

City of Sandy

Agenda

City Council Meeting

Meeting Location: City Hall- Council Chambers, 39250
Pioneer Blvd., Sandy, Oregon 97055

Meeting Date: Monday, April 1, 2019

Meeting Time: 6:00 PM



Page

1. WORK SESSION 6PM

2. ROLL CALL

3. AGENDA

3.1. Agenda Review

3.2. Community Campus Direction Follow Up

4. ADJOURN WORK SESSION

5. REGULAR COUNCIL MEETING 7PM

6. PLEDGE OF ALLEGIANCE

7. ROLL CALL

8. CHANGES TO THE AGENDA

9. PUBLIC COMMENT

10. CONSENT AGENDA

10.1. Award Contract for Bluff Road Rehabilitation Project
[Award Contract for Bluff Road Rehabilitation Project - Pdf](#)

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10.2.	Intergovernmental Agreement with Clackamas County for Community Development Block Grant (CDBG)	6 - 25
	<u>Approval of IGA with Clackamas County for Community Development Block Grant - Pdf</u>	

11. NEW BUSINESS

11.1.	Arbor Week Proclamation	26 - 28
	<u>Arbor Week Proclamation - Pdf</u>	
11.2.	Planning Commission Appointment	29
	<u>Planning Commission Appointment - Pdf</u>	

12. REPORT FROM THE CITY MANAGER

13. COMMITTEE /COUNCIL REPORTS

14. STAFF UPDATES

14.1.	<u>Monthly Reports</u>	
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15. ADJOURN



Staff Report

Meeting Date: April 1, 2019

From Mike Walker, Public Works Director

SUBJECT: Award Contract for Bluff Road Rehabilitation Project

Background:

Bids were opened for this project on March 14th. A total of four bids were received and all were deemed responsive. A tabulation of the bids received and a Recommendation of Award are attached. This project was previously let for bid in May, 2018 and we received no bids. The project will consist of reconstructing the street base and surfacing of Bluff Rd. between US 26 and Hood St. and streetscape improvements including sidewalks, street trees, streetlighting and drainage improvements on the west side of Bluff to mirror the improvements on the east side of the street. In order to avoid interference with middle and high school traffic no lane closures may take place prior to June 13th and all work must be substantially complete prior to August 30th.

Recommendation:

Award the Alternate "A" contract for the Bluff Rd. Rehabilitation Project to CivilWorks NW in the amount of \$284,978

Budgetary Impact:

There are sufficient funds in the Street Maintenance budget (funded by the \$0.02/gallon local fuel tax) for this project.

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

ENGINEER'S RECOMMENDATION

DATE: March 18, 2019
FROM: Hassan A. Ibrahim, P.E.
Curran-McLeod Consulting Engineers, Inc.
TO: Mr. Mike Walker, City of Sandy

**PROJECT: CITY OF SANDY
BLUFF ROAD STREET REHABILITATION**

On Thursday, March 14, 2019, the City solicited and received a total of four (4) bids on Bluff Road Street Rehabilitation project as listed below. A detailed tabulated summary of the pricing from all bidders is attached to this letter starting with the lowest bid received from CivilWorks NW, Inc.

No.	Bidder	Total Bid Cost W/ Schedule "A"	Total Bid Cost W/ Schedule "B"
1.	CivilWorks NW, Inc.	\$284,978.00	\$293,759.00
2.	Brix Paving Northwest, Inc.	\$312,557.24	\$329,141.20
3.	D&D Concrete & Utilities	\$323,945.00	\$319,085.00
4.	S-2 Contractors, Inc.	\$331,734.00	\$359,336.00

BID REVIEW:

Each bid was reviewed for compliance with the requirements listed in the contract documents. All submitted bids were reviewed for conformance to the bid requirements to include mathematical correctness and entries, acknowledgment of addenda, bonding information, first-tier subcontractor disclosure form and execution of the bid. **CivilWorks NW, Inc.** has been determined to be the lowest responsive, responsible bidder substantially complying with the requirements of the solicitation documents for both schedules of the work.

The low bidder, **CivilWorks NW, Inc.** is a familiar name and has a good record with the Construction Contractors Board and we are not aware of any concerns, pre-qualified with the Department of Transportation. We have worked with CivilWorks NW, Inc. on many successful projects of similar scope over the years in the City and Cities throughout the metropolitan area.

Engineer's Recommendation
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SUMMARY & RECOMMENDATION:

After review of all the bids received and supporting information, we recommend the City of Sandy accepts and award the Bluff Road Street Rehabilitation project (schedule "A") to the low responsive and responsible bidder, **CivilWorks NW, Inc.** in the amount of Two-Hundred Eighty-Four Thousand Nine-Hundred Seventy-Eight and 00/100 Dollars (**\$284,978.00**). The actual award is subject to approval of the City Council.

Upon the City's concurrence, we will deliver to CivilWorks NW, Inc. three (3) fully complete of the counterparts Contract Documents for Execution.



Staff Report

Meeting Date: April 1, 2019

From Mike Walker, Public Works Director
Approval of IGA with Clackamas County for Community

SUBJECT: Development Block Grant

Background:

In March, 2018 the City was awarded a \$75,000 Community Development Block Grant (CDBG) through Clackamas County to replace non-compliant ADA ramps in the area south of US 26, east of Meinig Ave., west of Langensand Rd. and north of Gary St. Most of the ramps in this area were constructed in the 1970's and 80's when standards for ADA ramps were non-existent or at best inconsistent. CDBG funds may only be used in Low-Moderate income areas designated by the Block Grant program (see map). There are approximately 60 ramps in this area in need of replacement (see map). As part of the City's match the City Engineer, Curran-McLeod will prepare the contract documents and specifications for the work. City staff will perform the demolition of the existing ramps and a contractor selected by the County will construct the new, ADA-compliant ramps. We hope to be able to construct 25 to 30 ramps with the grant proceeds.




Recommendation:

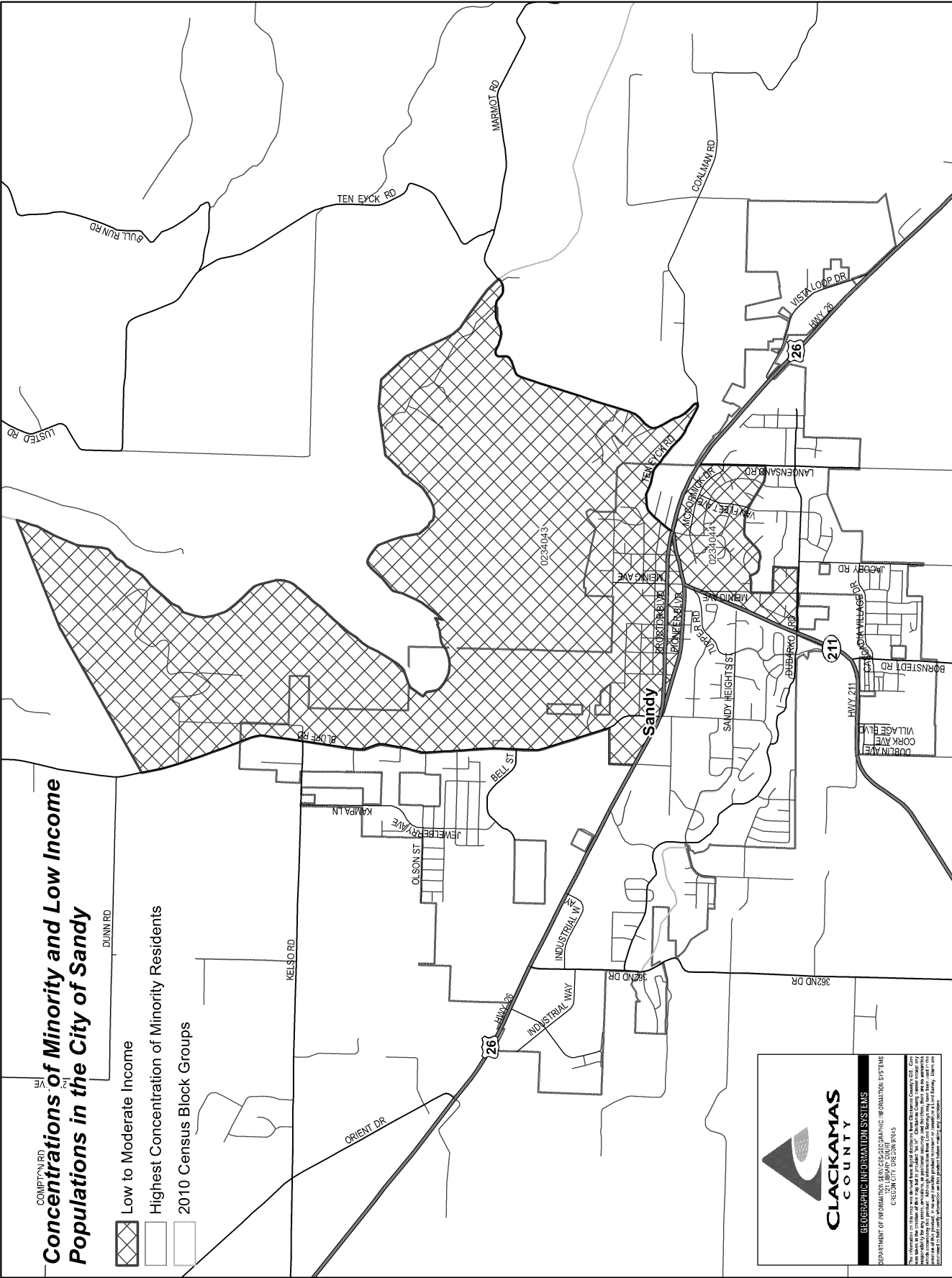
Authorize staff to sign the IGA with Clackamas County.

Budgetary Impact:

There are sufficient funds in the Street Fund to cover the preparation of Contract Documents and demolition of the existing, non-compliant ramps.

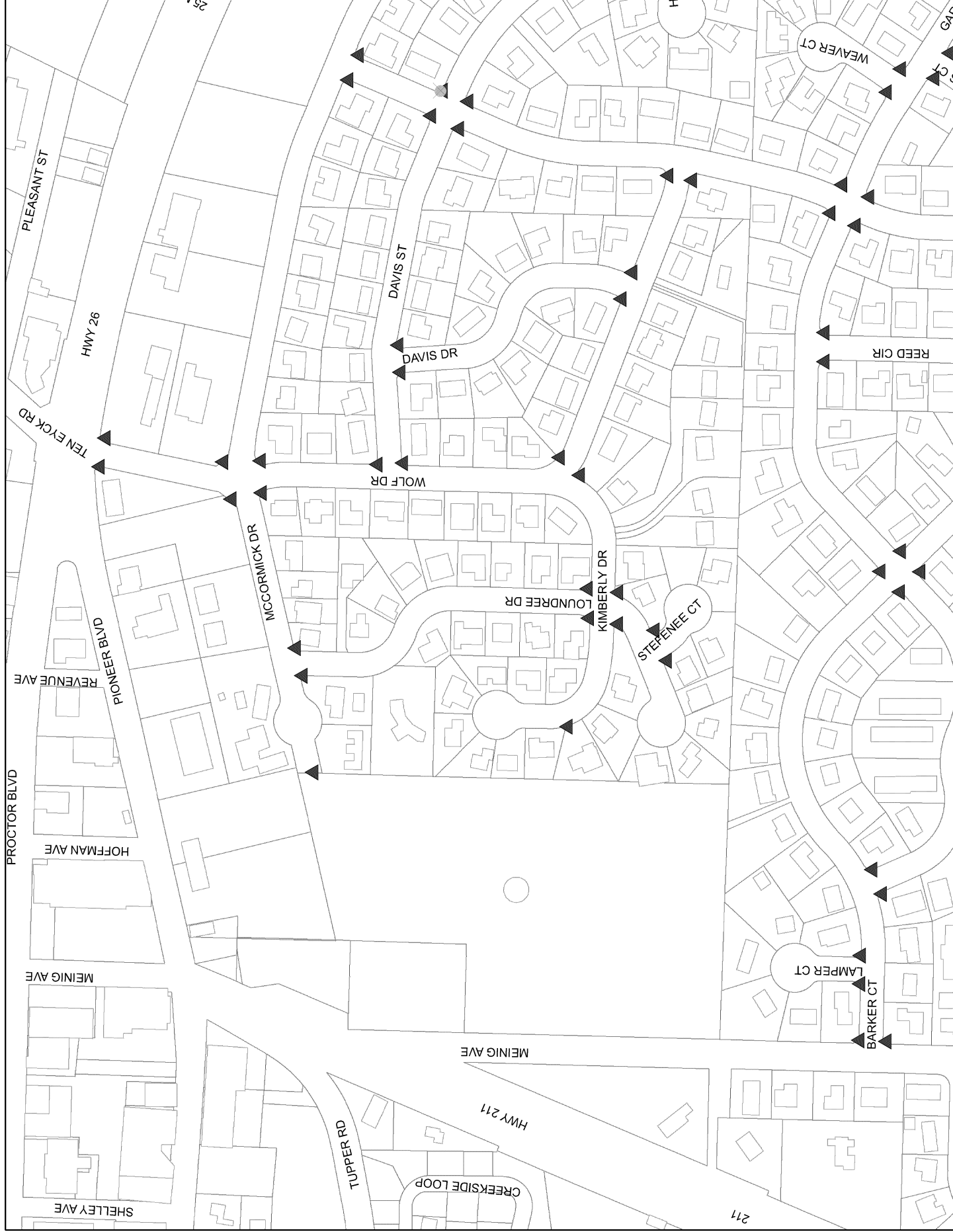
Concentrations of Minority and Low Income Populations in the City of Sandy

-  Low to Moderate Income
-  Highest Concentration of Minority Residents
-  2010 Census Block Groups



CLACKAMAS COUNTY
 GEOGRAPHIC INFORMATION SYSTEMS
 DEPARTMENT OF INFORMATION SERVICES
 CLACKAMAS COUNTY
 ECONOMIC DEVELOPMENT

This information was derived from digital data provided by Clackamas County, OR. The user assumes all responsibility for the accuracy, completeness, and timeliness of the information. Clackamas County is not responsible for any errors or omissions in this information. Clackamas County is not liable for any damages, including consequential damages, arising from the use of this information. Clackamas County is not responsible for any information that is not current or that is otherwise inaccurate. Clackamas County is not responsible for any information that is not current or that is otherwise inaccurate. Clackamas County is not responsible for any information that is not current or that is otherwise inaccurate.



INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF SANDY

I. Background

- A. This Intergovernmental Agreement (this “Agreement”) is entered into between Clackamas County, acting by and through its Housing and Community Development Division (“COUNTY”) and the City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the **SE Sandy ADA Improvements** project which includes design and re-construct between 20 and 30 existing ADA wheelchair ramps on public streets within the CITY. This project will only building in Low-Mod Area, as required by U.S. Department of Housing and Urban Development (“HUD”) These improvements are herein referred to as the “PROJECT.”
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (“CDBG”) funds using two requirements of HUD which are eliminating Architectural Barriers, and/ or making improvements in an Low-Mod Area Activity. The service area for the PROJECT is defined as U.S. Census Tract XXX (Steve to complete) Block Group X (Steve to complete) and shown on the map included in Attachment A, attached hereto and incorporated by reference.

For good and valuable consideration, the receipt of which is hereby acknowledged, COUNTY and CITY agree as follows:

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.

3. The CITY shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall hire a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. The Engineer may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The CITY shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect to the

COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

- g. The CITY shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
- (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts.
 - (v) File a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.

7. Upon completion of the PROJECT, the CITY:

- a. Agrees and promises to repay the COUNTY all amounts incurred by the COUNTY under the contract for construction of the PROJECT, subject to the terms and conditions of this Agreement;
- b. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward;
- c. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities; and
- d. Agrees to indemnify, defend, and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, following completion and assumption of the PROJECT by the CITY. The City's obligations under this subsection shall survive termination of this Agreement.

8. The CITY agrees to maintain ownership of the property for the life of the PROJECT.

B. Under this Agreement, the responsibilities of the COUNTY will be as follows:

1. The COUNTY will appropriately bid and contract for construction of the PROJECT and, with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest
2. The COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;

1. Twenty percent (20%) of the total cost of the construction contract for the PROJECT, or
 2. All costs which exceed available CDBG funds budgeted (**\$75,000**) for the PROJECT.
- C. In addition to the CITY's contribution for the total cost of the PROJECT, the City will contribute the cost of engineer services. However, the CITY shall credit 15% of the final cost of engineering toward the CITY's contribution to the total cost of the construction contract for the PROJECT.
- D. The CITY agrees to repay the COUNTY for costs incurred under the construction contract for the PROJECT in the following manner:
1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.
 2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Larry Crumbaker
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
 3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
 4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, B.

IV. Liaison Responsibility

Mike Walker, will act as liaison from the CITY for the PROJECT. Steve Kelly will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- C. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

The parties' obligations under this subsection shall survive termination of this Agreement.

- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.

- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds the PROJECT, including funds from HUD, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved for the PROJECT.

- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of

1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in 24 CFR 570.208 for the term of this Agreement; or

2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- D. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (10) years after completion of the PROJECT.
- E. This Agreement may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY resulting from material failure by the CITY to comply with any term of this Agreement; or
 3. Mutual agreement by the COUNTY and CITY.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof. Any claim, action, or suit between CITY and COUNTY that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

XI. Waiver

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

CITY OF SANDY

39250 Pioneer Blvd.
Sandy, Oregon 97055

CLACKAMAS COUNTY

Chair Jim Bernard
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board.

Stan Pulliam, Mayor

Richard Swift, Director
Health, Housing & Human Services
Department

Date

Date

=====

ATTACHMENT A (1)
CDBG Performance Measures Report

FOR THE PERIOD: JULY 1, 2018 TO JUNE 30, 2019

Project Name: SE Sandy ADA Improvements Project

The Service Area for this project is contained within Census Tract _____ Block Group __ of the City of Sandy portion of this Block Group is ____% Low- and Moderate-Income.

Choose all that apply:

of persons _____ with new access to this Public Facility or Infrastructure Improvement

of persons _____ with improved access to Public Facility or Infrastructure Improvement

#of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

See Attached Project Map Area:

ATTACHMENT A(2)

Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT A (2) - Project Map Area

ATTACHMENT B - CDBG Project Matching Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the SE Sandy ADA Improvements Project (City of Sandy):

2018-19 CDBG Funds	\$75,000 (max.)
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SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____
_____	\$ _____

Prepared By: (Print name)

Signature

Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(**b**) (**4**) or (**5**), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.



Staff Report

Meeting Date: April 1, 2019
From Thomas Fisher,
SUBJECT: Arbor Week Proclamation

Background:

The City of Sandy has been part of the Tree City USA community for the past 14 years. One of the standards for keeping our Tree City USA recognition is to have an Arbor Week Proclamation & Observance. In Oregon the first full week of April is celebrated as Arbor Week. The City of Sandy will be having a tree planting party on April 6th at 10:00am at Timberline Park.



WHERE INNOVATION MEETS ELEVATION

Arbor Week Proclamation

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

Whereas, the State of Oregon recognizes the first full week in April as Arbor Week, and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal, and

Whereas, the City of Sandy is now recognized as a Tree City USA by the National Arbor Day Foundation and desires to expand its tree-planting and stewardship practices.

NOW, THEREFORE, I, Stan Pulliam, Mayor of the City of Sandy, do hereby proclaim April 7th through 13th, 2019 as

ARBOR WEEK

In the City of Sandy, and urge all citizens to celebrate Arbor Week and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well being of this and future generations.

Dated, this 1st day of April, 2019

Mayor: _____

You're invited to our 14th Annual

Arbor Week Celebration

The City of Sandy invites you to celebrate Arbor Week by planting trees in Timberline Park. Join us to help celebrate trees during Arbor Week!

Refreshments will be provided!!

Where: Timberline Park
(39600 Wall St.)

When: April 6th, 2019

Time: 10:00am – 11:00am





Staff Report

Meeting Date: April 1, 2019

From Karey Milne, Recorder Clerk

SUBJECT: Planning Commission Appointment

Background:

The Planning Commission had a vacancy as of December 26, 2018. Council asked that the opening be listed, applications accepted and for a committee of Council Members and the Planning Commission Chair hold interviews for that process. That committee consisted of Chairman Jerry Crosby, Mayor Stan Pulliam, Councilor Jeremy Pietzold and Councilor Carl Exner. Interviews were held March 5, 2019.

Recommendation:

The Committee recommends Council to appoint Christopher Mayton to the Planning Commission for position 6 with a term ending December 31, 2019