section 17.90.110.C. Dome or bubble shaped awnings are not permitted.
3. **Building Materials.** Exterior building materials shall convey an impression of strength and durability consistent with the Sandy Style, as follows:

- a. [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Buildings on the same site shall be architecturally unified. This provision shall apply to new construction, additions, and remodeling such that buildings are related in architectural style and share some common elements, such as color scheme, materials, roof forms, and/or detailing. Unity does not mean repetition or mirroring of building elevations.
- b. Strong base materials such as natural stone (e.g., basalt, granite, river stone), split-faced rusticated concrete block, brick, or concrete form liner replicating these materials are required. Cultured stone may be allowed if it has a stone texture and is similar in appearance and durability to natural stone. A building's base must extend at least 36 inches but not more than 60 inches above the adjacent finished grade and be included on those sides of the building visible from an abutting public street. If the site contains a grade differential making construction of a minimum 36-inch base impracticable, the reviewing body may allow portions of the base to be less than 36 inches.
- c. Foundations shall be designed to match the scale of the building being supported. Sheathing the foundation structure with base materials and wall siding are examples of methods which accomplish this purpose.
- d. Siding shall consist of wood, composite-wood ~~(e.g., concrete fiberboard, or fiber cement panels or shingles);~~ stone; brick; split-faced or rusticated concrete block; concrete form liner; or a combination of these materials. Stucco, synthetic stucco, or metal are only permitted as specified below. Vinyl, ~~and plastic or similar siding~~ is not permitted.
- i. Where wood siding is used, it shall consist of horizontal (e.g., lap, v-groove, or tongue-and-groove) siding, vertical (board and batten) siding, shingles, or combinations thereof. Vertical grooved (i.e., T1-11) sheet siding [and plain plywood and similar materials](#) are prohibited.
 - ii. Where board-and-batten siding is used, battens shall be a minimum of two-inches wide by one-inch deep and spaced 24 inches apart or closer; rough-sawn boards (specialty panel) are ~~preferred~~ [required, as opposed to over](#) panels having a resin overlay.
 - iii. Where masonry siding is used, it shall consist of brick, stone, or rusticated concrete block, and must incorporate decorative patterns over not less than 15 percent of every elevation where it is used. Examples of decorative patterns include multi-toned masonry units, such as brick, stone, or cast stone, in layered or geometric patterns or split-faced concrete block to simulate rusticated stone-type construction. Changes in pattern ~~should~~ [shall](#) be used to accentuate breaks in building stories, corners, windows, structural bays, and building tops (e.g., parapets where flat roofs are allowed).
 - iv. Where metal siding is used, it shall be used as an accent only, comprising not more than 30 percent of the surface area of the building elevation (e.g., wainscoting or other accent paneling). Metal must be architectural grade and have a non-reflective (burnished or painted) finish conforming to the Color Palette in Appendix C. Metal may also be used for flashing, gutters, downspouts, brackets, lighting, and signage and similar functional elements.
 - v. Where stucco or synthetic stucco is used, it shall only be used as an accent comprising not more than 30 percent of the surface of the building elevation.

- vi. Where concrete form liner is used, it shall be limited to patterns replicating horizontal wood siding, stone, or brick as shown in Appendix H and shall not include ribbed, fluted, or similar patterns.
- e. Building elevations facing a public street shall incorporate at least three of the following features: Using these features may also address other code requirements, such as those related to building articulation, change in relief, pedestrian shelters, storefront elements.
 - i. Exposed, heavy timbers;
 - ii. Exposed natural wood color beams, posts, brackets and/or trim (e.g., eaves or trim around windows);
 - iii. Natural wood color shingles (e.g., used as siding or to accent gable ends);
 - iv. Metal canopies;
 - v. Heavy metal brackets (e.g., cast iron or similar appearance), which may be structural brackets or applied as cosmetic detailing, and/or;
 - vi. Similar features, consistent with the Sandy Style, [if approved through Design Deviation](#).
- f. Materials required on elevations visible from an abutting public street must turn the building corner and incorporate ~~appropriate~~ transitions onto elevations not requiring these materials for a distance of not less than four feet.
- 4. **Colors.** Building exteriors shall comply with the following standards:
 - a. Permitted colors include warm earth tones (tans, browns, reds, grays and greens) conforming to Color Palette in Appendix C.
 - b. High-intensity primary colors, metallic colors and black, may be utilized [in non-residential components of development](#) as trim and detail colors only, not to exceed one percent of the surface area of any elevation. Such color shall not be used as primary wall colors. [All residential components of development shall conform to the Color Palette provided in Appendix C.](#)
 - c. ~~Day glow colors, highly reflective colors, and similar colors~~ [Other colors not permitted under a. or b.](#) are ~~not permitted~~ [prohibited](#).

Figure 17.90.120-D: Large-Scale Building with Sandy Style Elements (Example)



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Figure 17.90.120-E: Large-Scale Building with Sandy Style Elements (Example)

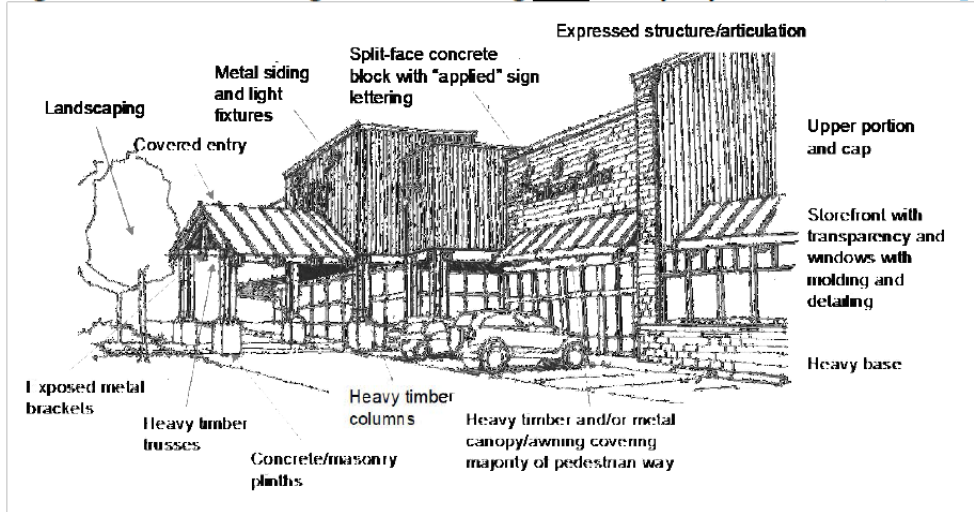


Figure 17.90.120-F: Large-Scale Building without Sandy Style Elements (Example)

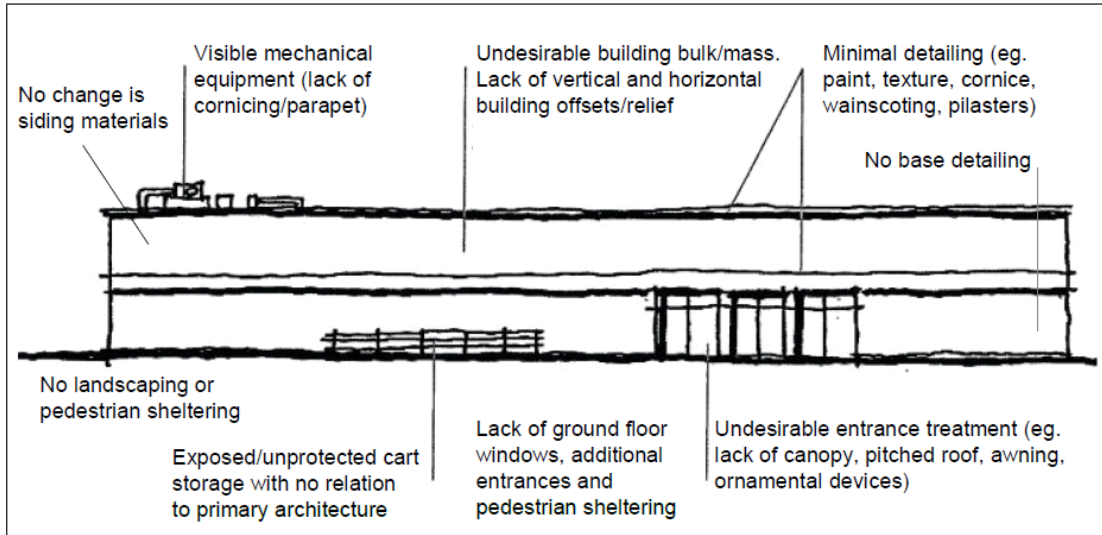


Figure 17.90.120-G: Small Building with Sandy Style Elements (Example)

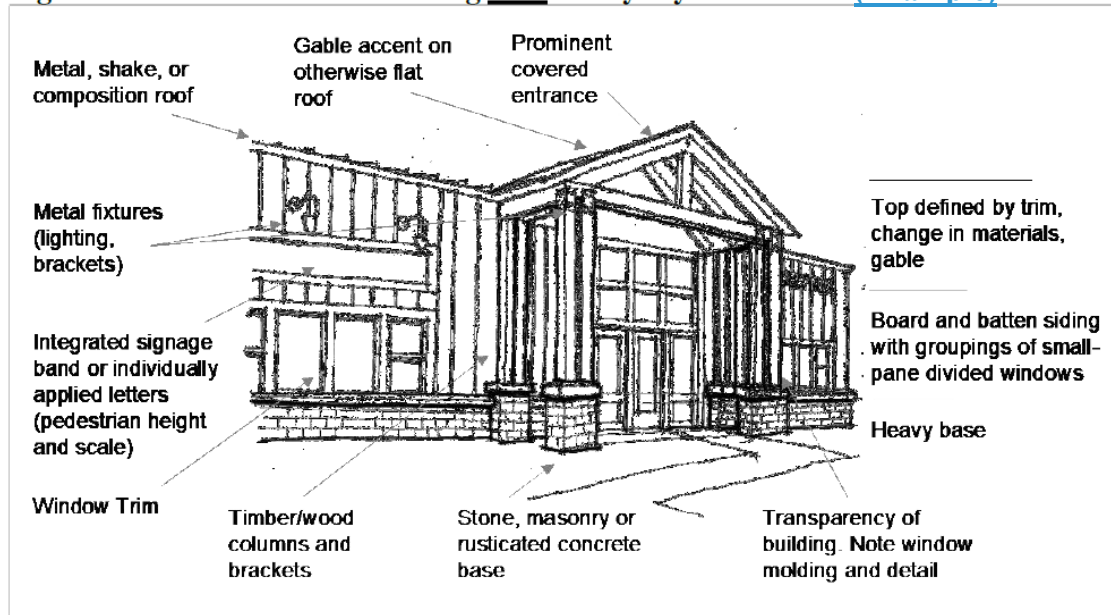
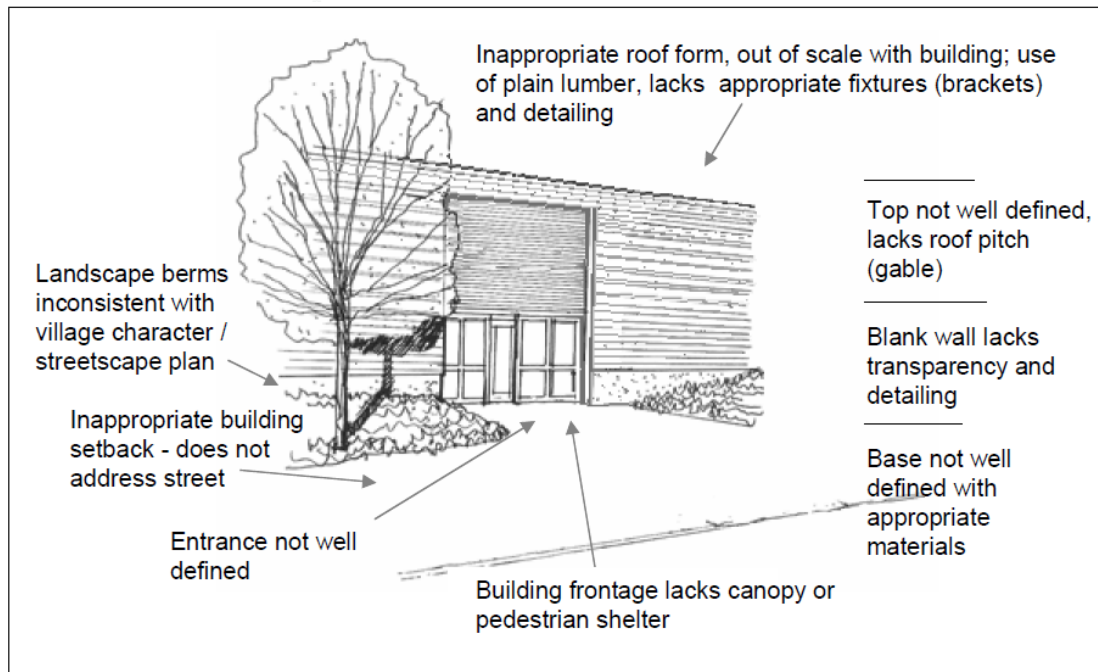


Figure 17.90.120-H: Small Building without Sandy Style Elements (Example)



C. Roof Pitch, Materials, and Parapets.

Intent: To provide roof forms and detailing consistent with the Sandy Style. For purposes of interpreting the Sandy Style, representative illustrations and photos are provided. (Figures 17.90.120-D, 17.90.120-E, 17.90.120-F, 17.90.120-G, 17.90.120-H, and 17.90.120-I and representative photos in Appendix E)

1. Except as provided in subsections 17.90.120.C.8., below, pitched (gabled or hipped) roofs are required on all new buildings with a span of 50 feet or less. Gable and hipped roof forms must achieve a pitch not less than the following:

Zoning District	Primary Roof Forms (minimum)	Secondary Roof Forms (minimum)
C-2 and I-1	6:12	4:12

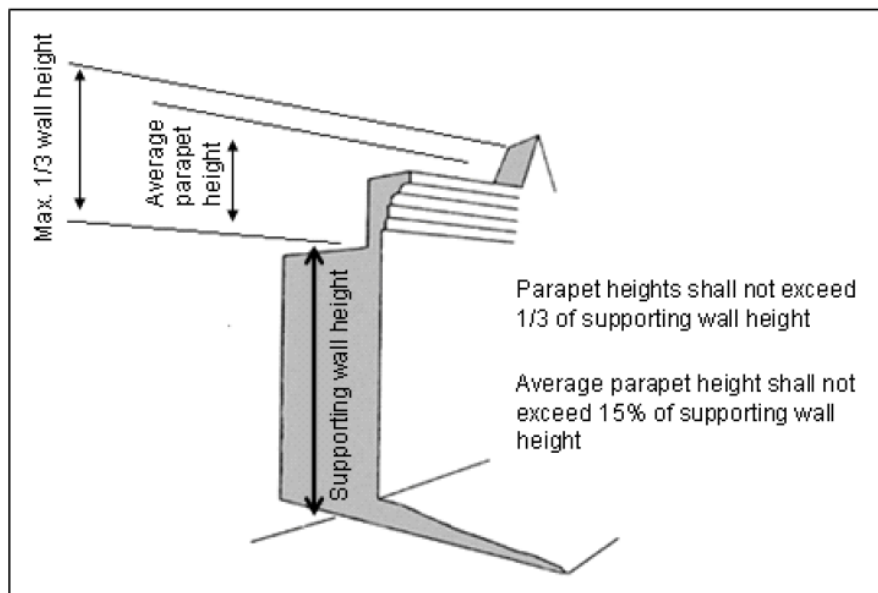
2. As provided above, "Primary Roof Forms" are those that individually comprise 20 percent or more of the total surface area of a roof elevation. Secondary roof forms (e.g., dormers, towers, cupolas, etc.) are those that comprise less than 20 percent of the roof elevation. See also, Section 17.74.20 Vertical Projections.
3. ~~When practicable, b~~ Buildings shall be oriented so the gable end of the roof faces the abutting street.
4. Pitched roofs visible from an abutting public street shall provide a secondary roof form (e.g. dormer) in the quantity specified below. Secondary roof forms may be located anywhere on the roof, although grouping these features is preferred.

Roof Length	Number of Secondary Roof Forms
30—40 feet	1
41—80 feet	2
81 feet and greater	4

5. Visible roof materials must be ~~wood shingle or~~ architectural grade composition shingle, slate, or concrete tile. Metal with standing or batten seam may also be used conforming to the Color Palette in Appendix D.
6. All roof and wall-mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, shall be screened from view from all adjacent public rights-of-way and civic spaces by parapets, walls or by other means approved through Design Deviation means. Roof plans and elevations must show proposed equipment locations, approximate dimensions, and line of sight from public rights-of-way and civic spaces. The reviewing body may require additional equipment setbacks, screen walls, or other mitigation to ensure compliance.
7. A-frame buildings and Mansard-style roofs are not permitted.
8. The following standard does not apply to residential components of development, except those requesting a Design Deviation. *Exception to Pitched Roof:* When a building requires a roof span greater than 50 feet, or the internal function of the building or a portion of the building make construction of a pitched roof impractical, the reviewing body may allow an alternative roof form. An alternative roof form includes an "applied pitched roof" or flat roof constructed over the building or portion of the building as specified below. An example when a pitched roof is considered impractical would be the need to have large rooftop stove vents over the kitchen portion of a restaurant. Roof forms constructed under this exception shall comply with the standards below.
 - a. *Applied Pitched Roof:* An "applied pitched roof" is the preferred alternative roof form and shall be considered first. An "applied pitched roof" is a roof form with the general appearance of a pitched roof in terms of materials, pitch, and overhang, but does not extend all the way from the eave of the building to the ridge of the roof as a typical pitched roof. An "applied pitched roof" shall be constructed according to the following:

- i. For buildings with a span of less than 50 feet, the "applied pitched roof" shall extend at least 50 percent of the distance from the eave to the ridge as if had been constructed as a pitched roof;
 - ii. For buildings with a span of 50 feet or greater, the applied pitched roof shall extend at least 12 feet from eave.
 - iii. The reviewing body may require buildings with a span of 50 feet or greater to include an "applied pitched roof" in lieu of a flat roof along street facing elevations.
- b. *Flat Roof*: Flat roofs shall comply with the following standards:
- i. ~~Sandy Style~~ Stepped parapets and detailed coursing shall be provided on those elevations visible from a public street. Parapets shall be varied so that the length of a parapet does not exceed 40 feet without a change in the parapet height of at least two feet or as necessary to hide rooftop equipment [pursuant to Subsection 17.90.120.C.6](#).
 - ii. Supporting wall height, and the maximum parapet height shall not at any point exceed $\frac{1}{3}$ of the height of the supporting wall;
 - iii. A cornice projecting at least six inches from the building face shall be provided at the roofline of all elevations visible from public rights-of-way;
 - iv. Parapet corners shall be stepped and the parapet be designed to emphasize the center or primary entrance(s), unless the primary entrance is at the corner of the building;

Figure 17.90.120-I: Parapet Detailing (Example)



D. Building Orientation and Entrances.

Intent: To maintain and enhance General Commercial and Industrial streetscapes as public spaces, emphasizing pedestrian-scale and character in new development, consistent with the Sandy Style. (Figures 17.90.120-A, 17.90.120-B, 17.90.120-D, 17.90.120-E, 17.90.120-F, 17.90.120-G, and 17.90.120-H) and representative photos in Appendix E.

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1. Buildings shall be oriented to a public street or civic space. This standard is met when at least 50 percent of the subject site's street frontage is comprised of building(s) placed within 20 feet of a sidewalk, walkway or civic space and not more than 20 percent of the off-street parking on a parcel as required by SDC 17.98, tract or area of land is located between a building's front façade and the adjacent street(s).
2. Where parking is placed between a front façade and a street, a landscaped berm and/or architectural features, such as a knee wall, colonnade, arbor, trellis and/or similar device [if approved through Design Deviation](#), shall be placed behind the sidewalk to partially screen the parking area from the sidewalk. The partial screen shall be designed to achieve at least 50 percent opacity at the time of installation, with openings for walkways connecting to the building's primary entrance.
3. Ground floor spaces shall face a public street or civic space and shall be connected to it by a [direct](#) pedestrian route [whose length is no more than 120 percent of the straight line distance](#) (i.e., avoid out-of-direction travel).
4. [The following standard applies to non-residential building entrances.](#) Buildings located at the intersection of two streets shall use a corner building entrance; where a corner entrance is not practical due to the internal functioning of the building space or due to physical constraints of the site (e.g., topography, accessibility, or similar circumstances), a building entrance must be provided within 40 feet of the corner. The building corner must use detailing that emphasizes the corner location and is consistent with the Sandy Style. Examples of acceptable detailing include a rounded or chamfered (beveled) corner, weather protecting canopy, plaza, sculpture, and/or similar pedestrian-oriented features.
5. For structures greater than 40,000 gross square feet, there shall be at least two clearly articulated [non-residential](#) public entrances on the structure; at least one such entrance shall be visible from a public street and connected to that street by a pedestrian sidewalk or walkway.
6. Retail buildings shall provide at least one customer entrance for every 200 lineal feet of anchor store space along at least one of the building's street-facing elevation(s). Such entrances may be oriented to a public street or designated civic space. Where ancillary stores or offices are provided, entrances to those spaces must be placed not more than 40 feet apart on average. For example, a 300 foot long building with one anchor store and four ancillary stores would provide no fewer than two anchor space entrances spaced not more than 200 feet apart and four ancillary entrances placed not more than 40 feet apart on average.
7. Buildings shall provide at least one elevation where the pedestrian environment is "activated." An elevation is "activated" when it meets the window transparency requirements in subsection 17.90.120.E., below, and contains a public entrance with a pedestrian shelter extending at least five feet over an adjacent sidewalk, walkway or civic space.
8. Primary [non-residential](#) entrances must be architecturally emphasized and visible from the public right-of-way and shall be sheltered with a canopy, overhang, or portico with a depth of at least five feet. Architectural emphasis should be provided by a gabled shelter where practical, consistent with the Sandy Style. Detailing around the base of the building, such as stonework, benches or art, should also be used to emphasize an entrance.

E. *Windows.*

Intent: To promote business vitality, public safety and aesthetics through effective window placement and design, consistent with the Sandy Style. (Figures 17.90.120-A, 17.90.120-B, 17.90.120-D, 17.90.120-E, 17.90.120-F, 17.90.120-G, and 17.90.120-H)

1. *Unified Design.* [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Building plans must provide for unity in window placement and design so that all sides of a building relate to one another and multiple buildings on a development site relate to one another.
2. *Ground Floor Windows.* The ground floor elevation of all new buildings shall contain ground floor display areas, windows, and doorways on the "activated" frontage as follows:

Building Size	Percentage Windows Required
0—10,000 sq. ft.	30 percent of elevation
10,000 sq. ft.—30,000 sq. ft.	25 percent of elevation
Greater than 30,000 sq. ft.	20 percent of elevation

- a. Windows shall contain clear glass to allow views to interior activity or display areas. The bottom edge of windows shall be no less than three feet above the adjacent finished grade. Where the internal functions of a building preclude windows at this height, the reviewing body may allow windows above or below this height. Display boxes affixed to a building's exterior are not counted in meeting the above standard.
 - b. Windows shall be square or vertically oriented and may consist of vertically stacked or horizontally banked window units. Windows located over a door or transom windows may be horizontally oriented.
 - c. Windows with any dimension exceeding six feet shall be divided to contain two or more smaller panes with real divided panes, vinyl inserts, or applied dividers.
 - d. Windows shall have trim or moldings at least three inches in width around them, or have reveals of at least three inches in depth. Casings shall consist of a drip cap, head casing, side casings, and/or sills.
3. *Upper Floor Window Standards.*
 - a. [For non-residential components of development,](#) ~~t~~The reviewing authority may require buildings exceeding 20 feet in height to provide upper-story windows along "activated" frontages. Such windows may be required for attic space, or applied to roof forms where no second story exists, to meet the articulation requirements under Section 17.90.110.B.1.
 - b. [For residential upper floors, windows shall cover a minimum of 15 percent of the elevation above the ground floor along "activated" frontages.](#)
 - ~~c~~b. Windows shall be square or vertically oriented. Individual window units shall not exceed five feet by seven feet. Any portion of a window unit with a dimension exceeding four feet shall be divided into smaller panes.
 - ~~d~~e. At least half of all the window area in upper floors shall be made up of glass panes with dimensions no greater than two feet by three feet, unless approved by variance or adjustment. Upper story windows that have one foot by one foot grid inside double pane glass are appropriate and are encouraged.
 - ~~e~~d. Window trim and moldings shall be ~~compatible with~~ [the same as](#) those used on the ground floor.
 4. *Prohibited Windows.*

- a. ~~Darkly tinted windows, mirrored windows, and similar windows~~ Windows with a visible transmittance (VT) of less than 0.6 are prohibited adjacent to street sidewalks, civic spaces and walkways.
- b. Glass curtain windows are not permitted facing public rights-of-way, ~~except where the reviewing body finds that such windows are consistent with the Sandy Style.~~

F. *Landscaping and Streetscape Design.*

Intent: To promote business vitality, public safety and aesthetics through effective landscaping and streetscape design, consistent with the Sandy Style, and to provide for a continuous pedestrian network that promotes pedestrian safety, comfort and convenience, and provides materials and detailing consistent with the Sandy Style. (See Figures 17.90.120-J and 17.90.120-K and Appendix G)

1. The provisions of Chapter 17.92 Landscaping and Screening General Standards shall apply.
2. Parcels abutting Highway 26 shall provide a landscape buffer comprising not less than 30 percent of the highway frontage, to a depth of not less than 20 feet. Within the buffer, existing trees 11-inches DBH or greater shall be preserved ~~to the extent practicable~~. New trees, shrubs, and groundcover shall be planted to create a landscape buffer and partial visual screen along the highway as specified below or as approved by the reviewing authority. If approved in writing by the Oregon Department of Transportation, this buffer may be located within the public right-of-way. Any new or modified access must fall outside the designated buffer. Landscape plans shall indicate proposed landscaping, signage and other proposed development.
3. Landscape buffer plantings shall contain a mixture of both deciduous and evergreen species selected from the list below and shall be of a sufficient quantity to provide a partial buffer within two years from the date they are planted:
 - Trees—Deciduous (minimum one and one-half-inch caliper)—~~Autumn Blaze Maple, Red Sunset Maple, Scarlet Oak~~ trees on the City of Sandy's Street Tree List. Evergreen (minimum eight—ten feet)—Hogan Cedar, Incense Cedar, Western Red Cedar, Douglas fir.
 - Small Trees/Shrubs—Vine Maple, Serviceberry, Chinese Kousa Dogwood, Red flowering Currant, Ceanothus "Blue Blossom," Rhododendron, Pacific Wax Myrtle.
 - Groundcover—Kinnickinick, Salal, Low Oregon Grape, Coastal Strawberry, Rock Rose.
4. All service and storage areas must be screened from view from all adjacent rights-of-way. (See Figure 17.90.120-K below.)

Figure 17.90.120-J: Landscape Management Area Detail – Plantings with Planned Openings (Example)

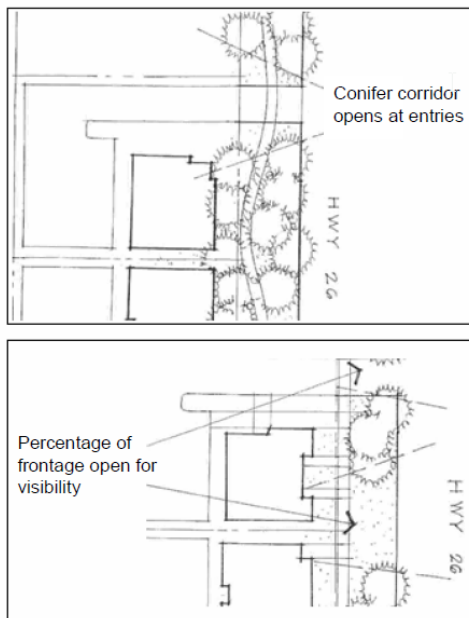
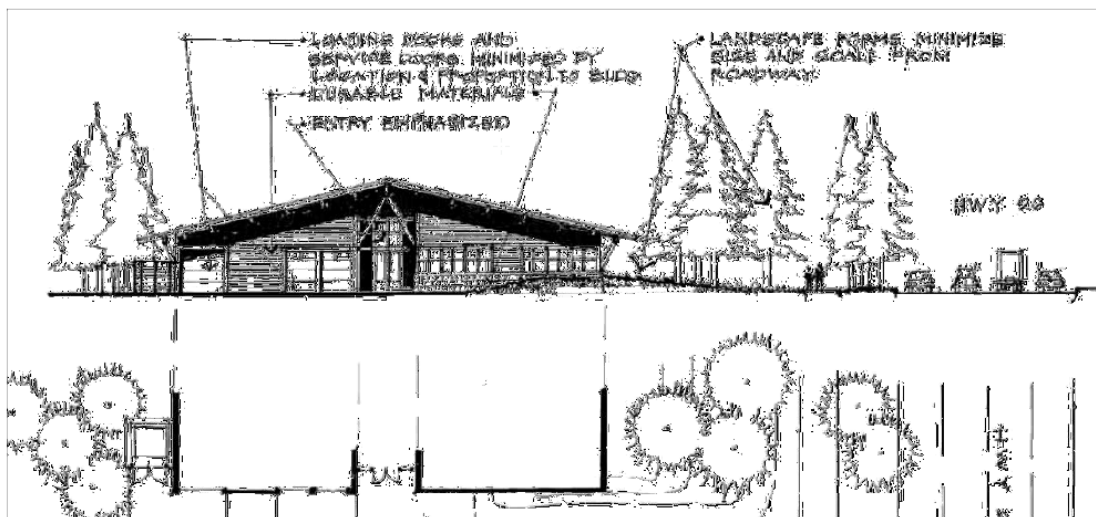


Figure 17.90.120-K: Landscape Management Area Detail – Screening of Parking and Loading Areas (Example)



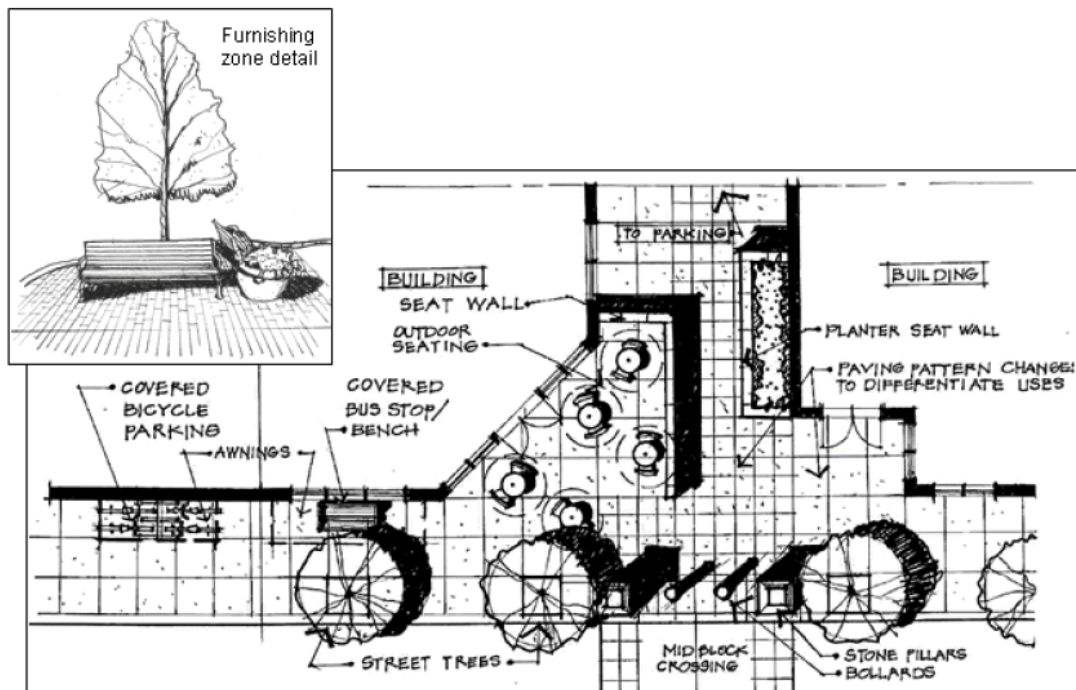
G. Civic Space.

Intent: To connect buildings to the public realm and create comfortable and attractive gathering places and outdoor seating areas for customers and the public, consistent with Sandy's Downtown Streetscape Design. (See Figures 17.90.120-L and 17.90.120-M)

1. Not less than three percent of the building area of every development shall be improved as civic space.

2. All civic spaces shall have dimensions of not less than eight feet across and have a surface area of not less than 64 square feet. No civic space is required if the size of this space results in an area of less than 64 square feet.
3. Civic space improvements may include plazas, private extensions of sidewalks and walkways (i.e., to accommodate outdoor seating), public art, pedestrian-scale lighting, bus waiting areas, tourist amenities (e.g., way finding signs as approved by the eCity) or similar pedestrian amenities as approved through Design Review.
4. The highest priority locations for civic space are those areas with the highest pedestrian activity (e.g., street corners and mid-block pedestrian access ways) that have a western or southern exposure.
5. Civic spaces should abut a public right-of-way or otherwise be connected to and visible from a public right-of-way by a sidewalk or approved pedestrian access way; access ways shall be identifiable with a change in paving materials (e.g., pavers inlaid in concrete or a change in pavement scoring patterns and/or texture) or painted. Where a right-of-way connection is not possible, the owner must provide a public access way easement to the civic space. Civic spaces shall not be gated or closed to public access, unless otherwise required by the eCity.
6. The reviewing authority may consider the voluntary provision of civic space or pedestrian amenities in quantities exceeding the minimum standards of this Code in approving an adjustment or variance.
7. *Exceptions:*
 - a. Building additions and remodels subject to Type I Design Review are not required to set aside or improve civic space, though they are encouraged to do so.

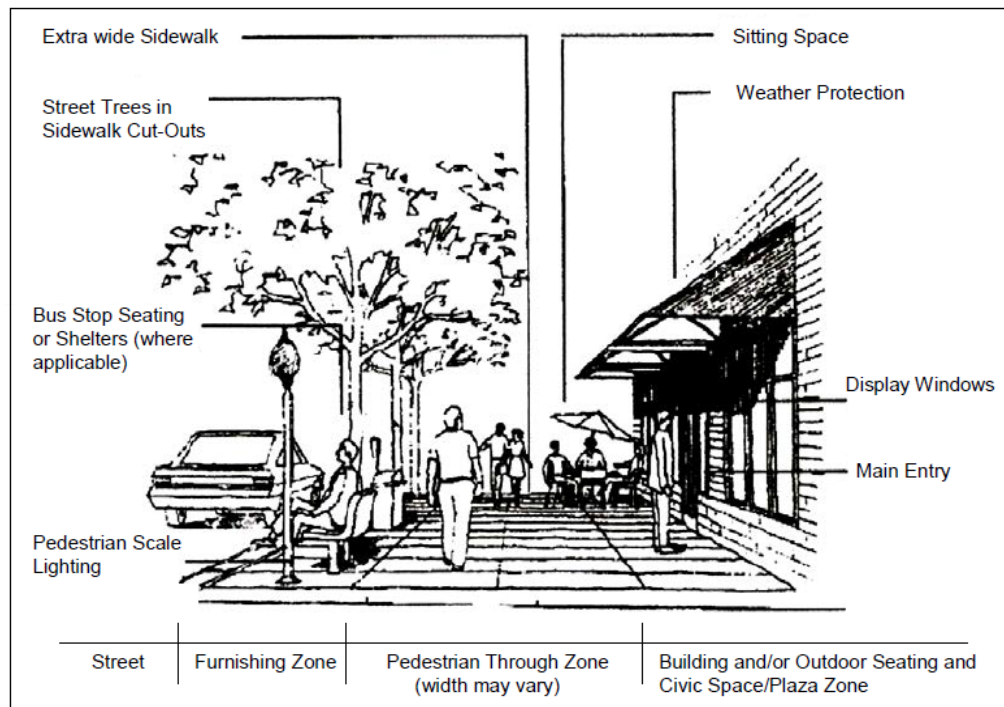
Figure 17.90.120-L: Civic Space Example 1



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(Supp. No. 1, Update 5)

Figure 17.90.120-M: Civic Space Example 2

H. *Lighting.*

Intent: To promote business vitality, public safety and aesthetics through effective outdoor lighting, consistent with the Sandy Style. (Figures 17.90.120-G, 17.90.120-H, and 17.90.120-M)

1. Streetscape lighting shall conform to Chapter 15.30 Dark Sky Ordinance.
2. [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Exterior lighting must be an integral part of the architectural design and must complement any ornamental street lighting and remain in context with the overall architectural character of the district. ~~On-site light fixtures conforming to the Sandy Style are encouraged.~~
3. Lighting must be adequate for safety purposes. Walkways and parking lots ~~should~~ shall be illuminated at [a minimum of 1.5 — 2.0](#) foot candles.

I. *Safety and Security.*

Intent: To promote natural surveillance of public spaces for safety and security.

1. Locate windows ~~in a manner that enables tenants, employees and police to watch over~~ so that all pedestrian, parking and loading areas are visible from at least one window.
2. In commercial, public and semipublic development, including civic spaces, locate windows in a manner that enables surveillance of interior activity from the public right-of-way.
3. Provide street address numbers measuring a minimum of six inches high, which clearly locates buildings and their entries for patrons and emergency services.
4. [The following standard does not apply to residential components of development, except those requesting a Design Deviation.](#) Locate, orient and select on-site lighting to facilitate surveillance of on-site activities from the public right-of-way and other public areas.

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(Supp. No. 1, Update 5)

J. *External Storage.*

Intent: To promote land use compatibility and aesthetics, particularly where development abuts public spaces. (Figure 17.90.120-K)

1. The exterior storage of merchandise and/or materials, except as specifically authorized as a permitted accessory use, is prohibited.
2. Where such storage is allowed, it must be screened from view from public rights-of-way and civic spaces at least eight feet and not more than ten feet unless the screen is a continuation of the building wall.
3. Mechanical, electrical, and communications equipment including meters and transformers, service and delivery entrances, and garbage storage areas shall be screened from view from all public rights-of-way and civic spaces.
4. Trash collection and recycling storage areas must be located within the structure or otherwise screened from view in an enclosed facility. Such facilities must be screened from view from all public rights-of-way and civic spaces behind a screening wall constructed to match the materials used on the primary building(s) on the subject site.
5. Exceptions to the above provisions may be allowed through Design Review where no other practical alternative exists and such equipment is made to be visually subordinate to the proposed building and landscape, for example, through the use of common materials for screening walls or landscape berms. The reviewing body may require additional setbacks, screening walls or other mitigation, for aesthetic reasons and to minimize odors or noise impacts on adjoining properties, public rights-of-way or civic spaces.

K. *Private Outdoor Areas.* This section applies only to residential uses in the C-2 district.

Intent: Ensure that residential units have access to adequately-sized spaces for private outdoor recreation and relaxation.

1. A separate outdoor area of not less than 48 square feet in the form of balconies, terraces or porches shall be provided for each dwelling unit located above the ground level.

L. *Individual Storage Areas.* This section applies only to residential uses in the C-2 district.

Intent: Ensure that residential units have adequate storage space, especially to store outdoor items.

1. Enclosed storage areas shall be provided that meet the minimum area and dimensions specified below. Storage areas may be attached to the exterior of each dwelling unit to accommodate garden equipment, patio furniture, barbecues, bicycles, and other items for outdoor use. Storage areas may be provided within garages if the required storage area is in addition to the required parking area for a standard parking space, per subsection 17.98.60.B.1.

Size of Dwelling	Minimum Square Feet	Minimum Height
<u>Studio</u>	<u>24</u>	<u>6</u>
<u>1 Bedroom</u>	<u>24</u>	<u>6</u>
<u>2 Bedroom</u>	<u>36</u>	<u>6</u>
<u>3+ Bedroom</u>	<u>48</u>	<u>6</u>

M. *Shared Outdoor Recreation Areas.* This section applies only to residential uses with more than five dwelling units in the C-2 district.

Intent: Ensure that developments with multi-family units provide shared spaces for outdoor recreation and relaxation that are adequately sized, located, and functional.

1. Usable recreation areas shall be provided at the rate of 200 square feet per dwelling unit. Such areas shall be counted as part of the required landscaping.
2. Examples of usable recreation areas include, but are not limited to, playgrounds, exercise trails, swimming pools, play fields, tennis courts, community gardens, plazas, picnic areas, and passive seating areas. Usable recreation area may also include slopes, wetlands, FSH setback areas, and tree groves; however, at least 50 percent of the recreation area must be located outside the boundaries of such areas and slopes may not exceed 15 percent in the 50 percent usable recreation area. Gazebos and other outdoor covered spaces are encouraged and qualify as 1.25 square feet for every one square foot of required shared recreation area.
3. The shared outdoor recreation area(s) shall be located and designed to meet the following standards:
 - a. At least 80 percent of dwelling units shall be located within 200 feet walking distance of a recreation area.
 - b. Windows shall be located such that all entry areas, shared recreational areas, laundry areas, walkways and parking areas are visible from windows in at least two adjacent dwelling units. These windows must be located in kitchen, living room, dining room or other rooms besides bedrooms or bathrooms.
 - b. Separation from parking and driveway areas shall be provided with a landscaped transition area measuring a minimum of ten feet wide.
 - c. Access to shared outdoor areas from off-site as well as from on-site parking and entrance areas shall be controlled with fencing, walls, landscaping, or a building.
 - d. All ground surfaces shall be improved with lawn, decks, wood chips, sand, hard surface materials (concrete/asphalt), or other surface appropriate to the use (e.g., rubber surface in playground area).

Sec. 17.90.130. Light Industrial (I-2) and General Industrial (I-3) design standards.

A. Access.

1. All lots shall abut or have legal access to a dedicated public street.
2. All lots that have access to a public alley shall provide for all personal and service access for vehicles from that alley.
3. Joint use of access points and interconnections shall be required, where deemed needed by the Director and Public Works Director.
4. Each lot shall be permitted one access point, except lots with street frontage of 150 feet or more may be permitted one or more additional access points, if approved by the Public Works Director.

B. Pedestrian Accessibility.

1. Special attention shall be given to designing a primary building entrance for each unit within a building that is both attractive and functional (e.g., SandyStyle).
2. Building entries shall comply with the accessibility requirements of the Oregon State Structural Specialty Code.

C. Building Materials and Colors for All Structures.

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(Supp. No. 1, Update 5)

1. *Building Materials.* Exterior building materials shall convey an impression of durability. Materials such as masonry, stone, stucco, wood, composite siding, and metal are permitted. Vertical grooved (i.e., T1-11) sheet siding is prohibited.
2. *Masonry Finishes.* Where masonry is used for exterior finish, decorative patterns must be incorporated. Examples of these decorative patterns include multicolored masonry units, such as brick, stone, or cast stone, in layered or geometric patterns or split-faced concrete block to simulate a rusticated stone-type construction.
3. *Change in Relief.* Buildings must include changes in relief on ten percent of the facades facing public streets or residential development.
4. *Colors.* Building exteriors shall comply with the following standards:
 - a. Permitted colors include warm earth tones (tans, browns, reds, grays, and greens).
 - b. High-intensity primary colors, metallic colors and black, may be utilized as trim and detail colors only, not to exceed one percent of the surface area of any elevation. Such color shall not be used as primary wall colors.
 - c. Day-glow colors, highly reflective colors, and similar colors are not permitted.
5. *Ornamental Devices.* Ornamental devices, such as molding, entablature and friezes, are encouraged at the roofline. Where such ornamentation is present in the form of a linear molding or board, the band must be at least eight inches wide.

D. *Roof Pitch, Materials, and Parapets.*

1.

Zoning District	Minimum Pitch (principal and accessory structures)
I-2 and I-3	1:12

2. Flat roofs (with minimum pitch for drainage) are permitted with detailed stepped parapets or detailed brick coursing.
3. Parapet corners shall be stepped or the parapet shall be designed to emphasize the center or primary entrance(s), unless the primary entrance is at the corner of the building.
4. Visible roof materials shall be architectural grade composition shingle, slate, concrete tile, or metal. Metal with standing or batten seam shall conform to the Color Palette in Appendix D.
5. All roof and wall-mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, must be screened from public view by parapets, walls or by other approved means.

E. *Building Orientation and Entrance Standards.*

1. Primary entries shall face a public street or designated pedestrian way that connects to a parking lot.
2. Secondary entries may face parking lots or loading areas.
3. Pedestrian entries, but not garage door entries, shall be sheltered with an overhang or portico with a depth of at least five feet.

F. *Windows.*

1. Windows shall be located in a manner that enables tenants, employees, and police to watch over pedestrian, parking and loading areas. Windows shall include sills at the bottom and pediments at the top. Glass curtain walls, reflective glass, and painted or darkly tinted glass are prohibited.

G. *Landscaping/Streetscape.*

1. All buildings (regardless of use) that are visible from a local street, collector street, arterial street, or highway shall be screened from view by a vegetative buffer as specified below:
 - a. Minimum depth of the buffer shall be 20 feet measured from the property line and run the entire length of the property.
 - b. Existing trees shall be preserved to the greatest extent possible.
 - c. Evergreen trees at least eight feet in height and capable of growing to at least 30 feet in height shall be planted at a density that will create a visual screen within five years.
 - d. If the property does not abut a local street, collector street, arterial street, or highway, the screening requirement can be met by an offsite screen that has the effect of screening the property from view from collector streets, arterial streets and highways.
2. Benches, outdoor seating, and trash receptacles shall complement the existing ornamental street lighting and be in keeping with the overall architectural character of the area.

Benches and other streetscape items may be placed within the public right-of-way but must not block free movement of pedestrians. A minimum pedestrian walkway width of five feet shall be maintained at all times.

H. *Lighting.*

1. Streetscape lighting shall conform to Chapter 15.30 Dark Sky Ordinance.
2. Exterior lighting shall be an integral part of the architectural design and shall complement any ornamental street lighting and remain in context with the overall architectural character of the district.
3. Lighting shall be adequate for safety purposes. Building entrances, walkways, and parking lots shall be illuminated to at least 1.5—2.0 foot candles.

I. *Safety and Security.*

1. Provide an identification system that clearly locates buildings and their entries for patrons and emergency services.
2. On-site lighting shall be located, oriented, and selected to facilitate surveillance of onsite activities from the public right-of-way or other public areas.

J. *External Storage.*

1. The exterior storage of merchandise and/or materials, except as specifically authorized as a permitted accessory use, is prohibited.

K. *Trash Collection/Recycling Areas.*

1. All trash collection/recycling areas shall be located within the structure or behind the building in an enclosure in accordance with the provisions of the City of Sandy Design Standards, Appendix A.

(Ord. No. 2023-01 , § 1(Exh. A), 2-6-2023)

Sec. 17.90.140. Manufactured ~~homes~~ dwellings not in a manufactured ~~home~~ dwelling park requirements.

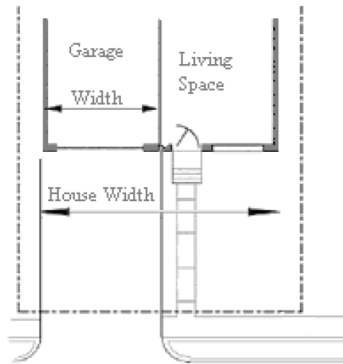
- A. Manufactured homes that are not located in a manufactured ~~home~~ dwelling park shall comply with the following requirements:
- ~~1. Be multi-sectional (doublewide or wider) and enclose a floor area of not less than 1,000 square feet, excluding garages.~~
 - ~~2. Have a backfill style foundation or skirting of pressure treated wood, masonry, or continuous concrete footing wall construction,~~ Complying with the minimum set-up standards of the adopted Manufactured Dwelling Administrative Rules, Chapter 918.
 - ~~3. Have a pitched roof with a minimum three feet in height for each 12 feet in width.~~
 - ~~4. Have siding or roofing that is non-reflective.~~
 25. Be certified by the manufacturer to have an exterior thermal envelope meeting performance standards specified by State law for single-family dwelling constructed under the State one- and two-family dwelling code.
 36. In addition to these requirements manufactured homes shall comply with the design standards in Section 17.90.150.

Sec. 17.90.150. Residential design standards.

- A. *Intent:* These design standards are intended to:
- Enhance the appearance of Sandy through the creation of attractively designed houses and streetscapes;
 - Ensure there is a physical and visual connection between the living area and entrance of the dwelling and the street;
 - Improve public safety for residents and visitors and provide opportunities for community interaction; and,
 - Provide guidelines for good design at reasonable costs and with multiple options to achieve the purposes of this chapter.
- B. *Applicability:* These standards apply to the street facing facades of all new single family dwellings, single room occupancies with up to six units, and each half of duplexes with or without a garage, including additions or alterations.
- Exemptions:* The following are exempt from the design standards of this section:
1. Additions and alterations adding less than 50 percent to the existing floor area of the structure.
 2. Additions or alterations not facing a public street.
- C. *Garage Width Formula:* The width of the garage relative to the total width of the street facing facade is used to determine the required number of design elements from the list specified in Section F. below:
1. *Formula:* width of garage divided by width of primary street facing façade multiplied by 100. For example: A 40 foot wide home with a 20 foot width garage would result in 50 percent ($20/40 = 0.5 \times 100 = 50$ percent) garage to home ratio.

2. The width of the garage is measured from the outside of the garage walls. The width of the primary street facing façade is the entire width of the structure, including the garage, facing the front lot line.
3. A garage-under home design where the garage is on the lower level and the entrance to the home is above, is permitted in compliance with the design feature requirements as specified below.

Figure 17.90.150 – A: Measuring Garage Width



D. General Provisions.

1. For the purposes of subsections D, E, and F, “primary street facing façade” shall mean the façade facing the front lot line. “Secondary street facing façade” shall mean a façade facing a street lot line other than the front lot line.
2. In no case shall the width of the garage exceed 70 percent of the primary street facing façade except for a garage-under home design as specified in Subsection C.3 above.
3. The primary building entrance of each structure shall meet either Subsection a or b, below, and shall meet both the standards in Subsections c and d:
 - a. Face the street; or
 - b. Be at an angle up to 45 degrees from the street; ~~or~~ and
 - c. Open onto a covered porch that is at least 30 square feet with a minimum depth of five feet on the front or, in the case of a corner lot, the side of the residence; and-
 - d. Be a panel door, glass panel door, or French door. Sliding doors, bifold doors, and pocket doors are not permitted for the primary building entrance.
3. All windows and doors on the primary street facing façade and any secondary street facing facades shall be provided with trim (4-inch minimum nominal width).
4. ~~Corner Lots: Dwellings on corner lots~~ All facades facing a street shall provide windows and doors with trim (4 inch minimum nominal width) occupying a minimum of ten percent (excluding trim area). ~~on all secondary street facing facades.~~
5. A detached garage may not be located closer to the front lot line than the dwelling.

E. Number of Required Design Elements.

1. **Primary Street Facing Façade:** The number of design elements required on the primary street facing façade is specified in ~~the table below~~ Table 17.90.150-A.

Table 17.90.150-A: Number of Required Design Elements

Garage Width Percent (Street Facing Attached Garage)	Number of Required Design Elements
Up to 50 percent	5 elements
Greater than 50 percent and up to 60 percent	6 elements
Greater than 60 percent and up to 70 percent or a garage under home design	7 elements
Other Garage Types	Number of Required Design Elements
Garage door 90 degrees to street	3 elements plus windows occupying 10 percent of garage wall facing the street
Detached Garage (An independent, self-supporting structure separated from the dwelling by at least 6 feet)	4 elements plus 4 elements on the garage
Rear-Loaded Garage or no Garage	4 elements

2. ~~Additional~~ Secondary Street Facing Façades: All additional street facing facades shall provide a minimum of three design elements.

F. *Required Design Elements.*

1. Dormer(s) at least three feet wide.
2. Covered porch entry— with a minimum of a 40 square foot covered front porch and a minimum five feet deep.
3. ~~Front p~~ Porch railing around at least two sides of the porch.
4. ~~Front facing s~~ Second story balcony— projecting that projects from the wall of the building a minimum of four feet and enclosed by a railing or parapet wall.
5. Building face containing two or more off-sets of 16 inches or greater from one exterior wall to the other.
6. Roof overhang of 16 inches or greater.
7. Columns, pillars, or posts at least four inches wide and containing ~~larger~~ base materials for a total width of at least eight inches.
8. Decorative gables— with c cross or diagonal bracing, shingles, trim, corbels, exposed rafter ends, or brackets (does not include a garage gable if the garage projects beyond the remaining dwelling unit portion of the primary street facing façade).
9. Decorative "belly-band" between building floors or gables (minimum nominal width of band is six inches) with a paint color or stain that is different from the siding paint color or stain. "Belly-band" means decorative trim or cladding that runs horizontally around a house or building.
10. ~~Decorative m~~ Molding above windows and doors that is at least six inches wide.
11. ~~Decorative p~~ Pilasters at least eight inches wide or chimneys.
12. Shakes, shingles, brick, or stone ~~or other similar decorative materials~~ occupying at least 60 square feet of the street façade.
13. Bay or bow window(s) that extends— Extending a minimum of 12 inches outward from the main wall of a building and forming a bay or alcove in a room within the building.
14. ~~Windows and front door~~— Occupying a minimum of ten percent of the primary street facing façade (not including the roof and excluding any windows in a garage door).

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(Supp. No. 1, Update 5)

~~15~~14. Sidelight and/or transom windows associated with the front door or windows in the front door.

~~16~~15. Window grids on all façade windows. ~~(excluding any windows in the garage door or front door).~~

~~17~~16. Maximum ~~nine-foot-wide~~nine-foot-wide garage doors or a garage door designed to resemble two smaller garage doors and/or windows in the garage door (only applicable to street facing garages that are attached to the single family dwelling or duplex).

~~18~~17. ~~Decorative b~~Base materials ~~such as~~ (natural stone, cultured stone, or brick) extending at least 36 inches above adjacent finished grade occupying a minimum of ten percent of the ~~overall primary~~ street facing façade.

~~19~~18. A front facing garage projecting out from the longest street facing facade not more than six feet. A front facing garage that is recessed or flush with the longest street facing façade may count as two of the required design elements.

~~20~~19. Other items meeting the intent of this section ~~as determined~~if approved by the Director through a Design Deviation.

G. *Dwellings within Designated Villages Adjacent to an Arterial or Collector Transit Street:*

~~All The building elevation(s) of dwellings adjacent to an arterial, or collector, or other transit street shall meet the standards set forth in Chapter 17.82. within a designated Village (as identified on the City of Sandy Comprehensive Plan Map) shall comply with the requirements of this section and include all of the following:~~

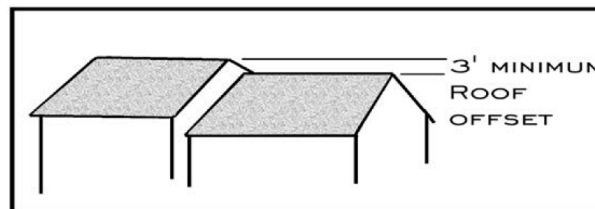
- ~~1. A primary building entrance and covered porch oriented toward the arterial or collector street.~~
- ~~2. A sidewalk connecting directly between the arterial or collector street and the covered porch.~~
- ~~3. A building with frontage on more than one arterial or collector street shall provide a front entrance oriented to one street or to a corner where two streets intersect.~~

Sec. 17.90.160. Additional requirements—Multi-family developments.

Multi-family residential developments in residential zones and single room occupancies with more than six units shall comply with the requirements of this chapter as listed above and the following additional requirements:

A. *Roofs.* Roofs shall meet the following additional requirements:

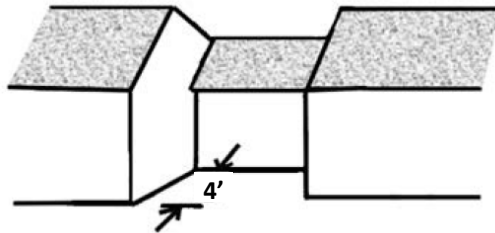
1. Roofs shall be gabled or hip type roofs (minimum pitch 3:12) with at least a 30-inch overhang and using shingles or tiles, or other overlapping similar roofing materials. Alternatives may be approved through Design Deviation where the developer can demonstrate that abutting structures or the majority of structures within 300 feet have roofs similar to what is proposed.
2. Offsets or breaks in roof elevation shall be at least three or more feet in height.



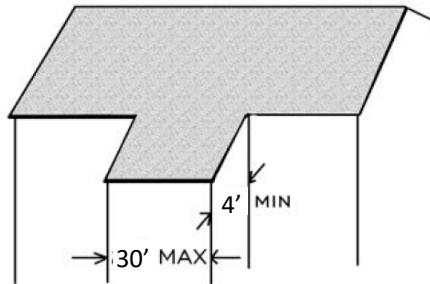
B. *Entries.*

1. Entries shall be sheltered with an overhang, porch, portico or recessed entry that provides a minimum shelter depth of five feet. Porches and porticos shall have gabled shelters. ~~or otherwise articulated with an architecturally detailed entry.~~

2. ~~At least one primary dwelling entry~~ies for each building shall either face a public street and be visible from the street or face a designated pedestrian way that is connected to a public street. The pedestrian way shall avoid out-of-direction travel by having a length that is no more than 20 feet longer or 120 percent of the straight line distance to the street, and be visible from the street whenever feasible.
 3. ~~Individual entries~~Multiple units: Where ground floor units have individual entries, each primary entry shall meet the standard in subsection B.2. shall face a public street or designated pedestrian way and be visible from the street whenever feasible and shall avoid out of direction travel. Upper story units may share entries.
 4. Secondary entries may face parking lots or loading areas.
- C. Building facades shall be articulated with windows, entries, balconies and/or bays. Towers or other special vertical elements may be used (no more than one per building) in a limited fashion to focus views to the area from surrounding streets.
- D. Along the vertical face of a structure, when facing a public street, pedestrian way or an abutting residential use, offsets shall occur at a minimum of every 20-30 feet by providing any two of the following:
1. Recesses (decks, patios, entrances, floor area, etc.) of a minimum depth of eight-four feet.



2. Extensions (decks, patios, entrances, floor area, etc.) at a minimum depth of eight-four feet, with maximum length of an overhang not to exceed 25-30 feet.



3. If a partially-enclosed covered porch is proposed, this can meet one of the offset requirements provided the porch is eight-four feet deep and at least 125 square feet in area.
- E. *Private Outdoor Areas.*
1. A separate outdoor area of not less than 48 square feet shall be attached to each ground level dwelling unit. These areas shall be separated from common outdoor areas in a manner, which enables the resident to control access from separate to common areas with elements such as walls, fences or shrubs.
 2. A separate outdoor area of not less than 48 square feet in the form of balconies, terraces or porches shall be provided for each dwelling unit located above the ground level.

- F. *Parking Lots.* Parking lots in multi-family developments shall not occupy more than 50 percent of the frontage of any public street abutting the lot or building.
- G. *Individual Storage Areas.* Enclosed storage areas shall be required and may be attached to the exterior of each dwelling unit to accommodate garden equipment, patio furniture, barbecues, bicycles, and other items for outdoor use ~~etc.~~ Storage areas may be provided within garages if the required storage area is in addition to the required parking area ~~required~~ for a standard parking space, per subsection 17.98.60.B.1.

Size of Dwelling	Minimum Square Feet	Minimum Height
Studio	24	6
1 Bedroom	24	6
2 Bedroom	36	6
3+ Bedroom	48	6

- H. *Carports and Garages.* If carport and garages are provided, the form, materials, color and construction shall be the same as ~~compatible with~~ the complex they serve.
- I. *Shared Outdoor Recreation Areas.* Multi-family residential development shall provide usable recreation areas for developments containing more than five dwelling units at the rate of 200 square feet per dwelling unit. Such areas shall be counted as part of the required landscaping. Examples include, but are not limited to, playgrounds, exercise trails, swimming pools, play fields, tennis courts, community gardens, plazas, picnic areas, and passive seating areas. ~~etc.~~ Usable recreation area may also include slopes, wetlands, FSH setback areas, and tree groves ~~other natural site features~~; however, at least 50 percent of the recreation area must be located outside the boundaries of such areas and slopes may not exceed 15 percent in the 50 percent usable recreation area. Gazebos and other outdoor covered spaces are encouraged and qualify as 1.25 square feet for every one square foot of required shared recreation area. The shared outdoor recreation area(s) shall be located and designed ~~in a manner which~~ to meet the following standards:
 1. At least 80 percent of dwelling units shall be located within 200 feet walking distance of a recreation area. ~~Provides approximately the same accessibility to the maximum number of dwelling units possible.~~
 2. Windows shall be located ~~to encourage watching over~~ such that all entry areas, shared recreational areas, laundry areas, walkways and parking areas are visible from windows in at least two adjacent dwelling units. These windows must be located in kitchen, living room, dining room or other ~~activity rooms~~ besides ~~(bedrooms or bathrooms are not included).~~
 3. ~~Provides a~~ separation from parking and driveway areas shall be provided with a landscaped transition area measuring a minimum of ten feet wide.
 4. ~~Controls a~~ Access to shared outdoor areas from off-site as well as from on-site parking and entrance areas shall be controlled with ~~features such as~~ fencing, walls, ~~and~~ landscaping, or a building.
 5. ~~Provides a usable surface material such as~~ All ground surfaces shall be improved with lawn, decks, wood chips, sand, ~~and~~ hard surface materials (concrete/asphalt), or other surface appropriate to the use (e.g., rubber surface in playground area).
- J. *Safety and Security.*
 1. ~~Provide an outdoor lighting system which facilitates police observation and resident observation through strategic location, orientation and brightness without being obtrusive by shining into residential units or adjacent residential developments.~~ Shared or common use areas, including building entries, vehicle parking areas, bicycle parking, shared outdoor areas, and pedestrian paths, shall be lighted to the following minimum levels of foot-candles to enhance safety and allow use at night, and shall conform to the requirements of Chapter 15.30, Dark Sky Ordinance:

- a. Building entries: minimum 2 foot-candles.
 - b. Pedestrian paths: minimum 1.5 foot-candles.
 - c. Required bicycle parking: minimum 2 foot-candles.
 - d. Vehicle parking: minimum 1.5 foot-candles.
2. Establish a directory for apartment complexes of four or more units, which ~~clearly~~ orients visitors and emergency service providers as to the location of residential units. ~~Where possible, t~~This system ~~should~~ shall be evident from the primary vehicle entryway or within 100 feet from the vehicle entryway.
- K. *Service, Delivery and Screening.*
- 1. Locate postal delivery areas in a ~~convenient~~ location ~~efficiently designed for~~that is accessible to all residents and mail delivery personnel and in accordance with U.S. Postal Service requirements.
 - 2. Provide pedestrian access from unit entries to postal delivery areas, garbage and recycling collection areas, shared activity areas and parking areas. Walkways providing access to these areas shall meet standards for an ADA accessible route. Crosswalks through parking lots and drive aisles shall be painted or constructed of a material contrasting with the road surface (e.g., colored concrete inlay in asphalt). ~~Elements such as, but not limited to, concrete paths, striped walkways or raised walkways through vehicular areas or gravel trails will meet this requirement.~~
 - 3. Provide garbage collection and recycling areas in ~~convenient~~ locations ~~for~~that are accessible by the service provider and residents.
 - 4. Garbage collection areas shall have a concrete floor surface and shall have a gate on the truck-loading side and a separate pedestrian access.
 - 5. Outdoor storage areas, garbage containers and recycling bins shall be screened from view in one of the following manners:
 - a. A solid sight obscuring wall or fence not less than six feet in height and constructed of durable materials ~~compatible with the primary structure(s)~~ shall surround these areas.
 - b. Evergreen plant materials which will retain their screening ability and will reach the height of six feet within three years from time of planting. An overlap of three inches is required of the evergreen plant screening. The material shall completely screen the area from ~~the public~~ view from the public right-of-way and on-site walkways.
- L. *Electrical and Mechanical Equipment.* On-grade and above-grade electrical and mechanical equipment such as transformers, heat pumps₂ and central air conditioner units shall be screened with sight obscuring fences, walls₂ or landscaping.

Sec. 17.90.170. Maintenance.

- A. All approved on-site improvements shall be the on-going responsibility of the property owner or occupant. The owner, occupant₂ or agent shall be jointly and severally responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat₂ and orderly appearance and shall be kept free of refuse and debris. All on-site improvements shall be controlled by maintaining, pruning, trimming or otherwise, so that:
- 1. It will not interfere with the maintenance or repair of any public facility;
 - 2. It will not restrict pedestrian or vehicular access; and
 - 3. It will not constitute a traffic hazard because of reduced visibility.

Sec. 17.90.180. Compliance.

- A. The development site shall be checked by staff to ensure compliance with final approved plans prior to issuance of a Certificate of Occupancy.
- B. The development ~~must~~ shall be completed as per the approved final plans including landscaping and recreation areas before the certificate of occupancy is issued.
- ~~C. It shall be the duty of the Director to enforce these regulations and to assure that conditions of final development approval are carried out.~~

CHAPTER 17.92 LANDSCAPING AND SCREENING GENERAL STANDARDS—ALL ZONES

Sec. 17.92.00. Intent.

The City of Sandy recognizes the aesthetic and economic value of landscaping and encourages its use to establish a pleasant community character, unify developments, and buffer or screen unsightly features; to soften and buffer large scale structures and parking lots; and to aid in energy conservation by providing shade from the sun and shelter from the wind. The community desires and intends all properties to be landscaped and maintained.

This chapter prescribes standards for landscaping, buffering, and screening. While this chapter provides standards for frequently encountered development situations, detailed planting plans and irrigation system designs, when required, shall be reviewed by the City with this ~~purposes-intent~~ clause as the guiding principle.

Sec. 17.92.10. General provisions.

- A. Where landscaping is required by this Code, detailed planting plans shall be submitted for review with development applications. ~~and shall. No development may commence until the Director or Planning Commission has determined the plans~~ comply with the ~~purposes clause and specific~~ standards in this chapter. All required landscaping and related improvements shall be completed or financially guaranteed prior to the issuance of a Certificate of Occupancy.
- B. Appropriate care and maintenance of landscaping on-site and landscaping in the adjacent public right-of-way is the right and responsibility of the property owner, unless City ordinances specify otherwise for general public and safety reasons. If street trees or other plant materials do not survive or are removed, materials shall be replaced in kind within six months.
- C. Significant ~~plant and tree specimens should~~ shall be preserved ~~to the greatest extent practicable~~ and integrated into the design of a development. Trees of 11-inches DBH 25-inches or greater ~~(6-inches or greater in the FSH Overlay District) circumference measured at a height of four and one half feet above grade~~ are considered significant. Plants to be saved and methods of protection shall be indicated on the detailed planting plan submitted for approval. Existing trees ~~may~~ shall be considered preserved if no cutting, filling, or compaction of the soil takes place between the trunk of the tree and the area five feet outside the tree's drip line. Trees to be retained shall be protected from damage during construction by a construction fence located five feet outside the dripline.
- D. Planter and boundary areas used for required plantings shall have a minimum diameter of five feet (two and one-half foot radius, inside dimensions). Where the curb or the edge of these areas are used as a tire stop for parking, the planter or boundary plantings shall be a minimum width of seven and one-half feet.
- E. In no case shall shrubs, conifer trees, or other screening be permitted within vision clearance areas of street, alley, or driveway intersections, ~~or where the City Engineer otherwise deems such plantings would endanger pedestrians and vehicles.~~
- F. ~~Landscaped planters and other landscaping features shall be used to define, soften or screen the appearance of off-street parking areas and other activity from the public street.~~ Up to 35 percent of ~~the a site's~~ total required landscaped area may be developed into pedestrian amenities, including, ~~but not limited to~~ sidewalk cafes, seating, water features, and plazas, ~~as approved by the Director or Planning Commission.~~ Other pedestrian amenities may be approved as part of a discretionary review.

G. An applicant may choose to count one or more pre-existing vegetated areas toward a site's total required landscaped area, provided that the pre-existing vegetated area is located within the dripline of an existing tree and does not include any nuisance plants.

HG. For nonresidential development, or for residential development processed through discretionary review, ~~r~~Required landscaping/~~open space~~ shall be designed and arranged to offer the maximum benefits to the occupants of the development as well as provide visual appeal and building separation.

~~H. Balconies required for entrances and exits shall not be considered as open space except where such exits and entrances are for the sole use of the unit.~~

~~I. Roofed structures shall not be included as open space except for open unenclosed public patios, balconies, gazebos, or other similar structures or spaces.~~

~~J. Driveways and parking areas shall not be included as open space.~~

K. All areas not occupied by paved roadways, walkways, patios, or buildings shall be landscaped.

L. All landscaping shall be continually maintained, including necessary watering, weeding, pruning, and replacing.

Sec. 17.92.20. Minimum improvements—Landscaping and screening.

The minimum landscaping area of a site to be retained in landscaping shall be as follows:

Zoning District or Use	Percentage
R-3	25%
Manufactured Home-Dwelling Park	20%
C-1 Central Business District	10%
C-2 General Commercial	20%
C-3 Village Commercial	10%
I-1 Industrial Park	20%
I-2 Light Industrial	15%
I-3 Heavy Industrial	10%

Sec. 17.92.30. Required tree plantings.

Planting of trees is required for all parking lots with four or more parking spaces, public street frontages, and along private drives more than 150 feet long. ~~Trees shall be planted outside the street right-of-way except where there is a designated planting strip or City-adopted street tree plan.~~

The City maintains a list of appropriate trees for street tree ~~and parking lot~~ planting ~~situations~~. Selection of species for street trees and trees within parking areas shall ~~should~~ be made from the ~~e~~City-approved list. Alternate selections may be approved by the Director following written request as part of a discretionary review. The type of tree used shall determine frequency of trees in planting areas; tree spacing along streets and within parking areas shall meet the spacing standards in the table below. Trees in parking areas shall be dispersed throughout the lot to provide a canopy for shade and visual relief. “Medium” canopy trees are those whose canopy reaches 30 to 50 feet in width at maturity. “Large” canopy trees are those whose canopy reaches over 50 feet in width at maturity.

Area/Type of Planting	Canopy	Spacing
Street Tree	Medium	<u>Maximum</u> 30 ft. on center
Street Tree	Large	<u>Maximum</u> 50 ft. on center

Parking Lot Tree	Medium	Minimum 1 per 8 cars
Parking Lot Tree	Large	Minimum 1 per 12 cars

Trees may not be planted:

- Within five feet of permanent hard surface paving or walkways, unless specific species, special planting techniques and specifications approved by the Director [as part of a discretionary review](#) are used.
- Unless approved otherwise by the City Engineer [as part of a discretionary review](#):
 - Within ten feet of fire hydrants and utility poles
 - Within 20 feet of street light standards
 - Within five feet from an existing curb face
 - Within ten feet of a public sanitary sewer, storm drainage or water line
- Where the Director determines [as part of a discretionary review that](#) the trees may be a hazard to the public interest or general welfare.
- Trees shall be pruned to provide a minimum clearance of eight feet above sidewalks and 12 feet above street and roadway surfaces.

Sec. 17.92.40. Irrigation.

Landscaping shall be irrigated, either with a manual or automatic system, to [ensure long-term maintenance of the plantings](#). ~~sustain viable plant life.~~

Sec. 17.92.50. Types and sizes of plant materials.

- A. At least 75 percent of the required landscaping area shall be planted with a ~~suitable~~ combination of trees, shrubs, ~~or and~~ evergreen ground cover except as otherwise authorized by ~~Chapter Subsection~~ [17.92.10.F](#).
- B. Plant Materials. Use of native plant materials or ~~plants acclimatized to the Pacific Northwest~~ [water-efficient plants for the Willamette Valley](#) is ~~encouraged where possible~~ [required in compliance with the 2016 Water Management and Conservation Plan](#). [Use of nuisance species listed in the City of Portland Plant List is not permitted.](#)
- C. Trees shall be species having an average mature spread of crown greater than 15 feet and having trunks which can be maintained in a clear condition with over five feet of clear wood (without branches). Trees having a mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread.
- D. Deciduous trees shall be balled and burlapped, be a minimum of seven feet in overall height or one and one-half inches in caliper measured six inches above the ground [at the time of](#) ~~immediately after~~ planting. Bare root trees will be acceptable to plant during their dormant season.
- E. Coniferous trees shall be a minimum five feet in height above ground at time of planting.
- F. Shrubs shall be a minimum of one gallon in size or two feet in height when measured [at the time of](#) ~~immediately after~~ planting.
- G. Hedges, where required to screen and buffer off-street parking from adjoining properties shall be planted with an evergreen species maintained so as to form a continuous, solid visual screen within two years after planting.

- H. Vines for screening purposes shall be a minimum of one gallon in size or 30 inches in height at the time of immediate after planting and may be used in conjunction with fences, screens, or walls to meet physical barrier requirements as specified.
- I. Groundcovers shall be fully rooted ~~and shall be well branched or leafed~~. If used in lieu of turf in whole or in part, ground covers shall be planted in such a manner as to provide complete coverage in one year after planting.
- J. Turf areas shall be planted in species normally grown as permanent lawns in western Oregon. Either sod or seed are acceptable. Acceptable varieties include improved perennial ryegrass and fescues, ~~used within the local landscape industry~~.
- K. Landscaped areas may include architectural features or artificial ground covers such as sculptures, benches, masonry or stone walls, fences, rock groupings, ~~bark dust~~ wood chips, decorative hard paving, and gravel areas, interspersed with planted areas. The exposed area developed with such features shall not exceed 25 percent of the required landscaped area. Artificial plants are prohibited in any required landscape area.

Sec. 17.92.60. Revegetation in ~~un~~ non-landscaped or natural landscaped areas.

- A. Areas where ~~natural~~ pre-existing vegetation has been removed or damaged through grading or construction activity in areas not affected by the landscaping requirements and that are not to be occupied by structures or other improvements shall be replanted.
- B. Plant material shall be watered at intervals sufficient to assure survival and growth.
- C. The use of native plant materials or water-efficient plants ~~acclimatized to the Pacific Northwest for the Willamette Valley~~ is ~~encouraged~~ required to reduce ~~irrigation water use in compliance with the 2016 Water Management and Conservation Plan~~ and maintenance demands.

Sec. 17.92.70. Landscaping ~~between~~ in the public right-of-way ~~and property lines~~.

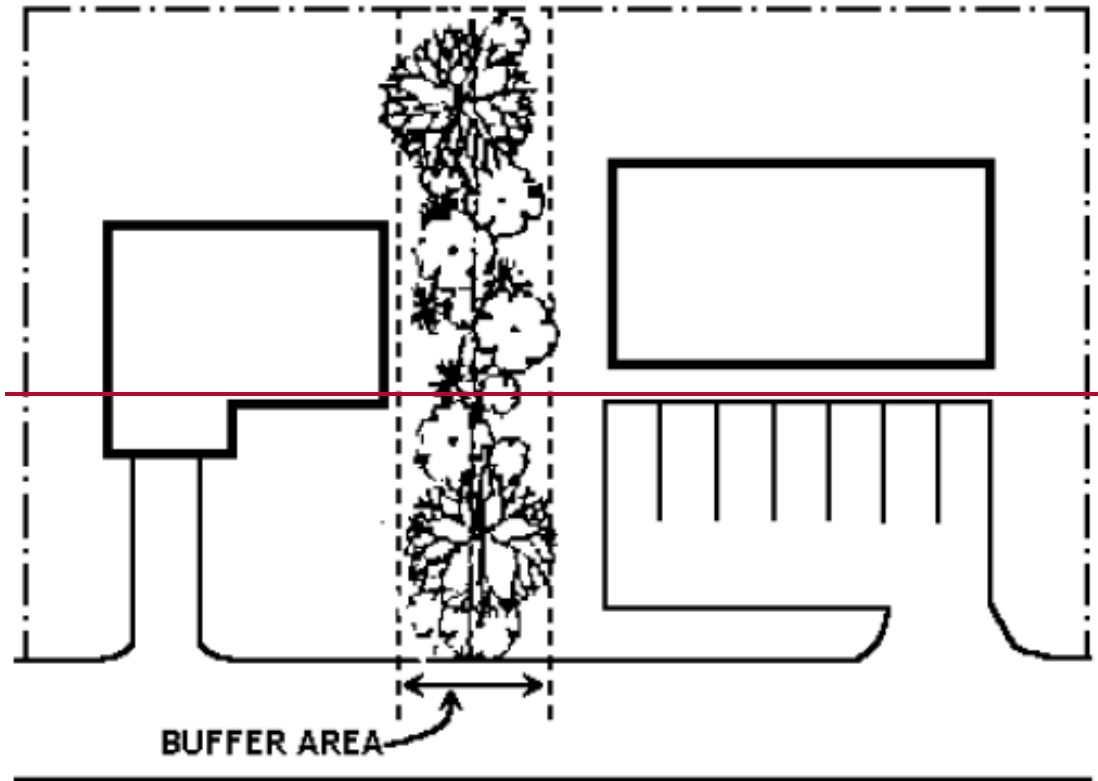
The planter strip in the public right-of-way shall include street trees spaced in accordance with Section 17.92.30, in accordance with the adopted street tree list, and at sizes in accordance with Section 17.92.50. In addition to street trees, the planter strip shall also include other landscaping, such as groundcover, turf, or wood chips to fully cover all exposed soils. Except for portions allowed for parking, loading, or traffic maneuvering, a required setback area abutting a public street and open area between the property line and the roadway in the public street shall be landscaped. That portion of the landscaping Landscaping within the street right-of-way shall not count as part of the site lot area percentage to be landscaped in accordance with Section 17.92.20.

Sec. 17.92.80. Buffer planting—Parking, loading and maneuvering areas.

Intent: Buffer plantings are used to reduce building scale, provide transition between contrasting architectural styles, and generally mitigate incompatible or undesirable views. They are used to soften rather than block viewing.

- A. Where required, a mix of plant materials shall be used to achieve the desired buffering effect.
- B. Buffering is required in conjunction with issuance of construction permits for parking areas containing four or more spaces, loading areas, and vehicle maneuvering areas servicing parking areas with four or more spaces. Boundary plantings shall be used to buffer these uses from adjacent properties and the public right-of-way. On-site plantings shall be used between parking bays, as well as between parking bays and vehicle maneuvering areas. Buffers shall have a minimum width of five feet, in accordance with Subsection 17.82.10.D. A balance of low-lying ground cover and shrubs, and vertical shrubs and trees shall be used to buffer the view of these facilities. At a minimum, one tree shall be planted for every 30 linear feet of buffer

~~area. Decorative w~~ Masonry walls (except plain concrete block) and fences may be used in conjunction with plantings, but may not be used by themselves to comply with buffering requirements. Exception: ~~truck~~ parking lots reserved for large trucks in industrial and commercial zones are exempt from parking bay buffer planting requirements.



Sec. 17.92.90. Screening (hedges, fences, walls, berms).

Intent: Screening is used where unsightly views or visual conflicts must be obscured or blocked and where privacy and security are desired.

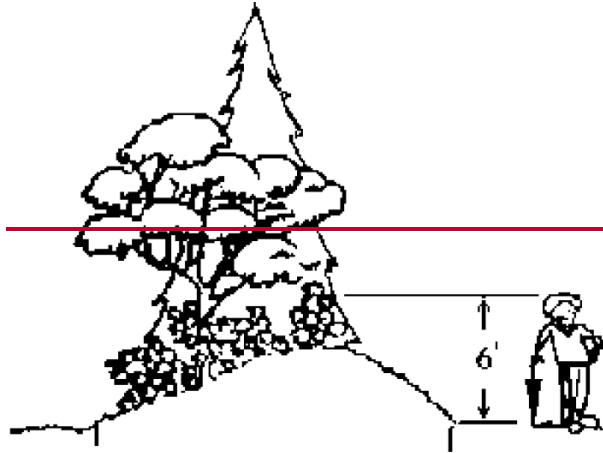
A. Materials. Fences and walls used for screening may be constructed of wood, concrete, stone, brick, and wrought iron, ~~or o~~ Other commonly used fencing/wall materials may be used if approved as part of a discretionary review. ~~Acoustically designed fences and walls are also used where noise pollution requires mitigation.~~

BA. Height and Opacity. Where landscaping is used for required screening, it shall be at least six feet in height and at least 80 percent opaque, as seen from a perpendicular line of sight, within two years after planting ~~following establishment of the primary use of the site.~~

CB. Chain Link Fencing. A painted chain link fence (not galvanized finish) with slats shall qualify for screening only if a landscape buffer is also provided in compliance with Section 17.92.90 ~~80~~ above.

DC. Height Measurement. The height of hedges, fences, walls, and berm shall be measured from the lowest adjoining finished grade, except where used to comply with screening requirements for parking, loading, storage, and similar areas. In these cases, height shall be measured from the finished grade of such improvements. Screening is not permitted within vision clearance areas.

E.D. Berms. Earthen berms up to six feet in height may be used to comply with screening requirements. Slope of berms may not exceed 2:1 and both faces of the slope shall be planted with ground cover, shrubs, and trees.

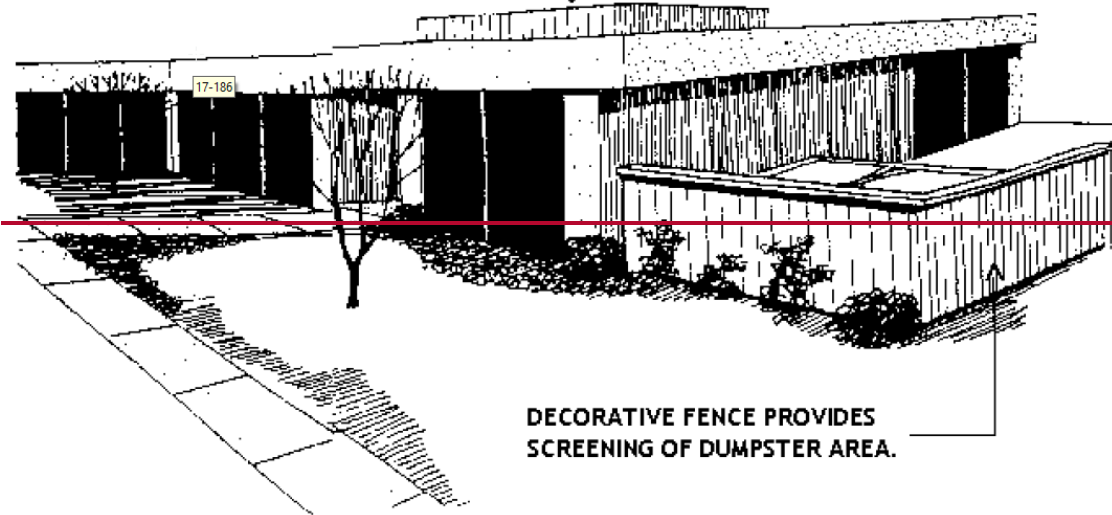


~~Long~~ Expanses of fences and walls that are longer than 50 feet shall ~~be designed to prevent visual monotony through use of~~ include offsets, changes of materials and textures, or landscaping in order to prevent visual monotony.

Sec. 17.92.100. Screening of service facilities.

~~Sight~~-obscuring shrubbery or a berm, wall or fence shall be placed along a property line between residential and commercial and industrial zones and around ~~unsightly areas such as~~ trash and recycling areas, gas meters, ground level air conditioning units, disc antennas exceeding 36 inches in diameter, and equipment storage or an industrial or commercial use with outside storage of equipment or materials. Such "sight-obscuring" screening shall be at least 80 percent opaque when viewed horizontally from between two and eight feet above the average ground level.

**SCREENING PROVIDED FOR ROOF EQUIPMENT.
SCREEN SHOULD BE IN HARMONY
WITH BUILDING LINES AND COLOR.**



**DECORATIVE FENCE PROVIDES
SCREENING OF DUMPSTER AREA.**

Sec. 17.92.110. Outdoor storage.

All outdoor storage areas for commercial, industrial, public and semi-public uses are to be entirely screened by ~~a sight obscuring shrubbery or a berm, wall or fence, vegetative materials, or other alternative deemed appropriate by the Director.~~ Such "sight-obscuring" screening shall be at least 80 percent opaque when viewed horizontally from between two and eight feet above the average ground level. Exceptions to the preceding requirements include: new or used cars, motorcycles and trucks (but not including car parts or damaged vehicles); new or used boat sales; recreational vehicle sales; new or used large equipment sales or rentals; manufactured home sales; florists and plants nurseries.

Sec. 17.92.130. Performance ~~bond~~ guarantee.

If weather conditions or other circumstances beyond the control of the developer or owner make completion of the landscaping impossible prior to desired occupancy, an extension of up to six months may be applied for by posting "security" equal to ~~130~~ 120 percent of the cost of the landscaping, assuring installation within six months. "Security" may consist of a performance bond payable to the city, cash, certified check, time certificates of deposit, assignment of a saving account, letter of credit, or other such assurance of access to funds necessary for completion as shall meet the approval of the City Attorney. Upon acceptance of the security, the developer or owner ~~may will~~ be allowed occupancy ~~for a period of up to 180 days~~. If the installation of the landscaping improvement is not completed within 180 days, the City shall have access to the security to complete the installation ~~and/or revoke occupancy~~. Upon completion of the installation by the city, any portion of the remaining security minus administrative charges of 30 percent shall be returned to the owner. Costs in excess of the posted security shall be assessed against the property and the City shall thereupon have a valid lien against the property, which will come due, and payable.

Sec. 17.92.140. Guarantee.

All landscape materials and workmanship shall be guaranteed by the installer and/or developer for a ~~period of time not to exceed~~ minimum of two years. This guarantee shall ensure that all plant materials survive in good condition and shall guarantee replacement of dead or dying plant materials.

CHAPTER 17.96 MANUFACTURED DWELLING PARK STANDARDS

Sec. 17.96.00. Intent.

These provisions are established to ensure a safe and healthful living environment for residents of manufactured dwelling parks and to ensure that a manufactured dwelling park can provide affordable quality housing compatible with adjacent land uses. In addition, these provisions are intended to ensure compliance with State regulations governing review of manufactured dwelling park development.

Sec. 17.96.10. Area requirements.

- A. Minimum Size for Manufactured Dwelling Park = one acre.
- B. Minimum Size for Manufactured Home Space = 2,000 square feet.

Note: ORS 446.100(x) requires that the space be at least 30 feet wide and 40 feet long.

Sec. 17.96.20. Permitted structures.

- A. *Manufactured Homes and Mobile Homes (as defined in Chapter 17.10—Definitions).*
- B. [Prefabricated Structures \(as defined in ORS 197A.015\).](#)
- ~~C~~B. *Accessory Structures.* Structures customarily incidental to the primary use in accordance with Chapter 17.74.

Sec. 17.96.30. Setback and separation for the park perimeter.

- A. *Setback Between Park Structures and Abutting Properties.* Between abutting property and any dwelling or accessory park structure or a park road there shall be a minimum setback equal to the rear yard setback specified by the district of the abutting property but in no case shall the setback be less than five feet.
- B. *Setback Between Park Structures and a Public Street Right-of-Way.* Between the public right-of-way and any dwelling or accessory structure there shall be an average setback along the public street of 20 feet with a minimum setback equal to the front yard setback of the district. "Average setback" shall be calculated by averaging the smallest and largest setbacks along the street.

Sec. 17.96.40. Park perimeter treatment.

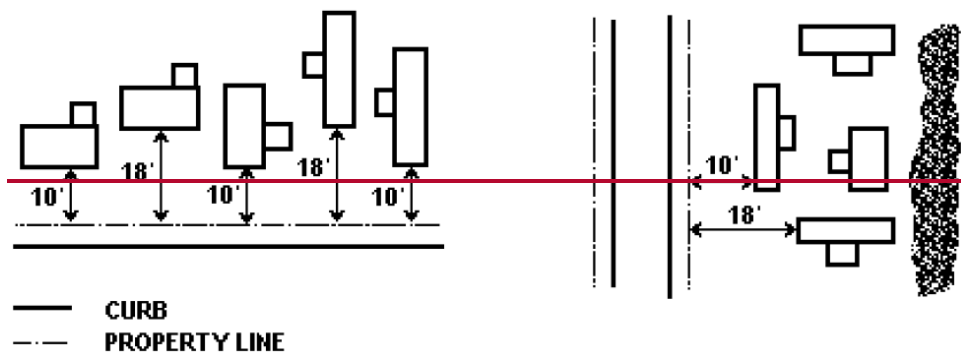
- A. *Perimeter Treatment.* An applicant can choose one of two options for perimeter treatment.
 - 1. *Option I—Abutting Public Streets.* On lands adjacent to public streets a six-foot high site-obscuring screen shall be provided through the use of fencing and vegetation and/or earth sculpting and vegetation.
 - a. *Fencing.* Any fence shall have an average 15-foot setback ([average of the smallest and largest setbacks](#)) from the public right-of-way and shall meet vision clearance requirements. Fencing closer than 15 feet to the public right-of-way shall be subject to the district's restrictions on front yard fencing. ~~Longer~~ Expanses of fence or wall along public streets [that are longer than 50 feet](#)

shall be designed to prevent visual monotony through the use of offsets, landscaping, and change in materials.

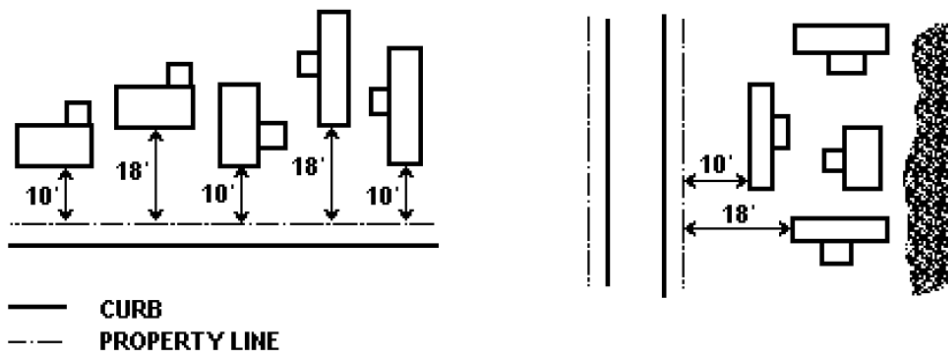
- b. *Earth Sculpting.* Any earth sculpting shall be used in conjunction with plant materials and when combined the screen will be a height of six feet in two years. This combination is subject to the following standards:
 - i. The earth sculpting, as a minimum, shall include a berm whose form does not have a slope over 40 percent (1:2.5) on the side away from the area screened from view. The slope for the other side (screened area) may vary.
 - ii. At least one row of deciduous and/or evergreen shrubs spaced not more than five feet apart shall be placed on this berm.
 - iii. Lawn, low growing evergreen shrubs, and evergreen ground cover shall cover the balance of the setback area.

2. *Option II—Perimeters Abutting other Zoning Districts:*

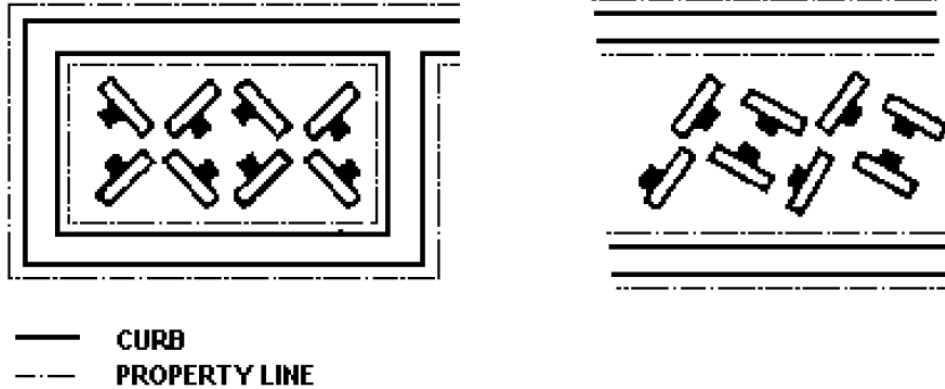
- a. A manufactured home space that abuts the perimeter setback shall be a minimum of 4,000 square feet.



- b. Manufactured homes abutting a public street shall have staggered setbacks and a variety of living unit orientations such as ~~indicated~~ illustrated below. ~~The required~~ An ~~offsets is required~~ between each adjacent dwellings and shall be at least eight feet as measured perpendicular from the street. At least 25 percent of units shall be oriented perpendicular to the other units, or



- c. An alternative to the above is to utilize a uniform setback but provide a substantial (greater than 30 degrees) acute or obtuse angle from the street, such as ~~indicated~~ illustrated below, or



- d. A third alternative is to establish an eight-foot minimum building offset [between each adjacent dwelling](#) by utilizing attached garages or triple wide expansions.
- B. Driveway access on local public streets may occur at the maximum frequency of one access for every two dwellings. Access from individual dwellings shall not be permitted on arterial streets. Access to collector streets ~~is not permitted, unless approved by~~ ~~shall be subject to review and approval of~~ the City Engineer [with a Variance application](#).

Sec. 17.96.50. Setback and separation for structures within the park.

Setbacks and separation for structures within a manufactured [home-dwelling](#) park shall comply with applicable ORS statutes.

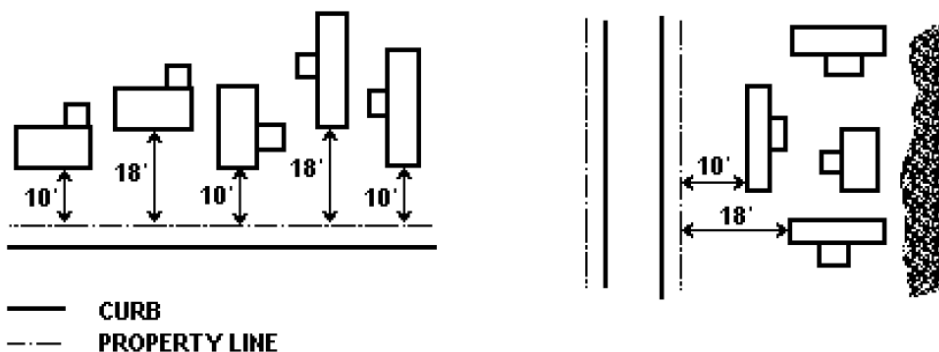
Sec. 17.96.60. Site development standards.

- A. *Parking and Accessways.*
1. *Parking.* Off-street parking facilities shall be provided on-site in accordance with Chapter 17.98.
 2. *Street Widths.* The minimum width for manufactured [home-dwelling](#) park streets shall be 20 feet. Streets serving more than 12 dwelling spaces shall be a minimum of 24 feet in width. Streets serving more than 30 dwelling spaces shall be a minimum of 28 feet in width. If on-street parking is permitted, ORS 446.095(1) requires a minimum width of 30 feet.
 3. *Private Street Standards.* Streets shall be paved to standards adopted by the City Engineer.
 4. *Dead End Streets.* Cul-de-sacs over 400 feet in length shall have a standard cul-de-sac bulb with a 38-foot curbside radius. Shorter dead end streets shall have a turn-around approved by the City Engineer.
 5. *Walks.* Paved walks, at least five feet wide and accessible to wheelchairs, shall be provided to connect park buildings to a park street or public street. In addition, a street sidewalk (or an equivalent pedestrian walking system) shall be provided to connect areas having more than 25 living units with the public sidewalk system.
 6. *Lighting.* Private park roadways shall be lighted at intersections and pedestrian crossings. ~~Fixtures shall not produce direct glare on adjacent properties~~ [Lighting shall comply with Chapter 15.30, Dark Sky Ordinance](#).
 7. *Street Signs.* Street identification signs shall be provided according to applicable City requirements.

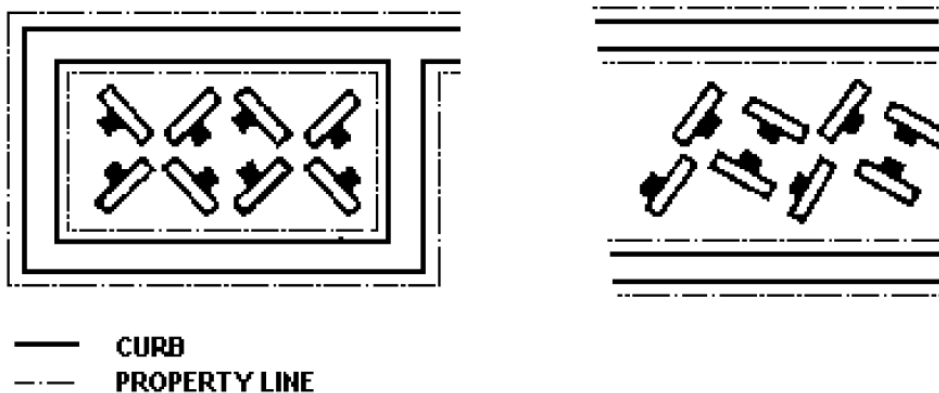
8. **Fire Access.** Access for fire protection services shall permit fire apparatus to approach within 100 feet of each dwelling. In addition, each manufactured dwelling space shall have direct access to a street to permit emergency escape. This access shall be an unobstructed area not less than 14 feet wide.

B. **Siting of Dwellings Within the Park.**

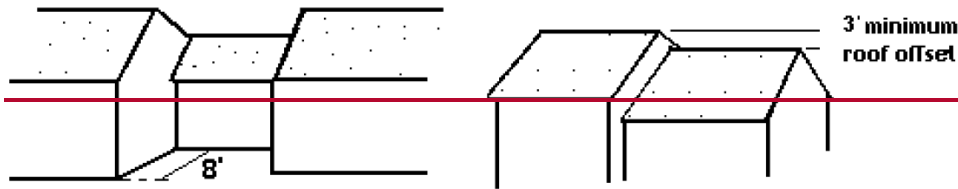
1. Dwellings shall have staggered setbacks from internal streets and a variety of living unit orientations such as ~~indicated~~ illustrated below. ~~The required~~ An offsets is required between each adjacent dwellings and shall be at least eight feet as measured perpendicular from the street. At least 25 percent of units shall be oriented perpendicular to the other units.



2. An alternative to the above is to utilize a uniform setback from internal streets but provide a substantial (greater than 30 degrees) acute or obtuse angle from the park street.



3. Each dwelling ~~should~~ shall include, at a minimum, two of the following design features:
- Dormers.
 - Gables.
 - Recessed entries.
 - Covered porch entries.
 - Pillars or posts.
 - Bay or bow windows.
 - Eaves of 12 inches or greater.
 - Off-set of 16 inches or greater on building face or roof.
4. No more than three identical units may be placed side by side.



C. *Public and Private Facilities.*

1. Each manufactured dwelling park space shall be provided with water, sanitary sewer, storm drainage and street facilities, natural gas services and underground electrical power, telecommunication, and cable television in accordance with the requirements of Chapter 15.20.
2. Applications for manufactured dwelling parks that would adjoin an open, natural drainageway or would be located in a floodplain shall be reviewed in accordance with Chapter 17.60, Flood, Slope and Hazard provisions.

D. *Play Areas.* Separate play areas shall be provided in all manufactured dwelling parks that accommodate children under 14 years of age unless each manufactured dwelling space has a minimum size of 4,000 square feet. Any required play area shall not be less than 2,500 square feet in area with no dimension less than 30 feet. There shall be at least 100 square feet of play area provided for each manufactured dwelling space ~~occupied by children~~. In the case of a large development, two or more play areas may be developed, provided that no individual play area is less than 2,500 square feet.

E. *Space Coverage.* A dwelling and any other attached or detached structures shall not occupy more than 60 percent of a manufactured dwelling space used in conjunction with such dwelling.

F. *Decks.* Each manufactured dwelling stand shall be provided with one or more, at least semi-private or private, outdoor living area adjacent to the dwelling, constructed of concrete, asphalt, flagstone, wood, or other ~~equivalent~~ hard surface material totaling at least 120 square feet of area and not less than eight feet wide in any dimension.

G. *Skirting.* Each mobile home or manufactured home located in a manufactured dwelling park shall have continuous skirting that, in design, color and texture, appears to be an integral part of the exterior walls or the foundation of the dwelling.

Sec. 17.96.70. Landscape plan.

A landscape plan is required prior to issuance of the building permit for the manufactured home-dwelling park. This plan shall be drawn to scale showing the location of existing trees and vegetation proposed for removal or retention on the site, the location and design of landscaped areas, the varieties, quantities, and sizes of trees and plant materials to be planted on the site, contour lines indicating any earth sculpting to be used, and other pertinent landscape information.

- A. *Plant Coverage and Maintenance.* Required landscape areas shall be covered by living plant material capable of attaining 90 percent ground coverage within fivefeet years and shall be continuously maintained and irrigated with permanent facilities sufficient to maintain the plant material.
- B. *Plantings in Perimeter Area.* In addition to the requirements specified in perimeter treatments above and in Chapter 17.92, Landscaping and Screening, landscaping shall be used to provide screening of decks and storage areas from the public roadway. Plant masses shall also be established between perimeter dwellings in order to reduce negative visual effects of roads and vehicle storage areas located within the park.
- C. *Plantings Along Park Street.*
 1. *Street Trees.* Street trees shall be provided in accordance with Chapter 17.92, Landscaping, Buffering, and Screening.
 2. *Planting Continuity.* ~~Similar s~~Street trees similar in appearance shall be repeated to provide continuity for street plantings. Repetition of landscape elements such as lighting fixtures, consistent fencing styles, or similar carpports ~~can~~shall complement this street tree pattern.
 3. *Street Focal Points.* The real or apparent end of a street (where a street makes a right turn) provides a focused view, which shall be heavily vegetated with trees and shrubs spaced no more than 15 feet on center, either with foreground plants or (as below) with background plants.



4. ~~Planting for Energy Efficiency. Appropriate plant materials shall be utilized to cool dwellings in the summer and help insulate them in the winter.~~

CHAPTER 17.98 PARKING, LOADING, AND ACCESS REQUIREMENTS²⁵

Sec. 17.98.00. Intent.

The intent of these regulations is to provide adequate capacity and appropriate location and design of parking and loading areas as well as adequate access to such areas. The parking requirements are intended to provide sufficient parking in close proximity for residents, guests/visitors, customers, and/or employees of various land uses. These regulations apply to both motorized vehicles (hereinafter referred to as vehicles) and bicycles.

Sec. 17.98.10. General provisions.

- A. *Provision and Maintenance.* The provision of required off-street parking for vehicles and bicycles and loading facilities for vehicles is a continuous obligation. Building permits or other permits will only be issued after review and approval of site plans showing location of permanent access, parking and loading facilities.
- B. *Unspecified Requirements.* Vehicle and bicycle parking requirements for [non-residential](#) uses not specified in this chapter shall be determined by the Director based upon the requirements of similar specified uses.
- C. *New Structure or Use.* When a structure is constructed or a new use of land is commenced, on-site vehicle and bicycle parking and loading spaces shall be provided in accordance with Section 17.98.20 below or as otherwise modified through or specific area plan.
- D. *Alteration of Existing Structures.* When an existing structure is altered to the extent that the existing use is intensified, on-site vehicle and bicycle parking shall be provided in the amount required for such intensification. Alteration of existing structures, increased intensity, and change in use per Sections 17.98.10.D., E. and F. does not apply to commercial uses in the Central Business District (C-1).
- E. *Increased Intensity.* When increased intensity ([e.g., adding floor area or dwelling units or changing to a use with a higher parking ratio](#)) requires no more than four vehicle spaces, no additional parking facilities shall be required. However, the effects of changes, additions, or enlargements shall be cumulative. When the net effect of one or more changes generates a need for more than four spaces, the additional required spaces shall be provided. Additional spaces shall be required for the intensification but not for the original use.
- F. *Change in Use.* When an existing structure or use of land is changed in use from one use to another use as listed in Section 17.98.20 below and the vehicle and bicycle parking requirements for each use type are the same; no additional parking shall be required. However, where a change in use results in an intensification of use in terms of number of vehicle and bicycle parking spaces required, additional parking space shall be provided in an amount equal to the difference between the number of spaces required for the existing use and number of spaces required for the more intensive use.
- G. *Time of Completion.* Required parking spaces and loading areas shall be improved and available for use prior to issuance of a temporary certificate of occupancy and/or final building inspection or final certificate of occupancy.
- H. *Inoperative Motor Vehicles.* In all residential zoning districts, all motor vehicles incapable of movement under their own power or lacking legal registration shall be completely screened from public view.

²⁵Editor's note(s)—Pre-publication, this chapter was last revised by Ord. No. 2020-06, effective May 6, 2020. Any amendments occurring post-publication have a history note in parenthesis at the bottom of the amended section.

- I. *Truck Parking.* In all residential zoning districts, no overnight parking of trucks or other equipment on wheels or tracks exceeding a one-ton capacity used in the conduct of a business activity shall be permitted except vehicles and equipment necessary for farming on the premises where such use is conducted.
- J. *Mixed Uses.* In the case of mixed uses, the total required vehicle and bicycle parking shall be the sum of requirements of individual uses computed separately.
- K. *Conflicting Parking Requirements.* When a building or use is planned or constructed in such a manner that more than one standard is applicable, the use that requires the greater number of parking spaces shall govern.
- L. *Availability of Parking Spaces.* Required vehicle and bicycle parking spaces shall be unobstructed, available for parking of vehicles and bicycles of residents, customers, patrons, and employees only, and shall not be used for storage of vehicles or materials or for parking of vehicles and bicycles used in conducting the business or use and shall not be used for sale, repair, or servicing of any vehicle or bicycle.
- M. *Residential Parking Analysis Plan.* A Residential Parking Analysis Plan shall be required for all new residential subdivisions, and partitions to include a site plan depicting all of the following:
1. Location and dimension of required parking spaces as specified in Section 17.98.200.
 2. Location of areas where parking is not permitted as specified in Sections 17.98.200.A.3. and A.5.
 3. Location and design of parking courts (if applicable).
- N. *Location of Required Parking.*
1. Off-street vehicle parking required for single family dwellings (both attached and detached) and duplexes shall be provided on the development site of the primary structure. At least two off-street vehicle parking spaces for detached single family homes and duplexes shall be located side-by-side. Tandem parking is only permitted for parking spaces that are not required to meet the minimum off-street parking requirements. Except where permitted by Section 17.98.40 below, required parking for all other uses in other districts shall be provided on the same site as the use or upon abutting property.
 2. Bicycle parking required for all uses in all districts shall be provided on the development site in accordance with Section 17.98.160 below.
- O. *Unassigned Parking in Residential Districts.*
1. Multi-family dwelling units with more than ten required vehicle parking spaces shall provide unassigned parking. The unassigned parking shall consist of at least 15 percent of the total required parking spaces and be located to be available for use by all occupants and guests of the development. [Tandem spaces and spaces in a garage shall not qualify as unassigned parking spaces.](#)
 2. Multi-family dwelling units with more than ten required bicycle parking spaces may provide shared outdoor bicycle parking. The shared bicycle parking shall consist of at least 15 percent of the total required parking spaces and be located such that they are available for shared use by all occupants and guests of the development [\(i.e., shall not be restricted to access by only certain buildings or occupants\).](#)
- P. *Fractions.* When the sum of the required vehicle and bicycle parking spaces is a fraction of a space (0.5 or more of a space) a full space shall be required.
- Q. *Maximum Parking Allowed.* Commercial or Industrial zoned properties shall not be permitted to exceed the minimum off-street vehicle parking required by Section 17.98.20 by more than 30 percent.

(Ord. No. 2021-03 , § 9(Exh. I), 5-17-2021; Ord. No. 2021-16 , § 14(Exh. M), 8-16-2021)

Sec. 17.98.20. Off-street parking requirements.

A. *Off-Street Parking Requirements.* Off street parking shall conform to the following standards:

1. Commercial uses in the Central Business District (C-1) are exempt from off street parking requirements. Residential uses in the Central Business District (C-1) have to provide off street parking per this section but may get a reduction per Section 17.98.30.B.
2. All square footage measurements are gross square feet of total floor area.
3. 24 lineal inches of bench shall be considered one seat.
4. Except as otherwise specified, parking for employees shall be provided based on one space per two employees for the largest shift in addition to required parking specified in subsections 8.—11. below.
5. Where less than five parking spaces are required, then only one bicycle space shall be required except as otherwise modified in subsections 8.—11. below.
6. In addition to requirements for residential off-street parking, new dwellings shall meet the on-street parking requirements in Section 17.98.200.
7. Non-residential uses that rely on square footage for determining parking requirements may reduce the overall square footage of the use by deducting bathrooms, mechanical rooms, and other auxiliary rooms as approved by the Director.
- 8.

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

9.

Community Service, Institutional and Semi-Public Uses	Number of Parking Spaces	Number of Bicycle Spaces
Administrative Services	1 per 400 sq. ft., plus 1 per 2 employees	5% or 2 whichever is greater
Community Recreation Buildings, Library, or Museum	1 per 250 sq. ft., plus 1 per 2 employees	5% or 2 whichever is greater
Church, Chapel, Auditorium, or Fraternal Lodge without eating and drinking facilities	1 per 4 fixed seats or 1 per each 50 sq. ft. of public assembly area	5% or 2 whichever is greater

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(Supp. No. 1, Update 5)

	where there are no fixed seats, plus 1 per 2 employees	
Hospitals	1 per examine room or bed, and 1 per 4 seats in waiting room or chapel, plus 1 per 2 employees	5% or 2 whichever is greater
Commercial Daycare	2 for the facility, plus 1 per employee on the largest shift	2
School—Preschool/Kindergarten	2 per classroom, plus 1 per 2 employees	2
School—Elementary or Middle School/Junior High	2 per classroom, plus 1 per 2 employees	5% or 2 whichever is greater
School—Senior High, Vocational or College	6 per classroom, plus 1 per employee on the largest shift	5% or 2 whichever is greater
Transit transfer stations and park-and-ride lots	<u>0</u>	<u>4</u>

10.

Commercial Uses	Number of Parking Spaces	Number of Bicycle Spaces
Retail Sales, General or Personal Services, Professional Offices, Shopping Centers, Grocery Stores, Convenience Stores	1 per 400 sq. ft., plus 1 per 2 employees	5% or 2 whichever is greater
Retail Sales of Bulky Merchandise (examples: furniture or motor vehicles)	1 per 1,000 sq. ft., plus 1 per 2 employees	2
Eating or Drinking Establishments	1 per 250 sq. ft. of gross floor area or 1 per 4 fixed seats or stools, plus 1 per 2 employees	5% or 2 whichever is greater
Funerals and Interment Services: Crematory and Undertaking Interring and Cemeteries are exempt	1 per 4 fixed seats or 1 space for each 50 sq. ft. of public assembly area where there are no fixed seats, plus 1 per 2 employees	2
Fuel Sales (without store)	1 per employee on the largest shift	2
Medical or Dental Office or Clinic	1 per examine room or bed, and 1 per 4 seats in waiting room, plus 1 per 2 employees	5% or 2 whichever is greater
Participant Sports or Recreation: Indoor or Outdoor; Spectator Sports; Theater or similar use	1 per 4 fixed seats or 1 space per 4 participants based on projected participant capacity, plus 1 per 2 employees	5% or 2 whichever is greater
Campground or RV Park	1 per designated space, plus 1 visitor space for each 8 designated spaces, plus 1 per 2 employees	Exempt
Hotel or Motel	1 per guest room or suite, plus 1 per 2 employees	2

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11.

Industrial Uses	Number of Parking Spaces	Number of Bicycle Spaces
Sales, Storage, Rental, Services and Repairs of: Agricultural and Animals Automotive/Equipment Fleet Storage Light Equipment Non-operating vehicles, boats and recreational vehicles Building Equipment	1 per 1,000 sq. ft., plus 1 per 2 employees	2
Sales, Storage, Rental, and Repairs of: Heavy Equipment, or Farm Equipment	1 per 1,000 sq. ft., plus 1 per 2 employees	2
Storage, Distribution, Warehousing, or Manufacturing establishment; trucking freight terminal	1 per employee on the largest shift	2

(Ord. No. 2021-03 , § 9(Exh. I), 5-17-2021)

Sec. 17.98.30. Reduction of parking requirements.**A. Transit Amenity Reduction.**

1. Any existing or proposed use in the C-2, C-3, or I-1 Zoning Districts subject to minimum parking requirements and located within 400 feet of an existing transit route may reduce the number of required parking spaces by up to ten percent by providing a transit stop and related amenities including a public plaza, pedestrian sitting areas, or additional landscaping provided such landscaping does not exceed 25 percent of the total area dedicated for transit oriented purposes.
2. [Uses qualifying for a reduction under Subsection A.1., may reduce the number of](#) Required parking spaces ~~may be reduced~~ at a ratio of one parking space for each 100 square feet of transit amenity space provided above and beyond the minimum requirements.
3. Uses ~~that, which~~ are not eligible for these reductions, include truck stops, building materials and lumber sales, nurseries and similar uses not likely to be visited by pedestrians or transit customers.

B. Residential Uses in the Central Business District and Village Commercial District Reduction. Required off-street parking for residential uses in the C-1 and C-3 Zoning District may be reduced by 25 percent.**Sec. 17.98.40. Shared use of parking facilities.**

- A. Except for single family dwellings (both attached and detached) and duplexes, required parking facilities may be located on an adjacent parcel of land or separated only by an alley or local street, provided the adjacent parcel is maintained in the same ownership as the use it is required to serve or a shared parking agreement that can only be released by the Director is recorded in the deed records of Clackamas County.
- B. In the event that several parcels occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements for the uses computed separately.

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- C. Required parking facilities for two or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the needs of the facilities do not materially overlap (e.g., uses primarily of day time versus night time uses) and provided that such right of joint use is evidenced by a deed, lease, contract or similar written instrument recorded in the deed records of Clackamas County establishing such joint use.

Sec. 17.98.50. Setbacks.

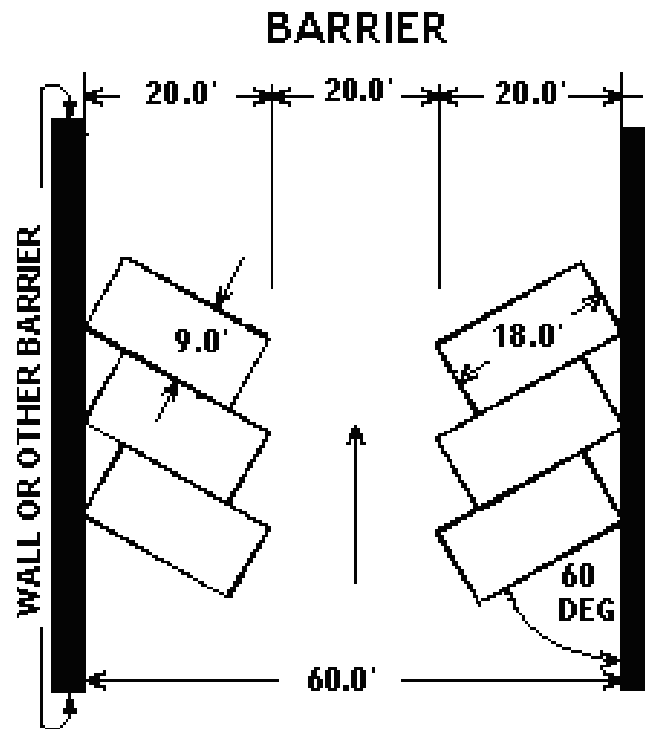
- A. Parking areas, which abut a residential zoning district, shall meet the setback of the most restrictive adjoining residential zoning district.
- B. Required parking shall not be located in a required front or side yard setback area abutting a public street except in industrial districts. For single family and duplexes, required off-street parking may be located in a driveway.
- C. Parking areas shall be setback from a lot line adjoining a street the same distance as the required building setbacks. Regardless of other provisions, a minimum setback of five feet shall be provided along the property fronting on a public street. The setback area shall be landscaped as provided in this Code.

Sec. 17.98.60. Design, size and access.

All off-street parking facilities, vehicular maneuvering areas, driveways, loading facilities, accessways, and private streets shall conform to the standards set forth in this section.

- A. *Parking Lot Design.* All areas for required parking and maneuvering of vehicles shall have a ~~durable hard surface such as~~ made of concrete or asphalt.
- B. *Size of Space.*
 1. A standard parking space shall be a minimum of nine feet wide by 18 feet in length.
 2. A compact parking space shall be a minimum of eight feet wide by 16 feet in length.
 3. Accessible parking spaces shall be nine feet by 18 feet and include an adjacent access aisle meeting ORS 447.233. Access aisles may be shared by adjacent spaces. Accessible parking shall be provided for all uses in compliance with the requirements of the State of Oregon (ORS 447.233) and the Americans with Disabilities Act.
 4. Parallel parking spaces shall be a length of 22 feet.
 5. No more than 40 percent of the parking stalls shall be compact spaces.
 6. Parking spaces that do not conform to the dimensional standards in Subsections 1-5 shall be reviewed through the procedures in Chapter 17.66 of the Sandy Development Code.
- C. *Aisle Width.*

Parking Aisle	Single Sided One-Way	Single Sided Two-Way	Double Sided One-Way	Double Sided Two-Way
90 degree	20 feet	22 feet	25 feet	25 feet
60 degree	20 feet	20 feet	20 feet	20 feet
45 degree	20 feet	20 feet	20 feet	20 feet
Parallel	12 feet	12 feet	16 feet	16 feet



D. Pedestrian Circulation.

1. [Pedestrian circulation shall be provided in the form of pathways in all new off-street parking lots. Pathways shall connect sidewalks adjacent to parking lots to the entrances of new buildings.](#)
2. [Crosswalks. Where a pathway crosses a parking area or driveway \("crosswalk"\), it shall be clearly identified with pavement markings or contrasting paving materials \(e.g., pavers, light-color concrete inlay between asphalt, or similar contrast\). The crosswalk may be part of a speed table to improve driver-visibility of pedestrians.](#)
3. [Pathway Width and Surface. Pedestrian pathways shall be constructed in accordance with the sidewalk construction standards in the Utility Standard Details adopted by the City in 2004. Multi-use pathways \(i.e., designed for shared use by bicyclists and pedestrians\) shall be concrete or asphalt and shall conform to the Utility Standard Details.](#)

Sec. 17.98.70. On-site circulation.

- A. Groups of more than three parking spaces shall be permanently striped. Accessible parking spaces and accompanying access aisles shall be striped regardless of the number of parking spaces.
- B. *Backing and Maneuvering.* Except for a single family dwelling, duplex, or accessory dwelling unit, groups of more than three parking spaces shall be provided with ~~adequate~~ aisles or turnaround areas so that all vehicles enter the right-of-way (except for alleys) in a forward manner. Parking spaces shall not have backing or maneuvering movements for any of the parking spaces occurring across public sidewalks or within any public street, except as approved by the City Engineer. Evaluations of requests for exceptions shall consider constraints due to lot patterns and impacts to the safety and capacity of the adjacent public street, bicycle and pedestrian facilities.

Sec. 17.98.80. Access ~~management~~to arterial and collector streets.

A. Access Spacing. All proposed development shall have access to a public right-of-way. Spacing requirements for access points and intersections are shown in the City of Sandy 2023 Transportation System Plan Tables 5 and 6 and in the following tables:

Table 17.98.80.A.1: Minimum Access Spacing Standards for City Street Facilities

Cross-Section	Major Arterial	Minor Arterial	Collector	Local Street
Distance between public streets	5,280 feet	5,280 feet	2,640 feet	400-600 feet
Minimum driveway spacing (public street to driveway and driveway to driveway)	See Table 17.98.80.A.2	400 feet or 200 with restricted right-in/right-out access	300 feet or 150 with restricted right-in/right-out access	20 feet
Note: All distances measured from center to center of adjacent approaches.				

Table 17.98.80.A.2: Minimum Access Spacing Standards for Highway 26

Speed limit	Urban Expressway	Urban	STA ¹
> 55	2,640 feet	1,320 feet	n/a
50	2,640 feet	1,100 feet	n/a
40 & 45	2,640 feet	800 feet	n/a
30 & 35	n/a	500	See footnote
< 25	n/a	350 feet	See footnote
¹ Minimum access management spacing for public road approaches is the existing city block spacing or the city block spacing as identified in the local comprehensive plan. Public road connections are preferred over private driveways and in STAs driveways are discouraged. However, where driveways are allowed and where land use patterns permit, the minimum access management spacing for driveways is 175 feet (55 meters) or mid-block if the current city block is less than 350 feet (110 meters).			
Note: All distances measured from center to center of adjacent approaches.			

B.A. Location and design of all accesses to and/or from arterials and collectors (as designated in the 2023 City of Sandy Transportation System Plan) are subject to review and approval by the City Transportation Engineer or Public Works Director. Where ~~practical, access spacing requirements on a collector or arterial cannot be met,~~ access from a lower functional order street may be required. ~~Accesses to arterials or collectors shall be located a minimum of 150 feet from any other access or street intersection.~~ Exceptions may only be granted as part of a discretionary review, when approved by the City Engineer. Evaluations of exceptions shall consider posted speed of the street on which access is proposed, constraints due to lot patterns, and effects on safety and capacity of the adjacent public street, bicycle and pedestrian facilities.

C.B. No development site shall be allowed more than one access point to any arterial or collector street (as designated in the 2023 City of Sandy Transportation System Plan) except as approved by the City Transportation Engineer or Public Works Director as part of a discretionary review. Evaluations of exceptions shall be based on a traffic impact analysis and parking and circulation plan and consider posted speed of street on which access is proposed, constraints due to lot patterns, and effects on safety and capacity of the adjacent public street, bicycle and pedestrian facilities.

~~D~~C. When developed property is to be expanded or altered in a manner that significantly affects on-site parking or circulation (i.e., removes or changes the location of driveways, parking spaces, or drive aisles), both existing and proposed accesses shall be reviewed under the standards in ~~A~~B and ~~B~~C above. As a part of an expansion or alteration approval, the City may require relocation and/or reconstruction of existing accesses not meeting those standards.

E. The City or other agency with access permit jurisdiction has the authority to require the closing or consolidation of existing curb cuts or other vehicle access points, recording of reciprocal access easements (i.e., for shared driveways), developing a frontage street, installing traffic control devices, and/or other mitigation as a condition of granting an access permit to ensure the safe and efficient operation of the street and highway system.

Sec. 17.98.90. Access to unimproved streets.

- A. *Access to Unimproved Streets.* ~~At the Director's discretion~~ ~~d~~Development ~~may occur~~ without access to a City standard street may only occur when that development constitutes infill on an existing substandard public street, and when an exception is requested by the applicant and approved by the Director as part of a discretionary review. A condition of development shall be that the property owner signs an irrevocable petition for street improvements and/or a declaration of deed restrictions agreeing to future completion of street improvements. The form shall be provided by the City and recorded with the property through the Clackamas County Recorder's Office. This shall be required with approval of any of the following applications:
1. Land partitions.
 2. Conditional uses.
 3. Building permits for new non-residential construction or structural additions to non-residential structures (except accessory development).
 4. Building permits for new residential units.

Sec. 17.98.100. Driveways.

- A. A driveway to an off-street parking area shall be improved from the public right-of-way to the parking area a minimum width of 20 feet for a two-way drive or 12 feet for a one-way drive, but in either case not less than the full width of the standard approach for the first 20 feet of the driveway.
- B. A driveway for a single-family dwelling or duplex shall have a minimum width of ten feet. The total width for one or more driveway approaches within the public right-of-way shall not exceed 24 feet in width measured at the bottom of the curb transition. A driveway approach shall be constructed in accordance with applicable city standards and the entire driveway shall be paved with asphalt or concrete. ~~Shared~~ ~~d~~Driveway approaches may be ~~required for~~ shared by adjacent lots in cul-de-sacs in order to ~~maximize room~~ meet requirements for street trees planting and ~~minimize conflicts with~~ utility facilities (power and telecom pedestals, fire hydrants, streetlights, meter boxes, etc.).
- C. Driveways, aisles, turnaround areas and ramps shall have a minimum vertical clearance of 12 feet for their entire length and width, ~~but s~~ Such clearance may be reduced in parking structures as if approved by the Director as part of a discretionary review.
- D. No driveway shall exceed a grade of 15 percent at any point along the driveway length, measured from the right-of-way line to the face of garage or furthest extent of the driveway. For any driveway that exceeds a grade of 8.3 percent, a staircase or ramp made of concrete or exterior grade wood shall be installed that connects the primary entrance of a building to the sidewalk.

-
- E. The nearest edge of a driveway approach shall be located a minimum of 15 feet from the point of curvature or tangency of the curb return on any street.
 - F. The sum of the width of all driveway approaches within the bulb of a cul-de-sac as measured in section B., above shall not exceed 50 percent of the circumference of the cul-de-sac bulb. The cul-de-sac bulb circumference shall be measured at the curb line and shall not include the width of the stem street. The nearest edge of driveway approaches in cul-de-sacs shall not be located within 15 feet of the point of curvature, point of tangency or point of reverse curvature of the curb return on the stem street.

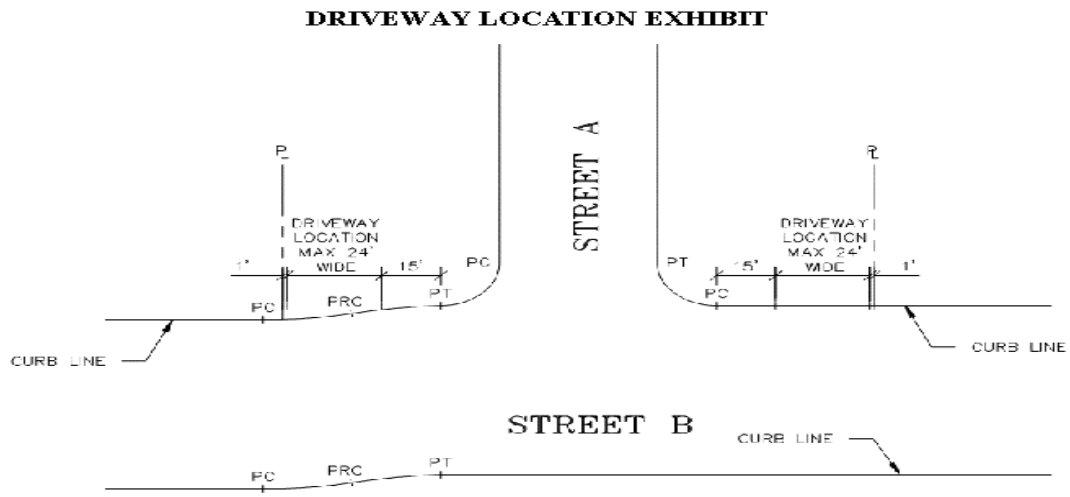
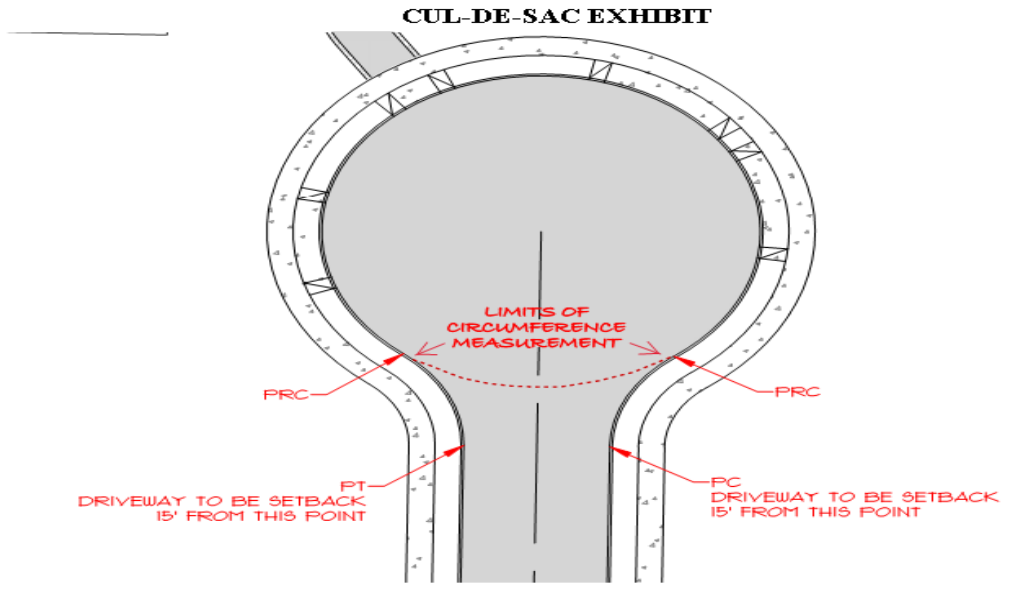
Acronyms on the next page:

PT = point of tangency

PC = point of curvature

PRC = point of reverse curvature

- G. The location and design of any driveway approach shall provide for unobstructed sight per the vision clearance requirements in Section 17.74.30. Requests for exceptions to these requirements [may be made as part of a discretionary review and](#) will be evaluated by the City Engineer considering the physical limitations of the lot and safety impacts to vehicular, bicycle, and pedestrian traffic.
- H. Driveways shall taper to match the driveway approach width to prevent stormwater sheet flow from traversing sidewalks.



(Ord. No. 2021-03 , § 9(Exh. I), 5-17-2021)

Sec. 17.98.110. Vision clearance.

- A. Except within the Central Business District, vision clearance areas shall be provided at intersections of all streets and at intersections of driveways and alleys with streets to promote pedestrian, bicycle, and vehicular safety. The extent of vision clearance to be provided shall be determined from standards in Chapter 17.74. For non-residential applications, and for residential applications processed through discretionary review, the determination of required vision clearance area shall and taking take into account functional classification of the streets involved, type of traffic control present at the intersection, and designated speed for the streets.
- B. Traffic control devices, streetlights, and utility installations meeting approval by the City Engineer are permitted within vision clearance areas.

Sec. 17.98.120. Landscaping and screening.

- A. Screening of all parking areas containing four or more spaces and all parking areas in conjunction with an off-street loading facility shall be required in accordance with zoning district requirements and Chapter 17.98. Where not otherwise specified by district requirement, screening along a public right-of-way shall include a minimum five feet depth of buffer plantings adjacent to the right-of-way.
- B. When parking in a commercial or industrial district adjoins a residential zoning district, a sight-obscuring screen that is at least 80 percent opaque when viewed horizontally from between two and eight feet above the average ground level shall be required. The screening shall be composed of materials that ~~are an adequate size so as to~~ will achieve the required degree of screening within three years after installation.
- C. Except for a residential development which has landscaped yards, parking facilities shall include landscaping to cover not less than ten percent of the area devoted to parking facilities. The landscaping shall be uniformly distributed throughout the parking area and may consist of trees, shrubs, and ground covers.
- D. Parking areas shall be divided into bays of not more than 20 spaces in parking areas with 20 or more spaces. Between, and at the end of each parking bay, there shall be planters that have a minimum width of five feet and a minimum length of 17 feet for a single depth bay and 34 feet for a double bay. Each planter shall contain one ~~major structural~~ tree with a canopy when mature that is at least 20 feet wide and ground cover. Truck parking and loading areas are exempt from this requirement.
- E. Parking area setbacks shall be landscaped with ~~major~~ trees, shrubs, and ground cover as specified in Chapter 17.92.
- F. Wheel stops, bumper guards, or other methods to protect landscaped areas and pedestrian walkways shall be provided. No vehicle may project over a property line or into a public right-of-way. Parking may project over an internal sidewalk, but a minimum clearance of five feet for pedestrian circulation is required.

Sec. 17.98.130. Paving.

- A. Parking areas, driveways, aisles, and turnarounds shall be paved with concrete, asphalt, or comparable surfacing, constructed to City standards for off-street vehicle areas.
- B. Where remodeling, alteration or addition is proposed on a site with existing gravel-surfaced parking areas, driveways, aisles, or turnarounds, the following standard shall be met:
No building permit shall be issued for remodeling, alteration or addition to any building or structure when the estimated cost thresholds in Subsections B.1. or B.2., below, are exceeded on any site with vehicle areas that do not meet the standards in Subsection A., unless the applicant agrees to pave such vehicle areas to the standards in Subsection A. in conjunction with the construction activity related to the building permit.
 1. Single-family and duplex dwellings: The estimated cost of the remodeling, alteration or addition exceeds 50 percent of the value of the building or structure before such remodeling, alteration or addition is commenced.
 2. Multi-family, commercial, and industrial development: The estimated cost of the remodeling, alteration or addition exceeds 20 percent of the value of the building or structure before such remodeling, alteration or addition is commenced.
- ~~C~~B. Gravel surfacing shall be permitted only for areas designated for non-motorized trailer or equipment storage, propane or electrically powered vehicles, or storage of tracked vehicles.

Sec. 17.98.140. Drainage.

Parking areas, aisles and turnarounds shall ~~have adequate provisions made~~ provide for the on-site collection of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-way and abutting private property, [in compliance with Title 13 of the Sandy Municipal Code and the 2020 City of Portland Stormwater Management Manual, as adopted by the City of Sandy.](#)

Sec. 17.98.150. Lighting.

The Dark Sky Ordinance in Chapter 15 of the municipal code applies to all [exterior](#) lighting. Artificial lighting shall be provided in all required off-street parking areas [and bicycle parking areas in compliance with SMC Chapter 15.30.](#) ~~Lighting shall be directed into the site and shall be arranged to not produce direct glare on adjacent properties. Light elements shall be shielded and shall not be visible from abutting residential properties. Lighting shall be provided in all bicycle parking areas so that all facilities are thoroughly illuminated and visible from adjacent sidewalks or vehicle parking lots during all hours of use.~~

Sec. 17.98.160. Bicycle parking facilities.

Multi-family developments, industrial, commercial and community service uses, transit transfer stations, and park and ride lots shall meet the following standards for bicycle parking facilities. The intent of this section is to provide secure bicycle parking that is visible from a building's primary entrance and convenient to bicyclists.

A. Location.

1. Bicycle parking shall be located on-site, ~~convenient to primary building entrances,~~ and have direct access to both the public right-of-way and to the ~~main primary~~ entrance of the primary structure. [The nearest bicycle parking space shall be located within 50 feet of at least one primary building entrance, as measured along the most direct pedestrian access route.](#)
2. Bicycle parking areas shall be visible from building interiors ~~where possible~~ [through at least one window.](#)
3. For facilities with multiple buildings or parking lots, bicycle parking shall be located ~~either: in areas of greatest use and convenience to bicyclists.~~
 - a. [Within 50 feet of a primary entrance as measured along the most direct pedestrian access route, and distributed to serve all primary buildings; or](#)
 - b. [If the bicycle parking area is more than 50 feet from a main entrance, it must be in a shared bicycle parking location along a pedestrian path or access way.](#)
4. If the bicycle parking area is located within the vehicle parking area, the bicycle facilities shall be separated from vehicular maneuvering areas by curbing, [bollards, or landscaping](#) ~~or other barrier~~ to prevent damage to parked bicycles.
5. Curb cuts shall be installed to provide ~~safe, convenient~~ access to bicycle parking areas.

B. Bicycle Parking Space Dimensions.

1. Each required bicycle parking space shall be at least two and one-half feet by six feet. If bicycle parking is covered, vertical clearance of seven feet shall be provided.
2. An access aisle of at least five feet wide shall be provided and maintained beside or between each row of bicycle parking. Vertical or upright bicycle storage structures are exempted from the parking space length.

C. *Security.*

1. Bicycle parking facilities shall offer security in the form of either a lockable enclosure in which the bicycle can be stored or a stationary object (i.e., a "rack") upon which the bicycle can be located.
2. "Bicycle rack" means a device to which bicycles can be securely attached and locked for parking purposes.
3. Bicycle racks requiring user-supplied locks shall ~~accommodate~~ be designed so that the bicycle frame and one wheel can be locked to a rigid portion of the rack with a ~~both cable and~~ U-shaped locks.
4. Bicycle racks shall be securely anchored to the ground or a structure ~~with tamper-resistant hardware~~ and shall be designed to ~~support the bicycle at two points, including the frame~~ hold bicycles securely.
5. Shelter from precipitation is encouraged for a All outdoor bicycle parking facilities, ~~shall provide adequate shelter from precipitation where possible.~~ If more than 20 bicycle parking spaces are required, at least 25 percent of the spaces shall be covered or enclosed. If covered, the overhead clearance shall be at least 7 feet. Coverage can be provided through roof extensions, overhangs, awnings, arcades, carports, or enclosures.

- D. *Signing.* Where bicycle facilities are not directly visible from the public right-of-way, primary structure entry, or civic space then directional signs shall be provided to direct bicyclists to the bicycle parking facility.
- E. *Exemptions.* Temporary uses and other uses identified in Section 17.98.20 as not requiring bicycle parking are exempt from Section 17.98.160.

Sec. 17.98.170. Carpool and vanpool parking.

New industrial, commercial, and community service uses with more than 100 employees shall meet the following minimum requirements for carpool and vanpool parking.

- A. *Number and Marking.* At least ten percent of the employee parking spaces shall be marked and signed for use as a carpool/vanpool space. The carpool/vanpool spaces shall be clearly marked "Reserved—Carpool/Vanpool Only."
- B. *Location.* Designated carpool/vanpool parking spaces shall be the closest employee parking spaces to the building entrance normally used by employees except for any handicapped spaces provided.

Sec. 17.98.180. School design requirements.

A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of a school having a capacity greater than 50 students.

Sec. 17.98.190. Off-street loading facilities.

- A. All commercial and industrial uses that anticipate loading and unloading of products/materials shall provide an off-street area for loading/unloading of products/materials.
- B. The required loading berth shall be not less than ten feet in width by 35 feet in length and shall have an unobstructed height clearance of 14 feet.
- C. Loading areas shall be screened from public view from public streets. The loading areas shall be screened from adjacent properties except in industrial districts and shall require the same screening as parking lots.
- D. Sufficient space for turning and maneuvering of vehicles shall be provided on the site in accordance with the standard specifications established by the City Engineer.

Sec. 17.98.200. Residential on-street parking requirements.

A. *Residential On-Street Parking Requirements.* Residential on-street parking shall conform to the following standards:

1. In addition to required off-street parking, all new residential subdivisions and partitions shall provide one on-street parking space within 300 feet of each single family residence or duplex except as provided in Section 17.98.200.A.6. below. The 300 feet shall be measured [in terms of walking distance](#) from the primary entrance of the dwelling. Accessory dwelling units, multi-family developments, and conversions of single-family homes to duplexes are exempt from this standard.
2. The location of residential on-street parking shall be reviewed for compliance with this section through submittal of a Residential Parking Analysis Plan as required in Section 17.98.10.M.
3. Residential on-street parking shall not obstruct required clear vision areas and shall not violate any local or state laws.
4. Parallel residential on-street parking spaces shall be a minimum of 22 feet in length.
5. Residential on-street parking shall be measured along the curb from the outside edge of a driveway wing or curb cut. Parking spaces shall be set back a minimum of 15 feet from the point of tangency or curvature at an intersection and may not be located within ten feet of a fire hydrant.
6. Portions of residential on-street parking required by this section may be provided in parking courts that are interspersed throughout a development when the following standards are met:
 - a. No more than ten parking spaces shall be provided in a parking court, except parking courts that utilize backing movements into the right-of-way in which case the parking court shall be limited to two parking spaces;
 - b. Parking spaces within a parking court shall be nine feet wide and 18 feet in depth. In no instance shall a vehicle or any appurtenances parked in a parking court protrude into the public right-of-way;
 - c. Notwithstanding Section 17.98.70, vehicles parked in a parking court on a local street as defined in the [2023 City of Sandy](#) Transportation System Plan are permitted to back onto the public right-of-way from the parking court so long as the parking court is limited to two parking spaces;
 - d. A parking court shall be located within 300 feet of the dwellings requiring parking in accordance with the requirements of Section 17.98.10.M.;
 - e. No more than two parking courts shall be provided within a block, with only one parking court provided along a block face;
 - f. A parking court shall be paved in compliance with the standards of this chapter and constructed to the grading and drainage standards in 17.98.140;
 - g. A parking court adjacent to a public right-of-way, ~~shall be privately owned and maintained;~~
 - h. ~~If a parking court is adjacent to a~~ [or](#) private drive, ~~it~~ shall be privately owned and maintained. For any parking court there shall be a legal recorded document which includes:
 - A legal description of the parking court;
 - Ownership of the parking court;
 - Use rights; and

- A maintenance agreement and the allocation and/or method of determining liability for maintenance of the parking court;

h. A parking court shall be used solely for the parking of operable passenger vehicles.

(Ord. No. 2021-03 , § 9(Exh. I), 5-17-2021; Ord. No. 2021-16 , § 14(Exh. M), 8-16-2021)

CHAPTER 17.100 LAND DIVISION²⁶

Sec. 17.100.00. Intent.

The intent of this chapter is to provide procedures, regulations, and design standards for subdivisions, partitions, replats, middle housing land divisions, and property line adjustments. The City of Sandy requires orderly and efficient land division patterns supported by a connected system of streets, sidewalks, park facilities, trails, fiber (broadband), water supply, sanitary sewer, and stormwater drainage facilities.

The division of land is the initial step in establishing Sandy's ultimate development pattern. The framework of streets, blocks, and individual lots is implemented through the land division process. Density, dimensional standards of lots, setbacks, and building height are established in applicable zoning district regulations.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.10. General provisions.

- A. No land shall be divided prior to approval of a minor partition, major partition, replat, middle housing land division, or subdivision in accordance with Title 17 of the Sandy Municipal Code.
- B. No sale or conveyance of any portion of a lot, other than for a public purpose, shall leave a structure on the remainder of a lot with less than the minimum lot size, density, or setback requirements of the zoning district, with the exception of lots created through the middle housing land division process.
- C. Land division is processed by approval of a tentative plan prior to approval and recording of the final land division plat. Where a Type II or Type III procedure is required for land division approval, that procedure shall apply to the tentative plan approval. The Director has the authority to review a final plat for a land division through a Type I procedure to determine whether the plat complies with the approved tentative plat and conditions.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.20. Land division classification—Type I, II or III procedures.

- A. *Type I Land Division (Property Line Adjustment)*. Property line adjustments shall be a Type I procedure if the resulting parcels comply with standards of the zoning district and this chapter.
- B. *Type I Land Division (Minor Partition)*. A partition shall be a Type I procedure if the land division does not create a street and the resulting parcels comply with the standards of the zoning district and this chapter.
- C. *Type II Land Division (Major Partition or Subdivision)*. A partition or subdivision shall be a Type II procedure when a street is extended, satisfactory street conditions exist, the resulting parcels/lots comply with the standards of the zoning district, and the criteria for partitions and subdivisions in this chapter. Satisfactory street conditions exist when the Director determines all of the following are met:

²⁶Editor's note(s)—Pre-republication, this chapter was last revised by Ord. No. 2020-24, effective September 21, 2020. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

1. Existing streets that are stubbed to the property boundaries are connected and extended through to the property boundaries of the subject property.
 2. The land division does not create traffic volumes that exceed average daily traffic (ADT) standards for local streets as detailed in Chapter 17.10, Definitions.
 3. The proposed street layout provides collector and arterial streets substantially as depicted in the ~~2023~~2023 City of Sandy Transportation System Plan, [Figure 11](#). “Substantially as depicted” means that the streets’ proposed location is within 100 feet of the depicted location in any direction.
 4. The proposed partition or subdivision provides, as applicable, a street pattern that meets the dimensional standards for blocks as required in Chapter 17.100 and ~~for~~ provides street cross-sections that meet the width requirements as detailed in Chapter 17.10, Definitions.
- D. *Type II Land Division (Minor Replat)*. A minor replat of an existing platted subdivision shall be a Type II procedure when the street(s) are existing and no extension or reconstruction/realignment is necessary, the replat does not increase the allowable density, the resulting parcels comply with the standards of the zoning district and this chapter, and the replat involves no more than six lots. Regardless of the number of lots, any replat involving the creation, extension, or modification of a street shall be processed as a major replat.
- E. *Middle Housing Land Division*. A middle housing land division is a land division for a duplex built in accordance with ORS ~~197.758~~197A.420. A middle housing land division results in the creation of separate units of land for each dwelling unit of the duplex, or to create a separate unit of land for an Accessory Dwelling Unit. Following the land division, the units of land resulting from a Middle Housing Land Division shall collectively be considered a single lot along with the parent lot for all planning and zoning purposes except platting and property transfer.
- F. *Type III Land Division (Major Partition or Subdivision)*. A partition or subdivision shall be a Type III procedure if unsatisfactory street conditions exist, the resulting parcels/lots do not comply with the standards of the zoning district, the partition or subdivision does not meet the criteria in this chapter, or the applicant is requesting one or more variances. The Director shall determine that unsatisfactory street conditions exist if one or more of the following are proposed:
1. Existing streets that are stubbed to the property boundaries are not connected and extended through to the property boundaries of the subject property.
 2. The land division creates traffic volumes that exceed average daily traffic (ADT) standards for local streets as detailed in Chapter 17.10, Definitions.
 3. The proposed street layout does not provide collector and arterial streets substantially as depicted in the ~~2023~~2023 City of Sandy Transportation System Plan, [Figure 11](#). “Substantially as depicted” means that the streets’ proposed location is within 100 feet of the depicted location in any direction.
 4. The proposed partition or subdivision does not provide a street pattern that meets the dimensional standards for blocks as required in Chapter 17.100 and/or does not provide street cross-sections that meet the width requirements as detailed in Chapter 17.10, Definitions.
- G. *Type III Land Division (Major Replat)*. A major replat involves the realignment of property lines involving more than six lots, even if the major replat does not increase the allowable density. All parcels resulting from the replat must comply with the standards of the zoning district and this chapter. Any replat involving the creation, extension, or modification of a street shall be processed as a major replat.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.30. Property line adjustment.

Approval of a property line adjustment is required to move or eliminate a common boundary line between two parcels or lots. A Type I property line adjustment is not considered a development action for purposes of determining whether parkland dedication or right-of-way dedication is required.

- A. *Preapplication Conference.* The applicant for a property line adjustment shall participate in a preapplication conference with City staff to discuss procedures for approval, applicable state and local requirements, objectives and policies of the Sandy Comprehensive Plan, and the availability of services. A preapplication conference is required.
- B. *Application Requirements.* Property line adjustment applications shall be made on forms provided by the City and shall be accompanied by:
 1. Two copies of the property line adjustment map at least 11 inches by 17 inches in size;
 2. The required fees;
 3. Narrative explaining the application; and,
 4. Electronic copy of all materials.
- C. *Map Information.* The property line adjustment map and narrative shall include the following:
 1. The names, addresses, email addresses, and phone numbers of the owner(s) of the subject parcels and authorized representative;
 2. Scale of drawing, north arrow, and date;
 3. Legal description of the property;
 4. Dimensions and size of the parcels or lots involved in the property line adjustment, existing and proposed;
 5. Approximate locations of structures, utilities, rights-of-way, and easements;
 6. Points of driveway access, existing and proposed;
 7. Natural features, including waterways, drainage areas, significant vegetation, and rock outcroppings, [and including features detailed in DSL's Statewide Wetlands Inventory and ODFW's Conservation Opportunity Areas maps](#); and,
 8. Topography, including identification of land exceeding a 25 percent slope.
- D. *Approval Criteria.* The Director shall approve a request for a property line adjustment if the following criteria are satisfied:
 1. No additional parcels are created.
 2. All parcels meet the density requirements and dimensional standards of the base zoning district.
 3. Access, utilities, easements, and future collector and arterial streets as identified in the ~~2011~~ [2023](#) Transportation System Plan are not adversely affected by the property line adjustment.
 4. Existing streets that are stubbed to the property boundaries can be connected and extended in the future.
- E. *Final Approval.* Three paper copies of the final map shall be submitted within two years of approval of the property line adjustment. The final map shall include a boundary survey, which complies with ORS Chapters 92 and 209. The approved final map, along with required deeds, must be recorded with Clackamas County.

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(Supp. No. 1, Update 5)

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.40. Minor and major partitions and replats.

Approval of a partition or replat is required for a land division of three or fewer parcels in a calendar year. Partitions or replats that do not require creation or extension of a street for access are classified as a Type I, minor partition or replat. Partitions or replats that require creation or extension of a street for access are classified as Type II, major partitions or replats.

- A. *Preapplication Conference.* The applicant for a minor or major partition or replat shall participate in a preapplication conference with City staff to discuss procedures for approval, applicable state and local requirements, objectives and policies of the Sandy Comprehensive Plan, and the availability of services. A preapplication conference is required.
- B. *Application Requirements.* Partition or replat applications shall be made on forms provided by the City and shall be accompanied by:
 1. Two copies of the tentative plan for the minor or major partition or replat;
 2. The required fees;
 3. Any data or narrative necessary to explain the application;
 4. List of and two sets of mailing labels for affected property owners (if Type II, III, or IV), [pursuant to Sections 17.22.10 and 17.22.20](#); and,
 5. Electronic copy of all materials.
- C. *Tentative Partition Plan or Replat.* The tentative partition plan or replat shall be a minimum of 11 inches by 17 inches in size and shall include the following information:
 1. Scale of drawing, north arrow, and date;
 2. Name and address of the owner of record and of the person who prepared the partition plan or replat;
 3. Zoning, size, and dimensions of the property to be partitioned or replatted;
 4. Size, dimensions, and identification of proposed parcels (i.e., Parcel 1, Parcel 2, Parcel 3);
 5. Approximate location of any structures on the property to be partitioned or replatted, including setbacks to proposed parcel boundaries;
 6. Location, names, and widths of streets, sidewalks, and bikeways within the property to be partitioned or replatted and extending 1,000 feet beyond the property boundaries;
 7. Location, width, and purpose of existing and proposed easements on the property to be partitioned or replatted;
 8. Location and size of sanitary sewer, water, and stormwater drainage facilities proposed to serve the property to be partitioned or replatted;
 9. Natural features, including waterways, drainage areas, significant vegetation, and rock outcroppings, [and including features detailed in DSL's Statewide Wetlands Inventory and ODFW's Conservation Opportunity Areas maps](#);
 10. Topography, including identification of land exceeding a 25 percent slope;
 11. [Tree preservation plan detailing building footprints and critical root zones of trees proposed for retention](#);

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(Supp. No. 1, Update 5)

- ~~124~~. A plan for future parcel redivision, if the proposed parcels are large enough to be redivided under the comprehensive plan or zoning designation.
- D. *Approval Criteria.* The Director or Planning Commission shall review the tentative plan for a minor partition, major partition, or replat based on the classification procedure (Type I, II or III) and the following approval criteria:
1. The proposed partition or replat meets the density requirements, setbacks, and dimensional standards for all lots in the base zoning district or zoning districts if multiple zoning districts exist in the proposed partition or replat.
 2. The proposed partition or replat meets the requirements of the Bornstedt Village Overlay (BVO), if the proposed partition or replat is located in the BVO, or other specific area plan, if the proposed partition or replat is located in another specific plan area, as required in Chapter 17.54.
 3. The proposed partition or replat meets the requirements of hillside development as required in Chapter 17.56.
 4. The proposed partition or replat meets the requirements of the flood and slope hazard overlay district as required in Chapter 17.60.
 5. The proposed partition or replat meets the additional setback standards on collector and arterial streets as required in Chapter 17.80.
 6. The proposed partition or replat meets the building orientation standards on transit streets as required in Chapter 17.82.
 7. The proposed partition or replat meets all improvement standards for sidewalks, pedestrian connections including tracts and easements, bicycle facilities, water facilities, sanitary sewer facilities, stormwater facilities, and all other standards as required in Chapter 17.84.
 8. The proposed partition or replat includes the dedication of land, or a fee in-lieu of land as required in Chapter 17.86 and the 2022 Parks and Trails Master Plan.
 9. The proposed partition or replat will meet the requirements of Chapter 17.90 at the time of ~~building~~house construction.
 10. The proposed partition or replat meets the landscaping requirements of Chapter 17.92.
 11. The proposed partition or replat provides on-street parking, off-street parking, driveway spacing, and driveway widths as required in Chapter 17.98.
 12. The proposed partition or replat provides tree retention as required in Chapter 17.102.
 13. The proposed partition or replat provides a street pattern that meets the dimensional standards for blocks as required in Chapter 17.100 and street cross-sections that meet the width requirements as detailed in Chapter 17.10, Definitions.
 14. The proposed street layout includes the siting of all collector and arterial streets substantially as depicted in the ~~2011-2023~~ Transportation System Master Plan, [Figure 11. "Substantially as depicted" means that the streets' proposed location is within 100 feet of the depicted location in any direction.](#)
 15. The proposed street improvements, including sidewalks, planter strips or swales, street trees, street lighting, curbs, asphalt, and vehicular and bicycle lanes and striping, are consistent with Figures ~~618~~ through ~~1324~~ of the ~~2011-2023~~ Transportation System Master Plan. The improvements shall be constructed to the standards described in the Oregon Standard

Specifications for Construction (OSSC) 2021 (or most recent revision) and the AASHTO Policy on Geometric Design of Highways and Streets (Green Book)—2018 (or most recent revision).

16. The proposed partition or replat is consistent with the design standards set forth in this chapter.
- ~~17. The proposed street pattern is connected and consistent with the Comprehensive Plan or official street plan for the City of Sandy.~~
- ~~17~~¹⁸. The proposed partition or replat creates traffic volumes that do not exceed average daily traffic (ADT) standards for local streets as detailed in Chapter 17.10, Definitions.
- ~~18~~¹⁹. The proposed subdivision includes utilities that meet the requirements of the [2022](#) City of Sandy Water System Master Plan and the City of Sandy Wastewater System Facilities Plan.
- ~~19~~²⁰. The proposed partition or replat includes the installation of all utilities underground, including electric, natural gas, fiber, telecommunication lines, water, and sanitary sewer, and the required easements for such utilities.
- E. *Conditions.* The Director or Planning Commission may require dedication of land and easements and may specify such conditions or modifications of the tentative partition plan or replat as ~~deemed~~ necessary [to ensure compliance with the applicable standards and criteria](#).
- F. *Approval of Tentative Partition Plan or Replat.* When a tentative partition plan or replat has been approved, all copies shall be marked with the date and conditions of approval. One copy shall be returned to the applicant, one copy shall be sent to the county, and one copy shall be retained by the City.
- G. *Tentative Plat Expiration Date.* [The final plat shall be delivered to the Director for approval within two years following approval of the tentative plat, and shall incorporate any modification or condition required by approval of the tentative plat. The Director may, upon written request, grant an extension of the tentative plat approval for up to one additional year. The one-year extension by the Director is the maximum extension that may be granted for a partition or replat.](#)
- H. *Submission of Final Plat.* [The applicant shall survey the partition or replat and prepare a final plat in conformance with the tentative plat approval and the requirements of ORS Chapter 92.](#)
- I. *Information on Plat.* [In addition to information required for the tentative plat or otherwise specified by state law, the following information shall be shown on the final plat for the partition or replat:](#)
- [1. Tract boundary lines, right-of-way lines of streets, and property lines with dimensions, bearings, or deflection angles and radii, arcs, points of curvature, and tangent bearings. All bearings and angles shall be shown to the nearest one-second and all dimensions to the nearest 0.01 foot. If circular curves are proposed in the plat, the following data must be shown in table form: curve radius, central angles, arc length, and bearing of long chord.](#)
 - [2. Easements denoted by fine dotted lines, clearly identified and, if already of record, their recorded references. If an easement is not definitely located of record, a statement of the easement shall be given. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the subdivision shall be shown. If the easement is being dedicated by the plat, it shall be properly referenced in the owner's certificates of dedication.](#)
 - [3. Any building setback lines if more restrictive than the City zoning ordinance.](#)
 - [4. Location and purpose for which sites, other than residential lots, are dedicated or reserved.](#)
 - [5. Easements and any other areas for public use dedicated without any reservation or restriction.](#)
 - [6. A copy of any deed restrictions and restrictive covenants written on the face of the plat or prepared to record with the plat with reference on the face of the plat.](#)

7. The following certificates that may be combined where appropriate:
- a. A certificate signed and acknowledged by all parties having any recorded title interest in the land, consenting to the preparation and recording of the plat.
 - b. A certificate signed and acknowledged as above, dedicating all land intended for public use except land that is intended for the exclusive use of the lot owners in the plat, their licensees, visitors, and tenants.
 - c. A certificate with the seal of and signed by the engineer or the surveyor responsible for the survey and final plat.
 - d. Other certificates now or hereafter required by law.
8. Supplemental Information with Plat. The following data shall accompany the final plat:
- a. A preliminary title report issued by a title insurance company in the name of the owner of the land, showing all parties whose consent is necessary and their interest in the land.
 - b. Sheets and drawings showing the following:
 - i. Traverse data including the coordinates of the boundary of the plat and ties to section corners and donation land claim corners, and showing the error of closure, if any.
 - ii. The computation of distances, angles, and courses shown on the plat.
 - iii. Ties to existing monuments, proposed monuments, adjacent subdivisions, street corners, and state highway stationing.
 - c. A copy of any deed restrictions or recorded covenants applicable to the partition or replat.
 - d. A copy of any dedication requiring separate documents.
 - e. A list of all taxes and assessments on the land which have become a lien on the land.
 - f. A certificate by the applicant's engineer that the applicant has complied with the improvement requirements.
9. Certification by the Public Works Director or by the owner of a privately owned domestic water supply system that water will be available to the property line of each and every lot depicted in the final plat.
- J.G.** *Approval Signatures for Final Partition Plan or Replat.* Following review and approval of a final partition plan or replat, the Director shall:
1. Review Plat for Accuracy. The Director may require field investigations to verify that the plat survey is accurate. The applicant shall be notified and afforded an opportunity to make corrections if needed.
 2. Sign the plat to certify that the map is approved.
 3. Notify the applicant that the partition map or replat and accompanying documents have been approved and are ready for recording with the Clackamas County Recorder.
 4. Deliver the signed original to the applicant who shall deliver the original for recording at the County Recorder's office.
- K.H.** *Effective Date for Final Partition Map Approval.* The partition or replat shall become final upon recording of the approved partition map or replat together with any required documents from the land use decision with the County Recorder. Work specifically authorized following tentative approval may

take place prior to processing of the final partition map or replat. The documents effectuating a partition or replat shall become null and void if not recorded with the County Recorder within one year following approval.

4. *Improvements.* The same improvements shall be installed to serve each parcel of a partition or replat as required of a subdivision. Improvement standards are set forth in Chapter 17.84.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.50. Middle housing land divisions.

- A. *Applicability.* When land which has been, or is proposed to be, developed for middle housing is proposed to be partitioned or subdivided so that each dwelling unit will be located on its own separate lot, the partition or subdivision shall be processed as a middle housing land division pursuant to this section, in-lieu of the standards and procedures otherwise applicable to partitions and subdivisions included under this chapter.
- B. *Procedure Type.* Unless an applicant requests that the application be reviewed as a Type II administrative review, a middle housing land division shall be processed as an expedited land division as provided under ORS 197.360 through ORS 197.380.
- C. *Submittal Requirements.* An application for a middle housing land division shall include the following:
1. The information required under Section 17.18.30;
 2. List and two sets of mailing labels for property owners within 100 feet of the subject property;
 3. Two copies of a site plan for the middle housing development as it relates to the existing lot. The site plan shall be a minimum of 11 inches by 17 inches in size and shall contain the following information:
 - a. Scale and north arrow;
 - b. The boundaries, dimensions, and area of the parent lot and resulting middle housing lots;
 - c. The location, width, and names of all existing streets, flag lot accessways, and public accessways abutting the perimeter of the lot;
 - d. The location, width, curve radius, grade, and names of all proposed streets, flag lot accessways, and public accessways;
 - e. The location and use of all existing and proposed buildings and accessory structures on the lot, indicating the setbacks to all property lines and adjacent on-site structures and identification of any structures that will be removed;
 - f. The location of all existing and proposed off-street parking and vehicle use areas;
 - g. Identification of vehicle, pedestrian, and bicycle parking and circulation areas, including handicapped parking spaces, and accessible routes of travel;
 - h. Driveway locations, bike paths, transit stops, sidewalks, and other bike and pedestrian pathways, curbs, and easements;
 - i. The location, height, and material of fences, berms, walls, and other existing and proposed screening;
 - j. The location of all existing trees and vegetation required to be protected under Section 17.60.40, Subsection 17.92.10.C., and Section 17.102.50; and
 - k. The location of all existing and proposed street trees required under Section 17.92.30;

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(Supp. No. 1, Update 5)

4. Two copies of a tentative plan map for the middle housing development as it relates to the proposed lots. The tentative plan map shall be a minimum of 11 inches by 17 inches in size and shall contain the following information:
 - a. A title block on each sheet indicating the names and addresses of the landowner; the names and addresses of the professional engineers or surveyors responsible for preparing the plan; the date; and the township, range, and section of the subject property;
 - b. Scale and north arrow;
 - c. The location of all property lines within 50 feet of the perimeter of the subject property;
 - d. The boundaries, dimensions, and area of each proposed lot;
 - e. The location, width, and names of all existing streets, flag lot accessways, and public accessways abutting the perimeter of the subject property;
 - f. The location, width, curve radius, grade, and names of all proposed streets, flag lot accessways, and public accessways;
 - g. The location and use of all buildings and accessory structures that will be located on each proposed lot, indicating the distance of such buildings and accessory structures to proposed lot lines and to adjacent structures on abutting lots.
 - h. The location of all existing and proposed easements necessary to serve the development;
 - i. The location, dimensions, and use of all existing and proposed public areas, including, but not limited to, stormwater management facilities and detention facilities;
 - j. The location of any ditches, waterways, detention facilities, sewage disposal systems, and wells on the subject property, indicating which facilities will remain and which will be removed or decommissioned; and
 - k. The location of any natural topographic features on the subject property, including, but not limited to, creeks, drainage ways as shown on the most recent USGS maps, wetlands as shown on the Local Wetland Inventory, and floodplains.
 4. A current title report for the property;
 5. A completed tree inventory detailing tree location, species, size (DBH), and condition as well as which, if any, trees are proposed for removal;
 6. A tree protection plan for trees required to be retained;
 7. A geological assessment or geo-technical report, if required by Chapter 17.56, or a certification from an engineering geologist or a geotechnical engineer that landslide risk on the site is low, and that there is no need for further landslide risk assessment;
 8. A preliminary grading plan depicting proposed site conditions following completion of the proposed development, when grading of the subject property is necessary to accommodate the proposed development.
 9. A utility plan showing the location of existing and proposed waterlines, sanitary sewer lines, and stormwater lines; and
 10. A description of the proposed stormwater management system, including pre and post construction conditions, prepared in accordance with the 2020 City of Portland Stormwater Management Manual.
- D. *Approval Criteria.* The Director shall review middle housing land division applications based on the procedure set forth in Chapter 17.18 and the following approval criteria:

1. A proposal for development of middle housing shall be in compliance with the Oregon Residential Specialty Code and land use regulations applicable to the original lot or parcel allowed under ORS ~~197.758~~[197A.420](#)(5);
 2. Separate utilities are provided for each dwelling unit;
 3. The following easements are shown for each dwelling unit on the tentative plan:
 - a. Easements necessary for locating, accessing, replacing and servicing all utilities;
 - b. Easements for pedestrian access from each dwelling unit to a public road;
 - c. Easements necessary for any common use areas or shared building elements; and
 - d. Easements necessary for any dedicated driveways or parking.
 4. The middle housing land division results in exactly one dwelling unit on each resulting lot or parcel, except for lots, parcels, or tracts used as common areas;
 5. The application demonstrates that buildings or structures on the middle housing lots created by the middle housing land division will comply with applicable building code provisions relating to new property lines, and, notwithstanding the creation of new lots or parcels, that structures or buildings located on the middle housing lots will comply with the Oregon Residential Specialty Code;
 6. The final plat shall include a notation indicating that the land division was approved through a middle housing land division and that the lots shall not be further divided;
 7. The final plat shall include a note indicating that neither a Homeowners Association nor Covenants, Conditions, and Restrictions can prohibit middle housing land division;
 8. The deed shall contain a reference to the final plat, which includes a notation that the land division was approved through a middle housing land division and that the lots shall not be further divided; and
 9. The proposal shall include street frontage improvements where a resulting lot or parcel abuts the street consistent with the ~~2011~~[2023](#) Transportation System Plan.
- E. *Conditions of Approval.* Conditions may not be placed on the approval of a middle housing land division except to:
1. Prohibit further division of the resulting lots;
 2. Prohibit the construction of an accessory dwelling unit on any of the resulting lots;
 3. Require dedication of right-of-way when an existing street abutting the property does not conform to the requirements of Section 17.10.30;
 4. Require boundary street improvements when an existing street abutting the property does not conform to the requirements of the adopted street section consistent with the ~~2011~~[2023](#) Transportation System Plan; and
 5. Require a notation on the final plat indicating that the approval of the land division was given under ORS 92.031.
- F. [Submission of Final Plat. The applicant shall survey the middle housing land division and prepare a final plat in conformance with the tentative plat approval and the requirements of ORS Chapter 92.](#)
- G. [Information on Plat. In addition to information required for the tentative plat or otherwise specified by state law, the following information shall be shown on the final plat for the middle housing land division:](#)
1. [Tract boundary lines, right-of-way lines of streets, and property lines with dimensions, bearings, or deflection angles and radii, arcs, points of curvature, and tangent bearings. All bearings and angles shall](#)

- be shown to the nearest one-second and all dimensions to the nearest 0.01 foot. If circular curves are proposed in the plat, the following data must be shown in table form: curve radius, central angles, arc length, and bearing of long chord.
2. Easements denoted by fine dotted lines, clearly identified and, if already of record, their recorded references. If an easement is not definitely located of record, a statement of the easement shall be given. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the subdivision shall be shown. If the easement is being dedicated by the plat, it shall be properly referenced in the owner's certificates of dedication.
 3. Any building setback lines if more restrictive than the City zoning ordinance.
 4. Location and purpose for which sites, other than residential lots, are dedicated or reserved.
 5. Easements and any other areas for public use dedicated without any reservation or restriction.
 6. A copy of any deed restrictions and restrictive covenants written on the face of the plat or prepared to record with the plat with reference on the face of the plat.
 7. The following certificates that may be combined where appropriate:
 - a. A certificate signed and acknowledged by all parties having any recorded title interest in the land, consenting to the preparation and recording of the plat.
 - b. A certificate signed and acknowledged as above, dedicating all land intended for public use except land that is intended for the exclusive use of the lot owners in the plat, their licensees, visitors, and tenants.
 - c. A certificate with the seal of and signed by the engineer or the surveyor responsible for the survey and final plat.
 - d. Other certificates now or hereafter required by law.
 8. Supplemental Information with Plat. The following data shall accompany the final plat:
 - a. A preliminary title report issued by a title insurance company in the name of the owner of the land, showing all parties whose consent is necessary and their interest in the land.
 - b. Sheets and drawings showing the following:
 - i. Traverse data including the coordinates of the boundary of the plat and ties to section corners and donation land claim corners, and showing the error of closure, if any.
 - ii. The computation of distances, angles, and courses shown on the plat.
 - iii. Ties to existing monuments, proposed monuments, adjacent subdivisions, street corners, and state highway stationing.
 - c. A copy of any deed restrictions or recorded covenants applicable to the partition or replat.
 - d. A copy of any dedication requiring separate documents.
 - e. A list of all taxes and assessments on the land which have become a lien on the land.
 - f. A certificate by the applicant's engineer that the applicant has complied with the improvement requirements.
 9. Certification by the Public Works Director or by the owner of a privately owned domestic water supply system that water will be available to the property line of each and every lot depicted in the final plat.

HF. *Expiration.* Tentative plan approval for a middle housing land division shall expire in three years, unless a final plat is approved within that timeframe.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022)

Sec. 17.100.60. Subdivisions.

Subdivision approval is required for a land division that creates four or more lots or parcels in a calendar year. A two-step procedure is required for subdivision approval: (1) tentative plat review and approval; and (2) final plat review and approval.

- A. *Preapplication Conference.* The applicant for a subdivision shall participate in a preapplication conference with City staff to discuss subdivision criteria, applicable state and local requirements, objectives and policies of the Sandy Comprehensive Plan, and the availability of utility services. The preapplication conference provides the opportunity to discuss the conceptual development of the property in advance of a formal submission of the tentative plan. A preapplication conference is required.
- B. *Application Requirements for a Subdivision.* Subdivision applications shall be made on forms provided by the Planning Division and shall be accompanied by:
1. Two copies of the tentative plat;
 2. Required fees, including third-party review fees;
 3. Preliminary title search;
 4. Any data or narrative necessary to explain the application;
 5. Existing zoning and proposed land use;
 6. One mailing list and two sets of mailing labels of affected property owners, [pursuant to Sections 17.22.10 and 17.22.20](#);
 7. Electronic copy of all materials;
 8. Two copies of the following supplementary materials, unless waived by the Director:
 - a. A vicinity map, showing adjacent property boundaries and how proposed streets may be extended to connect to existing streets;
 - b. Plan Set including the following sheets:
 - i. Existing conditions plan detailing the following:
 1. Ground elevations shown by contour lines at two-foot vertical intervals for ground slopes of less than ten percent and at ten-foot vertical intervals for ground slopes exceeding ten percent.
 2. Natural features such as marshes, rock outcroppings, watercourses on and abutting the property, and location of wooded areas, [and including features detailed in DSL's Statewide Wetlands Inventory and ODFW's Conservation Opportunity Areas maps.](#)
 3. Existing uses of the property, including location and present use of all existing structures to remain on the property after platting.
 - ii. Grading [plan depicting proposed site conditions following completion of the proposed development](#) and erosion control plan;

- iii. Utility plan detailing location of stormwater drainage, sanitary sewers, and water lines (existing and proposed) on and abutting the property. If utilities are not on or abutting the property, indicate the direction and distance to the nearest locations;
 - iv. [A description of the proposed stormwater management system, including pre and post construction conditions, prepared in accordance with the 2020 City of Portland Stormwater Management Manual;](#)
 - iv. Tree preservation plan detailing building footprints and critical root zones of trees proposed for retention;
 - vi. Street tree plan;
 - vii. Driveway approach plan;
 - viii. On-street parking plan;
 - ix. Stream, wetlands, and flood and slope hazard (FSH) overlay map detailing the following:
 1. Location, width, and direction of flow of all water courses.
 2. Approximate location of areas subject to periodic inundation or storm sewer overflow, and location of any floodplain or flood hazard district.
 3. Top of bank.
 4. FSH analysis area, FSH restricted development area, and required setbacks.
 - x. Slope analysis map identifying land exceeding a 25 percent slope.
 - xi. Future street plan in accordance with Subsection 17.100.100.C.
 - c. Arborist report and tree inventory [detailing tree location, species, size \(DBH\), and condition as well as which, if any, trees are proposed for removal;](#)
 - d. Traffic analysis in accordance with Section 17.84.50;
 - e. Wetland delineation, if applicable;
 - f. [Geological assessment or Geotechnical Report, if required by Chapter 17.56, or a certification from an engineering geologist or a geotechnical engineer that landslide risk on the site is low, and that there is no need for further landslide risk assessment;](#) and,
 - g. Proposed development phases, if applicable.
- C. *Format.* The Tentative Plat and Plan Set shall be drawn on a sheet 24 inches by 36 inches in size and at a scale of one inch equals 50 feet, one inch equals 40 feet, one inch equals 30 feet, or one inch equals 20 feet, unless an alternative format is approved by the Director at the preapplication conference. The application shall include one copy of a scaled drawing of the proposed subdivision, on a sheet eight and one-half inches by 11 inches, suitable for reproduction.
- D. *Data Requirements for Tentative Plat.*
1. Scale of drawing, north arrow, and date.
 2. Location of the subdivision by section, township and range, and a legal description sufficient to define the location and boundaries of the proposed tract.

3. Names, addresses, and telephone numbers of the owner(s) of the property, the engineer or surveyor, and the date of the survey.
 4. Streets: location, names, paved widths, alleys, and right-of-way (existing and proposed) on and within 400 feet of the boundaries of the property.
 5. Easements: location, widths, purpose of all easements (existing and proposed) on or serving the property.
 6. Location of at least one temporary bench mark within the tract boundaries.
 7. Lots and Blocks: approximate dimensions of all lots, minimum lot sizes, block length, and proposed lot numbers, and block numbers if applicable.
 8. Designation of land intended to be dedicated or reserved for public use, with the purpose, conditions, or limitations of such reservations clearly indicated.
- E. *Approval Criteria.* The Director or Planning Commission shall review the subdivision based on the classification procedure (Type II or III) set forth in Chapter 17.12 and the following approval criteria:
1. The proposed subdivision meets the density requirements, setbacks, and dimensional standards for all lots in the base zoning district or zoning districts if multiple zoning districts exist in the proposed subdivision.
 2. The proposed subdivision meets the requirements of the Bornstedt Village Overlay (BVO), if the proposed subdivision is located in the BVO, or other specific area plan, if the proposed subdivision is located in another specific plan area, as required in Chapter 17.54.
 3. The proposed subdivision meets the requirements of the hillside development as required in Chapter 17.56.
 4. The proposed subdivision meets the requirements of the flood and slope hazard overlay district as required in Chapter 17.60.
 5. The proposed subdivision meets the additional setback standards on collector and arterial streets as required in Chapter 17.80.
 6. The proposed subdivision meets the building orientation standards on transit streets as required in Chapter 17.82.
 7. The proposed subdivision meets all improvement standards for sidewalks, pedestrian connections including tracts and easements, bicycle facilities, water facilities, sanitary sewer facilities, stormwater facilities, and all other standards as required in Chapter 17.84.
 8. The proposed subdivision includes the dedication of land or a fee in-lieu of land as required in Chapter 17.86 and the 2022 Parks and Trails Master Plan.
 9. The proposed subdivision will meet the requirements of Chapter 17.90 at the time of ~~house~~ [building](#) construction.
 10. The proposed subdivision meets the landscaping requirements of Chapter 17.92.
 11. The proposed subdivision provides on-street parking, off-street parking, driveway spacing, and driveway widths as required in Chapter 17.98.
 12. The proposed subdivision provides tree retention as required in Chapter 17.102.
 13. The proposed subdivision provides a street pattern that meets the dimensional standards for blocks as required in Chapter 17.100 and street cross-sections that meet the width requirements as detailed in Chapter 17.10, Definitions.

14. The proposed street layout includes the siting of all collector and arterial streets ~~substantially~~ as depicted in the ~~2011-2023~~ Transportation System Master Plan, [Figure 11](#). “Substantially as depicted” means that the streets’ proposed location is within 100 feet of the depicted location in any direction.
 15. The proposed street improvements include sidewalks, planter strips or swales, street trees, street lighting, curbs, asphalt, and vehicular and bicycle lanes and striping that meets the construction standards as required in the ~~2011-2023~~ Transportation System Master Plan, [Figures 18-24](#)~~6-13~~.
 16. The proposed subdivision creates traffic volumes that do not exceed average daily traffic (ADT) standards for local streets as detailed in Chapter 17.10, Definitions.
 17. The proposed subdivision includes utilities that meet the requirements of the [2022](#) City of Sandy Water System Master Plan and the City of Sandy Wastewater System Facilities Plan.
 18. The proposed subdivision includes the installation of all utilities underground, including electric, natural gas, fiber, telecommunication lines, water, and sanitary sewer, and the required easements for such utilities.
 19. The proposed subdivision, if phasing is proposed, meets the following standards:
 - a. A proposed phasing plan shall be submitted with the subdivision land use application.
 - b. The proposed phasing plan shall include a time schedule for developing a site in phases, with all phases to be recorded by plat within five years from the date of tentative plat approval.
 - c. Public facilities shall be deemed substantially complete prior to construction of additional phases or as otherwise determined through a development agreement with a performance guarantee per Section 17.100.340.
 - d. The phased development shall not result in requiring the City or other property owners to construct public facilities that are required to accomplish additional phases in the subdivision.
- F. *Conditions.* A decision to approve a tentative plat may require dedication of land and easements, and may include such other conditions or modifications as necessary to ensure compliance with the applicable standards and criteria.
- G. *Improvements.* A detailed list of required improvements for the subdivision shall be set forth in the final order for the tentative plat.
- H. *Tentative Plat Expiration Date.* The final plat shall be delivered to the Director for approval within two years following approval of the tentative plat, and shall incorporate any modification or condition required by approval of the tentative plat. The Director may, upon written request, grant an extension of the tentative plat approval for up to one additional year. The one-year extension by the Director is the maximum extension that may be granted for a subdivision.
- I. *Submission of Final Plat.* The applicant shall survey the subdivision and prepare a final plat in conformance with the tentative plat approval and the requirements of ORS Chapter 92.
- J. *Information on Plat.* In addition to information required for the tentative plat or otherwise specified by state law, the following information shall be shown on the final plat for the subdivision:
1. Tract boundary lines, right-of-way lines of streets, and property lines with dimensions, bearings, or deflection angles and radii, arcs, points of curvature, and tangent bearings. All bearings and angles shall be shown to the nearest one-second and all dimensions to the nearest 0.01 foot. If

circular curves are proposed in the plat, the following data must be shown in table form: curve radius, central angles, arc length, and bearing of long chord.

2. Easements denoted by fine dotted lines, clearly identified and, if already of record, their recorded references. If an easement is not definitely located of record, a statement of the easement shall be given. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the subdivision shall be shown. If the easement is being dedicated by the plat, it shall be properly referenced in the owner's certificates of dedication.
3. Any building setback lines if more restrictive than the City zoning ordinance.
4. Location and purpose for which sites, other than residential lots, are dedicated or reserved.
5. Easements and any other areas for public use dedicated without any reservation or restriction.
6. A copy of any deed restrictions and restrictive covenants written on the face of the plat or prepared to record with the plat with reference on the face of the plat.
7. The following certificates that may be combined where appropriate:
 - a. A certificate signed and acknowledged by all parties having any recorded title interest in the land, consenting to the preparation and recording of the plat.
 - b. A certificate signed and acknowledged as above, dedicating all land intended for public use except land that is intended for the exclusive use of the lot owners in the subdivision, their licensees, visitors, and tenants.
 - c. A certificate with the seal of and signed by the engineer or the surveyor responsible for the survey and final plat.
 - d. Other certificates now or hereafter required by law.
8. *Supplemental Information with Plat.* The following data shall accompany the final plat:
 - a. A preliminary title report issued by a title insurance company in the name of the owner of the land, showing all parties whose consent is necessary and their interest in the land.
 - b. Sheets and drawings showing the following:
 - i. Traverse data including the coordinates of the boundary of the subdivision and ties to section corners and donation land claim corners, and showing the error of closure, if any.
 - ii. The computation of distances, angles, and courses shown on the plat.
 - iii. Ties to existing monuments, proposed monuments, adjacent subdivisions, street corners, and state highway stationing.
 - c. A copy of any deed restrictions or recorded covenants applicable to the subdivision.
 - d. A copy of any dedication requiring separate documents.
 - e. A list of all taxes and assessments on the land which have become a lien on the land.
 - f. A certificate by the applicant's engineer that the applicant has complied with the improvement requirements.
9. Certification by the Public Works Director or by the owner of a privately owned domestic water supply system that water will be available to the property line of each and every lot depicted in the final plat.

- K. *Technical Plat Review.* Upon receipt by the City, the plat and supplemental information shall be reviewed by the City Engineer and Director through a Type I procedure. The review shall focus on conformance of the final plat with the approved tentative plat, conditions of approval, and provisions of city, county, or state law applicable to subdivisions.
1. The City Engineer may make field checks as needed to verify that the final plat is sufficiently correct on the ground, and City representatives may enter the subdivision property for this purpose.
 2. If the City Engineer or Director determines that full conformance has not been made, they shall advise the applicant of the changes or additions that must be made and shall afford the applicant an opportunity to make the changes or additions.
 3. All costs associated with the technical plat review and recording shall be the responsibility of the applicant.
- L. *Approval of Final Plat.* The signatures of the Director and the City Engineer shall indicate approval of the final plat. After the plat has been approved by all City and Clackamas County officials, a digital copy of the plat and a digital copy of any recorded documents shall be delivered to the Director within 20 working days of recording.
- M. *Recording of Final Plat.* Approval of the plat by the City shall be conditioned on its prompt recording. The applicant shall, without delay, submit the plat to the county assessor and the county governing body for signatures as required by ORS 92.100. The plat shall be prepared as provided by ORS 92.080. Approval of the final plat shall be null and void if the plat is not submitted for recording within 30 days after the date the last required approving signature has been obtained.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2021-16 , § 15(Exh. N), 8-16-2021; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.70. Land division design standards.

All land divisions shall be in conformance with the requirements of the applicable base zoning district, Chapter 17.100, and other applicable provisions of Title 17 of the Sandy Municipal Code. The design standards in this section shall be used in conjunction with street design standards included in the [2011-2023](#) City of Sandy Transportation System Plan (Figures [186](#) through [2413](#)) and standards and construction specifications for public improvements as set forth in adopted Public Facilities Plans, including the [2022](#) City of Sandy Water System Master Plan and the City of Sandy Wastewater System Facilities Plan, and the Sandy Municipal Code, including Title 12 and Title 13.

(Ord. No. 2021-16 , § 15(Exh. N), 8-16-2021; Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.80. Reserved.

Editor's note(s)—Ord. No. 2022-07 , § 9(Exh. I), adopted May 2, 2022 and Ord. No. 2022-08 , § 1(Exh. A), adopted May 2, 2022, repealed § 17.100.80, which pertained to character of the land and derived from original Code material.

Sec. 17.100.90. Access control guidelines and coordination.

- A. Notice and coordination with ODOT is required. The City will coordinate and notify ODOT regarding all proposals for new or modified public and private accesses to Highway 26. A notice to ODOT is also required if the proposal is within 1,000 feet of Highway 26, Proctor Blvd., or Pioneer Blvd.
- B. It is the city policy to, over time, reduce noncompliance with the Oregon Highway Plan Access Management Policy guidelines. Reduction of noncompliance with the cited State standards means that all reasonable alternatives to reduce the number of accesses and avoid new non-complying accesses will be explored during the development review. The methods to be explored include, but are not limited to: closure, relocation, and consolidation of access; right-in/right-out driveways; crossover easements; and use of local streets, alleys, and frontage roads.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.100. Streets generally.

No subdivision or partition shall be approved unless the subdivision lots or partition lots have frontage or approved access to an existing public street. In addition, all streets shall be graded and improved in conformance with ~~the City's adopted~~ the construction standards and approved construction plans in Title 12 of the Sandy Municipal Code and the Utility Standard Details for Streets & Roads.

- A. *Street Connectivity.* The pattern of streets established through a land division must be a rectangular grid pattern connected to the existing city or county road system. The streets shall provide for multimodal transportation facilities including vehicles, bicycles, and pedestrians. For Type III Land Division, the traffic impact study required under Subsection 17.100.100.B. shall demonstrate that the proposed roadways create a logical, recognizable circulation pattern, and spread traffic over many streets so that key transportation facilities (particularly U.S. Highway 26) are not overburdened.
- B. *Transportation Impact Studies.* An applicant is required to prepare and submit a transportation impact study in accordance with the standards of Chapter 17.84 unless those standards exempt the application from the requirement.
- C. *Future Street Plan.* Future street plans are conceptual plans, street extensions, and street connections on land abutting proposed subdivisions and partitions. All applications for subdivision and partition shall provide a future street plan that shows the pattern of proposed streets within the boundaries of the proposed subdivision or partition, proposed connections to abutting land, and extension of streets to abutting land within a 1,000 foot radius of the subdivision, partition, or replat. The future street plan shall demonstrate that maximum block length standards in Section 17.100.120 will not be exceeded when streets are extended onto abutting land in the future.
- D. *Connections.* Except as permitted under Exemptions, all streets, alleys, and sidewalks shall connect to other streets, alleys, and sidewalks within the subdivision or partition and to existing and planned streets, alleys, and sidewalks outside the subdivision or partition, and to undeveloped properties that have no future street plan. Streets shall terminate at other streets, parks, and schools. Local streets shall align and connect with other streets when crossing collectors and arterials.

Proposed streets or street extensions shall be located to provide direct access to existing or planned transit stops, and existing or planned schools and parks.

- E. *Exemptions.*
 - 1. A future street plan is not required for partitions of residentially zoned land when none of the parcels may be redivided under existing minimum density standards.

2. When street connection standards are inconsistent with an adopted street spacing standard for arterials or collectors, a right turn-in/right turn-out only design including median control ~~may be approved~~ shall be an acceptable alternative to a full intersection. Where compliance with the standards would result in ~~unacceptable~~ sight distances that fall short of the current AASHTO Policy on Geometric Design of Highways and Streets, an accessway ~~may be approved in place of~~ shall be an acceptable alternative to a street connection.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.110. Street standards and classification.

Functional definitions of each street type are described in the ~~2011-2023~~ 2023 Transportation System Plan as summarized below. The descriptions below are intended to incorporate and implement the functional classifications in the ~~2011-2023~~ 2023 Transportation System Plan, Chapter ~~53~~ 5 and Figures ~~18-246-13~~.

- A. ~~Major-Principal~~ Principal arterials are designed to carry high volumes of through traffic, mixed with some unavoidable local traffic, through or around the city.
- B. Minor arterials are designed to collect and distribute traffic from major and minor arterials to neighborhood collectors and local streets, or directly to traffic destinations.
- ~~C. Residential minor arterials are a hybrid between minor arterial and collector type streets that allow for moderate to high traffic volumes on streets where over 90 percent of the fronting lots are residential.~~
- ~~C~~D. Collector streets are designed to collect and distribute traffic from higher type arterial streets to local streets or directly to traffic destinations. Right-of-way width shall not be less than 44 feet nor more than 78 feet (or 82 feet if it's a green street with swales on both sides).
- ~~D~~E. Local streets provide direct access to abutting property and connect to collector streets. Local streets shall be spaced no less than eight and no more than twelve streets per mile (i.e., spaced no less than 520 feet and no more 660 feet apart). Right-of-way width shall be 54 feet (or up to 60 feet if it's a green street with swales on both sides). Local streets shall not exceed the ADT standards set forth in Chapter 17.10, except that the ADT standard for local streets shall not apply to outright permitted development within the C-1 zone.
- E. Development within the Bornstedt Village Overlay is subject to the roadway standards in Section 17.54.120.
- F. The City may approve deviations from the street spacing standards in Section 17.100.110.A. to D. through an adjustment or variance pursuant to Chapter 17.66.
- ~~G~~F. Cul-de-sacs and dead-end streets ~~are prohibited.~~ shall only be used where the Director determines that street continuation is precluded by the following:
1. Existing development.
 2. Areas in the Flood and Slope Hazard (FSH) Overlay District pursuant to SDC Chapter 17.60.
 3. The street continuation would connect a Local Street with an Arterial Street, as defined in the 2023 City of Sandy Transportation System Plan, Table 4.
- H. Where the Director determines that a cul-de-sac or dead-end street is allowed pursuant to Section 17.100.110.G, all of the following standards shall be met:
1. The cul-de-sac shall be a minimum length of 200 feet and shall not exceed 400 feet, except where the Director through a Type II procedure determines that factors identified in Section 17.100.110(H) require a longer block length. The length of the block shall be measured along the

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centerline of the street from the near side of the intersecting street to the farthest point of the cul-de-sac.

2. The cul-de-sac or dead-end street shall provide pedestrian and bicycle access to adjacent streets with installation of a pathway in accordance with the 2004 Utility Standard Details and SDC Section 17.84.30 – Pedestrian and Bicycle Requirements.
3. The cul-de-sac shall terminate with a circular or hammer-head turnaround meeting the 2022 Oregon Fire Code.
4. The cul-de-sac shall not provide access to more than 25 dwelling units.

16. Alleys are designed to provide access to multiple dwellings in areas where lot frontages are narrow, driveway spacing requirements cannot be met, and lots abut transit streets.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.120. Blocks and accessways.

- A. *Blocks.* Blocks shall provide for two tiers of lots ~~at appropriate depths , and shall provide minimum intersection spacing of 150 feet.~~ However, exceptions to the block width shall be allowed for blocks that are adjacent to natural features.
- B. Blocks in the Single Family Residential zone, Low Density Residential zone, Medium Density Residential zone, High Density Residential zone, Central Business District zone, General Commercial zone, Village Commercial zone, and Industrial Park zone fronting local streets shall not exceed 400 feet in length. In situations where slopes in excess of 12 percent, perennial streams, or wetlands preclude a block length 400 feet or less, applicants may propose a longer block length as part of a discretionary land use review, provided that the proposed block length is no greater than needed to accommodate the slope or natural resource barrier.
- C. *Pedestrian and Bicycle Access Way Requirements.* In any block in a residential or commercial district over 600 feet in length, a pedestrian and bicycle accessway with a minimum improved surface of ten feet within a 15-foot right-of-way, tract, or easement shall be provided through the middle of the block. ~~To enhance public convenience and mobility, such accessways are required to connect to cul-de-sacs, or between streets and other public or semipublic lands.~~

(Ord. No. 2021-16 , § 15(Exh. N), 8-16-2021; Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.130. Easements.

A minimum eight-foot wide public utility easement shall be recorded along property lines abutting a right-of-way for all lots created by partition, replat, or subdivision. Where a partition, replat, or subdivision is traversed by an open channel watercourse, open channel drainage way, or open channel ~~or~~ stream, the land division shall provide a stormwater easement or drainage right-of-way in ~~substantial~~ alignment with the topography and channel of the watercourse at a width equivalent to the width of flow for a 25-year return interval rainfall event, plus 10 feet on each side~~necessary for water quality and quantity protection.~~

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.140. Public alleys.

- A. Public alleys shall have a minimum width of 20 feet. Structural section and surfacing shall conform to standards adopted by the City Council.
- B. For unimproved alleys, when division of land occurs or the thresholds in Chapter 15.20 are met, the abutting lot owner shall be responsible for completion of improvements to that portion of the alley abutting the property.
- C. Parking within the alley right-of-way is prohibited, except an alley with a minimum width of 28 feet is allowed to have parallel parking on one side of the alley if driveway access is limited to one side of the alley.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.150. Reserved.

Editor's note(s)—Ord. No. 2022-07 , § 9(Exh. I), adopted May 2, 2022 and Ord. No. 2022-08 , § 1(Exh. A), adopted May 2, 2022, repealed § 17.100.150, which pertained to residential shared private drives and derived from Ord. No. 2021-03 , adopted May 17, 2021.

Sec. 17.100.160. Reserved.

Editor's note(s)—Ord. No. 2022-07 , § 9(Exh. I), adopted May 2, 2022 and Ord. No. 2022-08 , § 1(Exh. A), adopted May 2, 2022, repealed § 17.100.160, which pertained to public access lanes and derived from original Code material.

Sec. 17.100.170. Flag lots.

Flag lots ~~may be created~~ are permitted only where it can be shown that there is adequate lot area to divide a property into two or more lots but there is not enough street frontage to meet the minimum frontage requirement for standard lots and where creation of a street is not necessary to meet connectivity standards ~~no other street access is possible to achieve the requested land division~~. The flag lot shall have a minimum street frontage of 20 feet for its accessway. The following requirements shall apply to flag lots:

- A. Setbacks applicable to the underlying zoning district shall apply to the flag lot.
- B. The access strip (pole) shall not be included when calculating the minimum lot size.
- C. The accessway shall have a minimum paved width of ten feet.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.180. Intersections.

- A. *Intersections.* Streets shall intersect at ~~right~~ angles of 75 to 105 degrees. In no circumstances shall a proposed intersection of two new streets be approved at an angle of less than 75 degrees. No more than two streets shall intersect at any one point. Intersections shall be spaced to maintain a minimum of 150 feet between the nearest edges of the two rights-of-way. Driveways located on a collector or arterial street shall maintain a minimum distance of 150 feet between the nearest edges of the driveway and a right-of-way that intersects with the collector or arterial street.
- B. *Curve Radius.* All ~~local and neighborhood collector~~ streets shall have a minimum curve radius (at intersections of rights-of-way) of ~~20~~ 28 feet, per Oregon Fire Code standards for fire apparatus access roads.

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~~When a local or neighborhood collector enters on to a collector or arterial street, the curve radius shall be a minimum of 30 feet.~~

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.190. Street and traffic control signs.

The type and location of traffic control signs, street signs, and/or traffic safety devices shall follow the Oregon Standard Details and traffic control signage size, materials, and placement shall conform to the requirements of the [FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition with Revision Numbers 1, 2, and 3, dated July 2022](#)~~2019 edition or most recent revision.~~

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.200. Street surfacing.

Public streets, including alleys, within a partition, replat, or subdivision shall be improved in accordance with the requirements of the Oregon Standard Specifications AASHTO Green Book or OSSC standards. All streets shall be paved with asphaltic concrete or Portland cement concrete surfacing.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.210. Street lighting.

Installation of a complete lighting system (including conduits, wiring, bases, poles, arms, and fixtures) shall be the financial responsibility of the property owner completing the partition, replat, or subdivision on all cul-de-sacs, local streets, collector streets, and arterial streets. Standards and specifications for street lighting shall conform to IESNA roadway illumination standards and the 2020 City of Sandy Streetlighting Guidelines.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.220. Lot design.

- A. The lot dimensions shall comply with the minimum standards of the Development Code as specified in the underlying zoning district, with the exception of a lot created through the middle housing land division process.
- B. The lot or parcel width ~~at the front building line~~ shall meet the requirements of the Development Code and shall abut a public street other than an alley for a width of at least 20 feet, with the exception of a lot created through the middle housing land division process.
- C. The creation of a lot with street frontage on two parallel sides of the lot is not allowed.
- D. Lots shall not take access from major arterials, minor arterials, or collector streets if access to a local street exists. When driveway access from major or minor arterials ~~may be~~ necessary for several adjoining lots, ~~the Director or the Planning Commission may require that~~ [and individual driveway accesses would not meet the minimum access spacing standards in Section 17.98.80](#), such lots [shall](#) be served by a common access drive in order to limit traffic conflicts on such streets.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.230. Water facilities.

[All water facility improvements shall comply with the 2022 City of Sandy Water System Master Plan and the 2016 Water Management and Conservation Plan.](#) Water lines and fire hydrants serving the partition, replat, or subdivision shall connect to City mainlines and be installed to provide adequate water pressure for domestic water, sanitation, and fire safety purposes. The facilities shall be designed by a professional engineer and must be approved by the City Engineer. The materials, sizes, and locations of water mains, valves, service laterals, meter boxes, and other required appurtenances shall be in accordance with American Water Works Association and the Oregon Standard Specifications for Construction and the Oregon Health Authority Drinking Water Services section. Fire flow requirements shall be based on the Clackamas County Interagency Fire Cde Application Guide.

If the City requires the applicant to install water lines in excess of eight inches, the City may participate in the oversizing costs. Any oversizing agreements shall be approved by the City Manager based upon City Council policy and dependent on budget constraints. If required water mains will directly serve property outside the subdivision, the City may enter into an agreement with the applicant setting forth methods for reimbursement by nonparticipating landowners for the proportionate share of the cost of construction per Chapter 12.14 of the Sandy Municipal Code.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.240. Sanitary sewers.

Sanitary sewers shall be installed to serve the [partition, replat, or](#) subdivision and to connect the [partition, replat, or](#) subdivision to existing mains. Design of sanitary sewers shall take into account the capacity and grade to allow for ~~desirable~~ extension beyond the [subdivision development, in compliance with Title 13 of the Sandy Municipal Code](#). The facilities shall be designed by a professional engineer and must be approved by the City Engineer.

If required sewer facilities will directly serve property outside the subdivision, the City may enter into an agreement with the subdivider setting forth methods for reimbursement by nonparticipating landowners for the proportionate share of the cost of construction per Chapter 12.14 of the Sandy Municipal Code.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.250. Surface drainage and storm sewer system.

- A. Drainage facilities shall be provided within the partition or subdivision that connect to off-site drainage ways or storm sewers. Design of the facilities shall [meet the requirements of Title 13 of the Sandy Municipal Code and the 2020 City of Portland Stormwater Management Manual, as adopted by the City of Sandy, and shall](#) take into account the location, capacity and grade necessary to maintain unrestricted flow from areas draining through the subdivision, and to allow extension of the system to serve such areas. The facilities shall be designed by a professional engineer and must be approved by the City Engineer.
- B. In addition to normal drainage design and construction, provisions shall be taken to handle any drainage from preexisting subsurface drain tile. The applicant's engineer shall investigate the location of drain tile and its relation to public improvements and building construction.
- C. The roof and site drainage from each lot shall be discharged to either curb face outlets (if minor quantity), to a public storm drain, or to a natural ~~acceptable~~ drainage way if adjacent to the lot.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.260. Underground utilities.

All subdivisions or major partitions shall include the installation of underground utilities (including electric, gas, fiber, telecommunication cable, water, and sanitary sewer). The utilities shall be installed pursuant to the requirements of the utility company.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.270. Sidewalks.

Sidewalks shall be installed on both sides of a public street. Sidewalks shall be a minimum width of five feet on local streets and a minimum width of six feet on collector and arterial streets. Sidewalks on Pioneer and Proctor Boulevards shall be installed in accordance with the dimensions and design detailed in Appendix F. Sidewalks on Pleasant Street shall be installed in compliance with the Pleasant Street Master Plan.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.280. Bicycle routes.

If ~~appropriate to~~necessary for the extension of a system of bicycle routes, existing or planned in the ~~2011~~2023 City of Sandy Transportation System Plan, Figure 134, the ~~Director or the Planning Commission shall require~~the installation of bicycle lanes within streets shall be required.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.290. Street trees.

The street tree plan shall provide street trees every 30 feet on center for all lots. In cases where driveways, streetlights, mailboxes, or other obstructions conflict with spacing street trees 30 feet on center, street trees shall be installed at a reduced spacing interval but in no case less than 15 feet on center. The street tree planting area shall meet the minimum standards specified in Section 17.92.10.D.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.300. Erosion control.

Grass seed planting shall be completed prior to September 30 of the calendar year on all lots upon which a dwelling has not been started but the ground cover has been disturbed. The seeds shall be of an annual rye grass variety and shall be sown at not less than four pounds to each 1,000 square feet of land area.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.310. Required improvements.

The following improvements shall be installed at no expense to the City, consistent with the standards of Chapter 17.84, Chapter 17.100, ~~2011-2023~~ Transportation System Master Plan, City of Sandy Street Tree Standard Planting Detail, 2020 Sandy Transit Master Plan, 2022 Water ~~Facilities System~~ Master Plan, Sanitary Sewer Master Plan, and Oregon Standard Details.

- A. Lot, street, and perimeter monumentation.

- B. Mailboxes and concrete slabs for mounting the mailboxes.
- C. Sanitary sewer lines, required pump stations, water distribution lines, and fire hydrants.
- D. Stormwater drainage facilities, including required plantings.
- E. Sidewalks, planter strips or swales or tree wells with decorative grates, ADA ramps, and truncated domes.
- F. Streetlight fixtures and electrical lines for the streetlights.
- G. Street name signs, traffic control devices, and traffic control signs.
- H. Street trees, including required stakes, ties, and mulch.
- I. Streets, including curbs and asphalt.
- J. Transit benches and concrete slabs for mounting benches.
- K. Underground communication lines, including broadband (fiber) for SandyNet and telecommunication lines. Franchise agreements will dictate whether telephone and cable lines are required.
- L. Underground electric and natural gas.
- M. Erosion control measures for all areas without improvements or landscaping.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.320. Improvement procedures.

Improvements installed by an applicant dividing land either as a requirement of these regulations or at their own option shall conform to the standards of Chapter 17.84 and improvement standards and specifications adopted by the City. Improvements shall be installed in accordance with the following general procedure:

- ~~A. Improvement work shall not start until plans have been checked for adequacy and approved by the City Engineer. To the extent necessary for evaluation of the proposal, improvement plans may be required before approval of the tentative plan of a partition or subdivision.~~
- AB. Improvement work shall not start until after the City is notified. If work is discontinued for any reason it shall not resume until the City is notified.
- BC. Improvements shall be constructed under the inspection and to the satisfaction of the City Engineer.
- CD. All improvements installed by the applicant shall be guaranteed for a period of two years following acceptance by the City Engineer. Such guarantee shall be secured by cash deposit in the amount of ten percent of the value of the improvements as approved by the City Engineer.
- DE. As-constructed plans in both digital and hard copy formats shall be filed with the City Engineer upon completion of the improvements.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.330. Options for improvements.

Before the signature of the City Engineer is obtained on the final partition or subdivision plat, the applicant shall install the required improvements, agree to install required improvements, or have gained approval to form an improvement district for installation of the improvements required with the tentative plat approval. These procedures are more fully described as follows:

- A. *Install Improvements.* The applicant may install the required improvements for the partition or subdivision prior to recording the final partition or subdivision plat. If this procedure is to be used, the partition or subdivision plat shall contain all the required certifications except the County Surveyor. The City shall keep the partition or subdivision plat until the improvements have been completed and approved by the City Engineer. Upon City Engineer's approval, the City shall forward the final partition or subdivision plat for certification by the County Surveyor and then to the County Clerk for recording; or
- B. *Agree to Install Improvement.* The applicant may execute and file with the City an agreement specifying the period within which required improvements shall be completed. The agreement shall state that if the work is not completed within the period specified, the City may complete the work and recover the full cost and expense from the applicant. A performance bond equal to ~~110~~130 percent of the value of the guaranteed improvements shall be required, [except when an alternative assurance is allowed under Section 17.100.340](#). Performance bonds shall be issued by a surety registered to do business in Oregon. The value of the guaranteed improvements may include engineering, construction management, legal, and other related expenses necessary to complete the work. The agreement may provide for the construction of the improvements in increments and for an extension of time under specified conditions; or
- C. *Form Improvement District.* The applicant may have all or part of the public improvements constructed under an improvement district procedure. Under this procedure the applicant shall enter into an agreement with the City proposing establishment of the district for improvements to be constructed, setting forth a schedule for installing improvements, and specifying the extent of the plat to be improved. The City reserves the right under the improvement district procedure to limit the extent of improvements in a partition or subdivision during a construction year and may limit the area of the final partition or subdivision plat to the area to be improved. The performance bond described in Subsection B. above shall be required under the improvement district procedure. The formation of a Local Improvement District (LID) is entirely at the discretion of the City Council.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

Sec. 17.100.340. Performance guarantee.

If the applicant chooses to utilize the options for improvements provided under Subsection 17.100.330.B. or C. above, the applicant shall provide a performance guarantee equal to ~~110~~130 percent of the cost of the improvements to assure full and faithful performance thereof, in one of the following forms:

- A. A surety bond executed by a surety company authorized to transact business in the state of Oregon in a form approved by the City Attorney.
- B. In lieu of the surety bond, the applicant may:
 - 1. Deposit with the City cash money to be released only upon authorization of the City Engineer and Director;
 - 2. Supply certification by a bank or other reputable lending institution that an irrevocable letter of credit in compliance with the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, UCP 600 or most current revision has been established to cover the cost of required improvements, to be released only upon authorization of the City Engineer and Director. The amount of the letter of credit shall equal ~~110~~130 percent of the value of the improvements to be guaranteed; or

C. [One or more award letters from public funding sources made to a subdivider who is subdividing the property to develop affordable housing, that is or will be subject to an affordability restriction as defined in ORS 456.250 or an affordable housing covenant as defined in ORS 456.270, if the awards total an amount greater than the project cost.](#)

~~D.~~ Such assurance of full and faithful performance shall be for a sum determined by the City Engineer as sufficient to cover the cost of required improvements, including related engineering and incidental expenses.

~~E.~~ If the applicant fails to construct one or more of the guaranteed public improvements and the City has expenses resulting from such failure, the City shall call on the performance guarantee for reimbursement. If the amount of the performance guarantee exceeds the expense incurred, the remainder shall be released. If the amount of the performance guarantee is less than the amounts of expense incurred by the City, the applicant shall be liable to the City for the excess costs. If the applicant fails to reimburse the City for expenses incurred to complete the public improvements, the City shall place a lien on the property in an amount equal to the City's costs.

(Ord. No. 2022-07 , § 9(Exh. I), 5-2-2022; Ord. No. 2022-08 , § 1(Exh. A), 5-2-2022)

CHAPTER 17.102 URBAN FORESTRY²⁷

Sec. 17.102.00. Intent.

- A. This chapter is intended to conserve and replenish the ecological, aesthetic and economic benefits of urban forests, by regulating tree removal on properties greater than one acre within the Sandy Urban Growth Boundary.
- B. This chapter is intended to facilitate planned urban development as prescribed by the Sandy Comprehensive Plan, through the appropriate location of harvest areas, landing and yarding areas, roads and drainage facilities.
- C. This chapter shall be construed in a manner consistent with Chapter 17.60 Flood and Slope Hazard Overlay District. In cases of conflict, Chapter 17.60 shall prevail.

Sec. 17.102.10. Definitions.

Technical terms used in this chapter are defined below. See also Chapter 17.10, Definitions.

Urban Forestry Related Definitions:

- *Diameter at breast height (DBH):* The diameter of a tree inclusive of the bark measured four and one-half feet above the ground on the uphill side of a tree.
- *Hazard tree:* A tree located within required setback areas or a tree required to be retained as defined in 17.102.50 that is cracked, split, leaning, or physically damaged to the degree that it is likely to fall and injure persons or property. Hazard trees include diseased trees, meaning those trees with a disease of a nature that, without reasonable treatment or pruning, is likely to spread to adjacent trees and cause such adjacent trees to become diseased or hazard trees.
- *Protected setback areas:* Setback areas regulated by the Flood and Slope Hazard Ordinance (FSH), Chapter 17.60 and 870 feet from top of bank of Tickle Creek and 50 feet from top of bank of other perennial streams outside the city limits, within the urban growth boundary.
- *Tree:* For the purposes of this chapter, tree means any living, standing, woody plant having a trunk 11 inches DBH or greater.
- *Tree protection area:* The area reserved around a tree or group of trees in which no grading, access, stockpiling or other construction activity shall occur.
- *Tree removal:* Tree removal means to cut down a tree, 11 inches DBH or greater, or remove 50 percent or more of the crown, trunk, or root system of a tree; or to damage a tree so as to cause the tree to decline and/or die. Tree removal includes topping but does not include normal trimming or pruning of trees [in compliance with ANSI A300 pruning standards](#).

²⁷Editor's note(s)—Pre-republication, this chapter was adopted by Ord. No. 2002-10 on November 18, 2002. Any amendments occurring post-republication have a history note in parenthesis at the bottom of the amended section.

Sec. 17.102.20. Applicability.

This chapter applies only to properties within the Sandy Urban Growth Boundary that are greater than one acre including contiguous parcels under the same ownership.

- A. *General:* No person shall cut, harvest, or remove trees 11 inches DBH or greater without first obtaining a permit and demonstrating compliance with this chapter.
 - 1. As a condition of permit issuance, the applicant shall agree to implement required provisions of this chapter and to allow all inspections to be conducted.
 - 2. Tree removal is subject to the provisions of Chapter 15.44, Erosion Control, Chapter 17.56, Hillside Development, and Chapter 17.60 Flood and Slope Hazard.
- B. *Exceptions:* The following tree removals are exempt from the requirements of this chapter.
 - 1. Tree removal as required by the ~~e~~City or public utility for the installation or maintenance or repair of [public roads](#), [public utilities](#), [public structures](#), or other [public infrastructures](#); ~~or tree removal from City-owned parks and natural areas as required by the City for the installation or maintenance of trails identified in the 2022 Parks and Trails Master Plan, for maintenance or improved safety of public parks, or for view maintenance.~~ [In these circumstances, the replanting requirements of Section 17.102.60 shall still apply.](#)
 - 2. ~~Tree r~~Removal [of hazard trees, as defined in Section 17.102.10, necessary](#) to prevent an imminent threat to public health or safety, or prevent imminent threat to public or private property, or prevent an imminent threat of serious environmental degradation. In these circumstances, a Type I tree removal permit shall be applied for within seven days following the date of tree removal.

Sec. 17.102.30. Procedures and application requirements.

A person who desires to remove trees shall first apply for and receive one of the following tree cutting permits before tree removal occurs:

- A. *Type I Permit.* The following applications shall be reviewed under a Type I procedure:
 - 1. Tree removal on sites within the city limits under contiguous ownership where 50 or fewer trees are requested to be removed [and the subject site is in compliance with the tree retention requirements of Section 17.102.50.A.](#)
 - 2. Removal of a hazard tree or trees that presents an immediate danger of collapse and represents a clear and present danger to persons or property [as defined by an ISA certified arborist or professional forester with the tree risk assessment qualification \(TRAQ\).](#)
 - 3. Removal of up to two trees per year, six inches DBH or greater within the FSH Overlay District as shown on the City Zoning Map and described in Chapter 17.60.
 - 4. Tree removal on sites outside the city limits and within the urban growth boundary and outside protected setback areas.
 - 5. Removal of up to two trees per year outside the city limits within the UGB and within protected setback areas.
- B. An application for a Type I Tree Removal permit shall be made upon forms prescribed by the City to contain the following information:
 - 1. Two copies of a scaled site plan to contain the following information:

- a. Dimensions of the property and parcel boundaries.
 - b. Location, [size \(DBH\)](#), [condition/health](#), and species of trees 11 inches DBH or greater ([6-inches DBH or greater in FSH Overlay District](#)) to be retained.
 - c. Location and type of tree protection measures to be installed.
2. A brief narrative describing the [project work to be performed](#).
 3. Estimated starting and ending dates [for tree removal](#).
 4. A scaled re-planting plan indicating ground cover type, species of trees to be planted, and general location of re-planting.
 5. An application for removal of a hazard tree within a protected setback area or a tree required to be retained as defined in [Chapter Section 17.102.50](#) shall also contain a report from an [ISA certified arborist or professional forester with the tree risk assessment qualification \(TRAQ\)](#) indicating that the condition or location of the tree presents a hazard or danger to persons or property and that such hazard or danger cannot reasonably be alleviated by treatment or pruning.
- C. *Type II Permit*. The following applications shall be reviewed under a Type II procedure:
1. Tree removal on sites under contiguous ownership where greater than 50 trees are requested to be removed as further described below:
 - a. Within City Limits: outside of FSH Restricted Development Areas as defined in Chapter 17.60.
- D. An application for a Type II Permit shall contain the same information as required for a Type I permit above in addition to the following:
- a. A list of property owners on mailing labels ~~within 200 feet of the subject property~~, [as required for Type II applications in Chapter 17.22](#).
 - b. [An arborist report prepared by an ISA-certified arborist with TRAQ](#). ~~A written narrative addressing permit review criteria in 17.102.40.~~
- E. *Type III Permit*. The following applications shall be reviewed under a Type III procedure:
1. Request for a variance to tree retention requirements as specified in Section 17.102.50 may be permitted subject to the provisions of [Section 17.102.70](#).
- F. An application for a Type III Permit shall contain the same information as required for a Type I permit in addition to the following:
1. A list of property owners on mailing labels ~~within 300 feet of the subject property~~, [as required for Type III applications in Chapter 17.22](#).
 2. A written narrative addressing applicable code ~~S~~sections 17.102.50, 17.102.60, and 17.102.70, [and an arborist report prepared by an ISA-certified arborist with TRAQ](#).

Sec. 17.102.40. Permit review.

An application for a Type II or III tree removal permit shall demonstrate that the provisions of [Chapter Section 17.102.50](#) are satisfied. The Planning Director may require a report from a certified arborist or professional forester to substantiate the criteria for a permit.

- A. The Director shall be responsible for interpreting the provisions of this chapter. The Director may consult with the Oregon Department of Forestry in interpreting applicable provisions of the Oregon

Forest Practices Act (OAR Chapter 629). Copies of all forestry operation permit applications will be sent to the Oregon Department of Forestry and Department of Revenue. The City may request comments from the Oregon Department of Forestry, the Oregon Department of Fish and Wildlife or other affected state agencies.

- B. *Expiration of Tree Removal Permits.* Tree removal permits shall remain valid for a period of one year from the date of issuance or date of final decision by a hearing body, if applicable. A 30-day extension shall be automatically granted by the Planning Director if requested in writing before the expiration of the permit. Permits that have lapsed are void.

Sec. 17.102.50. Tree retention and protection requirements.

- A. *Tree Retention.* The landowner is responsible for retention and protection of trees required to be retained as specified below:
1. At least three trees 11 inches DBH or greater are to be retained for every one-acre of contiguous ownership, [except in the Bornstedt Village Overlay \(BVO\) in accordance with Section 17.54.140.](#)
 2. Retained trees can be located anywhere on the site at the landowner's discretion before the harvest begins. Clusters of trees are encouraged.
 3. Trees proposed for retention shall be healthy and likely to grow to maturity, and be located to minimize the potential for blow-down following the harvest, [as determined by an arborist certified by the International Society of Arboriculture with Tree Risk Assessment Qualification \(ISA TRAQ\).](#) [Retention trees shall not be nuisance species as listed in the Portland Plant List.](#)
 4. ~~If possible,~~ [Provided they meet the other requirements in this section,](#) at least two of the required trees per acre must be of conifer species.
 5. Trees within the required protected setback areas, [as defined in Section 17.102.10,](#) may be counted towards the tree retention standard if they meet these requirements.
- B. *Tree Protection Area.* ~~Except as otherwise determined by the Planning Director, a~~ All tree protection measures set forth in this section shall be instituted prior to any development activities and removed only after completion of all construction activity, [unless these requirements are waived by the Director.](#) Tree protection measures are required for land disturbing activities including but not limited to tree removal, clearing, grading, excavation, or demolition work.
1. Trees identified for retention shall be marked with yellow flagging tape and protected by protective barrier fencing placed no less than ten horizontal feet from the outside edge of the trunk.
 2. Required fencing shall be a minimum of six feet tall supported with metal posts placed no farther than ten feet apart installed flush with the initial undisturbed grade.
 3. No construction activity shall occur within the tree protection zone, including, but not limited to dumping or storage of materials such as building supplies, soil, waste items, equipment, or parked vehicles.
- C. *Inspection.* The applicant shall not proceed with any tree removal or construction activity, except erosion control measures, until the City has inspected and approved the installation of tree protection measures. ~~Within 15 days of the date of accepting an application for a Type I permit, the city shall complete an onsite inspection of proposed activities and issue or deny the permit. Within 15 days of issuing a Type II or Type III permit, the city shall complete an onsite inspection of proposed activities.~~

For ongoing forest operations, the permit holder shall notify the city by phone or in writing 24 hours prior to subsequent tree removal. The city may conduct an onsite re-inspection of permit conditions at this time.

Sec. 17.102.60. Tree replanting requirements.

- A. All areas with exposed soils resulting from tree removal shall be replanted with a ground cover of native species [listed in the City of Portland Plant List](#) within 30 days of harvest during the active growing season, or by June 1 of the following spring.
- B. All areas with exposed soils resulting from tree removal occurring between October 1 and March 31 shall also be covered with straw to minimize erosion.
- C. Removal of hazard trees as defined shall be replanted with two native trees [listed in the City of Portland Plant List and meeting the standards in Section 17.92.50.](#)~~of quality nursery stock~~ for every tree removed.
- D. Tree Removal allowed within the FSH Overlay District shall be replanted with two native trees [listed in the City of Portland Plant List and meeting the standards in Section 17.92.50.](#)~~of quality nursery stock~~ for every tree removed.
- E. Tree Removal not associated with a development plan must be replanted following the provisions of OAR Chapter 629, Division 610, Section 020-060

Sec. 17.102.70. Variances.

Under a Type III review process, the Planning Commission may allow newly-planted trees to substitute for retained trees if:

- A. The substitution is at a ratio of at least two-to-one (i.e., at least two native quality nursery grown trees will be planted for every protected tree that is removed); and
- B. The substitution more nearly meets the intent of this chapter due to:
 1. The location of the existing and proposed new trees, or
 2. The physical condition of the existing trees or their compatibility with the existing soil and climate conditions; or
 3. An undue hardship [of creating a development below the minimum density requirement](#) is caused by the requirement for retention of existing trees.
 4. Tree removal is necessary to protect a [designated public](#) scenic view corridor.

Sec. 17.102.80. Enforcement.

The provisions of Chapter 17.06, Enforcement, shall apply to tree removal that is not in conformance with this chapter. Each unauthorized tree removal shall be considered a separate offense for purposes of assigning penalties under Section 17.06.80. [At least 50 percent of funds](#) generated as a result of enforcement of this chapter shall be dedicated to the Urban Forestry Fund established under Section 17.102.100, below, [with the remaining 50 percent dedicated to the administrative costs associated with overseeing the fine.](#)

Sec. 17.102.90. Applicability of the Oregon Forest Practices Act.

The following provisions of the Oregon Forest Practices Act (OAR Chapter 629) are adopted by reference for consideration by the City in the review of Forest Operations Plans. Although the Director may seek advice from the Department of Forestry, the Director shall be responsible for interpreting the following provisions:

Division 610—Reforestation Stocking Standards. Where reforestation is required, the provisions of OAR Chapter 629, Division 610, Section 020-060 shall be considered by the Director, in addition to the requirements of Section 17.102.60.

Division 615—Treatment of Slash. Slash shall not be placed within the protected setback areas. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 615 in determining how to dispose of slash.

Division 620—Chemical and Other Petroleum Products Rules. The storage, transferring, cleaning of tanks and mixing of chemicals and petroleum products shall occur outside the protected setback areas. Aerial spraying shall not be permitted within the Urban Growth Boundary. Otherwise, the provisions of Chapter 629, Division 620 shall apply.

Division 625—Road Construction and Maintenance. Forest roads, bridges and culverts shall not be constructed within the protected setback areas, except where permitted within the FSH overlay area as part of an approved urban development. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 625 in the review of road, bridge and culvert construction.

Division 630—Harvesting. Forest harvesting operations, including but not limited to skidding and yarding practices, construction of landings, construction of drainage systems, treatment of waste materials, storage and removal of slash, yarding and stream crossings, shall not be permitted within protected setback areas. Otherwise, the provisions of Chapter 629, Division 630 shall apply.

CHAPTER 15.30 DARK SKY ORDINANCE

Sec. 15.30.000. Purpose.

The purpose of the Sandy Dark Sky Ordinance is to regulate outdoor lighting in order to reduce or prevent light pollution. This means to the extent reasonably possible the reduction or prevention of glare and light trespass, the conservation of energy, and promotion of safety and security.

(Ord. No. 02, 2011)

Sec. 15.30.010. Definitions.

The "IES" (Illuminating Engineering Society of North America) Lighting Handbook, most recent edition, the City of Sandy Development Code, and Building Code, shall be used for the definition of terms used in this chapter but not defined herein. In the case where a definition of a term of this chapter is found to be in conflict with a definition of a term of any other ordinance, "IES" handbook or regulation, the more restrictive definition will apply.

Area light: Light that produces over 2050 lumens (See Table 2 for Light Output of Various Lamps). Area lights include, but are not limited to, street lights, parking lot lights and yard lights.

Automatic timing device: A device that automatically controls the operation of a light fixture or fixtures, circuit or circuits. Photocells and light and or motion sensors shall be considered automatic-timing devices

Average foot-candle: The level of light measured at an average point of illumination between the brightest and darkest areas. The measurement can be made at the ground surface or at four to five feet above the ground.

Bulb: The source of electric light. To be distinguished from the whole assembly (See Luminaire).

Candela (cd): Unit of luminous intensity.

Canopy light: [A light fixture integrated into a projecting structure providing weather protection along a building façade \(canopy\).](#)

Director: [The Development Services Director for the City of Sandy.](#)

~~*Eighty five degree full cut-off type fixtures:* Fixtures that do not allow light to escape above an 85-degree angle measured from a vertical line from the center of the lamp extended to the ground.~~

Exterior lighting: Temporary or permanent lighting that is installed, located or used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors that are intended to light something outside are considered exterior lighting for the intent of this chapter.

Fixture: The assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing, and the attachment parts.

Flood light: Light that produces up to 1800 lumens (See [Table 2 Addendum 1](#) for Light Output of Various Lamps) and is designed to "flood" a well-defined area with light. Generally, floodlights produce from 1000 to 1800 lumens.

Foot-candle: Illuminance produced on a surface one foot from a uniform point source of one candela. Measured by a light meter.

Full cutoff fixture: A fixture which, as installed, gives no emission of light above a horizontal plane.

Glare: Intense light that results in discomfort and/or a reduction of visual performance and visibility.

Holiday lighting: Festoon type lights, limited to small individual bulbs on a string, where the output per bulb is no greater than 15 lumens; [and laser light displays directed at a building or landscaping.](#)

IESNA Illuminating Engineering Society of North America (IES or IESNA): The professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

Illuminance: Density of luminous flux incident on a surface. Unit is foot-candle or lux. Illuminating devices:

A. *Light fixture types.*

1. *Full cutoff fixture types.* A fixture which, as installed, gives no emission of light above a horizontal plane.
2. *Floodlights and Spotlights.* Fixtures ~~defined as having~~ [that incorporate a reflector or a refractor to concentrate the light output into a directed beam in a particular direction and that have](#) a full beam width or beam spread of less than 110 degrees [\(see definition for “flood light”\).](#)

B. *Lamp types.*

1. *Incandescent lamps.* Lamps which produce light via an electrically heated metallic filament.
2. *Fluorescent lamps.* Lamps that use fluorescence of a phosphor to produce visible light.
3. *High Intensity Discharge Lamps.* Lamps, which produce visible light directly by the electrical heating or excitation of a gas. Examples of such lighting include, but are not limited to, Metal Halide, High Pressure Sodium, Low Pressure Sodium and Mercury Vapor. For purposes of this chapter, fluorescent lights are not considered HID lighting.
4. [Light-emitting diode \(LED\) lamps. Lamps that produce light by applying electrical current to semiconductor diodes.](#)

Lamp or bulb: The light-producing source installed in the socket portion of a luminaire.

Light pollution: Any adverse effect of manmade light including, but not limited to, light trespass, up lighting, the uncomfortable distraction to the eye, or any manmade light that diminishes the ability to view the night sky. Often used to denote urban sky glow.

Light trespass: Light emitted by a luminaire [that](#) falls where it is not wanted or needed or shines beyond the property on which the luminaire is installed.

Lighting: Any or all parts of a luminaire that function to produce light.

Lumen: Unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela. One foot-candle is one lumen per square foot. One lux is one lumen per square meter.

Luminaire: The complete lighting unit, including the lamp, the fixture, and other parts.

Luminance: At a point and in a given direction, the luminous intensity in the given direction produced by an element of the surface surrounding the point divided by the area of the projection of the element on a plane perpendicular to the given direction. Units: candelas per unit area. The luminance is the perceived brightness that we see, the visual effect of the illuminance, reflected, emitted or transmitted from a surface.

Measurement:

A. *Lamp output.*

1. *Total output.* Measurement of total output is in lumens. This ~~should~~ shall be understood to be the initial lumen value for the lamp.
2. *Illuminance.* Measurements of illuminance are expressed in initial lumens per square foot. (A desktop illuminance of 20 initial lumens per square foot is adequate for most purposes.)

In measuring illuminance, the light detector ~~should~~ shall be pointed directly at the light source or sources. The intervening light path ~~should~~ shall be free of obstruction.

Outdoor light fixture: An outdoor illuminating device, outdoor lighting or reflective surface, luminous tube, lamp or similar device, permanently installed or portable, used for illumination, decoration, or advertisement. Such devices shall include, but are not limited to lights used for:

- A. Parking lot lighting;
- B. Roadway lighting;
- C. Buildings and structures;
- D. Recreational areas;
- E. Landscape lighting;
- F. Billboards and other signs (advertising or other);
- G. Product display area lighting;
- H. Building or structure decoration;
- I. Building overhangs and open canopies.

Recessed: When a light fixture is built into a structure or portion of a structure such that the light emitted from the fixture is fully cut-off and no part of the ~~light~~ bulb extends or protrudes beyond the underside of a structure or portion of a structure.

Partially shielded: The bulb of the fixture is shielded by a translucent siding and the bulb is not visible at all. Light may be emitted at the horizontal level of the bulb.

Shielded: When the light emitted from the fixture is projected below a horizontal plane running through the lowest point of the fixture where light is emitted. The bulb is not visible with a shielded light fixture, and no light is emitted from the sides of the fixture. Also considered a full cut-off fixture.

~~*Spotlight or floodlight:* Any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction (see definition for floodlight).~~

Temporary lighting: Lighting that is intended to be used for a special event for seven days or less.

Up lighting: Lighting that is directed in such a manner as to shine light rays above the horizontal plane.

(Ord. No. 02, 2011)

Sec. 15.30.020. Scope and applicability.

A. *New Lighting.* All exterior outdoor lighting installed after the effective date of this Chapter in any and all zones in the City shall conform with the requirements established by this Chapter and Title 17 of the Sandy Municipal Code ~~and other applicable ordinances~~ unless otherwise exempted. This chapter does not apply to indoor lighting.

B. *Existing Lighting.* All existing lighting located on a subject property that is part of a land use application or building permit, dependent on the value of the project, shall be brought into conformance with this chapter.

The value of the project will be determined in accordance with ~~Chapter Sections~~ 15.20.040 and 15.20.050 of the Sandy Municipal Code. If the value exceeds the threshold in ~~Chapter Sections~~ 15.20.020 and 15.20.030, all lighting on the property must be brought into full compliance before reoccupation or reuse.

C. Nonconforming Uses or Structures.

1. If a nonconforming use or structure has been abandoned for more than 12 months all lighting on the property must be brought into full compliance before reoccupation or reuse.
2. Conformity shall occur prior to issuance of Certificate of Occupancy, Final Inspection, or Final Plat Recordation, when applicable. For other permits, the applicant shall have a maximum of 30 days from date of permit issuance to bring the lighting into conformance.

D. Preferred Source Low-pressure Sodium (LPS) lamps and LED lamps in the 3000K color range are the preferred illumination source throughout the city and their use is encouraged.

E. When an existing fixture is replaced, the replacement fixture shall meet the requirements of this chapter.

F. Architectural design, site planning, landscaping and lighting may be further restricted elsewhere in the Sandy Municipal Code.

~~All governmental agencies, federal, state or county, which operate within the city limits of Sandy should experience no difficulty meeting the requirements of this chapter and are encouraged by the city to comply with its provisions.~~

G. In the event of a conflict with any other chapter of the Sandy Municipal Code, the more stringent requirement shall apply.

(Ord. No. 02, 2011)

Sec. 15.30.030. Exemptions and exceptions.

The following are exempt from the requirements of this chapter:

- A. Residential fixtures consisting of lamp types of 2050 lumens and below (the acceptability of a particular light is decided by its lumen output, not wattage. Check manufacturer's specifications). Examples include:
 - 100 Watt Standard Incandescent and less.
 - 100 Watt Midbreak Tungsten-Halogen (quartz) and less.
 - 25 Watt T-12 Cool White Fluorescent and less.
 - 18 Watt Low Pressure Sodium and less.
- B. Federally funded and state funded roadway construction projects, are exempted from the requirements of this ~~division~~ chapter only to the extent it is necessary to comply with federal and state requirements.
- ~~C. Fossil Fuel Light. Fossil fuel light produced directly or indirectly by the combustion of natural gas or other utility type fossil fuels is exempt from the provisions of this article.~~
- ~~D.~~ Full cutoff street lighting, which is part of a federal, state, or municipal installation.
- ~~E.~~ Holiday lighting, except for laser light displays prohibited under Section 15.30.070.
- ~~F.~~ Lighting of sports facilities or stadiums prior to 11:00 p.m. Illumination after 11:00 p.m. is also permitted if it is necessary in order to conclude a recreational, sporting or other scheduled activity, which is in progress prior to that time.

FG. Specialized lighting necessary for safety, such as navigated or runway lighting of airports, or temporary lighting associated with emergency operations, road hazard warnings, etc.

GH. Traffic control signals and devices.

(Ord. No. 02, 2011)

Sec. 15.30.040. Approved materials and methods of installation.

The provisions of this chapter are not intended to prevent the use of any design, material or method of installation or operation not specifically prohibited by this chapter, provided such alternative design, material or method conforms with the intent of this division and has been approved by the ~~building official~~ Director.

The ~~Building Official administrator~~ Director may approve an alternative design provided ~~he~~ they finds that:

- A. It complies with the applicable specific requirements of this division; or
- B. It has been designed or approved by a registered professional engineer and complies with the purpose of this ~~division~~ chapter.

(Ord. No. 02, 2011)

Sec. 15.30.050. Submittals.

All applications for building permits or land use planning review which include installation of outdoor lighting fixtures shall include lighting plans conforming to the provisions of this chapter. The ~~Planning~~ Director and/or Building Official shall have the authority to request additional information in order to achieve the purposes of this chapter, provided such requests are communicated at the pre-application conference or prior to the application being deemed complete.

- A. The submittal shall contain the following information and submitted as part of the site plan to the Planning and Building ~~departments~~ Divisions for approval.
 1. Plans indicating the location, type, intensity, and height of luminaires including both building and ground-mounted fixtures;
 2. A description of the luminaires, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;
 3. Photometric data, such as that furnished by the manufacturer, showing the angle of light emission and the foot-candles on the ground; and
 4. Additional information as may be required by the ~~e~~ City in order to determine compliance with this chapter.
- B. Applications for single/multi-family residential or other projects where any single outdoor light fixture exceeds (2050 lumens output) shall be required to comply with ~~paragraph~~ Section 15.30.050 A. above.

(Ord. No. 02, 2011)

Sec. 15.30.060. General standards.

The following general standards shall apply to all outdoor lighting installed after the effective date of this chapter, unless exempt pursuant to Section 15.30.030 ~~which is not exempted above~~:

(Supp. No. 2, Update 1)

Created: 2023-01-13 16:06:28 [EST]

- A. *Area Lights:* All area lights, including streetlights and parking area lighting, shall be [downward-facing](#), full cut-off fixtures ~~and are encouraged to be 85 degree full cut off type fixtures~~. Streetlights shall be [LED](#), high-pressure sodium, low-pressure sodium, or metal halide, unless [the applicant requests another lamp type and the Director otherwise determines](#) ~~by the city that another type it~~ is more efficient. Streetlights along residential streets shall be limited to a 70-watt high-pressure sodium (hps) light. Streetlights along nonresidential streets or at intersections shall be limited to 100 watts hps, except that lights at major intersections on state highways shall be limited to 200 watts hps. If the city permits a light type other than high-pressure sodium, then the equivalent output shall be the limit for the other light type.
- B. *Canopy Lights:* All lighting shall be recessed sufficiently so as to ensure that no light source is visible from ~~or causes glare on~~ public rights-of-way or adjacent property [and that the limits in Subsection D, below, are not exceeded](#).
- C. *Illumination Levels:* Illumination levels and uniformity shall be in accordance with current recommended practices of the Illuminating Engineering Society, [as provided in the IES Lighting Applications Standards Collection](#). Recommended standards of the illuminating engineering society shall not be exceeded.
- D. All outdoor lighting systems shall be designed and operated so that the area ten feet beyond the property line of the premises receives no more than one-quarter of a foot-candle of light from the premises lighting system.
- E. *Temporary Lighting:* Temporary lighting that conforms to the requirements of this chapter shall be allowed. Nonconforming temporary exterior lighting may be permitted by the Building Official only after considering 1) the public and/or private benefits which will result from the temporary lighting; 2) any annoyance or safety problems that may result from the use of the temporary lighting; and 3) the duration of the temporary nonconforming lighting. The applicant shall submit a detailed description of the proposed temporary nonconforming lighting to the Building Official.
- F. *Towers:* All radio, communication, and navigation towers that require lights shall have dual lighting capabilities. For daytime, the white strobe light may be used, and for nighttime, only red lights shall be used.

(Ord. No. 02, 2011)

Sec. 15.30.070. Non-permitted lighting.

- A. Newly installed fixtures, which are not [downward-facing](#), full-cutoff fixtures.
- B. Lighting [for non-residential uses](#) which presents a clear hazard to motorists, cyclists, or pedestrians; [or lighting for residential uses which does not meet all the applicable standards of this chapter](#).
- C. [Lighting with a color temperature that exceeds 4,125 Kelvins \(4125K\)](#).
- ~~D.~~ *Laser Source Light.* The use of laser source light or any similar high intensity light for outdoor advertising or entertainment is prohibited.
- E. [Holiday laser light displays that pose safety risks to people, vehicles, or aircraft, or create a nuisance to neighboring properties are prohibited](#).

(Ord. No. 02, 2011)

Sec. 15.30.080. Appeals.

If an application is denied, an individual shall have the right of appeal to the City Council. The fee for an appeal shall be the same as a Type III [City Council Appeal fee, based on the City of Sandy Master Fee Schedule](#) ~~review (Section 2—Master Fee Resolution)~~.

(Ord. No. 02, 2011)

Sec. 15.30.090. Violations.

This section may be enforced on the basis of a formal complaint filed in writing with the ~~e~~City.

(Ord. No. 02, 2011)

Sec. 15.30.100. Penalties.

See Section 1.16.010 of the Sandy Municipal Code.

(Ord. No. 02, 2011)

Sec. 15.30.110. Severability.

The provisions of this chapter are severable and if any paragraph, section, subsection, or part of this chapter is held to be invalid, unenforceable, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair the remainder of this chapter.

Sec. 15.30.120. Shielding.

All outdoor light fixtures shall have shielding as set forth in Table 1.

Table 1: Code Requirements Tables for Shielding

Lamp Type	Wattage								
	25	30	35	40	50	60	75	100	110 or More
<u>LED</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>
Low Pressure Sodium	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield
High Pressure Sodium	Unshielded	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield
Metal Halide	Unshielded	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield
Fluorescent	Unshielded	Unshielded	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield	Directed Shield
Quartz	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield
Tungsten Halogen	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Directed Shield	Directed Shield	Directed Shield	Directed Shield
Mercury Vapor	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>	<u>Directed Shield</u>
Incandescent	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded	Unshielded <u>Directed Shield</u>

- A. For the purpose of this section wattage ratings for lamp types will be for either a single lamp source or multiple lamp sources when installed in a cluster.
- B. Lamp types not listed in the table may be approved for use by the ~~building official~~ Director provided ~~ing~~ installation of these lamps conforms to the lumen limits established in this section.
- C. Glass tubes filled with argon, neon or krypton do not require shielding.

Table 2: Typical Lumen Values for Various Lamp Wattage

Wattage	Low Pressure Sodium	High Pressure Sodium	Metal Halide	Fluorescent	Quartz	Mercury Vapor	Incandescent	<u>LED</u>
9				600				<u>800</u>
18	1,800							<u>1,600</u>

35	4,725	2,250						3,200
40		4,000		2,250			480	3,600
50	7,925							4,500
60							870	5,400
70		5,800	5,500					6,300
75						2,800	1,190	6,750
90	14,400							8,100
100		9,500	8,000			4,300	1,750	9,000
110				6,600				9,900
150		16,000					2,850	13,500
175			14,000			8,600		15,750
200		22,000					4,010	18,000
250		27,500	20,500			12,100		22,500
300							6,360	27,000
400		50,000	36,000			22,500		36,000
500							10,850	45,000

Taken from data supplied by Portland General Electric—Energy Resource Center
 (Ord. No. 02, 2011)

Goal 1 Citizen Involvement

1. Goal 1 establishes policies for development of a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process. The following policies are from the Sandy Comprehensive Plan:

Policy 1. The City of Sandy shall maintain a citizen involvement program to allow opportunity for citizen involvement in the ongoing planning process.

Policy 4. The City shall disseminate information and public notice to the residents of the Sandy area concerning on-going planning activities and pending actions.

Policy 5. The Planning Commission shall be the lead body responsible for ensuring ongoing citizen involvement related to the development, review, updating, and implementation of the Plan and implementing ordinances.

Findings: The City has discussed this topic openly at multiple work sessions and will hold public hearings before both the Planning Commission and City Council to afford the general public the opportunity to be involved. Notice of this meeting was posted in multiple public places, published in the Sandy Post, posted on the City’s website project page, and promoted in the monthly City Newsletter. Notice was provided to the Department of Land Conservation and Development on December 11, 2023. Notice of the proposed amendments were mailed to every property owner in city limits on December 18, 2023. The letter was sent to notify property owners that the City of Sandy is proposing land use regulations that may affect the permissible uses of their property. This notice was sent in accordance with Ballot Measure 56 (1998).

Goal 2 Land Use

2. Goal 2 establishes policies for a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions. The following policy is from the Sandy Comprehensive Plan:

Policy 7. Land development proposals shall be consistent with the Sandy Development Code, Municipal Code, and all adopted standards and enforcement codes of the City of Sandy. The burden of proof with regard to consistency with the applicable standards and codes lies with the prospective developer.

Findings: The proposed Clear and Objective code amendments will remove uncertainty surrounding permitting requirements and resulting administrative burdens while still maintaining desired and predictable community outcomes. The proposed amendments are consistent with Oregon Revised Statute 197.307 that requires all local governments provide for clear and objective standards, conditions, and procedures in a collective effort to address the housing crisis. The projected impacts of the proposed changes include

facilitating development of affordable housing in areas zoned for commercial use consistent with Senate Bill 8 and House Bill 3395, which will benefit Sandy residents over the longer term by providing a wider variety of housing choices. This will ensure that city development standards and requirements are consistent with State law and will have the long-term effect of providing housing options that meet the needs of all Sandy residents.

Goal 5 Open Spaces, Historic Resources, and Natural Areas

3. Goal 5 establishes policies for conservation of open space and protection of natural and scenic resources. The following policy is from the Sandy Comprehensive Plan:

Policy 7. Employ development regulations to preserve and protect open space and environmentally sensitive lands, integrate the natural environment of Sandy into project designs, minimize the creation of impervious surface, and discourage the unnecessary clearing of trees and other natural vegetation.

Findings: Adopting clear and objective standards will help protect steep slopes, wetlands, and creeks by clarifying regulations that protect the City's natural and scenic resources. Adoption of the amended code will assist the city's homeowners and builders to be better informed about the regulations when building in or near a Flood and Slope Hazard (FSH) overlay zone.

Goal 9 Economic Development

4. Goal 9 establishes policies to diversify and improve the economy of the state. In order to create a vital downtown which has mixed uses to serve the variety of Sandy area residents and visitors, the City adheres to the following policies from the Sandy Comprehensive Plan:

Policy 11. Adopt design guidelines to provide the framework for public and private improvements within the downtown area.

Policy 12. Allow permitted and conditional uses which meet the purposes of the central business district, and which are in scale and character to a traditional downtown business district.

Policy 13. Adopt zoning regulations which allow a mix of uses appropriate and desirable in the downtown area, including public/civic uses, service/retail uses, professional office uses, art galleries and limited residential development.

Findings: The proposed code amendments will continue to support the retention of existing businesses and allow for a flexible approach to the operational needs of the city's economic development base. The amendments also ensure that residential development in the downtown business district will be compatible with adjacent commercial activities.

Goal 10 Housing

5. Goal 10 establishes policies to provide for housing needs of the state. The following policies are from the Sandy Comprehensive Plan:

Policy 3. Encourage innovations in construction, funding, regulation, and siting of housing in order to provide well designed and energy efficient housing.

Policy 9. Assure that residential densities are appropriately related to site conditions, including slopes, potential hazards, and natural features.

Policy 10. Link housing density and location to reduce automobile travel by locating higher density housing near village centers, schools, and potential transit routes.

Findings: The City will continue to seek and support a variety of housing choices which is evident in the adoption and expansion of middle housing options in residential districts, and affordable housing in commercial zoning districts. The proposed text amendments bring clarity and consistency to existing standards related to multi-family and single-family development and replace discretionary language that can result in uneven enforcement or results not intended by the City's decision makers or serve to discourage development of these needed housing types. The proposed Clear and Objective text amendments are intended to remove uncertainty and administrative burdens resulting from the City's existing discretionary standards, in compliance with Goal 10 and ORS 197.307. Changes are intended to be as policy neutral as possible and are intended to maintain the standards and desired outcomes of the existing regulations, but in a manner that provides for more timely and predictable review.

Goal 12 Transportation

6. Goal 12 establishes policies to provide and encourage a safe, convenient, and economic transportation system. The following policies are from the Sandy Comprehensive Plan:

Policy 1. Support a pattern of connected streets, sidewalks, and bicycle routes to: a) provide safe and convenient options for cars, bikes, and pedestrians; b) create a logical, recognizable pattern of circulation; and, c) spread traffic over local streets so that collector and arterial streets are not overburdened.

Policy 3. Require connected streets that form pedestrian-scaled blocks, except where it is shown that topography, existing land ownership patterns, or other conditions preclude the creation of blocks.

Policy 6. Encourage the development of neighborhood parks or other public or private open spaces connecting short cul-de-sac streets or other local streets in order to provide neighborhood focal points.

Findings: These amendments are appropriate to various sections of the Development Code to address new goals and policies outlined in the TSP. These amendments directly follow and are updated based on the Transportation Planning Rule (“TPR,” OAR 660, Division 12). These amendments will have a positive impact on addressing transportation and land use decisions more accurately. All of the proposed amendments will have a positive impact on the City’s economy by addressing current transportation needs and improvements, further allowing the City to make better informed land use decisions on its residential and commercially zoned lands.



Objective Code Audit

Peggy Sheehan <psheehan@prestigedev.com>
To: "Kelly O'Neill Jr." <koneill@ci.sandy.or.us>
Cc: Elie Kassab <ekassab@prestigedev.com>

Wed, Jan 3, 2024 at 1:28 PM

Hi Kelly – hope you are having a good new year!

I have reviewed Chapter 17.88 Affordable Housing and have one comment. In **B.ORS 197.308 Applicability Criteria** the ownership is limited to either a public body or a nonprofit corporation that is organized as a religious corporation.

I would like to see the ownership expanded to include non-profit agencies and for-profit companies. According to the code any project will require a covenant, therefore limiting the ownership opportunities seems unnecessary.

Peggy Sheehan

Vice President Housing Development

Prestige Development

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Market, Affordable & Workforce Housing

www.prestigedev.com

Sandy Clear & Objective Code Audit

Code changes recommended by the Sandy Planning Commission and City Staff

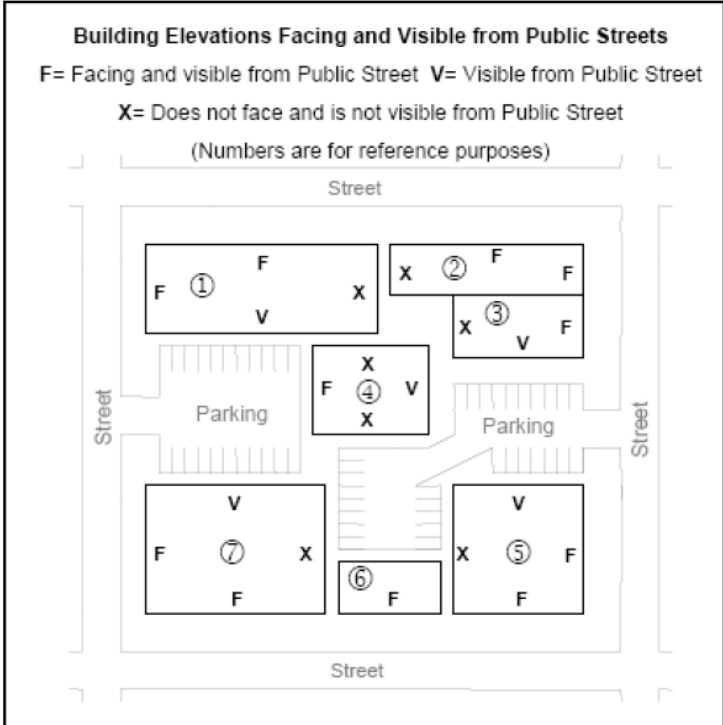
At the public hearing on January 22, 2024 for File Number 23-046 DCA, the Planning Commission recommended multiple revisions to the draft Development Code amendments as part of the Clear and Objective Code Audit. Most of the recommended changes are relatively minor. City staff and the consultant team discussed these changes and identified several additional related changes needed for consistency throughout the Code. This document summarizes the changes made between the Planning Commission Hearing Draft (dated January 22, 2024) and the City Council Hearing Draft (dated February 20, 2024).

NOTE: Page numbers refer to the Code packet itself, not the agenda packet.

- **Throughout the packet:** Updated the references to Oregon Revised Statutes (ORS) 197 that are now in ORS 197A. Much of ORS 197 was renumbered at the end of 2023 based on recent legislative changes.
- **Page 7:** The prior draft included specific definitions for “affordable housing,” based on the eligibility criteria in Chapter 17.88 and associated state legislation. Instead of re-iterating those definitions in Chapter 17.10, staff recommends simply pointing to Ch. 17.88 where the criteria are detailed.
- **Page 18:** Deleted the diagram illustrating examples of building elevations “facing” and “visible” from public streets (see diagram below). Planning Commissioners noted that the diagram causes confusion because the right-facing side of building #4 appears to meet the definition of “facing” a public street. City staff identified other issues with the diagram and recommends deleting it rather than attempting to fix it.

Related updates:

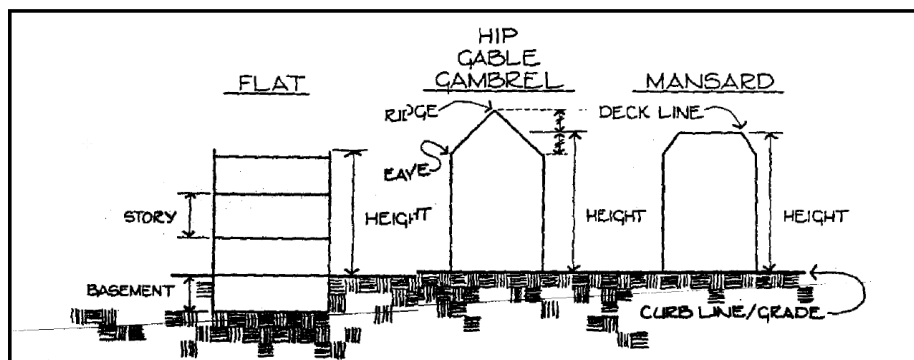
- **Page 40:** Deleted the reference to this diagram in the “visible (building elevation)” definition on.
- **Page 18:** Updated the definition of “facing (building elevation)” to clarify that elevations must be visible from the street and not obstructed by another building.
- **Page 139:** Updated the “Required Design Elements” standards for street-facing facades of ADUs in Sec. 17.74.70.C.4. The prior draft indicated that the standards “apply even if the ADU is located behind the primary residence.” However, that would technically disqualify the façade from meeting the updated “street-facing” definition, which specify that the façade is not obstructed by another building. Staff recommends updating the standard to indicate that if the ADU is behind the primary residence, the design standards apply to the façade “closest to and within 45 degrees of” the street.



Facing and visible from a Public Street example

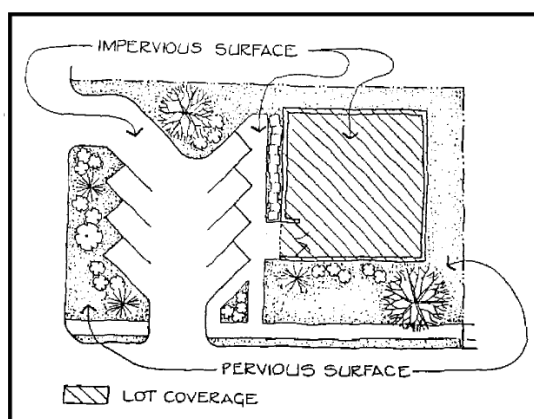
- **Page 22:** Updated the definition of “grove (tree)” to include more than just native trees and to change the size threshold from 11 inches to 6 inches DBH. The term “grove” is only used in a few Code sections – in the application submittal requirements for Flood and Slope Hazard areas (Sec. 17.60.10) and in examples of “usable recreation areas” (Sec 17.90.110.M and 17.90.120.M). In both places, it makes sense to apply a somewhat broader definition of tree grove.
- **Page 21-22:** Modified the “height of buildings” diagram (below) to remove “eave.” The building height definition specifies that height is measured to the “average height of the highest gable of a pitched or hipped roof.” Planning Commissioners noted that the diagram caused confusion as to whether the average height should be measured from the bottom of a roof eave. City staff’s practice is to not include the eave in the calculation.

Staff also recommends modifying the “height of buildings” definition to specify the “midpoint” of the highest gable, which is clearer than the “average height” of the highest gable.



Determining Building Height Example

- Page 24:** Deleted the “impervious surface” diagram. Planning Commissioners pointed out that parking lots can be paved with pervious pavement, which is not captured by the diagram. Staff noted that the diagram is outdated and should be removed.



Impervious Surface Example

- Page 32:** Revised the “primary entrance” definition to remove language that could be interpreted as conflicting with clear and objective requirements. The previous definition stated that a primary entrance is “typically emphasized” by architectural features, and included a list of potential features. Staff noted that where certain architectural features are required for primary entrances, that is specified in the Code standards (e.g., Sec. 17.90.110.B.2.), so it is not necessary to state this in the definition. Staff also notes that there can be multiple primary entrances to a building, including commercial buildings and multi-family buildings.

Staff also recommended updating the definition to specifying that the primary entrance is accessible to “all” building users, including employees, customers, residents, and visitors, “as applicable.”

Given that there can be multiple primary entrances, staff also recommended updating a few standards to note that “at least one” primary entrance must meet certain specifications –

for example, being oriented to the street. These changes were made on pages 105, 106, and 148.

- **Page 33:** Modified the format of the “recreational vehicle (area of special flood hazard)” definition to remove the numbered list and instead use semicolons for better consistency with the standard “recreational vehicle” definition.
- **Page 44:** Spelled out “MH parks” as “manufactured dwelling parks.”
- **Page 55:** Fixed the numbering in Sec. 17.20.50, where E and F had repeated.
- **Page 112:** Deleted “clusters” from “tree groves clusters.” Staff and consultants had intended to replace “clusters” with “groves” which is now defined in the code.
- **Page 150:** Added a reference to the 2022 Parks and Trails Master Plan, which may also specify locations for multiuse paths.
- **Pages 164-166, 226, and 241:** Updated the term “manufactured home park” to be “manufactured dwelling park.” This term was already changed in other sections of the code for consistency with the ORS.
- **Pages 171-173:** In 2023, House Bill 3151 expanded the eligibility for affordable housing projects permitted by-right, pursuant to ORS 197A.445 (i.e., Senate Bill 8 from 2021). The property ownership criteria were expanded to include: “A nonprofit corporation that is organized as a public benefit corporation whose primary purpose is the development of affordable housing; a housing authority, as defined in ORS 456.005; and a manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803.” Also, HB 3151 added to the eligible housing projects to include manufactured dwelling parks “that serve only households with incomes of 120 percent or less of the area median income.” These provisions have been incorporated into the Affordable Housing provisions in Sec. 17.88.100.
- **Pages 186 and 200:** Clarified the sentence requiring certain roof forms over primary building entrances. The sentence was reordered for clarity and staff recommended adding “shed roof” as an option, in addition to gabled roof. Shed roofs are frequently requested by applicants and approved by the City in commercial zones.

Also, a new definition for “shed roof” was added on page 35.
- **Pages 187 and 201:** Updated the requirement for certain siding materials to clarify that concrete fiberboard is distinct from composite-wood, and to also include “fiber cement” which is another term used for concrete fiberboard.
- **Page 198:** Fixed the reference to the 2011 TSP to be the 2023 TSP.

Relatedly, a new definition for “Transportation System Plan” was added on page 39.

- **Page 225:** Changed the reference to “significant tree specimens” to “significant trees.” The standard in Sec. 17.92.10.C notes that trees of 11-inches DBH or greater are considered significant.
- **Page 252:** Clarified the bicycle rack standard in Sec. 17.98.160.C.3. Planning Commissioners noted that the prior reference to “both cable and U-shaped locks” made it seem like the bicycle rack needed to accommodate both types of locks at the same time. By specifying that U-shaped locks can be used, the rack will also accommodate cable locks, which are more flexible.

Sandy Clear and Objective Code Audit

City Council Public Hearing
23-046 DCA

February 20, 2024



Project Purpose

- Ensure that the City of Sandy's Development Code is consistent with Oregon state laws and legislation, primarily Oregon State statute (ORS 197A.400, formerly ORS 197.307)
- ORS 197A.400 requires that local governments adopt and apply **only clear and objective standards, conditions and procedures** for the development of housing (with limited exceptions)
- Regulations also must not discourage needed housing through **unreasonable cost or delay**.

ORS 197A.400

Except as provided in subsection (3) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:

(a) May include, but are not limited to, one or more provisions regulating the density or height of a development.

(b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

What are clear and objective regulations?

- Use terms, definitions, and measurements that provide for consistent interpretation of the standard
- No need or ability for reviewer to use discretion in applying the standard (no “gray area” for interpretation)
- Two people applying the same standard would get the same result
- Offer a simplified review process that saves time and money and increases the certainty of approval

Optional Discretionary Review

- Statute allows an optional discretionary review path or parallel track

Clear and objective path

specifies the criteria in ways that require no interpretation

Discretionary path

the applicant must make the case for why the proposed development meets the intent or guideline

- Discretionary path can offer more flexibility for the applicant, as well as more discretion for the reviewer
- Sandy's code provides discretionary paths via Adjustments, Variances, and Design Deviations

Changes to comply with new State laws:

- **House Bill 2583 (2021)** – Eliminates occupancy limits for a dwelling based on familial or non-familial relationships
- **House Bill 4064 (2022)** – Prohibits cities from subjecting manufactured homes to standards that do not apply to site-built homes
- **Affordable Housing Laws** – require cities to allow affordable housing:
 - On a wide range of sites, with density and height bonuses, provided specific criteria are met (Senate Bill 8, 2021)
 - On properties owned by religious nonprofit organizations (House Bill 2008, 2021)
 - On commercial properties (House Bill 3395, 2023)

Other Proposed Amendments

- **Dark Sky Ordinance updates, SMC Chapter 15.30** – Revised to be clear and objective, and to address LED lighting and laser light displays
- **Exception to tree removal permits for parks maintenance** – Proposed by City staff; similar to existing exceptions for infrastructure maintenance
- **Transportation System Plan (TSP) implementation** – Recommendations from TSP incorporated to ensure they are clear and objective
- **Food and beverage cart updates** – Amendments from separate project incorporated into same code package

City Council reviewed draft Code amendments and provided input and direction at two work sessions:

- **June 2023:** Reviewed initial draft amendments and provided direction on key issues and decision points.
- **November 2023:** Reviewed additional changes made pursuant to 2023 legislation and provided direction on policy questions.

Updates to the City Council Hearing Draft are mostly minor or necessary for further implementation of legislation.

Updates following Planning Commission Hearing

- Updated ORS references that were renumbered at end of 2023.
- Definitions Section:
 - Removed or updated outdated diagrams.
 - Clarified definitions of “facing (building elevation),” “grove (tree),” “height of buildings,” and “primary entrance.”
- Commercial Zone Design Standards:
 - Clarified requirement for certain roof forms over primary building entrances. Added shed roof as an option, in addition to gabled roof.
 - Clarified exterior siding material requirements.
- Other minor clarifications and updates for consistency.

Chapter 17.88 Affordable Housing – updated for consistency with House Bill 3151 (2023)

- HB 3151 expanded the eligibility criteria for affordable housing projects allowed by ORS 197A.445 (i.e., Senate Bill 8 from 2021).
 - Expanded the **property ownership criteria** to include:
 - “A nonprofit corporation that is organized as a public benefit corporation whose primary purpose is the development of affordable housing;
 - A housing authority, as defined in ORS 456.005; and
 - A manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803.”
 - Also expanded **housing types to** include manufactured dwelling parks “that serve only households with incomes of 120 percent or less of the area median income.”
- These provisions have been incorporated into Sec. 17.88.100.

One written comment regarding Chapter 17.88 Affordable Housing.

Previous draft of the SB 8 provisions limited eligibility to either:

- Properties **owned by a public body or a religious nonprofit** organization; or
- Properties zoned for commercial use, for religious assembly, or as public lands
- Commenter requested that the ownership criteria be expanded to include non-profit agencies and for-profit companies

Response: *Eligibility criteria are outlined in state statute. HB 3151 amended the ORS to include projects owned by non-profit affordable housing providers. This addresses some of the commenter's concern.*