



CITY COUNCIL MEETING

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

AGENDA

TO ATTEND THE MEETING IN-PERSON:

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

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/82049921325>

Or by phone: (253) 215-8782; Meeting ID: 82049921325

WORK SESSION – 6:00 PM

1. [Ordinance 2025-15: Amending Conduct and Exclusion Rules in the Sandy Municipal Code](#)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

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

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

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting:

<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

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

NEW BUSINESS

4. [Contract Amendment Approval: Meinig Park Improvements Phase 2](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

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

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Item # 1.

Meeting Type: City Council
Meeting Date: April 21, 2025
From: Tyler Deems, City Manager
Rochelle Anderholm-Parsch, Parks and Recreation Director
Subject: Ordinance 2025-15: Amending Conduct and Exclusion Rules in the Sandy Municipal Code

DECISION TO BE MADE:

Whether to approve Ordinance No. 2025-15 amending conduct and exclusion rules in the Sandy Municipal Code.

APPLICABLE COUNCIL GOAL:

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

BACKGROUND / CONTEXT:

As part of a citywide initiative to ensure clear and enforceable behavior expectations across all City facilities and public lands, staff initiated an effort to update and consolidate conduct and exclusion policies within the Sandy Municipal Code. This effort was undertaken collaboratively by multiple departments, including Police, Transit and Library services, and was reviewed by the City Attorney.

Historically, the City of Sandy's conduct and exclusion rules have applied only to specific facilities and were not comprehensive across all City-owned properties. Specifically regarding parks, the last formal update occurred in 2016 under Ordinance No. 2016.09. Since then, the City has grown significantly, including the establishment of a Parks and Recreation Department in 2021 and the expansion of public amenities.

The Parks and Trails Advisory Board (PTAB) reviewed the proposed parks rules during its [January 8](#) and [February 12, 2025](#), meetings. Input gathered from the Board, park patrons, City staff, and the Sandy Police informed the proposed revisions. The revised "Chapter 12.12 - Rules of Conduct and Exclusion from Public Property," now includes updated park rules and governs conduct and exclusions for all City facilities, including transit, parks, the library, and other public properties.

Ordinance No. 2025-15 repeals [Chapter 12.16](#) in its entirety and incorporates all conduct and exclusion policies into a revised [Chapter 12.12](#), ensuring clarity, consistency, and enforceability across all City-operated spaces.

KEY CONSIDERATIONS / ANALYSIS:

- Reflects Council and departments desire to expand conduct rules citywide.
- Consolidates and modernizes provisions related to exclusion processes, prohibited activities, and appeals.
- Clarifies behavior expectations across all City properties, including parks, public facilities, library, and the transit system.
- Enables consistent enforcement and strengthens public safety and property protection efforts.
- Reviewed by City Attorney; department and advisory board input incorporated.
- Supports a growing city offering expanded public services and infrastructure.
- Reinforces the City's communication goals by codifying and publicizing expectations in a clear, accessible format.

BUDGET IMPACT:

Minimal. Costs related to updated signage or public education will be absorbed within existing department budgets

RECOMMENDATION:

Staff recommends the Council use this work session to review the proposed ordinance and provide feedback as needed. A final ordinance can be brought back for adoption by the Council in the near future.

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance No. 2025-15 (Conduct and Exclusion Rules)
 - Exhibit A: Revised Chapter 12.12 – Rules of Conduct and Exclusion from Public Property



ORDINANCE NO. 2025-15

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

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

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

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

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

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

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

This ordinance is adopted by the City Council of the City of Sandy this 7th day of April, 2025.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

CHAPTER 12.12 - RULES OF CONDUCT AND EXCLUSION FROM PUBLIC PARKS ~~PROPERTY~~**Sec. 12.12.005. - Definitions.**

For the purposes of this chapter:

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

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

"Assistance animal" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~The following rules and regulations governing the use of the public parks in the city are adopted:~~

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

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

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

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

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

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

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

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

~~*Rule 9.* The drinking or possession of intoxicating beverages is allowed only by OLCC permit, special events permit (including rental of facilities through the city) or other permitted activity. Permits issued~~

~~allow only for the consumption and possession of beer and wine by adults 21 years or older. All sales of alcohol are prohibited unless authorized by OLCC permit. The city manager may impose such conditions upon such events, and require such financial security in connection therewith, so as to assure that such events are conducted in a safe manner and consistent with the use of parks by the public.~~

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

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

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

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

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

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

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

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

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

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

A. ~~A.~~ In addition to any other ~~measures remedy or penalty~~ provided ~~for violation of~~by this Code, or any of the laws of the state, any peace officer, as defined by ORS 133.005(3), as amended, ~~or~~

code enforcement officer, City facility manager, City department head, or other person specifically authorized by the City Manager, may exclude any person who violates any provision of this Code, any city ordinance, any laws of the state, or any rule or regulation duly made and issued by the City, ~~Council~~ from any city park specified public land and public facilities for a specified period of not more than 30 days ranging from one day to an indefinite duration, depending on the severity of the violation and whether the person has engaged in repeated violations of the same or different rules. Depending on the severity of the violation, a person may be excluded from public land or public facilities other than the public land or public facilities where the violation occurred.

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

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

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

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

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

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

B.—

~~C. A person receiving the notice may appeal to the Municipal Judge in accordance with 12.12.025 of this chapter to have the written notice rescinded or the period shortened.~~

~~The appeal must be filed within five days of receipt of the exclusion notice, unless extended by the Municipal Judge for good cause shown.~~

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

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

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

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

Sec. 12.12.025. - Appeal.

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

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

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

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

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

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

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

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

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

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

Sec. 12.12.030. - Violation—Penalty.

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

~~Sec. 12.12.040. —Criminal trespass.~~

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

Sec. 12.12.040. - Prohibited activities generally.

- A. *Unlawful Conduct.* No person shall engage in any violation of local, state, or federal law on public land or in public facilities.
- B. *Disruptive Behavior.* No person shall engage in any conduct on public land or in public facilities which unreasonably interferes with the conduct of public business or the use of the public land or public facilities by others.

- C. Compliance with Directives. No person shall refuse to comply with a lawful directive from City employees or law enforcement personnel related to safety, order, and the property use of public land and public facilities.
- D. Restricted Areas. No person shall access or attempt to access a restricted area within public land or public facilities without City authorization.
- E. After-Hours Presence. No person shall enter or remain on public land or in public facilities outside of the posted hours of operation unless authorized by the City.
- F. Blocking Access or Passage. No person shall obstruct or restrict the movement of others on public land or in public facilities, including but not limited to obstructing entrances, walkways, or other public areas.
- G. Threats and Harassment. While on public land or in public facilities, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm.
- H. Endangering Safety. No person shall engage in conduct that creates a hazardous condition or endangers the safety of others on public land or in public facilities.
- I. Sexual Harassment. No person shall engage in sexual harassment in violation of City policies on public land or in public facilities.
- J. Alcohol Possession and Use. No person shall possess, consume, or distribute alcoholic beverages on public land or in public facilities unless expressly authorized by a City permit.
- K. Controlled Substances. No person shall possess, sell, distribute, or use controlled substances on public land or in public facilities, except that a person may possess and use legally prescribed medications as directed by a licensed healthcare provider.
- L. Smoking and Inhalants. No person shall smoke, carry any lighted smoking instrument, or use any inhalant delivery system on public land or in public facilities. As used in this subsection, "smoking instrument" includes cigarettes, cigars, pipes, and similar items and "inhalant delivery system" means any system which delivers nicotine or any controlled substance in the form of vapor or aerosol, such as electronic cigarettes and personal vaporizers.
- M. Misuse or Damage of Public Property. No person shall misuse, vandalize, or damage any public property on public land or in public facilities.
- N. Misuse of Public Restrooms. No person may use a restroom on public land or in a public facility for bathing, laundering, or any other purpose that disrupts the use of the restroom by others. No person may use a mobile device or camera in a restroom or changing area on public land or in public facilities.
- O. Hygiene and Public Nuisances. All persons on public land and in public facilities must maintain hygiene standards so as to not create a public health concern or interfere with the use of the public land or public facilities by others.
- P. Organized Events. No person may organize, conduct, or participate in any tournament, camp, or other activity that requires exclusive use of all or a substantial portion of a public land or public facility without City authorization.
- Q. Urination and Defecation. No person may urinate or defecate on public land or in public facilities except in facilities specifically designated for that purpose.
- R. Artwork, Displays, and Performances. No person shall place any artwork or display, or engage in any performance, on public land or in public facilities, without City authorization. Any such

authorized placement of artwork or displays, or authorized performance, must be stationed so as to minimize disturbance to those wishing to avoid such displays and/or performances, minimize congestion, and promote the flow of foot traffic. All artwork and displays must be placed in areas designated for that purpose.

- S. *Facility Specific Rules.* All persons must comply with any rules or regulations posted on a specific public land or at a specific public facility. These specific rules are supplemental to the general rules and are enforceable as part of this Chapter.
- T. *Non-Discrimination.* All events, programs, and activities held on any public land or at any public facility must be open and accessible to all individuals. Discrimination based on race, color, national origin, sex, gender identity, sexual orientation, age, disability, religion, or any other protected status is strictly prohibited. Event organizers are responsible for ensuring compliance with all applicable federal, state, and local non-discrimination laws. Failure to adhere to this requirement may result in denial of future event permits and other appropriate actions.

Sec. 12.12.050. – Parks rules.

A. Definitions

For purposes of this Section 12.12.060:

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

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

B. Protection of Park Property

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

C. Use of Firearms and Explosives

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

D. Fires

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

E. Motorized Vehicles

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

F. Non-Motorized Vehicles

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

G. Horseback Riding

Horseback riding is prohibited in public parks unless otherwise posted.

H. Alcohol and Smoking

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

I. Littering and Dumping Trash in Parks

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

J. Feeding of Animals

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

K. Disturbing or Harming Animals

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

L. Amplified Sound

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

M. Fishing, Hunting, and Bathing

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

N. Hazards and Nuisances

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

O. Mutilation of Park Notices

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

P. Pesticide Use

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

Q. Public Art

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

R. Signs

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

S. Structures in Parks

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

T. Trail Use

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

U. Protection and Handling of Park Vegetation and Property

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

V. Animals Running at Large

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

permit any dog or other pet to enter any other area that the City Manager or Director has posted as a place prohibited to animals.

W. Domestic Animals in Parks

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

X. Parking and Use of Parking Areas

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

Y. Prohibited Camping

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

Z. Fighting

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

AA. Commercial Activity

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

BB. Geocaching

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

CC. Metal detectors

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

DD. Planes and drones

Operation of motorized models, planes, and drones is prohibited in public parks without written approval from the Director.

EE. Parks Hours and Closure

- a. Parks are open from 6:00 AM to 10:00 PM, except as otherwise determined by the Director during special events or with prior City approval. The Director may establish exceptions for Jonsrud Viewpoint for special weather events or exceptional photo opportunities.

b. Any part or all of a public park may be closed to the public by the following persons for the following reasons:

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

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

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

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

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

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

E. Shopping Carts and Unfolded Carriages or Strollers:

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

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

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

2. A person transporting a pet if:

- a. The animal is kept and held at all times within a secure container appropriate and constructed for carrying the size and type of animal;
- b. The animal can be transported without risk of injury to the animal and without risk of harm or inconvenience to other riders or transit personnel; and

3. A peace officer with a trained police dog.

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

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

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

J. Riding or Transport of Motorized Human Transporters and other Wheeled Transportation Devices except in Compliance with Rules of Law: No person shall operate or ride upon a motorized human transporter or other wheeled transportation device upon a transit vehicle or transit facility except as otherwise permitted by law.

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

L. Excessive Noise: No person shall:

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

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

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

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

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

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

Sec. 12.16.065. - Misuse of city transit system.

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

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

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

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

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

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

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

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

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

Sec. 12.16.070. - Prohibited risks to transit system security and order.

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

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

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

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

E. Harassment and Intimidation:

1. While on a transit vehicle or other transit property, no person shall engage in harassment or intimidation through a course of conduct, including violent, threatening, or disruptive behavior or conduct intended and likely to provoke a violent response, which places another person in reasonable fear of imminent physical harm; and
2. While on a transit vehicle, no person shall continue a course of conduct that may reasonably be expected to result in fear, alarm, or serious offense to other passengers or transit personnel, after having received a lawful directive to cease such conduct or depart the transit vehicle, by a transit employee or a peace officer.

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

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

other transit property; or state a threat of physical harm to a peace officer or transit personnel acting in the course of employment.

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

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

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



CITY COUNCIL MEETING

Monday, April 07, 2025 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

(none)

RESPONSE TO PREVIOUS COMMENTS

(none)

PRESENTATIONS

1. Police Officer Oath of Office: Officer Jordan Ferguson

The Mayor administered the oath to Officer Ferguson, after which photos were taken.

PROCLAMATIONS

2. Arbor Month 2025

The Mayor read the Arbor Month proclamation aloud.

CONSENT AGENDA

3. City Council Minutes: March 17, 2025

MOTION: Adopt the consent agenda

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

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

MOTION CARRIED: 7-0

RESOLUTIONS

3. PUBLIC HEARING: Resolution 2025-13 – Adopting Revised Water and Wastewater System Development Charge Rates

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The City Manager summarized the staff report in the meeting packet, providing an overview and rationale for increasing system development charges to account for increased project costs. He also noted the years in which comparison city SDCs were last adjusted.

Public Testimony

Nolan Wagner: is a homebuilder; rising costs of permitting are unbearable; builders will not build homes in Sandy if fees are too high and he wonders whether the City has considered that; Sandy has had lower fees in the past but home values have been relatively low.

Tom Orth: has divided his 9 lots into 18 for middle housing; 10 lots are not developed; base charges for water and wastewater outstrip consumption costs; needs tax reassessment of his lots; has recently applied for extension of his ERU allocations; is concerned about SDC rates being too high, thus preventing him from building; is concerned that he will run out of ERU allocation extensions before being able to build; is concerned about the budget impact on the City if building does not occur.

Spencer McCoy: has searched for a home in Sandy to buy; increased SDCs will make homes unaffordable along with mortgage costs, utilities, and taxes; high costs will prevent locals with deep Sandy ties from being able to afford a home.

Jason Schuler: is an experienced real estate professional; interest rates and economic factors are making his industry difficult; increased SDC rates will make the situation worse; property

owners are sitting on properties; is concerned that the City may be trying to slow growth; stated he cannot pass along fees to purchasers because of the slow market; suggested that the City sell bonds or pursue other options other than SDC increases

MOTION: Close the public hearing

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

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

MOTION CARRIED: 7-0

Council Discussion

- Summary of the anticipated revenue from the proposed SDC rates over the next 20 years, which was cited in the staff report
- Acknowledgement of the concerns raised by those offering public testimony
- Note that SDC revenue must be used for growth, and that if funds to accommodate growth are not collected from SDCs, ratepayers will have to bear the cost
- Note that the City cannot stop growth per state law, and that the development moratorium exists due to wastewater system challenges
- Acknowledgement that utility rates assume a certain amount of growth, and that if growth ceases rates will need to grow higher, thus balance is needed
- Suggestion that rates could be lowered if the City receives outside funding assistance
- Discussion regarding unfunded mandates from the state
- Acknowledgement that the community is paying for past inaction of City leaders
- Suggestion that without raising SDC rates, the cost burden will remain with ratepayers
- Reflections on SDC methodologies and master planning processes, and increases in infrastructure costs in recent years
- Summary of current efforts to receive state and federal funding assistance
- Acknowledgement of the effect of SDCs on new housing costs
- Note that many other cities have also had to raise SDCs recently
- Discussion on the tax assessment and valuation process
- Suggestion that the City can revisit and potentially lower SDC rates in the future
- Suggestion that the City needs growth and affordable housing, but that the infrastructure deficiencies must be addressed after years of deferral
- Suggestion that SDC waivers may be appropriate in certain circumstances
- Suggestion that the cost of infrastructure cannot only be borne by residents anymore; they cannot continue to afford it
- Suggestion that some kind of SDC equity is needed, and that perhaps the Parks and Transportation SDCs should be lowered to compensate
- Note from Councilor Smallwood that her vote in opposition was the result of the fact that all SDC rates were not being evaluated and adjusted in their entirety

MOTION: Adopt Resolution 2025-13

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

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

Voting Nay: Councilor Smallwood

MOTION CARRIED: 6-1**NEW BUSINESS**

4. PUBLIC HEARING: Ordinance 2025-12: Amending Sandy Municipal Code Chapter 3.28 – Hotel/Motel Tax

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

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

Public Testimony

(none)

MOTION: Close the public hearing

Motion made by Councilor Sheldon, Seconded by Councilor Hanley.

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

MOTION CARRIED: 7-0

Council Discussion

- Clarification on the meaning of the phrase ‘jointly and severally liable’
- Note that the word ‘tax’ needs to be added to the title of section 3.28.050; the Council agreed, and the ordinance adoption motions included this amendment
- Clarification that revenue from this tax goes to the General Fund, and is used for tourism and economic development uses only
- Note that Sandy’s tax predates state legislation that requires certain revenue splits
- Clarification on the reasoning for the timeline in section 3.28.060(F)
- Discussion of the City’s authority to examine tax records
- Clarification of tax collection related to booking fees

MOTION: Approve the first reading of Ordinance 2025-12

Motion made by Councilor Sheldon, Seconded by Councilor Smallwood.

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

MOTION CARRIED: 7-0

MOTION: Approve the second reading of Ordinance 2025-12

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

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

MOTION CARRIED: 7-0**REPORT FROM THE CITY MANAGER**

- Congratulations to Officer Ferguson
- Update on the final stages of construction at Cedar Park
- Congratulations to AJ Thorne on his promotion; note that the question of how to refill his previous position will be examined in coming weeks and will involve a review of department operations and needs
- Note of the upcoming bond sale for drinking water projects
- Reminder of Arbor Day planting on April 24th
- Reminder of the SOLVE event on April 26th
- Note that a background check is proceeding related to the Community Service Officer recruitment
- Reflections on the recent ICMA leadership training conference
- Government relations update: Nellie deVries noted the City's recent meetings with legislators and efforts to gather support in advance of upcoming Ways and Means Committee hearings. She also expressed some concern about the ultimate amount of revenue that will be shown in the state's May forecast. She noted that reception to the City's funding request has been positive.

COMMITTEE / COUNCIL REPORTSCouncil President Hokanson

- Concern about the sufficiency of advertisement in advance of the SDC hearing
- Updates on the SandyNet Master Plan, particularly with regard to revenue targets, and where and when to expand the system
- (Councilor Sheldon left the meeting at this point)

Councilor Hanley

- Chamber of Commerce meeting recap
- Note that the VFW is looking for a new ADA-accessible home
- Reminder of the Library stakeholders meeting on April 16th
- Note of the upcoming Mt. Festival meeting

Councilor Ramseyer

- Transit Advisory Board meeting recap; update on electric buses
- Concern about moving picnic tables at Cedar Park; discussion about the merits of securing tables to the ground

Councilor Smallwood

- Note that she is unavailable for upcoming Budget Committee meetings
- Suggestion that changed times for regular Council meetings need to be better advertised

Councilor Mayton

- Overview of the Mt. Hood Economic Alliance small lending program
- Water / wastewater oversight committee meeting recap
- Acknowledgement of the concerns raised by developers during the SDC hearing
- Reminder of the Sportsman's Breakfast on April 26th

Mayor Walker

- Clackamas County Business Alliance meeting recap
- Questions about HB 2138 and its applicability to the City
- Thoughts about building a coalition of support for the City's wastewater funding request
- Updates related to contracting for communications and economic development services
- Suggestion to host an upcoming CCA dinner at Cedar Park
- Notes on the scope of the new Community Livability Task Force
- Reminders of the upcoming Kiwanis Easter egg hunt and the Sportsman's Breakfast

STAFF UPDATES

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

ADJOURN



STAFF REPORT

Item # 3.

Meeting Type: City Council
Meeting Date: April 21, 2025
From: Patrick Depa, Senior Planner
Subject: Scales Avenue Road Closure Request – Mount Hood Farmers Market (AntFarm)

DECISION TO BE MADE:

Whether to approve the Scales Avenue road closure associated with the Mount Hood Farmers Market for multiple dates as outlined in Exhibit A.

APPLICABLE COUNCIL GOAL:

(none)

BACKGROUND / CONTEXT:

Per Sandy Municipal Code 12.02.030, "The City has jurisdiction and exercises regulatory management over all rights-of-way within the City under authority of the City Charter and state law."

The requested road closure is for multiple dates throughout the summer from May 16, 2025, to October 17, 2025. The road closure will only be active on the Friday's that fall between the above said dates from 1:15 pm to 7:15 pm.

Staff received a temporary land use application and other related materials on April 1, 2025, requesting approval of the Mount Hood Farmers Market to be held every Friday from 2 pm to 7 pm in downtown Sandy to the east of the AntFarm building at 38600 Proctor Blvd. The road closure is a continuation of the expanding popularity of the Mount Hood Farmers Market and the expected number of participants, booths, vendors, and visitors.

The applicant is proposing the following during this event:

- Large tent will be installed for the Mount Hood Farmers Market season
- Additional ten-foot by ten-foot vendor booth areas for single dates or full season attendance
- Two temporary food carts as well as other vendors that are selling packaged food
- Music – invitation to local and regional musicians
- Power of Produce (POP) – AntFarm volunteers commit to teaching children healthy eating
- Sustainable Living Classes two times a month covering recycling, reuse, and gardening

The applicant submitted an application, road closure request, site plan, narrative, insurance coverage, and owner authorization. These submittals are provided as exhibits to this staff report.

KEY CONSIDERATIONS / ANALYSIS:

City policy/practice is to require City Council approval for all road closures within the downtown core. Additionally, applicants must receive [right-of-way permit](#) approval from the Public Works Department.

BUDGET IMPACT:

(none)

RECOMMENDATION:

Approve the temporary road closure of Scales Avenue from 1:15 pm to 7:15 pm for each Friday from May 16, 2025, to October 17, 2025, for File No. 25-013 TEMP Mount Hood Farmers Market following all the requirements set forth by the City of Sandy Public Works Department. This application meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a desirable event in downtown Sandy.

SUGGESTED MOTION LANGUAGE:

"I move to approve the Scales Avenue road closure in conjunction with land use File No. 25-013 TEMP – Mount Hood Farmers Market from 1:15 pm – 7:15 pm for each Friday from May 16, 2025, to October 17, 2025."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application, owners' authorization, narrative, and site plan
- Exhibit B. Road Closure Request Letter
- Exhibit C. Fire Marshal email approval
- Exhibit D. Certificate of Liability Insurance coverage and ODOT Permit request



General Land Use Application

1 page

Name of Project:	Mount Hood Farmers Market
Location or Address:	38600 Proctor Blvd

Map & Tax Lot #	T: 24E	R: 13CB00	Section: 0700	Tax Lot (s):
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Request: This request is for the permit to run the 2025 Mount Hood Farmers Market at 38600 Proctor Blvd in Sandy Oregon from May 16th through October 17th, 2025. We have prepared the market plans with the approval from the Fire Marshall. An ADA bathroom will be accessible to vendors and the public.
--

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

Applicant (if different than owner) AntFarm Inc (Two Foxes Singing)	Owner Leathers Oil
Address 39140 Proctor Blvd	Address 255 Depot Street
City/State/Zip Sandy, OR 97055	City/State/Zip Fairview OR, 97055
Email nunpa@antfarmyouthservices.com	Email aaron@leathersfuels.net
Phone 971-275-2893	Phone 503-661-1244
Signature <i>2 Foxes Singing</i>	Signature letter and signature on file

Staff Use Only

File #: 25-013 TEMP	Date: 4/1/25	Fee\$:	Planner:
Type of review: Type I <input type="checkbox"/> Type II <input type="checkbox"/> Type III <input type="checkbox"/> Type IV <input type="checkbox"/>			
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting:			

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

To: The City of Sandy

March 25, 2025

RE: Update and Revision to Previous Authorization Letter
Privileges Granted to Ant Farm / Woape, Inc. by Landlord (Brent Leathers)

Dear Ma'am and/or Sir,

This letter is meant to replace an authorization letter from Leathers Enterprises, Inc. dated August 18, 2016, to Noryne Robinson of the City of Sandy. Said letter outlined and authorized uses that are acknowledged and permitted by the previous property owner, Leathers Limited Partnership. The property parcels identified in that previous authorization letter are now owned by me (Brent Leathers).


As you know, Woape, Inc., d.b.a. AntFarm, has leased from Leathers the property parcels at and adjacent to 38600 SE Proctor Blvd. This includes three parcels on Clackamas County map number 24E13CB (tax lots 700, 900, 901).

I hereby authorize Woape, Inc. to continue the activities outlined in that previous letter for the duration of the Lease term. Activities expressly permitted include the Farmers' Market, the sale and storage of a variety of products including but not limited to, farm produce, nursery stock, seasonal items (e.g., pumpkins, Christmas trees, fireworks), food vendors and artisans, whether by retail or wholesale or both, for the express purpose of fund raising with the sole provision that in no way shall such activities violate any other terms or conditions of the lease.

The lease agreement provides the following "Use of Premises" section: "The Premises shall be used by Lessee for storage of gear, tools, and supplies; as a launch point for the youth recycling program; and for Farmers' Market and YouthCore and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance or that disturbs owners and/or occupants of, or causes damages to, neighboring premises or properties."

Thank you for your consideration of this letter of approval. If you have further questions or concerns, please feel free to contact me as indicated below.

Sincerely,



Brent Leathers
35050 SE Carpenter Lane
Gresham, OR 97080
503-956-2200

Mount Hood Farmers Market Plans May 16, 2025

1. Parking and flow: Vendors will utilize the North entrance from Proctor next to the Big Apple. They will pull in, unload, and then pull back out. Vendors will not use the parking lot at the Outdoor Building nor the market adjacent parking. Only vendors who are setting up along the side of Big Apple or under the main tent will be allowed to drive onto the grounds.
2. Food Vendors: There are currently three hot food vendors as well as 4 that are selling packaged food. There is a potential for more as applications are still coming in.
3. Large tent: This is the vendor tent used during the MH Farmers Market season. We put this up around the first or second week of May depending on the weather, and to take it down by November 1st. It will have pre-designed 10 x 10 vendor booth areas. For those vendors who commit to a full season, they will be assigned permanent spots. Music will be placed on one end in a separate 12x12 tent further out in the field to ensure the sound is not too loud for the vendors. All other canopies are at least 20ft from the main tent.
4. Signs and banners: We will have two large banners on posts at opposite corners of the Mount Hood Farmers Market grounds. These will be 4ft by 4ft. We will also have "burma shave" highway signs on highway 26 from both sides.
5. Electricity: Electrical service is available from the Outdoor Building.
6. 2025 Market dates and times: Friday, May 16th — Friday, October 17, 2025, 2pm-7pm. There will be no market on the Friday of Mt. Festival if the grounds are needed. There will also be no market on July 4th.
7. Activities and events at the market — It is important to have important opportunities for people's participation. AntFarm will assist with organization of Power Of Produce , Sustainable Living and Community supported classes.
 - a. Music —The Market Manager will take the lead on planning, organizing, calling, and inviting musicians.
 - b. POP (Power of Produce) — AntFarm staff and volunteers feel strongly that this children's program needs to be continued. AntFarm will provide volunteers and interns to run this booth.
 - c. Sustainable Living classes - two times a month at the market an AntFarm staff will facilitate a community Sustainable Living class. This will cover areas such as recycling, reuse, gardening, composting, etc. one or two times a month, a topic centered class will be offered by community members wishing to teach. We have had some interest in this so we will explore the feasibility of it.
 - d. State benefits — we accept Snap and offer Double Up Food Bucks. We also accept the Farm Direct Nutritional Program (FDNP) checks.

Permit Map Descriptions

1. Mount Hood Farmers Market Tent - 30' x 50'; placed in southern section of lot
2. Music Tent — 8' x 12'; placed North of big tent

3. Banners —
 - a. 4' placed in Northeast corner of lot
 - b. 4' placed adjacent to market tent on Southeast corner of lot
4. AntFarm Outdoor Building — 30' x 60'; storage and shop area for AntFarm Outdoors Programs, an ADA bathroom, and vendor booth spaces
5. Scales Ave will be closed down and vendors will be set up along the road. There will be at least two food carts on site.

37 38

live sign

AD sign

Apple Market
Moa Chain

39

36 13

12

40

35 14

11

41

34 15

10

42

33 16

9

43

32 17

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44

31 18

7

45

XX XX

XX

XX XX

XX

30 19

6

48

29 20

5

28 21

4

27 22

3

26 23

2

25 24

1

Music

Potential Food Carts

Ant Farm

→

51

50

49

↓

46

47

live sign



April 2, 2025

Dear Sandy City Council,

On behalf of the Mount Hood Farmers Market, we would like to formally request the closure of Scales Avenue for the duration of our 2025 market season. Specifically, we are requesting Scales Avenue be closed every Friday from **1:15 PM to 7:15 PM**, beginning **May 16, 2025, through October 3, 2025**.

The Mount Hood Farmers Market has been a vibrant centerpiece of our community for the past ten years. Each week, we bring together a diverse group of local farmers, artisans, and food vendors, and offer free community programs, youth activities, and live music. We proudly support access to healthy food through SNAP, Double Up Food Bucks (DUFBS), and the Power of Produce (POP) programs.


In 2023, the market grew beyond the capacity of our designated space, and we were granted permission to close Scales Avenue for the second half of the season. In 2024, we were fortunate to expand onto Scales Avenue for most of the season, though we scaled back road usage near the end due to a decrease in vendor attendance as the season wound down.

Given our continued growth, we are requesting approval to utilize Scales Avenue for the **entire 2025 market season**. In 2023, we averaged 37 vendors per week. In 2024, that number increased to 42 vendors. For 2025, we anticipate a weekly average of at least 40 vendors. Several new food vendors will be joining us, and expanding into Scales Avenue will help ensure compliance with fire safety regulations and provide ample space for seating, dining, and enjoying our weekly music performances.

We deeply value the support the City of Sandy has shown to the market, and we believe this expansion will enhance the community experience for all attendees.

Please feel free to contact me with any questions at mhfm@antfarmyouthservices.com or **503-482-9358**.

Thank you for your time and consideration.

Warm regards,
Jenny Rippey 
Market Manager
Mount Hood Farmers Market
AntFarm Youth & Family Services



Patrick Depa <pdepa@ci.sandy.or.us>

Farmer's Market Layout and Road Closure

3 messages

Patrick Depa <pdepa@ci.sandy.or.us>
To: "Boumann, Mike" <mike.boumann@clackamasfire.com>

Fri, Apr 4, 2025 at 9:52 AM

Hi Mike,

Can you please look over the Antfarm Farmers Market plan I attached. They are planning to close Scales Avenue like they did last year for every Friday afternoon throughout the summer.

If you plan on approving their layout or want to add some additional comments please do. If you have already reached out to them or plan to please keep us in the loop.

I am taking their request to the April 21st City Council meeting. A short letter of your decision to put in our file would be fine. Thank you.



Patrick Depa
Senior Planner

City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055
(503) 783-2585
pdepa@ci.sandy.or.us



 **2025 Mount Hood Farmers Market Land Use Application (April 1 2025).pdf**
377K

Boumann, Mike <mike.boumann@clackamasfire.com>
To: Patrick Depa <pdepa@ci.sandy.or.us>

Mon, Apr 7, 2025 at 12:17 PM

Hi Patrick,

Yes, Fire Inspector Pedersen made a site visit last Wednesday and spoke with Jennifer about their plan including the required fire extinguishers.

Clackamas Fire is in approval of the 2025 Mount Hood Farmers Market event layout with the Scales Street closure as long as the barricades remain the easily removable Type III barricades.

Thank you for asking as always.

Respectfully,

[Mike Boumann](#)

Captain Deputy Fire Marshal
direct: 503.742.2673



"Here for you"

CLACKAMAS FIRE DISTRICT #1
WWW.CLACKAMASFIRE.COM
503-742-2600

From: Patrick Depa <pdepa@ci.sandy.or.us>
Sent: Friday, April 4, 2025 9:52 AM
To: Boumann, Mike <mike.boumann@ClackamasFire.com>
Subject: Farmer's Market Layout and Road Closure

[Quoted text hidden]

This e-mail is a public record of the City of Sandy and is subject to the State of Oregon Retention Schedule and may be subject to public disclosure under the Oregon Public Records Law. This e-mail, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please send a reply e-mail to let the sender know of the error and destroy all copies of the original message.



Scales Avenue Road Closure Map.JPG
240K

Patrick Depa <pdepa@ci.sandy.or.us>
To: "Boumann, Mike" <mike.boumann@clackamasfire.com>

Mon, Apr 7, 2025 at 12:40 PM

Thank you Mike.

Patrick Depa
Senior Planner

City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055
(503) 783-2585
pdepa@ci.sandy.or.us



[Quoted text hidden]



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD)
08/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783		CONTACT NAME: Ronni Phillips PHONE (A/C No. Ext.): (503) 227-1771 FAX (A/C No.): (503) 274-7644 E-MAIL ADDRESS: rphillips@epbb.com	
INSURED ANTFARM Inc. 39140 Proctor Blvd Sandy OR 97055		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Assurance Company INSURER B: Great American Alliance Insurance Company INSURER C: SAIF Corporation INSURER D: Coalition Ins Co INSURER E: INSURER F:	
		NAIC # 26344	

COVERAGES **CERTIFICATE NUMBER:** 24-25 GLAL U EO Ab Cy **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$1m/\$3m GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PAC4502644	08/25/2024	08/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse or Molestation- \$ 1m/\$3m COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAPE873595	08/25/2024	08/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB4502645	08/25/2024	08/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	100037709	08/01/2024	08/01/2025	E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	NetWork & Information Security Liability Full Prior Acts, Continuity 8/25/22		C4LTY145255CYBER2024	08/25/2024	08/25/2025	Retention \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Oregon Department of Transportation



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS :

KEY#

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER US-26/26/Mt. Hood				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER US-26	COUNTY Clackamas			<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS Scales Ave, within the city of Sandy				<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP	DESIGNATED FREEWAY <input type="checkbox"/> YES <input type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW		
APPLICANT NAME AND ADDRESS AntFarm dba Mt. Hood Farmers Market 39140 Proctor Blvd Sandy, OR 97055				<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
				FOR ODOT USE ONLY BOND REQUIRED REFERENCE: AMOUNT OF BOND <input type="checkbox"/> YES <input type="checkbox"/> NO OAR 734-055-0035(2) INSURANCE REQUIRED REFERENCE: SPECIFIED COMP. DATE <input type="checkbox"/> YES <input type="checkbox"/> NO OAR 734-055-0035(1)		

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PYMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
24.1	24.15			BOTH					

DESCRIPTION OF DESIRED USE

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED

☒ YES [OAR 734-055-0025(6)] ☐ NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

☒ YES [OAR 734-055-0100(2)] ☐ NO [OAR 734-055-0100(1)]

- AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE Josey Allen AT PHONE NO.: 503-665-4006 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: D2Cup@Odor.Oregon.Gov. SPECIFY TIME AND DATE WORK IS TO OCCUR.
- A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS (FOR ODOT USE ONLY)

At the time of lane and/or complete roadway closure and again when the lane and/or complete roadway is opened on a state highway the Applicant or their Contractor is required to notify ODOT Traffic Management Operations Center (TMOC) 503-283-5859. If during the course of their permitted work the Applicant or their Contractor come across personal property in their work zone they need to contact their permit specialist. The personal property may not be removed by the Applicant or their Contractor. ODOT is not responsible to collect and dispose of sharps or biohazard material found within the project limits.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X		TITLE		DATE
APPLICANT SIGNATURE <i>Josey Allen</i>		APPLICATION DATE 4/7/25		TELEPHONE NO. 503 482-9358
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		DISTRICT MANAGER OR REPRESENTATIVE X		APPROVAL DATE

Scales Road Closure

2CM40471

Legend





STAFF REPORT

Item # 4.

Meeting Type: City Council
Meeting Date: April 21, 2025
From: Rochelle Anderholm-Parsch, Parks and Recreation Director
Subject: Contract Amendment Approval: Meinig Park Improvements Phase 2

DECISION TO BE MADE:

Whether to award an amendment to the existing contract with Lango Hansen Landscape Architects (LHLA) for Phase 2 of Meinig Park improvements.

APPLICABLE COUNCIL GOAL:

[5.1.1: Complete Meinig Park renovations.](#)

BACKGROUND / CONTEXT:

Consistent with Council direction, Sandy Parks and Recreation is pursuing phased improvements of Meinig Park. The original contract with Lango Hansen Landscape Architects (LHLA) in May 2024 for the first phase of design work is attached for reference. The scope of Phase 1 included schematic design, community engagement, conceptual planning, and early cost estimating. Phase 1 involved numerous meetings with staff, stakeholders, and public representatives, ensuring robust community input. Input was also received from several online surveys and open houses.

Through the Phase 1 work, priorities were identified through that input, Parks Board feedback, and City Council direction, emphasizing restoration of failing infrastructure and improved accessibility throughout the park. Phase 1 resulted in the prioritization of improvements which included the City Hall parking lot, ADA pathway connections and access, lighting, and hillside seating. These foundational improvements laid the groundwork for the next phase of work, which is now before the Council for consideration.

Over the past year, the project has received continued support and is a council goal for 2025-2027. Phase 2 now seeks to advance the next layer of improvements consistent with the updated Meinig Park Concept Plan and prioritized improvements.

KEY CONSIDERATIONS / ANALYSIS:

Total park improvements prioritized through over a year of engagement include reconstructed pathways, upper parking lot upgrades, hillside seating and access updates, and lighting and electrical upgrades.

Phase 2 includes design refinement, construction drawings, permitting, bidding, and construction observation. Specifically, Phase 2 will:

- Advance design refinement / design development to 100% Design Development, which will serve as the basis for land use submittal
- Develop construction drawings and updated cost estimates
- Support permitting processes
- Provide support during bidding
- Include construction observation once construction begins

Tentative schedule from LHLA's scope:

- Kick-off Meeting: April 2025
- 100% DD / Land Use Submittal: May 2025
- 90% CD / Permit: July 2025
- Receive Permits: September 2025
- Post Bid Documents: November 2025
- Bid Opening: December 2025
- Bid Award: December 2025
- Council Approves Contract: January 2026
- **Construction Pause for Mountain Festival: July 7 – July 15, 2026**
- Substantial Completion: October 2026
- Final Acceptance: November 2026

Project Funding Approach:

LHLA and staff understand that the Parks Department is making every effort to secure funding for the entire scope of the improvements outlined in the amendment. However, those funds have not been finalized. It is the intention of staff and LHLA to document all proposed improvements. If less funding is available, staff and LHLA will work together to revise construction drawings and the construction scope to reflect the available park funding.

This second phase prioritizes shovel-ready design work. Importantly, LHLA has collaborated closely with staff to ensure the approach remains flexible, allowing the City to implement certain elements of the plan as budget permits. This phased implementation strategy is intentional and strategic, ensuring Sandy can move forward without overextending financial resources.

The attached scope of work includes a disclaimer from LHLA acknowledging the City's need for flexibility and phasing due to funding uncertainty.

Additionally, it makes strategic and financial sense to proceed with an amendment to LHLA's existing contract. LHLA is already deeply familiar with and created the Meinig Park Master Plan and conceptual designs, having led the first phase of the project. They bring critical knowledge of local code requirements, permitting expectations, and design intent. Continuing with LHLA is the most efficient and cost-effective option to keep the project moving forward. It also supports the City's phased construction strategy by maintaining continuity and design consistency while allowing for adaptability in response to available funding.

BUDGET IMPACT:

The total amount for this contract amendment is \$179,400. This amendment is to the existing contract with Lango Hansen Landscape Architects (LHLA) dated May 22, 2024. The initial phase was contracted at \$36,900 and included base scope items and a rendering of the Fantasy Forest to support public engagement around community preferences for the site. This second phase brings the total contract value to \$219,890.

This amendment includes all tasks necessary to take the Meinig Park Improvement Project through design refinement, land use, construction drawings, permitting, bidding, and construction observation.

Construction funding for this work will come from 2025–2027 projected Parks System Development Charges (SDC) allocated to Meinig Park improvements.

Currently, the Parks and Recreation Department has earmarked \$1,000,000 in Parks SDCs in the proposed 2025–2027 budget for Meinig Park. In addition, staff is actively pursuing approximately \$791,000 in grant funding and has initiated discussions regarding the use of urban renewal funds. Urban renewal dollars, if approved, would be targeted toward improvements located within the boundary, specifically the City Hall parking lots, ADA access from City Hall into the park, and select shelter upgrades.

Staff recognizes that the request for urban renewal funds is contingent upon the upcoming budget process. Advancing Phase 2 ensures the City has complete construction drawings, enhancing its competitiveness for future grant applications and funding. It also positions the project for phased implementation as additional resources become available.

RECOMMENDATION:

Staff recommends approval of the contract amendment with Lango Hansen Landscape Architects for Phase 2 Meinig Park Improvements.

SUGGESTED MOTION LANGUAGE:

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

LIST OF ATTACHMENTS / EXHIBITS:

- LHLA Phase 2 Scope of Work and Amendment
- Meinig Park Phase 2 Concept Map
- Original Phase 1 LHLA Contract for Reference

FIRST AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into between the City of Sandy, Oregon, whose address is at 39250 Pioneer Boulevard, Sandy OR 97055 (“City” or “Client”) and LANGO HANSEN LANDSCAPE ARCHITECTS, PC whose address is 1100 NW Glisan St. #3a, Portland OR 97209 (“Consultant” or “Lango Hansen”).

RECITALS

The parties entered into a Professional Services Agreement (“Agreement”) whereby Consultant agreed to provide the City with certain services as set forth in the Agreement. The Parties desire to amend this Agreement to increase the Agreement value and expand the stated scope of work.

TERMS

1. Scope of Services; Exhibit A. The Scope of Services attached to the Agreement as Exhibit A shall be supplemented by the Scope of Services attached to this First Amendment as “Exhibit A, Rev. 1”. All references to “Exhibit A,” “Scope of Services,” and “Services” within the Agreement shall collectively refer to “Exhibit A” and “Exhibit A, Rev. 1.”
2. Compensation. The dollar value set forth in Section C.1 of the Agreement is wholly deleted and replaced with “Two Hundred and Nineteen Thousand, Eight Hundred and Ninety Dollars (\$219,890).”
3. Interpretation; Remaining Terms. From and after the Effective Date, “Agreement” means the original Agreement as amended. Except as expressly modified by the terms and conditions of this First Amendment, the parties ratify and confirm each of the terms and conditions of the Agreement which, the parties acknowledge and agree, remains in full force and effect. In case of conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall apply.

IN WITNESS WHEREOF, the Parties have executed this First Amendment intending it to be effective as of the date last set forth below (the “Effective Date”).

CITY OF SANDY, OREGON

By: _____
Print Name: Tyler Deems
Title: City Manager

Date: _____

LANGO HANSEN LANDSCAPE
ARCHITECTS

By: _____
Print Name: Kurt Lango
Title: Principal

Date: _____

April 11, 2025

Rochelle Anderholm-Parsch
Parks and Recreation Director
City of Sandy Parks & Recreation Department
38348 Pioneer Blvd.
Sandy, OR 97055

RE: Meinig Park Improvements – Construction Documents + Construction Observation

Dear Rochelle,

We are excited to submit this proposal for the documentation of the phase one improvements for Meinig Park. These improvements include reconstructed pathways, upper parking lot upgrades, hillside seating and access updates, and lighting and electrical upgrades at Meinig Park. This proposal is based on our conversations, site walks and the master plan effort completed during 2024. We understand that the scope of improvements includes the following focus areas outlined in the master plan:

- Pathway Improvements
 - Asphalt removal and replacement
 - Pathway realignment to meet ADA standards
 - Selective tree removal
 - Planting to repair disturbed landscape areas
 - Pedestrian sidewalk at parking lot
 - Accessible pedestrian entry into the park at main City Hall parking lot
- Upper Parking Lot
 - Asphalt paving and striping
 - Parking lot lighting
 - Accessibility upgrades
- Hillside Seating and Access
 - (3) picnic shelters and decks
 - Stone retaining walls
 - Concrete stairs and handrails
 - Asphalt paths and concrete pads
 - Site furnishings
 - Ornamental planting
- Lighting
 - General electrical system upgrades
 - Pathway pole lighting
 - Electrical outlets

Based on the public outreach and the master plan process as well as conversations with the Parks Department, the pathway improvements focus area, and the electrical improvements identified under the miscellaneous improvements will be documented and permitted.

We have outlined the process below for construction documentation and construction. We have brought on Firwood Design Group for civil, R&W Engineers for electrical, Todd Prager & Associates as consulting arborist and Equilibrium Engineers to provide assistance on structural decking details. We would ask that the City of Sandy provide a topographic survey.

TASK 1 DESIGN REFINEMENT, CONSTRUCTION DOCUMENTS, PERMITTING

TASK 1.1 DESIGN REFINEMENT / DESIGN DEVELOPMENT

We will take the work completed during the master plan phase and develop it to a schematic design level. Part of this effort will include a site visit with the client, LH and the arborist. We will walk the extent of the project area to get input from the arborist regarding the proposed improvement any potential impact ib existing trees. We will consult with the arborist to develop specific strategies for path repair and reconstruction. We suggest a submittal at 100% DD. This submittal will serve as the basis of the land use submittal.

Documents:

Demolition / Materials Plan
Grading Plan
Planting / Irrigation Plan
Site Details

Meetings:

Site Walkthrough

TASK 1.2 CONSTRUCTION DOCUMENTS/PERMITTING

Building on the design refinement phase, we will develop the plans for the pathway, the upper parking lot, hillside seating and access and lighting and electrical to further refine the park's programmatic elements.. We would suggest submittals at 50%, 90% and 100%. With each of these submittals, we will meet with you and your staff to incorporate comments. A cost estimate will be issued with these sets. We will issue the 90% set to the City for permitting. A separate fee has been provided for the new single source electrical service task. Because the overall extent of disturbance will be greater than one acre, we are assuming that a 1200c permit will be required for these improvements. Based on conversations with the Planning Department, it is our understanding that a stormwater permit will not be required for the proposed pathways, parking lot paving or shelter reconstruction as they are considered to be maintenance work and are the replacement of existing like improvements.

Documents:

Demolition Plan
Materials Plan
Layout Plan
Grading Plan
Erosion Control Plan
1200c DEQ Permit Plans
Planting Plan
Irrigation Plan
Utility & Electrical Plans
Site Details
Structural Details

Meetings:

Page Turn Meetings

TASK 2 BIDDING, CONSTRUCTION OBSERVATION

TASK 2.1: BIDDING

Lango Hansen will prepare final construction documents based on comments that we receive during the permitting process. The design team will address technical questions related to the documents including substitution requests during the bid process. We will also attend the pre-bid conference. After award of the project, we will incorporate all the bid addenda revisions, value engineering and permit revisions into a final construction document conformance set. If the bids come in higher than the budget allows, we will work with city staff to identify components of the design to bring the project into budget.

Documents:

Addenda Material
Final Conformance Set

Meetings:

Pre-Bid Conference
City Staff Meeting to Review Final Bids
City Council Bid Presentation

TASK 2.2: CONSTRUCTION OBSERVATION

At the beginning of the Construction Observation process, the design team will attend the preconstruction meeting to meet the contractor, provide an overview of the goals and vision for the project, and answer any questions. The design team will provide technical support throughout the CA process. This includes reviewing and responding to submittals, RFI's, Change Order requests, and Pay Applications. Lango Hansen will attend weekly site meetings and will prepare field reports based on those visits. Other design team members will conduct site visits and special inspections (e.g., permit inspections, erosion control) on an as-needed basis, and will provide field reports based on those visits.

Meetings:

Preconstruction Meeting
Weekly Site Meetings
Substantial Completion and Final Acceptance Walkthroughs

DRAFT SCHEDULE

Kick-off Meeting	March 7
100% DD / Land Use Submittal	May 10
50% CD	June 2
90% CD / Permit	July 1
Receive Permits	September 1
100% CD / Post Bid Documents	November 1
Bid Opening	December 1
LHLA Recommends Bid Award	December 15
Council Approves Contract	January 7, 2026
Pre-construction Meeting	January 12, 2026
Const pause for Mountain Festival	July 7 – July 15, 2026
Substantial Completion	October 1, 2026
Final Acceptance	November 1, 2026

BASE FEES:	LH	FDG	R&W	PRAGER	EQUILIBRIUM
Design Refinement	16,000	8,000		7,000	
Construction Documents	58,000	6,000	38,000	9,700	1,000
Permitting	2,000	1,500	500		1,500
Construction Observation	17,000	1,000	10,000	*	
Subtotal	93,000	8,500	48,500	17,700	10,000
TOTAL LABOR	\$177,700				
REIMBURSABLES	\$1,700				

*The fees above include construction observation services for all consultants except for the arborist. We recommend that Prager & Associates be retained for construction observation services and that their services be billed on a time and materials basis.

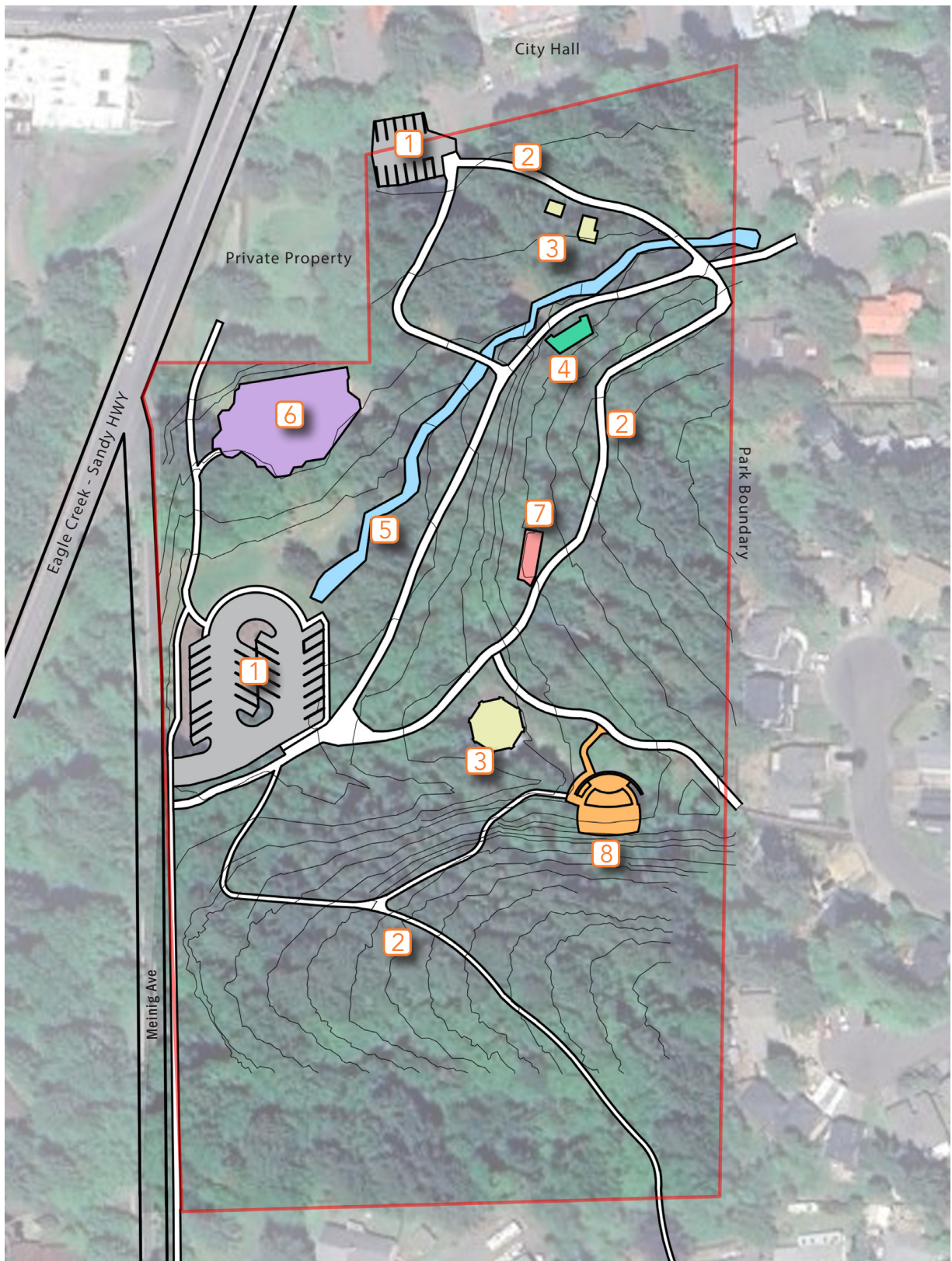
We understand that the Parks Department is making every effort to secure funding for the entire scope of site improvements outlined above but those funds have not been finalized yet. It is Lango Hansen's intention to document all of the proposed improvements. However, if less funding is available, we will revise the construction documents to reflect the available park funding.

Thank you for the opportunity to submit this proposal and please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects

A handwritten signature in black ink, appearing to read 'B. Martin', with a stylized flourish extending to the right.

Brian Martin
Senior Associate



EXISTING IMPROVEMENTS

NOT TO
SCALE



- 1 PARKING LOT
- 2 PARK PATHWAY SYSTEM
- 3 PICNIC SHELTERS

- 4 MAIN STAGE
- 5 NO NAME CREEK
- 6 FANTASY FOREST PLAYGROUND

- 7 RESTROOMS
- 8 AMPHITHEATER



**CITY OF SANDY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Sandy, Oregon (hereinafter referred to as the "City"), and LANGO HANSEN LANDSCAPE ARCHITECTS, PC). (hereinafter referred to as "Consultant") for the project commonly known as the (Meinig Park Improvements Phase 1) ("Project").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City, and shall be returned to Consultant to affix such signature, stamp or initials, as appropriate. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose

work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly. The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to the services as contemplated by this Agreement.

- B.4 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.5 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

C. Compensation

- C.1 City agrees to pay Consultant not more than (\$36,990) (Thirty Six Thousand Nine Hundred and Ninety Dollars) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on the fee proposal as provided in Exhibit A. Compensation shall be only for actual tasks as listed in the fee proposal and time worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the deliverables devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Fee Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing without the prior written consent of both parties to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth in Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing. Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.4 City shall be responsible for payment of required fees, payable to governmental agencies (including, but not limited to fees related to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project) and not specifically covered by Exhibit A.
- C.5 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

- C.6 In the event Consultant's responsibilities as described in Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

D. City's Project Manager

The City's Project Manager is (Rochelle Anderholm-Parsch, Park and Recreation Director). City shall give Consultant prompt written notice of any resignation of its Project Manager.

E. Consultant's Project Manager

Consultant's Project Manager is (Kurt Lango, Principal). In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such resignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

F. Project Information

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

G. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

H. Consultant is Independent Contractor

- H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.

Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.

- H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City in writing, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- H.5 No person shall be employed under the terms of this Agreement as described herein in violation of any wage and hour laws.
- H.6 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incidental to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and

hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultant's compensation is based.

H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

I. Indemnity and Insurance

I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City against any and all claims of loss or damages including reasonable costs, expenses, and attorney's fees to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from claims, losses and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 Reserved.

I.2.3 In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be

considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be canceled or reduced or materially changed by endorsement. The Consultant shall provide not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

I.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.

I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$2,000,000 per occurrence and in the aggregate.

I.2.5.4 Professional liability insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any

other requirements of this Agreement, such subcontractors shall provide Professional Liability Insurance in an amount and form of coverage that complies with the requirements of paragraphs I.2.1, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in all insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City shall be excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

J. Early Termination

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and

J.1.3 By Consultant, effective upon 14 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

K. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

L. Subconsultants and Assignments

L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the City Project Manager. In all subcontracts entered into by the Consultant pursuant to this Agreement, the City shall be named as an express third-party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City beyond the scope of payment for services as contemplated by this Agreement.

L.2 City shall have the right to let other contracts be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers, consultants and other City contractors on this and related City projects, and the City itself, so that all portions of this and other projects may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and consultants and affected public utilities, whose designs are fitted into Consultant's designs and detail drawings, giving full information so that conflicts can be avoided.

Access to Records
The City, Oregon Secretary of State's Office, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Oregon Secretary of State's Office, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

M. Work is Property of City

M.1 Originals or Certified copies of the original work forms, including but not limited to documents, reports, data, spreadsheets, digital files, presentations, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Consultant shall be entitled to keep copies of all work products produced.

M.2 Reserved.

N. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

O. Adherence to Law

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS Chapter 279C shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425A, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses (including a City business license) or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

P. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks beyond which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has previously agreed to pay.

Q. Other Conditions

Q.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by

the Consultant will be adequate and sufficient to accomplish the purposes of the Project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

Q.1.1 Reserved.

Q.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant agrees and understands that as part of the service it is providing are professional assessments of cost and price of labor and materials; potential for unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; evaluation of the likelihood of issues arising regarding time or quality of performance by third parties; quality, type, management, and direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. While the parties acknowledge that the work contemplated under this Agreement cannot provide exact costs, Contractor agrees, acknowledges and understands that the City intends to rely on Contractor's expertise in accurately evaluating Project costs, financial aspects, economic feasibility, and schedule estimates.

Q.1.3 Record Drawings. Records, drawings, and reports will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is

responsible for any errors or omissions about which the Consultant knew or should have known in the information from the City or those employees or firms employed by the Consultant under the terms of this Agreement as stated therein that is incorporated into the records, drawings and reports.

- Q.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any other previous or subsequent breach by Consultant.

R. Assignments of Products Rights

- R.1 The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.
- R.2 The City agrees to include the Consultant's name and give credit to the consultant or the design in presentation and publication of the design and completed work resulting from this Agreement.

S. Dispute Resolution

- S.1 Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, 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 mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- S.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.
- S.3 The parties shall exercise good faith efforts to select a mediator, who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either 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 Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

T. Integration

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

U. Miscellaneous / General


Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein. Any conflict between a term or condition of this Agreement and a term or condition contained in an exhibit to this Agreement will be resolved in favor of the language in this Agreement.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 22 day of May, 2024.

[Signatures on Following Page]

CITY OF SANDY

By  _____

Rochelle Anderholm-Parsch,
Parks and Rec. Director
Project Manager

City of Sandy

Mailing Address:

38348 Pioneer Blvd Sandy, OR
97055

Phone:

503-489-2157

Email:

randholmparsch@ci.sandy.or.us

CONSULTANT:

By  _____

Kurt Lango, Principal

Lango Hansen Landscape Architects

Mailing Address:

1100 NW Glisan St. 3a.
Portland, OR 97209

Phone:

503-295-2437

Email:

kurt@langohansen.com

Employer ID No.

XXXXXXXXXX

93-1300863

EXHIBIT A
SCOPE OF WORK

May 21, 2024

Rochelle Anderholm-Parsch
Parks and Recreation Director
City of Sandy Parks & Recreation Department
38348 Pioneer Blvd.
Sandy, OR 97055

RE: Meinig Park Improvements

Dear Rochelle,

We are excited to submit this proposal for the development of a master plan and documentation for improvements at Meinig Park. This proposal is based on our conversations, site walk and the 2011 Meinig Park Design/Build Master Plan. We understand that the scope of improvements includes the following:

- Fantasy Forest Playground
- Path Revitalization
- Stream Restoration
- Dog Park

Public outreach and the master plan process for each of the improvements listed above will be done concurrently. The construction documentation and permitting for each of the scopes of work will be developed independently.

We have outlined the process below for public outreach, master plan development, construction documentation, and construction. We have brought on Pacific Habitat Services to provide input for the stream restoration work and Humber Design Group to provide assistance on potential stormwater and utility improvements. We would ask that the City of Sandy provide electronic cad survey and site improvement files related to the both the 2011 Design Build Master Plan and the Parking Lot plan. Additionally, we would ask that the City of Sandy provide a topo survey and arborist report for the area around the proposed dog park location.

TASK 1 ANALYSIS

TASK 1.1 INITIAL PROGRAMMING AND ANALYSIS

- Fantasy Forest Playground: This beloved community asset is the result of widespread citizen involvement and was constructed by hundreds of volunteers. During our site walk, numerous maintenance issues were observed playground. This first phase will involve communicating the current condition of the playground to a wide array of stakeholders.
- Path Revitalization: The path system serves as the site access to the park both for the public as well as maintenance staff. The paved pathways are deteriorating due to root intrusion or are being undermined by No Name Creek.
- Stream Restoration: Erosion is taking place along the banks of No Name Creek. PHS will visit the site to confirm current conditions relative to the prior master plan. A memo with recommendations will be developed to guide stream improvements.
- Dog Park: Based on input received from public comments, there is demand for additional off leash dog parks within the City of Sandy. An off-leash location has been identified within Meinig Park.

Lango Hansen will begin the project with a meeting to discuss project opportunities and constraints, potential programming, and site limitations. This information will then be assembled into an overall existing conditions plan along with separate boards that address the four focus areas listed above. This information will be presented to the Parks and Trails Advisory Board and City Council. We will use this time to strategize the public process, review potential funding opportunities, and establish project goals.

On-Site Meeting
PTAB Meeting
City Council Meeting
Debrief Meeting with PR

TASK 1.2 MASTER PLAN DEVELOPMENT

- Fantasy Forest Playground: Lango Hansen will develop three options for improvements at the existing play area. These will include a full range of programmatic elements and imagery that supports each of the designs.
- Path Revitalization: Based on the prior master plan effort, strategic improvements can improve the overall condition of the trails and provide ADA accessible routes throughout the park.
- Stream Restoration: Observations from PHS on the current stream conditions will be incorporated.
- Dog Park: Lango Hansen will develop options for an off-leash dog park that takes into consideration existing tree locations, solar exposure, and other key factors.

Prior to the first public meeting, we propose meeting with PTAB and City Council to share the concept options and incorporate the feedback as necessary. For the public meeting, we envision an open and interactive meeting with the community. This meeting can be held at the Senior Center with individual stations that address different aspects of the design such the park analysis, concept options and imagery. After the public meeting, we will debrief with City staff and determine if there are specific issues that need to be addressed prior to the further development of the plans.

At this time, we would recommend an informal meeting with the City's Planning and Public Works department to determine any issues that should be communicated as part of the design process.

Meetings:
Concept Development with PR Staff
PTAB
City Council
Public Open House #1
Debrief Meeting with PR Staff

TASK 1.3 MASTER PLAN REFINEMENT

Based on feedback that we have received, Lango Hansen will generate a single master plan concept that incorporates each of the four areas of improvements. Associated construction costs will be separated by scope of work. The concept will include additional imagery that supports the design. We will meet with PR Staff to review the concept and make any necessary changes to the design. This concept plan will then be shared with PTAB and City Council to solicit any additional comments. We would also recommend a formal preapplication meeting with City Planning and Public Works to discuss any issues related to potential stormwater treatment and site utilities.

We anticipate a second meeting with the public with a format like the first public meeting. We will then meet with City Staff to debrief and anticipate a final presentation to the City Council.

Meetings:
Concept Refinement with PR Staff
PTAB
City Council

Public Open House #2
 Preapplication Meeting
 Debrief Meeting with PR Staff
 Final City Council Meeting (if necessary)

Based on the feedback that we have received, we will make refinements to the park plan and produce a final master plan. Lango Hansen will include material that can be posted on the City's website including a narrative. A final cost estimate based on the design will be produced by our firm. The cost estimate will be broken down by scope of improvement.

TASK 1.4 GRANT WRITING

The level of detail that will be incorporated into the master plan will allow the City to begin to pursue potential grant funding opportunities. We will assist the City in the process of grant writing for the OPRD grant. This will give the City grant material to utilize for additional grant applications.

TASK 2 CONSTRUCTION DOCUMENTS, BIDDING, PERMITTING AND CONSTRUCTION OBSERVATION

TASK 2.1 CONSTRUCTION DOCUMENTS/PERMITTING

Based on the Master Plan, we will develop the plans for each scope of work that further refine the park's programmatic elements. We would suggest submittals at 30%, 75%, 95% and 100%. With each of these submittals, we will meet with you and your staff to incorporate comments. A cost estimate will be issued with these sets. We will issue the 95% set to the City for permitting.

Documents:

Demolition Plan
 Materials Plan & Layout Plan
 Grading Plan and Erosion Control Plan
 Planting Plan
 Utility & Electrical Plans
 Site Details

Meetings:

Page Turn Meetings

TASK 2.2: BIDDING

Lango Hansen will prepare final construction documents based on comments that we receive during the permitting process. The design team will address technical questions related to the documents including substitution requests during the bid process. We will also attend the pre-bid conference. After award of the project, we will incorporate all of the bid addenda revisions, value engineering and permit revisions into a final construction document conformance set. If the bids come in higher than the budget allows, we will work with city staff to identify components of the design to bring the project into budget.

Documents:

Addenda Material
 Final Conformance Set

Meetings:

Pre-Bid Conference
 City Staff Meeting to Review Final Bids

TASK 2.3: CONSTRUCTION OBSERVATION

At the beginning of the Construction Observation process, the design team will attend the preconstruction meeting to meet the contractor, provide an overview of the goals and vision for the project, and answer any questions. The design team will provide technical support throughout the CA process. This includes reviewing and responding to submittals, RFI's, Change Order requests, and Pay Applications. Lango

Hansen will attend weekly site meetings and will prepare field reports based on those visits. Other design team members will conduct site visits and special inspections (e.g., permit inspections, erosion control) on an as-needed basis, and will provide field reports based on those visits.

Meetings:

Preconstruction Meeting
Weekly Site Meetings
Substantial Completion and Final Acceptance Walkthroughs

DRAFT SCHEDULE

PHASE 1

Kick-off Meeting	June TBD
Vision Session (PTAB)	July 10
Vision Session (CC)	July 15
Review Options (PR)	August 7
Review Options (PTAB)	August 14
Review Options (CC)	September 3
Public Meeting #1	September 5
Refined Plan Review (PR)	September 26
Refined Plan Review (CC)	October 7
Refined Plan Review (PTAB)	October 9
Public Meeting #2	October 17
Grant Applications	April 2025

PHASE 2 - The schedule for each document package would be determined after the conclusion of the master plan process and would be based on the priority level of each phase.

Construction Documents
Permit/Bidding Start
Award Contract
Construction

FEES

TASK 1 FEES:	LH	PHS	HDG
Master Plan	27,800	2,340	
Grant Application	6,000		
Reimbursables	850		
TOTAL PHASE 1 FEE	\$36,990		

TASK 2 FEES:

Construction Documents/Bidding	
Permitting	
Construction Observation	
Reimbursables	
TOTAL PHASE 2 FEE	\$75,000-\$100,000

Thank you for the opportunity to submit this proposal and please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects



Brian Martin
Senior Associate