



City of Sandy

Agenda

City Council Meeting

Meeting Date: Monday, May 15, 2023

Meeting Time: 6:00 PM

Page

1. MEETING FORMAT NOTICE

This meeting will be conducted in a hybrid in-person / online format. The Council will be present in-person in the Council Chambers and members of the public are welcome to attend in-person as well. Members of the public also have the choice to view and participate in the meeting online via Zoom.

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/89386716219>

Or by phone: (253) 215-8782; Meeting ID: 89386716219

Please also note the public comment signup process below.

2. CITY COUNCIL WORK SESSION - 6:00 PM

2.1. Economic Development Strategic Plan Review

[Economic Development Strategic Plan Review - Pdf](#)

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3. CITY COUNCIL REGULAR MEETING - 7:00 PM

4. PLEDGE OF ALLEGIANCE

5. ROLL CALL

6. CHANGES TO THE AGENDA

7. PUBLIC COMMENT

The Council welcomes your comments at this time.

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 3:00 p.m. on the day of the meeting.

The Mayor will call on each person when it is their turn to speak for up to three minutes.

8. RESPONSE TO PREVIOUS PUBLIC COMMENTS

9. CONSENT AGENDA

- | | | |
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| 9.1. | <u>City Council Minutes</u> | 64 - 68 |
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| 9.2. | <u>Economic Development Advisory Board Appointments</u> | 69 - 73 |
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| 9.3. | <u>Update Bank Signatories</u> | 74 - 76 |
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| | Update Bank Signatories - Pdf | |
| 9.4. | <u>Authorization of CWSRF Loan Agreement</u> | 77 - 130 |
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| | Resolution 2023-14 -Clean Water State Revolving Fund Loan No. R80493 - Pdf | |
| 9.5. | <u>Authorization of New Bank Account</u> | 131 - 132 |
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| | Authorizing Staff to Open a New Bank Account with Clackamas County Bank - Pdf | |
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| | IGA with Clackamas County for the Lending of Personnel during Emergencies - Pdf | |
| 9.7. | <u>Stormwater Interfund Loan</u> | 147 - 149 |
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10. OLD BUSINESS

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| 10.1. | <u>Modification of Parks System Development Charge (SDC) and Fee-in-Lieu (FIL) Rate Implementation</u> | 150 - 161 |
| | Resolution 2023-11 | |
| | Resolution 2023-12 | |

[Modification of Parks System Development Charge \(SDC\) and Fee-in-Lieu \(FIL\) Rate Implementation - Pdf](#)

11. NEW BUSINESS

- 11.1. **City Manager Recruitment Firm Contract Approval** 162 - 279
[City Manager Recruitment - Pdf](#)
- 11.2. **Interim City Manager Contract Approval** 280 - 285
[Interim City Manager Contract - Pdf](#)

12. REPORT FROM THE CITY MANAGER

13. COMMITTEE /COUNCIL REPORTS

14. STAFF UPDATES

- 14.1. [Monthly Reports](#)

15. ADJOURN

16. CITY COUNCIL EXECUTIVE SESSION

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



Staff Report

Meeting Date: May 15, 2023
From David Snider, Economic Development Manager
SUBJECT: Economic Development Strategic Plan Review

DECISION TO BE MADE:

Review the draft Economic Development Strategic Plan and provide any further feedback, in anticipation of official adoption at a subsequent meeting.

PURPOSE / OBJECTIVE:

The purpose of this worksession is to present the draft Economic Development Strategic Plan as developed by Community Attributes, Inc. (CAI) and informed by input collected from public outreach and refined by the Economic Development Advisory Board (EDAB).

BACKGROUND / CONTEXT:

At the beginning of the 2021-2023 biennium, the Sandy City Council expressed a desire to engage in the development of the City's first economic development strategic plan (EDSP) and set aside funding to accomplish this task. An RFP was posted in February 2022, and the Council awarded the contract to Community Attributes, Inc. in May 2022. This firm had an excellent reputation for developing quality municipal strategic plans and had also completed similar plans for several Oregon cities (Astoria, Warrenton, McMinnville) in recent years.

Work on the plan began in the summer of 2022 with the introduction of Elliot Weiss (CAI's project manager for Sandy's EDSP) to the Economic Development Advisory Board (EDAB) at their May 2022 meeting, and a Sandy site visit by Mr. Weiss and his staff in June. In September of 2022, CAI participated in *Future Fest* as their primary public outreach activity for this plan. *Future Fest* was a public outreach event held at Wippersnappers on September 28th, 2022 to collect public opinions on relevant topics for the Economic Development Strategic Plan as well as the Comprehensive Plan and the Economic Opportunities Analysis, which were being developed concurrently. Public engagement for the plan was also solicited through electronic means such as Sandy Speaks.

CAI continued to meet with the EDAB five additional times at regularly scheduled advisory board meetings (7/27/22, 9/27/22, 11/30/22, 3/1/23, and 4/5/23) to get the Board's input on plan goals and strategies as CAI was developing them. At the conclusion of the most recent meeting EDAB meeting on April 5th, the review was

completed and the Board voted unanimously to recommend this plan to the full Council for adoption.

KEY CONSIDERATIONS / ANALYSIS:

CAI's economic development strategic plan for Sandy starts with a vision statement for the community and six broad economic development goals for our community. These primary goals are the backbone of the plan -- all strategies and actions taken in support of the plan are ultimately based on moving positively towards these six goals. Goals were developed by combining data from multiple sources including: a basic landscape assessment of the community by CAI staff, a collection of community demographic and socio-economic data from multiple public and private sources, a community SWOT analysis performed by CAI, and stakeholder engagement data collected from citizens at *Future Fest* and from multiple discussions with the EDAB and city staff. Under each goal, CAI has developed multiple primary strategies for achieving that goal.

Goals and Strategies

- **Goal 1:** Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.
 - *Strategy 1.1:* Improve access to health care, child care, job training and assistance programs.
 - *Strategy 1.2:* Expand job training and wraparound services for youth and disadvantaged workers.
- **Goal 2:** Leverage our investments in technology to maximize economic benefits.
 - *Strategy 2.1:* Foster entrepreneurship and drive new business creation.
 - *Strategy 2.2:* Invest in broader awareness and utility of SandyNet and other resources and amenities that support and attract home-based workforce.
- **Goal 3:** Build on our assets in manufacturing to establish Sandy as a destination for metals fabrication and related activities.
 - *Strategy 3.1:* Support and identify opportunities for business expansion among strong base of metals fabrication industries.
 - *Strategy 3.2:* Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing.
- **Goal 4:** Cultivate innovation in specialty food and beverage industries and align with the region's robust food storage and processing sector.
 - *Strategy 4.1:* Leverage proximity to nearby produce growers and the "Fruit Loop" to expand cold storage and processing industry.
 - *Strategy 4.2:* Expand on Sandy's innovative outlets for food service providers.
- **Goal 5:** Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mount Hood area adventures.
 - *Strategy 5.1:* Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities.
 - *Strategy 5.2:* Establish Sandy as the most active and vibrant basecamp for Mount Hood area adventures.

- *Strategy 5.3:* Expand on local recreation opportunities to establish Sandy as it's own destination for area outdoor adventures.
- **Goal 6:** Be a leader as both retail hub and heart of East Clackamas County.
 - *Strategy 6.1:* Leverage undeveloped areas to support larger retail business expansion.
 - *Strategy 6.2:* Expand small downtown retail opportunities as part of the Pleasant Street Master Plan and infill of underutilized sites.
 - *Strategy 6.3:* Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping.

Actions and Implementation

Beneath each of the individual strategies is a collection of additional supporting content related to strategy implementation. This includes:

- Actions: These are specific actions to be taken in support of the strategy.
Example: For Strategy 2.1: Foster entrepreneurship and drive new business creation, the first action (Action 2.1.1) reads "(Create a) Link between area schools and advanced tech and business training programs."
- Lead organization: This is the person or organization that would be the natural lead to spearhead the identified action -- this will be the City's Economic Development office in many cases.
- Supporting organization(s): These are the organizations that should be enlisted to provide support for the identified action in addition to the City's Economic Development office. If the Economic Development Office is not the lead organization, it will be a supporting organization.
- Priority: This is an indicator of the relative importance of each action. (low, medium, high)

Performance Metrics

In addition to the information above, there are also implementation metrics included in the report for each goal, to give the City a way to measure progress toward the goals over time. For example: Goal 1 (Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life) has associated strategies of increasing access to child care and expanding health care services. Two of the implementation metrics for this goal are the US Census ACS metrics for social services expenditures per capita and the number of childcare workers and home health aides. These two metrics should both increase as the City expands health care services and adds more childcare and health care workers over time.

CAI has provided some relevant baseline data in the appendix of the report; city staff can research and establish the remaining baseline data and check progress regularly by comparing new data as it becomes available.

RECOMMENDATION:

Staff recommends that the Council review the draft Economic Development Strategic Plan, ask questions of Mr. Weiss as desired, and provide any further feedback in anticipation of official adoption at a subsequent meeting.

LIST OF ATTACHMENTS/EXHIBITS:

- Economic Development Strategic Plan - Final Draft May 2023
- CAI Presentation Slides



Economic Development Strategic Plan



March 2023

where innovation meets elevation

ACKNOWLEDGEMENTS

City of Sandy Staff

Jordan Wheeler, City Manager
Greg Brewster, Director, SandyNet
Jeff Aprati, Director of Policy and Community Relations
David C. Snider, Economic Development Manager

The Sandy Community

The Economic Development Advisory Board

- Jeremy Pietzold (Chair, former Council President)
- Hans Wipper (Owner, Wippersnappers Kid's Play Place)
- William Schwartz (Owner, Boring Brewing)
- Khrys Jones (Executive Director, Sandy Area Chamber)
- Paul Reed (Owner, Mt. Hood Athletic Club)
- Kurt McKnight (Owner, Everfresh Fruit Company)
- Ernie Brache (Owner, AEC, Inc.)

Extra thanks to Hans Wipper and Tiffany Vanek for hosting the Future Fest event in October at Wippersnappers.

Sandy Mayor & Council

Stan Pulliam, Mayor
Laurie Smallwood, Council President
Chris Mayton
Rich Sheldon
Kathleen Walker
Carl Exner
Don Hokanson
Jeremy Pietzold (Fmr Council President)

Public Consultants

Community Attributes, Inc.

Chris Mefford, President & CEO, CAI
Elliot Weiss, Project Manager, CAI
Cassie Byerly, Planning Analyst, CAI
Carly Bednarski, GIS Analyst, CAI
Bryan Lobel, Senior Planner, CAI

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A VISION...

...for Sandy's economic future

This vision statement is aspirational and describes what stakeholders in this planning process desire for the economic future of Sandy. Implementation of strategies and actions in this plan in the coming months and years will move Sandy forward toward this vision.

Sandy is a vibrant community that leverages the economic might of the metropolitan area and the outdoor gems of Mt. Hood, offering businesses and residents a unique balance between professional opportunity and outstanding quality of place. We cherish the small businesses that propel our dynamic downtown and welcome visitors who wish to experience all that Sandy has to offer, while strategically investing in new, high-quality jobs for our talented residents.

INTRODUCTION

Purpose

Simply put, an economic development strategic plan is a tool to articulate and realize your community's economic vision and take control of your economic future. At the heart of an Economic Development Strategic Plan is a roadmap to achieving this economic vision for a town, city, county, or region, typically in a 5- to 10-year time horizon.

- Establish a baseline against which to assess Sandy's economy by profiling the socio-economic characteristics of the City over time, and compared to the County, region, nation and / or peer cities.
- Identify & convene partners & stakeholders in Sandy's economic future and negotiates roles, capacities, and coordination.
- Articulate a diverse, sustainable, equitable and place-based vision for Sandy's economic future and establishes a roadmap for how to achieve it.

- Signal intention on the part of the City and its partners regarding economic policy to provide assurance to potential investors & developers.
- Facilitate implementation by identifying priority actions to develop near-term momentum and excitement for mid- and longer-term interventions.

Process

The creation of Sandy's Economic Development Strategic Plan relied on data collection and analysis and robust outreach to stakeholders and the community at large. Key components of this process include the following:

- Economic Development Advisory Board Meetings.
- Technical Assistance Committee Meetings.
- Future Fest Open House.

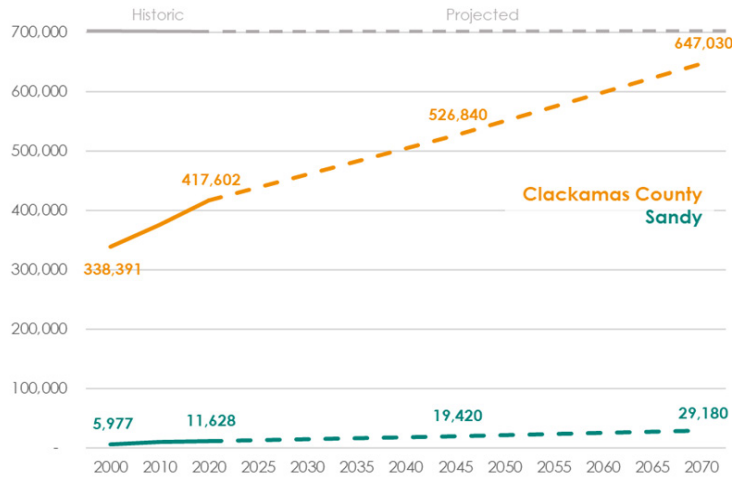
Context

Supplemental information to the Economic Opportunity Analysis (EOA) was developed that highlights historic and projected population and economic trends, analysis of current jobs and employment, an assessment of conditions and trends of Sandy's resident workforce, housing, and COVID-19 impacts.

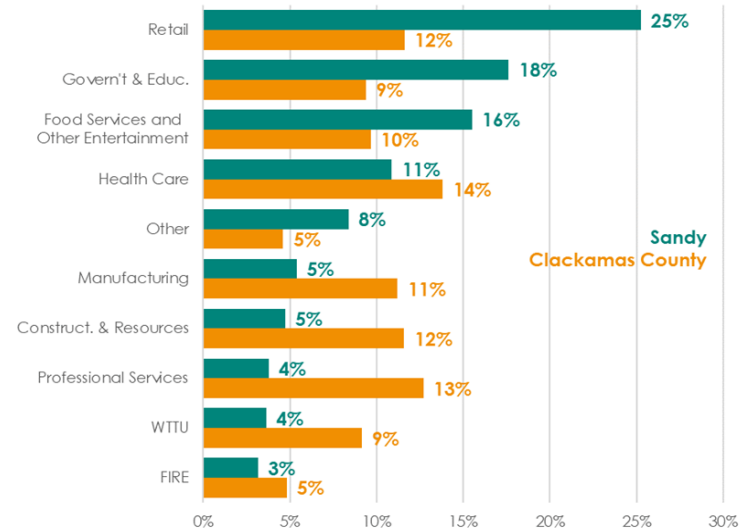


SANDY'S LARGEST INDUSTRY IS RETAIL, WHICH ACCOUNTS FOR ONE-QUARTER OF ALL JOBS.

Observed and Forecasted Population, City of Sandy and Clackamas County, 2000-2070 (PSU)



Share of Jobs by Industry, City of Sandy and Clackamas County, 2019 (LEHD)



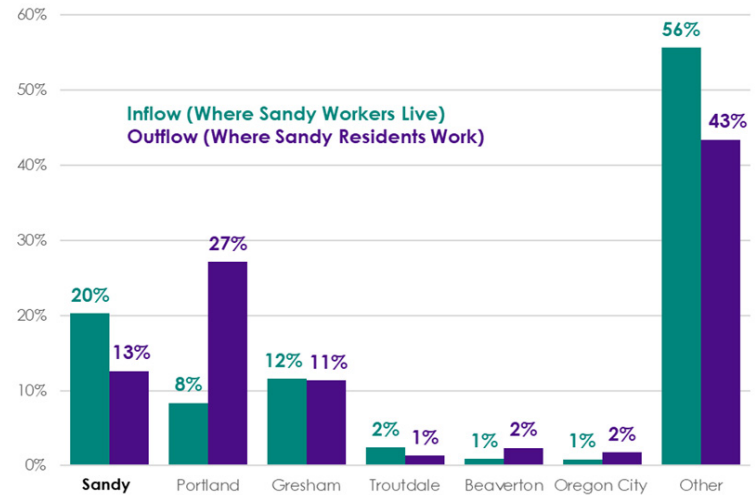
SANDY WILL DOUBLE ITS POPULATION BY 2050 AND REACH A POPULATION OF 29,180 BY 2070. IT IS ESTIMATED TO ADD BETWEEN 2,000 AND 2,500 NEW JOBS AND CLOSE TO 3,000 NEW PEOPLE BY 2043.



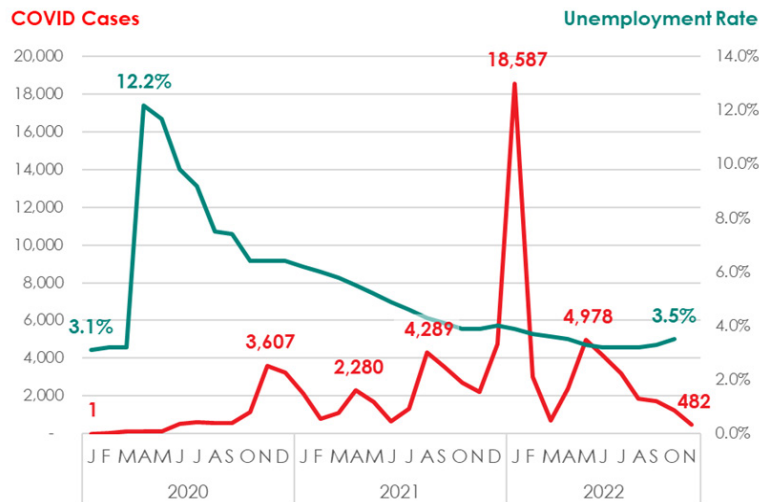


OVER A QUARTER OF SANDY'S RESIDENTS COMMUTE TO WORK IN PORTLAND (27%), WHILE A SMALLER PORTION REMAIN IN SANDY (13%) OR COMMUTE TO GRESHAM (11%).

Top Destinations and Origins for Commuters, City of Sandy, 2019 (LEHD)



Unemployment Rate and Positive COVID-19 Tests by Week, Clackamas County, 1/20-11/22 (Oregon Health)



UNEMPLOYMENT IN CLACKAMAS COUNTY RETURNED TO NEAR PRE-PANDEMIC LEVELS IN LATE 2022 AS COVID CASES SPIKED AND THEN DECREASED TO BELOW SUMMER 2020 LEVELS.



CHAPTER 3

Goals, Strategies & Actions

Navigating this Document

The following section presents the Goals, Strategies, and Actions aimed at growing a sustainable and inclusive economy for Sandy. The following example illustrates how this section of the Strategic Plan is organized.

The plan contains 6 Goals around which the strategies and actions are organized. Goals are color-coded for easy identification.

Individual Strategies correspond to each goal with like colors. Strategies represent a cohesive approach to achieving a goal and consist of a number of specific, inter-related Actions.

Actions are where the rubber hits the road in this plan. Specific, implementable tactical measures are highlighted and organized numerically.

goal 3 Build on our businesses and workers in manufacturing to establish Sandy as a destination for metals fabrication and related activities.

Strategy 3.1: Support and identify opportunities for business expansion among strong base of metals fabrication industries

Action 3.1.1 Establish an informal quarterly forum for area metal fabrication businesses to share industry-specific retention and expansion needs.

Strategy 3.2: Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing

Action 3.2.1 Collaborate with the private sector and other regional economic development organizations to host a summit or convention in Sandy for local metal fabrication and related businesses to opportunities in outdoor equipment and tool manufacturing.

Action 3.2.2 Identify opportunity sites for both expansion and recruitment of metals fabrication and outdoor tool manufacturing and equipment providers that responds to notable land constraints in the Economic Opportunity Analysis.

Action 3.2.3 Establish marketing to support alignment between area metal fabrication industries and outdoor gear and apparel.

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Goals At-A-Glance

- goal 1** Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.
- goal 2** Leverage our investments in technology to maximize economic benefits.
- goal 3** Build on our assets in manufacturing to establish Sandy as a destination for metals fabrication and related activities.
- goal 4** Cultivate innovation in specialty food and beverage industries and align with the region's robust food storage and processing sector.
- goal 5** Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mt. Hood area adventures.
- goal 6** Be a leader as both retail hub and heart of East Clackamas County.

Strategies At-A-Glance

- 1.1 Improve access to health care, child care, job training, and assistance programs
- 1.2 Expand job training and wraparound services for youth and disadvantaged workers
- 2.1 Foster entrepreneurship and drive new business creation
- 2.2 Invest in broader awareness and utility of sandynet and other resources and amenities that support and attract home-based workforce
- 3.1 Support and identify opportunities for business expansion among strong base of metals fabrication industries
- 3.2 Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing
- 4.1 Leverage proximity to nearby produce growers and fruit loop to expand cold storage and processing industry
- 4.2 Expand on sandy's innovative outlets for food service providers
- 5.1 Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities
- 5.2 Establish sandy as the most active and vibrant basecamp for Mt. Hood area adventures
- 5.3 Expand on local recreation opportunities to establish sandy as its own destination for area outdoor adventures
- 6.1 Leverage undeveloped areas to support larger retail business expansion
- 6.2 Expand small downtown retail opportunities as part of pleasant street master plan and infill of underutilized sites
- 6.3 Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping

goal 1 Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.

Strategy 1.1 Improve access to health care, child care, job training, and assistance programs

- Action 1.1.1** Communicate Sandy's anticipated needs and advocate for expansion of local health care facilities that ensure health services, with a specific focus on 24/7 urgent care.
- Action 1.1.2** Conduct outreach to the City of McMinnville, Sherman and White River health districts (or others as appropriate) to identify and implement best practices in expanding health care services in non-metropolitan settings.
- Action 1.1.3** Work with local healthcare providers to support and communicate resources available to attract qualified workers to Sandy, including onboarding, coaching & mentoring, and supportive services like childcare; position Sandy as a traveling nurse destination for skiers, climbers, mountain bikers, etc.
- Action 1.1.4** Expand accessible and affordable child care facilities to increase available workforce for local businesses and ensure greater economic mobility for working families.

Strategy 1.2: Expand Job training and wraparound services for youth and disadvantaged workers

Action 1.2.1 Expand on job training, financial guidance, and assistance programs to remove barriers to economic opportunity for youth and other priority communities.

Action 1.2.2 Enhance the career path into metal fabrication sectors by investigating the feasibility of a program with US Metal Works, Northwest Technologies, and / or other metal fab firms in and around Sandy, and Sandy High School and Mount Hood Community College to route middle and high school students to metal fab training, apprenticeships, and jobs.

Action 1.2.3 Tailor youth and adult workforce training to skills and workforce gaps among nearby health service providers and low-barrier industries that support service needs in Sandy that can create career pathways for local youth and disadvantaged workers.

goal 2 Leverage our investments in technology to maximize economic benefits.

Strategy 2.1: Foster entrepreneurship and drive new business creation

Action 2.1.1 Develop "third place" options or programs, such as city-sponsored meet-ups, for entrepreneurs to connect and share information.

Action 2.1.2 Expand link between areas schools and advanced technology and business management training programs.

Strategy 2.2: Invest in broader awareness and utility of SandyNet and other resources and amenities that support and attract home-based workforce

Action 2.2.1 Assess conditions or "audit" SandyNet as a resource in business and talent attraction to make Sandy a destination for telecommuters to live in. Identify gaps, upgrades, and opportunities for expansion in new development areas.

Action 2.2.2 Identify partnerships with economic development partners in East Clackamas County and the Greater Portland region to develop and distribute marketing collateral communicating the benefits of SandyNet to remote workers and other target audiences.

Action 2.2.3 Identify essential amenities and resource needs to ensure Sandy can retain and attract Oregon's growing workforce that is remote, home-based.

goal 3

Build on our businesses and workers in manufacturing to establish Sandy as a destination for metals fabrication and related activities.

Strategy 3.1: Support and identify opportunities for business expansion among strong base of metals fabrication industries

Action 3.1.1 Establish an informal quarterly forum for area metal fabrication businesses to share industry-specific retention and expansion needs.

Strategy 3.2: Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing

Action 3.2.1 Collaborate with the private sector and other regional economic development organizations to host a summit or convention in Sandy for local metal fabrication and related businesses to opportunities in outdoor equipment and tool manufacturing.

Action 3.2.2 Identify opportunity sites for both expansion and recruitment of metals fabrication and outdoor tool manufacturing and equipment providers within the urban growth boundary (UGB) that may be available via annexation in the future.

Action 3.2.3 Establish marketing to support alignment between area metal fabrication industries and outdoor gear and apparel.

goal 4

Cultivate emerging innovators in specialty food and beverage industries and align business development activities with the robust food storage and processing sector of the region.

Strategy 4.1: Leverage proximity to nearby produce growers and Fruit Loop to expand cold storage and processing industry

Action 4.1.1

Identify existing retention and expansion needs among area food processing, produce, and / or cold storage industry activities – especially those paying higher wages or having higher local employment densities – and identify any gaps or opportunities associated with sites in commercially-zoned areas of new development.

Strategy 4.2: Expand on Sandy's innovative outlets for food service providers

Action 4.2.1

Establish a forum for local food service provider businesses to identify key opportunities for contracting with the City, other business expansion activities, and B2B intersects.

Action 4.2.2

Establish alignment between specialty food and beverage entrepreneurs and broader food processing and storage industries associated with nearby produce suppliers and food facilities in nearby areas as well as industrial areas in Troutdale and other parts of Columbia Corridor.

goal 5 Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mt. Hood area adventures.

Strategy 5.1: Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities

Action 5.1.1 Identify key gaps in lodging options within the Mt. Hood vicinity and investigate feasibility of locating larger scale lodging in expansion areas and smaller, boutique lodging experiences on infill sites within downtown Sandy and Pleasant Street Master Plan area.

Action 5.1.2 Establish connections with hotel, lodging providers locally and regionally to identify distinct needs (including Mt. Hood Express connections to winter sports and mountain biking destinations) associated with securing specific lodging types on specific opportunity sites.

Strategy 5.2: Establish Sandy as the most active and vibrant basecamp for Mt. Hood area adventures

Action 5.2.1 Make improvements to lodging, entertainment, food and beverage options that cater to interests and preferences of Mt. Hood visitors that are not met in nearby vicinity.

Action 5.2.2 Continue to invest in downtown walkability with sidewalk and streetscape improvements as part of Pleasant Street Master Plan to ensure safety and community improvement for residents and approachability for outside visitors.

Action 5.2.3 Support and highlight ODOT's Transit Vision Around the Mountain work underway to strengthen transit network connections linking the area's outdoor recreation destinations, including Mt. Hood, the Columbia Gorge, and ski resorts in Clackamas and Hood River Counties.

Action 5.2.4

Establish stronger presence of marketing specific to Sandy's recreation and accommodation assets to support build out planned community and tourism assets around Sandy (downtown park, Sandy River Park improvements, Pleasant Street, and Sandy Community Campus).

Strategy 5.3: Expand on local recreation opportunities to establish Sandy as its own destination for area outdoor adventurers

Action 5.3.1

In alignment with the Parks Master Plan, identify and pursue opportunities to expand, designate, market, or otherwise improve local bikeways.

Action 5.3.2

Connect biking routes from Sandy to the Marmot Dam, Sandy Ridge and Government Camp. Invest in signage and facility improvements for a long-distance bikeway route off of US26 between downtown Sandy, Sandy Ridge, and extending to other trails and bikeway destinations (where appropriate) to improve access for cyclists and encourage extended visitation in Sandy.

Action 5.3.3

Improve signage and marketing of Meinig Memorial Park and Mt. Hood Scenic Byway - Jonsrud Viewpoint to leverage it more fully as a tourist attraction.

Action 5.3.4

Implement existing plans to establish downtown park, bicycle recreation assets, and formalize the entrypoint to Sandy River Park as part of parks development proposals.

Action 5.3.5

Connect Tickle Creek Trail to Cazadero Trail and other extensions to regional trails.

Action 5.3.6

Explore completion of a proposed trail system that may include formal pathway construction as well as informal, sidewalk trail extensions to form an 8-10-mile loop around the city that can be marketed as a connecting network between existing park and trail assets.

goal 6 Be a leader as both retail hub and heart of East Clackamas County.

Strategy 6.1: Leverage undeveloped areas to support larger retail business expansion

- Action 6.1.1** Secure large, anchor retail business to the 362nd and Bell St. area, or otherwise align recruitment activities with long term plans for the area.
- Action 6.1.2** Commission a new retail market analysis to determine specific targets appropriate for the expansion of Sandy's retail business sector with focus on Pleasant Street and newly developing areas.
- Action 6.1.2** Assess feasibility of recruitment of major outdoor equipment or apparel establishment to align with sub-sector development for outdoor tool and equipment manufacturing with a focus on areas of Sandy expected to redevelop in the near future.

Strategy 6.2: Expand small downtown retail opportunities as part of Pleasant Street Master Plan and infill of underutilized sites

- Action 6.2.1** Leverage underutilized sites (including Muff property on Pleasant and Strauss, old lumberyard property, and current Sandy Community Campus site) and development proposals as part of Pleasant Street Master Plan to support expansion of existing retailers and recruitment of smaller scale retailers in region seeking to expand.

Strategy 6.3: Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping

Action 6.3.1 Targeted recruitment of retail businesses based on demand in Sandy and nearby Estacada, Molalla and other E. Clackamas County communities.

CHAPTER 4

Implementation

1 Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.

1.1 Improve access to health care, child care, job training, and assistance programs

Strategy	Lead Organization	Supporting Organizations	Priority
1.1.1 Expansion of local health care facilities that ensure health services	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	City of Sandy	Medium
1.1.2 Best practices in expanding health care services in non-metropolitan settings	City of Sandy	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	Medium
1.1.3 Resources and positioning to attract qualified health care workers	City of Sandy	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	Low
1.1.4 Access to child care facilities	City of Sandy	AntFarm Youth Services, Clackamas Workforce Partnership	High

Implementation Metrics

- Metric 1a: Percent uninsured (health insurance)** (U.S. Census ACS)
- Metric 1b: Count of childcare workers, and home health aides** (U.S. Census ACS)
- Metric 1c: Social services expenditures per capita** (U.S. Census ACS)
- Metric 1d: Labor force participation rate** (U.S. Bureau of Labor Statistics; Census)
- Metric 1e: Unemployment rate** (U.S. Bureau of Labor Statistics)
- Metric 1f: Median income by occupation** (U.S. Census ACS)
- Metric 1g: Open job postings on Indeed.com** (Indeed.com)

1.2 | Expand Job training and wraparound services for youth and disadvantaged workers

1.2.1	Job training, financial guidance, and assistance programs	Oregon Trail School District	AntFarm Youth Services, Sandy Area Chamber of Commerce, City of Sandy	Medium
1.2.2	Enhance the career path into metals fabrication	Oregon Trail School District	City of Sandy, Mt. Hood and Clackamas Community Colleges, local metals fabrication businesses	High
1.2.3	Tailor workforce training to skills and workforce gaps	Mt. Hood Community College, health care providers such as: Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	Oregon Trail School District and City of Sandy	High

2 Leverage our investments in technology to maximize economic benefits.

2.1 Foster entrepreneurship and drive new business creation

Strategy	Lead Organization	Supporting Organizations	Priority	
2.1.1	"Third place" programs for entrepreneurs	City of Sandy	Business Oregon and nearby incubator organizations in Gresham	Medium
2.1.2	Link between areas schools and advanced techand business training programs	Oregon Trail School District, Mt. Hood and Clackamas Community Colleges	City of Sandy, SandyNet Director (Greg Brewster)	Medium

2.2 Invest in broader awareness and utility of SandyNet and other resources and amenities that support and attract home-based workforce

2.2.1	Assess SandyNet as a resource in business and talent attraction	City of Sandy Economic Development Office, SandyNet Admin.	Marketing and economic consultants.	High
2.2.2	Economic development partnerships to market SandyNet	City of Sandy Economic Development Office, SandyNet Admin.	Greater Portland Inc., Clackamas County Economic Development Department	High
2.2.3	Essential amenities and resources to retain a remote, home-based workforce	City of Sandy	SACC, GPI and economic development partners.	Medium

Implementation Metrics

Metric 2a: Count of total business establishments (ESRI Business Analyst; D&B Hoovers; Business Licenses)

Metric 2b: Count of total employment (U.S. Census LEHD)

Metric 2c: New business starts and entrepreneur transitions (startup to growth, eg) (U.S. Census BFS)

Metric 2d: Number of private sector engagements with local educational institutions (City of Sandy)

Metric 2e: Count of SandyNet customers / bandwidth utilization (SandyNet)

Metric 2f: Marketing material distribution / page views (City of Sandy)

Metric 2g: Count of new business licenses (City of Sandy)

3 Build on our businesses and workers in manufacturing to establish Sandy as a destination for metals fabrication and related activities.

3.1 Support and identify opportunities for business expansion among strong base of metals fabrication industries

Strategy	Lead Organization	Supporting Organizations	Priority
3.1.1 Forum for area metal fabrication businesses	City of Sandy Economic Development Office	Oregon Manufacturing Innovation Center (OMIC), Oregon Manufacturing Extension Partnership (OMEP), local area metal fabrication businesses.	High

3.2 Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing

3.2.1 Host a summit or convention for local metal fabrication and related businesses	City of Sandy, Clackamas County Economic Development Department	Greater Portland Inc., Oregon Manufacturing Innovation Center (OMIC) and Oregon Manufacturing Extension Partnership (OMEP), Estacada Economic Dev.	Medium
3.2.2 Opportunity sites for metals fabrication and outdoor tool manufacturing	City of Sandy, Clackamas County Economic Development Department	Oregon Manufacturing Innovation Center (OMIC) and Oregon Manufacturing Extension Partnership (OMEP)	Medium
3.2.3 Alignment between metal fabrication industries and outdoor gear and apparel.	City of Sandy, Clackamas County Economic Development Department	Greater Portland Inc.? Clackamas County Business and Economic Development (Cyndi Moore)	Low

Implementation Metrics

Metric 3a: Count of new business establishments by industry (ESRI; D&B Hoovers; City of Sandy)

Metric 3b: Revenue growth by establishment in metals (ESRI; D&B Hoovers)

Metric 3c: Business retention & expansion visits (City of Sandy)

Metric 3d: Leads generated in target industry companies (City of Sandy)

Metric 3e: Growth in livable wage employment occupations (U.S. Bureau of Labor Statistics)

Metric 3f: Growth in target sector firms, employment, and wages (U.S. Census LEHD)

4 Cultivate emerging innovators in specialty food and beverage industries and align business development activities with the robust food storage and processing sector of the region.

4.1	Leverage proximity to nearby produce growers and Fruit Loop to expand cold storage and processing industry			
4.1.1	Opportunities and needs of food processing, produce, and cold storage	City of Sandy	Everfresh Fruit Company administration	Medium
4.2	Expand on Sandy's innovative outlets for food service providers			
4.2.1	Forum for local food service provider businesses	SACC, Oregon Restaurant and Lodging Association (ORLA)	City of Sandy, Sandy Area Chamber of Commerce	Medium
4.2.2	Alignment between specialty entrepreneurs and food industries	City of Sandy	Sandy Commissary Kitchen, Sandy Area Chamber of Commerce	Medium

Implementation Metrics

Metric 4a: Count of new business establishments by industry (ESRI; D&B Hoovers; City of Sandy)

Metric 4b: Revenue growth by establishment in food & beverage (ESRI; D&B Hoovers)

Metric 4c: Business retention & expansion visits (City of Sandy)

Metric 4d: Leads generated in target industry companies (City of Sandy)

Metric 4e: Growth in livable wage employment occupations (U.S. Bureau of Labor Statistics)

Metric 4f: Growth in target sector firms, employment, and wages (U.S. Census LEHD)

5 Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mt. Hood area adventures.

5.1 Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities

Strategy	Lead Organization	Supporting Organizations	Priority
5.1.1 Gaps in lodging options	City of Sandy, SACC	Existing and prospective lodging businesses	High
5.1.2 Build connections to identify distinct needs	City of Sandy, SACC	Hoteliers, hiking and mountain biking groups	Medium
5.2 Establish Sandy as the most active and vibrant basecamp for Mt. Hood area adventures			
5.2.1 Improve hospitality options	City of Sandy, SACC	Existing and prospective lodging businesses	Medium
5.2.2 Invest in downtown walkability	City of Sandy	ODOT, City of Sandy Development Services Department	High
5.2.3 Transit network connections for outdoor rec	City of Sandy Ec Dev Office, City of Sandy Transit Dept, Clackamas County	ODOT Public Transportation, Travel Oregon	Medium
5.2.4 Outdoor recreation marketing	City of Sandy	SACC, Travel Oregon, other nearby chambers and tourist brochure producers, Clackamas County Tourism & Cultural Affairs	High

Implementation Metrics

Metric 5a: Growth of transient lodging tax revenue (Clackamas County)

Metric 5b: Growth in number of lodging & hospitality business / TLT / liquor licenses (City of Sandy; Clackamas)

Metric 5c: Growth in retail sales per capita (Oregon Office of Economic Analysis)

Metric 5d: Local recreation amenities messaging partnerships (City of Sandy)

Metric 5e: Net expansion of recreation infrastructure / facilities (eg, number of trail miles) (City of Sandy)

Metric 5f: Increased recreation / facilities spending (City of Sandy)

Metric 5g: Estimated/observed visitation at recreation sites (U.S. Forest Service; City of Sandy; Clackamas County)

Metric 5h: Highway 26 traffic counts (Oregon Department of Transportation)

Metric 5i: Hotel occupancy rates and REVPAR (revenue per available room) trends (City of Sandy; Clackamas)

5.3 | Expand on local recreation opportunities to establish Sandy as its own destination for area outdoor adventurers

5.3.1	Expand local bikeways	City of Sandy, City of Sandy Parks & Recreation Dept	Oregon Metro, ODOT	Medium
5.3.2	Bike route connectivity	City of Sandy, City of Sandy Parks & Recreation Dept	Bureau of Land Management, Clackamas County (Tourism and Economic Development)	Medium
5.3.3	Meinig and Jonsrud Viewpoint marketing	City of Sandy, City of Sandy Parks & Recreation Dept	PGE, Travel Oregon	Low
5.3.4	Implement existing multi-modal transit plans	City of Sandy, City of Sandy Parks & Recreation Dept	Partner agencies and funding partners	High
5.3.5	Connect Tickle Creek Trail to Cazadero Trail	City of Sandy, City of Sandy Parks & Recreation Dept, Clackamas County Tourism & Cultural Affairs	Metro, City of Sandy Parks & Recreation Department	Medium
5.3.6	Sandy Hiking Loop extension	City of Sandy, City of Sandy Parks & Recreation Dept	City of Sandy Parks & Recreation Department	Medium

6 Be a leader as both retail hub and heart of East Clackamas County.

6.1 Leverage undeveloped areas to support larger retail business expansion

Strategy	Lead Organization	Supporting Organizations	Priority
6.1.1 Anchor retail in 263rd and Bell St. area	City of Sandy	Consultant support and retail businesses	Medium
6.1.2 Pleasant Street retail market analysis	City of Sandy	Consultant support, Sandy Area Chamber of Commerce	High
6.1.3 Feasibility and alignment of major outdoor company	City of Sandy	Prosper Portland, GPI, CREDC, Washington County	Medium
6.2 Expand small downtown retail opportunities as part of Pleasant Street Master Plan and infill of underutilized sites			
6.2.1 Leverage underutilized sites and proposals as part of Pleasant Street Master Plan	City of Sandy	Consultant support, property owners, City of Sandy Development Services Dept	High
6.3 Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping			
6.3.1 East Clackamas County retail recruitment	City of Sandy	Marketing consultants	Medium

Implementation Metrics

Metric 6a: Growth in retail sales per capita by category (U.S. Census ACS)

Metric 6b: Retail sales as a percent of personal income (U.S. Census ACS)

Metric 6c: Value of commercial property (Clackamas County Assessor)

Metric 6d: Count of tourist visitation (Clackamas County TDC)

Metric 6e: Retail gap analysis (Oregon Office of Economic Analysis)

Metric 6f: Dollars spent in local establishments / revenue. (ESRI; D&B Hoovers)

CHAPTER 5

Appendix

LANDSCAPE ASSESSMENT

Planning & Policy Context

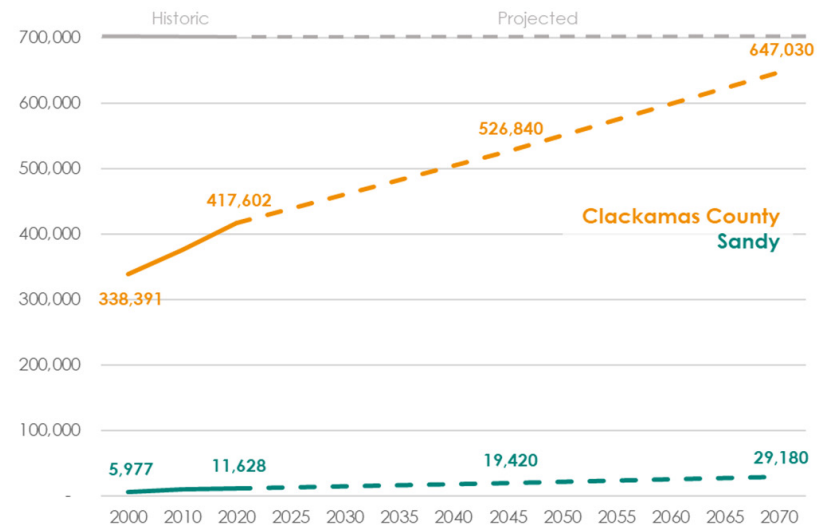
Localized planning aligns with Clackamas County's focus on broad-based business expansion with a strategic investment in industrial and commercial development consistent with area resident needs and other objectives for community livability and environmental quality.

SANDY WILL DOUBLE ITS POPULATION BY 2050 AND REACH A POPULATION OF 29,180 BY 2070. IT IS ESTIMATED TO ADD BETWEEN 2,000 AND 2,500 NEW JOBS AND CLOSE TO 3,000 NEW PEOPLE BY 2043.



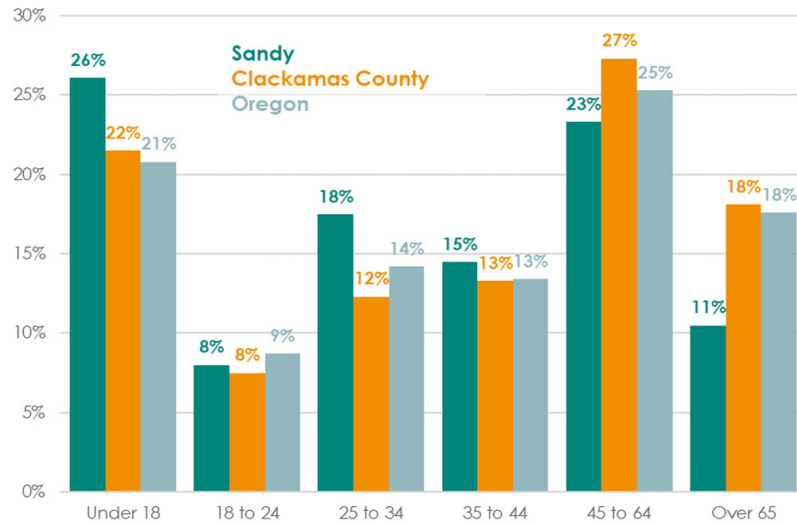
Demographic Conditions

Historic and Projected Population, Clackamas County, 2000-2070



Source: Portland State University Population Research Center, 2020; CAI, 2022.

Age of Residents, Sandy and Clackamas County, 2020



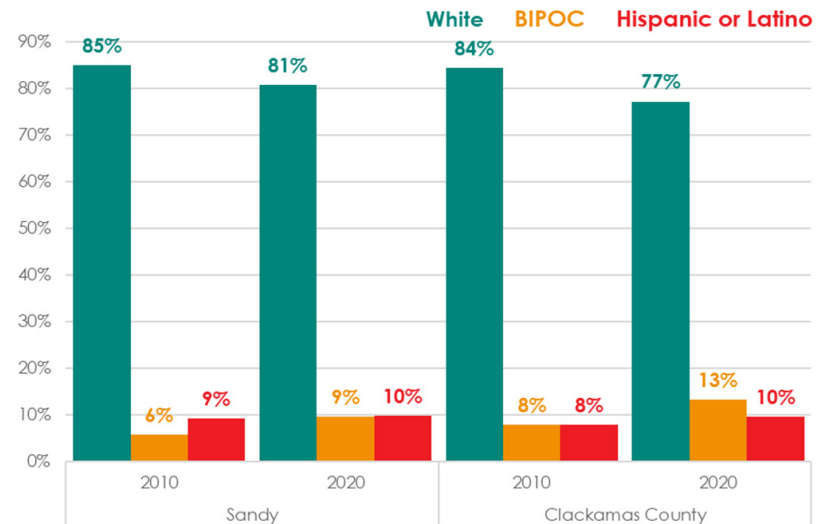
Source: ACS, 2010, 2020; CAI, 2022.

SANDY HAS AN AGING POPULATION, BUT THE MEDIAN AGE IS LOWER THAN CLACKAMAS COUNTY AND OREGON.



Race and Ethnicity of Residents, Sandy and Clackamas County, 2010 and 2020

THE BIPOC POPULATION IN SANDY IS GROWING AT A FASTER RATE THAN CLACKAMAS COUNTY, CHANGING FROM 6% TO 9% OF THE POPULATION OVER THE LAST TEN YEARS.



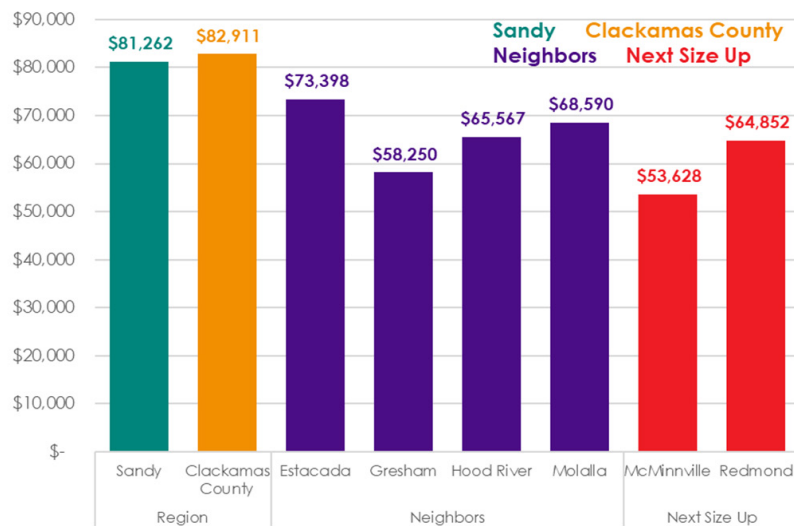
Source: ACS, 2010, 2020; CAI, 2022.

Economic Indicators

Economic indicators refer to data on jobs that are based in Sandy or the region. Workers in these jobs commute from across the region and state. Data that refers to workers or job numbers in this section include, but are not limited to, workers who live in Sandy.

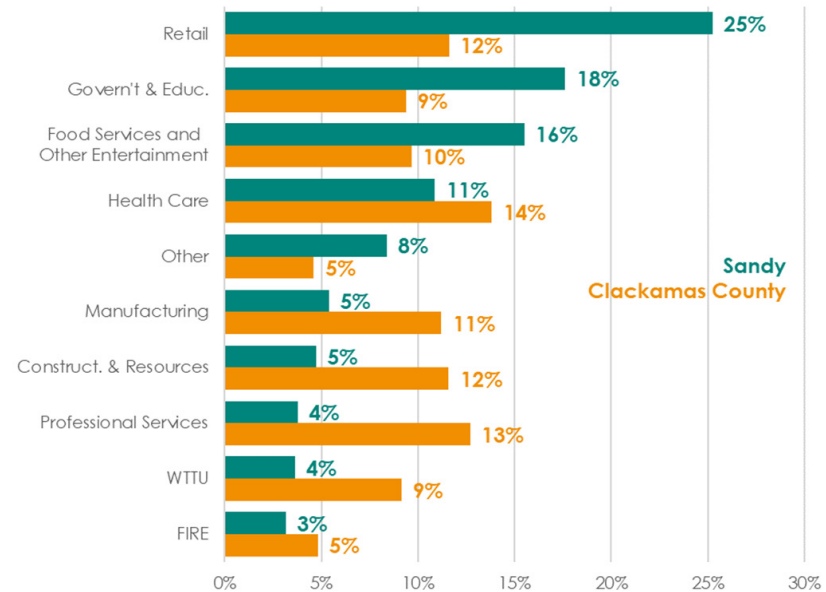
SANDY'S LARGEST INDUSTRY IS RETAIL, WHICH ACCOUNTS FOR ONE-QUARTER OF ALL JOBS.

Median Resident Income, Sandy and Clackamas County, 2020



Source: LEHD, 2019, 2020; CAI, 2022.

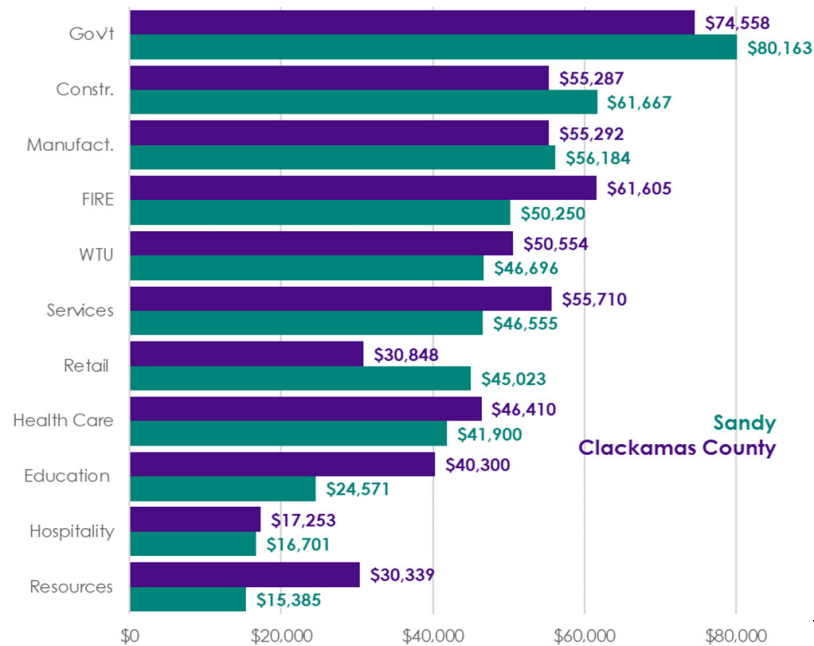
Employment by Industry, Sandy and Clackamas County, 2019 (Metric 3f, 4f)



Source: LEHD, 2019, 2020; CAI, 2022.

SANDY'S MEDIAN INCOME (\$81,262) IS SLIGHTLY LOWER THAN CLACKAMAS COUNTY (\$82,911), BUT IT IS HIGHER THAN COMPARABLE NEIGHBORING CITIES AND CITIES OF THE NEXT SIZE UP (RANGING FROM \$58,250 TO \$73,400).

Median Workforce Income by Industry, Sandy and Clackamas County, 2020



Source: ACS, 2020; CAI, 2022.

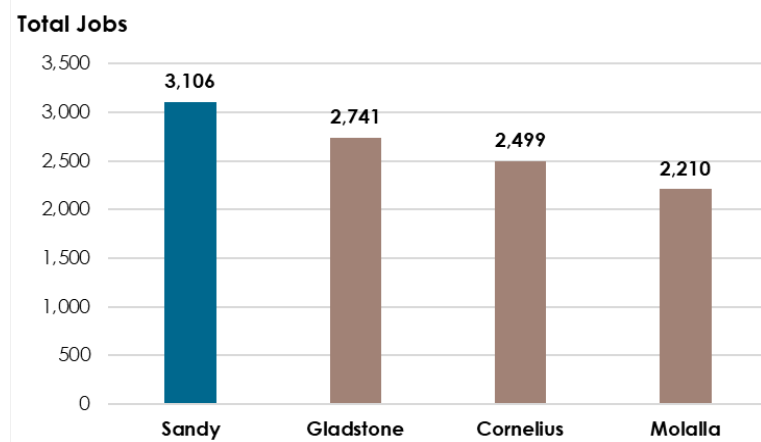


GOVERNMENT JOBS PAY THE HIGHEST MEDIAN WAGE IN SANDY, WHILE THE LOWEST WAGES ARE IN THE HOSPITALITY AND NATURAL RESOURCES INDUSTRIES (RANGING FROM \$15,400 TO \$16,700).

SANDY AND CLACKAMAS COUNTY HAVE MANY OF THE SAME SECTORS REPRESENTED AMONG THEIR LARGEST EMPLOYERS.



Total Employment, Sandy and Selected Comparison Cities, 2018 (Metric 2b)



Source: U.S. Census LEHD, 2018; CAI, 2022.

Major Employers, Clackamas County, 2022

Rank	Company	Employees	Sector	HQ
1	KinderCare Education	1,500	Education	Yes
2	NAVEX Global	1,000	Software-IT	Yes
3	Siemens EDA	1,000	Computers & Electronics	
4	Unosquare	768	Software-IT	Yes
5	Oregon Tool	700	Athletic & Outdoor	
6	The Greenbrier Companies	651	Manufacturing	Yes
7	TE Connectivity	601	Computers & Electronics	
8	Swire Coca-Cola	600	Food & Beverage	
9	Sysco	600	Food & Beverage	
10	Xerox Corporation	600	Computers & Electronics	
11	Micro Systems Engineering	550	Bioscience	Yes
12	Bob's Red Mill	500	Food & Beverage	Yes
13	Logical Position	405	Design and Media	Yes
14	Aldrich Group	377	Financial Services	Yes
15	Benchmade	359	Athletic & Outdoor	Yes
16	Teledyne Flir Systems	350	Manufacturing	Yes
17	ESS, Inc.	250	Climate Tech	
18	I&E Construction	219	Construction	Yes

Source: Portland Business Journal, Oregonian, local municipalities, LinkedIn, Greater Portland Inc., 2022; CAI, 2022.

Major Employers, City of Sandy, 2022

Rank	Company	Sector
1	Oregon Trail School District	Education
2	Safeway Stores Inc.	Food & Beverage
3	US Metal Works Inc.	Metals &
4	Quality Tank Construction	Metals &
5	Web Steel Buildings NW	Metals &
6	G&L Screw Machine	Metals &
7	Konnel Construction	Construction
8	Firwood Medical Center	Health Care
9	Eclectic Institute Lab	Health Care
10	Suburban Ford	Automotive
11	Fred Meyer	Food & Beverage

Source: Clackamas County, 2022; CAI, 2022.

Workforce Indicators

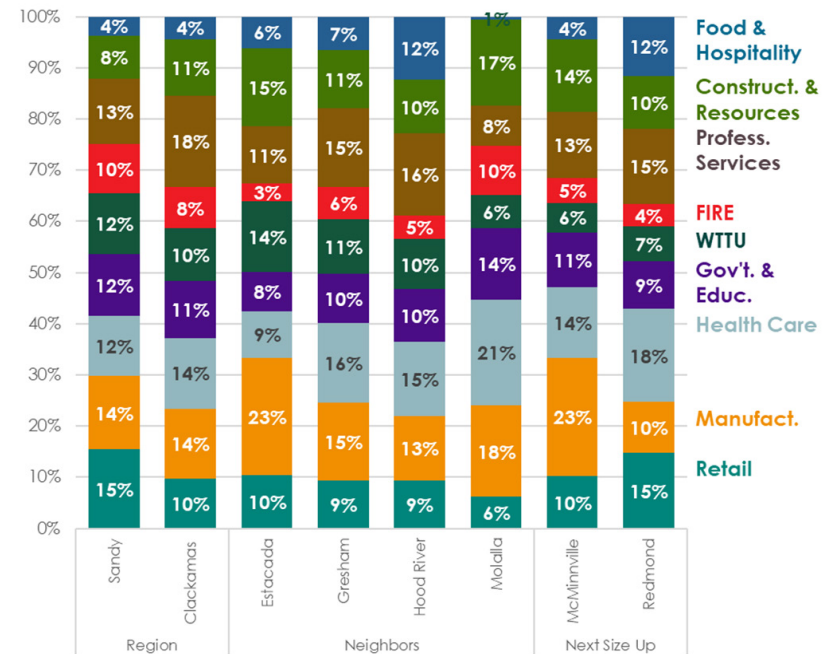
Workforce indicators refers to job numbers and industries of workers who live in Sandy. A portion of these jobs employ workers that live and work in the city, but data in this section will also refer to jobs across the county and region held by Sandy residents.

SANDY'S RESIDENTS ARE EMPLOYED BY A DIVERSE SET OF INDUSTRIES WITH A SLIGHTLY HIGHER SHARE WITH JOBS IN RETAIL (15%), MANUFACTURING (14%), AND PROFESSIONAL SERVICES (13%).



MAJOR EMPLOYERS OF SANDY SPAN SIX INDUSTRIES: AUTOMOTIVE, CONSTRUCTION, EDUCATION, FOOD & BEVERAGE, HEALTH CARE, AND METALS & MACHINERY.

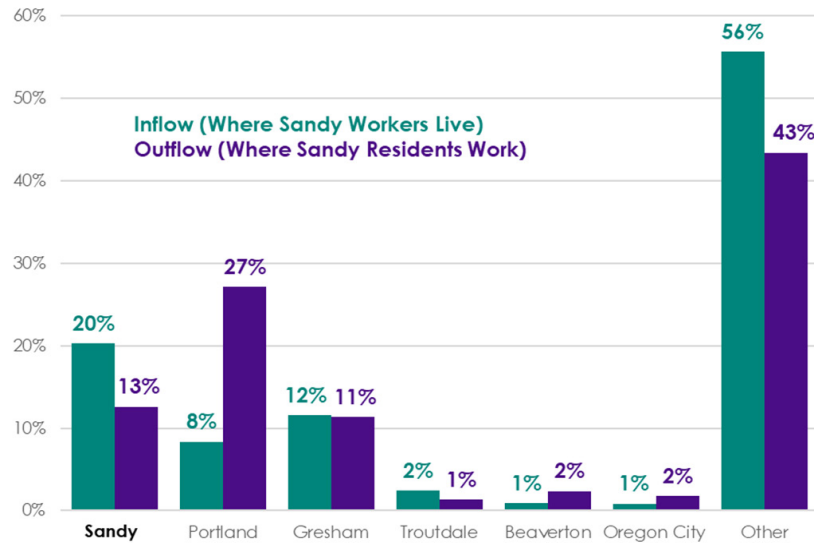
Resident Job Share by Industry, Sandy and Comparison Cities, 2020



Source: ACS, 2020; CAI, 2022.



Top Destinations and Origins, Sandy, Clackamas County and Region, 2019



Source: U.S. Census LEHD, 2019; CAI, 2022.



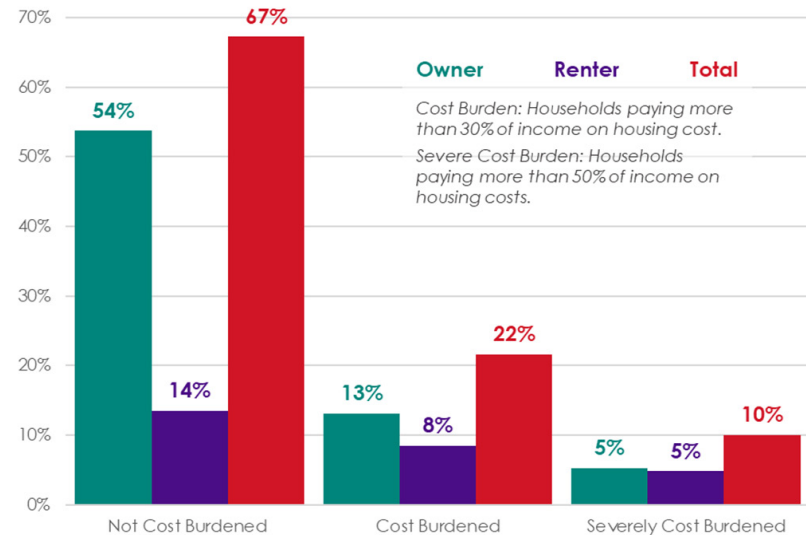
OVER A QUARTER OF SANDY'S RESIDENTS COMMUTE TO WORK IN PORTLAND (27%), WHILE A SMALLER PORTION REMAIN IN SANDY (13%) OR COMMUTE TO GRESHAM (11%).

Housing Conditions

ABOUT ONE THIRD OF SANDY'S RESIDENTS ARE EITHER COST-BURDENED (22%) OR SEVERELY COST-BURDENED (10%) WITH A HIGH SHARE THAT ARE HOMEOWNERS (18%) AND A SOMEWHAT LOWER SHARE THAT ARE RENTERS (13%).



Share of Cost Burdened Households, Sandy, 2015-2019

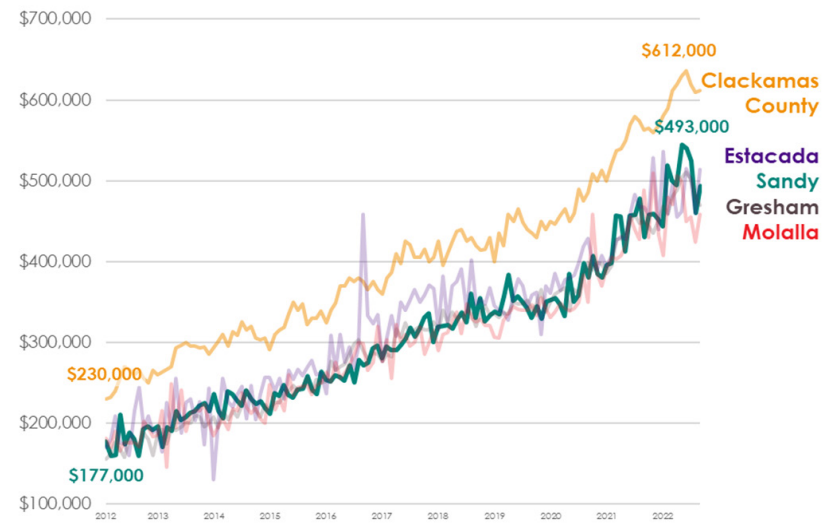


Source: HUD CHAS, 2015-2019; CAI, 2022.

MEDIAN HOME SALE PRICES IN SANDY (\$493,000) ARE MORE AFFORDABLE THAN CLACKAMAS COUNTY (\$612,000) AND SIMILAR TO NEARBY GRESHAM, MOLALLA, AND ESTACADA.



Median Home Sale Price, Sandy and Clackamas County, 2012-2022

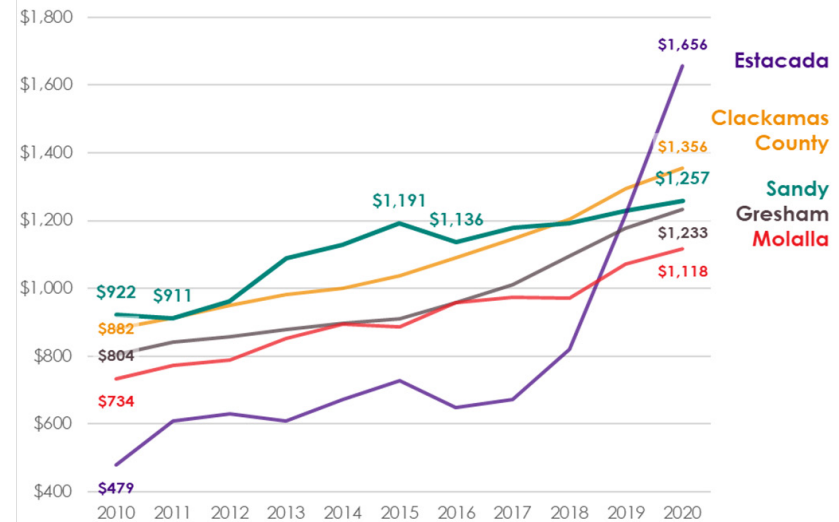


Source: Redfin, 2012-2022; CAI, 2022.

MEDIAN RENTS IN SANDY ARE LESS AFFORDABLE THAN MOLALLA AND MORE AFFORDABLE THAN BOTH ESTACADA AND CLACKAMAS COUNTY AS A WHOLE - ESSENTIALLY THE SAME AS GRESHAM AT ABOUT \$1,250 PER MONTH

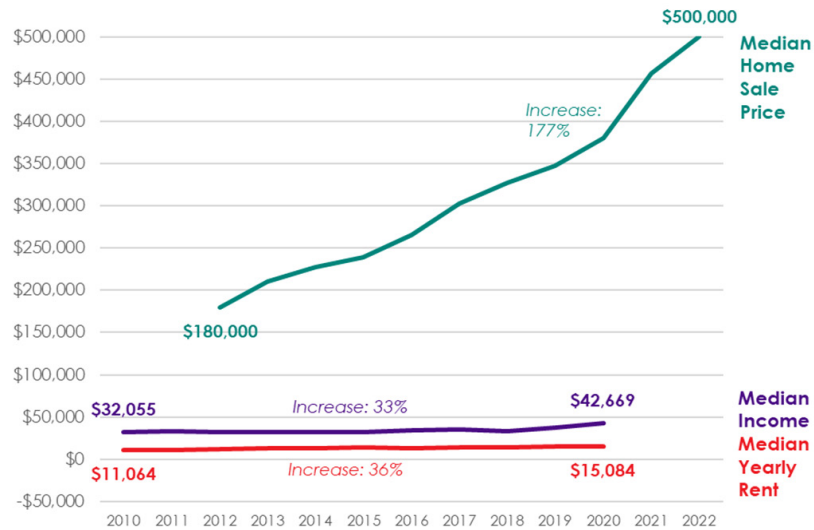


Median Rent, Sandy and Region, 2010-2020



Source: ACS, 2010-2020; CAI, 2022.

Housing Costs and Income Change, Sandy, 2010 to 2022

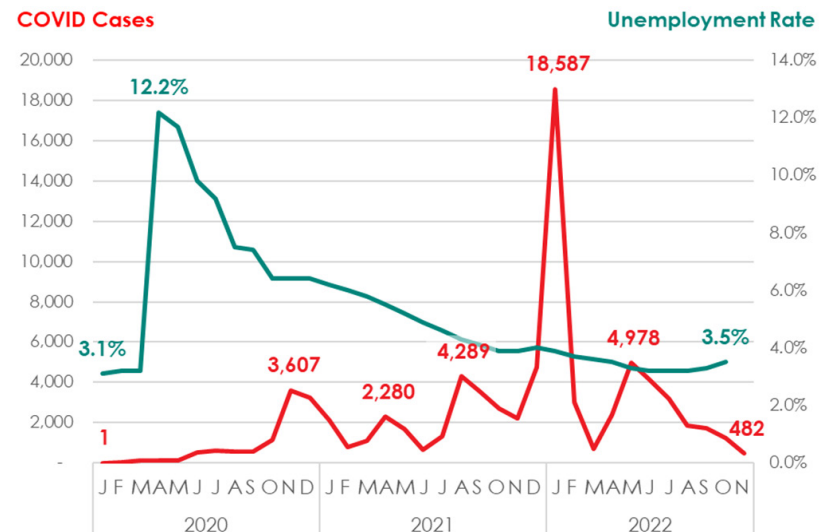


Source: Redfin, 2022; ACS, 2010-2020; CAI, 2022.



MEDIAN INCOME HAS INCREASED AT ALMOST THE SAME RATE AS THE RISE OF MEDIAN YEARLY RENT, BUT HOMEOWNERSHIP IS BECOMING UNATTAINABLE AS INC.N SALES PRICE INCREASES

Unemployment Rate and Positive COVID-19 Tests by Week, Clackamas County, January 2020-November 2022 (Metric 1e)



Source: Oregon Health, 2020; WA ESD, 2022; CAI, 2022.

Covid-19 Impacts

UNEMPLOYMENT IN CLACKAMAS COUNTY RETURNED TO NEAR PRE-PANDEMIC LEVELS IN LATE 2022 AS COVID CASES SPIKED AND THEN DECREASED TO BELOW SUMMER 2020 LEVELS.



Industry Clusters

The existing and historic performance of specific industry clusters can inform planning and programming of site development investment priorities, investments in infrastructure and other industry supports. This section provides background research on high-performing industry clusters in the City of Sandy and Clackamas County, and an analysis of specific target industries identified for further investigation.

Key sectors and industries that are relevant to Sandy have been elevated by county and regional economic and workforce development organizations:

DESIGN AND MEDIA; METALS AND MACHINERY; OTHER MATERIALS MANUFACTURING; FOOD AND BEVERAGE; APPAREL AND OUTDOOR; HEALTH CARE; AND WHOLESALE TRADE, TRANSPORT, AND DISTRIBUTION.



Key Sectors and Industries	Metro CEDS	GPI CEDS	WSI Key Sectors	Clackamas County Emerging Trends	Sandy EOA
Technology					
Software	Yes	Yes		Yes	
Design & Media	Yes	Yes		Yes	Yes
Computer & Electronics	Yes	Yes			
Climate Tech	Yes	Yes			
Tech			Yes	Yes	
Manufacturing					
Metals & Machinery	Yes	Yes		Yes	Yes
Advanced Manufacturing			Yes	Yes	
Other Materials Manufacturing				Yes	Yes
Services					
Food & Beverage	Yes	Yes		Yes	Yes
Apparel & Outdoor	Yes	Yes			Yes
Health Care			Yes	Yes	Yes
Professional Business Services				Yes	
Other					
Wholesale Trade, Transport., & Distribution				Yes	Yes
Construction			Yes		
Agriculture, Nurseries & Greenhouses				Yes	

Sources: Oregon Metro, 2021; Greater Portland, Inc., 2021; Work Systems Inc., 2022; Clackamas County, 2022; ECONorthwest, 2022; CAI, 2022.

Findings

Demographic Conditions

- Sandy will double its population by 2050 and reach a population of 29,180 by 2070. It is estimated to add between 2,000 and 2,500 new jobs and close to 3,000 new people by 2043.
- The BIPOC population in Sandy is growing at a faster rate than Clackamas County, changing from 6% to 9% of the population over the last ten years.

Economic Indicators

- Sandy's largest industry is retail, which accounts for one-quarter of all jobs.
- Sandy's median income (\$81,262) is slightly lower than Clackamas County (\$82,911), but it is higher than comparable neighboring cities and cities of the next size up (ranging from \$58,250 to \$73,400).
- Government jobs pay the highest median wage in Sandy (ranging from \$74,600 to \$80,200), while the lowest wages are in the Hospitality and Natural Resources industries (ranging from \$15,400 to \$16,700).

- Sandy and Clackamas County have many of the same sectors represented among their largest employers.
- Major employers of Sandy span six industries: Automotive, construction, education, food & beverage, health care, and metals & machinery.

Workforce Indicators

- Sandy's residents are employed by a diverse set of industries with a slightly higher share with jobs in Retail (15%), Manufacturing (14%), and Professional Services (13%).
- Over a quarter of Sandy's residents commute to work in Portland (27%), while a smaller portion remain in Sandy (13%) or commute to Gresham (11%).

Housing Conditions

- About one third of Sandy's residents are either cost-burdened (22%) or severely cost-burdened (10%) with a high share that are homeowners (18%) and a somewhat lower share that are renters (13%).

- Median home sale prices in Sandy (\$493,000) are more affordable than Clackamas County (\$612,000) and similar to nearby Gresham, Molalla, and Estacada.
- Median rents in Sandy are less affordable than Molalla and more affordable than both Estacada and Clackamas County as a whole - essentially the same as Gresham at about \$1,250 per month.

- Retail and Services; Tourism and Recreation; Health Care and Social Assistance; Remote Work and Office Using Employment; Metals and Fabrication Industries; Specialty Food and Beverage; and Clean Tech industries have been identified for further investment based on cluster analysis, demographic and site conditions, and community and city engagement.

COVID-19 Impacts

- Unemployment in Clackamas County returned to near pre-pandemic levels in late 2022 as COVID cases spiked and then decreased to below Summer 2020 levels.

Industry Clusters

- Key sectors and industries that are relevant to Sandy have been elevated by county and regional economic and workforce development organizations: Design and Media; Metals and Machinery; Other Materials Manufacturing; Food and Beverage; Apparel and Outdoor; Health Care; and Wholesale Trade, Transport, and Distribution.





Economic Development Strategic Plan



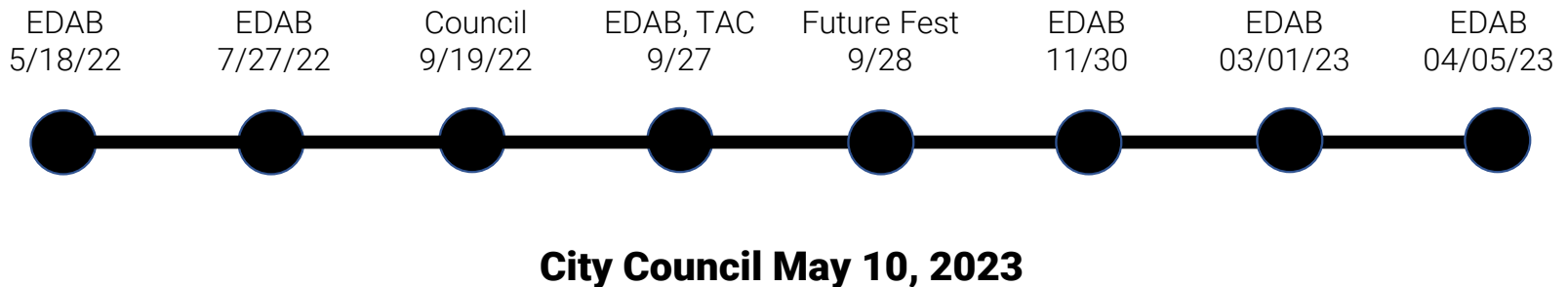
March 2023

where innovation meets elevation

Background and Purpose

Background

The City of Sandy has developed an Economic Development Strategic Plan (EDSP) to direct staff and partner efforts to grow Sandy's economy in the coming years. The Economic Development Advisory Board unanimously recommended the EDSP for adoption by the City Council on April 5, 2023.



Background and Purpose

Purpose

- > Review vision, goals and strategies from the EDSP
- > Ask clarifying questions about the process or the content
- > Adopt the EDSP

Vision and Goals

Vision Statement

Sandy is a vibrant community that leverages the economic might of the metropolitan area and the outdoor gems of Mt. Hood, offering businesses and residents a unique balance between professional opportunity and outstanding quality of place. We cherish the small businesses that propel our dynamic downtown and welcome visitors who wish to experience all that Sandy has to offer, while strategically investing in new, high-quality jobs for our talented residents.



Vision and Goals

Goals At-A-Glance

- goal 1** Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.
- goal 2** Leverage our investments in technology to maximize economic benefits.
- goal 3** Build on our assets in manufacturing to establish Sandy as a destination for metals fabrication and related activities.
- goal 4** Cultivate innovation in specialty food and beverage industries and align with the region's robust food storage and processing sector.
- goal 5** Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mt. Hood area adventures.
- goal 6** Be a leader as both retail hub and heart of East Clackamas County.

Strategies

Strategies At-A-Glance

- 1.1 Improve access to health care, child care, job training, and assistance programs
- 1.2 Expand job training and wraparound services for youth and disadvantaged workers
- 2.1 Foster entrepreneurship and drive new business creation
- 2.2 Invest in broader awareness and utility of sandynet and other resources and amenities that support and attract home-based workforce
- 3.1 Support and identify opportunities for business expansion among strong base of metals fabrication industries
- 3.2 Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing
- 4.1 Leverage proximity to nearby produce growers and fruit loop to expand cold storage and processing industry
- 4.2 Expand on sandy's innovative outlets for food service providers
- 5.1 Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities
- 5.2 Establish sandy as the most active and vibrant basecamp for Mt. Hood area adventures
- 5.3 Expand on local recreation opportunities to establish sandy as its own destination for area outdoor adventures
- 6.1 Leverage undeveloped areas to support larger retail business expansion
- 6.2 Expand small downtown retail opportunities as part of pleasant street master plan and infill of underutilized sites
- 6.3 Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping

12 Economic Development Strategic Plan for the CITY OF SANDY

Getting started...

1	Improve systems to ensure broad and durable access to economic opportunity and maintain Sandy's high quality of life.			
1.1	Improve access to health care, child care, job training, and assistance programs			
Strategy	Lead Organization	Supporting Organizations	Priority	
1.1.1	Expansion of local health care facilities that ensure health services	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	City of Sandy	Medium
1.1.2	Best practices in expanding health care services in non-metropolitan settings	City of Sandy	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	Medium
1.1.3	Resources and positioning to attract qualified health care workers	City of Sandy	Adventist Health Portland, Legacy Medical Group, Sandy Health Center, El Hospital Del Calzado, Providence, Kaiser Permanente	Low
1.1.4	Access to child care facilities	City of Sandy	AntFarm Youth Services, Clackamas Workforce Partnership	High

Implementation Metrics

- Metric 1a:** Percent uninsured (health insurance) (U.S. Census ACS)
- Metric 1b:** Count of childcare workers, and home health aides (U.S. Census ACS)
- Metric 1c:** Social services expenditures per capita (U.S. Census ACS)
- Metric 1d:** Labor force participation rate (U.S. Bureau of Labor Statistics; Census)
- Metric 1e:** Unemployment rate (U.S. Bureau of Labor Statistics)
- Metric 1f:** Median income by occupation (U.S. Census ACS)
- Metric 1g:** Open job postings on Indeed.com (Indeed.com)

Getting started...

2	Leverage our investments in technology to maximize economic benefits.		
2.1	Foster entrepreneurship and drive new business creation		
Strategy	Lead Organization	Supporting Organizations	Priority
2.1.1	"Third place" programs for entrepreneurs City of Sandy	Business Oregon and nearby incubator organizations in Gresham	Medium
2.1.2	Link between areas schools and advanced techand business training programs Oregon Trail School District, Mt. Hood and Clackamas Community Colleges	City of Sandy, SandyNet Director (Greg Brewster)	Medium
2.2	Invest in broader awareness and utility of SandyNet and other resources and amenities that support and attract home-based workforce		
2.2.1	Assess SandyNet as a resource in business and talent attraction City of Sandy Economic Development Office, SandyNet Admin.	Marketing and economic consultants.	High
2.2.2	Economic development partnerships to market SandyNet City of Sandy Economic Development Office, SandyNet Admin.	Greater Portland Inc., Clackamas County Economic Development Department	High

Implementation Metrics

- Metric 2a:** Count of total business establishments (ESRI Business Analyst; D&B Hoovers; Business Licenses)
- Metric 2b:** Count of total non-farm employment (U.S. Census LEHD)
- Metric 2c:** New business starts and entrepreneur transitions (startup to growth, eg) (U.S. Census BFS)
- Metric 2d:** Number of private sector engagements with local educational institutions (City of Sandy)
- Metric 2e:** Count of SandyNet customers / bandwidth utilization (SandyNet)
- Metric 2f:** Marketing material distribution / page views (City of Sandy)
- Metric 2g:** Count of new business licenses (City of Sandy)

Getting started...

3	Build on our businesses and workers in manufacturing to establish Sandy as a destination for metals fabrication and related activities.			
3.1	Support and identify opportunities for business expansion among strong base of metals fabrication industries			
Strategy	Lead Organization	Supporting Organizations	Priority	
3.1.1	Forum for area metal fabrication businesses	City of Sandy Economic Development Office	Oregon Manufacturing Innovation Center (OMIC), Oregon Manufacturing Extension Partnership (OMEP), local area metal fabrication businesses.	High
3.2	Carve a niche in subsectors of metals fabrication specific to outdoor equipment and tool manufacturing			
3.2.1	Host a summit or convention for local metal fabrication and related businesses	City of Sandy, Clackamas County Economic Development Department	Greater Portland Inc., Oregon Manufacturing Innovation Center (OMIC) and Oregon Manufacturing Extension Partnership (OMEP), Estacada Economic Dev.	Medium
3.2.2	Opportunity sites for metals fabrication and outdoor tool manufacturing	City of Sandy, Clackamas County Economic Development Department	Oregon Manufacturing Innovation Center (OMIC) and Oregon Manufacturing Extension Partnership (OMEP)	Medium
3.2.3	Alignment between metal fabrication industries and outdoor gear and apparel.	City of Sandy, Clackamas County Economic Development Department	Greater Portland Inc.? Clackamas County Business and Economic Development (Cyndi Moore)	Low

Implementation Metrics

Metric 3a: Count of new business establishments by industry (ESRI; D&B Hoovers; City of Sandy)

Metric 3b: Revenue growth by establishment in metals (ESRI; D&B Hoovers)

Metric 3c: Business retention & expansion visits (City of Sandy)

Metric 3d: Leads generated in target industry companies (City of Sandy)

Metric 3e: Growth in livable wage employment occupations (U.S. Bureau of Labor Statistics)

Metric 3f: Growth in target sector firms, employment, and wages (U.S. Census LEHD)

Getting started...

4	Cultivate emerging innovators in specialty food and beverage industries and align business development activities with the robust food storage and processing sector of the region.			
4.1	Leverage proximity to nearby produce growers and Fruit Loop to expand cold storage and processing industry			
4.1.1	Opportunities and needs of food processing, produce, and cold storage	City of Sandy	Everfresh Fruit Company administration	Medium
4.2	Expand on Sandy's innovative outlets for food service providers			
4.2.1	Forum for local food service provider businesses	SACC, Oregon Restaurant and Lodging Association (ORLA)	City of Sandy, Sandy Area Chamber of Commerce	Medium
4.2.2	Alignment between specialty entrepreneurs and food industries	City of Sandy	Sandy Commissary Kitchen, Sandy Area Chamber of Commerce	Medium

Implementation Metrics

- Metric 4a:** Count of new business establishments by industry (ESRI; D&B Hoovers; City of Sandy)
- Metric 4b:** Revenue growth by establishment in food & beverage (ESRI; D&B Hoovers)
- Metric 4c:** Business retention & expansion visits (City of Sandy)
- Metric 4d:** Leads generated in target industry companies (City of Sandy)
- Metric 4e:** Growth in livable wage employment occupations (U.S. Bureau of Labor Statistics)
- Metric 4f:** Growth in target sector firms, employment, and wages (U.S. Census LEHD)

Getting started...

5	Invest in hospitality and place-based tourism to make Sandy the most active and vibrant basecamp for Mt. Hood area adventures.			
5.1	Identify and market opportunity sites for expansion of lodging and supportive retail connected to Mt. Hood vicinity opportunities			
Strategy		Lead Organization	Supporting Organizations	Priority
5.1.1	Gaps in lodging options	City of Sandy, SACC	Existing and prospective lodging businesses	High
5.1.2	Build connections to identify distinct needs	City of Sandy, SACC	Hoteliers, hiking and mountain biking groups	Medium
5.2	Establish Sandy as the most active and vibrant basecamp for Mt. Hood area adventures			
5.2.1	Improve hospitality options	City of Sandy, SACC	Existing and prospective lodging businesses	Medium
5.2.2	Invest in downtown walkability	City of Sandy	ODOT, City of Sandy Development Services Department	High
5.2.3	Transit network connections for outdoor rec	City of Sandy Ec Dev Office, City of Sandy Transit Dept, Clackamas County	ODOT Public Transportation, Travel Oregon	Medium
5.2.4	Outdoor recreation marketing	City of Sandy	SACC, Travel Oregon, other nearby chambers and tourist brochure producers, Clackamas County Tourism & Cultural Affairs	High

Implementation Metrics

- Metric 5a:** Growth of transient lodging tax revenue (Clackamas County)
- Metric 5b:** Growth in number of lodging & hospitality business / TLT / liquor licenses (City of Sandy; Clackamas)
- Metric 5c:** Growth in retail sales per capita (Oregon Office of Economic Analysis)
- Metric 5d:** Local recreation amenities messaging partnerships (City of Sandy)
- Metric 5e:** Net expansion of recreation infrastructure / facilities (eg, number of trail miles) (City of Sandy)
- Metric 5f:** Increased recreation / facilities spending (City of Sandy)
- Metric 5g:** Estimated/observed visitation at recreation sites (U.S. Forest Service; City of Sandy; Clackamas County)
- Metric 5h:** Highway 26 traffic counts (Oregon Department of Transportation)
- Metric 5i:** Hotel occupancy rates and REVPAR (revenue per available room) trends (City of Sandy; Clackamas)

Getting started...

6 Be a leader as both retail hub and heart of East Clackamas County.

6.1 Leverage undeveloped areas to support larger retail business expansion

Strategy	Lead Organization	Supporting Organizations	Priority
6.1.1 Anchor retail in 263rd and Bell St. area	City of Sandy	Consultant support and retail businesses	Medium
6.1.2 Pleasant Street retail market analysis	City of Sandy	Consultant support, Sandy Area Chamber of Commerce	High
6.1.3 Feasibility and alignment of major outdoor company	City of Sandy	Prosper Portland, GPI, CREDC, Washington County	Medium
6.2 Expand small downtown retail opportunities as part of Pleasant Street Master Plan and infill of underutilized sites			
6.2.1 Leverage underutilized sites and proposals as part of Pleasant Street Master Plan	City of Sandy	Consultant support, property owners, City of Sandy Development Services Dept	High
6.3 Focus business attraction on experiential retail and retail options that can sidestep competition with online shopping			
6.3.1 East Clackamas County retail recruitment	City of Sandy	Marketing consultants	Medium

Implementation Metrics

Metric 6a: Growth in retail sales per capita by category (U.S. Census ACS)

Metric 6b: Retail sales as a percent of personal income (U.S. Census ACS)

Metric 6c: Value of commercial property (Clackamas County Assessor)

Metric 6d: Count of tourist visitation (Clackamas County TDC)

Metric 6e: Retail gap analysis (Oregon Office of Economic Analysis)

Metric 6f: Dollars spent in local establishments / revenue. (ESRI; D&B Hoovers)



Thank you!





MINUTES
City Council Meeting
Monday, April 17, 2023 6:00 PM

COUNCIL PRESENT: Chris Mayton, Councilor; Laurie Smallwood, Council President; Richard Sheldon, Councilor; Kathleen Walker, Councilor; Don Hokanson, Councilor; and Stan Pulliam, Mayor

COUNCIL ABSENT: Carl Exner, Councilor

STAFF PRESENT: Ryan Wood, Public Works Superintendent; Jordan Wheeler, City Manager; Jeff Aprati, City Recorder; Tyler Deems, Deputy City Manager; Jenny Coker, Public Works Director; Kelly O'Neill Jr., Development Services Director; Angie Welty, Human Resources Director; and Ernie Roberts, Police Chief

MEDIA PRESENT: (none)

1. CITY COUNCIL PLANNING COMMISSION WORK SESSION - 6:00 PM

1.1. Transportation System Plan (TSP) Work Session

Staff Report - 0691

Note: Planning Commissioners Crosby, Myhrum, Wegener, Lee, and Ramseyer were present for the work session.

The **Development Services Director** provided opening remarks and summarized the staff report, which was included in the agenda packet. Consultants with DKS and MIG were present to deliver the Transportation System Plan project update; their presentation slides were also included in the agenda packet.

Discussion ensued on the following issues:

- The Hwy 211 / Dubarko project includes funding for studies as well as improvements
- Discussion on reasons for the decrease in cost for Hwy 211 / Gunderson
- Discussion on the precise location of needed sidewalks on Bluff Road near Jonsrud Viewpoint
- Location of new sidewalk on 362nd Ave south of Industrial Way

- Discussion of whether to explicitly include State standards in the plan, versus simply referencing them
- Concern regarding the feasibility of projects with respect to ODOT requirements
- Intentions to ensure the plan is readable and understandable
- Projects are listed in multiple tiers; the Council can consider which projects to include in System Development Charge calculations to keep rates reasonable
- Future aspirational projects may remain in the plan, even if they are not included for purposes of setting new SDC rates
- Corrections: project D21B should be in Package 2 rather than 1; Project P27 should be in Package 1 and the cost should be lower
- Concern that the sidewalk improvements on 362nd Ave are too expensive relative to other priorities like Hwy 211 improvements
 - Note that some of the 362nd costs can be borne by development
 - Note that the scope of needed improvements on Hwy 211 is far greater than can be achieved through sidewalk project reallocation
- Discussion on processes for changing speed limits in the city
- Discussion on the six foot standard for sidewalks, and recognition that many existing sidewalks are not six feet wide
- Note that requirements related to bike infrastructure vary widely across cities
- Note that average daily trip requirements are now explicitly included in the municipal code
- Note on the importance of referencing trails projects in the TSP

The **Mayor** indicated the need to hold a future work session on the possibility of adopting a blanket speed limit across all local streets.

2. **CITY COUNCIL REGULAR MEETING - 7:00 PM**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Changes to the Agenda**
(none)
6. **Public Comment**
(none)

7. Response to Previous Public Comments
(none)

8. Presentation

8.1. Government Relations Update

Update from Nellie deVries on 2023 session of the Oregon Legislature and the City's lobbying priorities.

Ms. deVries summarized the update memorandum that was included in the agenda packet. The verbal update addressed topics including the relatively collegial atmosphere thus far, challenges related to requirements to read bills aloud, receptiveness to our funding request among legislators, scheduled meetings with members of the Capital Construction Subcommittee, possible impacts of the Interstate Bridge project on other funding requests, and possibilities that some funding may be reserved for rural communities. Specific discussion also centered on HB 3414 and its anticipated effects on eroding home rule authority.

9. Consent Agenda

9.1. City Council Minutes

April 3, 2023

9.2. Contract Amendment No. 3: Wastewater Treatment Plant Engineering Services

Staff Report - 0690

Moved by Kathleen Walker, seconded by Don Hokanson

Adopt the consent agenda.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Don Hokanson, and Stan Pulliam

Absent: Carl Exner

10. New Business

10.1. 2023 Pavement Maintenance Program Construction Contract

Staff Report - 0688

The Council discussed the reasons for the differing bid amounts submitted. Staff confirmed that Curran-McLeod did review the bids and confirmed that they are responsive. Council discussion also referenced the need for pavement maintenance on Hood and Pleasant Streets.

Moved by Don Hokanson, seconded by Chris Mayton

Accept the low bid of \$550,538.00 with the Knife River Corporation for the 2023 Pavement Maintenance Program Construction Contract and authorize the City Manager to enter into an agreement with Knife River Corporation to complete this project.

CARRIED. 6-0

Ayes: Chris Mayton, Laurie Smallwood, Richard Sheldon,
Kathleen Walker, Don Hokanson, and Stan Pulliam

Absent: Carl Exner

11. Report from the City Manager

- A \$7 million loan from Business Oregon was secured for the water system project
- A meeting will be held soon with the League of Oregon Cities on the importance on advocating for home rule authority
- The first Budget Committee meeting of the year will occur on 4/20/23

12. Committee /Council Reports

Councilor Hokanson

(none)

Councilor Walker

- New crosswalk on Bluff Road is complete
- Egg hunt events were successful

Councilor Sheldon

- Egg hunt events were successful
- Suggestion to consider measures to restrict selling of items within right-of-way medians in the interest of safety

Council President Smallwood

- Parks and Recreation is continuing cost recovery work

Councilor Mayton

- Economic Development Advisory Board voted to recommend the strategic plan for the Council's consideration

Mayor Pulliam

- Met with candidates for the Interim City Manager position and worked with the **City Manager, Human Resources Director,** and **Councilors Smallwood and Hokanson** to discuss recommendations. The current **Deputy City Manager** Tyler Deems is being recommended to serve as Interim City Manager, with the current Director of Policy and Community Relations Jeff Aprati to serve as a strong #2. Work will ensue to develop a draft contract with Mr. Deems, and the subcommittee will help develop desired attributes for the permanent city manager position.

Councilor Sheldon made a motion to accept the subcommittee's interim city manager recommendation. The motion was seconded by **Councilor Mayton**. The motion was approved unanimously.

13. Staff updates

13.1. [Monthly Reports](#)

14. Adjourn

Mayor, Stan Pulliam

City Recorder, Jeff Aprati



Staff Report

Meeting Date: May 15, 2023

From Jeff Aprati, City Recorder

SUBJECT: Economic Development Advisory Board Appointments

DECISION TO BE MADE:

Whether to accept the interview panel's recommendation for appointments to the Economic Development Advisory Board

BACKGROUND / CONTEXT:

The Economic Development Advisory Board currently has two vacant seats (Seats 8 and 10).

The application opportunity was advertised via multiple media over several weeks. Two applications were received, both of which met the eligibility requirements. The interview panel reviewed the materials and interviewed the applicants on April 28, 2023.

The interview panel recommends appointment of both applicants (Marcel Brache and Robbie Walters). Application forms are attached to this staff report for the Council's information.

RECOMMENDATION:

The interview panel recommends that the Council appoint:

- Marcel Brache to Seat #8 (term expires 12/31/2023)
- Robbie Walters to Seat #10 (term expires 12/31/2023)

SUGGESTED MOTION LANGUAGE:

"I move to appoint Marcel Brache and Robbie Walters to the Economic Development Advisory Board as recommended in the staff report"

LIST OF ATTACHMENTS/EXHIBITS:

- Application forms

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Economic Development Advisory Board Application](#) > [Webform results](#) > Submission #5

Submission information

Form: [Economic Development Advisory Board Application](#) [1]

Submitted by Visitor (not verified)

Thu, 03/23/2023 - 5:55pm

First Name

Marcel

Last Name

Brache

Email

[REDACTED]

Phone Number

[REDACTED]

Address

37532 Coho St

City

Sandy

State

Oregon

Zip Code

97055

Mailing Address (if different)

Please explain your interest in serving on the Economic Development Advisory Board

I'm interested in helping the community of Sandy where I have lived and worked for almost 30 years. As a local business owner and landlord, I have a vested interest in seeing this community grow in a healthy and sustainable way.

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

I have been in a leadership position for 20 years. That has given me the experience to work with other leaders through difficult situations and to develop strategy. I have been a land lord for commercial office space since 2001 in downtown Sandy, which has given me experience with local and small businesses.

Upload Current Resume

[marcel_linkedin_resume.pdf](#) [2]

By checking this box, I agree to the following:

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for

members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

Source URL: <https://www.ci.sandy.or.us/node/21533/submission/19695>

Links

[1] http://www.ci.sandy.or.us/bc/webform/economic_development_advisory_board_application [2]
https://www.ci.sandy.or.us/system/files/webform/marcel_linkedin_resume.pdf

Published on *Sandy, OR* (<https://www.ci.sandy.or.us>)

[Home](#) > [Economic Development Advisory Board Application](#) > [Webform results](#) > Submission #6

Submission information

Form: [Economic Development Advisory Board Application](#) [1]
Submitted by Visitor (not verified)
Fri, 03/31/2023 - 9:46am

First Name

Robbie

Last Name

Walters

Email

[REDACTED]

Phone Number

[REDACTED]

Address

38100 Sandy Heights St

City

Sandy

State

Oregon

Zip Code

97055

Mailing Address (if different)

38100 Sandy Heights St

J120

Sandy, Or

97055

Please explain your interest in serving on the Economic Development Advisory Board

I reside in Sandy and run a business in town (Mtbcoachrobbie.com). Becoming further invested in our community through volunteer and advisory opportunities would be valuable to both myself and our town

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

My background is in education & business, specifically entrepreneurship I have created multiple successful businesses and know what it takes to grow from an idea to a product and service. As a local to Sandy I am in touch with many residents of our town and the greater area I have strong public speaking skills, and am a great networker. I am fearless when it comes to taking on new challenges and turning ideas into action

Upload Current Resume

[current_2023_resume.docx](#) [2]

By checking this box, I agree to the following:

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

Source URL: <https://www.ci.sandy.or.us/node/21533/submission/19723>

Links

[1] http://www.ci.sandy.or.us/bc/webform/economic_development_advisory_board_application [2]
https://www.ci.sandy.or.us/system/files/webform/current_2023_resume.docx



Staff Report

Meeting Date: May 15, 2023
From Tyler Deems, Deputy City Manager
SUBJECT: Update Bank Signatories

BACKGROUND / CONTEXT:

As the Council is aware, City Manager Jordan Wheeler has accepted a position with another municipality, and will be leaving Sandy in the very near future. City Manager Wheeler is currently a signer on our various bank accounts and needs to be removed. Our financial institutions require a resolution to make the necessary changes.

To ensure that, in the event of an emergency, there are adequate individuals available to sign checks for both accounts payable and payroll purposes, it is prudent to add an additional individual to the account for the short term. It is my recommendation that Director of Policy and Community Relations Jeff Aprati should be added as a signer on our accounts.

RECOMMENDATION:

Authorize staff to approve Resolution 2023-13, a resolution updating the signatories on City bank accounts.

BUDGETARY IMPACT:

None.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2023-13, a resolution updating the signatories on City bank accounts."

LIST OF ATTACHMENTS/EXHIBITS:

- Resolution 2023-13



NO. 2023-13

A RESOLUTION UPDATING THE SIGNATORIES ON CITY BANK ACCOUNTS

Whereas, the City of Sandy wishes to conduct day to day financial transactions as efficiently as possible; and

Whereas, US Bank and Clackamas County Bank both require that the officers authorized to act on behalf of the City be authorized by the City Council via resolution; and

Whereas, in order to aid the City in conducting business, it is imperative that all signatories be up-to-date;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy as follows:

Section 1: The following name shall be removed from the City of Sandy's bank accounts as signatory:

- Jordan Wheeler, City Manager

Section 2: The following name shall be added to the City of Sandy's bank accounts as signatory:

- Jeff Aprati, Director of Policy and Community Relations

Section 3: Staff is authorized to prepare and execute the necessary documents to make the signatory changes shown above.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

Stan Pulliam, Mayor

ATTEST:

#2023-13

Jeff Aprati, City Recorder

#2023-13



Staff Report

Meeting Date: May 15, 2023

From: Jenny Coker, Public Works Director

SUBJECT: Resolution 2023-14: Authorizing CWSRF Loan Agreement

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into Clean Water State Revolving Loan (CWSRF) Loan Agreement R80493.

BACKGROUND / CONTEXT:

Resolution 2023-14 authorizes staff enter into Loan Agreement No. R80493 of the Clean Water State Revolving Loan (CWSRF) Fund through the Oregon Department of Environmental Quality (ODEQ).

This is a new CWSRF loan that provides financing for Sandy Clean Waters' Phase 1B wastewater treatment plant improvement projects. This initial loan covers the planning and design estimated at \$7.3 Million. Once design is completed, the loan will be amended and increased to a total maximum of \$46 Million (including the \$7.3M) to cover construction and administration costs of the projects.

This loan is a key part of the financing package for the Sandy Clean Waters program, the repayment of which is accounted for in our rate models.

Table 1 below summarizes the Sandy Clean Waters Program Financing Package, including this loan (CWSRF Loan 3).

Funding Source	Amount (\$)	Status
Full Faith and Credit	\$1.6 Million	Being used
CWSRF Loan 2	\$20.7 Million	Currently in use, will finish in 2023
ARPA Grant	\$14.7 Million	Approved, being used
EPA Community Grant	\$1 Million	Finalizing Requirements
CWSRF Loan 3 WIFIA (EPA)	\$46 Million (reserved) \$49.9 Million	Initial \$7.3M for design brought to Council for approval May 15, 2023 Application in Progress
Total Financing Package	\$133.9 Million	*Reserved, not required to be spent

KEY CONSIDERATIONS / ANALYSIS:

The CWSRF loan has a low-interest rate of 1.96% per annum plus an annual fee of 0.5% interest, making this funding source preferable over regular market-rate loans.

It is important to note that CWSRF Loan 3 and the WIFIA loan make funds available, but the City is not obligated to spend all of the funds if the projects can be completed for lower costs.

In Article 1, Section L - the principle forgiveness is currently listed at \$500,000. The new Bipartisan Infrastructure Law rules which authorize the increased principle forgiveness amount of up to \$2 Million are still pending. Should the loan agreement be signed before the rules are finalized, the loan agreement will be amended to include the larger total principle forgiveness of \$2 Million.

As stated above, this loan is reserving \$46 Million total for the project, however this initial draw is for \$7,300,000 for initial design and permitting to assist with managing cash flow. Once Sandy has completed design, this agreement will be amended to add and authorize the balance of funds, less the principle forgiveness for up to \$46 Million.

Sandy Clean Waters Program uses two different loan programs: WIFIA and CWSRF. Both loan programs work together, and require a parity agreement which discusses the prioritization of loan repayment. The draft Parity Agreement is included for reference, and will be executed at the time of WIFIA loan execution.

The proposed resolution will increase reserved CWSRF loan funding for the Sandy Clean Waters Program by \$46,000,000. \$3,000,000 of the \$46,000,000 are state funds and the remaining are federal funds. The state funded portion is a requirement of matching federal funding in other loans in the program financing package.

RECOMMENDATION:

Authorize the City Manager to enter into CWSRF Loan Agreement R80493 in the initial amount of \$7.3 Million.

BUDGETARY IMPACT:

The entire reserved \$46 million loan has been included in current rate projection models for the sewer fund.

SUGGESTED MOTION LANGUAGE:

"I move to approve Resolution 2023-14"

LIST OF ATTACHMENTS/EXHIBITS:

- Resolution 2023-14
 - Loan Agreement and Promissory Note

- Opinion of Counsel
- Parity Agreement



NO. 2023-14

A RESOLUTION AUTHORIZING A LOAN FROM THE CLEAN WATER STATE REVOLVING FUND TO FINANCE SANDY CLEAN WATERS PHASE 1B WASTEWATER TREATMENT PLANT IMPROVEMENTS

Whereas, the City of Sandy owns and operates a wastewater collection and treatment system as defined in Oregon Administrative Rule 354-040-0010; and

Whereas, the City of Sandy has requested loan agreement R80493 with the Oregon Department of Environmental Quality (DEQ) to obtain financial assistance for Sandy Clean Waters Phase 1B; and

Whereas, DEQ has approved the City of Sandy's application for additional financial assistance from the Clean Water State Revolving Fund; and

Whereas, the City of Sandy desires to enter loan agreement R80493 with DEQ to finance Condition Assessment Improvements to the Existing Wastewater Treatment Plant and Rainfall Derived Inflow and Infiltration Reduction Improvements to the Wastewater Collection System (Project); and

Whereas, the City Attorney has reviewed the Loan Agreement and furnished the attached Opinion of Counsel regarding the City's fitness to enter into the Agreement, attached herein as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy as follows:

Section 1: The City Manager is hereby authorized to sign the Loan Agreement and Promissory Note from the Oregon Department of Environmental Quality, attached herein as Exhibit A, in the amount of \$46,000,000.

Section 2: The City Manager is hereby authorized to acknowledge the Parity Agreement, attached herein as Exhibit C.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

#2023-14

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-14

EXHIBIT A

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT**

No. R80493

BETWEEN

**THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

AND

CITY OF SANDY

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THIS LOAN AGREEMENT (“Agreement”) is made and entered into as of the date (“**Effective Date**”) it is fully executed by both parties (and in the case of the State, approved by the Attorney General’s Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”)**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R80493.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

- (A) **BORROWER:** City of Sandy
- (B) **BORROWER'S ADDRESS:** 39250 Pioneer Blvd.
Sandy, Oregon 97055
- (C) **LOAN AMOUNT:** \$7,300,000
- (D) **TYPE AND PURPOSE OF LOAN.** The Loan is a "Revenue Secured Loan" made by DEQ pursuant to OAR Section 340-054-0065(2) for the purpose of financing the Project.
- (E) **PROJECT TITLE:** Wastewater Treatment Plant Upgrades
- (F) **DESCRIPTION OF THE PROJECT:** For this design loan the City will upgrade and improve the existing wastewater treatment plant (WWTP) to preserve and increase the capacity and functionality of the existing WWTP enabling it to come into and remain compliant with existing permit limits. Improvements could include, but are not limited to, the following upgrades: Headworks Upgrades to the Headworks Facility; Aerated Sludge Storage and Stabilization; Solids Dewatering; Solids Drying; upgrades to the UV system, the Aerator, WAS; an additional effluent pump; and expanding the recycled water use program. Loan proceeds will support administrative staff and contract management costs directly related to implementation of the Project.
- (G) **INTEREST RATE:** One and 96/100 (1.96%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) twenty (20) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment within six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual payments of principal and interest in accordance with APPENDIX A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby grants DEQ a security interest in and irrevocably pledges its Net Revenues to secure payment of and to pay the amounts due under this Loan Agreement. The Net Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of Net Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the Net Revenues superior to or on a parity with the pledge herein granted without the written permission of DEQ. The lien of this pledge is on a parity with the liens securing all other CWSRF loans between DEQ and the Borrower; provided, however, that this provision shall not affect the priority that prior CWSRF loans are entitled to in relation to any loans between Borrower and any third parties

(K) ANNUAL FEE: An annual fee of 0.5% of the Outstanding Loan Amount (as determined prior to the posting of the payment due on that date) is due during the Repayment Period commencing with the second payment date hereunder and annually thereafter.

(L) LOAN FORGIVENESS: If the Borrower completes the Project and provided there is no default of any of the terms hereof, DEQ shall forgive fifty percent (50%) of the Loan or \$500,000, whichever is less (the portion of the Loan that is forgiven being referred to as the "Forgivable Loan"), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 286A, 287A, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative

discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as APPENDIX B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current APPENDIX B with an updated APPENDIX B which is dated and signed by both parties. Furthermore, DEQ's obligation to make any disbursement hereunder shall terminate on October 31, 2023.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project, including, without limitation, invoices, verified contractor's pay requests, receipts, and other evidence that DEQ may require in its sole discretion (collectively, "Cost Documentation"). DEQ will disburse funds to pay Project costs only after the Borrower has provided Cost Documentation satisfactory to DEQ that such Project costs have been incurred (whether or not already paid by Borrower) and qualify for reimbursement under this Agreement and CWSRF Program Rules.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Preliminary Repayment Schedule: Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule. After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment, except as otherwise expressly provided herein, or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 30 days prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the

Loan being refinanced by the additional grant or loan. Any mandatory prepayment under this ARTICLE 2(G)(2) will be applied in accordance with ARTICLE 2(F)(4).

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(4)) and has full power and authority to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is December 31, 2029. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$46,000,000

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) CONTINUING REPRESENTATIONS OF THE BORROWER. The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) REPRESENTATIONS AND WARRANTIES OF DEQ. DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) CONDITIONS TO CLOSING. DEQ's obligations hereunder are subject to the condition that on or prior to August 1, 2023, the Borrower will duly execute and deliver to

DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

- (1) this Agreement duly executed and delivered by an authorized officer of the Borrower;
- (2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;
- (3) Certification Regarding Lobbying, substantially in the form of APPENDIX G, duly executed and delivered by an authorized officer of the Borrower;
- (4) an opinion of the legal counsel to the Borrower to the effect that:
 - (a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;
 - (b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;
 - (c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and
 - (d) The Gross Revenues from which the Net Revenues are derived and that are used as security for the Loan will not constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution; and
- (5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

(B) CONDITIONS TO DISBURSEMENTS. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

- (1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;
- (2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and
- (3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) **GENERAL COVENANTS OF THE BORROWER.** Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at APPENDIX D, the equal employment opportunity provisions in APPENDIX F, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) DEBT SERVICE COVERAGE REQUIREMENT; WASTEWATER RATE COVENANT; REPORTING.

(1) Debt Service Coverage Requirement. The Borrower shall maintain wastewater rates and charge fees in connection with the operation of the Facility that are adequate to generate Net Revenues in each fiscal year sufficient to pay (i) all debt service (excluding debt service on the Loan), (ii) all other financial obligations imposed in connection with prior lien obligations of the Borrower, and (iii) an amount equal to the debt service coverage factor of 105% multiplied by the debt service payments due under this Loan Agreement in that fiscal year.

(2) Wastewater Rate Adjustments. The Borrower shall review its wastewater rates and fees at least annually. If, in any fiscal year, the Borrower fails to collect fees sufficient to meet the debt service coverage requirement described in ARTICLE 5(B)(1), the Borrower shall promptly adjust its wastewater rates and fees to assure future compliance with such coverage requirement. The Borrower's adjustment of the wastewater rates and fees does not constitute a cure of any default by the Borrower of the debt service coverage requirement set forth in ARTICLE 5(B)(1). The Borrower's failure to adjust rates shall not, at the discretion of DEQ, constitute a default if the Borrower transfers to the fund that holds the Net Revenues unencumbered resources in an amount equal to the revenue deficiency from the Facility that produces the Net Revenues.

(3) Reporting Requirement. By December 31 of each year the Borrower shall provide DEQ with a report that demonstrates the Borrower's compliance with the requirements of this ARTICLE 5(B). If the audit report described in ARTICLE 5(F) identifies the Net Revenues and contains a calculation demonstrating the Borrower's satisfaction of the requirements of this ARTICLE 5(B), that audit will satisfy the requirements of this ARTICLE 5(B)(3).

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. The Loan reserve requirement equals one-half of the average annual debt service based on the final Payment Schedule. Until the Final Loan Amount is calculated, the Loan reserve requirement is \$149,993. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants DEQ a security interest in and irrevocably pledges amounts in the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from the first Net Revenues available after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) INSURANCE. At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self-insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) INDEMNIFICATION. *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the

Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Accounting for Costs of the Project. Borrower shall provide to DEQ, as soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding.

(4) Single Audit Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance ("CFDA") No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). Borrower is a sub-recipient.

(a) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Borrower, if subject to this requirement, shall at its own expense submit to DEQ a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to DEQ the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Borrower responsible for the financial management of funds received under this Agreement.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Borrower did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.

(c) The Borrower shall save, protect and hold harmless DEQ from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Borrower acknowledges and agrees that any audit costs incurred by the Borrower as a result of allegations of fraud, waste or abuse are ineligible

for reimbursement under this or any other agreement between the Borrower and the State of Oregon.

(G) DBE GOOD FAITH EFFORT. Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises (“MBE”), Women's Business Enterprises (“WBE”), and Small Businesses in Rural Areas (“SBRA”) on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), and shall cause each contract awarded by its prime contractor(s) to include, language to the following effect (the exact language may vary):

- (1) A prime contractor must pay its subcontractor(s) no more than 30 days from the prime contractor’s receipt of payment from the Borrower.
- (2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (3) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Six Good Faith Efforts as described in 40 C.F.R. 33.301 if soliciting a replacement subcontractor.
- (4) A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(H) CONTRACT LANGUAGE. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX F. Further, the Borrower agrees to fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any contract at any tier the requirement that a contractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000.

(I) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO CONSTRUCTION PROJECTS ONLY

(A) THE BORROWER’S REPRESENTATION AND WARRANTY REGARDING COSTS ALREADY INCURRED.

(1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower do not exceed -zero-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) CONDITION TO DISBURSEMENTS. DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ, as required by OAR Chapter 340, Division 054.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ, in accordance with OAR Chapter 340, Division 054.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) GENERAL PROVISIONS. The Borrower covenants with DEQ that:

(1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the Manual as in effect from time to time. DEQ will provide the Borrower with a copy of the Manual upon request.

(2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project, as required by OAR Chapter 340, Division 054, prior to any disbursement of Loan proceeds hereunder.

(3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower must submit prior to its execution any change order that exceeds \$100,000 or will alter Project performance. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.

(4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct

these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.

(5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.

(6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval before the Project is ninety percent (90%) complete.

(7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the Initiation of Operation (as that term is defined in OAR 340-054-0010(26)), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.

(8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) PROVISION APPLICABLE TO CONTRACTS AND SUBCONTRACTS AWARDED FOR THE PROJECT

(1) Davis-Bacon Requirements. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. The

Borrower agrees that it will insert into any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for construction, the Davis-Bacon language set forth in Part 1 of APPENDIX E and Part 2 of APPENDIX E as applicable.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars (\$100,000).

(E) **AMERICAN IRON AND STEEL**

The Borrower shall:

(1) Comply with all federal requirements applicable to the Loan (including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76 (“CAA”), and related CWSRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from the EPA pertaining to the Project or (ii) DEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(2) Comply with all record keeping and reporting requirements under the Clean Water Act, 33 U.S.C. 1251 et seq. (1972) (“Clean Water Act”), including any reports required by a Federal agency or DEQ such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity thereof and/or other remedial actions.

(3) Include in all contracts for the Project the language set forth in APPENDIX H. All contracts and subcontracts of Borrower for the Project must have a provision requiring compliance with the American Iron and Steel Requirement. APPENDIX H is an example provided by the EPA of what could be included in all contracts in projects that use CWSRF funds. Neither the EPA nor DEQ makes any claims regarding the legality of this clause with respect to state or local law.

(4) Requirement. All of the iron and steel products used in the Project must be produced in the United States if the Project is for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the federal Water Pollution Control Act, 33 U.S.C. §1381 et seq.

(5) Definition. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(6) Applicability. As to loan agreements fully executed on or after October 1, 2014, the requirement set forth in ARTICLE 6(E)(1) above does not apply if the

engineering plans and specifications for the Project were approved by DEQ prior to June 10, 2014.

(7) **Waiver.** The requirement set forth in ARTICLE 6(E)(1) above does not apply if: (a) application would be inconsistent with the public interest; (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. Borrower may apply for a waiver of the requirement set forth in ARTICLE 6(E)(1) above by sending a waiver request directly to EPA with a copy to DEQ or by sending its waiver request to DEQ who will then forward it on to EPA.

ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) **DISCLAIMER OF ANY WARRANTY.** DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) **DISCLAIMER OF LIABILITY OF DEQ.** DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) **NONLIABILITY OF STATE.**

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 8: DEFAULT AND REMEDIES

(A) **EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an event of default (“Event of Default”), whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) A “land use decision” (as that term is defined by ORS 197.015), a LUCS (as that term is defined under Oregon Administrative Rules Chapter 340, Division 18) or any other permit or approval of any kind that is necessary for the Borrower to either complete the Project or operate the Project is denied, revoked, rescinded or otherwise terminated at any time during the Repayment Period identified in Article 1(H) (in each case, a “Permit Revocation”); or

(7) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) **REMEDIES.** If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

(2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

(3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the Net Revenues and collect the Gross Revenues;

(4) Set and collect utility rates and charges;

(5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;

(6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF; and

(7) Pursue any other legal or equitable remedy it may have.

ARTICLE 9: DEFINITIONS

(A) **"BORROWER"** means the public agency or agencies (as defined in ORS 468.423(4)) shown as the "Borrower" in Article 1(A) of this Agreement.

(B) **"COMPLETION DATE"** means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) **“COSTS OF THE PROJECT”** means expenditures approved by DEQ that are necessary to complete the Project in compliance with DEQ’s requirements and may include but are not limited to the following items:

- (1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;
- (2) Engineering fees for the design and construction of the Project.
- (3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;
- (4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and
- (5) Any other costs approved in writing by DEQ.

(D) **“CWSRF PROGRAM” or “CWSRF”** means the Clean Water State Revolving Fund and the Clean Water State Revolving Fund Loan Program, a fund and loan program administered by DEQ under ORS 468.423 to 468.440.

(E) **“DEQ”** means the Oregon Department of Environmental Quality.

(F) **“DIRECTOR”** means the Director of DEQ or the Director's authorized representative.

(G) **“FACILITY”** means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) **“FINAL LOAN AMOUNT”** means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) **“GROSS REVENUES”** means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.

(J) **“HAZARDOUS MATERIALS”** means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(K) **“LOAN”** means the loan made pursuant to this Loan Agreement.

(L) **“LOAN AGREEMENT”** or **“AGREEMENT”** means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(M) **“LOAN AMOUNT”** means the maximum amount DEQ agrees to loan the Borrower hereunder.

(N) **“LOAN RESERVE ACCOUNT”** means the account described in ARTICLE 5(c)(2).

(O) **“LOBBYING”** means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(P) **“MANUAL”** means the CWSRF Manual for Construction Projects.

(Q) **“NET REVENUES”** means the Gross Revenues less the Operating Expenses for the Facility.

(R) **“OPERATING EXPENSES”** means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(S) **“OUTSTANDING LOAN AMOUNT”** means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(T) **“PROJECT”** means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(U) **“REPAYMENT PERIOD”** means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than thirty (30) years after the Completion Date.

(V) **“STATE”** means the State of Oregon.

ARTICLE 10: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall

be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah St., #600
Portland, Oregon 97235
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) WAIVERS AND RESERVATION OF RIGHTS.

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) TIME IS OF THE ESSENCE. The Borrower agrees that time is of the essence under this Loan Agreement.

(D) RELATIONSHIP OF PARTIES. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) NO THIRD PARTY BENEFICIARIES. DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) **COUNTERPARTS.** This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) **ENTIRE AGREEMENT; AMENDMENTS.** This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

CITY OF SANDY

By: _____ Date _____
Authorized Officer

Typed Name: _____
Title: _____

**STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: _____ Date _____
Michael J. Kucinski, Deputy Administrator
Water Quality Division

APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
**CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM
 REPAYMENT SCHEDULE**

BORROWER:	City of Sandy	INTEREST RATE:	1.96%
SRF LOAN NO.:	R80493	TERM IN YEARS:	20
LOAN AMOUNT:	\$ 7,300,000	PAYMENT AMOUNT:	\$ 210,639
		ANNUAL FEE:	0.50%

Due Date	Pmt#	----- PAYMENT -----				Principal Balance
		Principal	Interest	Fees	Total	
		PF Applied				6,800,000
2/1/2030	1	0	784,647	0	784,647	6,800,000
8/1/2030	2	143,999	66,640	34,000	244,639	6,656,001
2/1/2031	3	145,410	65,229	0	210,639	6,510,591
8/1/2031	4	146,835	63,804	32,553	243,192	6,363,756
2/1/2032	5	148,274	62,365	0	210,639	6,215,482
8/1/2032	6	149,727	60,912	31,077	241,716	6,065,755
2/1/2033	7	151,195	59,444	0	210,639	5,914,560
8/1/2033	8	152,676	57,963	29,573	240,212	5,761,884
2/1/2034	9	154,173	56,466	0	210,639	5,607,711
8/1/2034	10	155,683	54,956	28,039	238,678	5,452,028
2/1/2035	11	157,209	53,430	0	210,639	5,294,819
8/1/2035	12	158,750	51,889	26,474	237,113	5,136,069
2/1/2036	13	160,306	50,333	0	210,639	4,975,763
8/1/2036	14	161,877	48,762	24,879	235,518	4,813,886
2/1/2037	15	163,463	47,176	0	210,639	4,650,423
8/1/2037	16	165,065	45,574	23,252	233,891	4,485,358
2/1/2038	17	166,682	43,957	0	210,639	4,318,676
8/1/2038	18	168,316	42,323	21,593	232,232	4,150,360
2/1/2039	19	169,965	40,674	0	210,639	3,980,395
8/1/2039	20	171,631	39,008	19,902	230,541	3,808,764
2/1/2040	21	173,313	37,326	0	210,639	3,635,451
8/1/2040	22	175,012	35,627	18,177	228,816	3,460,439
2/1/2041	23	176,727	33,912	0	210,639	3,283,712
8/1/2041	24	178,459	32,180	16,419	227,058	3,105,253
2/1/2042	25	180,208	30,431	0	210,639	2,925,045
8/1/2042	26	181,974	28,665	14,625	225,264	2,743,071
2/1/2043	27	183,757	26,882	0	210,639	2,559,314
8/1/2043	28	185,558	25,081	12,797	223,436	2,373,756
2/1/2044	29	187,376	23,263	0	210,639	2,186,380
8/1/2044	30	189,212	21,427	10,932	221,571	1,997,168
2/1/2045	31	191,067	19,572	0	210,639	1,806,101
8/1/2045	32	192,939	17,700	9,031	219,670	1,613,162
2/1/2046	33	194,830	15,809	0	210,639	1,418,332
8/1/2046	34	196,739	13,900	7,092	217,731	1,221,593
2/1/2047	35	198,667	11,972	0	210,639	1,022,926
8/1/2047	36	200,614	10,025	5,115	215,754	822,312
2/1/2048	37	202,580	8,059	0	210,639	619,732
8/1/2048	38	204,566	6,073	3,099	213,738	415,166
2/1/2049	39	206,570	4,069	0	210,639	208,596
8/1/2049	40	208,596	2,044	1,043	211,683	0
TOTALS		6,800,000	2,199,569	369,672	9,369,241	
REQUIRED LOAN RESERVE:		\$	149,993			

APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Borrower:		City of Sandy					
Loan #:		R80493				12/31/2030	
Int. Rate:		1.96%				2/1/2030	
1st Pmt:		2/1/2030					
						Total:	784,647
						Calendar	
Disb.	Paid/	Gross Disb.	Principal Forg.	Net Amount	Disb.	2016	Interest
Number	Estimate	Amount	Applied	Repay	Date	Days	Amount
1	Estimate	912,500	500,000	412,500	8/1/2023	2,376	52,486.23
2	Estimate	912,500	0	912,500	9/1/2023	2,345	114,591.05
3	Estimate	912,500	0	912,500	11/1/2023	2,284	111,610.22
4	Estimate	912,500	0	912,500	2/1/2024	2,192	107,114.54
5	Estimate	912,500	0	912,500	4/1/2024	2,132	104,182.57
6	Estimate	912,500	0	912,500	6/1/2024	2,071	101,201.73
7	Estimate	912,500	0	912,500	8/1/2024	2,010	98,220.90
8	Estimate	912,500	0	912,500	10/1/2024	1,949	95,240.07
TOTAL:		7,300,000	500,000	6,800,000			784,647.31

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) To include qualified small, minority and women's businesses on solicitation lists;
- 2) To assure that small, minority and women's businesses are solicited whenever they are potential sources;
- 3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) To use the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: www.epa.gov/osdbu

Oregon Certification Office for Business Inclusion and Diversity

775 Summer Street N.E., Room 200

Salem, OR 97301-1280

Phone: 503 – 986 – 0123

Web Site: [www. http://www.oregon4biz.com/How-We-Can-Help/COBID/](http://www.oregon4biz.com/How-We-Can-Help/COBID/)

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS (“CROSS-CUTTERS”)

ENVIRONMENTAL LEGISLATION:

Archaeological and Historic Preservation Act of 1974, PL 93-291.
Clean Air Act, 42 U.S.C. 7506(c).
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
Coastal Zone Management Act of 1972, PL 92-583, as amended.
Endangered Species Act 16 U.S.C. 1531, et seq.
Executive Order 11593, Protection and Enhancement of the Cultural Environment.
Executive Order 11988, Floodplain Management.
Executive Order 11990, Protection of Wetlands.
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.
Fish and Wildlife Coordination Act, PL 85-624, as amended.
National Historic Preservation Act of 1966, PL 89-665, as amended.
Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
Wild and Scenic Rivers Act, PL 90-542, as amended.
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.
Migratory Bird Conservation Act, 16 U.S.C. 715, et seq.
Magnuson-Stevens Act – Essential Fish Habitat, 16 U.S.C. 1851, et seq.

ECONOMIC LEGISLATION:

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including
Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution
Control Act with Respect to Federal Contracts, Grants or Loans.

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution
Control Act.
Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including
Executive Orders 11914 and 11250).
Executive Order 12898, Environmental Justice in Minority Populations
Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R.
14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-
1.1 to 60-999.1.

MISCELLANEOUS AUTHORITY:

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required

by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2
Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve

them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/local/>.

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APPENDIX F
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**APPENDIX G: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Recipient _____

APPENDIX H: AMERICAN IRON AND STEEL (“AIS”) REQUIREMENT

The Contractor acknowledges to and for the benefit of the City of Sandy (“Purchaser”) and the State of Oregon, acting by and through the Department of Environmental Quality Clean Water State Revolving Fund (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX I

Information required by 2 CFR § 200.332(a)(1)

Federal Award Identification:

- (i) Subrecipient name (which must match the name associated with its unique entity identifier): _____
- (ii) Subrecipient's unique entity identifier: _____
- (iii) Federal Award Identification Number (FAIN): _____
- (iv) Federal award date: _____
- (v) Sub-award period of performance, start and end date: from _____ to _____
- (vi) Sub-award budget period start and end date: from _____ to _____
- (vii) Total Amount of Federal funds obligated by this Agreement: \$ _____
- (viii) Total Amount of Federal funds obligated by this initial Agreement and any amendments: \$ _____
- (ix) Total amount of Federal award committed to the Subrecipient by the pass-through entity: \$ _____
- (x) Federal award project description: _____
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: _____
 - (b) Name of pass-through entity: Oregon Department of Environmental Quality
 - (c) Contact information for awarding official of the pass-through entity: _____
- (xii) Assistance listings number and title: _____
Amount: _____
- (xiii) Is award R&D? _____
- (xiv) Indirect cost rate for the Federal award per 2 CFR § 200.414: ____%

DRAFT

EXHIBIT B



[], 2023

Rebecca Kramer
Project Officer, Clean Water SRF [NWR]
Oregon DEQ
700 NE Multnomah Street, Suite 600
Portland, OR 97232
Rebecca.kramer@deq.oregon.gov

Re: Loan No. R80493 to the City of Sandy

Dear Ms. Kramer,

Our firm serves as general counsel for the City of Sandy, a municipality in the state of Oregon, in connection with the implementation of Loan No. R80493 in the state of Oregon. I am delivering this opinion to you pursuant to the requirements of Loan No. R80493 section 4(A)(4). It is my legal opinion that:

- a. The City of Sandy has the power and authority to execute and deliver and perform its obligations under this Loan No. R80493;
- b. This Loan No. R80493 has been duly executed and acknowledged where necessary by the City of Sandy's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan No. R80493 is valid, binding, and enforceable against the City of Sandy in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;
- c. To my knowledge, this Loan No. R80493 does not violate any other agreement, statute, court order, or law to which the City of Sandy is a party or by which it or any of its property or assets is bound; and
- d. The Gross Revenues (as defined in Loan No. R80493) from which the Net Revenues (as defined in Loan No. R80493) are derived and that are used as security for the loan will not constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution.

Sincerely,

Unsigned Draft
Ashleigh K. Dougill
City Attorney

EXHIBIT C

PARITY AGREEMENT

THIS PARITY AGREEMENT (“Agreement”) dated _____, 2023, is by and between the State of Oregon, by and through its DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”) and the U.S. ENVIRONMENTAL PROTECTION AGENCY (“EPA”) (DEQ and EPA, collectively, “Lenders”).

Background

A. The City of Sandy (“Borrower”) owns and operates certain wastewater treatment, collection and disposal facilities (collectively, the “Facility”) for which it plans to make certain capital improvements (collectively, the “Facility Improvements”).

B. Lenders have agreed to finance the Facility Improvements pursuant to loans evidenced by DEQ Loan Agreement No. 80492 and Loan Agreement No. R80493 (as may be amended, the “DEQ Loans”) and WIFIA Loan Agreement No. **TBD** (as may be amended, the “EPA Loan”) (the DEQ Loans and the EPA Loan, collectively, the “Lenders’ Loans”).

C. To secure the repayment of Borrower’s obligations to Lenders under the Lenders’ Loans, Borrower has pledged to each of the Lenders a security interest in the net revenues generated by the Facility (the “Affected Collateral”), among other security.

D. In order to receive financing through the Lenders’ Loans, Borrower has requested that Lenders accept parity in their respective security interests in the Affected Collateral.

THEREFORE, DEQ and EPA agree as follows:

1. (a) The security interest of Lenders in the Affected Collateral is and shall be on parity in every respect to the security interest that each of DEQ and EPA acquire in the Affected Collateral as security for Lenders’ Loans, but only to the extent of the amount of (i) the DEQ Loan R80492, not to exceed the principal amount of Twenty Million Seven Hundred Thousand Dollars (\$20,700,000), and all accrued interest; (ii) the DEQ Loan R80493, not to exceed the principal amount of Forty Six Million Dollars (\$46,000,000), and all accrued interest; and (iii) the EPA Loan, not to exceed the combined principal amount of Forty-Nine Million Nine Hundred Twenty-Five Thousand Three Hundred Seventy-Four Dollars (\$49,925,374), and all accrued interest.

(b) It is expressly understood that this Agreement is limited to the Lenders’ security interests in the Affected Collateral only, and only to the extent of Lenders’ security interests in the Affected Collateral that Lenders acquire as security for Lenders’ Loans up to the maximum amounts specified in the paragraph above. This Agreement is not intended in any way to affect any part of Lenders’ security interests in any other of Borrower’s property.

2. Nothing contained in this Agreement is intended to affect or limit in any way any other security interest that each of the parties to this Agreement has in the assets of Borrower, whether tangible or intangible, and the parties specifically reserve all of their rights and security interests against Borrower and any third party.

3. The parity agreed to in Section 1(a) applies irrespective of the time or order of attachment or perfection of the security interests or other interests referred to in this Agreement, the time or order of filing

of financing statements, the acquisition of purchase money or other security interests, or the time of giving or failure to give notice of the acquisition or expected acquisition of purchase money or other security interests.

4. The parity agreed to in Section 1(a) is expressly conditioned upon both (i) the nonavoidability and perfection of Lenders' security interests and (ii) the nonexistence of any intervening security interests or liens between Lenders' security interests. If either (1) any of Lenders' security interests are not perfected or are avoidable for any reason, or (2) an intervening security interest or lien between Lenders' security interests exists, then the parity of the Lenders' security interests in the Affected Collateral shall not be effective and the relative rights and priorities of the Lenders in the Affected Collateral shall be governed by applicable law.

5. Lenders acknowledge and agree that in the event the Borrower shall not have sufficient funds available to pay the regularly scheduled installment due under the terms of all of the Lenders' Loans, the Borrower will pay such funds as are available to the Lenders, pro rata, based on the amounts of the respective regularly scheduled installments; provided, however, that nothing in this section prevents a Lender from exercising its rights and remedies under its Loan documents subject to the notice requirements of Section 6 below.

6. Each Lender agrees to give the other written notice within thirty (30) days of the occurrence of a default under the terms of its loan documents. Such notice shall specify the nature of the default and state what action, if any, the Lender intends to take. Each Lender agrees to promptly send the other a copy of any notice or demand that it sends to the Borrower.

7. Each Lender agrees to give the other written notice of any foreclosure proceedings on the Affected Collateral at least thirty (30) business days before such proceedings are initiated.

8. Each Lender agrees that it will not transfer or assign any part of its rights in its respective Loans without first notifying the other in writing at least thirty (30) business days before executing the transfer or assignment.

9. Unless otherwise terminated pursuant to its terms before then, this Agreement shall continue until at least one of the Lender's Loans to Borrower are paid in full.

10. All understandings and agreements in this Agreement are solely for the benefit of Lenders, and there are no other parties (including Borrower) who are intended to be benefitted in any way by this Agreement.

11. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement shall be given in writing by personal delivery, or mailing the same, postage prepaid, to the Lenders at:

Oregon Department of Environmental Quality
Clean Water State Revolving Fund Program
700 N.E. Multnomah Street, Suite 600
Portland, OR 97232

U.S. Environmental Protection Agency
WIFIA Program
Office of Water, Office of Wastewater Management
1200 Pennsylvania Avenue, NW (Mailcode 4201T)

Washington, DC 20460

or to such other address or number as any party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given three (3) calendar days after mailing. Any notice delivered by personal delivery shall be deemed to be given upon delivery.

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

13. This Agreement shall be governed by the laws of the State in which the Facility is located and by federal law, as applicable.

14. This Agreement may only be modified, amended, or terminated by mutual written consent of the parties.

15. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

THE STATE OF OREGON, BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
Name & Title (print) _____
Date: _____

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: _____
Name & Title (print) _____
Date: _____

ACKNOWLEDGED BY BORROWER:

By: _____
Name & Title (print): _____
Date: _____

PARITY AGREEMENT
Page 3 of 3



Staff Report

Meeting Date: May 15, 2023

From Tyler Deems, Deputy City Manager
Authorizing Staff to Open a New Bank Account with Clackamas

SUBJECT: County Bank

PURPOSE / OBJECTIVE:

Open a new bank account to set aside loan reserve funds to comply with various loan agreements

BACKGROUND / CONTEXT:

The City of Sandy has entered into various loan agreements in the last two years with Oregon's Department of Environmental Quality (DEQ) Clean Water Services State Revolving Fund (CWSRF) for wastewater system improvement purposes. These loans have specific language stating that the borrower (the City) must set aside a certain amount of money in a loan reserve account. This amount is equal to one half the amount of the average annual debt service. To comply with this section of the loan agreements, staff is seeking Council's authorization to open a new account with Clackamas County Bank. This account's sole purpose will be to hold the required funds as required by the loan agreements. Failure to comply with this requirement could be considered a breach of loan agreement, as well as presents an issue during the City's annual audit.

RECOMMENDATION:

Authorize staff to open a new bank account at Clackamas County Bank to set aside funds for loan reserves to comply with various loan agreements.

BUDGETARY IMPACT:

None.

SUGGESTED MOTION LANGUAGE:

"I make a motion to approve Resolution 2023-15"

LIST OF ATTACHMENTS/EXHIBITS:

- Resolution 2023-15



NO. 2023-15

A RESOLUTION AUTHORIZING STAFF TO OPEN A NEW BANK ACCOUNT

Whereas, the City of Sandy has entered into loan agreements with Oregon Department of Environmental Quality (DEQ) through the Clean Water State Revolving Fund related to wastewater system improvements; and

Whereas, the loan agreements require that one half of the average annual debt service be held in a separate account for the benefit of DEQ; and

Whereas, the City of Sandy desires to be in compliance with our loan agreements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy as follows:

Section 1: Staff is authorized to prepare and execute the necessary documents to open a new bank account with Clackamas County Bank.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-15



Staff Report

Meeting Date: May 15, 2023

From Jordan Wheeler, City Manager
IGA with Clackamas County for the Lending of Personnel during

SUBJECT: Emergencies

DECISION TO BE MADE:

To give authorization to the City Manager to sign an Intergovernmental Agreement that would allow the lending of personnel within Clackamas County when employees are unable to get to their normal working locations due to emergencies.

PURPOSE / OBJECTIVE:

To improve our emergency response and recovery through the lending of non-emergency personnel.

BACKGROUND / CONTEXT:

Staff have been engaged in conversations with cities in Clackamas County about sharing stranded personnel during an emergency. A vulnerability that affects our ability to respond to an emergency will be the availability of employees, their location, and capabilities to respond. In the event of a significant disaster, transportation routes may be damaged or disruptive leaving employees stranded and unable to report to their normal work location. However, these stranded workers may be able to assist with the emergency response and operations of another public agency within Clackamas County. Since many of the skills and duties of public personnel are transferable and emergency operations plans follow the same structures and procedures, stranded workers can easily be assigned to another agency's emergency response needs.

For example, this agreement would formally facilitate the arrangement that during a disaster, other city staff that reside in Sandy would be able to assist with our emergency response and recovery when they are unable to reach their normal working place due to circumstances outside of their control. And, Sandy staff that reside in another community would be able to assist with that Agency's response and recovery effort in the same situation.

KEY CONSIDERATIONS / ANALYSIS:

This agreement is similar to what many public safety departments have already in place to provide mutual aid. Using those arrangements as a basis, this IGA was developed over several months between staff of several cities in Clackamas County. Several city attorneys, Clackamas County Counsel, and City/County Insurance Services have reviewed the agreement. Most agencies in Clackamas County have already agreed to

participate in the IGA including Estacada, Happy Valley, Tualatin, Wilsonville, Molalla, Oak Grove Sanitation District, Lake Oswego, Milwaukie, and Clackamas County. All cities and special districts within Clackamas County are eligible to sign the IGA and participation is voluntary.

The agreement formalizes the terms and relationship between the lending agency and borrowing agency, indemnification clauses, payment between agencies, and terms for termination. Having an agreement in place allows the agencies to know the expectations and rules, and would prevent confusion for the employees during or after an emergency.

Clackamas County Disaster Management is the administrator of the IGA and each city or agency that signs the IGA must identify a representative for administrating the agreement.

RECOMMENDATION:

Staff recommends the Council adopts Resolution 2023-16, authorizing the City Manager to sign an intergovernmental agreement for the lending of personnel within Clackamas County when personnel are unable to get to their normal reporting location.

BUDGETARY IMPACT:

There is no budgetary impact for adopting the IGA since the City would recover any costs associated with the lending of personnel. City's that lend personnel to a borrowing agency can invoice the borrower for the total cost of providing the employees as well as any overhead costs. Participants have the ability to choose whether to allow their personnel to participate during the emergency situations.

LIST OF ATTACHMENTS/EXHIBITS:

- Resolution 2023-16
 - Intergovernmental Agreement



NO. 2023-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

Whereas, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

Whereas, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave employees from public agencies stranded and unable to report to their normal work locations; and

Whereas, public agencies in Clackamas County have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

Whereas, the City of Sandy recognizes employees may be stranded by hazard impacts but still may be available to assist with emergency management activities in another agency Emergency Operation Center; and

Whereas, the intergovernmental agreement identified in Exhibit A allows for and provides a process for public agencies in Clackamas County to share employees during an emergency; and

Whereas, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy

Section 1. The City Manager is authorized to sign the Intergovernmental Agreement identified in Exhibit A.

Section 2. This resolution is effectively immediately upon passage by the City Council.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

#2023-16

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-16

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as “Parties”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties’ Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
 - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
 - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
 - i. Participate in any meetings convened to address administration and implementation of this Agreement.
 - ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
 - iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.

- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to, FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, and similar employment-related or human resource issues and

concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.
- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.

- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. LIABILITY FOR PARTICIPATION. In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each

Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IGA FOR THE SHARING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION
SIGNATURE PAGE**

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

Signature of Officer Date Officer’s Title

Signature of Counsel Date Counsel’s Title

Name and title of primary Contact Representative: _____
Address: _____
Phone: _____ Email: _____

Name and title of alternate Contact Representative: _____
Phone: _____ Email: _____

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
Clackamas County Disaster Management
Attn: Jamie Poole
1710 Red Soils Court, Suite 225, Oregon City, OR 97045
E-mail: jpoole@clackamas.us
Telephone: 503-655-8838
2. Retain a second original signed **IGA Signature Page** for your records.



Staff Report

Meeting Date: May 15, 2023
From Tyler Deems, Deputy City Manager
SUBJECT: Stormwater Interfund Loan

DECISION TO BE MADE:

Whether to approve a \$400,000 interfund loan from the Wastewater Fund to the Stormwater Fund with a ten year term at a rate of 1.72%.

BACKGROUND / CONTEXT:

On [April 4, 2022](#) a repair to the stormwater pipeline on Tupper Road was urgently needed. Subsequently, on [June 21, 2022](#) an emergency repair was needed for stormwater purposes on Strawbridge Parkway. These repairs for stormwater infrastructure, as well as other minor capital investments, totalled over \$400,000. Council authorized an amendment to the existing agreement with Oxbow Construction, who was working on wastewater system improvements in the general area and who was available to perform the emergency work in a timely manner.

KEY CONSIDERATIONS / ANALYSIS:

In the ensuing months, staff has evaluated the financial situation of the Stormwater Fund, as well as other funds that may have available cash on hand, and has determined that an interfund loan from the Wastewater Fund to the Stormwater Fund is the appropriate next step. This loan is for capital purposes, and as such, ORS allows the term of the loan to be 10 years. The repayment of this loan has already been factored into the upcoming biennium 2023-2025 budget. The first payment would not be due until June 2024, and would not impact the existing budget in any meaningful way in the short term.

A supplemental budget would be required prior to June 30, 2023 to account for the loan proceeds. This would balance the Stormwater Fund in the short term, and rate increases have already been proposed in the BN 2023-2025 budget to account for future debt service, as well as to assist in correcting the financial issues the fund is currently facing.

Staff is recommending a \$400,000 interfund loan from the Wastewater Fund to the Stormwater Fund with a ten year term at a rate of 1.72%. This interest rate is equal to the rate on existing Wastewater loans, and would provide a slight financial benefit to the Stormwater Fund based on current interest rates, while also ensuring the Wastewater Fund is not negatively impacted by this loan.

RECOMMENDATION:

Approve Resolution 2023-17, a resolution authorizing an interfund loan from the Wastewater Fund to the Stormwater Fund.

BUDGETARY IMPACT:

None - the debt service is already factored into the upcoming budget.

SUGGESTED MOTION LANGUAGE:

I move to approve Resolution 2023-17.

LIST OF ATTACHMENTS/EXHIBITS:

- Resolution 2023-17



NO. 2023-17

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE WASTEWATER FUND TO THE STORMWATER FUND

Whereas, the City's stormwater utility has incurred significant capital reinvestment expenses; and

Whereas, the Stormwater Fund is in need of additional funds to cover the recent capital investment to the system; and

Whereas, the Wastewater Fund has adequate cash reserves available; and

Whereas, Local Budget Law allows for interfund loans when such loans are approved by the governing body and, if the loan is for capital purposes, the loans are repaid within ten years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy:

Section 1. An interfund loan in the amount of \$400,000 is approved from the Wastewater Fund to the Stormwater Fund with an annual interest rate of 1.72%, to repaid within ten years of initiation of said loan.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-17



Staff Report

Meeting Date: May 15, 2023

From Kelly O'Neill Jr., Rochelle Anderholm-Parsch,
Modification of Parks System Development Charge (SDC) and Fee-

SUBJECT: in-Lieu (FIL) Rate Implementation

DECISION TO BE MADE:

- Whether to adopt Resolution 2023-11: Modifying the Implementation Schedule for Parks System Development Charge Rates
- Whether to adopt Resolution 2023-12: Adopting a Modification to Fees-In-Lieu of Parkland Dedication

BACKGROUND / CONTEXT:

This is a follow-up to the Council meetings on March 20 and April 3, 2023. Please use the following hyperlinks to refer to the staff reports on [March 20](#) and [April 3](#) for additional background information.

On April 3, 2023 staff presented Resolution 2023-12 in response to direction from the City Council to provide an accommodation for land use applications already 'in the pipeline' prior to the increased fee-in-lieu rate adopted through Resolution 2022-22. In its latest form, Resolution 2023-12 would reduce the per acre rate from \$869,242.00 to \$434,621.00 effective on the date of its adoption, and would restore the \$869,242.00 rate on October 3, 2023 (the expiration date of the current development moratorium). For the purposes of this staff report, this is referred to as the **Reduced Fee-In-Lieu Rate Period**.

This reduction would reduce the cost to construct a single-family home in Sandy by \$8,866.27 during the Reduced Fee-In-Lieu Rate Period, while still producing \$3,949.87 more in revenue per single-family home than Sandy received prior to the adoption of Resolution 2022-22.

On April 3, 2023, City Council asked staff to complete additional analysis to define the potential financial impact to the City if Resolution 2023-12 were adopted.

In addition on April 3, 2023, the City Council agreed to adopt Resolution 2023-11 (SDC implementation schedule change), but no motion occurred.

KEY CONSIDERATIONS / ANALYSIS:

In response to the City Council's request for more information, staff prepared Attachment 1: Fee In-Lieu Table. This table details all existing residential development

(single-family, duplex, multi-family, etc.) that has vested land use approval, or in the case of the Cascade Creek Apartments and State Street Homes, has a pending land use application that was submitted prior to October 3, 2022.

Some of the questions asked by the City Council on April 3, 2023, included:

- How many dwelling units would be affected by adoption of Resolution 2023-12?
- How many dwelling units already have locked in fee in-lieu rates?
- What would be the financial impact to the City of adopting Resolution 2023-12?

How many dwelling units would be affected by adoption of Resolution 2023-12?

Resolution 2023-12 effectively creates a Reduced Fee-In-Lieu Rate Period between May 16, 2023 and October 3, 2023. Properties with vested rights that are able to move forward with development despite the current moratorium would pay \$434,621.00 per acre if they develop during the Reduced Fee-In-Lieu Rate Period.

As shown in Attachment 1, Cascade Creek Apartments, State Street Homes, and Jewelberry Ridge Duplexes are currently moving forward and are under City review. These three properties total 122 units.

As Attachment 1 details, there is additional potential for conversions of lots from single-family to duplexes. Jewelberry Meadows, Mairin's Viewpoint, Sandy Woods II, The Bornstedt Views, 44 lots in Cedar Creek Heights, Salmon Creek Estates, 2 lots in Snowberry Subdivision, and 4 lots in Jewelberry Ridge already have vested approval for single-family homes in City Hall. Those eight subdivisions account for 157 additional potential conversions to duplexes; however, it would be virtually impossible for all 157 lots to convert to duplexes during the limited length of the Reduced Fee-In-Lieu Rate Period.

How many dwelling units already have locked in fee in-lieu rates?

The platting of a subdivision requires that at least half of the fee in-lieu is paid prior to recording of the plat in accordance with [Section 17.86.40\(D\)](#) of the Sandy Municipal Code, while development without a plat (e.g. most multifamily developments) requires the entirety of the fee in-lieu is paid at time of building permit issuance. As detailed in column seven of Attachment 1, some subdivisions, such as Cedar Creek Heights (45 duplexes planned) and Ten Eyck Rim (9 duplexes planned), already have a duplex rate locked in per the final order/decision and the adoption of Resolution 2023-12 would not affect these lots. Some subdivisions, such as Trimble PD were already approved with duplexes, predating House Bill 2001. It is also worth noting that some developments such as Bull Run Terrace and Idleman Park, dedicated parkland and will not pay any additional fee-in-lieu, so these lots are not impacted by the adoption of Resolution 2023-12 either.

What would be the financial impact to the City of adopting Resolution 2023-12?

As detailed in column four of Attachment 1, if the City Council adopts Resolution 2023-12 it would reduce fee-in-lieu collection by \$727,034, assuming all 122 dwelling units

with current pending land use applications move forward with development during the Reduced Fee-In-Lieu Rate Period.

This dollar amount does not account for the 157 vacant lots that are either platted or have vested land use approval that could potentially move forward with duplex conversion. During its discussions on April 3rd, the City Council discussed the possibility of crafting a resolution that would require duplex conversions pursued subsequent to the adoption of Resolution 2022-22 to pay the full 869,242.00 per acre rate; however, the City Attorney's Office has advised staff that such a policy creates risk of legal challenges related to House Bill 2001.

Reimbursement

If the Council adopts Resolution 2023-12, staff would act administratively to reimburse 50% of fee-in-lieu payments made between the adoption of Resolution 2022-22 and Resolution 2023-12. As of the drafting of this staff report, reimbursement would be provided for two duplex units totaling \$17,732.48.

SUGGESTED MOTION LANGUAGE:

- "I move to adopt Resolution 2023-11: Modifying the Implementation Schedule for Parks System Development Charge Rates"
- "I move to adopt Resolution 2023-12: Adopting a Modification to Fees-In-Lieu of Parkland Dedication"

LIST OF ATTACHMENTS/EXHIBITS:

- Attachment 1: Fee In-Lieu Table
- Resolution 2023-11
- Resolution 2023-12

ATTACHMENT 1: Fee In-Lieu Table

<i>SFD/Duplex development</i>	<i>units</i>	<i>locked in rates</i>	<i>not locked in rates</i>	<i>per unit cost</i>	<i>dedicated parkland</i>	<i>when is fee paid?</i>
Bull Run Terrace SFD/Duplex	8	\$0.00	n/a	n/a	yes	no fee owed - dedicated land
Cedar Creek Heights	89	\$204,850.00	n/a	\$2,301.69	partial	owed at time of plat or building permit
Cedar Creek Heights (duplexes)	45	\$140,130.00	n/a	\$3,114.00	no	duplex rate locked per final order
Idleman Park	6	\$0.00	n/a	n/a	yes	no fee owed - dedicated land
Jewelberry Meadows	16	\$27,560.00	no duplexes proposed yet	\$1,722.50	no	owed at time of building permit
Jewelberry Ridge	4	\$0.00	n/a	n/a	no	already paid entire fee
Jewelberry Ridge (duplexes)	2	n/a	\$35,465.08	\$17,732.54	no	owed at time of building permit
Mairin's Viewpoint	2	\$0.00	no duplexes proposed yet	n/a	no	already paid entire fee
Pioneer Meadows	10	\$17,175.90	n/a	\$1,717.59	no	owed at time of building permit
Salmon Creek Estates	3	\$0.00	n/a	n/a	yes	no fee owed - dedicated land
Sandy Woods II	43	\$132,550.00	no duplexes proposed yet	\$3,082.56	no	owed at time of plat or building permit
Snowberry Subdivision	5	\$0.00	n/a	n/a	no	already paid entire fee
Ten Eyck Rim	9	\$15,900.00	n/a	\$1,766.67	no	owed at time of plat or building permit
Ten Eyck Rim (duplexes)	9	\$26,514.00	n/a	\$2,946.00	no	duplex rate locked per final order
The Bornstedt Views	43	\$132,550.00	no duplexes proposed yet	\$3,082.56	no	owed at time of plat or building permit
Trimble PD	10	\$30,986.60	n/a	\$3,098.66	no	owed at time of building permit

\$728,216.50 \$35,465.08

<i>Multi-family development</i>	<i>units</i>	<i>locked in rates</i>	<i>not locked in rates</i>	<i>per unit cost</i>	<i>dedicated parkland</i>	<i>when is fee paid?</i>
Bull Run Terrace Apartments	192	\$0.00	n/a	n/a	yes	no fee owed - dedicated land
Cascade Creek Apartments	78	n/a	\$922,091.91	\$11,821.69	no	owed at time of building permits (multiple)
Sandy Plaza Apartments	18	\$36,150.00	n/a	\$2,008.33	no	owed at time of building permit
State Street Homes	42	n/a	\$496,511.03	\$11,821.69	no	owed at time of building permit
The Pad Townhomes	10	\$21,690.00	n/a	\$2,169.00	no	owed at time of building permit
Tickle Creek Village	67	\$139,780.00	n/a	\$2,086.27	no	owed at time of building permits (multiple)

\$197,620.00 \$1,418,602.94

	<i>locked in rates</i>	<i>not locked in rates</i>
amount	\$925,836.50	\$1,454,068.02
# of units	589	122

If Halved
\$727,034.01

UPDATED April 26, 2023



NO. 2023-11

A RESOLUTION MODIFYING THE IMPLEMENTATION SCHEDULE FOR PARKS SYSTEM DEVELOPMENT CHARGE RATES

Whereas, Section 15.28.050 of the Sandy Municipal Code requires that methodologies used to establish systems development charges be approved by a Resolution adopted by the Council; and

Whereas, the City Council engaged FCS Group, Inc. to review the 2022 City of Sandy Parks and Trails Master Plan and develop a methodology to calculate and collect system development charges to fund the improvements it describes; and

Whereas, said methodology was adopted by the Council by Resolution 2022-21; and

Whereas, the Sandy City Council desires to implement the adopted methodology to revise Parks system development charges; and

Whereas, the Sandy City Council desires to maintain the rate of \$8,897.09 that went into effect January 1, 2023, pursuant to Resolution 2022-23; and

Whereas, the Sandy City Council desires not to increase parks system development charge rates on July 1, 2023, as originally listed in the implementation plan referenced in Resolution 2023-23; and

Whereas, the parks system development charge implementation plan will be revisited and evaluated annually, providing Council an opportunity to deviate from the implementation plan if it chooses; and

Whereas, the Council wishes to revisit the parks system development charge implementation plan in conjunction with the evaluation of all City System Development Charges.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy

Section 1. Parks system development charge rates will not increase on July 1, 2023, as originally listed in the implementation plan referenced in Resolution 2023-23, attached herein as Exhibit A.

#2023-11

Section 2. Parks system development charge rates will be evaluated at a later date that coincides with an annual evaluation of all City system development charges.

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-11

EXHIBIT A

OPTION D

Revised Implementation Option Via Resolution 2023-11

11-Year Phase-In
Start at \$8,897.09 increase to \$25,000
Proportionately for Multi-Family (MF) and Mobile Multi-Family
Effective Date: Jan. 1, 2023

Fiscal Year	Implementation Date	Single-Family	Multi-Family	Mobile Home
2022	Existing	\$3,717.00	\$2,495.00	\$2,495.00
2023	1/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
2024	7/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
2024	7/1/2023	\$10,507.38	\$7,790.57	\$8,463.24
Winter 2023/2024	Revisits SDC Implementation			
2025	7/1/2024	\$12,117.67	\$8,984.50	\$9,760.26
2026	7/1/2025	\$13,727.96	\$10,178.43	\$11,057.28
2027	7/1/2026	\$15,338.25	\$11,372.37	\$12,354.30
2028	7/1/2027	\$16,948.55	\$12,566.30	\$13,651.32
2029	7/1/2028	\$18,558.84	\$13,760.23	\$14,948.34
2030	7/1/2029	\$20,169.13	\$14,954.16	\$16,245.36
2031	7/1/2030	\$21,779.42	\$16,148.09	\$17,542.38
2032	7/1/2031	\$23,389.71	\$17,342.02	\$18,839.40
2033	7/1/2032	\$25,000.00	\$18,535.95	\$20,136.41

OPTION D

Adopted Implementation Option Via Resolution 2022-23

**11-Year Phase-In
Start at \$8,897.09 increase to \$25,000
Proportionately for Multi-Family (MF) and Mobile Multi-Family
Effective Date: Jan. 1, 2023**

Fiscal Year	Implementation Date	Single-Family	Multi-Family	Mobile Home
2022	Existing	\$3,717.00	\$2,495.00	\$2,495.00
2023	1/1/2023	\$8,897.09	\$6,596.64	\$7,166.22
2024	7/1/2023	\$10,507.38	\$7,790.57	\$8,463.24
2025	7/1/2024	\$12,117.67	\$8,984.50	\$9,760.26
2026	7/1/2025	\$13,727.96	\$10,178.43	\$11,057.28
2027	7/1/2026	\$15,338.25	\$11,372.37	\$12,354.30
2028	7/1/2027	\$16,948.55	\$12,566.30	\$13,651.32
2029	7/1/2028	\$18,558.84	\$13,760.23	\$14,948.34
2030	7/1/2029	\$20,169.13	\$14,954.16	\$16,245.36
2031	7/1/2030	\$21,779.42	\$16,148.09	\$17,542.38
2032	7/1/2031	\$23,389.71	\$17,342.02	\$18,839.40
2033	7/1/2032	\$25,000.00	\$18,535.95	\$20,136.41



NO. 2023-12

A RESOLUTION ADOPTING A MODIFICATION TO FEES-IN-LIEU OF PARKLAND DEDICATION

Whereas, Section 17.86.40 of the Sandy Municipal Code provides that a payment in lieu of parkland dedication is separate from Parks Systems Development Charges (SDCs); and

Whereas, Section 17.86.40 also provides that the amount of the fees-in-lieu of land dedication (in dollars per acre) shall be set by City Council Resolution based on relevant economic indices and the typical market value of developed property (finished lots) in Sandy net of related development costs; and

Whereas, the City Council engaged FCS Group, Inc. to review the 2022 assessor data to determine a more recent cost per acre based on the cost of undeveloped, platted land; and

Whereas, the City previously used \$241,000 as its estimate for the cost of an acre of land in its fees-in-lieu calculation, while the FCS Group methodology revealed the actual current average price per acre to be \$869,242 as adopted on September 6, 2022 with Resolution 2022-22; and

Whereas, the methodology developed by FCS Group provides the detailed calculations of updated fees-in-lieu of parkland dedication; and

Whereas, said methodology was adopted by the Council by Resolution 2022-21; and

Whereas, the Sandy City Council desires to reduce the per acre rate from \$869,242.00 to \$434,621.00 effective May 16, 2023; and

Whereas, the Sandy City Council desires to restore the per acre rate from \$434,621.00 to \$869,242.00 effective October 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy

Section 1. Effective on May 16, 2023, Section 6(D) of the Master Fee Schedule is amended as shown in Exhibit A.

Section 2. Effective on October 3, 2023, Section 6(D) of the Master Fee Schedule is amended as shown in Exhibit B.

#2023-12

This resolution is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of May 2023

Stan Pulliam, Mayor

ATTEST:

Jeff Aprati, City Recorder

#2023-12

Exhibit A

Excerpt from City of Sandy Master Fee Schedule

Version January 1, 2023*

6. SYSTEM DEVELOPMENT CHARGES

D. Payment in Lieu of Park Land Dedication

- a) Payment in Lieu of Park Land Dedication, Not Deferred: \$434,621.00 per acre
- b) Payment in Lieu of Park Land Dedication, Deferred: \$434,621.00 per acre, + 10% administration fee on the amount of the remaining portion owed

*Amendments effective May 16, 2023, per Resolution 2023-12

Exhibit B

Excerpt from City of Sandy Master Fee Schedule

Version May 16, 2023*

6. SYSTEM DEVELOPMENT CHARGES

D. Payment in Lieu of Park Land Dedication

- a) Payment in Lieu of Park Land Dedication, Not Deferred: \$869,242.00 per acre
- b) Payment in Lieu of Park Land Dedication, Deferred: \$869,242.00 per acre, + 10% administration fee on the amount of the remaining portion owed

*Amendments effective October 3, 2023, per Resolution 2023-12



Staff Report

Meeting Date: May 15, 2023
From Angie Welty, Human Resources Director
SUBJECT: City Manager Recruitment Contract Approval

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into a contract with Jensen Strategies, LLC for recruitment services to fill the city manager vacancy.

BACKGROUND / CONTEXT:

At the Council's request, staff solicited proposals from firms interested in managing the upcoming city manager recruitment process. Staff focused on well-regarded recruitment firms known to have recently conducted successful city manager recruitments in Oregon. Four proposals were received.

On May 4th, the City Manager Recruitment Subcommittee consisting of Mayor Pulliam, Councilor Smallwood, Councilor Hokanson, HR Director Angie Welty and Director of Policy and Community Relations, Jeff Aprati met to review the proposals and forward a recommendation to the Council. The Subcommittee analyzed the proposals according to the following criteria: services provided, service approach and quality, cost, recruitment timeline, firm reputation, and other pros and cons.

RECOMMENDATION:

The Subcommittee recommends contracting with Jensen Strategies, LLC for the following reasons:

- The firm is local and specializes in understanding the needs of Oregon municipalities.
- The City will be able to work directly with the firm principal, whose extensive experience and relationships in the Oregon city management community will help facilitate a successful recruitment process.
- The firm devotes special focus to robust stakeholder engagement and position profile development, as well as a comprehensive and engaging finalist interview process. The 18-week timeline, while longer, allows for a thorough approach to the recruitment.
- The firm has a strong recruitment presence and reputation within the Oregon market, hiring 13 City Managers in the last 3 years.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute a contract with Jensen Strategies, LLC for city manager recruitment services, as provided in the agenda packet."

LIST OF ATTACHMENTS/EXHIBITS:

- Recommended Firm:
 - Jensen Strategies, LLC Proposal
 - Draft Contract
- Other Proposals:
 - GMP Consultants Proposal
 - Strategic Government Resources Proposal
 - Prothman Proposal

EXHIBIT A



City Manager Recruitment Proposal

Prepared for:

City of Sandy

April 2023

By:



April 27, 2023

Angie Welty
Human Resources Director
City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055

Dear Ms. Welty,

Thank you for the opportunity to submit a proposal to conduct a recruitment for the City of Sandy.

There are several factors that set Jensen Strategies apart from other recruitment firms:

1. We are the only private firm based wholly in Oregon that specializes in Oregon executive recruitments for city and county local governments.
2. Key members of our recruitment team are former public administrators and bring a first hand understanding to the positions we are recruiting.
3. We know Oregon recruitment, public meetings, and public records law to help our clients avoid unnecessary hiring process liabilities.
4. Our firm works regularly with Oregon jurisdictions on other types of projects such as facilitation, collaborative decision-making, strategic planning, organizational development, mediation, and policy analysis. Through this work, we stay current on issues facing Oregon local governments and understand their challenges.
5. Our firm works with cities across the state so we are well connected to identify and vet potential candidates that may be the best fit for our recruitment clients.
6. We treat our candidates with dignity and respect throughout our recruitment processes.
7. Jensen Strategies is a Oregon-certified Emerging Small Business (ESB) # 9880.

We appreciate the opportunity to submit our proposal to assist the City of Sandy with this recruitment. It will be our pleasure to partner with the City on this important search.

We certify our firm is able to perform all work as outlined in this scope of work. The terms of our proposal are valid for 90 days. Please do not hesitate to contact me with any questions or requests for additional information.

Sincerely,



Erik Jensen
Principal
Jensen Strategies, LLC
1750 S. Harbor Way, Suite 350
Portland, OR 97201
(503) 477-8312
erik@jensenstrategies.com

Project Scope

Overview: Our objective is to help you select the best candidate to serve as the City of Sandy's next City Manager. Our recruitments are structured to attract a wide range of qualified applicants, who we vet using our administrative experience and our knowledge of your city's needs to present you with the best possible candidates for the position. We commit to working in close partnership with the City of Sandy (City), following a process designed to make the best use of your time and resources.

The following scope of work is designed to follow these parameters. The final scope will be revised, if needed, to meet the specific needs of the City.

Phase 1: Start-up / Candidate Profile Development

- 1.1 Start-up meeting:** We will begin the recruitment by meeting via Zoom with the current City Manager and/or other designated City representatives to refine the project scope. The proposed process and timeline will be amended as necessary, respecting any scheduling considerations or special requests. This initial phase will also include collaboration to define the geographic and professional breadth of the recruitment, and identify the key stakeholders who will help inform the candidate profile development.

Deliverables: Zoom meeting with designated City staff, final project scope and timeline, geographic and professional refinement, and determination of key stakeholders.

- 1.2 Stakeholder Interviews:** Our team will conduct Zoom interviews with the Mayor, City Council, City executive management, and City Recorder to gather background information on major issues facing the City and initial perspectives on what the City is looking for in its next City Manager. In our experience, the individual interviews provide highly valuable qualitative information that can help us find the best candidates for your City's needs.

Deliverables: Up to 20 stakeholder interviews.

- 1.3 Background Research:** We will familiarize ourselves with any key documents (plans, financial information, etc.) as well as the culture and values of both the organization and the community.

Deliverables: Jensen Strategies' understanding of Sandy.

- 1.4 Stakeholder Meetings and Surveys:** To gather information on the desired attributes for Sandy's next City Manager, we will facilitate one external stakeholder Zoom or in person meeting open to the public. We will also conduct two online surveys, one for the community and one for City staff input. Our team will seek an open and dynamic exchange of ideas to capture the full range of attributes Sandy would like to see in its next City Manager. We also have the ability to provide Spanish written and verbal translation services for these surveys and meetings. City staff will be responsible for promoting the community input meeting and staff survey.

Deliverables: One Zoom or in person public meeting and two online surveys for community and City staff input.

- 1.5 Initial Candidate Profile Draft:** Drawing upon the input gathered from our interviews, stakeholder meeting(s) and surveys, we will develop a draft candidate profile containing the knowledge, skills, abilities, education, and work experience desired for the position, as well as more intangible traits such as management approach and personality. Also, based on our research and information gathered, we will also prepare policy priorities and hiring procedures consistent with the requirements of ORS 192.660.

Deliverables: Candidate profile initial draft.

- 1.6 Draft Finalization:** We will discuss our draft candidate profile with the current City Manager and management staff, as desired, to validate and finalize the draft in advance of meeting with the City Council. These discussions will take place over conference calls and/or Zoom meetings.

Deliverables: Conference calls and/or Zoom meetings as necessary to finalize the candidate profile draft. Final draft of candidate profile.

- 1.7 Review and Adoption of Candidate Profile and Hiring Process:** We will attend a City Council work session by Zoom to present the draft profile including a discussion of any changes/alterations. Following the work session, we will make any changes desired by the Council, and will submit the final profile and hiring process for formal Council approval.

Deliverables: Participation in one City Council work session. Preparation of official candidate profile and hiring process for Council adoption.

Phase 2: Position Advertisement

- 2.1 Recruitment Brochure Development:** Upon City Council formal adoption of the hiring process and candidate profile, consistent with the requirements of ORS 192.660, our team will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the environment with quality of life details, economic highlights such as important industries and major employers, and a listing of public agencies with overlapping jurisdiction. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

Deliverables: Development of one recruitment brochure in PDF format.

- 2.2 Position Advertisement:** We will execute a comprehensive position advertisement process designed to attract a variety of qualified and well-suited candidates. Our approach will be multi-faceted, and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, with venues that reach out to diverse candidate populations, and in other forums as appropriate. We will also directly contact qualified managers within our extensive professional network to inform them of the opening.

Deliverables: Multi-faceted advertisement approach. Proactive contact of qualified planning professionals.

Phase 3: Candidate Screening

We will carefully vet all submitted applications, conduct in-depth interview processes, and provide the City with all the information necessary to make the best choice for finalists and the successful candidate. We will also maintain written contact with candidates to keep them updated on the recruitment process.

- 3.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies supplementary application form. Our team of former public administrators will review applications against the adopted City Manager profile, remove all non-responsive applications, and determine which candidates best fit the City's needs.

Deliverables: Initial application screening.

3.2 Semi-Finalist Zoom Interviews: We will conduct preliminary Zoom interviews with the candidates who best fit the candidate profile, as well as all veterans who meet the position's minimum qualifications (as required by Oregon law). In preparation for the interviews, we will conduct an internet search regarding each candidate, to identify any high profile work-related media.

Deliverables: Preliminary Zoom interviews and internet research for up to 10 candidates.

3.3 Recommendation of Finalists: We will attend an executive session of the City Council in-person to present the results of our initial review process and recommendations of up to four finalists. For transparency purposes, we will provide briefing notebooks with information on all the candidates we interviewed. During the session we will answer Council questions and assist in facilitating a discussion to help them reach consensus on up to four finalists. Subsequently, the Council will announce the finalists in a regular business meeting after we notify the selected finalists and receive permission for public disclosure of their candidacy.

Deliverables: Recommendation of up to four finalist candidates with supporting information on all candidates interviewed by Zoom. Attendance, presentation, and facilitation at a City Council executive session. Council consensus on up to four finalists.

3.4 Background Checks on Finalists: We will work with our partner, Legal Locator Service (www.legallocatorservice.com), to perform comprehensive background checks on all finalists. Background checks will include at a minimum:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

Deliverables: Identification of any concerning issues found during background checks of up to four candidates.

3.5 Reference Checks on Finalists: We will take the necessary time to vet the candidates with the references they provide, as well as other knowledgeable contacts we may be aware of, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the City.

Deliverables: Reference check summaries for up to four finalists.

3.6 Finalist Receptions: Prior to the final interviews, two receptions (In-person or Zoom depending on the status of the pandemic and City policy) will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, and the second reception will be open to members of the public. At both receptions, attendees will be provided an opportunity to provide feedback concerning their impressions of the finalists, to inform the Council's final selection process. As noted before, we have the resources to provide Spanish translation for the meetings and feedback surveys. The City will be responsible for promoting both receptions.

Deliverables: Coordination, development, and implementation of two in-person or virtual finalist receptions. Feedback survey for participants.

3.7 Finalist Interviews: Finalists will be interviewed in-person by four panels consisting of (1) the City Council, (2) department heads, (3) local government administrators from other jurisdictions, and (4) a panel of key community members. Panelists will receive an informational packet containing interview guidelines, questions, and comprehensive information on each finalist. After panel interviews have been completed, we will summarize the findings and recommendations to be shared during Council deliberations and selection.

Deliverables: Coordinating, orienting, and providing briefing materials for the finalist panels. Moderate panel interviews. Written summaries of the feedback and observations from panel interviews and receptions if relevant.

3.8 Council Deliberations and Selection: The Council will convene in executive session. At the session, we will provide summary material on all input received during the finalist interview process, references, and background checks. We will facilitate the Council's discussion in identifying their selected candidate.

Deliverables: Attendance, presentation, and facilitation at City Council executive session to reach consensus on a selected candidate.

Phase 4: Contract Negotiations

- 4.1** As requested by the City, we will assist in the contract negotiations with the selected candidate. We recommend the City Attorney lead the negotiations.

Deliverables: Assistance provided to the City in contract negotiations, not to exceed four hours.

ADJUSTMENTS TO RECRUITMENT PROCESS

Jensen Strategies is dedicated to providing a recruitment process that meets the City's expectations and produces an outcome that generates wide support. We commit to working closely with the City and are more than willing to adjust our process as needed to meet the specific needs of Sandy.

Professional Liability Insurance

Jensen Strategies carries a professional liability insurance policy through The Hanover Insurance Group in the amount of \$2 million.

Guarantee

Jensen Strategies stands by our work. If the candidate selected by the City resigns or is terminated for cause within **one year** of the hire date, we will conduct replacement recruitments for no additional professional fee. In this event, the City would only be responsible for paying the expenses as outlined above associated with the additional recruitment. This guarantee assumes that the selected candidate signs an employment agreement with the City prior to starting work.

Proposed Timeline

The following schedule is only a sample time frame. The consultant will work with the City to develop a schedule that meets its needs.

Date	Actions
Week 1	Start-up meeting with City to finalize scope and timeline
Weeks 2 and 3	Stakeholder interviews Virtual public input meeting Staff online survey
Week 4	Initial candidate profile draft and finalization
Week 5	City Council work session re: draft candidate profile and hiring process
Week 6	Council official adoption of candidate profile/hiring process
Week 7	Recruitment brochure development
Weeks 8 - 11	Position advertisement
Week 12	Initial application screening
Week 13	Preliminary Zoom interviews
Week 14	Recommendation and selection of finalists
Weeks 15 - 17	Background/reference checks on finalists
Week 18	Finalist receptions, interviews, and selection

Project Budget

Professional Fee: Jensen Strategies' fees includes all staff time, meetings and communication with the City, preparation of documents and advertisements, candidate profile development, application screening, communications with candidates, interviews, reference checks, candidate travel coordination, preparation/facilitation/moderation of stakeholder meetings and interview panels, and other tasks related to the recruitment. Travel time will be billed at half of the team member's fee. Our professional fees for the approach offered is:

Professional Fees: \$28,500

Direct Expenses: Expenses are the responsibility of the City. Whenever possible, we will wait for your approval before incurring expenses. Though we tailor each recruitment to our clients' individual needs, expense items typically include:

- Fees for advertising the position online and in publications (typically less than \$2,500)
- Background checks for finalists (typically less than \$1,000 for up to four finalists)
- Document printing and binders (typically less than \$300)
- Graphic art design (typically less than \$1,000)
- Consultant travel expenses (mileage charged at current IRS mileage rate, lodging at no more than \$200/night/person, \$60 daily per diem per person)

Estimated expenses for this recruitment are \$6,000 plus any out of state candidate travel and lodging expenses if relevant.

Jensen Strategies will submit invoices to the City on a monthly basis for services rendered, with payment due in 30 days.

Recruitment Experience

Jensen Strategies has conducted, or is currently conducting, national recruitments for the following clients and positions.

City of Ashland, OR	City Attorney (currently recruiting) Deputy Public Works Director (currently recruiting)
City of Astoria, OR	City Planner (2022)
City of Cannon Beach, OR	City Manager (2017) Community Development Manager (2018) Emergency Manager (2018)
City of Carlton, OR	City Manager (2021)
City of Cornelius, OR	City Manager (2022)
City of Estacada, OR	City Manager (2022)
City of Fairview, OR	City Manager (2022)
City of Hood River, OR	City Manager (2021) Building Official (2018) Finance Director (2023)
City of North Bend, OR	City Administrator (2020)
City of Scappoose, OR	City Manager (2021) Finance Administrator (2022) Police Chief (2022)
City of Seaside, OR	City Manager (2022)
City of Sheridan, OR	City Manager (2021)
City of Sisters, OR	City Manager (2017) City Manager (2023)
City of Stayton, OR	City Manager (2022)
City of Warrenton, OR	City Manager (2022) Public Works Director (2023)
Port of Hood River, OR	Finance Director (2022)
Washington County, OR	Chief Human Resources Officer (2020) Benefits and Leave Manager (2020) Employee and Labor Relations Manager (2021)

Team Profiles

Erik Jensen, Principal

Erik Jensen is the Principal and Founder of Jensen Strategies, LLC. He established the firm in 2012 after serving over 20 years as a public administrator, project manager, and public affairs consultant in Oregon and Washington. Erik has led numerous processes helping Northwest organizations navigate future policy and operational planning as well as recruiting upper-level public managers.



Erik has assisted local governments and public policy organizations to set strategic courses of action for current and future decision-making. As a seasoned facilitator, strategic planner, recruiter, and organizational and public policy development expert, he has led significant initiatives for numerous entities including cities, counties, and professional organizations. These projects have included upper-level recruitments, city council retreats, strategic planning processes, community vision action planning, organizational assessments, committee facilitation, and public policy feasibility studies.

As an experienced facilitator and trained mediator, Erik has helped clients build partnerships and reach consensus among diverse interests. Erik believes the best policy and organizational development initiatives are objective, inclusive, well informed, and lead to tangible outcomes. He emphasizes the importance of balancing community and organizational interests, involving key stakeholders, and ensuring the process is well informed to build sustainable results.

Before forming Jensen Strategies, Erik was the Administration Department Director for the City of Hillsboro overseeing several organization-wide functions including city-wide projects (e.g., visioning, strategic planning, sustainability), legislative relations, community and media relations, and franchise management. Earlier, as a project manager for the same department, he led external and internal policy initiatives such as development and implementation of the international award-winning Hillsboro 2020 Vision. He led the process to develop the City's first operational strategic plan. Prior to the City of Hillsboro, Erik was a public affairs consultant with another firm where he facilitated public engagement processes for large, high-profile projects such as Portland CSO Program, and Oregon Arena Project. He has also held staff positions at the Oregon Legislature and political campaigns.

Erik has a Bachelor of Arts degree in Political Science from Lewis and Clark College and a Master of Public Administration degree from the University of Washington. He is a member of the International City/County Management Association (ICMA) and the Oregon City/County Management Association (OCCMA). Erik currently serves on the Alumni Board of Lewis and Clark College.

Amelia Wallace, Associate

Amelia Wallace, Associate, has been with Jensen Strategies since the Fall of 2020 providing recruitment support, facilitation, policy analysis, and product development for clients. She earned her Master of Public Administration (MPA) from the University of Washington Evans School of Public Policy & Governance in Seattle with a concentration on public financial management, local government service, and policy analysis.



Amelia is from the Tennessee Valley and earned her Bachelor's in Politics with Honors from Oberlin College in Ohio. She started her career with three cycles of campaign organizing for local and statewide elections. While happily retired from campaigns, her experience organizing and training maintains her passion for civic engagement and community development. She also served as an AmeriCorps member building partnerships and running youth biking safety and Safe Routes to School programs.

While in Seattle, Amelia immersed herself in a variety of professional and academic activities. In her work, she served as the graduate intern for the City of Seattle Department of Transportation Curbside Management team providing parking policy research, supporting COVID-19 business relief efforts, and coordinating neighborhood engagement and communication about new Link light rail stations. In her final consulting project for her degree, she worked with the Seattle Office of Civil Rights to develop qualitative analysis data as part of the City's Race and Social Justice Initiative. Outside of class, she led the local University of Washington International City/County Management Association (ICMA) student chapter which offers an assortment of professional development events and networking opportunities including conferences and paid fellowship opportunities to support students' work with small cities across Washington state.

Emily Rehder, Operations Manager

Emily Rehder is the Operations Manager joining the team in the spring of 2021. She manages office operations, directs project support, coordinates marketing efforts, leads graphic design work, and oversees the firm's online presence including the website and social media.

Emily is responsible for candidate management during our recruitment process. Her attention to detail and understanding of timeliness to the customer and candidates is remarkable. She works with our associates in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client.

Emily's experience as a manager stems from running a successful supplemental education center for 11 years. Emily holds a Bachelor's degree in American Studies with an emphasis on Minorities in Education from UC Berkeley.

Originating from Garden Grove, CA, Emily moved to Oregon over a decade ago and enjoys the seasons and the beauty that the Pacific Northwest offers. She enjoys spending time with her family and dog, Lucy, traveling, reading, hiking, swimming, and wine tasting at all the amazing Oregon wineries.



Ellen Conley, Consultant

Ellen Conley is Of Counsel with Jensen Strategies specializing in public manager recruitments, public finance, policy analysis, and executive management recruitment. She began working with the firm in 2014 and assists clients with recruiting public executives and high level financial and policy analysis. She also advises clients on human resource issues and processes.



Ellen is the former Assistant City Manager for the City of Hillsboro where she oversaw multiple departments including Finance, Human Resources, Information Services, Parks & Recreation, and Library. Prior to Hillsboro, she was a Deputy County Administrator for Washington County with administrative responsibilities for the Departments of Land Use & Transportation, and Assessment & Taxation. In addition, she was charged with the development of the County's annual \$500 million budget. She has also held the positions of Assistant Finance Director and Administrative Analyst in other local government jurisdictions. Ellen has a Bachelor of Business Administration from Oregon State University and Master of Public Administration from Lewis and Clark College.

When Ellen isn't working, she enjoys the serenity of the outdoors around her rural Montana home. She spends her leisure time hiking, horseback riding, and rafting with her husband Doug and their two dogs.

Dave Waffle, Consultant

Dave Waffle is a retired City Manager with more than 45 years of municipal management experience.

His most recent positions include Interim Assistant City Manager and Assistant Finance Director for the City of Beaverton, Oregon. Prior to joining Beaverton, Dave served as city manager for six Oregon and Wisconsin cities. In retirement, he serves as a volunteer Senior Advisor to the Oregon City/County Management Association (OCCMA), providing support for local government managers and administrators.



He is known for his collaborative approach to intergovernmental relations, community development activities, community engagement best-practices, government ethics and public finance knowledge. He led many regional committees (e.g., solid waste, libraries & broadband services), several statewide advisory committees (e.g., finance, small cell telecommunications) and local government professional organizations in Wisconsin and Oregon. Locally, Dave was in leadership positions for Oregon's Tualatin River basin with the Tualatin River Watershed Council, Clean Water Advisory Commission and the Tualatin Riverkeepers. While City Manager, he helped the City of Cornelius, Oregon gain the Health and Community Services Award from the International City/County Management Association (ICMA) in 2010 for a community engagement project expanding recreation and health services for families who have disabled children. He now serves Cornelius as the chair of their Planning Commission.

He holds a master's degree in Public Affairs from the University of Oregon and a bachelor's degree from Michigan State University. He is a Life Member of ICMA and OCCMA.

Bill Peterson, Consultant

Bill Peterson has nearly 40 years of public sector municipal management and five years as a financial officer in the construction industry. He provides the Jensen Strategies team support in the fields of public finance, public executive recruitment, project management, policy analysis, and utility management.



Bill began managing cities in 1974, initially as an assistant to a Mayor in Riverton Wyoming, where he was soon named the City Administrator. Bill then went on to Hermiston, OR, Grants Pass, OR, and Wood Village, OR, as City Manager. He also served for five years as the chief administrative and financial officer for a construction company in Grants Pass, OR, between city management jobs. He has specific experiences managing public and private financing, urban renewal, solid waste, and utility districts, as well as a range of policy and administrative skills acquired in managing full service municipal governments.

Bill holds a Bachelor's degree in Political Science from the University of Wyoming and has completed extensive post graduate work in Public Administration.

Bill is an avid woodworker, backpacker, fly fisher, along with a dedication to his wife and partner Lari. Three grown children and their partners, and eight grandchildren. Bill and Lari also love to travel, with an affinity for cruises.

Michael McElwee, Consultant

Michael McElwee contributes to the Jensen Strategies team, with particular emphasis in the areas of strategic planning, capital asset management, area revitalization, real estate development, urban renewal, policy development and management recruitment.

Michael currently serves part-time as Executive Director for the Hood River County Education Foundation, a 501(c)3 that provides funding for college scholarships, teacher grants and efforts to improve student access to extra-curricular activities. Michael retired in 2022 after serving for 16 years as Executive Director for the Port of Hood River where he managed a diverse portfolio that included the Hood River Interstate Toll Bridge, Ken Jernstedt Airfield, high-use recreational facilities and several office and light industrial parks. A particular focus of the Port's economic development efforts during his tenure was the revitalization of the Hood River Waterfront. Michael formerly served for 14 years as Development Manager for the Portland Development Commission, the city's urban renewal agency. In that position, he led numerous planning, capital construction and neighborhood revitalization efforts on Portland's east side. Michael holds a Bachelor of Landscape Architecture degree from the University of Oregon and a Certificate of Special Studies in Administration & Management from Harvard University.



In his spare time, Michael enjoys recreational pursuits throughout the Columbia River Gorge including backpacking, skiing and trail running. He is also active as a backyard beekeeper and serves as a volunteer in several capacities for the Hood River County School District.

Dr. Stacy Thompson, Consultant

Dr. Stacy Thompson, Founder and CEO of Strategic Transitions Consulting, has more than 25 years of experience in higher education. As an educator, she has dedicated her life's work to supporting education as a practice of freedom with a focus on addressing issues of disenfranchisement and exclusion. She supports student success in instruction and services by creating innovative programs and strategically aligning resources.



Stacy started her career in higher education as Early Childhood Development in 1993. She began as a tenured faculty member in Child Development in 1999 at Merritt College in Oakland, CA. After 15 years in the classroom, she became the Dean of Academic Pathways and Student Success at Merritt College and served in that position for over six years. Dr. Thompson also served as the Vice President of Academic Services at Chabot College in Hayward, CA providing overall vision, leadership, planning, and direction for the instructional programs.

As a consultant, Stacy specializes in supporting institutions with setting and reaching programmatic goals by facilitating the evaluation, creation or enhancement of internal delivery systems. She also provides professional growth opportunities to faculty, classified staff and administrators, in groups or individually, who wish to advance their careers.

Stacy holds a Doctorate of Education in Educational Leadership and a Master's Degree in Education and Early Childhood Education from Mills College in Oakland, CA. She also holds a Bachelor's Degree in Political Science from Lewis and Clark College in Portland, OR.

References

Jensen Strategies has the honor of being recommended by:

Nolan Young, Former Fairview City Manager
3447 Royal Crest Drive
The Dalles, OR 97058
541-300-0551
nyoung@gorge.net

Steve Wright, Mayor
City of Seaside
989 Broadway
Seaside, OR 97138
503-984-5324
swright@cityofseaside.us

Rob Drake, former Cornelius City Manager
503-781-3160
drarej@comcast.net

Michael Preedin, Mayor
City of Sisters
520 East Cascade
Sisters, OR 97759
541-719-8848
mpreedin@ci.sisters.or.us

Sample Recruitment Brochures



CITY ADMINISTRATOR
City of Fairview, Oregon



CITY ADMINISTRATOR

Salary range \$135,000 - \$160,000 annually

Plus excellent benefits

THE COMMUNITY

The City of Fairview (population 10,424) is located along the great Columbia River at the gateway to the Historic Columbia River Highway in eastern Multnomah County. Its residents are proud of the community's history and ties to the landscape, enjoying the walkable town center as well as the beautiful waters and woods that surround the City. Fairview is a family-friendly home to residents from diverse backgrounds, cultures, and experiences who appreciate the community's distinct balance of access to the urban amenities of Portland and the natural splendors of the Columbia River Gorge and Mt. Hood. Opportunities for outdoor water recreation abound with community access to lakes, ponds, and creeks, as well as the Columbia River, to which Fairview hosts the largest public access site in the state.

Established in 1908, Fairview was an agricultural center, with farms nurturing fields of fruits, vegetables, and grains as well as raising livestock that grazed the pastureland along the Columbia River. This tradition lives on today in backyard gardens, wild blackberries, and the local operation of the original Townsend Farms facility, one of the largest fresh fruit packing operations in the United States. Fairview's town center, connected to neighborhoods and parks with trails and paths, offers a variety of dining, shopping, and residential living amenities. The community has experienced impressive population growth (17% in the last 10 years) and is poised for continued prosperity.



POPULATION

10,424

BUDGET

\$30.2 Million

FTE POSITIONS

26

CITY DEPARTMENTS

Administration

Elections
Human Resources
Recreation
City Recorder

Finance

Utility Billing
Information Technology
Payroll and Benefits
Risk Management

Public Works

Planning
Transportation
Streets and Sidewalks
Engineering
Operations
Parks
Water, Sewer and
Stormwater Services

Urban Renewal Agency

COMMUNITY

Beautiful Natural
Environment
Outdoor Recreation
Historic Character
Community Pride
Family Friendly

JENSEN STRATEGIES





THE COMMUNITY (CONT.)

Economic opportunities in Fairview include attractive industrial and commercial properties as well as other business support such as user friendly permitting, a property tax abatement program as well as system development charges assistance for eligible businesses, and Fairview Urban Renewal Agency assistance programs. The City also benefits from other major private sector employers such as Communications Test Design Inc., NACCO Materials Handling Group, Knight Transportation, Target and others.

Fairview provides a connected and caring place for families and friends to revel in the setting they call home. Fairview Village, a renowned planning project and past recipient of the Governor's Livability Award, offers compact mixed-use space with diverse residential accommodations, as well as commercial and civic amenities within easy walking or biking distance. The community takes pride in their home and is active in discussing the City's role in the region. Creatively themed, well-

maintained local parks provide attractive gathering spaces and host meaningful community events such as Fairview on the Green and several annual holiday celebrations. Families have access to educational opportunities in the Reynolds School District and other schools including a charter school.

THE ORGANIZATION

The City of Fairview employs a Council-Manager form of government with the City Administrator appointed by the Mayor and six-member City Council. The Mayor and Council members are elected at-large for four-year terms. The City Administrator is the City government's administrative head and is responsible for all City business administration. City departments include Administration, Finance, and Public Works. The City employs 26 full-time equivalent employees, and its 2021-22 budget is approximately \$30.2 million. Public Safety, Fire & Rescue, and emergency dispatch services, as well as building inspection are operated under established regional service contracts with multiple partners.

THE POSITION

Under the direction and supervision of the Mayor and City Council, the City Administrator serves as the chief administrative officer of the City government and is responsible for implementing the policies enacted by the Council. The City Administrator assumes full leadership

and accountability for all City operations, hiring of key personnel, provides leadership and expert guidance, spearheads long-term planning efforts, and serves as a critical link between the policy-making and operational functions of the City. City Council is pursuing a Charter amendment on the November 2021 ballot to change the "City Administrator" title to "City Manager," which would update the position title and move the authorizing framework from City Code to the Charter. However, this change would not alter the current responsibilities of the position.

THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **Strong leadership and management abilities** to provide clear direction, manage multiple departments and initiatives, develop and inspire staff, and foster a professional, high functioning, and responsive organizational environment. An ability to help the organization address long-term challenges and meet contemporary

service delivery needs as well as experience managing day-to-day out-sourced service delivery is essential. Knowledge of human resource management such as hiring of key personnel, workforce development, union relations, as well as supporting and developing staff is beneficial. Valuing and practicing teamwork, collaboration, transparency, and inclusivity with staff. Employing a management style that is highly organized, approachable, transparent, respectful of all viewpoints, even tempered, professional, and friendly while ensuring accountability, is desired.

- **Community and economic development planning experience** to maintain and grow economic opportunities in the community. An ability to independently manage and effectively utilize an urban renewal agency to implement long term planning initiatives that support local economies and plan for growth. An approach that develops and implements long term plans with transparency and inclusivity is essential. Understanding of community branding and Oregon land use planning is helpful.
- **Strong budget and finance skills** with an ability to take a comprehensive financial approach that plans for the City's long-term service needs and utilizes a broad spectrum of revenue sources to establish sustainable

funding. The City Administrator should be able to strategically integrate financial planning with the City's vision, goals, and policy direction. Experience with Oregon budget law and requirements is helpful.

- **Ability to foster and maintain collaborative intergovernmental relationships** with City service providers, state agencies, and other local jurisdictions. The Administrator should be prepared to continue and strengthen effective working relationships with local governments, the county, the state, and other agencies through utilization of clear agreements, collaboration, and accountability.
- **Excellent communication skills** to effectively engage multiple audiences including City Council, staff, local government officials, businesses, community groups, and citizens. A commitment to being visible and accessible to the community and acting with transparency and timeliness when communicating with individuals and/or groups is expected. A respectful personal communication style that encourages collaboration and two-way dialogue is helpful. The Administrator should possess verbal and written communication skills that are clear, substantive, and concise.





- **Knowledge of and experience with transportation improvement projects that support community connectivity**

and skills to fund, plan, and manage these major projects is important. Experience facilitating projects such as street maintenance, construction, transportation network planning, inter-governmental projects, improving pedestrian access or other initiatives to facilitate a holistic multi-modal system is helpful.

- **Ability to maintain effective Council relations** through responsive, accessible, inclusive, and collaborative work. Policy and other issues should be proactively handled for the Council by maintaining regular and open communication. Commitment to fostering collaborative relationships with all Council members is important. The Administrator should be aware of City operations and legal obligations and provide timely updates to Council on issues pertinent to their role as the City's governing body and service as effective representatives to the community.

- **Experience engaging with citizens** and willingness to be visible and active in the community. Being respectful of all perspectives, open-minded, a listener, and approachable is critical. A commitment to proactively inform and engage citizens in City activities and decisions

that may impact them is important. Maintaining an even-handed approach to differing views and interests and working to build consensus when possible is essential. The City Administrator is expected to maintain, strengthen, and expand the City's ongoing communication and engagement with the community, upholding the principles of transparency, inclusion, and public participation.

- **Commitment to fostering Diversity, Equity, and Inclusion (DEI)** by embracing these principles and facilitating their application in City processes, services, systems, and staffing. In addition, seeking external professional consulting or training services to support DEI efforts in the organization and service delivery. Experience fostering organizational initiatives that support DEI including operational and policy development is beneficial.

- **Appreciation of the Fairview community attributes** that make it an attractive and friendly home to a growing and diverse population. Home to a mix of residential and commercial spaces, Fairview community members value the natural beauty of their environment, care for one another, and engage in local events. The City



Administrator is a high profile local leader who should be visible to the community and have an appreciation for the impact of their work.

- **Thorough understanding of city government roles** including the Council-Manager form of government and the proper roles of bodies and individuals within such governments. Ability to help the City Council, staff, and advisory bodies operate effectively with each other and within their legally defined roles. Skills to keep Citywide audiences informed and navigate any changes associated with the proposed charter amendment necessary to amend the "City Administrator" title to "City Manager" to solidify municipal code changes would be helpful.

POLICY PRIORITIES

The City Administrator will be expected to support, facilitate, and/or implement the following policy priorities for the City:

- **Community and Economic Development/Urban Renewal**
The City of Fairview has undertaken multiple large-scale community development activities in which the next City Administrator will be expected to provide ongoing management and expertise. This initiative will require fiscal and operational management of the Fairview Urban Renewal Agency, including projects underway such as a food cart plaza with a potential farmers market as well as facilitating a fiscally responsible approach to developing a 5.2 acre City-owned property known as the "Heart of Fairview" project. An ability to provide ongoing administration of these efforts while providing professional guidance to increase the impact and

effectiveness of these urban renewal and other future initiatives is desired.

- **Long-term Strategic Financial Planning**

Fairview has been experiencing increasing costs along with revenue reductions and constraints requiring the City to assess, prioritize, and plan long-term to finance core services to meet future demand. Currently, three major shared service agreements (Bureau of Emergency Communications, Multnomah County Sheriff, and Gresham Fire Department) account for 76% of General Fund expenditures. The Administrator will be integral in facilitating a productive, transparent, and innovative approach to maintain and identify dependable revenue sources while providing ongoing high-quality core services. Key elements of this financial planning are anticipated to include strategic use of American Recovery Plan Act (ARPA) state and local recovery funds while seeking opportunities to collaborate with other agencies to provide continued effective service delivery.

- **Public Safety**

In 2017, the City shifted from independently providing police services to contracting with the County Sheriff's Office. Since that time, public perception regarding the efficacy of the Sheriff's service has been generating community concern about public safety. Recent encroachment of houseless populations and crime from the Portland core area have escalated the perception that crime is increasing in Fairview. The next City Administrator will be expected to review the current law enforcement arrangement and ensure Fairview is receiving cost effective and high quality public safety services that meet the expectations of its citizens.

- **Transportation Infrastructure and Connectivity Improvement Projects**

The City is currently planning and implementing a broad range of major street and transportation projects vital for the community's development. This includes negotiating funding and maintenance responsibilities for Multnomah County Roads located within the City. The next Administrator will also be expected to identify and secure funding to complete the City's plans to promote pedestrian and bicycle safety and improve

transportation network connectivity, particularly on the Sandy Boulevard and NE 223rd Ave/Multnomah County arterial roadways. The City is also actively exploring funding and construction of a roundabout as a component of the Halsey Street Corridor improvements.

• **Flood Management/Water Infrastructure Improvement Projects**

The next City Administrator will be engaged in important flood management and water supply infrastructure improvement projects to support future needs and meet current federal and/or state requirements. This includes participating in the Levee Ready Columbia FEMA Levee Recertification construction project, identifying a funding method for a new Urban Flood Safety and Water Quality District, and overseeing construction of a new well for the City’s water system. The Administrator will also need to hire a new Public Works Director in the near term with the retirement of the current director.

EDUCATION/EXPERIENCE

A Bachelor’s degree in Public Administration, Planning, Political Science, or related field, and at least five years of upper-level government management experience are required. An advanced degree in Public Administration or related field, and/or ten years of increasingly responsible public sector experience is preferable. Experience and/or training in urban renewal, community development, public finance, union relations, human resources, intergovernmental relations, and contracting is highly desired.



RECRUITMENT PROCESS

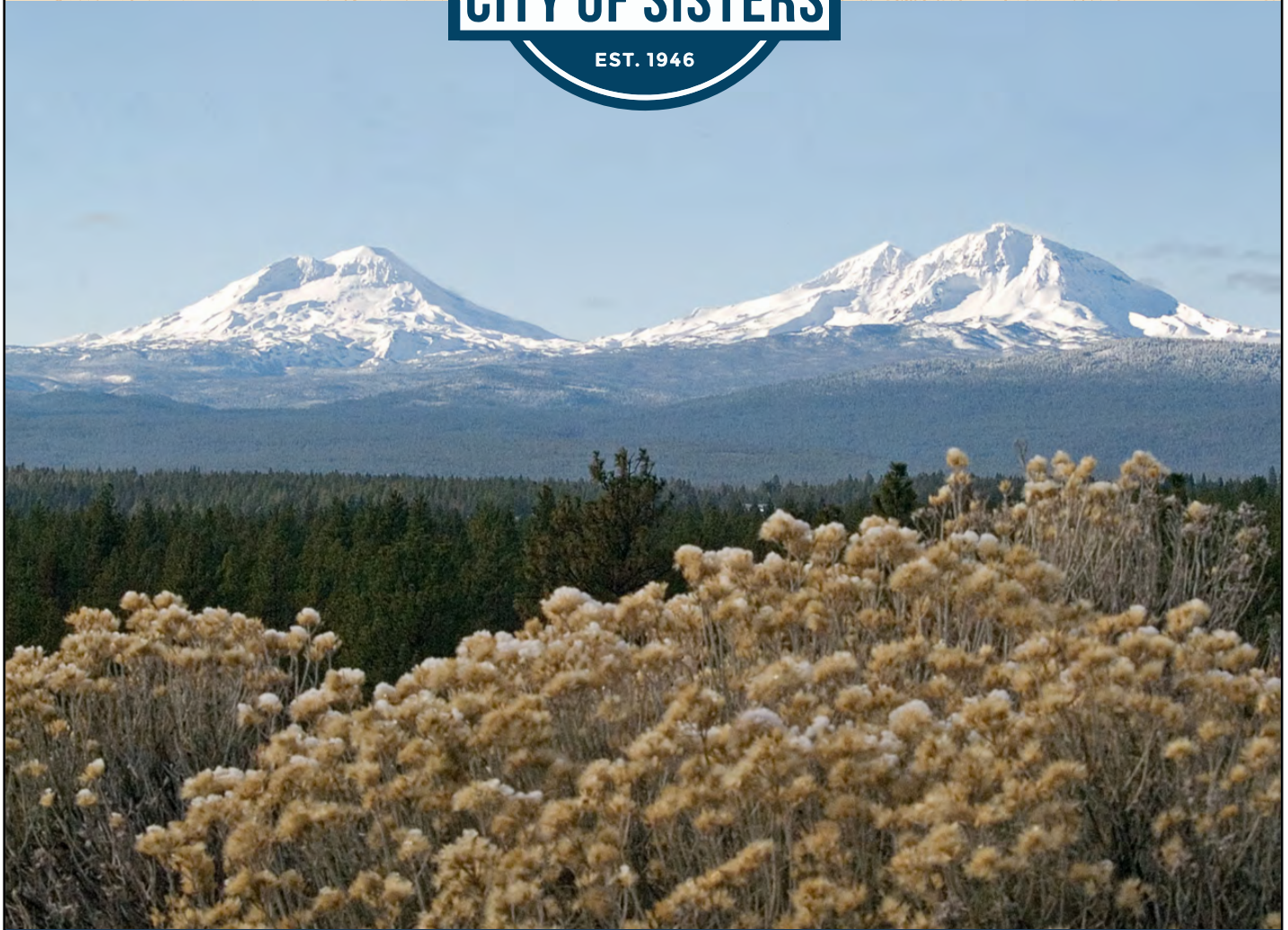
- Applications Due** November 20, 2021
- Preliminary Online Video Interviews** Week of November 29, 2021
- Finalist Interviews and Selection** Week of January 3, 2022

For additional details, application materials, and instructions on how to apply, please visit www.jensenstrategies.com/recruitment/fairviewcityadministrator

Questions may be directed to:

Amelia Wallace, Jensen Strategies, LLC
 503-477-8847 or amelia@jensenstrategies.com

The City of Fairview is an Equal Opportunity Employer.



CITY MANAGER

City of Sisters, Oregon

CITY MANAGER

CITY OF SISTERS, OREGON

\$120,000 to \$160,000 plus excellent benefits



POPULATION

3,475

BUDGET

\$25 MILLION

FTE POSITIONS

19.5

CITY DEPARTMENTS

Administration
Community Development
Finance
Public Works

BENEFITS

Medical/Dental/Vision
PERS Retirement
Life & Disability Insurance
Deferred Compensation

COMMUNITY

Civic Engagement
Small Town Character
Natural Beauty
Walkable
Iconic Festivals
Family Friendly



THE COMMUNITY

The City of Sisters, Oregon (population 3,475) is located at the foot of the Cascade mountains in Deschutes County. Northwest of Bend and situated along US Highway 20, Sisters serves as a gateway to the Central Oregon region, and is renowned for its local attractions, including the Hoodoo ski area and prominent community events like the Sisters Outdoor Quilt Show, Sisters Folk Festival, and Sisters Rodeo.

Historically, Sisters Country was a rich site for Native Americans and fur trappers trekking through dramatic mountain vistas. Established in 1901 and incorporated in 1946, Sisters quickly became known for lumber-production. As highways in Oregon improved, the City became renowned for its' beautiful scenery and rich array of outdoor activities. Today, Sisters is an active, dynamic, and rapidly growing community and tourist destination while maintaining its walkable, small-town feel.

Sisters has a strong social fabric, with residents who are passionate, active in the community, and welcome civic involvement. With an abundance of family-oriented opportunities and one of the best performing school districts in the state, Sisters offers a fantastic environment for families. Sisters' residents take pride in their walkable downtown that is host to a unique combination of small-town living with larger-city amenities, including numerous restaurants, shops, galleries, golf courses, and a movie theater.





THE ORGANIZATION

The City of Sisters employs a Council-Manager form of government with the legislative and policy-making body composed of a five-member City Council with four Councilors and a Mayor. The Council elects the Mayor, who serves a two-year term. Three Councilors are selected every biennial election with the two Councilors receiving the most votes serving a four-year term and the third Councilor serving a two-year term. All appointive offices, including the City Manager, are created and filled by a majority of Council. The City Manager serves as the City government's administrative head and is responsible for all City business administration and implementing policies enacted by the Council. The City Manager assumes full leadership and accountability for all City operations, hires key personnel, provides leadership and expert guidance, leads long-term planning efforts, and serves as a liaison between the policy-making and operational functions of the City. City departments include Administration, Community Development, Finance, and Public Works. Police as well as building permit and inspection services are contracted through Deschutes County. The Sisters-Camp Sherman Rural Fire District provides fire service. The City employs 19.5 full-time equivalent employees and 4 part-time contract employees, and with a 2022-2023 budget of approximately \$25 million.

THE POSITION

Under the direction and supervision of the City Council, the City Manager serves as the chief administrative officer of the City government and is responsible for implementing the policies enacted by the Council. The City Manager assumes full leadership and accountability for all City operations, hiring of key personnel, provides leadership and expert guidance, spearheads long-term planning efforts, and serves as the primary liaison between the policy-making and operational functions of the City.

THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **Strong, well rounded, leadership and management** to provide clear direction, manage multiple departments, balance priority initiatives, and foster an active and forward-thinking organizational environment. Management experience to provide effective oversight, staff development, promote retention, and workforce planning. A community-oriented leadership style that demonstrates a commitment to communication, collaboration, transparency, integrity and empathy is essential. A personal demeanor that is organized, personable, patient, inclusive, respectful, even-tempered, and professional is necessary.

- **Ability to foster effective Council relations** through responsive, accessible, and inclusive relationship development. Proactively maintains awareness and keeps the Council informed of City operations and legal obligations to assist in their role as the City's governing body. Skills to foster and maintain an environment that enhances Council's ability to collaborate, set goals, and navigate challenging issues is key.

- **Strong communication skills** to effectively engage multiple City audiences including City Council, staff, local government officials, businesses, community groups, nonprofit organizations, and citizens. Demonstrates a commitment to accessibility, transparency, inclusion, ethics and timeliness in communication with all groups. A communication style that facilitates and encourages productive two-way dialogues, effectively communicates complex policy issues, responds to community concerns, and helps build consensus is essential. Communicates verbally and in writing with clarity, substance, and conciseness.

- **Effective collaboration and service contract management** experience to develop and manage intergovernmental agreements and other coordination for outsourced provision of core municipal services.

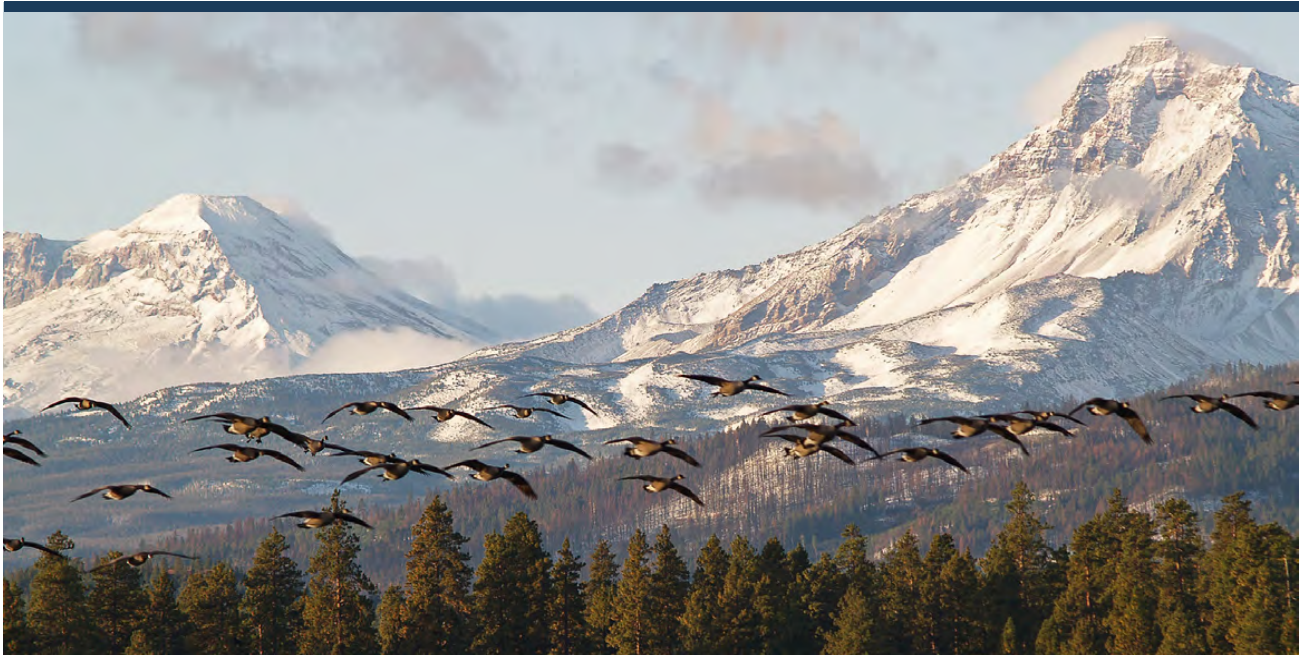
- **Ability to foster effective intergovernmental relations** to maintain and strengthen working relationships while representing the City's interests. An ability to build new and manage existing relationships with other elected officials, local governments, the County, the State, and other agencies through cost effective and clear agreements, collaboration, and accountability is desired.

- **In depth housing expertise** to facilitate policy approaches that support affordable housing options for resident and workers in a growing, destination community. Experience related to effective application of local, state, and federal funding sources to support development, management of housing projects, facilitating community engagement to build shared visions of growth is beneficial. Ability to support collaborative intergovernmental efforts to provide resources and address issues related to rural homelessness is important.

- **A strong understanding of public infrastructure** to support planning, maintenance, construction, and funding needs. An ability to carry out projects while planning for long term growth needs related to water, wastewater, and stormwater systems is important.

- **Demonstrated public finance skills** to continue the City's responsible and effective fiscal management.





Ability to strategically integrate financial planning with long-term goals is important. Experience with service needs and staff planning for a growing community with active tourism is beneficial. Knowledge of Oregon budget law and requirements is helpful.

- **Knowledge of transportation improvement project management** to support major projects underway.

Experience with street asset maintenance and enhancement, traffic management, multimodal transportation planning, coordination of intergovernmental projects, and efforts to promote walkability is beneficial. Understanding of traffic management approaches in environments with high levels of tourism and risks of natural emergency situations is also helpful.

- **Ability to effectively coordinate natural hazard risk management** efforts through proactive planning for a variety of natural threats such as wildfires, storms, floods, earthquakes, and others. Skills to address emergency mitigation and preparedness in coordination with various agencies through infrastructure improvements, inter-agency planning, proactive communication, and community training is important.

- **Commitment to inform and engage the community** in policy and operational decisions. Demonstrates

accessibility, professionalism, open-mindedness, and even-handed approaches to differing views and interests. Ability to work effectively with Sisters' civically active community, maintaining and expanding the City's community involvement approaches to facilitate and encourage citizen engagement in City decision-making. A willingness to be transparent, inclusive, and uphold public participation for citizens including broader communities that frequent Sisters for resources or recreation is important.

- **Experience with long term planning & community development** to enhance the City and maintain high quality of life for a growing community. Experience with community engagement, master planning initiatives, and efforts to increase environmental sustainability and climate resilience is important.

- **Thorough understanding of city government roles**

including the Council-Manager form of government and the proper roles of bodies and individuals within such governments. Ability to help the City Council, staff, and advisory bodies operate effectively with each other and within their legally defined roles.

POLICY DIRECTIVES

The City Manager will be expected to support, facilitate, and/or implement the following policy priorities for the City:

Housing & Houselessness

The City of Sisters, like many cities, has an insufficient supply of housing and limited available land to provide additional living options for local workers or residents. Further, the community is also experiencing increased rates of rural houselessness which is generating public concern. To address these challenges the City has several housing projects underway as well as potential Urban Growth Boundary (UGB) expansion efforts which include updating the buildable lands inventory and completing a housing needs analysis. The next City Manager will be expected to facilitate affordable housing policy development to address issues including, but not limited to, increasing housing supply, workforce housing options, and building code updates. It is also expected the City Manager will serve as the primary City liaison with the community through communications and dialogues on these issues. The City Manager will also collaborate on solutions with local, state, federal, and other partners to address issues related to rural houselessness in the surrounding forest region. An ability to facilitate effective,

strategic, and legal approaches in alignment with Oregon land use, growth management laws, or relevant recent state laws or court opinions to support long term housing development and resources for individuals experiencing houselessness will be essential.

Streets & Transportation

The City has a range of street and transportation projects in various stages of design, planning, or implementation to support traffic management and the community's ongoing development. These projects include but are not limited to construction of a roundabout, a potential highway alternate route, as well as a multimodal transit hub. The roundabout project located at the intersection of Highway 20 and Locust Street is shovel ready but will need ongoing management to ensure successful implementation. The City is also interested in options to pursue a highway alternate route for freight truck traffic for which the City Manager will need to effectively facilitate negotiations with Oregon Department of Transportation (ODOT) as well as assess feasibility and financing options. Finally, land has been purchased for the new multimodal



transit hub that is in the beginning stages of design. The next City Manager will need to facilitate effective implementation of these projects in coordination with key staff and partners.

Public Infrastructure Improvements

Sisters has major efforts underway to update and improve the City's water, wastewater, and utility infrastructure to effectively address current and future needs. These projects include ensuring implementation of water and wastewater master plan initiatives, implementing the designed Lazy Z Ranch Wastewater Reuse Expansion project, assessing water and sewer rates, constructing the Westside pump station, as well as overseeing establishment of a new secondary water storage reservoir. The City Manager will be expected to oversee implementation of all these infrastructure improvements, supplementing additional financing, planning, and other project support as necessary.

Parks & Community Development

Sisters takes pride in being a dynamic town with a strong sense of community. As such, the City has invested in opportunities to enhance community assets and fund economic development efforts through an Urban Renewal Agency (URA). This includes updating the parks master plan, which provides for the development of a three-acre property intended for an open-air multi-use covered event space. In addition, the City also has \$4 million in URA funding to invest in key projects. The next manager will be central in identifying opportunities to plan, finance, and implement these improvements.

EDUCATION/EXPERIENCE

A bachelor's degree in public administration, planning, political science, or related field, and at least three years of upper-level public sector management experience are required, or equivalent education and experience.

An advanced degree in public administration or related field and five years of increasingly responsible public sector experience is preferable. Experience and/or training in housing policy and growth management is highly desired. Experience working in Oregon or Central Oregon and knowledge of state land use laws is preferred.



RECRUITMENT PROCESS

Applications Due

Sunday, February 26, 2023

Semi-Finalist Online Video Interviews

Week of March 6, 2023

Finalist Interviews & Selection

March 27 - March 30, 2023

For additional details, required application materials, and instructions on how to apply, please visit:

www.jensenstrategies.com/recruitment/sisterscitymanager

Questions may be directed to:

Emily Rehder, Jensen Strategies, LLC
503-477-5615 or emily@jensenstrategies.com

*The City of Sisters is an
Equal Opportunity Employer.*





JENSEN STRATEGIES

(503) 477-5615

1750 S Harbor Way,
Suite 350
Portland, OR
97201

www.jensenstrategies.com



**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 Jensen Strategies, LLC. (hereinafter referred to as "Consultant") for the project commonly known as the 2023 City of Sandy City Manager Recruitment ("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 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.

B.3 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 as provided in the Project Budget section of Exhibit A. Compensation shall be only for actual tasks as listed in the 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 No compensation for additional services beyond the scope of the services described in Exhibit A shall be paid or owing without the prior written consent of both parties to such additional compensation and services, as provided by Section Q of this agreement.
- C.3 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 Angie Welty, Human Resources 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 Erik Jensen. 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.

M. 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.

N. Work is Property of City

N.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.

N.2 Reserved.

O. 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.

P. 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.

Q. 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.

R. Other Conditions

R.1 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.

S. Assignments of Products Rights

S.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.

S.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.

T. Dispute Resolution

T.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.

T.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

T.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.

U. 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.

V. 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 XX day of May, 2023.

[Signatures on Following Page]

CITY OF SANDY

CONSULTANT:

By _____

By _____

Jordan Wheeler, City Manager

Erik Jensen, Principal

City of Sandy

Jensen Strategies, LLC

Mailing Address:

Mailing Address:

39250 Pioneer Blvd
Sandy, OR 97055

1750 S. Harbor Way, Suite 350
Portland, OR 97201

Phone:

Phone:

(503) 668-5767

(503) 477-8312

Email:

Email:

jwheeler@ci.sandy.or.us

erik@jensenstrategies.com

EXHIBIT A
SCOPE OF
WORK



APRIL 2023

City Manager Recruitment Proposal

FOR CITY OF SANDY, OR

PRESENTED BY

Greg M. Prothman

President, GMP Consultants

GMP CONSULTANTS

Greg@gmphr.com

(206) 714-9499

www.gmphr.com





April 25, 2023

Ms. Angie Welty
Human Resources Director
City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055

Dear Ms. Welty,

Thank you for the opportunity to provide a proposal to assist the City of Sandy with the recruitment of its next City Manager. We believe GMP is Sandy's best choice to assist with this important recruitment.

- GMP has completed 36 Oregon city management professional searches.
- We have 9 former city manager/administrators on our consultant team who collectively work together to leverage their candidate contacts.
- We attend and sponsor Oregon City Managers Association's conferences, resulting in excellent potential candidate contacts.
- Our consultants are active in ICMA and western United States city management associations, resulting in a broad network of professional contacts.

Having conducted over 500 recruitments, we believe GMP's proven process provides a best practices approach to attracting high-quality candidates and ensuring a good fit for your organization. We have earned a reputation for providing superior service and building lasting relationships with both clients and candidates.

GMP is well positioned to assist the City as we are currently conducting manager searches for:

- City of John Day, OR – *City Manager*
- City of Belgrade, MT – *Assistant City Manager*
- Lewis County, WA – *County Manager*
- City of Lacey, WA – *City Manager*
- City of Tumwater, WA – *City Administrator*
- City of Mountlake Terrace, WA - *City Manager* (recently completed)
- City of Pasco, WA – *City Manager* (recently completed)
- City of Astoria, OR - *City Manager* (recently completed)

If you have any questions or would like to discuss your specific needs, please do not hesitate to contact me at (206)714-9499 or Greg@gmphr.com. I look forward to hearing from you and hope to have the opportunity to work together soon.

Sincerely,

Greg M. Prothman
President,
GMP Consultants

206 714 9499 • 7041 Cascade Ave SE Snoqualmie, WA 98065 • greg@gmphr.com

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ABOUT GMP CONSULTANTS

GMP Consultants is a Pacific Northwest-based public sector executive search firm with a collective 180 years of local government leadership experience with both regional and national relationships. GMP Consultants offer our clients experienced subject matter experts with a solid understanding of local government coupled with decades of experience. We have served in a wide range of executive positions, from city and county management to public works, management information systems, and finance.

Our Qualifications

Founded and led by Greg M. Prothman, formerly the CEO of Prothman, GMP consultants have worked on over 400 executives searches and over 80 public sector consulting projects. All our senior search consultants are active in both ICMA and local state level city management associations or in their respective professional associations.

Our Philosophy

Our business philosophy centers on the understanding that this is a “people” related industry. We have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe that attention to others’ needs is the key to effective customer service.

Why Choose GMP?

What you get with GMP Consultants is personal service. You appreciate it when phone calls are returned, projects stay on schedule and your challenges are given thorough and creative thinking. While other companies may assign your business to lesser experienced staff, we offer exceptional service from senior-level consultants

- **Service & Relationship** - Our consultants bring a reputation for providing outstanding service and building lasting relationships with both clients and candidates.
- **Customized Solutions** - We take the time to become familiar with your organization to ensure that we offer the best solution and not just a single service.
- **People First** - We work closely with you and your candidates through every stage of the recruitment process, creating a welcoming candidate experience and ensuring an effective recruitment outcome.
- **Team Approach** - Our entire consulting group works as a team to leverage their networks to assist with each assignment and give your challenges thorough and creative thinking.

PROJECT TEAM MEMBERS

Greg M. Prothman – President

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its CEO. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master's degree in Public Administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and a member of Crystal Mountain Ski Patrol.

Bob Larson – Senior Consultant

Bob is an accomplished municipal manager who has held senior management positions in local government since 1987. His service includes 17 years with two communities in Washington State and 17 years with three communities in Minnesota. Bob is a past-president of the Washington City-County Manager Association (WCCMA). He also served on the board of directors of the Association of Washington Cities (AWC), Sound Cities Association (SCA) and NORCOM. He is known and well respected within municipal government for his leadership and management qualities. Bob has a strong background in municipal finance, capital programs development, creating community partnerships, economic development, customer service improvements and organizational development. He has a Bachelor of Science degree and a Master of Arts degree, both in Urban & Regional Studies. He is an avid cross-country skier, cyclist and hiker. He and his partner, Jane, enjoy travelling and new adventures. Most importantly, he is the proud father of Ben and Emma.

Kate Hansen – Recruitment Coordinator

Kate is a certified Project Management Professional (PMP) with a background in business, nonprofit, and fire administration. She has served as a Public Records Officer as well as a political campaign manager, and brings

a distinguishing blend of attention to detail, creativity, and critical thinking. Kate holds a B.A. in Theatre from Chapman University with an emphasis on stage management.

Sarah Marsh – Content Designer

Sarah brings a background across nonprofit, business, government, and education sectors. She holds an M.B.A in Organizational Behavior & Development from the University of Vermont. She also publishes in the field of American History and is the author of two award-winning children's books with Disney-Hyperion and Little, Brown. Sarah has a heart for researching and highlighting what makes a community and organization special.

WORKPLAN & APPROACH

INFORMATION GATHERING & RECRUITMENT PROFILE DEVELOPMENT

Review and Finalize Search Process and Schedule

We'll virtually meet with the Mayor & City Council and staff to review project needs, process, schedule, and identify the scope of the recruiting market. Our goal is to thoroughly understand your organization, current challenges, timeline, and preferred qualifications for this recruitment.

Develop, Review, and Approve a Detailed Recruitment Profile & Invitation

We'll create a detailed recruitment profile highlighting the strengths of your job opportunity. Examples of prior recruitment profiles are included in this proposal and typically feature the following:

- Why Apply?
- Community Profile
- The Organization, Department, & Position
- The Ideal Candidate
- Challenges & Opportunities
- Compensation & Benefits
- Resources
- Your Social Media (if applicable)

STRATEGIC MARKETING

Targeted Recruitments - We develop advertising and place ads in websites, job boards, and periodicals. Targeted ad placement will include:

- Intl. City Managers Association (ICMA)
- Oregon City Managers Association
- Oregon League of Cities
- Association of Oregon Counties
- Washington Association of Cities
- Association of Idaho Cities
- Municipal Management Association of Northern California
- California City Management Foundation
- Colorado City Managers Association
- Government Jobs
- Careers in Government

Development of Candidate Database for Direct Mail Invitations - We will mail approximately 700 to 900 letters of invitation to city managers/administrators in the 11 western United States.

CANDIDATE SCREENING AND SHORTLIST PRESENTATION

Candidate Application Materials - Candidates are asked to submit a cover letter, application, resume, answers to supplemental questions (designed to measure writing and thinking skills) and five professional references.



Selection & Interview of Semifinalists - We review all candidate application materials and identify 8 to 12 of the most promising semifinalists. We conduct a one-hour interview with each semifinalist and provide written observations.

Search Work Session – We will meet with you via Zoom to review semifinalists. Prior to the meeting we will send you're the: each applicant's cover letter, resume, essay questions, the consultant semifinal interview notes and candidate summary sheet. The Mayor & City Council select the finalist candidates and design the final interviews.

FINAL INTERVIEWS & SELECTION

Design and Preparation of Final Interviews - We will help you decide on the structure and schedule of the interviews, including the panel participants and facilitators. We will tailor the process to fit your needs and prepare all the candidate materials for the interviews.

Reference & Background Checks - We conduct professional reference checks on each candidate, requesting the names of supervisors, subordinates, and peers. Background checks include Education Verification, Criminal History, Driving Record, and Sex Offender Check.

Candidate Travel - We'll also help you identify which candidate travel expenses your organization wishes to cover and then work with the candidates to coordinate the most cost-effective travel arrangements.

Final Interviews & Selection - The Mayor & City Council (and advisory panels if used) interview finalists. We will facilitate a debrief with all panel participants. After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

Candidate Appointment - We will facilitate potential contract elements with the Mayor & City Council. Once your top candidate has been selected, we will assist as needed with the job offer, contract negotiations, and employment agreement.

PROFESSIONAL REFERENCES

City of St Helens, OR

John Walsh
City Administrator
jwalsh@sthelensoregon.gov
503 366 8211
Finance Director (*recently completed*)

City of Belgrade, MT

Neil Cardwell, City Manager
ncardwell@cityofbelgrade.net
406-388-3760
Human Resource Director
Assistant City Manager (*in process*)

Gunnison County, CO

Matthew Birnie, County Manager
MBirnie@gunnisoncounty.org
970-641-3061
Six department/assistant county manager recruitments

City of Lakewood, WA

John Caulfield, City Manager
jcaulfield@cityoflakewood.us
253-983-7703
Finance Director
City Manager



PROFESSIONAL FEE

The fee for conducting a City Manager recruitment is \$18,000. The professional fee covers all consultant and staff time required to conduct the recruitment. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews. The City of will be responsible for reimbursing expenses incurred on the City's behalf. Should the City wish to conduct a second recruitment for a police chief the professional fee will be reduced to \$16,500.

Expenses include:

- Websites, job boards and other advertising (approx. \$1,400 - 1,800)
- Direct mail announcements (approx. \$1,300 - \$1,800)
- Consultant travel: Mileage at IRS rate and \$65 per hour
- Background checks (approx. \$170 per candidate)

The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation.

GUARANTEE & WARRANTY

Should the selected candidate leave the employment of the City within the first 12 months of appointment, we will, conduct one additional recruitment for the cost of expenses only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.

OREGON CAO SEARCHES BY GMP'S CONSULTANTS

City of Astoria, OR (2) City Manager	City of Hermiston, OR City Manager	City of Ontario, OR City Manager	City of Yachats, OR City Manager
City of Bandon, OR City Manager	City of Hood River, OR City Manager	City of Scappoose, OR City Manager	Clackamas County, OR County Administrator
City of Burns, OR City Manager	City of John Day, OR City Manager	City of Toledo, OR City Manager	Clatsop County, OR County Manager (2)
City of Canby, OR City Administrator	City of Lake Oswego, OR City Manager	City of Troutdale, OR City Manager	Curry County, OR County Administrator
City of Coburg, OR City Administrator	City of Lebanon, OR City Manager	City of Umatilla, OR City Manager	Deschutes County, OR County Administrator
City of Coquille, OR City Manager	City of Lincoln City, OR City Manager	City of Waldport, OR City Manager	Hood River County, OR County Administrator
City of Drain, OR City Administrator	City of McMinnville, OR City Manager	City of West Linn, OR City Manager	Lane County, OR County Administrator
City of Damascus, OR City Manager	City of Milwaukie, OR City Manager	City of Wood Village, OR City Manager	
City of Gladstone, OR City Administrator	City of Mt. Angel, OR City Manager	City of Woodburn, OR City Administrator	



ADDITIONAL CAO SEARCHES BY GMP'S CONSULTANTS

Borough of Sitka, AK
Municipal Administrator

City & Borough of Wrangell, AK
Borough Manager

City & County of Broomfield, CO
Deputy City and County Manager

City of Arlington, WA
City Administrator

City of Bainbridge Island, WA
City Administrator

City of Battle Ground, WA
City Manager (2)

City of Belgrade, MT
City Manager (2)

City of Bingen, WA
City Administrator

City of Bothell, WA
Deputy City Manager
Assistant City Manager

City of Carnation, WA
City Manager (2)

City of Casper, WY
City Manager

City of Chehalis, WA
City Manager (2)

City of Chelan, WA
City Administrator (3)

City of Clyde Hill, WA
City Administrator

City of College Place, WA
City Administrator

City of Colorado Springs, CO
Assistant City Manager

City of Connell, WA
City Administrator (2)

City of Covington, WA
City Manager

City of DuPont, WA
City Administrator

City of Duvall, WA
City Administrator

City of Edgewood, WA
City Manager (2)

City of Ellensburg, WA
City Manager

City of Emeryville, CA
City Manager

City of Fife, WA
City Manager

City of Fircrest, WA
City Manager (2)

Town of Friday Harbor
City Administrator

City of Gig Harbor, WA
City Administrator

City of Gillette, WY
City Administrator

City of Hailey, ID
City Administrator

City of Issaquah, WA
City Administrator
Deputy City Administrator

City of Kelso, WA
City Manager

City of Kenmore, WA
City Manager (2)

City of Ketchum, ID
City Administrator

City of Lacey, WA
City Manager (2)

City of Lake Forest Park, WA
City Administrator (3)

City of Lake Stevens, WA
City Administrator

City of Lakewood, WA
City Manager
Assistant City Manager

City of Leavenworth, WA
City Administrator (2)

City of Lewiston, ID
City Manager

City of Livingston, MT
City Manager

City of Longview, WA
City Manager

City of Louisville, CO
City Manager

City of Lynden, WA
City Administrator

City of Mill Creek, WA
City Manager

City of Newcastle, WA
City Manager (2)

City of Minot, ND
City Manager

City of Monroe, WA
City Administrator

City of Moses Lake, WA
City Manager (2)

City of Mountlake Terrace, WA
City Manager (2)

City of Mukilteo, WA
City Administrator
Management Services Director

City of Newcastle, WA
City Manager (2)

City of Normandy Park, WA
City Manager

City of Othello, WA
City Administrator

City of Pasco, WA
City Manager (2)
Deputy City Manager

City of Polson, MT
City Manager

City of Port Angeles, WA
City Manager

City of Post Falls, ID
City Administrator

City of Prosser, WA
City Administrator

City of Puyallup, WA
City Manager

City of Rawlins, WY
City Manager

City of Renton, WA
Chief Administrative Officer

City of Ridgefield, WA
City Manager

City of Riverton, WY
City Administrator





City of Sammamish, WA

City Manager (2)

City of Shelton, WA

City Administrator

City of Sheridan, WY

City Administrator

City of Shoreline, WA

City Manager (2)

Deputy City Manager

City of South Lake Tahoe, CA

City Manager

City of Spearfish, SD

City Administrator

City of Spokane Valley, WA

City Manager

Deputy City Manager

City of Stanwood, WA

City Administrator

City of Stevenson, WA

City Administrator

City of Sultan, WA

City Administrator

City of Sun Valley, ID

City Administrator

City of Sunnyside, WA

City Manager

City of Thorne Bay, AK

City Administrator

City of Tumwater, WA

City Administrator

City of Vancouver, WA

Assistant City Manager

City of Walla Walla, WA

City Manager

City of White Salmon, WA

City Administrator

City of Whitefish, MT

City Manager

City of Woodinville, WA

City Manager

City of Woodland, WA

City Administrator

City of Yakima, WA

City Manager

Assistant City Manager

City of Yelm, WA

City Administrator

Blaine County, ID

County Administrator

County of Los Alamos, NM

County Administrator

Eagle County, CO

County Manager

Franklin County, WA

County Administrator

Gunnison County, CO

County Manager

Assistant County Manager

Island County, WA

County Administrator

Inyo County, CA

Assistant/Deputy County

Administrator

County Administrative Officer

Jefferson County, WA

Central Services Director

Lewis County, WA

County Manager

Mason County, WA

County Administrator

Mono County, CA

County Administrative Officer

Assistant County Administrative

Officer

San Juan County, WA

County Manager

Snohomish County, WA

Executive Director (2)

Summit County, UT

County Manager

Thurston County, WA

Assistant Chief Administrative

Officer

Town of Friday Harbor, WA

Town Administrator

Town of West Yellowstone, MT

Town Manager (2)

EXAMPLES OF GMP'S POSITION PROFILE AND INVITATION TO APPLY LETTER

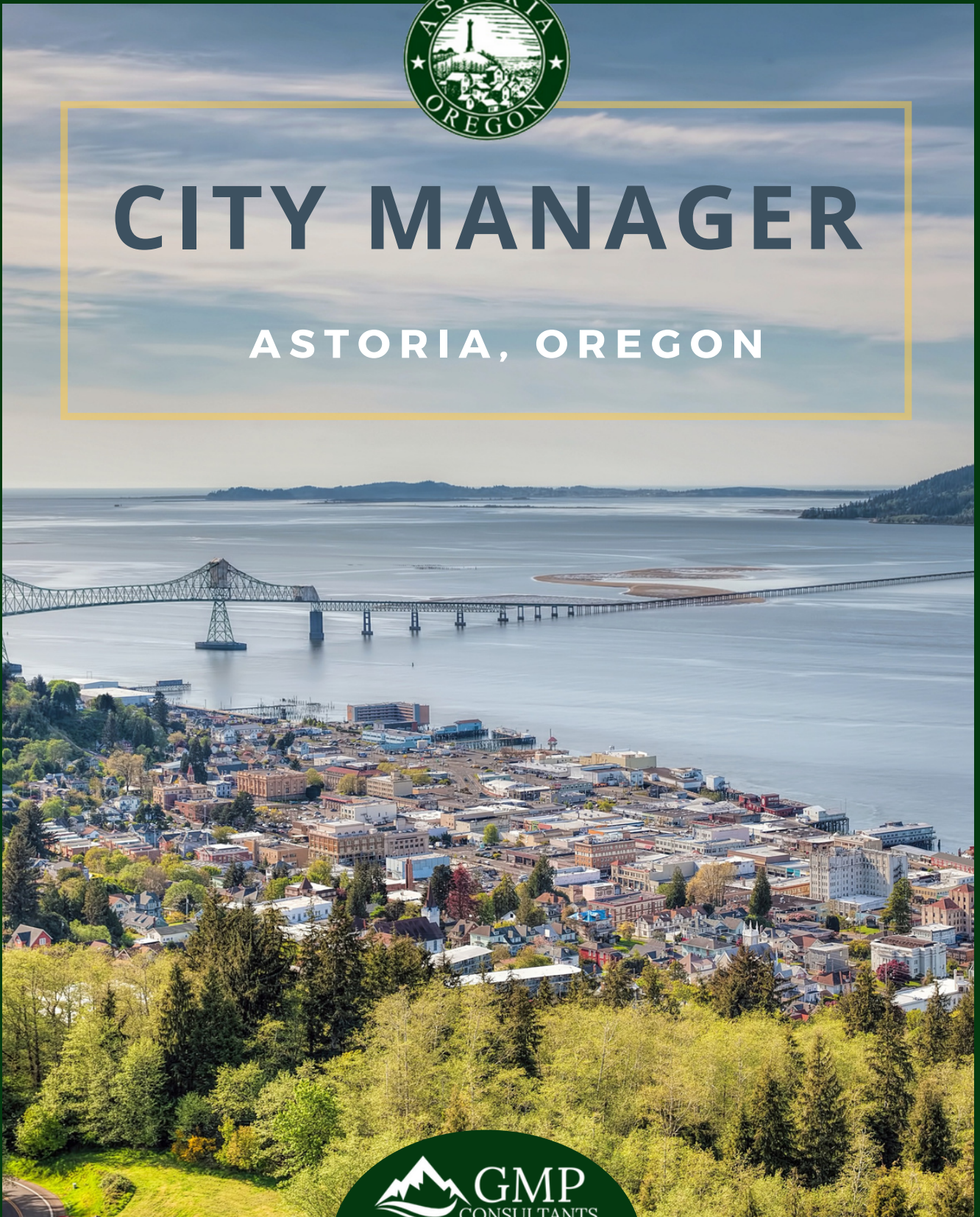
(Attached)





CITY MANAGER

ASTORIA, OREGON





WELCOME TO ASTORIA

Located in Oregon's northwestern corner, Astoria is a historic and vibrant riverfront community overlooking the Columbia River's entrance into the Pacific Ocean.

Founded in 1811, Astoria celebrates a rich history tracing back to Lewis and Clark. This historic logging and fishing town is now home to a variety of successful businesses and industries contributing to a diverse economic landscape. Astoria's 10,000 residents enjoy eclectic shops, museums, galleries, coffeehouses, restaurants, and a growing industry of world-class craft breweries. The city's lively and walkable downtown encompasses 40 blocks and is listed in the National Register of Historic Places. The iconic 1920's Liberty Theater is a cherished community gathering place and host of the annual Astoria International Film Festival.

With steep hills, sweeping views, and lovingly restored Victorian homes, Astoria has been called the "Little San Francisco of the Pacific Northwest." The city's charm and beauty have served as the setting for Hollywood movies such as *The Goonies*, *Kindergarten Cop*, and *Free Willy*. Astoria's community is deeply proud of their historical heritage and passionate about preserving the city's innate character and authenticity.

The city is home to a five-mile river walk, the historic Riverfront Trolley, the 164-step Astoria Column offering 360-degree views, a 4-pool Astoria Aquatic Center, and a lively Sunday market (May through October). Clatsop Community College provides continuing education and Columbia Memorial Hospital serves the region as level-4 trauma center.

Astoria Unified School District recently completed a \$70 million voter-approved project to renovate and modernize their schools. The U.S. Coast Guard maintains a strong presence in the community, operating out of their Astoria air station since 1964. For commercial air travel, Portland International Airport serves the area 90 miles to the southwest.

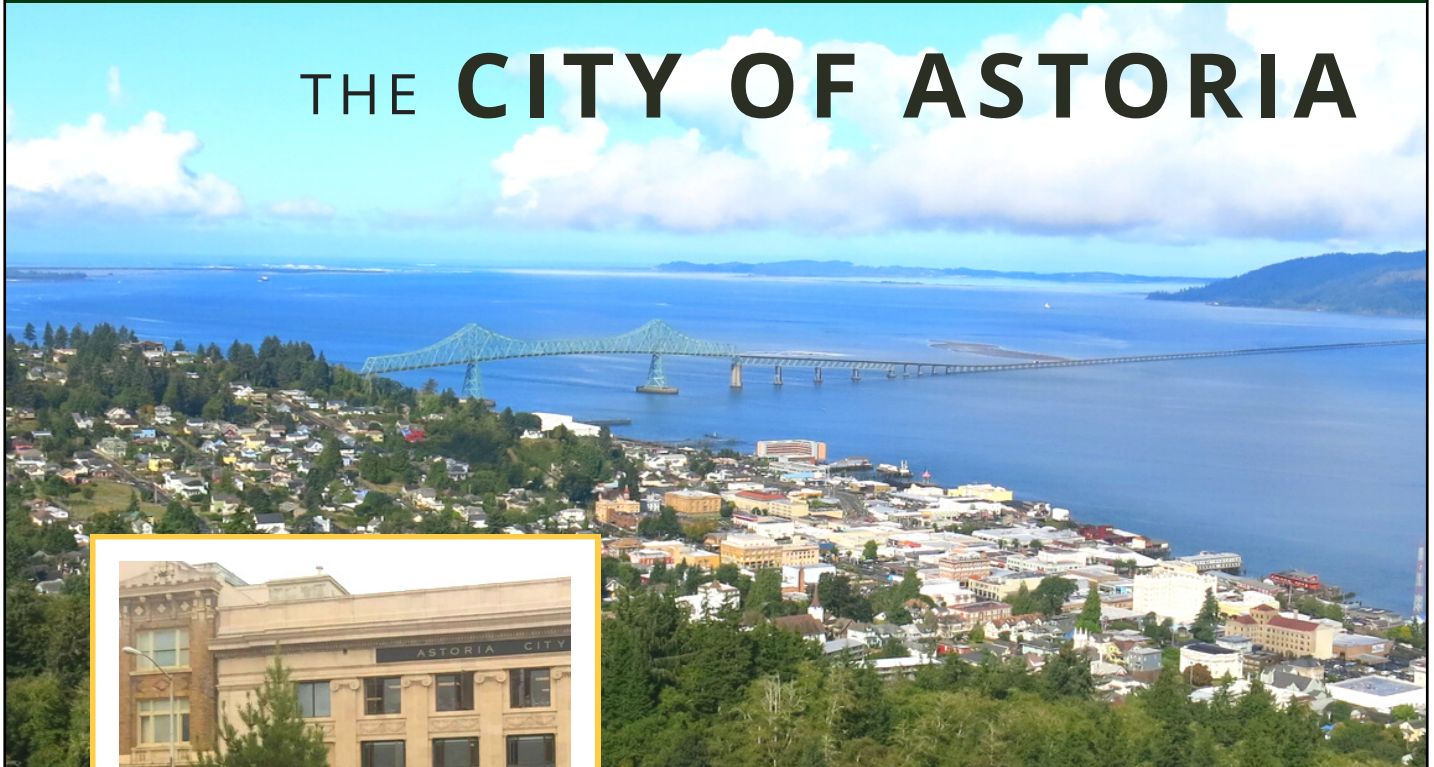
WHY APPLY?

Join the historic City of Astoria and lead the oldest American settlement west of the Rockies. The City has had three city managers in 22 years and enjoys a reputation as being well-managed with an excellent working relationship between Council and staff. If you are looking for a friendly community with a great quality of life, a stable Council-Manager form of government, and a City with solid financial reserves, this may be the right opportunity.

CITY MANAGER | City of Astoria, OR

1

THE CITY OF ASTORIA



The City of Astoria operates under the Council-Manager form of government. Voters elect four councilors by ward and a mayor, who each serve four-year terms. The Mayor appoints all City Boards and Commissions. The Mayor and Councilors appoint the City Manager, City Attorney, and Municipal Judge; The City Manager appoints all other City employees.

Astoria is a full-service city with a current budget of \$58.68M (plus \$7.57M for urban renewal districts) operating with a team of 105 FTEs plus approximately 65 part-time employees. Departments include:

- City Manager
- Community Development
- Finance
- Fire
- Human Resources
- Library
- Parks & Recreation
- Police & 911 Dispatch
- Public Works & Engineering

Astoria strives to preserve the City's unique character, providing livability and quality of life for residents, promoting a thriving local economy, and encouraging resilience as a community. The City is committed to being a community welcoming diversity, embracing equity and inclusion, and treating all with respect.

THE IDEAL CANDIDATE

The City of Astoria seeks an experienced city management professional to lead this full-service city as its next City Manager. This person will recognize, respect, and appreciate the qualities that make Astoria a unique community.

This ideal candidate will be honest and transparent with highly developed communication skills. This person will have a collaborative management style and the ability to build effective working relationships with the business community, an active citizenry, and City staff. They will bring a successful track record of working with an elected board and labor unions. The successful candidate will be passionate about local government, with a successful and productive career demonstrating progressively responsible management experience in public administration.



OPPORTUNITIES & CHALLENGES

Library Bond

The City is proposing an \$8 million voter approved bond for the construction of a new library. If the bond passes, this along with the City's additional two million dollars will result in a \$10 million new construction project. If it fails, the current library will receive a \$2 million dollar renovation.

Affordable Housing

The City's available housing and building lots are limited as the City is surrounded on three sides by the Pacific Ocean and Columbia River and was largely built out by the 1930's. The new city manager will need to review city development regulations such as those addressing density and incentivizing accessory dwelling units.

Homelessness

Like many Oregon communities, Astoria is experiencing a homelessness crisis. While the City has made solid progress in addressing the issue, the new City Manager will need to continue working on potential solutions to this complex problem and to coordinate with other municipal and County partners in identifying and implementing solutions.



COMPENSATION & BENEFITS

The City of Astoria is offering a salary range of \$150,000 to \$175,000 annually depending on experience. The comprehensive benefits package includes:

- Oregon PERS Retirement; 6% pre-tax employee contribution
- Medical/Dental/Vision Insurance (90% City paid)
- Life, AD&D, STD, LTD Insurance
- Holidays: 10.5 days per year
- Vacation: 20 days per year (13.33 hours accrued monthly)
- Sick Leave: 8 hours per month
- Stability Pay: Provided at 5+ years of service.
- Additional \$150,000 life insurance policy
- Matching deferred compensation contributions
- Car allowance



Photo by Jody Miller

RESOURCES

[City of Astoria](#)



[Chamber of Commerce](#)

[Daily Astorian](#)

[Travel Oregon](#)

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TO APPLY

Apply Online: gmphr.com

First Review: August 28, 2022

More Info: Greg M. Prothman, GMP Consultants
Greg@gmphr.com / 206-714-9499





CITY MANAGER

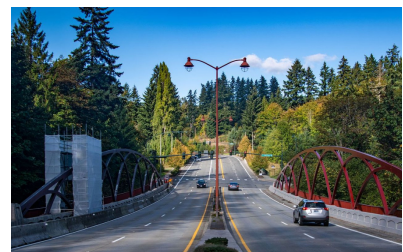
CITY OF NEWCASTLE, WA

Dear Colleague,

GMP Consultants is assisting the City of Newcastle in finding a **City Manager**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to other chief administrative officers and deputies who may be interested?

Thank you for your consideration and assistance.

Greg M. Prothman
GMP Consultants
gmphr.com





CITY MANAGER City of Newcastle, WA

THE IDEAL CANDIDATE

The City of Newcastle seeks an experienced city management professional to lead this contract city in the best interest of its citizens with high standards of integrity. The ideal candidate will have the insight to appreciate Newcastle’s rich history, quality of life, and role in the region. As a creative problem solver, they will help guide the City as it grows, ensuring that such growth is pragmatic while retaining Newcastle’s sense of community.

The successful candidate will be a positive influence and advocate for the City, building trust by nature. This person will bring a collaborative management style and have the ability to both attract, coach, and retain high quality staff. They should bring an exceptional understanding of public sector budgeting and finance as well as demonstrated success at obtaining grants and other funding opportunities.

The individual selected will be a strategic, forward thinker with highly-developed communication skills and the ability to navigate effective working relationships both inside and outside the organization. Patience, honesty, transparency, and diplomacy are key attributes.

EDUCATION & EXPERIENCE

- A bachelor’s degree from an accredited college or university in Business Administration, Public Administration or a closely related field. An advanced degree is preferred.
- A minimum of seven years professional experience, four of which shall be at the department director, assistant city manager, deputy city manager, or similar level of leadership responsibilities.
- All new hires to the City will be required as a condition of employment to be fully vaccinated for COVID-19 prior to start date.

THE CITY

Located 13 miles southeast of Seattle, Newcastle is a peaceful residential community tucked in the hills between the larger cities of Bellevue, Renton, and Issaquah. Newcastle is known for offering its 13,310 residents the convenience of metropolitan living with the comfort and community of a small town. The City is in close proximity to many corporate headquarters, including Microsoft, Amazon, Starbucks, and Costco. Money Magazine has repeatedly named Newcastle as "100 Best Places to Live" and Safewise named Newcastle the 10th safest city in Washington in 2022.



Incorporated in 1994, the City of Newcastle strives to be one of the best small towns in the country. City staff are an experienced, progressive group who work to provide a high level of service and foster a sense of community for the broad diversity of people who choose to call Newcastle home. The departing City Manager has served the City since 2010.

Operating with a 2022 budget of \$23,264,250 and a team of 28.6 FTEs, Newcastle’s departments include: City Manager, Community Development, City Clerk, Human Resources, Finance, Fire & EMS, Police, and Public Works. Police, fire, and attorney services are provided by contract.

**LEARN
MORE**

Visit gmphr.com
Salary: \$175,000 - \$215,000 DOQ
First Review: June 5, 2022
Andrew Nieditz, GMP Consultants
Andrew@gmphr.com / 253-732-8081



Proposal

City Manager Recruitment Services



Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!



Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Founded in 2002, Prothman specializes in providing executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western half of the United States. Driven by our passion for local government, we do what we do because we love helping organizations thrive! Having served organizations both large and small, near and far, our entire team believes that no job is too big or too small, we are happy and excited to help.

OUR EXPERTISE

Firsthand Knowledge of Local Government: Our lead consultants have dedicated their careers to local government and joined Prothman upon retiring from their distinguished careers. Our 20 years of recruiting experience, combined with each of our consultants' 30+ years of local government experience, provides our clients with a solid and effective team that can handle any senior level or highly specialized position recruitment.

Recruitment Knowledge and Experience: The Prothman team has conducted over 650 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 7,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

OUTREACH EXPERTS

Our ability to connect to potential candidates is unmatched. Our thorough approach to each recruitment ensures that we are casting the widest net possible to find the right candidate that will fit your needs. Our outreach program includes personal contacts and networking, individual direct mail job announcement campaigns, individual email job announcement campaigns, extensive utilization of social media, thorough advertising placements, and other creative strategies specific to the position.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

CONTACT INFORMATION

Owner/CEO: Sonja Prothman - sonja@prothman.com, 206.368.0050
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: April 27, 2023

COMMITMENT TO PROVIDE SERVICE

Prothman commits to performing all services represented in this proposal.



STATEMENT OF QUALIFICATIONS - PROJECT TEAM

Steve Worthington - Project Lead

Steve joined Prothman in 2012 and brings over 30 years of successful leadership in local government and is currently serving his third four-year term as a Council Member for the City of University Place, Washington, and is now serving as Mayor, as well. Prior to retirement after six years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane Economic Development Council, a member of the Association of Washington Cities Legislative Task Force, and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

Gary Milliman - Project Support

Recognized by the International City/County Management Association (ICMA) with the highly prestigious Career Excellence Award, Gary has served as a City Manager in cities with populations ranging from 2,800 to 105,000 in Oregon and California. Gary retired as City Manager in Brookings, Oregon, and is currently serving as a Senior Advisor for the Oregon City County Management Association. Gary also served as City Manager in the cities of South Gate, Cotati, Fort Bragg and Bell Gardens, California, as well as serving as Southern California Director for the League of California Cities. Having completed an undergraduate degree in journalism, Gary earned a Master of Public Administration degree from the University of Southern California and completed the Senior Executives in State and Local Government program at Harvard University.

Sonja Prothman - Project Support

As owner and CEO, Sonja directs the day-to-day operations of the Prothman Company and has over 17 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the “elected official” side of government – a vital perspective for understanding our clients’ needs. Sonja also brings private sector expertise, having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor’s degree in Communications from the University of Washington.

Barry Gaskins - Project Support

Barry has been a key member of the Prothman team for 18 years and is responsible for office and candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor’s degree from California State University.

Jared Eckhardt - Project Support

Jared has been a key member of the Prothman team for over seven years and is responsible for profile development and candidate outreach. Jared works one-on-one with the client for position profile development and works with Sonja and the lead consultant on each client’s outreach strategies. Jared also functions as recruitment support as a secondary lead consultant on recruitments and special projects. Jared graduated from the University of Washington, earning his BA in Communications.

AVAILABILITY & SCHEDULE

We are ready to start when you are!

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff.

SAMPLE SCHEDULE

Blue highlighted / bolded events represent meetings with the client.

Date	Topic
Weeks of May 1 & 8, 2023	Work Contract. Travel to Sandy or meet via Zoom for stakeholder interviews. Gather information for position profile. Send profile for review and edits.
May 15, 2023	Post Profile and Start Advertising
May 22, 2023	Send Direct Mail
June 11, 2023	Application Closing Date
Weeks of June 12 & 19, 2023	Prothman screens applications & interviews top 6 - 12 candidates
Week of June 26 - 30, 2023	Travel to Sandy for Work Session to review semifinalists and pick finalists, and design final interviews
Week of July 10 or 17, 2023	Travel to Sandy for Final Interview Process

REFERENCES

Jefferson County, OR – Finance Director, HR Manager, Building & Grounds Director, Community Development Director, Health Director, Public Works Director
Contact: Jeff Rasmussen, County Administrative Officer
jeff.rasmussen@co.jefferson.or.us, 541.475.2449

City of Fairview, OR – Engineering Manager, Senior Accountant
Contact: Philip Morley, City Manager
morleyp@ci.fairview.or.us, 503.674.6221

City of McMinnville, OR – City Manager, City Attorney & City Engineer
Contact: Vicki Hedges, HR Manager
vicki.hedges@mcminnvilleoregon.gov, 503.434.7405



EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 21 years. We have worked for small organizations like the City of Yachats, Oregon, (population 1,000), and Morrow County, Oregon, (population 12,000), to medium size cities like McMinnville, Oregon, (population 34,666), to large counties like Clatsop County, Oregon, and King County, Washington. We understand politics, Board and Council dynamics, and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to, and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

Some of our Executive Management Recruitments - In Progress

County Administrator – Morrow County, OR; County Administrator – Hood County, OR; City Administrator – City of Ephrata, WA; Deputy City Manager – City of Tacoma, WA; City Manager – City of Rawlins, WY; Chief Executive Officer – Link Transit, WA; Parks & Recreation Director – City of Loveland, CO; Marine Terminals Business Development Manager – Port of Bellingham, WA; Engineering Manager – City of Fairview, OR.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule
- ◆ Review compensation and decide if a salary survey is needed

Information Gathering and Research (*Soliciting Input*)

We will travel to Sandy and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Manager.

We will:

- ◆ Meet with the City Council
- ◆ Meet with the City Manager
- ◆ Meet with staff, as directed
- ◆ Meet with other stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience and ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position - this is the person we want to reach and recruit. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed regionally and nationally in professional publications, journals and on related websites.
- ◆ **Targeted Direct Mail Brochures** sent to hundreds of highly qualified city and county management professionals who are not actively searching for a new position.
- ◆ **Personal Candidate Outreach** via networking and thousands of personal emails from our database of ICMA city/county management professionals.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per week from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities, and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 5 to 10 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation (*Choosing the Finalists*)

We will prepare and send to you (electronically or hard copy) candidate packets which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Sandy and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews.

We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
 - **Deciding on the Evening Reception**
 - **Deciding on Candidate Travel Expenses**
- ◆ **Background Checks**

Background checks include the following:

 - **References**
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
- ◆ **Candidate Travel Coordination**

After you have identified the travel expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Packets**

The Final Interview Packets include the candidates' application materials and sample interview questions and are the tool that keeps the final interview process organized.
- ◆ **Final Interviews with Candidates**

We will travel to Sandy and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Candidate Evaluation Session:** After the interviews are complete, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or interview sessions if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

5. Warranty

Repeat the Recruitment

If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

6. Guarantee

Replacement Recruitment

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

FEE & EXPENSES

Professional Fee

The fee for conducting a City Manager full recruitment with a one-year guarantee is \$17,500. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing direct mail letters, creating and coordinating the email campaign, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Sandy will be responsible for reimbursing expenses Prothman incurs on your behalf for each recruitment. Expenses for each recruitment include:

- Trade journal, LinkedIn, and associated website advertising (approx. \$1,600 - \$1,900)
- Direct mail announcements (\$1,700)
- Consultant travel: mileage at IRS rate, travel time at \$40 per hour, lodging if needed (approx. \$450 - \$700 per trip)
- Interview Packets and Shipping (approx. \$350 - \$600)
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Equal Opportunity

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, we will do so with the common goal of finding the agency a diverse and qualified pool of candidates.

All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the basis of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. We will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.

EXAMPLE OF POSITION PROFILE



OREGON

COUNTY ADMINISTRATOR

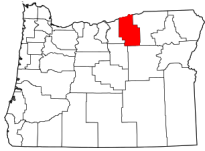
\$126,256 - \$174,762 DOE

(Salary Effective July 1, 2023)
Plus Excellent Benefits

Apply by
May 28, 2023
(First Review, Open Until Filled)



MORROW COUNTY



Nestled in Northern Oregon along the Columbia River, Morrow County is a collective combination of natural agricultural lands, abundant recreational activities, and vast forest, mountain, and river views. With a total population of roughly 12,000, Morrow County covers 2,049 acres of land which encompasses five incorporated cities, 11 unincorporated communities, and a ghost town.

The largest city in Morrow County is the City of Boardman. With a population of roughly 4,400, Boardman is known for its agriculture, food processing, livestock, and recreation opportunities. Due to its location adjacent to the Columbia River, Boardman residents and visitors enjoy river views with public access to sandy beaches, large grass parks, walking trails, and water activities with boat access through the Boardman Marina. Also located in Boardman is the SAGE (Sustainable Agriculture and Energy) Center; an interactive visitor and museum center which highlights the sustainability of the agriculture and energy industry. The center provides hands on exhibits of technology used by local industries and farmers to demonstrate the process of farm to table.



Also located in Boardman is the Port of Morrow, which serves the community with four industrial parks and is prominently known as a food processing center. The Port of Morrow (Port) is the second largest Port (behind the Port of Portland) and is likely the largest single owner of vacant industrial land within the State of Oregon. The Port contributes to the economic competitiveness of Oregon and the United States by serving as the main point for freight distribution, export, and value-added production of agricultural products (grains, root vegetables, cattle, and milk/dairy products) that are primarily grown in Oregon, Washington, Idaho, Montana, and Wyoming.



Over the past several years, the Port of Morrow succeeded in diversifying the local/regional economy by accommodating state-of-the-art clean energy production facilities as well as high technology data centers. Economic sectors now served by the Port of Morrow include agriculture, food processing, livestock, transportation, warehousing, and freight distribution, information, advanced communications, energy, waste management, and recreation.

To the south of Boardman in the foothills of the Blue Mountains in central Morrow County, the County seat of Heppner offers small town living, affordable housing, a mild climate, and close access to outdoor activities. Locals enjoy recreation all year long, especially during the colder months when cross country skiing, snowshoeing, and snowmobiling are possible. The City's close proximity to the Umatilla National Forest and major Morrow County parks allow for activities to extend year-round to include hiking, golfing, fishing, camping, boating and more.

Just 33 miles south of Hepper is Morrow County's OHV (Off Highway Vehicles) Park, which offers visitors 9,000 acres of recreational wonderland. The Park offers multiple camp site areas, children's playgrounds, vast trails for quads, motorcycles and other off-road vehicles, fishing ponds, hiking trails, a golf area, mud pit, public shower and restroom areas, and on-site park staff. Other major Morrow County parks such as Cutsforth Park and Anson Wright Park also offer an abundance of RV camping locations, trail systems for hiking and off-roading, and many BBQ and picnic areas.



THE ORGANIZATION

Operating from offices in the city and county seat, Heppner, Morrow County is governed by a three-member Board of Commissioners serving overlapping four-year terms. The Commissioners serve as the Executive Branch and perform legislative and quasi-judicial functions of the County. The Board of Commissioners is responsible for approving ordinances, adopting the County budget, setting standards for the use of County property, and appointing non-elected officials, boards, commissions, and committees. Morrow County employs approximately 150 FTEs and operates on a FY 22-23 budget of approximately \$80 million including a Capital Improvement Project budget with over \$2 million for future buildings that include a new Circuit Court building and a Public Transit facility, and \$18,095 for the Columbia River Heritage Trail: A Community Millennium Trail. County departments include: Assessment & Tax, Clerk/Elections, County Administration, District Attorney, Emergency Management, Fair Office, Finance, Human Resources, Justice Court, Juvenile Department, Planning, Public Health, Public Works, Sheriff, Surveyor, Public Transit, Treasurer, and Veterans Services.



THE POSITION

Under the direction of the Board of County Commissioners, the County Administrator (CA) is responsible for implementing BOC policy, managing County operations, oversight of the County's budget, and supervisory authority over Department Directors. The person in this position will advise, assist and act as agent as directed by the BOC. The CA has responsibility and authority to assure County functions are carried out efficiently and effectively, and will provide leadership and administrative guidance to all elected and appointed Department Directors and processes as assigned by the BOC.

For a full job description, please view the attachment found [here](#).

OPPORTUNITIES & CHALLENGES

1. The County has three newly serving Commissioners who are bringing new ideas to the County and are eager to work with the County's next County Administrator.
2. The County Administrator will work on several Feasibility Studies challenges. The Feasibility Study includes the Courthouse remodel, a new Circuit Court building, and a rapidly growing County staff. With the growing County Staff, the County will need to prepare for growth in terms of space.
3. The County has a number of rapidly growing communities which present the County with many positive opportunities in the future.

EDUCATION & EXPERIENCE

- A bachelor's degree in business administration or related field, preferably supplemented by a master's degree in business or public administration, or a related field.
- Five (5) years of professional, progressively responsible experience in an administrative, managerial or supervisory capacity which includes experience in budget preparation, personnel administration, and program development, implementation and management.
- Any equivalent combination of experience, education, and training that would allow a candidate to perform the duties of this position will be considered.
- The selected candidate will be required to live within the County.

COMPENSATION & BENEFITS

- **\$126,256 - \$174,762 DOE**
- Excellent Medical, Vision and Dental Insurance (92.5% Employer Paid)
- Life Insurance (\$12,000 Plan) – employer paid
- LTD and AD&D – employer paid
- Potential Hiring Bonus
- Potential Relocation Allowance
- Vacation and Sick Leave – 12 days each per year to start. PTO can be negotiated to be front loaded.
- 12 Paid Holidays
- 40 hours of Administrative Leave per year (extra leave to help alleviate OT worked by exempt employees)
- 401(a) Retirement Plan (Employee 6%, County contributes 9%)
- Voluntary Employee Contribution to Deferred Compensation
- Supplemental AFLAC Products
- Air Life Flight Insurance provided by Morrow County
- A County Cell Phone for Business Use



**For more information on
Morrow County, lease visit:
www.co.morrow.or.us**



Morrow County is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **May 28, 2023** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to www.prothman.com and click on "Open Recruitments", select "**Morrow County, OR – County Administrator**", and click "**Apply Now**", or click [here](#). Resumes, cover letters and supplemental questions can be uploaded once you have logged in. If you are a veteran and wish to request veterans' preference credit, please indicate that in your cover letter, and complete and submit the veterans' preference form posted on the website as instructed on the form.



www.prothman.com

371 NE Gilman Blvd., Suite 310
Issaquah, WA 98027
206.368.0050

EXAMPLE OF INVITE LETTER



ENGINEERING MANAGER

\$85,728 - \$109,428

Plus, excellent benefits.

First Review:
April 30, 2023
(Open Until Filled)

Apply at www.prothman.com

Dear Colleague,

Prothman is currently recruiting for the **Engineering Manager** position for the **City of Fairview, Oregon**. We invite you to review the position details on the back page, and if you find that this position is not right for you, we kindly ask you please pass this on to other professionals you know who may be ready for this next step in their career.

Thank you for your consideration and help!



THE COMMUNITY



The City of Fairview (population 10,451) is located along the Columbia River, 20 minutes east of downtown Portland at the gateway to the natural splendors of the Columbia River Gorge and easy driving distance to Mt. Hood. Fairview is a family-friendly home to residents from diverse backgrounds and cultures. Fairview has experienced impressive population growth in the last 10 years and is poised for continued prosperity. Today, Fairview is home to Fairview Village, a renowned planned community and recipient of the Governor's Livability Award. Connecting neighborhoods and parks with rails and paths, it also offers compact mixed-use space with a diverse mix of residential accommodations, as well as commercial and civic amenities within easy walking or biking distance. Historic Fairview, north of the Village, offers modest homes on quiet streets. Creatively themed, well-maintained local parks provide attractive gathering spaces and host meaningful community events such as Fairview on the Green and several annual holiday celebrations. The City is very proactive in community and economic development. In 2018 the City established an Urban Renewal Agency which is focused on creating a new main street and downtown. Last year the City built and opened the Fairview Food Plaza, a community gathering place with 16 food carts, a large dining hall with a beer and wine bar, and a seasonal farmers market. The City is partnering with a private developer to create the Heart of Fairview on five acres of City property at the corner of Halsey Street and Village Street. A 10,000 square-foot market hall, adjoining commercial spaces, public plaza, greenspace and apartments will create a center of gravity to downtown, and link the main street to the village.

THE CITY

The City of Fairview operates on a FY 2022-23 budget of \$34.6 Million including a General Fund of \$6.75 Million. The Fairview Urban Renewal Agency has a FY 2022-23 budget of \$4.1 Million. The City has approximately 27 FTEs and operates under a Council-Manager form of government with a City Manager, seven elected council members, including the Mayor and one councilor who serves as the Council President.

THE DEPARTMENT & POSITION

The Public Works Department includes Engineering, Operations, Building, Planning and Economic Development, and operates with 14 FTEs and a FY 22-23 budget of \$6.75 Million, plus capital projects. Public Works operates a water utility of City wells, treatment, and distribution; a sewage collection utility; as well as stormwater, streets, and parks. The five-year Capital Improvement Plan lists projects totaling \$34.6 Million.



The Engineering Manager provides a wide variety of technical engineering services at the senior level, requiring substantial professional responsibility and independent judgment pertaining to planning, design, contract administration, construction inspection, program management, policy development, customer service and related matters for sanitary sewer, storm water, potable water, parks, transportation, and environmental compliance. The Engineering Manager will provide project management for a number of high-profile projects for the City, working closely with the Public Works Director and others. The Engineering Manager is a non-represented, FLSA-exempt management position that will supervise the department's Engineering Technician and Office Assistant III, and will assist property owners, developers, and the public in technical matters related to civil engineering. This includes providing information on the regulations, codes, and guidelines that apply to property and projects; as well as technical review and processing of development applications; reviewing plans for conformance with local and regional standards and performing infrastructure inspections for acceptance. Additionally, the Engineering Manager helps review and develop the City's Capital Improvement Plans, and is the City's lead on the Municipal Separate Storm Sewer System program. The Engineering Manager focuses on promoting a positive customer experience and provides services to citizens and applicants in an effective and efficient manner.

Please visit www.prothman.com to review the full position profile and compensation package, and to learn more about Prothman.

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

**City Manager
City of Sandy, Oregon**

April 24, 2023

This proposal is valid for 90 days

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com





April 24, 2023

Angie Welty, Human Resources Director
City of Sandy, Oregon

Dear Ms. Welty,

Thank you for the opportunity to submit this proposal to assist the City of Sandy in your recruitment for a new City Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 43,000 subscribers in all 50 states.
- SGR reaches a broad community of over 14,600 LinkedIn followers and over 2,600 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 5,800 city management professionals.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in many ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent your organization desires, during this uncertain time.

We are happy to provide references upon request. We are excited about the prospect of conducting this recruitment for the City of Sandy, and we are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 39 full-time employees, 3 part-time employees, 21 recruiters, 20 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Maryland, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: <https://sgr.pub/MeetTeamSGR>

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 43,000 subscribers in all 50 states.
- We will send targeted emails to over 5,800 opt-in subscribers to SGR's City Management Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which averages nearly 10,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication

Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and prevents surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>

Project Personnel

Debra Stapleton, Senior Vice President

DebraStapleton@GovernmentResource.com

817-337-8581



Debra Stapleton serves as a Sr. Vice President for SGR's Executive Recruitment. Prior to joining SGR, Debra served as Assistant City Manager for the City of Chandler, Arizona for 23 years. Prior to becoming the Assistant City Manager, she also served as the Human Resources Director and Administrative Services Director.

Before joining the City of Chandler, Debra worked for a Fortune 200 company in various roles in Human Resources including workforce management information systems, training, and organizational development.

Debra holds a Master's in Organizational Management from The University of Phoenix and a BS in business administration from Sacred Heart University in Fairfield, CT.

In her spare time Debra enjoys being with her family, traveling, and reading. Debra also likes to volunteer her time on her Homeowners Association Board and several non-profit organizations.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

- 1. Organizational Inquiry and Analysis**
 - Development of Recruitment Plan and Timeline
 - Individual Interviews with Key Stakeholders
 - Creation of Position Profile Brochure
- 2. Advertising and Marketing, Communication with Applicants and Prospects**
- 3. Initial Screening and Review**
- 4. Search Committee Briefing to Facilitate Selection of Semifinalists**
- 5. Evaluation of Semifinalist Candidates**
 - Written Questionnaires
 - Recorded Online Interviews
 - Media Searches - Stage 1
- 6. Search Committee Briefing to Facilitate Selection of Finalists**
- 7. Evaluation of Finalist Candidates**
 - Comprehensive Media Searches - Stage 2
 - Comprehensive Background Investigation Reports
 - DiSC Management Assessments (supplemental service)
 - First Year Game Plan or Other Advanced Exercise
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (may occur earlier in process)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determination of Terms of an Offer
 - Negotiation of Terms and Conditions of Employment
 - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 43,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, <https://sgr.pub/SGRWebsite>, and on SGR's Job Board, <https://sgr.pub/SGRJobBoard>. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews

SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County warrants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation “log-jams.”

Press Release (if requested)

Until you have “sealed the deal,” you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: <https://sgr.pub/SampleIOPT>.

Projected Schedule

Holidays may affect recruitment schedule.

Task	Weeks
<ul style="list-style-type: none"> Contract Executed Develop Recruitment Plan, Timeline <u>Individual Interviews with Key Stakeholders</u> 	Week 1
<ul style="list-style-type: none"> <u>Deliverable</u>: Position Profile Brochure Search Committee Reviews and Approves Brochure 	Weeks 2-3
<ul style="list-style-type: none"> Advertising and Marketing Accept Applications Communication with Prospects and Applicants 	Weeks 4-7
<ul style="list-style-type: none"> Initial Screening and Review 	Week 8
<ul style="list-style-type: none"> <u>Search Committee Briefing</u> / Select Semifinalists Questionnaires and Recorded Online Interviews Media Searches - Stage 1 	Week 9
<ul style="list-style-type: none"> <u>Deliverable</u>: Semifinalist Briefing Books and Online Interviews 	Week 10
<ul style="list-style-type: none"> <u>Search Committee Briefing</u> / Select Finalist Candidates 	Week 11
<ul style="list-style-type: none"> Comprehensive Media Searches - Stage 2 Comprehensive Background Investigation Reports DiSC Management Assessments (supplemental service) First Year Game Plan or Other Advanced Exercise 	Weeks 12-13
<ul style="list-style-type: none"> <u>Deliverable</u>: Finalist Briefing Books 	Week 14
<ul style="list-style-type: none"> <u>Face-to-Face Interviews</u> Stakeholder Engagement (may occur earlier in process) Deliberations Reference Checks (may occur earlier in process) Negotiations and Hiring Process 	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **\$24,900 ***

** Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses:**
 - **Position Profile Brochure & Marketing - \$1,500**
 - Production of a professional position profile brochure
 - Custom-designed graphics for social media and email marketing
 - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
 - Featured job placement on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
 - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
 - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
 - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
 - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
 - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for \$4,000, plus travel expenses and \$150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

City & County Management Recruitments, 2018-Present

In Progress

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 108,000) - County Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Pearland, Texas (pop. 130,000) - City Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Snyder, Texas (pop. 11,000) – City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2023

- Bristol, Tennessee (pop. 27,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager

- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator

- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager

- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager

- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

CITY MANAGER

Sherwood, Oregon



EXECUTIVE SEARCH
PROVIDED BY





Scene of the Tualatin River National Wildlife Refuge

SHERWOOD, OREGON

THE COMMUNITY

If the City of Sherwood, Oregon, sounds like something out of a fairytale, then just wait until you see it in person. This idyllic 4.1 square mile community is located on the southern edge of the Portland metropolitan area. One of the most beloved parts of Sherwood is the Tualatin River National Wildlife Refuge home to nearly 200 species of birds, over 50 species of mammals, 25 species of reptiles and amphibians, and a wide variety of insects, fish, and plants. People can experience wildlife in their natural habitat and enjoy nature the way it's meant to be.

Sherwood offers quaint shopping and dining in Old Town, 67 acres of gorgeous parkland, high-quality schools, and entertaining arts and cultural events. This is one of the fastest-growing cities in Oregon, with a population of almost 20,000. With this growth comes thriving businesses, modern amenities, and a ranking as the state's 30th largest city — all with the small-town charm and friendliness that defines Sherwood.

An affluent bedroom community located in Oregon Wine Country, Sherwood is recognized for its high quality of life, well-regarded schools, and has been consistently ranked as one of the top five safest cities in Oregon.

New industrial park development is currently underway, primarily in the City's Tonquin

Employment Area, which consists of 200 acres of developable land. The Trammell Crow Company is currently developing a large corporate park consisting of 530,000 square feet of new industrial buildings on 47 acres; Phelan Development is developing three new buildings at 235,000 square feet, and Harsch Investment Properties is preparing an application for the development of 900,000 square feet of new multi-tenant industrial buildings on 60 acres in that area. Other major developments include the Cedar Creek Plaza, mixed-use retail, medical, and senior residential space; a Hampton Inn; and a new 362,000 square feet Sherwood High School. The City has begun planning for the development of the 1,300-acre Sherwood West expansion area, which will include large-scale employment options as well as residential and other developments. The community-owned Sherwood Broadband offers businesses and residents a robust all-fiber optic network.

Residents and visitors alike flock to the Sherwood Robin Hood Festival held in July, which is one of the oldest and most unique community events in Oregon. It features medieval activities including an old-fashioned community parade with Maid Marian and her court, Robin Hood and his Merry Men; the International Archery Tournament alongside archers from Nottingham, England; a wonderful Renaissance Village; a traditional Knighting Ceremony; swordplay and fencing; shows; a Castle

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MAJOR EMPLOYERS

Allied Systems Company
Sherwood School District
Safeway
Target
Providence Medical Group

THE COMMUNITY *continued*

Building Contest; and more. You can also see shows at the Sherwood Center for the Arts and go on their Summer Art Walk. Other events include the Cruisin' Sherwood Car Show, with hundreds of classic and custom cars, and the Sherwood Wine Festival, celebrating Willamette Valley wines, Oregon-made artisan foods, local vendors, and live music.

Sherwood is located in Washington County (population 620,080) with access to State Highway 99 and I-5. Sherwood has a median income of \$103,512, with an average home value of \$527,500.



MISSION STATEMENT

Provide high-quality services for all residents and businesses through strong relationships and innovation in a fiscally responsible manner

CORE VALUES

Citizen Engagement
Community Livability
Community Partnerships
Community Pride
Fiscal Responsibility
Transparent Government
Quality Service
Forward Thinking

GOVERNANCE AND ORGANIZATION

The City of Sherwood operates under a council-manager form of government. The Council comprises the Mayor and six City Councilors, all elected at-large. City Councilors serve four-year terms with a three consecutive term limit. The Mayor serves a two-year term with no term limit. The City Council has various short- and long-term goals focused on economic development, infrastructure, livability, public safety, fiscal responsibility, citizen engagement, and diversity, equity, inclusion, and accessibility (DEIA).

Sherwood's FY 2020-21 annual budget is \$40.1 million and the ad valorem tax rate is \$3.2975 per \$1,000 of valuation. There is no sales tax in Oregon.

ABOUT THE POSITION

CITY OF SHERWOOD'S ADMINISTRATION DEPARTMENT MISSION

To implement the overall policy goals of City Council, by drawing upon the assets of City staff and by utilizing the resources within the community.

Appointed by and reporting to the Mayor and City Council, the City Manager is the chief administrative and executive officer of the City, responsible for the day-to-day operations of the organization and its 122-member workforce. Current direct reports include members of the Department Leadership team who oversee: Public Works, Community Services, Community Development, Information Technologies/Sherwood Broadband, Finance, Police, City Recorder, Human Resources, and an Executive Assistant.

Additional primary responsibilities include:

- Research, analyze and provide accurate, timely, and highly responsible policy advice to the Mayor and City Council that aligns with the core values, goals, and priorities established by the Board.
- Lead capital improvement and strategic planning activities; keep the Mayor and Council abreast of project status and consult, as needed, to ensure key initiatives stay on track.
- Plan, direct, and coordinate through Sherwood's leadership team, the work plan for the City; assigning projects and programmatic areas of responsibility to ensure successful completion of City Council goals.
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Oversee the development and administration of the annual City Budget; actively directing the forecasting of funds needed for staffing, technology, and materials; controlling expenditures and keeping the City Council fully informed regarding the economic performance of the City.
- Develop and maintain positive and productive working relationships with local government agencies and other external stakeholders.



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KEY PRIORITIES AND PROJECTS

- **Economic Development** – With its proximity to the Greater Portland Metropolitan area and high quality of life, the City of Sherwood is a sought-after location for prospective developers and residents alike. Single and multi-family homes comprise 79% of Sherwood’s assessed valuation with only approximately 8% of residents working within the City. As a result, the City Council has established Economic Development as its top priority. Sherwood’s new City Manager will be an integral part of ensuring the successful execution of strategies to support new commercial/industrial development and diversification of the City’s tax base.
- **CIP/Infrastructure Planning & Implementation** – The new City Manager will work with the City Council to prioritize infrastructure needs to support Sherwood’s Economic Development goals. High priority projects include pedestrian connectors between Sherwood East and West, expansion of Sherwood Broadband Utility service, evaluation of Urban Growth Boundary Expansion options, and engagement with the Urban Renewal Agency (URA).
- **Citizen Engagement** – Sherwood’s new City Manager will lead efforts to develop and implement a proactive City communications plan to keep residents informed, increase transparency, and promote community engagement. This program should feature the implementation of a new website platform, citizen surveys, and other innovative methods to maximize inclusiveness.
- **Fiscal Stewardship** – The incoming City Manager will be expected to possess strong financial acumen and balance fiscal stewardship with the overall needs of the community, employing strategies that support the City’s ability to continue delivering high-quality municipal services.
- **Operational Efficiency & Continuous Improvement** – Optimizing the use of process improvements and technology to enable Departments to advance best business practices for the benefit of the organization and the residents of Sherwood is a high priority. The next City Manager should be comfortable with exploring innovative approaches to address organizational and community issues and subsequently lead efforts to prioritize projects to ensure successful strategy implementation.
- **Regional Partnerships** – Sherwood’s City Manager will build upon and strengthen existing relationships with community partners (i.e., School District, Washington County, Tualatin Valley Fire & Rescue, YMCA, Chamber of Commerce, etc.) to meet the evolving needs of residents.

IDEAL CANDIDATE

The successful candidate for this role will have demonstrated success in strategic and visionary planning, innovation, responsiveness, and empowerment of a strong, seasoned, and committed leadership team.

Additional attributes of the ideal candidate include:

- Ability to lead with courage and conviction, exhibit decisiveness, and advance the collective direction of the Council.
- Track record of fostering a culture of learning, mentorship, recognition, accountability, and professional growth.
- A proactive, effective, honest, and transparent communicator.
- Someone who can provide and articulate the City's vision, be forward-thinking, and anticipate potential issues.
- A leader who values business principles for management and operations while also understanding how to successfully navigate and achieve in a public sector setting.
- Command of project management principles and methodologies.
- Ability to successfully manage change in challenging circumstances.
- A servant leadership mentality with a passion for public service; a genuine and accessible "people person" who will seek out opportunities to engage with members of the Sherwood team and community.



EDUCATION AND EXPERIENCE

The minimum educational requirement for this position is a bachelor's degree in a relevant field from an accredited college or university. A master's degree, ICMA-CM, and/or CPM is highly desirable. The City is seeking candidates with five or more years of experience as a City Manager, Deputy City Manager, Assistant City Manager or senior-level public administrator in a full-service city or comparable organization of similar size and complexity to Sherwood.

COMPENSATION AND BENEFITS

The target hiring range for this position is \$146,000 to \$185,000, depending on qualifications. Candidates are encouraged to discuss their specific compensation needs with the Recruiter. The City also offers a comprehensive benefit package including medical, dental and vision coverage; enrollment in the Oregon Public Employees Retirement System (with 6% employee contribution); and generous paid leave. Complete benefit details will be provided later in the application process.



APPLICATION PROCESS

Please apply online: <http://bit.ly/SGROpenRecruitments>

Qualified candidates are invited to include a letter of introduction accompanied with their resume. For more information on this position contact:

Lynn Barboza, Senior Vice President
LynnBarboza@governmentresource.com
702-423-2905



The City of Sherwood is an equal opportunity employer dedicated to a policy of non-discrimination. It is the policy of the City of Sherwood to grant hiring and promotion preference to qualified and disabled veterans in accordance with ORS 408.230. Applicants selected as finalists for this position will be subject to a comprehensive background check.

RESOURCES

City of Sherwood
sherwoodoregon.gov

Sherwood Economic Development
sherwoodoregon.gov/economicdevelopment

Sherwood Comprehensive Plan
sherwoodoregon.gov/planning/page/comprehensive-plan-ii

Sherwood Chamber of Commerce
sherwoodchamber.org

Washington County Visitors Association
wcva.org

SOCIAL MEDIA



**Agreement for Executive Recruitment Services
for City Manager
between**

Strategic Government Resources, Inc. ("SGR")
and
City of Sandy, Oregon ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = \$24,900*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between \$1,750 and \$2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
 - **Position Profile Brochure & Marketing - \$1,500**
 - Production of a professional position profile brochure
 - Custom-designed graphics for social media and email marketing
 - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
 - Featured job placement on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
 - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
 - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
 - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
 - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
 - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (not included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for \$1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of \$1,000 per half-day and \$1,500 per full day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - \$750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - \$225 per candidate.
- Comprehensive media reports - \$500 per candidate.
- Background investigation reports - \$400 per candidate.
- Reference checks - \$225 per candidate.
- DiSC Management Profile - \$175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - \$1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2023 by and between

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

City of Sandy, Oregon

Printed Name: _____

Title: _____



Staff Report

Meeting Date: May 15, 2023
From Josh Soper, City Attorney
SUBJECT: Interim City Manager Contract

DECISION TO BE MADE:

Whether to approve an employment contract for Interim City Manager.

BACKGROUND / CONTEXT:

With the upcoming vacancy of the City Manager position, the City Council determined to appoint an Interim City Manager while a recruitment is conducted for the permanent appointment.

On April 17, the City Council accepted the Council workgroup's and Mayor's recommendation to appoint Deputy City Manager Tyler Deems as Interim City Manager and negotiate a temporary employment contract.

SUGGESTED MOTION LANGUAGE:

"I move to approve the temporary employment contract with Tyler Deems for executive city management services as Interim City Manager, as provided in the agenda packet."

LIST OF ATTACHMENTS/EXHIBITS:

1. Employment Contract

TEMPORARY EMPLOYMENT CONTRACT

A CONTRACT between THE CITY OF SANDY, OREGON (“City”) and TYLER DEEMS (“Employee”).

WHEREAS, City and Employee believe it is in their mutual interest to enter a written contract setting out their understandings concerning the Employee’s provision of executive city management service for the City as the Interim City Manager.

1. Term

Employee shall be hired in a limited term assignment beginning May 31, 2023 through the expiration date of November 30, 2023, unless otherwise extended by mutual agreement of the parties or terminated as set forth in Section 5 below. Any agreement to extend this Contract by the City Council is in the City Council’s sole and absolute discretion. At the expiration of this Contract, Employee will return to his position as Deputy City Manager.

2. Employee Duties

The scope of Employee’s duties and time of performance 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 Contract as if fully set forth.

3. Compensation and Benefits

- A. City agrees to pay Employee \$12,554 per month in wages, payable on the same schedule as it pays the City’s regular employees, subject to all withholdings required by law. This pay rate shall be effective for the entire pay period for any pay period during which Employee serves one or more days as Interim City Manager.
- B. City agrees that Employee will receive cost of living adjustments to said wages at the same time and on the same basis as all regular unrepresented City employees.
- C. City agrees that Employee will continue to receive a data allowance in the amount of \$60 per month.
- D. Employee shall be entitled to take and be compensated for any City observed holiday occurring while he is employed during the term of this contract.
- E. City agrees to pay the premiums for Employee’s health care benefits in the same manner as it does all regular unrepresented City employees.
- F. City agrees that Employee shall accrue sick and vacation time at the same rate as other Department Directors and that Employee shall be eligible for all other benefits that Department Directors receive pursuant to the Employee Handbook.
- G. City agrees to provide workers’ compensation insurance coverage for Employee consistent with the City’s Employee Handbook Section 6.5.
- H. Employee will receive Public Employee Retirement Benefits (PERS) consistent with state law and consistent with Employee Handbook Section 6.9.
- I. Upon expiration or termination of this Contract, regardless of cause, City will

provide Employee with a single lump sum bonus payment based on the total length of time Employee served as Interim City Manager under this Contract, in the amount of \$1,500 per calendar month, which shall be prorated by day for any partial months.

4. Supervision and Control

Employee shall report to the City Council in the carrying out and implementation of his duties. Employee will have the authority granted the City Manager by Chapter 2.08 of the Sandy Municipal Code.

5. Separation

- A. Resignation. Employee may resign at any time with 30 days advance written notice to the Mayor.
- B. Termination and Removal. Employee is an at-will employee serving at the pleasure of the City Council under Chapter 2.08 of the Sandy Municipal Code.
 - i. The City Council may terminate this Contract at any time before the expiration date, with or without cause, by a majority vote of its members after 10 days advance written notice to Employee.
 - ii. In the event this Contract is terminated before the expiration date without cause, the Employee shall return to his position as Deputy City Manager.
 - iii. For the purpose of this Section 5, "cause" exists when:
 - a. Employee fails or refuses to comply with the written policies, standards and regulations of City now in existence or that may be established hereafter by the City Council after receiving notice of the violation(s) and an opportunity to respond to said violation(s);
 - b. City has reasonable cause to believe Employee has committed fraud, misappropriated City funds, goods or services to either their own or some other private benefit;
 - c. The City Council believes Employee has committed (either by omission or commission) any misconduct which the Council reasonably believes is detrimental to the City or its interests; or
 - d. Employee fails to faithfully or diligently perform their duties as City Manager.

6. Law of Oregon

This Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

7. Indemnification

Consistent with the Oregon Tort Claims Act, City shall defend, hold harmless, and indemnify the Employee against any claim or legal action arising out of the Employee's discharge of his duties under this Contract and within the scope of his employment.

8. Mediation/Trial

Should any dispute arise between the parties to this Contract, 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 Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Oregon City, 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 a party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

9. Conflict of Interest

Employee shall not engage in any activity, business or transaction or have a financial or personal interest or association, direct or indirect which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of his duties under this Contract.

10. Leave

All time off will be approved and scheduled with the Council's designee.

11. Assignment.

The Employee may not assign any interest in this Contract and shall not transfer any interest in the same.

12. Modification

Any modification of the provisions of this Contract shall not be effective unless be reduced to writing and signed by the parties.

13. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

14. Integration and Severability

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. If any clause, sentence or section of this Contract is found to be illegal or unenforceable, such clause, sentence or section so found shall be regarded as though it were not part of this Contract and the remaining parts of this Contract shall be fully binding and enforceable by the parties hereto.

Signature Page Follows

EMPLOYEE

CITY OF SANDY

Tyler Deems Date

Stan Pulliam, Mayor Date

Exhibit A

Duties of the Interim City Manager shall include those duties set forth under Chapter 2.08 of the Sandy Municipal Code, including but not limited to the following:

- supervise and direct the overall management, administration and direction of City operations;
- the negotiation, execution and administration of City contracts within budget appropriations pursuant to City policy and ordinance;
- providing policy advice to elected officials;
- maintaining open communications with the community to foster both responsive and courteous public services;
- work toward achieving goals set by the City Council; and
- such other duties as the City Council may, from time to time, assign.

The Interim City Manager is expected to be available during the City's normal business hours Monday-Friday and to attend all City Council work sessions, regular meetings, and other meetings as requested by the Council.