

City of Sandy

Agenda

City Council Meeting

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

Meeting Date: Monday, September 17, 2018

Meeting Time: 7:00 PM



Page

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. CHANGES TO THE AGENDA

4. PUBLIC COMMENT

5. ORDINANCES

5.1. Open a Public Hearing - Sandy Community Campus Right-of-Way Vacation

5.2. Sandy Community Campus Right-of-Way Vacation

3 - 39

Staff recommends the City Council hold a public hearing to take testimony on the proposed annexation. In addition, staff recommends the Council adopt Ordinance 2018-28 by title only approving the request as submitted.

[- Pdf](#)

5.3. Close Public Hearing - Sandy Community Campus Right-of-Way Vacation and make a motion.

"Make a motion to adopt Ordinance 2018-28 by title only approving the requested right-of-way vacation per File No. 18-029 VAC."

6. NEW BUSINESS

6.1. Bi-Lateral Compliance Agreement with State of Oregon Drinking Water Services

40 - 52

Move to authorize the Mayor to sign the Bi-Lateral Compliance agreement on behalf of the City.

[Staff Report - Bi-Lateral Compliance Agreement with State of Oregon Drinking Water Services](#)

- 6.2. Energy Savings Performance Contract (ESPC) audits for Streetlighting Costs and Water Meter Accuracy

53 - 64

Authorize staff to enter into an agreement with McKinstry for the streetlighting and water meter accuracy audits.

[Proposals for Streetlighting and Water Meter Accuracy Audits - Pdf](#)

7. CONSENT AGENDA

8. REPORT FROM THE CITY MANAGER

9. COMMITTEE REPORTS

10. COUNCIL REPORTS

11. STAFF UPDATES

- 11.1. [Monthly Reports](#)

12. ADJOURN



Staff Report

Meeting Date: September 17, 2018

From James Cramer, Associate Planner

SUBJECT:

Background:

The applicant, the City of Sandy, Oregon, requests a Type IV right-of-way (ROW) street vacation of four street segments totaling 72,085 square feet. The street segments are as followed:

- Alt Avenue, between Pleasant and Park Street; 16,500 square feet
- Hood Street, between Alt and Smith Avenue; 12,500 square feet
- Park Street, between Strauss Avenue and extending 99.70 feet east of Smith Avenue; 34,985 square feet (note: the right-of-way does not extend to Meinig Avenue)
- Smith Avenue, extending 162 feet south from the Smith/Park intersection; 8,100 square feet

Should the request be approved the title to the right-of-way area being vacated will be dedicated to the lands bordering on such area in equal portions. Ownership of the vacated right-of-way will be transferred to the City of Sandy, OR and the Oregon Trail School District and through separate processes be platted into each owner's respective parcel boundaries.

Recommendation:

Staff recommends the City Council hold a public hearing to take testimony on the proposed annexation. In addition, staff recommends the Council adopt Ordinance 2018-28 by title only approving the request as submitted.

"I make a motion to adopt Ordinance 2018-28 by title only approving the requested right-of-way vacation per File No. 18-029 VAC."

Financial Impact:

None.

ALT AVENUE

EXHIBIT 'A'

A tract of land being all that portion of Alt Avenue lying between Blocks 10, 14, 15, and 16 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and being a portion of Alt Avenue lying between the Southerly boundary line of Park Street and the Northerly boundary line of Pleasant Street located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof, said corner being the Point of Beginning;

Thence Southerly along the East boundary line of said Blocks 16 and 10 and a portion of vacated Hood Street, vacated per Book 211 Page 274, Clackamas County Deed Records 530.00 Feet to the Southeast corner of said Block 10;

Thence Easterly 50.00 along the North line of Pleasant Street to the Southwest corner of said Block 14;

Thence Northerly 210.00 Feet along the West boundary line of said Block 14 to the Northwest corner thereof;

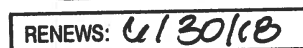
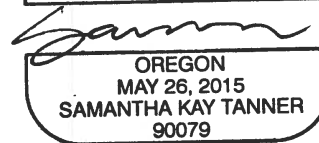
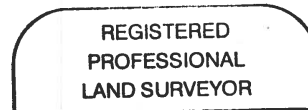
Thence continuing Northerly 50.00 Feet to the Southwest corner of said Block 15;

Thence continuing Northerly 270.00 Feet along the West boundary of said Block 15 to the Northwest corner thereof;

Thence Westerly along the South right of way line of Park Street 50.00 Feet to said Point of Beginning.

Containing 16,500 Square Feet, more or less

See Exhibit 'B' for map of described area.





REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON MAY 26, 2015
 SAMANTHA KAY TANNER 90079
 RENEWS 6/30/18

EXHIBIT 'B'

SHOWING THAT PORTION OF ALT AVE. TO BE VACATED FOR THE CITY OF SANDY
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
 T 2S, R 4E, WILLAMETTE MERIDIAN
 COUNTY OF CLACKAMAS, STATE OF OREGON

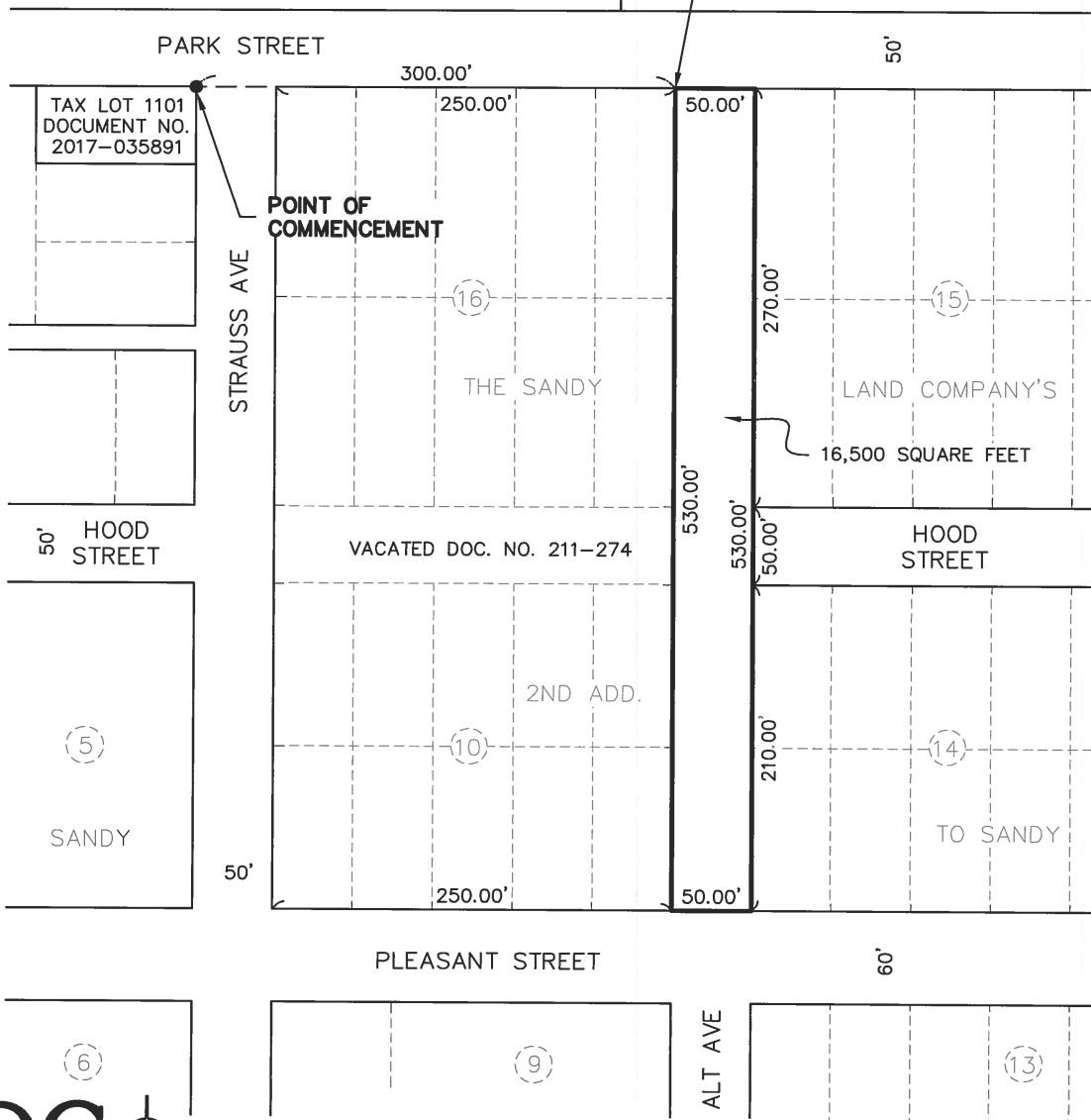
LEGEND

● FOUND 1" IRON PIPE

TAX LOT 100
 BOOK 470 PAGE 680
 JUNE 30, 1953

POINT OF BEGINNING

TAX LOT 101
 DOCUMENT NO.
 2017-016105



Firwood Design Group, LLC
 SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
 TROUTDALE, OREGON 97060

BUS: (503) 668-3737 + FAX: (503) 668-3788

SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
 PLOT DATE: 03-12-18

HOOD STREET

EXHIBIT 'A'

A tract of land being all that portion of Hood Avenue lying between Blocks 14 and 15 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and being a portion of Hood Avenue lying between the Easterly boundary line of Alt Avenue and the Westerly boundary line of Smith Avenue located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Southeast corner of that tract of land described in Document No. 2012-031125, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Southwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records;

Thence continuing Easterly 250.00 Feet along the south line of said Block 16 to the Southeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Southwest corner of said Block 15, said corner being the Point of Beginning;

Thence continuing Easterly along the south line of said Block 15, said line also being the North right of way line of Hood Street, 250.00 Feet to the Southeast corner of said Block 15;

Thence Southerly along the West right of way of Smith Ave 50.00 Feet to the Northeast corner of Block 14 of said Plat;

Thence leaving said right of way and heading Westerly along the North line of said Block 14, said line also being the South right of way line of said Hood Street, 250.00 Feet to the Northwest corner of said Block 14;

Thence Northerly along the East right of way line of Alt Avenue 50.00 Feet to said Point of Beginning.

Containing 12,500 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

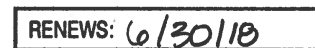
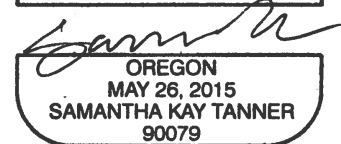
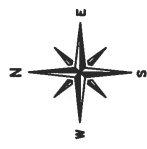


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 VACATED FOR THE CITY OF SANDY
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
 T 2S, R 4E, WILLAMETTE MERIDIAN
 COUNTY OF CLACKAMAS, STATE OF OREGON



1" = 100'

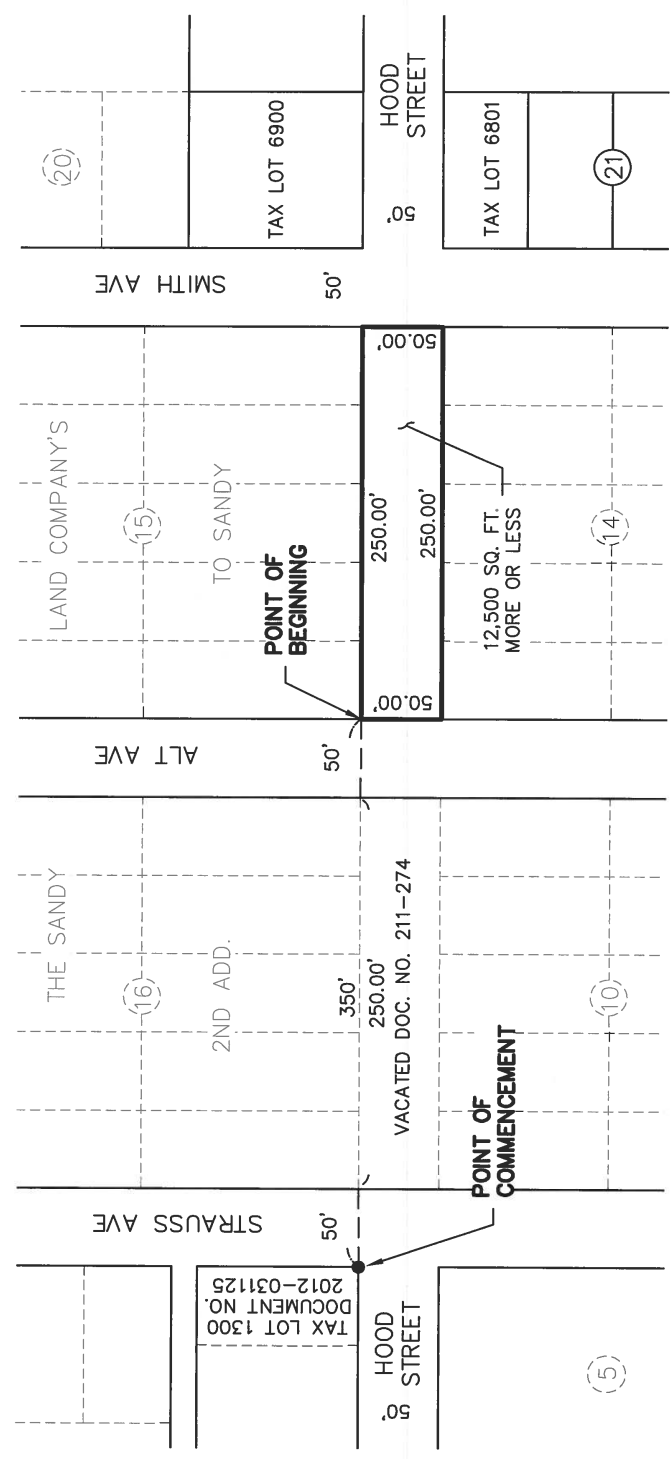
LEGEND

- FOUND 1" IRON PIPE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Samantha Kay Tanner
 OREGON
 MARY KAY TANNER
 SAMANTHA KAY TANNER
 90079

RENEWS 6/30/18



Firwood Design Group, LLC
 SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
 TROUTDALE, OREGON 97060

BUS: (503) 668-3737 + FAX: (503) 668-3788

SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
 PLOT DATE: 03-02-18

PARK STREET

EXHIBIT 'A'

All that portion of Park Street that lies between the North Boundary line of Blocks 15, 16, and 20 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and the North line of the Southeast Quarter of the Northwest Quarter of Township 2 South, Range 4 East, Section 13, and being a portion of Park Street that lies East of the Easterly Boundary of Strauss Avenue located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records, said corner being the Point of Beginning;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of Block 15 of said Plat;

Thence continuing Easterly along the North line of said Block 15 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of Block 20 of said Plat;

Thence continuing Easterly along the north line of said Block 20 a distance of 99.70 Feet to the Northeast corner thereof;

Thence Northerly along the East line of said Plat, Clackamas County Plat Records 50.00 Feet to the Northeast corner thereof;

Thence Westerly along the South line of those tracts of land described in Book 470 Page 680 dated June 30, 0953 and Document Number 2017-016105, both of Clackamas County Deed Records 699.70 Feet more or less to a point on the south line of said Book 470 Page 680 at the intersection of the Northerly extension of the East right of way line of Strauss Avenue, said point being 50.00 northerly of the Northwest corner of said Block 16;

Thence Southerly along the East right of way line of Strauss Avenue 50.00 Feet to said Point of Beginning.

Containing 34,985 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079

RENEWS: 6/30/18



LEGEND

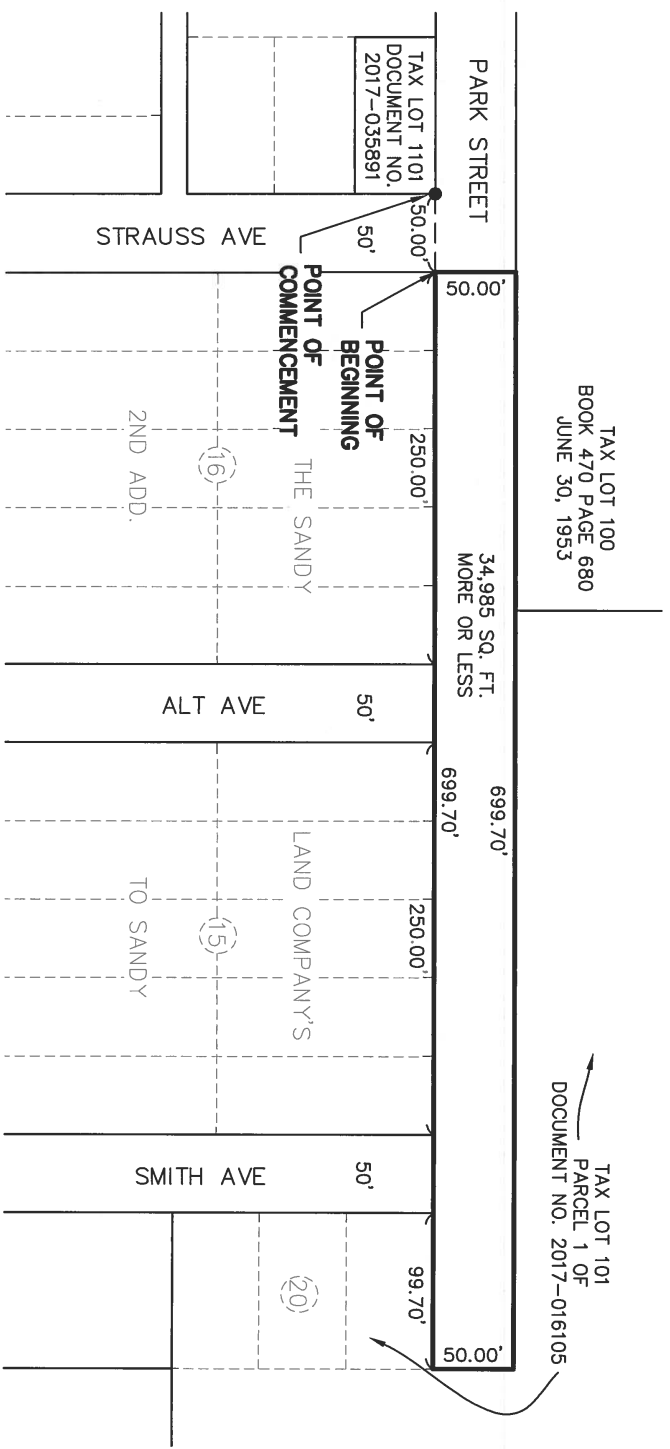
- FOUND 1" IRON PIPE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 28, 2015
SAMANTHA KAY TANNER
90079
RENEWS 6/30/18

EXHIBIT 'B'

SHOWING THAT PORTION OF PARK STREET TO BE
VACATED FOR THE CITY OF SANDY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
T 2S, R 4E, WILLAMETTE MERIDIAN
COUNTY OF CLACKAMAS, STATE OF OREGON



FDG

Finwood Design Group, LLC
SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
TROUTDALE, OREGON 97060
BUS: (503) 666-3737 + FAX: (503) 666-3788

SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
PLOT DATE: 03-02-18

SMITH AVENUE

EXHIBIT 'A'

A tract of land being all that portion of Smith Avenue lying between Blocks 15 and Lots 1, 2, and 3 of Block 20 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records, said corner being the Point of Beginning;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of said Block 15;

Thence continuing Easterly along the North line of said Block 15 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of said Block 20;

Thence Southerly 162.00 Feet along the West boundary line Lots 1, 2, and 3 of said Block 20 to the Northwest corner of that tract of land described in Document Number 2017-018935;

Thence Westerly parallel to the North line 50.00 Feet to a point 162.00 Feet Southerly of and on the East boundary line of said Block 15;

Thence Northerly 162.00 Feet along the West boundary line of said Block 15 to said Point of Beginning.

Containing 8,100 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner
OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079

RENEWS: 6/30/18

EXHIBIT 'B'

SHOWING THAT PORTION OF SMITH AVE. TO BE
 VACATED FOR THE CITY OF SANDY
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
 T 2S, R 4E, WILLAMETTE MERIDIAN
 COUNTY OF CLACKAMAS, STATE OF OREGON

REGISTERED
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Samantha Kay Tanner
 OREGON
 MAY 26, 2015
 SAMANTHA KAY TANNER
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LEGEND

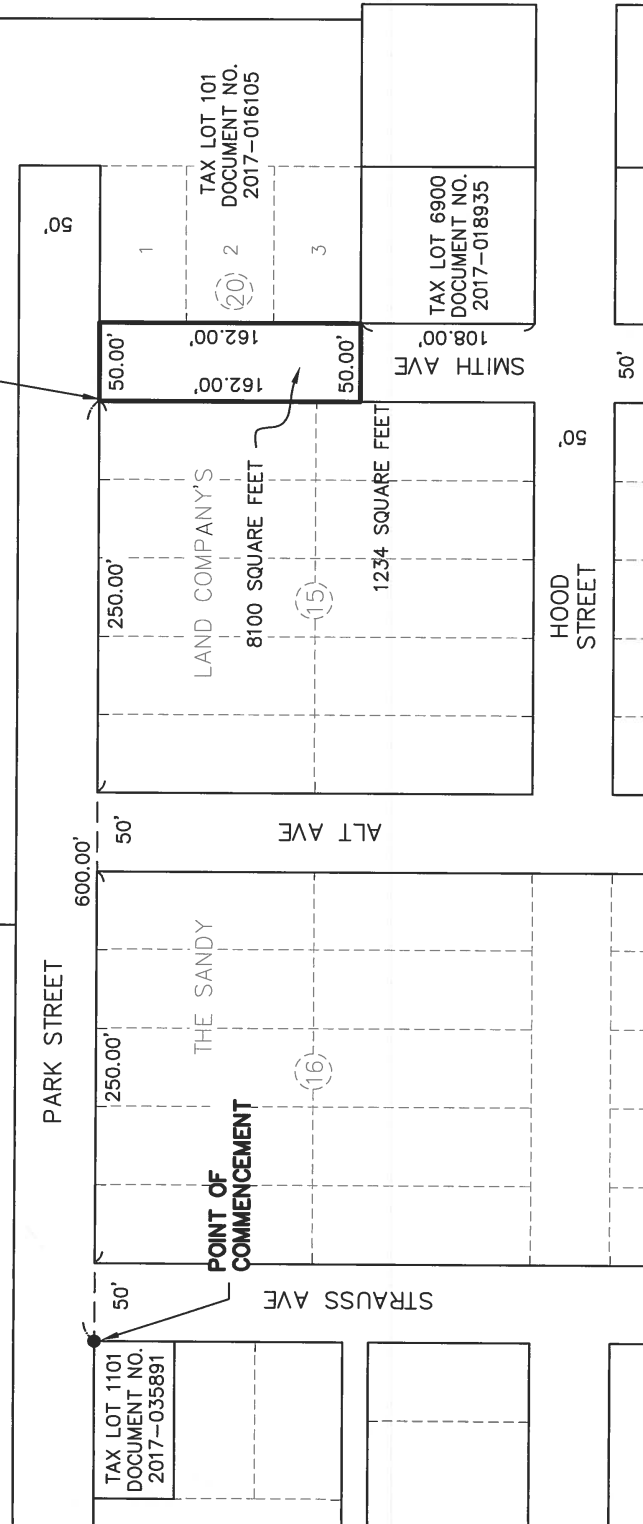
- FOUND 1" IRON PIPE

TAX LOT 100
 BOOK 470 PAGE 680
 JUNE 30, 1953

TAX LOT 101
 DOCUMENT NO.
 2017-016105



1" = 100'



SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
 PLOT DATE: 03-02-18

359 E HISTORIC COLUMBIA HIGHWAY
 TROUTDALE, OREGON 97060

BUS: (503) 668-3737 + FAX: (503) 668-3788



Firwood Design Group, LLC
 SURVEYING + ENGINEERING + PLANNING

SUBJECT: File No. 18-029 VAC – Sandy Community Campus Right-of-Way Vacation

AGENDA DATE: September 17, 2018

Application Complete: July 5, 2018
120-Day Deadline: November 2, 2018

DEPARTMENT: City Council

STAFF CONTACT: James A. Cramer, Associate Planner

EXHIBITS:

Applicant's Submittals

- A. Land Use Application
- B. Supplemental Land Use Application No. 1 & 2
- C. Mailing Labels for Notifying Property Owners
- D. Vicinity Map
- E. Alt Avenue Land to be Vacated
- F. Hood Street Land to be Vacated
- G. Park Street Land to be Vacated
- H. Smith Avenue Land to be Vacated

Agency Comments

- I. Manuel Garcia, PGE

Public Comments

None

City Submitted Documents

- J. 18-029 VAC Sandy Community Campus Planning Commission Staff Report

I. BACKGROUND

A. APPLICABLE CRITERIA & REVIEW STANDARDS

Sandy Development Code: 17.12 Procedures for Decision Making; 17.18 Processing Applications; 17.20 Public Hearings; 17.22 Notices.

Oregon Revised Statutes: Chapter 271 Use of Public Lands, Easements Public Lands; 271.110 Notice of Hearing; 271.120 Hearing; 271.130 Vacation on City Governing Body's Own Motion

B. PROCEEDING

In conformance with the standards of Chapter 17 of the Sandy Municipal Code (SMC) this application is processed as a Type IV, Quasi-Judicial Land Use Decision. Additionally, the application has been processed to meet the requirements set forth in ORS Chapter 271.

C. FACTUAL INFORMATION

1. **APPLICANT/PROPERTY OWNER:** City of Sandy, Oregon
2. **LEGAL DESCRIPTION:** Existing right-of-way with no assigned tax lot information.
3. **PROPOSAL:** The applicant, the City of Sandy, Oregon, requests a Type IV right-of-way (ROW) street vacation of four street segments totaling 72,085 square feet. The street segments are as followed:
 - Alt Avenue, between Pleasant and Park Street; 16,500 square feet
 - Hood Street, between Alt and Smith Avenue; 12,500 square feet
 - Park Street, between Strauss Avenue and extending 99.70 feet east of Smith Avenue; 34,985 square feet (*note: the right-of-way does not extend to Meinig Avenue*)
 - Smith Avenue, extending 162 feet south from the Smith/Park intersection; 8,100 square feet

Should the request be approved the title to the right-of-way area being vacated will be dedicated to the lands bordering on such area in equal portions. Ownership of the vacated right-of-way will be transferred to the City of Sandy, OR and the Oregon Trail School District and through separate processes be platted into each owner's respective parcel boundaries.

4. **SITE LOCATION:** Various right-of-way segments located in and surrounding the Sandy Community Campus and Sandy Grade School properties.
5. **SITE SIZE:** A total of 72,085 square feet (1.65 acres).
6. **SITE DESCRIPTION:** The right-of-way segments proposed to be vacated equate to a total of 72,085 square feet. The right-of-way segments have historically been incorporated into the Oregon Trail School District's Cedar Ridge Middle School and Sandy Grade School campus site planning. In a portion of Alt Avenue/Hood Street an aquatic center was constructed and in a portion of the Hood Street right-of-way segment the middle school gym was constructed.
7. **COMPREHENSIVE PLAN DESIGNATION:** Medium Density Residential
8. **ZONING DISTRICT DESIGNATION:** R-2, Medium Density Residential

D. PREVIOUS LAND USE DECISIONS: The right-of-way segments have historically been incorporated into the Oregon Trail School District's Cedar Ridge Middle School and Sandy Grade School campus site planning. The site of the Middle School campus is now owned and operated by the City of Sandy, Oregon and it is intended to be the site of a future community campus to serve residences and area visitors. Upon this site, a portion of Alt Avenue/Hood Street has the existing aquatic center constructed and in a portion of the Hood Street right-of-way a segment of the gym (previous Middle School, currently vacant) was constructed.

II. ANALYSIS OF CONFORMANCE – OREGON REVISED STATUTES

Chapter 271.100 Use and Disposition of Public Lands Generally; Easements

1. ORS 271.110 Notice of Hearing

- A. The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.
- B. Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, “Notice of Street Vacation,” “Notice of Plat Vacation” or “Notice of Plat and Street Vacation,” as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.
- C. The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor.

***RESPONSE:** A Notice of Public Hearing detailing the proposed vacation, Planning Commission and City Council dates as well as instructions on how to submit written comments was published in the Sandy Post on Wednesday August 8 and 15, 2018. On Thursday, August 9, 2018 city staff placed a sign at two locations (the intersections of Pleasant St./Alt Ave. and Hood St./Smith Ave.). The signs included the heading, “Notice of Street Vacation”, along with a detailed description of the proposed vacation, Planning Commission and City Council hearing dates as well as staff’s contact information and instructions on how to submit written comments. The petition was made by the City of Sandy and all publication expenses were paid for accordingly.*

2. ORS 271.120 Hearing

At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If

such matters are determined in favor of the petition the governing body shall by ordinance, make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

RESPONSE: *Planning Commission will hear the proposed petition on Monday, August 27, 2018. At his hearing the Planning Commission will make a recommendation to be heard by City Council on Monday, September 17, 2018. Should the petition be approved then city staff shall draft an ordinance for approval detailing the decision made by the governing body.*

3. 271.130 Vacation on City Governing Body's Own Motion

- A. The city governing body may initiate vacation proceedings authorized by ORS [271.080 \(Vacation in incorporated cities\)](#) and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS [271.110 \(Notice of hearing\)](#), but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS [271.080 \(Vacation in incorporated cities\)](#), object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.
- B. Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.
- C. No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.
- D. Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.

RESPONSE: *The two parties affected by the street vacation petition are the City of Sandy, Oregon and the Oregon Trail School District (OTSD). While written consent has not been provided by OTSD, close communication with the OTSD Superintendent*

has been made with regards to the proposed street vacation. Notice has been provided per ORS 271.110 (Notice of Hearing) and has been detailed within this report. The proposed street vacation will not substantially affect the market value of the subject property nor has a final decision regarding the proposal been made prior to set hearing dates.

The four street segments to be vacated intersect and are parallel to one another meeting Criteria B above. No ordinance shall be passed prior to the city recording officer certifies all city liens and all taxes have been paid on the lands to be vacated.

III. SUMMARY

Historically the proposed land to be vacated has been incorporated into Oregon Trail School District site planning. In order to encourage orderly growth the City of Sandy, Oregon proposes to vacate four street segments to legally incorporate them in the overall site planning for the existing sites (OTSD Grade School campus and City owned property for the future Sandy Community Campus).

The proposed street vacation has been processed per the Oregon Revised Statutes Chapter 271, notified the proposal accordingly and will hold two public hearings to provide an opportunity for any opposition to be heard. Should the proposal be approved it shall be approved via ordinance and the title to the right-of-way area being vacated will be dedicated to the lands bordering on such area in the original plat in equal portions.

IV. PLANNING COMMISSION ACTION

The proposed right-of-way street vacation was presented to the City of Sandy's Planning Commission on Monday August 27, 2018. At this meeting Planning Commission voted (6:0) to forward the proposed right-of-way street vacation to City Council with a recommendation for approval.

V. RECOMMENDATION

Staff recommends the City Council hold a public hearing to take testimony on the proposed annexation. In addition, staff recommends the Council adopt Ordinance 2018-28 by title only approving the request as submitted.

SUBJECT: File No. 18-029 VAC – Sandy Community Campus Right-of-Way Vacation

AGENDA DATE: August 27, 2018

Application Complete: July 5, 2018
120-Day Deadline: November 2, 2018

DEPARTMENT: Planning Division

STAFF CONTACT: James A. Cramer, Associate Planner

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Should the request be approved the title to the right-of-way area being vacated will be dedicated to the lands bordering on such area in equal portions. Ownership of the vacated right-of-way will be transferred to the City of Sandy, OR and the Oregon Trail School District and through separate processes be platted into each owner's respective parcel boundaries.
4. **SITE LOCATION:** Various right-of-way segments located in and surrounding the Sandy Community Campus and Sandy Grade School properties.
5. **SITE SIZE:** A total of 72,085 square feet (1.65 acres).
6. **SITE DESCRIPTION:** The right-of-way segments proposed to be vacated equate to a total of 72,085 square feet. The right-of-way segments have historically been incorporated into the Oregon Trail School District's Cedar Ridge Middle School and Sandy Grade School campus site planning. In a portion of Alt Avenue/Hood Street an aquatic center was constructed and in a portion of the Hood Street right-of-way segment the middle school gym was constructed.
7. **COMPREHENSIVE PLAN DESIGNATION:** Medium Density Residential
8. **ZONING DISTRICT DESIGNATION:** R-2, Medium Density Residential

D. PREVIOUS LAND USE DECISIONS: The right-of-way segments have historically been incorporated into the Oregon Trail School District's Cedar Ridge Middle School and Sandy Grade School campus site planning. The site of the Middle School campus is now owned and operated by the City of Sandy, Oregon and it is intended to be the site of a future community campus to serve residences and area visitors. Upon this site, a portion of Alt Avenue/Hood Street has the existing aquatic center constructed and in a portion of the Hood Street right-of-way a segment of the gym (previous Middle School, currently vacant) was constructed.

II. ANALYSIS OF CONFORMANCE – OREGON REVISED STATUTES

Chapter 271.100 Use and Disposition of Public Lands Generally; Easements

1. ORS 271.110 Notice of Hearing

- A. The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.
- B. Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.
- C. The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor.

***RESPONSE:** A Notice of Public Hearing detailing the proposed vacation, Planning Commission and City Council dates as well as instructions on how to submit written comments was published in the Sandy Post on Wednesday August 8 and 15, 2018. On Thursday, August 9, 2018 city staff placed a sign at two locations (the intersections of Pleasant St./Alt Ave. and Hood St./Smith Ave.). The signs included the heading, "Notice of Street Vacation", along with a detailed description of the proposed vacation, Planning Commission and City Council hearing dates as well as staff's contact information and instructions on how to submit written comments. The petition was made by the City of Sandy and all publication expenses were paid for accordingly.*

2. ORS 271.120 Hearing

At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance, make such determination a matter of record and vacate such plat or street;

otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

RESPONSE: *Planning Commission will hear the proposed petition on Monday, August 27, 2018. At his hearing the Planning Commission will make a recommendation to be heard by City Council on Monday, September 17, 2018. Should the petition be approved then city staff shall draft an ordinance for approval detailing the decision made by the governing body.*

3. 271.130 Vacation on City Governing Body's Own Motion

- A. The city governing body may initiate vacation proceedings authorized by ORS [271.080 \(Vacation in incorporated cities\)](#) and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS [271.110 \(Notice of hearing\)](#), but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS [271.080 \(Vacation in incorporated cities\)](#), object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.
- B. Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.
- C. No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.
- D. Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.

RESPONSE: *The two parties affected by the street vacation petition are the City of Sandy, Oregon and the Oregon Trail School District (OTSD). While written consent has not been provided by OTSD, close communication with the OTSD Superintendent has been made with regards to the proposed street vacation. Notice has been provided per ORS 271.110 (Notice of Hearing) and has been detailed within this*

report. The proposed street vacation will not substantially affect the market value of the subject property nor has a final decision regarding the proposal been made prior to set hearing dates.

The four street segments to be vacated intersect and are parallel to one another meeting Criteria B above. No ordinance shall be passed prior to the city recording officer certifies all city liens and all taxes have been paid on the lands to be vacated.

III.SUMMARY

Historically the proposed land to be vacated has been incorporated into Oregon Trail School District site planning. In order to encourage orderly growth the City of Sandy, Oregon proposes to vacate four street segments to legally incorporate them in the overall site planning for the existing sites (OTSD Grade School campus and City owned property for the future Sandy Community Campus).

The proposed street vacation has been processed per the Oregon Revised Statutes Chapter 271, notified the proposal accordingly and will hold two public hearings to provide an opportunity for any opposition to be heard. Should the proposal be approved it shall be approved via ordinance and the title to the right-of-way area being vacated will be dedicated to the lands bordering on such area in the original plat in equal portions.

IV.RECOMMENDATION

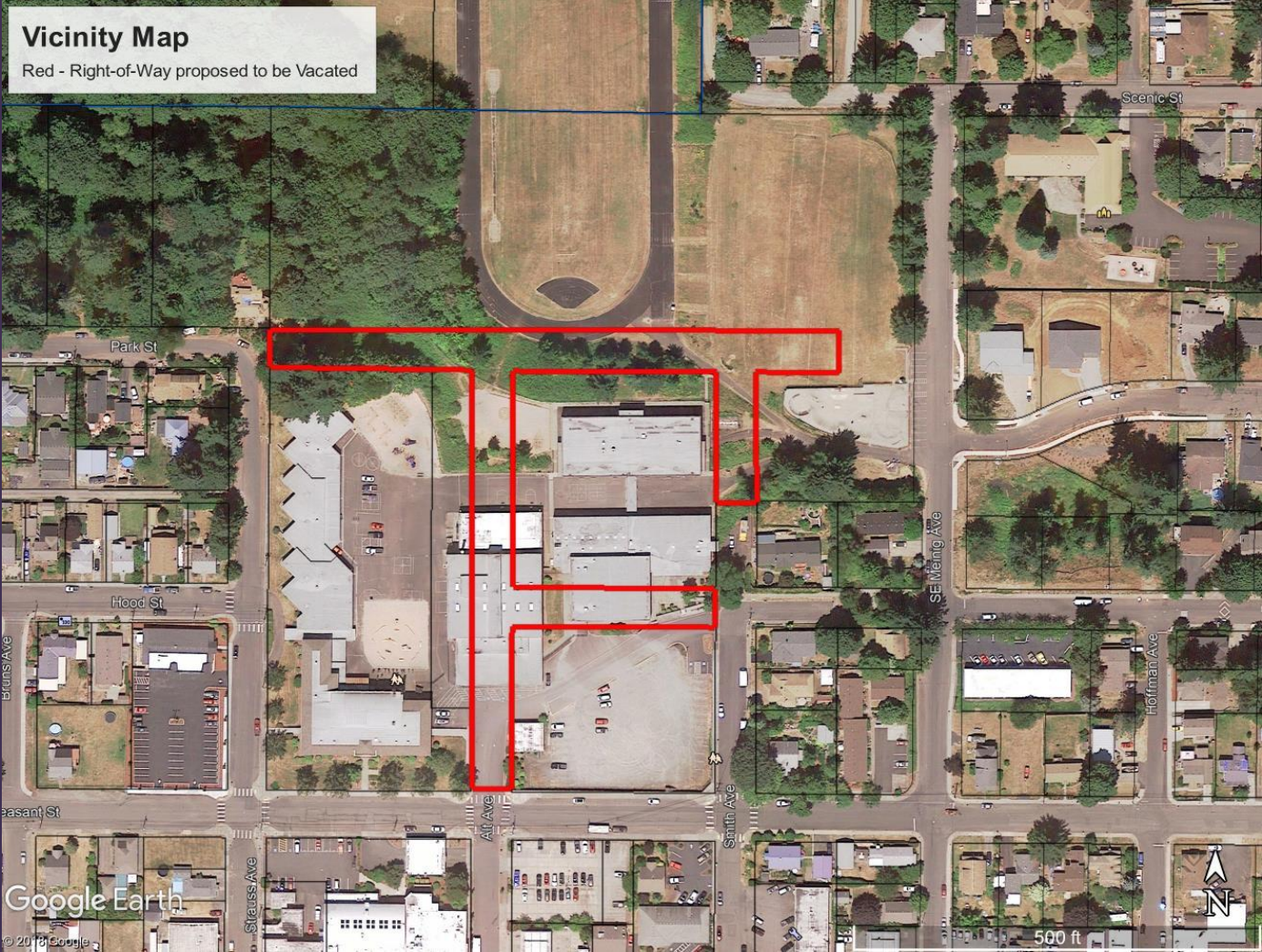
It is hereby recommended that Planning Commission forward the petition to City Council with a recommendation for approval.

**Case No. 18-029 VAC
Sandy Community Campus
Right-of-Way Vacation**

CC Meeting 9/17/18

Vicinity Map

Red - Right-of-Way proposed to be Vacated



Background

- Four street segments totaling 72,085 square feet. The street segments are as followed:
 - Alt Avenue, between Pleasant and Park Street; 16,500 square feet
 - Hood Street, between Alt and Smith Avenue; 12,500 square feet
 - Park Street, between Strauss Avenue and extending 99.70 feet east of Smith Avenue; 34,985 square feet (*note: the right-of-way does not extend to Meinig Avenue*)
 - Smith Avenue, extending 162 feet south from the Smith/Park intersection; 8,100 square feet
- Historically part of the Sandy Grade School and Cedar Ridge Middle School campuses and not utilized as public ROW
- The future Sandy Community Campus Property (City owned) and Sandy Grade School campus are the only affected parties.

Analysis

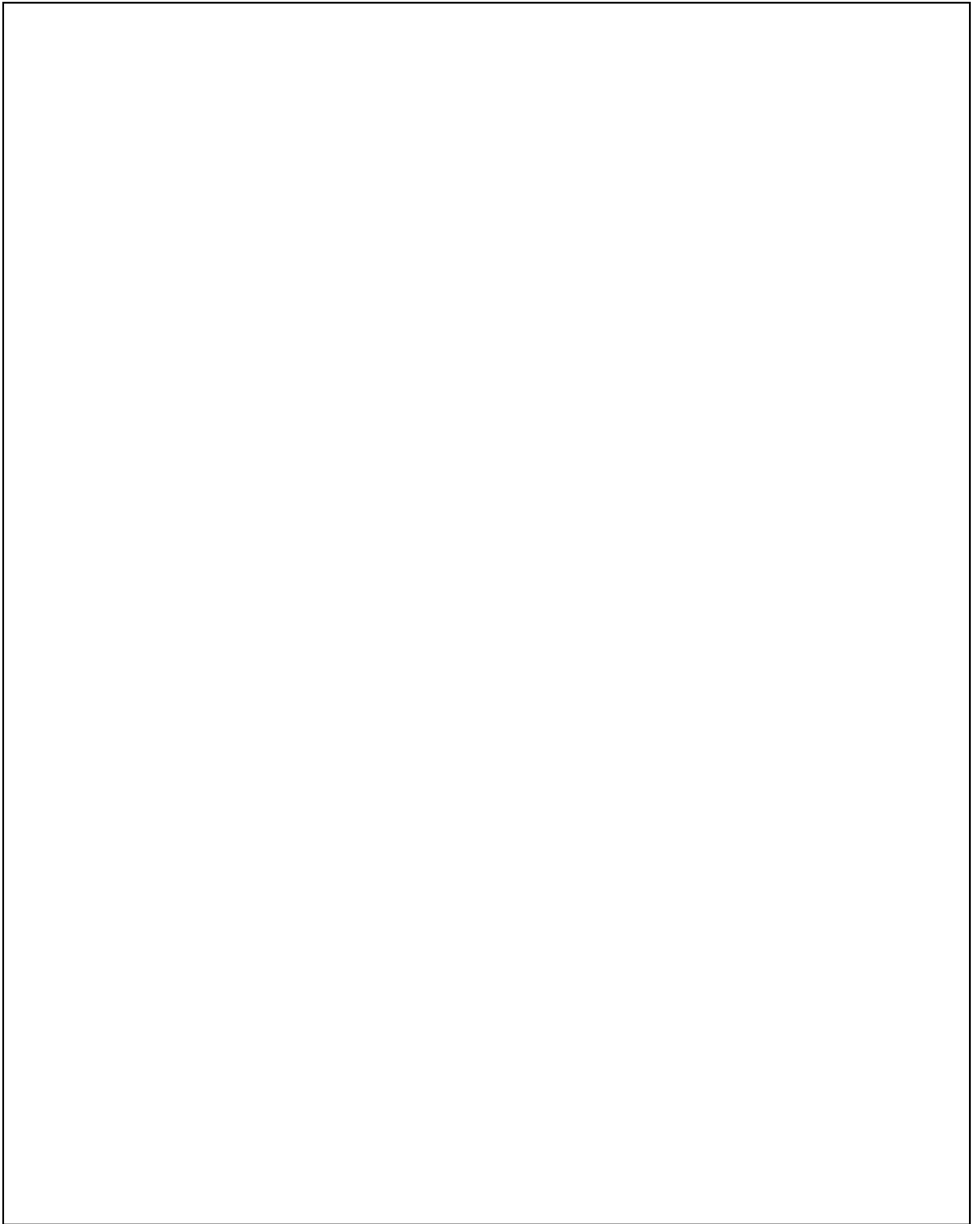
- **ORS 271.110 Notice of Hearing:** met via notice in Sandy Post on August 8th and 15th and signs posted at the site on August 9th.
- **ORS 271.120 Hearing:** met via PC meeting 8/27/18, tentative CC meeting 9/17/18 with ordinance to follow approval.
- **ORS 271.130 Vacation on City Governing Body's Own Motion:** met via completion of notices, communication with OTSD Superintendent and the proposed streets being parallel and/or perpendicular. No ordinance approved at this point.

Planning Commission Recommendation

Planning Commission voted (6:0) to forward the petition to City Council with a recommendation for approval.

Recommendation

Staff recommends the Council adopt Ordinance 2018-28 by title only approving the request as submitted.





NO. 2018-28

AN ORDINANCE APPROVING THE VACATION OF FOUR SEGMENTS OF STREET RIGHT-OF-WAY TOTALING 72,085 SQUARE FEET.

WHEREAS, the City of Sandy, Oregon, submitted an application (File No. 18-029 VAC) requesting a right-of-way (ROW) vacation of four street segments totaling 72,085 square feet. The street segments are as follows:

- Alt Avenue, between Pleasant and Park Street; 16,500 square feet, legally described in Exhibit A, attached and incorporated by reference (“Alt Avenue Right-of-Way”);
- Hood Street, between Alt and Smith Avenue; 12,500 square feet, legally described in Exhibit B, attached and incorporated by reference (“Hood Street Right-of-Way”);
- Park Street, between Strauss Avenue and extending 99.70 feet east of Smith Avenue; 34,985 square feet, legally described in Exhibit C, attached and incorporated by reference (“Park Street Right-of-Way”) (*note: the right-of-way does not extend to Meinig Avenue*); and
- Smith Avenue, extending 162 feet south from the Smith/Park intersection; 8,100 square feet, as described in Exhibit D, attached and incorporated by reference (“Smith Avenue Right-of-Way”).

WHEREAS, Oregon Revised Statutes (ORS) Chapter 271 identifies the methods used to vacate rights-of-way;

WHEREAS, ORS 271.130(1) permits the governing body of a city to vacate rights-of-way without a petition from a property owner and without the consent of property owners;

WHEREAS, in accordance with ORS 271.110, a Notice of Public Hearing was published in the Sandy Post on Wednesday August 8 and 15, 2018 that described the proposed vacation, listed the Planning Commission and City Council hearing dates and provided instructions on how to submit written comments;

WHEREAS, in accordance with ORS 271.110(2), city staff placed a sign at two locations (the intersections of Pleasant St./Alt Ave. and Hood St./Smith Ave.), which included the heading, “Notice of Street Vacation”, along with a detailed description of the proposed vacation, Planning Commission and City Council hearing dates as well as staff’s contact information and instructions on how to submit written comments;

WHEREAS, the petition was made by the City of Sandy and all publication expenses were paid for accordingly;

#2018-28

WHEREAS, the Sandy Planning Commission reviewed the request at a public hearing on August 27, 2018 and recommended City Council approve the vacation as presented within the staff report;

WHEREAS, the Sandy City Council reviewed the request at a public hearing on September 17, 2018 and determined the proposal complies with the criteria in ORS Chapter 271;

WHEREAS, neither of the two property owners affected by vacation (the City of Sandy and the Oregon Trail School District) objected to the vacation and the City Council finds that the vacation will not substantially affect the market value of either owner's property;

WHEREAS, the four street segments to be vacated intersect and are parallel to one another;

WHEREAS, pursuant to ORS 271.130(1), the rights-of-way have not been vacated prior to the dates of the hearings described herein; and

WHEREAS, pursuant to ORS 271.130(3), the city recorder has certified that no liens apply to the areas to be vacated and no taxes are owed relative to the areas to be vacated.

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

Section 1: The City Council adopts the September 17, 2018 staff report as findings supporting the approval of this annexation and incorporates the report into this ordinance by reference.

Section 2: The City Council vacates the relevant portions of the Alt Avenue Right-of-Way, the Hood Street Right-of-Way, the Park Street Right-of-Way and the Smith Avenue Right-of-Way, as described in the recitals above.

Section 3: The City Recorder shall record a certified copy of this ordinance with Clackamas County and take any other steps required by law to vacate the rights-of-way described in this ordinance.

This ordinance is adopted by the Common Council of the City of Sandy and approved by the Mayor this 17 day of September 2018

#2018-28

William King

William King, Mayor

ATTEST:

Karey Milne

Karey Milne, City Recorder

#2018-28

ALT AVENUE
EXHIBIT A

A tract of land being all that portion of Alt Avenue lying between Blocks 10, 14, 15, and 16 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and being a portion of Alt Avenue lying between the Southerly boundary line of Park Street and the Northerly boundary line of Pleasant Street located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof, said corner being the Point of Beginning;

Thence Southerly along the East boundary line of said Blocks 16 and 10 and a portion of vacated Hood Street, vacated per Book 211 Page 274, Clackamas County Deed Records 530.00 Feet to the Southeast corner of said Block 10;

Thence Easterly 50.00 along the North line of Pleasant Street to the Southwest corner of said Block 14;

Thence Northerly 210.00 Feet along the West boundary line of said Block 14 to the Northwest corner thereof;

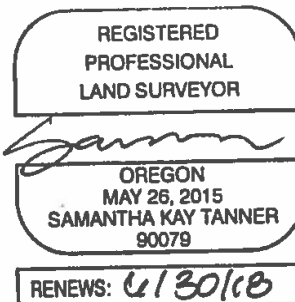
Thence continuing Northerly 50.00 Feet to the Southwest corner of said Block 15;

Thence continuing Northerly 270.00 Feet along the West boundary of said Block 15 to the Northwest corner thereof;

Thence Westerly along the South right of way line of Park Street 50.00 Feet to said Point of Beginning.

Containing 16,500 Square Feet, more or less

See Exhibit 'B' for map of described area.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner

OREGON
MAY 28, 2015
SAMANTHA KAY TANNER
90079

RENEWS 6/30/18

EXHIBIT A

SHOWING THAT PORTION OF ALT AVE. TO BE VACATED
FOR THE CITY OF SANDY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
T 2S, R 4E, WILLAMETTE MERIDIAN
COUNTY OF CLACKAMAS, STATE OF OREGON

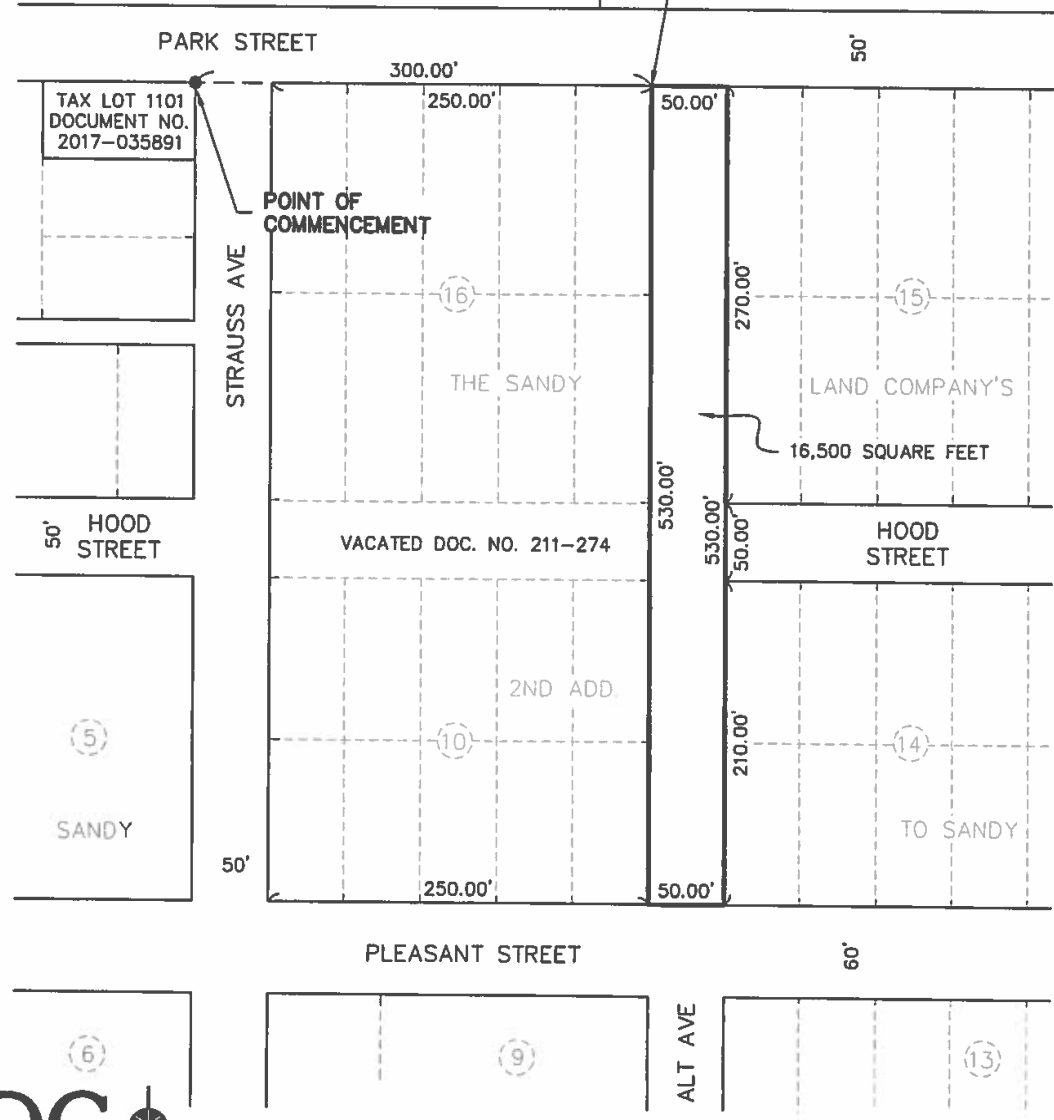
LEGEND

● FOUND 1" IRON PIPE

TAX LOT 100
BOOK 470 PAGE 680
JUNE 30, 1953

POINT OF
BEGINNING

TAX LOT 101
DOCUMENT NO.
2017-016105



Firwood Design Group, LLC
SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
TROUTDALE, OREGON 97060

BUS: (503) 668-3737 + FAX: (503) 668-3788

SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
PLOT DATE: 03-12-18

HOOD STREET

EXHIBIT B

A tract of land being all that portion of Hood Avenue lying between Blocks 14 and 15 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and being a portion of Hood Avenue lying between the Easterly boundary line of Alt Avenue and the Westerly boundary line of Smith Avenue located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Southeast corner of that tract of land described in Document No. 2012-031125, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Southwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records;

Thence continuing Easterly 250.00 Feet along the south line of said Block 16 to the Southeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Southwest corner of said Block 15, said corner being the Point of Beginning;

Thence continuing Easterly along the south line of said Block 15, said line also being the North right of way line of Hood Street, 250.00 Feet to the Southeast corner of said Block 15;

Thence Southerly along the West right of way of Smith Ave 50.00 Feet to the Northeast corner of Block 14 of said Plat;

Thence leaving said right of way and heading Westerly along the North line of said Block 14, said line also being the South right of way line of said Hood Street, 250.00 Feet to the Northwest corner of said Block 14;

Thence Northerly along the East right of way line of Alt Avenue 50.00 Feet to said Point of Beginning.

Containing 12,500 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner
OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079

RENEWS: 6/30/18

EXHIBIT 'B'

SHOWING THAT PORTION OF HOOD STREET TO BE
 VACATED FOR THE CITY OF SANDY
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
 T 2S, R 4E, WILLAMETTE MERIDIAN
 COUNTY OF CLACKAMAS, STATE OF OREGON



1" = 100'

LEGEND

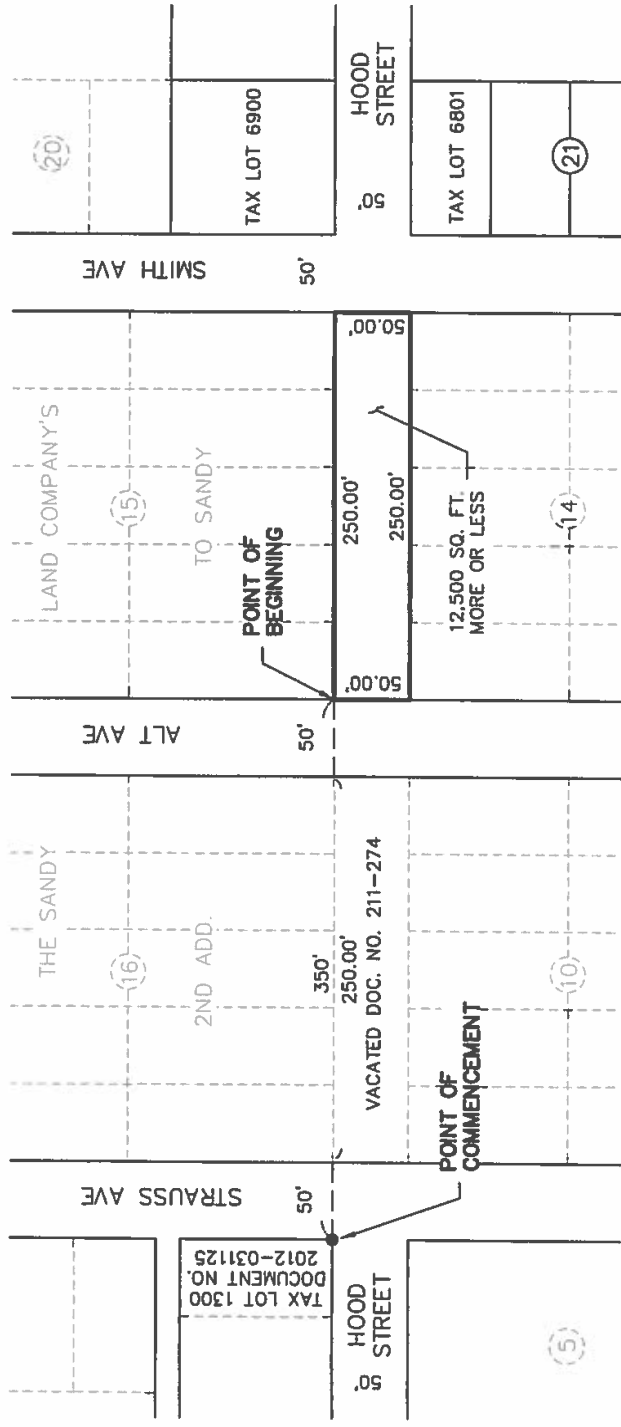
- FOUND 1" IRON PIPE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Samantha Kay Tanner

OREGON
 MAY 26, 2015
 SAMANTHA KAY TANNER
 90078

RENEWS 6/30/18



359 E HISTORIC COLUMBIA HIGHWAY
 TROUTDALE, OREGON 97060

BUS: (503) 668-3737 ✦ FAX: (503) 668-3788

Fitwood Design Group, LLC
 SURVEYING ✦ ENGINEERING ✦ PLANNING

SHEET 1 OF 1

FILE: S17-036 VACATION.dwg
 PLOT DATE: 03-02-18

PARK STREET
EXHIBIT C

All that portion of Park Street that lies between the North Boundary line of Blocks 15, 16, and 20 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records and the North line of the Southeast Quarter of the Northwest Quarter of Township 2 South, Range 4 East, Section 13, and being a portion of Park Street that lies East of the Easterly Boundary of Strauss Avenue located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records, said corner being the Point of Beginning;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of Block 15 of said Plat;

Thence continuing Easterly along the North line of said Block 15 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of Block 20 of said Plat;

Thence continuing Easterly along the north line of said Block 20 a distance of 99.70 Feet to the Northeast corner thereof;

Thence Northerly along the East line of said Plat, Clackamas County Plat Records 50.00 Feet to the Northeast corner thereof;


Thence Westerly along the South line of those tracts of land described in Book 470 Page 680 dated June 30, 0953 and Document Number 2017-016105, both of Clackamas County Deed Records 699.70 Feet more or less to a point on the south line of said Book 470 Page 680 at the intersection of the Northerly extension of the East right of way line of Strauss Avenue, said point being 50.00 northerly of the Northwest corner of said Block 16;

Thence Southerly along the East right of way line of Strauss Avenue 50.00 Feet to said Point of Beginning.

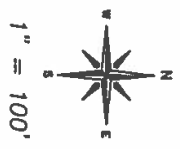
Containing 34,985 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079

RENEWS: 6/30/18



LEGEND

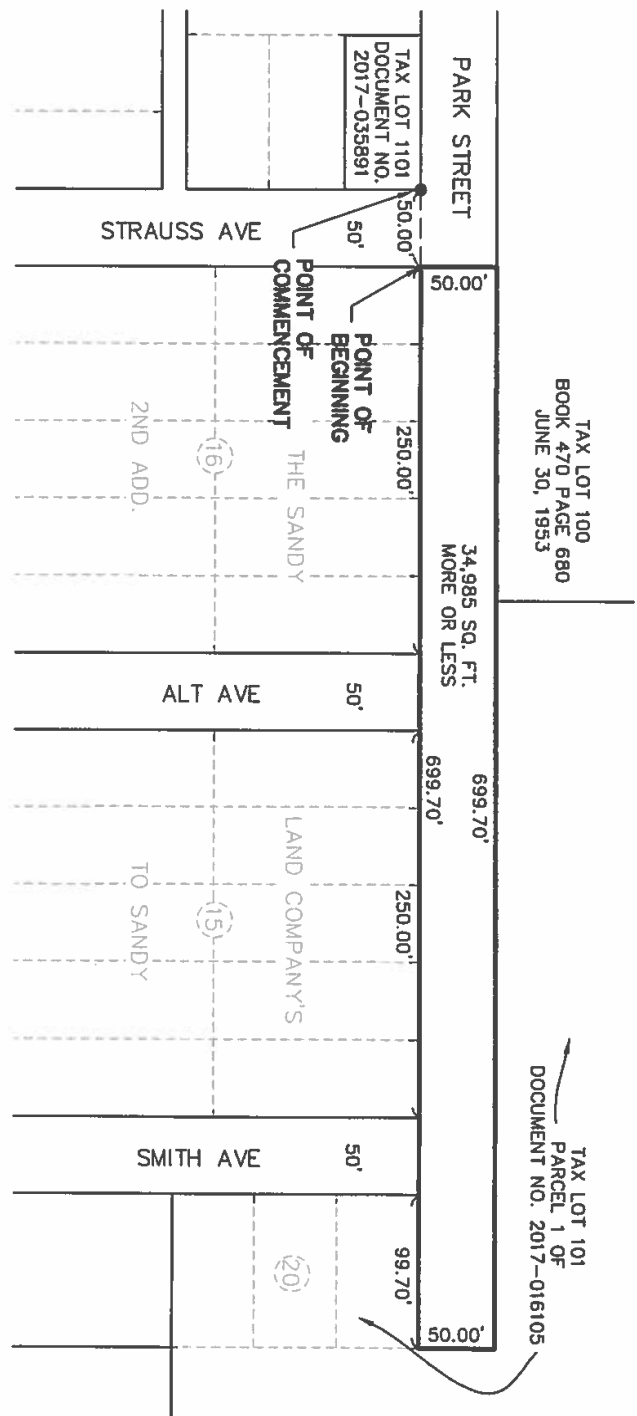
- FOUND 1" IRON PIPE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 29, 2015
SAMANTHA KAY TANNER
90078
RENEW 8/30/18

EXHIBIT C

SHOWING THAT PORTION OF PARK STREET TO BE
VACATED FOR THE CITY OF SANDY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
T 2S, R 4E, WILLAMETTE MERIDIAN
COUNTY OF CLACKAMAS, STATE OF OREGON



FDG

Firwood Design Group, LLC
SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
TROUTDALE, OREGON 97060
BUS: (503) 668-3737 + FAX: (503) 668-3788

SHEET 1 OF 1

FILE: S17-036 VACATTON.dwg
PLOT DATE: 03-02-18

SMITH AVENUE
EXHIBIT D

A tract of land being all that portion of Smith Avenue lying between Blocks 15 and Lots 1, 2, and 3 of Block 20 of The Sandy Land Company's Second Addition to Sandy of Clackamas County Survey Records located in the Northwest quarter of Township 2 South, Range 4 East, Section 13, Willamette Meridian, County of Clackamas, Oregon more particularly described as follows:

Commencing at a 1-inch Iron Pipe at the Northeast corner of that tract of land described in Document No. 2017-035891, Clackamas County Deed Records;

Thence Easterly 50.00 Feet to the Northwest corner of Block 16 of The Sandy Land Company's 2nd Addition to Sandy, said County Plat Records, said corner being the Point of Beginning;

Thence continuing Easterly 250.00 Feet along the North line of Block 16 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of said Block 15;

Thence continuing Easterly along the North line of said Block 15 a distance of 250.00 Feet to the Northeast corner thereof;

Thence continuing Easterly 50.00 Feet to the Northwest corner of said Block 20;

Thence Southerly 162.00 Feet along the West boundary line Lots 1, 2, and 3 of said Block 20 to the Northwest corner of that tract of land described in Document Number 2017-018935;

Thence Westerly parallel to the North line 50.00 Feet to a point 162.00 Feet Southerly of and on the East boundary line of said Block 15;

Thence Northerly 162.00 Feet along the West boundary line of said Block 15 to said Point of Beginning.

Containing 8,100 Square Feet, more or less

See Exhibit 'B' for a map of the described area.

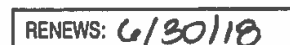
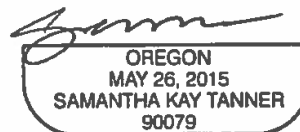


EXHIBIT D

SHOWING THAT PORTION OF SMITH AVE. TO BE
VACATED FOR THE CITY OF SANDY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 13,
T 2S, R 4E, WILLAMETTE MERIDIAN
COUNTY OF CLACKAMAS, STATE OF OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner
OREGON
MAY 24, 2015
SAMANTHA KAY TANNER
80078
RENEWES 6/30/18

LEGEND

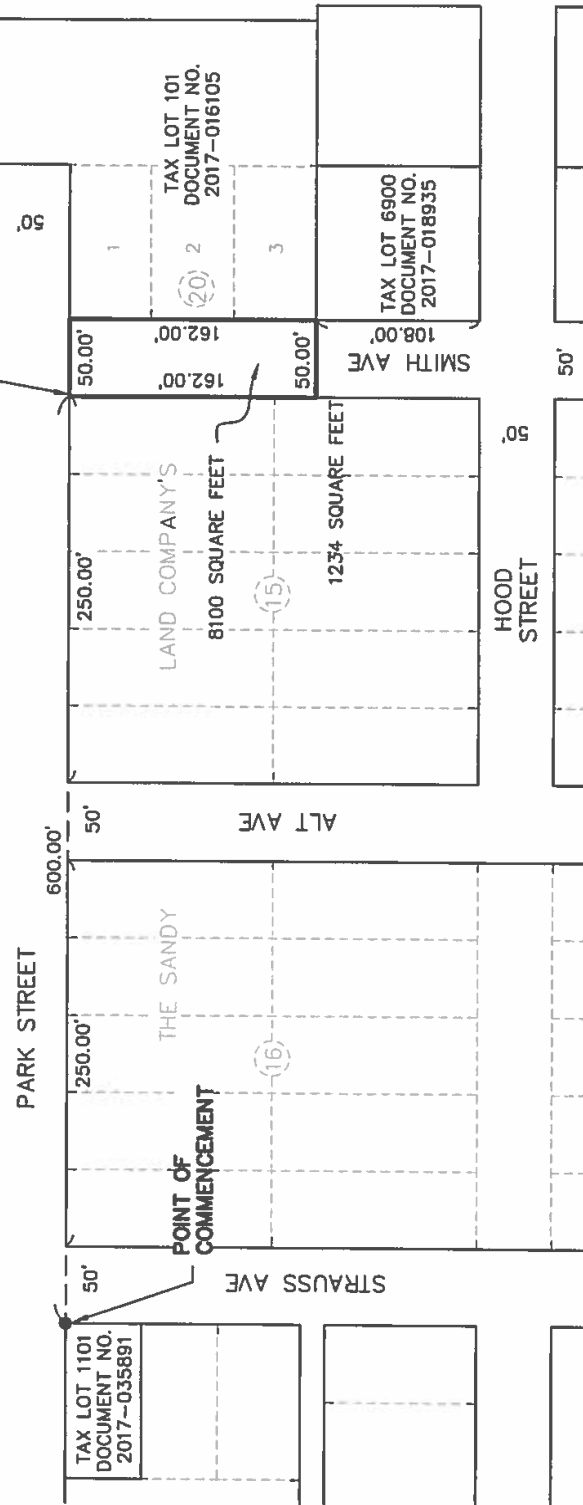
- FOUND 1" IRON PIPE

TAX LOT 100
BOOK 470 PAGE 680
JUNE 30, 1953

TAX LOT 101
DOCUMENT NO.
2017-016105



1" = 100'



Firwood Design Group, LLC
SURVEYING + ENGINEERING + PLANNING

359 E HISTORIC COLUMBIA HIGHWAY
TROUTDALE, OREGON 97060
BUS: (503) 668-3737 + FAX: (503) 668-3788

SHEET 1 OF 1
FILE: S17-036 VACATION.dwg
PLOT DATE: 03-02-18



Staff Report

Meeting Date: September 17, 2018

From Mike Walker, Public Works Director
Bi-Lateral Compliance Agreement with State of Oregon Drinking

SUBJECT: Water Services

Background:

As a result of several positive *cryptosporidium* samples collected in the Portland Water Bureau's Bull Run system in 2016 and 2017 the State of Oregon Drinking Water Services program (DWS) revoked the City of Portland's variance from compliance with the requirements for treatment for *cryptosporidium*. Portland and DWS entered into a Bi-lateral Compliance Agreement (BCA) with the State in September of 2017. The agreement obligates Portland to provide treatment for *cryptosporidium* by September of 2017. *Cryptosporidium* is a parasite found in the digestive tracts of mammals that can cause severe gastro-intestinal illness in healthy and immuno-compromised individuals.

Since Sandy purchases water on a wholesale basis from Portland Water Bureau Drinking Water Services asked us to enter into a similar agreement to ensure that we purchase water from Portland that has been treated for *cryptosporidium* or treat water purchased from Portland. Since our connection to Portland's system is upstream of the location where Portland intends to build their treatment plant we need to either treat the water from the present connection or extend a pipeline and build a pump station to obtain treated water from Portland at the new site.

The initial agreement proposed by DWS for Sandy included requirements for extensive public notification regarding the health risks of *cryptosporidium*. None of Portland's 19 other wholesale customers were required to enter into similar agreements to treat water from Portland or provide the same public notice. Staff met several times with DWS personnel to express our concern about being treated differently than the other wholesale customers and the requirement to sign a BCA even though the risk to Sandy customers from *cryptosporidium* exposure is exactly the same as the other Portland wholesale customers.

After a letter from Mayor King to Senator Thomsen and Representative Helfrich asking them to look into why Sandy was being treated differently than the other Portland wholesale customers Kim and I met with DWS staff again and were able to work out the attached agreement.

The agreement requires that Sandy purchase water from Portland that has been treated for *cryptosporidium* or treat water purchased from Portland for *cryptosporidium* by September 2027. We will also have to provide initial public notice regarding potential exposure to *cryptosporidium* and will fall under Portland's press release and notification protocol like the other wholesale customers. The agreement further requires that we complete an update to our Water Master Plan by December, 2019. We had planned to update our Water Master Plan in the following budget cycle prior to this agreement.

The City Attorney has reviewed the agreement.

Recommendation:

Move to authorize the Mayor to sign the Bi-Lateral Compliance agreement on behalf of the City.

Financial Impact:

Until Portland completes their planning process it isn't possible to know with a great deal of precision what it might cost to extend a pipeline and construct a pump station (or relocate our existing pump station) to connect to Portland's new treatment plant. An update to our Water Master Plan will cost between \$200K and \$300K. Once the update is complete we will know with greater confidence the cost to connect to Portland's treatment plant or the cost to treat PWB water at our current connection.

BEFORE THE STATE OF OREGON
OREGON HEALTH AUTHORITY
CENTER FOR HEALTH PROTECTION

In the Matter of

The City of Sandy Public Water System | BILATERAL COMPLIANCE AGREEMENT

The City of Sandy (the City) is a water supplier as defined in Oregon Revised Statute (ORS) 448.115(12) and Oregon Administrative Rule (OAR) 333-061-0020(150), and as a water supplier, has specific responsibilities that are identified in OAR 333-061-0025.

The City owns and operates the public water system serving Sandy, Oregon, identified by public water system ID# OR4100789 and located in Clackamas County, Oregon. The Sandy water system is a community water system serving approximately 11,000 people and is subject to regulation under ORS 448.115 to 448.290 and OAR 333-061-0005 to 333-061-0272.

Pursuant to its authority established in ORS 431A.010 and 448.255, the Oregon Health Authority, Public Health Division, acting through Drinking Water Services (DWS) has reviewed the operation of the Sandy water system. DWS has determined that water purchased by the City from the City of Portland, Portland Water Bureau (PWB) must be treated for *Cryptosporidium*.

I. PURPOSE

- A. The City has a contract to purchase water for the Sandy water system from PWB. PWB was previously granted a variance from the requirement to treat water for *Cryptosporidium* as specified in OAR 333-061-0032(3)(e) through (g). This variance was revoked on December 18, 2017 and therefore water purchased by the City from PWB and subsequently served to customers by the Sandy water system does not meet the requirements of OAR 333-061-0032(3)(e) through (g). PWB plans to construct a water filtration plant and treat water for *Cryptosporidium* but the filtration plant will be located downstream of the point where water is currently diverted to the Sandy water system. If the point where water from PWB is diverted to the Sandy water system is not changed, the water purchased by the City from PWB will not receive adequate treatment for *Cryptosporidium* before it is served to customers served by the Sandy water system. Water without adequate treatment for *Cryptosporidium* represents a potential public health hazard.

Inadequately treated water may contain disease causing organisms. These organisms include *Cryptosporidium* which is a parasite that can cause symptoms such as nausea, cramps, diarrhea, and associated headaches. OAR 333-061-0097

- B. DWS and the City enter into this Bilateral Compliance Agreement (“Agreement”) to establish a schedule by which the City will construct facilities to adequately treat water purchased by the City from PWB, or by which the City will demonstrate it purchases adequately treated water from PWB. This agreement also serves to establish a deadline by which all drinking water served by the Sandy water system meets all treatment technique requirements in OAR 333-061-0032 and provides for protective interim measures until the drinking water is adequately treated.
- C. DWS will not pursue enforcement actions against the City relative to the City’s compliance with OAR 333-061-0032(3)(e) through (g) while this Agreement is in effect, so long as the City is in compliance with all of the terms specified herein.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact

1. The City purchases water for the Sandy water system from PWB. The City is

responsible for treating this purchased water according to OAR 333-061-0032(3)(a) because the City's connection to PWB is prior to the point at which PWB meets this requirement.

2. DWS issued a Final Order to PWB on March 14, 2012 granting a variance from the requirements to treat the water for *Cryptosporidium* and to provide at least two disinfectants, due to the nature of the raw water source and lack of detection of *Cryptosporidium*.
3. DWS revoked the Final Order granting a *Cryptosporidium* treatment variance on December 18, 2017 and entered into a bilateral compliance agreement with PWB whereby PWB will install treatment for *Cryptosporidium*.
4. PWB plans to install treatment for *Cryptosporidium* but the treatment facilities will be located downstream of the point where the City currently diverts water to the Sandy water system. The City has provided written confirmation to DWS that PWB will be able to supply water to the Sandy water system, "treated by the new filtration facilities up to the 3.0 MGD maximum of the current contract."
5. The City is required to meet all the responsibilities for water suppliers described in OAR 333-061-0025 and is therefore required to either move the location at which water is diverted from PWB or ensure adequate treatment is provided before drinking water purchased from PWB is served by the Sandy water system.

B. Conclusions of Law

As of December 18, 2017, PWB no longer had a variance from the *Cryptosporidium* treatment requirements in OAR 333-061-0032(3)(e) through (g) and therefore water the City purchases from PWB for the Sandy water system does not meet the treatment requirements in OAR 333-061-0032(3)(e) through (g). Water purchased by the City from PWB and subsequently served by the Sandy water system is therefore not in compliance with OAR 333-061-0032(3)(e) through (g).

III. CORRECTIVE ACTION SCHEDULE:

Upon completion of the activities described below, by the deadlines agreed upon, the City will meet the *Cryptosporidium* treatment requirements. **Water meeting all surface water and *Cryptosporidium* treatment requirements shall be served to all customers of the Sandy water system no later than September 30, 2027.**

- A. The City shall submit a revised master plan for the Sandy water system to DWS no later than December 30, 2019.
- B. The City shall submit an action plan to DWS no later than March 30, 2020. The action plan shall identify how water served by the Sandy water system will be fully treated for *Cryptosporidium*. The action plan shall identify all the tasks the City intends to perform to ensure all drinking water served by the Sandy water system is treated for *Cryptosporidium* according to OAR 333-061-0032 and set reasonable deadlines for completing all the identified tasks.

The City shall perform and complete all the tasks in the action plan by the deadlines specified in the plan and shall notify DWS in writing within 5 calendar days of completing each task. Upon approval by DWS, the submitted deadlines for the following tasks shall become enforceable by incorporation:

1. Begin design;
2. Submit complete, engineered construction plans and specifications to OHA for review and approval;
3. Complete design;
4. Begin construction; and
5. Begin start-up and commissioning.

Construction or installation plans shall meet the requirements in OAR 333-061-0060 for the construction or major modification of any facilities at the Sandy water system. Construction plans must be approved by DWS prior to any construction or installation taking place.

All construction and installation must meet the applicable construction standards in OAR 333-061-0050.

IV. INTERIM MEASURES:

To reduce the risk from *Cryptosporidium* in water purchased by the City from PWB and subsequently served by the Sandy water system and to protect public health, the following interim control measures shall be achieved until water purchased by the City from PWB and subsequently served to customers by the Sandy water system meets all surface water and *Cryptosporidium* treatment requirements:

A. Public Notification and Outreach:

1. According to OAR 333-061-0042(2)(a)(H) and (3)(a), within 24 hours of notification from PWB¹ that validated results indicate *Cryptosporidium* was detected at its water system intake and water from Bull Run was delivered at the time the sample was collected and is still present in the Sandy water system, the City or PWB, on the City's behalf, shall issue a press release to Sandy media outlets, post information about the detection on the City's website, www.ci.sandy.or.us, and utilize any appropriate social media used by the City. The press release must include the language in Appendix A. If DWS has determined that no additional protective measures are necessary to protect public health, DWS may allow the press release to be issued within one business day of receiving results if the press release would be required on a weekend or holiday except in cases of boil water advisories. If a press release regarding *Cryptosporidium* detections has been issued within the previous seven days, the City, with DWS approval, may issue periodic press releases that summarize the sampling results from the day of issuance to the previous detection, not to exceed seven-day intervals.
2. If DWS determines a boil water advisory is necessary for water purchased from PWB, the City or PWB, on the City's behalf, shall issue an advisory within 24 hours of the determination by DWS. The City shall make reasonable efforts to contact facilities serving vulnerable populations about such a boil water advisory and shall submit a draft of the public notice to DWS for approval before the notice is issued.
3. The City or PWB, on the City's behalf, shall issue a press release indicating water purchased by the City from PWB and subsequently served by the Sandy water system does not meet the *Cryptosporidium* treatment requirements in OAR 333-061-0032(3)(e) through (g) as soon as practical, but within 30 days after the effective date of this Agreement according to OAR 333-061-0042(3)(b) and (4)(a). The press release must include the language in Appendix A and must be repeated each calendar quarter until this Agreement is terminated.
4. The City shall continually post on its water quality webpage, www.ci.sandy.or.us/Water-Quality/, the information found in Appendix A or other language provided by DWS.
5. The City shall continually maintain a link on its website to PWB's website dedicated to *Cryptosporidium* information.
6. The City shall include the information found in Appendix A or other language provided by DWS annually in its consumer confidence report. The City's report may substitute for one of the quarterly press releases required above.

¹ PWB is required, in its agreement with DWS, to notify its purchasers of a *Cryptosporidium* detect.

7. Language in all public notifications must not contain additional language which nullifies the purpose of the notice, and must not be formatted in a way that defeats the purpose of the notice.
8. The City shall use the language contained in Appendix A in any press release or public notice it issues unless DWS provides updated language to be used in lieu of the language in Appendix A.

B. Reporting to DWS:

1. The City shall provide a copy of their standard protocol for issuing a boil water advisory to DWS within 60 days of signing this agreement.

C. Public Health Surveillance Activities:

1. On a continual basis, regardless of *Cryptosporidium* oocyst detects, DWS will coordinate with Oregon Health Authority, Acute and Communicable Disease Program (ACDP) regarding cryptosporidiosis cases. If sporadic human cases in the area served by the Sandy water system are elevated, ACDP will consult with DWS, the City, and local health agencies. If case counts remain elevated for more than two weeks an outbreak investigation will be opened; an outbreak investigation may also be opened earlier based on other compelling factors. If drinking water is a suspected cause, DWS shall immediately consult with a team of public health experts.
2. The City will participate in any cryptosporidiosis investigation or surveillance activities associated with the consumption of water supplied by the Sandy water system from the Bull Run watershed as requested by Clackamas County or the Oregon Health Authority.

V. DELAY OF PERFORMANCE / FORCE MAJEURE

- A. The City shall comply with the terms of this Agreement within the time limits set forth in this Agreement unless the performance is prevented or delayed by a Force Majeure event, or as otherwise agreed to in writing by DWS and the City.
- B. For purposes of this Agreement, a "Force Majeure" event is any event arising from causes beyond the control of the City or any entity controlled by the City that, notwithstanding due diligence by the City or any entity controlled by the City, delays or prevents performance of an obligation under this Agreement. The due diligence requirement includes using due diligence to anticipate any such event and to minimize the delay caused by any such event to the greatest extent practicable. A Force Majeure

event does not include, inter alia, increased costs of performance, changed labor relations, financial or business difficulties, normal inclement weather, or changed circumstances arising from the sale, lease or other transfer or conveyance of real estate interest.

C. If the City believes that a Force Majeure event is likely to occur, is occurring, or has occurred that may affect its ability to perform an obligation under this Agreement, the City shall notify DWS by telephone or email within two business days of when the City first became aware of such event, and shall follow up with a formal notice to DWS within 15 days after the event with the following information:

1. The action that may be or has been affected;
2. The reasons for the delay;
3. The length or anticipated duration of the delay;
4. The measures taken or to be taken to prevent or minimize the delay;
5. A schedule for implementing such measures; and
6. Any additional information deemed appropriate by the City to support its Force Majeure claim.

D. Failure to comply with the notice requirement of this paragraph shall constitute a waiver of any Force Majeure claim by the City as to the event in question.

E. If DWS agrees that an actual or anticipated delay is attributable to a Force Majeure event, the time for performance of the obligation shall be extended by written Agreement of the parties. An extension of the time for performing an obligation affected by a Force Majeure event shall not, of itself, extend the time for performing a subsequent obligation.

F. The City shall have the burden of proving that a Force Majeure event was the cause of the noncompliance and the duration of the noncompliance.

G. For any other non-Force Majeure event that nevertheless may delay the performance of any obligation under the Agreement, the City shall notify DWS in writing as soon as it becomes aware of such event and provide the same information as required for a Force Majeure event, as specified above. DWS may, in its discretion, extend the deadline for the City to perform an obligation under the Agreement after receipt of such notification.

VI. NOTICE OF NONCOMPLIANCE

- A. Prior to termination of the Agreement if DWS believes that the City is in violation of the Agreement, DWS shall notify the City in writing of the alleged violation and give the City a deadline for submitting a plan of correction along with timelines for coming into compliance. If the plan of correction is acceptable, DWS shall inform the City of that fact in writing. If the plan of correction is not acceptable to DWS, DWS shall notify the City in writing and require that the plan of correction be modified and resubmitted no later than 10 working days from the date the letter of non-acceptance was mailed to the City.
- B. Nothing in this section is intended to limit DWS's authority as set out in the Reservation of Rights.

VII. RESERVATION OF RIGHTS

- A. This Agreement does not constitute a waiver, suspension or modification of the requirements of the Oregon Drinking Water Quality Act; ORS 448.115 to 448.290 and administrative rules OAR 333-061-0005 to 333-061-0272, which remain in full force and effect.
- B. This Agreement does not relieve the City of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law or regulation.
- C. Nothing in this Agreement is intended to limit DWS's authority to take any action permitted by law to protect the public's health. In the event that *Cryptosporidium* detections increase or other circumstances presenting risks to public health occur, DWS reserves all authorities to require the City to implement additional interim public health protection measures on an expedited timeline.
- D. DWS reserves the right to pursue enforcement actions against the City for failure to meet the requirements contained within this Agreement, which may include assessment of civil penalties or other legal remedies pursuant to ORS 431A.010, 431.155, 448.255 and 448.280. The City reserves all rights to defend such actions, except as provided in Section VIII of this Agreement.

VIII. NOTICE OF RIGHT TO REQUEST A HEARING

The City is entitled to hearing as provided by the Administrative Procedure Act (Oregon Revised Statutes, Chapter 183). By signing this Agreement, the City waives its right to contest the violations in Section II of this Agreement in a proceeding brought by DWS to enforce this Agreement.

IX. MODIFICATION AND TERMINATION

1. This Agreement may be amended from time to time as necessary by mutual agreement of the parties.
2. DWS will terminate this Agreement upon making a determination that the City has satisfactorily complied with all terms in Sections 3. and 4. of this Agreement.
3. Subject to DWS's obligations under Section VI of this Agreement, DWS may terminate this Agreement with 30 days written notice to the City by certified mail if DWS determines that the City is in violation of this Agreement or the facts or circumstances associated with this Agreement change.

X. EFFECTIVE DATE

This Agreement shall become effective upon signature by DWS and the City.

The City of Sandy

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Dated this _____ day of _____, 2018.

William R. King
Mayor
The City of Sandy

Dated this _____ day of _____, 2018.

David Emme, Manager
Drinking Water Services
Oregon Health Authority

cc: Pete Farrelly, Oregon Health Authority, Drinking Water Services
Kari Salis, Oregon Health Authority, Drinking Water Services

Appendix A

Mandatory language to be included in press releases and public notices pursuant to Section II.C of this Agreement:

“The Portland Water Bureau does not currently treat for *Cryptosporidium*, but is required to do so under the drinking water regulations. Portland is working to install filtration by 2027 under a compliance schedule with the Oregon Health Authority. In the meantime, Portland Water Bureau is implementing interim measures such as watershed protection and additional monitoring to protect public health. *[Insert actions customers should take, and what steps PWB is taking to correct the situation.]*”

Exposure to *Cryptosporidium* can cause cryptosporidiosis, a serious illness. Symptoms can include diarrhea, vomiting, fever, and stomach pain. People with healthy immune systems recover without medical treatment. According to the Center for Disease Control and Prevention (CDC), people with severely weakened immune systems are at risk for more serious disease. Symptoms may be more severe and could lead to serious life-threatening illness. Examples of people with weakened immune systems include those with AIDS, those with inherited diseases that affect the immune system, and cancer and transplant patients who are taking certain immunosuppressive drugs.

The Environmental Protection Agency has estimated that a small percentage of the population could experience gastrointestinal illness from *Cryptosporidium* and advises that customers who are immunocompromised and receive their drinking water from the Bull Run Watershed consult with their health care professional about the safety of drinking the tap water. *[Insert list of water suppliers that serve Bull Run water]* receive all or part of their drinking water supply from Bull Run. To learn if your drinking water comes from Bull Run, please contact your local drinking water provider.”



Staff Report

Meeting Date: September 17, 2018

From Mike Walker, Public Works Director

SUBJECT: Proposals for Streetlighting and Water Meter Accuracy Audits

Background:

At the January 16, 2018 meeting the City Council selected the proposal from McKinstry to provide audits of our existing streetlights and water meters to determine if there were sufficient energy and water savings to fund a streetlight conversion and water meter replacement. McKinstry's preliminary analysis indicates that it should be possible to:

- 1) Convert all city-owned streetlights (about 900) to LED lighting and pay for the conversion with the energy savings in about 14 years; and
- 2) Replace about 90% of the City's existing water meters (about 4,000) with newer, more accurate meters and pay for the conversion with the increased revenues in about 16 years (at current water rates).

The next step would be to perform a more comprehensive audit for each project to determine the exact number, wattage and type of each streetlight and the exact number, age and type of each water meter. The proposed costs for these more comprehensive audits are: Streetlighting conversion \$29,500 and water meter replacement \$15,986 (phase I). These costs are folded into the total project cost and the City is only obligated to pay these amounts if we decide not to proceed with one or both projects. No payment is required at this time.

McKinstry has prepared a short Power Point presentation (attached). Michael Johnson of McKinstry will be at the meeting to answer any questions and share the presentation at the meeting.

A more detailed description of the services to be provided is shown in the attachments.

Recommendation:

Authorize staff to enter into an agreement with McKinstry for the streetlighting and water meter accuracy audits.

Financial Impact:

None, unless the City decides not to proceed with one or both projects. There are sufficient funds to cover the cost of the audits in the Street and Water Funds should the City decide not to proceed.



16790 NE MASON ST SUITE 100
PORTLAND, OR 97230
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September 10, 2018

Mike Walker
City of Sandy
39250 Pioneer Blvd.
Sandy, Oregon 97055

SUBJECT: SANDY STREET LIGHTING RETROFIT AUDIT PROPOSAL

Dear Mike,

McKinstry is pleased to present this audit proposal for the City of Sandy existing street lights and service cabinets. The following describes our proposed work.

INTENT AND APPROACH

McKinstry will perform a targeted audit of the existing street lights and service cabinets per City direction for future potential energy and operational savings and additional attributes as requested and clarified by the City. We will work closely with the designated operation staff in order to identify the areas of potential energy and operational efficiency improvements based on the audit results.

This audit approach is based on the proposed audit schema (enclosed) and the lighting inventory of PGE option A, B, and C lights as generated by McKinstry and reviewed for accuracy by the City at the time of proposal. The lighting inventory understood with the City at this time based on existing information from various City documents is 897 street lights, plus fewer than 103 of additional parking lot and park lights. If during the course of the audit activities the number of street lights or cabinets is estimated to exceed this value, the City will be notified ahead of time. A unit price is included in this proposal below for additional lights as directed at that time.

The attributes will be collected through visual observations only, any work requiring electrician labor will be estimated during the audit stage.

SCOPE OF WORK

McKinstry proposes to perform the following tasks:

- Data collection and field audit of all pole attributes enclosed
- Data collection and field audit of an unknown number of service cabinets throughout the city. The service cabinets will be included at the unit price below as they are located.
- Accurate GPS/GNSS data collection using industry standard Trimble GPS/GNSS units and ActiveSync software, established QA/QC procedures, innovative use of Geographic Information Systems (GIS), and comprehensive data management and reporting combined to provide excellent geospatial products, along with top tier engineering work.
- All required meetings and coordination between parties.
- Traffic control included where required.

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- We will collect the location of service cabinets throughout the city, but no other information about the cabinet will be collected until time of install. The service cabinets will be collected on a separate shapefile.
- The attributes for the pre-installation audit of lights are as follows:
 1. OBJECT_ID: This field is automatically generated based on the order the line items are in.
 2. GIS_ID: After the audit is complete each pole is assigned a GIS_ID on the spreadsheet and shapefile. This is the best way to reference a pole until all new ID Tags are installed and the project is complete.
 3. GIS Shape: This field is automatically generated when creating a shapefile. All our positions will be "point".
 4. OLD_PGE_ID: If the pole has a PGE ID tag it will be entered in this field. If the pole doesn't have one it will be marked with N/A.
 5. OLD_SUPPORT_ID: If the pole has an existing tag the ID will be entered here. If the pole doesn't have one it will be marked with N/A.
 6. Support_Type: Wood, Concrete, Steel, Fiberglass, Aluminum etc.
 7. Support_Painted: This is a yes or no if the pole is painted or not.
 8. Support_Color: If the pole is painted, the color is noted here.
 9. MastArm_Length: This is a drop down of 2', 4', 6' etc. If it is post top it will be marked with N/A.
 10. Power_Feed: Overhead or underground power supplied to the pole.
 11. Fixture_Quantity: The amount of fixtures sharing the same pole will be marked here.
 12. Fixture_Type: Each unique fixture type will be given its own name and supplied with a photo for review. Once the audit has been reviewed by the city we can update the names to colonial, Westbrook etc. We will also go through and identify the globe and non-globe acorn fixtures based on the photos.
 13. Wattage_Label: If there is an existing wattage label on the fixture (most typically do) it will be marked here. If there isn't one we will then at the end of the audit review the poles location, height and identical fixture types to determine the existing wattage.
 14. Bulb_Type: HPS, LED, MH etc.
 15. Fixture_Color: This is the color of the existing fixture.
 16. Fixture_Shield: Yes or no drop down menu.
 17. Fixture_Height: This is the height of the fixture, not the pole.
 18. GPS_Date: The day the data point was collected.
 19. GIS_Editor: This will be Managed by McKinstry
 20. Notes/Comments: Anything unusual about the fixture or pole will be noted here. Sometimes there is a lens missing, damaged parts or is completely covered by ivy.
 21. Latitude/Longitude: This is automatically collected when we use the Trimble unit.
 22. Street_Name: At the least we will collect the name of the street but when available we will collect a building number to get a more accurate address.
 23. Pole_Application: Is the street light connected to a street signal/intersection, crosswalk signal, or is it stand alone. This also helps us with controls.
 24. Fixture_Mounting: Examples are, 2-Bolt, Slip fit, Post Top etc. This is so we can order correct parts and see if we need to order a bracket.
 25. Pole_Shape: Round, Square etc.
 26. Arm_Style: Davit, Tension bracket, etc.
 27. Fixture_within_10_of_powerlines? This is to help with safety.
 28. Fixture_mounted_over_sidewalk_street_or_shoulders? This is also to help with traffic control.

- 29. Pole_Hand_Hole: This is to note whether there is a hand hole on the pole or not. This will help get an accurate cost for verifying voltage.
- 30. Overall_Condition: This is where we will make note if a pole is severely damaged and should be replaced.
- 31. Support_Height: We will be collecting the height of the fixture, but this is to collect the height of the pole. Many times they are the same but there are areas where the fixture is mounted half way up the pole.
- 32. Support_Outlet: To note of there is an outlet on the pole. Yes or no question.
- 33. Support_Base: Note the type of base the pole has from what we can see at the surface. (no digging)
- 34. Support_Extension: We will note the height of the adapter on existing decorative fixtures.

PROPOSED COSTS

Description	Cost
Direct audit of 897 street lights, park lights and parking lot lights audited per enclosed attributes at the direction of the City utilizing the approach described herein. Includes fixed TEA and PDP management fees per the City RFP response inclusive of all audit and data collection activities.	\$29,500
Labor unit cost of additional street lights or service cabinets at direction of City during the audit over 1,000 total collection points.	\$10.40/light or cabinet

FEE BILLING

Total proposed fee for this scope of work is lump sum as described listed above.

TIMELINE AND MILESTONES

McKinstry will initiate this scope of work at the direction of the City. Upon award, we anticipate this study and subsequent report to take approximately the durations as described below. Additional requests or fixtures may modify these proposed durations.

- Preparation of data dictionary and city boundary map books 3 Days
- Data Collection/Field Audit of lighting identified above 6 Weeks
- Data Management and processing 2 Weeks
- Meeting to review collected scope and ownership 1 Day
- Final Audit Deliverable 1 Week

Accepted by:

City of Sandy

McKinstry Essention, LLC

Signature


Signature

Title: _____

Title: Project Director

Date: _____

Date: 09/10/2018

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES. Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION. Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by

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the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.



16790 NE MASON ST SUITE 100
PORTLAND, OR 97230
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September 10, 2018

Mike Walker, Public Works Director
City of Sandy, OR
39250 Pioneer Blvd.
Sandy, Oregon 97055

SUBJECT: SANDY WATER METERING AUDIT PROPOSAL

Dear Mr. Walker,

McKinstry is pleased to present this audit proposal for the City of Sandy's water meter replacement Technical Energy Audit and Project Development Plan. The following describes our proposed work.

INTENT AND APPROACH

The City of Sandy currently has nearly 4,000 water meters, approximately 73% of which are at or nearing the end of their useful life. These meters consist of varying sizes and applications ranging from ¾" residential meters to 6" commercial. On average, these meters are 18 years old and falling out of calibration. When water meters aren't calibrated correctly, the City stands to lose the ability to account for all the water that is being delivered to customers in their network. Newer metering infrastructure allows the city to account for the water that is distributed to customers and properly bill for end-use consumption

Because water meters throughout the system have varying accuracy, McKinstry will first match industry standard information related to the degradation of water meters by size, flow and age to create a statistical model. McKinstry will then input the City of Sandy's water metering information into the statistical model to create a prediction of the unaccounted for water and potential operational benefits of upgrading the City's metering infrastructure. This information will be consolidated into a financial model to determine the cost-effectiveness of the City's project. This initial statistical modeling effort will not exceed \$15,986.

Depending on the project economics, and the aggressiveness of the guarantee of future water revenue required, additional water meter testing may be needed to increase the degree of confidence of the project outcomes. In this case, McKinstry may recommend further testing of certain meters in the City of Sandy's water system. While it is not a guarantee that further water meter testing will be required, McKinstry recommends the City of Sandy set aside \$45,000 for further water meter testing in the event it is necessary. McKinstry will work with the City to identify an appropriate level of testing, and will request additional authorization of these funds from the City prior to conducting any additional water meter testing.

McKinstry will work closely with the designated operation staff to identify the areas of potential energy and operational savings as well as potential Energy Trust of Oregon rebates.

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SCOPE OF WORK

McKinstry proposes to perform the following tasks:

- Data collection and field audit of existing water metering infrastructure
- Development of a baseline water consumption and billing profile based on actual operations.
- Evaluation of the potential for additional water revenue gained from increased accuracy of metering infrastructure.
- Develop detailed scope of work to replace the existing meters.
- Development of guaranteed annual water cost savings and revenue generated from the upgrade infrastructure and guaranteed maximum construction price for the proposed retrofit approach.
- All required meetings and coordination between parties.

PROPOSED COSTS

Phase	Description	Cost
I – Statistical Model	Perform a Technical Energy Audit and Project Development Plan for the replacement of the City of Sandy's water metering infrastructure	\$15,986
II – Bench Test a Sample Quantity of meters	Recommended allotment for additional meter testing, following the statistical analysis conducted. McKinstry will work with the City to determine the appropriate level of testing required and may request funding from this allotment pending the outcome of the statistical modeling analysis.	\$45,000

FEE BILLING

Total proposed fee for this scope of work is lump sum, by phase, as described listed above.

TIMELINE AND MILESTONES

McKinstry will initiate this scope of work upon receipt of written direction from Cornerstone Management Group, Inc. Upon award, we anticipate this study and subsequent report to take approximately the durations as described below. Evaluation of additional potential measures may modify these proposed durations.

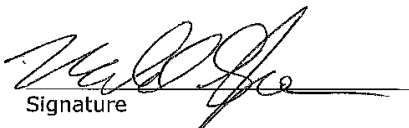
- Mobilization and Project Setup 1 Week
- Data Collection/Field Audit of lighting identified above 3 Weeks
- Establish Baseline Water Consumption 1 Week
- Evaluation of System Improvement Options 1 Week
- Final Audit Deliverable 2 Weeks

Accepted by:

City of Sandy

McKinstry Essention, LLC

Signature


Signature

Title: _____

Title: Project Director

Date: _____

Date: 9/10/2018

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES. Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION. Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by

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the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

