

City of Sandy

Agenda

City Council Meeting

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

Meeting Date: Monday, October 15, 2018

Meeting Time: 6:00 PM



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1. WORKSHOP

1.1. Brownfield Site Cleanup - City Shops

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Allow Clackamas County to place the City Shops property in the LBA. Allow City staff to work with Clackamas County on creating a plan to remediate the site and get the site prepared for sale.

[Brownfield Site Cleanup - City Shops - Pdf](#)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CHANGES TO THE AGENDA

5. PUBLIC COMMENT

6. PRESENTATIONS

6.1. Presentation by Sandy Watershed

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[Presentation by Sandy Watershed -Steve Wise - Pdf](#)

7. ORDINANCES

7.1. **Public Hearing - Ordinance 2018-29 Amending Development Code Chapters 17.22, 17.28, 17.80, 17.82 and 17.102**

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Staff recommends the City Council hold a public hearing to take testimony regarding modifications to Chapters 17.22, 17.28, 17.80, 17.82, and 17.102 and approve the proposed code revisions.

"Motion to Close the Public Hearing"

"Make a motion to approve 1st Reading by Title Only of Ordinance No. 2018-29 with the proposed code revisions to the City of Sandy Development Code Chapters 17.22, 17.28, 17.80, 17.82, and 17.102."

"Make a motion to approve 2nd Reading by Title Only of Ordinance No. 2018-29 with the proposed code revisions to the City of Sandy Development Code Chapters 17.22, 17.28, 17.80, 17.82, and 17.102."

[File No. 18-039 DCA, Chapters 17.22 Notices, 17.28 Appeals, 17.80 Additional Setbacks on Collector and Arterial Streets, 17.82 Special Setbacks on Transit Streets, and 17.102 Urban Forestry - Pdf](#)

8. NEW BUSINESS

- 8.1. Intergovernmental Agreement - City of Sandy Updated Transit Master Plan 64 - 108

Authorize the City Manager to sign an Intergovernmental Agreement (IGA) between Sandy and the Oregon Department of Transportation (ODOT) to complete an updated Transit Master Plan.

[Intergovernmental Agreement - City of Sandy Updated Transit Master Plan - Pdf](#)

- 8.2. Hood View Disposal and Recycling Rate Increase 109 - 127

"Motion to approve rate increase as proposed by HoodView Disposal to cover costs associated with statutory requirement to take and dispose of recyclables. "

[HoodView Disposal and Recycling Rate Increase - Pdf](#)

9. CONSENT AGENDA

- 9.1. No Items

10. REPORT FROM THE CITY MANAGER

11. COMMITTEE REPORTS

12. COUNCIL REPORTS

13. STAFF UPDATES

- 13.1. [Monthly Reports](#)

14. ADJOURN



Staff Report

Meeting Date: October 15, 2018
From Kelly O'Neill, Planning Director
SUBJECT: Brownfield Site Cleanup - City Shops

Background:

The old City Shops property at 37800 Sunset Street has been sitting vacant since Public Works stopped using the site in 2006. The City of Sandy completed day-lighting of No Name Creek in 2010 and building removal in 2013. We then sold the property to Northwest Housing Authority (NHA) in 2013 for \$695,000 for the development of affordable housing. However, the NHA completed some additional environmental evaluations and discovered additional contaminants on the site that had previously not been found. In good faith to the NHA the City of Sandy reacquired the land in 2016 for \$575,000 and started additional cleanup of contaminants discovered on the site for future sale of the property. Since that time the City of Sandy has invested over \$170,000 in cleanup and has not solved the environmental issues that need to be resolved prior to marketing the property for sale.

To move forward with cleanup at this site we have reached out to Jon Legarza with Clackamas County on a potential exciting venture for brownfield cleanup that is hopefully being launched by the Clackamas Board of County Commissioners beginning of July 2019. In fact, we might have the opportunity to become the first brownfield redevelopment site through this program. This program would involve the creation of a Brownfield Land Bank Authority. Clackamas County has hired a consultant and created an Advisory Committee. Mr. Legarza is trying to identify projects for the 5-year brownfield plan to present to the Clackamas Board of County Commissioners by the end of the year.

The benefit of committing to this program would be financial assistance and professional advice on the best use for the subject site, the most cost effective cleanup methodology, and a stopping point in the chain of title. The City would need to transfer the site to the Land Bank Authority (LBA). The LBA would seek funding to remediate the site and market the site.

Recommendation:

Allow Clackamas County to place the City Shops property in the LBA. Allow City staff to work with Clackamas County on creating a plan to remediate the site and get the site prepared for sale.

Financial Impact:

The opportunity to contribute the parcel to the land bank would create an opportunity to complete another needed housing project within the City. The City would then have the ability to tax the property. Clackamas County would need to answer questions regarding financial burdens to the City of Sandy.



Staff Report

Meeting Date: October 15, 2018

From Kim Yamashita, City Manager

SUBJECT: Presentation by Sandy Watershed -Steve Wise

Background:

Sandy Watershed will be giving their annual report to City Council.

Recommendation:

None

Code Analysis:

None

Financial Impact:

None



Staff Report

Meeting Date: October 15, 2018

From Emily Meharg, Associate Planner
File No. 18-039 DCA, Chapters 17.22 Notices, 17.28 Appeals, 17.80
Additional Setbacks on Collector and Arterial Streets, 17.82 Special

SUBJECT: Setbacks on Transit Streets, and 17.102 Urban Forestry

Background:

File No. 18-039 DCA proposes to amend Chapters 17.22, 17.28, 17.80, 17.82, and 17.102 containing procedures and conditions for notices, appeals, setbacks on arterial & collector streets, special setbacks on transit streets, and urban forestry regulations. These updates primarily remove inconsistencies in the development code.

I. SUMMARY (5 code sections)

17.22 Notices

The proposed code changes increase the noticing distance for a Type II notice from property owners within 200 feet of the development site to property owners within 300 feet of the development site; and increase the noticing distance for a Type III notice from property owners within 300 feet of the development site to property owners within 500 feet of the development site. This update also modifies the language related to DLCDC noticing to stay in compliance with the 35-day noticing period.

17.28 Appeals

The proposed code change increases the appeal period for a Type III procedure from 10 to 12 calendar days from notice of the decision. This is consistent with the 12 day appeal period for Type I and II procedures.

17.80 Additional Setbacks on Collector and Arterial Streets

The proposed code change references the latest adopted Sandy Transportation System Plan (TSP) rather than directly listing arterial and collector streets in the code. This modification reduces the need to modify the development code when the TSP is modified. The updated code also exempts the Central Business District (C-1) from Chapter 17.80 regulations.

17.82 Special Setbacks on Transit Streets

The proposed code changes delete a majority of the code sections within this chapter and update building orientation requirements for dwellings adjacent to transit streets. This update removes all references to commercial structures and uses as was intended when Sandy Style was adopted.

17.102 Urban Forestry

The proposed code changes clarify definitions and application submittal requirements, and exempt tree removal required for the maintenance or improved safety of public parks. These modifications also increase tree retention requirements to be consistent with those set for the Bornstedt Village Overlay (BVO), and create a second urban forestry fund to collect fee-in-lieu payment for required mitigation trees. Additionally, the update requires recording a tree protection covenant and placing retention trees in tree preservation tracts or a conservation easement, instead of on small individual lots close to anticipated house footprints.

On September 24, 2018, the Planning Commission voted 6-0 to recommend the proposed code revisions with a few minor changes.

Recommendation:

Staff recommends the City Council hold a public hearing to take testimony regarding modifications to Chapters 17.22, 17.28, 17.80, 17.82, and 17.102 and approve the proposed code revisions.

I make a motion to approve the proposed code revisions to the City of Sandy Development Code Chapters 17.22, 17.28, 17.80, 17.82, and 17.102.

Code Analysis:

Exhibit A Chapter 17.22 Code Modifications

Exhibit B Chapter 17.28 Code Modifications

Exhibit C Chapter 17.80 Code Modifications

Exhibit D Chapter 17.82 Code Modifications

Exhibit E Chapter 17.102 Code Modifications

Exhibit F PC Staff Report and Exhibits

Financial Impact:

None

**CHAPTER 17.22
NOTICES**

17.22.00 INTENT

The requirement for notice to affected property owners, governmental agencies, public utility providers, etc., is intended to ~~assure that an opportunity is provided~~ provide those persons and entities an opportunity for comments to be submitted regarding to comment on a proposed development and to afford ~~citizens-~~ interested parties the opportunity to participate in the land use decision making process.

17.22.10 TYPE II QUASI-JUDICIAL NOTICE

- A. The applicant or authorized agent;
- B. Any person who owns property within 2300 ft., excluding street right-of-way, of the development site;
- C. Any other person, agency, or organization that may be designated by the Code;
- D. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing.
- E. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

17.22.20 TYPE III QUASI-JUDICIAL NOTICE

Where a quasi-judicial hearing is required by this Code notice shall be mailed to the following:

- A. The applicant or authorized agent;
- B. Any person who owns property within 3500 ft., excluding street right-of-way, of the development site, except as otherwise authorized by this Code;
- C. Tenants of any existing manufactured-dwelling park for which a zoning district change is proposed;
- D. Any other person, agency, or organization that has filed with the Director a request to receive notices of hearings and has paid a reasonable fee to cover the cost of providing notice;
- E. Any other person, agency, or organization that may be designated by the Code;
- F. Any other person, agency, or organization that may be designated by the City Council or its agencies;
- G. Any other resident owner of property whom the Director determines is affected by the application;
- H. Any neighborhood or community organization recognized by the governing body and whose boundaries include the site;

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Revised by Ordinance 2008-05 effective 04/02/08

- I. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing;
- J. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

17.22.30 TYPE IV LEGISLATIVE HEARING NOTICE

- A. The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed Comprehensive Plan amendments and Development Code amendments ~~at least 45 days~~ before the first evidentiary hearing in accordance with OAR 660-018-0020. The notice to DLCD shall include an affidavit of transmittal. ~~DLCD Certificate of Mailing~~.
- B. Notice shall be sent by mail at least 20 days, but not more than 40 days, prior to the first evidentiary hearing to owners of property if the proposed action would “rezone” the property according to ORS 227.186.
- C. Additional notices may be mailed to other property owners or posted as determined appropriate by the Director based on the impact of the proposed development.

17.22.40 CONTENTS OF NOTICE

The notice provided by the City shall:

- A. Explain the nature of the application and the proposed use or uses which could be authorized;
- B. List the applicable criteria from the ordinance and the Plan that apply to the application at issue:
 - 1. Nature of the proposed development and the proposed uses that could be authorized;
 - 2. Legal description, address, or tax map designations;
 - 3. Map showing the location of a zoning change, subdivision, or proposed development;
 - 4. Name and telephone number of a staff member from whom additional information can be obtained;
 - 5. Where a zone change or subdivision is proposed, the notice shall include the statement that the hearing body may consider modifications to what was requested by the applicant.
- C. Set forth the street address or other easily understood geographical reference to the subject property;
- D. State the date, time and location of the hearing or the date by which written comments may be submitted, as applicable to the type of land use action;
- E. For quasi-judicial notices, ~~State-state~~ that failure to raise an issue ~~in a hearing~~, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue, prior to the closing of the record of the proceeding, precludes an appeal based on that issue;

- F. State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost;
- G. ~~State~~ For quasi-judicial notices, state that a copy of the staff report will be available for inspection at no cost at least seven (7) calendar days prior to the hearing and will be provided at a reasonable cost; and
- H. Include a general explanation of the requirements for submission of testimony and the procedures for conducting the hearings.

17.22.50 MAILING OF NOTICES

- A. Type III and Type IV notices must be mailed at least:
 - 1. Twenty days before the evidentiary hearing; or
 - 2. If two or more evidentiary hearings are allowed, ten days before the first evidentiary hearing.
- B. Type II Limited Land Use Decision notices must be mailed at least:
 - 1. Fourteen days in advance of a pending Type II decision.

17.22.60 PUBLICATION OF NOTICES

Notice of public hearings shall be published in a newspaper of general circulation at least 10 days in advance of the hearing.

17.22.70 CONTINUED HEARINGS

Where a hearing is continued to a date certain, no additional notice need be given.

17.22.80 LIST OF PROPERTY OWNERS

The applicant shall provide a certified list of property owners and mailing labels as required by notice provisions of this Code. Unless otherwise provided, addresses for a mailed notice shall be obtained from the County's real property tax records. Unless the address is on file with the Director, a person whose name is not in the tax records at the time of filing of an application, or of initiating other action not based on an application, need not be furnished mailed notice.

CHAPTER 17.28 APPEALS

17.28.00 INTENT

This chapter sets forth procedures for processing an appeal of a decision made by staff, the Planning Commission or the City Council.

17.28.10 REQUEST FOR REVIEW-APPEAL OF DECISION

- A. Type I or Type II Procedure. ~~An affected party may appeal a Type I or Type II decision to the Planning Commission. The party must file an appeal with the Director within 12 calendar days of the date the city mails notice of the decision~~ ~~decision on a land use proposal or permit may be appealed to the Planning Commission by an affected party by filing an appeal with the Director within 12 calendar days of notice of the decision.~~ The notice of appeal shall indicate the nature of the ~~interpretation~~ decision that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type I and II decisions ~~the matter at issue will be a determination of the appropriateness of the interpretation of the requirements of the Code.~~
- B. Type III Procedure. ~~An affected party may appeal a~~ decision of the Planning Commission ~~may be appealed~~ to the City Council. ~~The party must file an appeal~~ ~~by an affected party by filing an appeal~~ within ~~10-12~~ calendar days of notice of the decision. The notice of appeal shall indicate the decision that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type III decisions. The City Council's decision regarding an appeal of a Planning Commission decision is final for the purposes of an appeal to the Land Use Board of Appeals.
- C. Type IV Procedure. A Type IV decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) or to ~~the legal authority governing land use regulations and issues by an affected party by filing an appeal in accordance with applicable statutes~~ other tribunals in accordance with Oregon law.

17.28.20 REQUIREMENTS OF APPEAL APPLICATION

- A. An application for an appeal shall contain at least all of the following:
1. An identification of the decision sought to be reviewed, including the date of the decision;
 2. A statement of the interest of the person seeking review and that he/she was a party to the initial proceedings;
 3. The specific grounds relied upon for review;
 4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Chapter 17.28.50; and
 5. Payment of required filing fees. Payment of required filing fees is jurisdictional and must accompany an appeal at the time it is filed.
- ~~5-6.~~ The name and mailing address of the person or entity appealing the decision.

17.28.30 SCOPE OF REVIEW

- A. Except where a *de novo* hearing is required for review of Type II (Limited Land Use) decisions, an appeal is limited to a review of the record and a hearing for receipt of oral arguments regarding the record. At its discretion and if good cause has been demonstrated by the appellant or ~~city~~-City staff, the hearing body may allow an appeal to include new evidence based upon circumscribed issues relevant to the appeal, or it may allow a *de novo* hearing.

17.28.40 REVIEW ON THE RECORD

Unless otherwise provided under subsection 17.28.50, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include:

- A. A factual report prepared by the Director;
- B. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review;
- C. The transcript of the hearing below, if previously prepared; otherwise, a detailed summary of the evidence, but the details need not be set forth verbatim.

The reviewing body shall make its decision based upon the record after first granting the right of argument but not the introduction of additional evidence to any party who has filed a notice of appeal.

17.28.50 REVIEW CONSISTING OF ADDITIONAL EVIDENCE OR DE NOVO REVIEW

- A. Except where a *de novo* hearing is required for review of Type II (Limited Land Use) decisions, the reviewing body may hear the entire matter *de novo*; or it may admit additional testimony and other evidence without holding a *de novo* hearing if it is satisfied that the additional testimony or other evidence could not reasonably have been presented at the prior hearing. The reviewing body shall consider all of the following in making such a decision:
 - 1. Prejudice to the parties;
 - 2. Convenience or availability of evidence at the time of the initial hearing;
 - 3. Surprise to opposing parties;
 - 4. The competency, relevancy and materiality of the proposed testimony or other evidence.
- B. "De novo hearing" shall mean a hearing by the review body as if the action had not been previously heard and as if no decision had been rendered, except that all testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.

17.28.60 REVIEW BODY DECISION

- A. Upon review, the review body may by order affirm, reverse or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of the hearing body, the review body,

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Revised by Ordinance 2008-05 effective 04/02/08

in its order, shall set forth its finding and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter back to the hearing body for such further consideration as it deems necessary, it shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify it.

~~B. Action by the review body shall be decided by a majority vote of its members present at the meeting at which review as made and shall be taken either at that or any subsequent meeting. The review body shall render its decision no later than 90 days after the filing of the request for review and shall file that decision with the City Recorder within 10 days after it is rendered.~~

CHAPTER 17.80
ADDITIONAL SETBACKS ON COLLECTOR AND ARTERIAL STREETS

17.80.00 INTENT

The requirement of additional special setbacks for development on arterial or collector is intended to provide better light, air and vision on more heavily traveled streets. The additional setback, on substandard streets, will protect collector and arterial streets and permit the eventual widening of streets.

17.80.10 APPLICABILITY

These regulations apply to all collector and arterial and collector streets as identified in the latest adopted edition of the Sandy Transportation System Plan (TSP). The Central Business District (C-1) is exempt from Chapter 17.80 regulations. to all property abutting the following streets:

A. Minor Arterials:

- ~~SE 362nd Avenue (Duncan Road)~~
- ~~Bluff Road~~
- ~~Kelso Road~~
- ~~Ten Eyck Road~~
- ~~Langensand Road~~
- ~~Bornstedt Road~~
- ~~Bell Street~~

B. Collector Streets:

- ~~Industrial Way~~
- ~~Sandy Heights (Wewer Road) Street~~
- ~~Tupper Road~~
- ~~Meinig Road (south of Proctor)~~
- ~~Meinig Road (First Avenue)~~
- ~~McCormick~~
- ~~Van Fleet Street~~
- ~~Gary Street~~
- ~~Pleasant Street~~
- ~~Sunset Street~~

C. Residential Minor Arterial

- ~~Dubarko Road~~

17.80.20 SPECIFIC SETBACKS

Any structure located on streets listed above or identified in the Transportation System Plan as arterials or collectors shall have a minimum setback of 20 feet measured from the property line. This applies to applicable front, rear and side yards.

CHAPTER 17.82
SPECIAL SETBACKS ON TRANSIT STREETS
~~(This Chapter is only applicable to residential development)~~

17.82.00 INTENT

The intent is to provide for convenient, direct, and accessible pedestrian access to and from public sidewalks and transit facilities; ~~and~~ provide a safe, pleasant and enjoyable pedestrian experience by connecting activities within a structure to the adjacent sidewalk and/or transit street; and, promote the use of pedestrian, bicycle, and transit modes of transportation. ~~to retail and commercial activities.~~

17.82.10 APPLICABILITY

This chapter applies to all residential development located adjacent to a collector or arterial street. A transit street is defined as any street designated as a collector or arterial, unless otherwise determined by the City of Sandy Transit Director. ~~within 400 feet of an existing or proposed transit street (typically a major significant arterial or major collector street) must comply with one of two options. Directive options require compliance with specific standards unless exempted. Discretionary options place the burden of preferential treatment for transit and pedestrian use on the project designer.~~

17.82.20 BUILDING ORIENTATION

- A. All residential buildings shall have their primary entrances oriented toward a transit street rather than a parking area, or if not adjacent to a transit street, toward a public right-of-way or private walkway which leads to a transit street. Multi-family residential buildings adjacent to a transit street shall have the primary entrances of all ground floor dwelling units oriented toward a transit street, unless otherwise reviewed and approved by the Director.
- B. Buildings shall have a primary entrance connecting directly between the street and building interior. A clearly marked, convenient, safe and lighted pedestrian route shall be provided to the entrance, from the transit street. The pedestrian route shall consist of materials such as concrete, asphalt, stone, brick, permeable pavers, or other materials as approved by the Director. The pedestrian path shall be permanently affixed to the ground with gravel subsurface or a comparable subsurface as approved by the Director. ~~This entrance shall be open to the public during all business hours and shall comply with the accessibility standards of the Uniform Building Code.~~
- C. ~~In lieu of a building entrance oriented to a transit street, a building's entrance may be enhanced and identified in the following manner:~~
- ~~1. An entrance plaza of at least 150 square feet, at least 100 square feet of which shall be visible from the transit street. The entrance plaza shall be at least 10 feet wide at the narrowest dimension; and~~
 - ~~2. A permanent building feature (e.g. a portico, porch or awning) shall be visible from the transit street, signifying an entrance; and~~
 - ~~3. Pedestrian-scale lighting shall be required at the entrance; and~~
 - ~~4. A clearly marked, convenient, safe and lighted pedestrian route shall be provided to the entrance, from the transit street.~~

~~D.C.~~ Primary building entrances shall be architecturally emphasized and visible from the street and shall include a covered porch at least 5 feet in depth. ~~Building entrances shall incorporate arcades, roofs, porches, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun. Continuous arcades are strongly encouraged.~~

~~E.~~ All building entrances and exits shall be well lit. Lighting shall be a pedestrian scale (3' - 12') and the source light shall be shielded to reduce glare.

~~F.~~ For commercial buildings with facades over 300 feet in length on a transit street, two or more building entrances on the street must be provided.

~~G.D.~~ If the site has frontage on more than one transit street, the building shall provide one main entrance oriented to a transit street or to a corner where two transit streets intersect.

~~17.82.30 — PARKING, LOADING AND SERVICE AREAS~~

~~All developments shall meet these parking area location and design standards:~~

~~A.~~ Parking lots shall be located behind or beside buildings or on one or both sides. Parking and maneuvering areas are prohibited between the building facade with the primary entrance and the street. Parking lots and maneuvering areas located to the side of a building shall not occupy more than 50% of the site's frontage onto a transit street. Parking lots and maneuvering areas on corner lots shall not be located adjacent to intersections.

~~B.~~ Service and loading areas shall not be located on the frontage of a transit street.

~~C.~~ In order to eliminate the need to use public streets for movements between commercial or industrial properties, parking areas shall be designed to connect with parking areas on adjacent properties unless not feasible. Access easements between properties shall be required where necessary to provide for parking area connections.

~~D.~~ In order to facilitate pedestrian and bicycle traffic, access and parking area plans shall provide efficient sidewalk and/or walkway connections between neighboring developments or land use.

~~17.82.40 — ACCESS, EGRESS AND CIRCULATION~~

~~A.~~ Walkways shall be constructed between a new development and neighboring developments. If connections are not currently available, then planned connections shall be designed to provide an opportunity to connect adjoining developments.

~~B.~~ The maximum distance between a parking space and a walkway shall not exceed 100 feet. All surface treatments of walks shall be firm, stable, and slip resistant.

~~C.~~ Walkways shall be paved with hard surfaced materials such as concrete, asphalt, stone, brick, etc. Walkways may be required to be lighted and/or signed as needed for safety purposes.

~~D.~~ Where a walkway crosses or adjoins a vehicular way (and where there are no curbs, railing or other elements separating the pedestrian and vehicular area detectable by a person who has a severe vision impairment) the boundary between the areas shall be defined by a marked crosswalk having a continuous, detectable marking not less than 36 inches wide. Pedestrian

~~walkways crossing driving aisles shall be clearly marked with contrasting slip-resistant materials, and comply with the Uniform Building Code on Accessibility.~~

~~E. Where required for pedestrian access, interior landscape strips provided between rows of parking shall be at least 10 feet in width to accommodate pedestrian walkways, shrubbery, and trees 20 to 30 feet on center. Angled or perpendicular parking spaces shall provide bumper stops or widened curbs to prevent bumper overhang into interior landscaped strips or walkways.~~

~~F. If no other practical access exists in commercial or industrial zones, joint access and the provision of reciprocal easements shall be required as a condition of issuing a building permit.~~

~~17.82.50 SETBACKS SINGLE BUILDING ON A SITE~~

~~For sites with one building, a minimum of 20 feet or 50% of the face of the building, whichever is greater shall not exceed a maximum front yard setback of 50 feet. The primary entrance shall be contained within that portion of the building meeting the maximum setback requirement.~~

~~17.82.60 SETBACKS MULTIPLE BUILDINGS ON A SITE~~

~~For sites with more than one building, buildings shall occupy at least 40% of the site frontage. The building setback shall not exceed 50 feet. Satellite (pad site) buildings shall comply with the setback requirement of Chapter 17.82.20 above.~~

~~17.82.70 ALTERNATIVE DEVELOPMENT OPTION~~

~~An alternative development option is reviewed through a Type III procedure. An alternative development option requires:~~

~~A. That the project meets the intent and requirements of the Transportation Planning Rule (OAR 660-12-000 et seq.) based on the specific features of the site and surrounding properties. Costs of any third-party review to determine compliance with the Transportation System Plan or the Transportation Planning Rule will be assessed to the developer.~~

~~B. That the intent of Chapter 17.82 be met.~~

~~C. That the results are functionally equivalent to a project of similar size and type using the specific standards set forth in Chapter 17.82.~~

~~17.82.80 EXEMPTIONS~~

~~The following permitted uses are exempt from meeting the requirements of this section:~~

~~A. Building materials sales and supplies and retail lumber yards~~

~~B. Car washes~~

~~C. Commercial parking facilities, excluding commercial parking structures.~~

~~D. Heavy equipment sales~~

—
E. ~~Manufactured home sales~~

—
F. ~~Motor vehicle service stations, excluding convenience stores associated therewith.~~

—
G. ~~Motor vehicle service, maintenance and repair facilities, including oil and lubrication services, tire and muffler installation and service, body shops or other motor vehicle services but excluding retail or wholesale outlets selling motor vehicle parts and accessories without providing for on-site installation.~~

—
H. ~~Motor vehicle, recreational vehicle, boat or travel trailer sales, leasing, retail or storage.~~

—
I. A. Truck stops

**CHAPTER 17.102
URBAN FORESTRY**

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17.102.00 INTENT

A. This chapter is intended to conserve and replenish the ecological, aesthetic and economic benefits of urban forests, by regulating tree removal on properties greater than half an acre (0.5 acres or 21,780 square feet) and properties less than half an acre (0.5 acre) that contain retention and/or mitigation tree(s) ~~greater than one acre~~ within the Sandy Urban Growth Boundary.

A.B. This chapter is intended to facilitate preservation of retention/mitigation trees.

B.C. This chapter is intended to facilitate planned urban development as prescribed by the Sandy Comprehensive Plan, through the appropriate location of harvest areas, landing and yarding areas, roads and drainage facilities.

C.D. This chapter shall be construed in a manner consistent with Chapter 17.60 Flood and Slope Hazard Overlay District. In cases of conflict, Chapter 17.60 shall prevail.

17.102.10 DEFINITIONS

Technical terms used in this chapter are defined below. See also Chapter 17.10, Definitions.

Urban Forestry Related Definitions

- Caliper: The diameter of a tree measured 6 inches above the ground.
- **Diameter at Breast Height (DBH):** The diameter of a tree inclusive of the bark measured 4½ feet above ~~the~~ mean ground level at the base of the trunk, on the uphill side of a tree.
- **Hazard Tree:** A tree located within required setback areas or a tree required to be retained as defined in 17.102.50 that is cracked, split, leaning, or physically damaged to the degree that it is likely to fall and injure persons or property. Hazard trees include diseased trees, meaning those trees with a disease of a nature that, without reasonable treatment or pruning, is likely to spread to adjacent trees and cause such adjacent trees to become diseased ~~or~~ and thus become hazard trees.
- Mitigation Tree: A tree that is planted to compensate for removal of a protected tree and is subject to specific standards for removal and replacement.
- Nuisance Tree: A tree of a species listed on the City of Portland’s "Nuisance Plant List."

- **Protected Setback Areas:** Setback areas regulated by the Flood and Slope Hazard Ordinance (FSH), Chapter 17.60, ~~and including 780~~ feet from top of bank of Tickle Creek and 50 feet from top of bank of other perennial streams outside the city limits, within the urban growth boundary.
- **Retention Tree:** A tree that is protected as a requirement of development and is subject to specific standards for removal and replacement.
- **Tree:** For the purposes of this chapter, tree means any living, standing, woody plant having a trunk ~~11-6~~ inches DBH or greater.
- **Tree Protection Area:** The area reserved around a tree or group of trees in which no grading, access, stockpiling or other construction activity shall occur.
- **Tree Removal:** Tree removal means to cut down a tree, ~~11 inches DBH or greater~~, or remove 50 percent or more of the crown, trunk, stem or root system of a tree; or to damage a tree so as to cause the tree to decline and/or die. ~~Tree removal includes topping, but does not include normal~~ trimming or pruning of trees in accordance with the American National Standards Institute (ANSI) "A 300 Pruning Standards" and companion "Best Management Practices for Tree Pruning" published by the International Society of Arboriculture.

17.102.20 APPLICABILITY

This chapter applies only to properties within the Sandy Urban Growth Boundary (UGB) that are greater than half an acre ~~one (1)~~ (0.5 acre) including contiguous parcels under the same ownership, and properties that are less than half an acre (0.5 acre) that contain required retention and/or mitigation tree(s).

- A. General: No person shall cut, harvest, or remove trees ~~11 inches DBH or greater~~ without first obtaining a permit and demonstrating compliance with this chapter.
1. As a condition of permit issuance, the applicant shall agree to implement required provisions of this chapter and to allow all inspections to be conducted.
 2. Tree removal is subject to the provisions of Chapter 15.44, Erosion Control, Chapter 17.56, Hillside Development, ~~and~~ Chapter 17.60 Flood and Slope Hazard, Chapter 17.90, and Chapter 17.92 Landscaping and Screening.
- B. Exceptions: The following tree removals are exempt from the requirements of this chapter.
1. Tree removal as required by the ~~city~~ City or public utility for the installation or maintenance or repair of public roads, public utilities, public structures, or other public structures infrastructure.
 2. Tree removal to prevent an imminent threat to public health or safety, or prevent imminent threat to public or private property, or prevent an imminent threat of serious environmental degradation. In these circumstances, a Type I tree removal permit shall be applied for within seven (7) calendar days following the date of tree removal.
 - ~~2.3.~~ Tree removal required for the maintenance or improved safety of public parks as jointly determined by the City of Sandy Public Works and Planning Departments.

17.102.30 PROCEDURES AND APPLICATION REQUIREMENTS

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A person who desires to remove trees shall first apply for and receive one of the following tree cutting permits before tree removal occurs:

A. Type I Permit. The following applications shall be reviewed under a Type I procedure:

1. Tree removal on sites within the city limits under contiguous ownership where ~~50-20~~ or fewer trees are requested to be removed.
2. Removal of a hazard tree or trees that presents an immediate danger of collapse and represents a clear and present danger to persons or property.
3. Removal of up to two trees per year, six inches DBH or greater within the FSH Overlay District as shown on the City Zoning Map and described in Chapter 17.60.
4. Tree removal on sites outside the city limits and within the urban growth boundary and outside protected setback areas.
5. Removal of up to two trees per year outside the city limits within the UGB and within protected setback areas.

An application for a Type I Tree Removal permit shall be made upon forms prescribed by the City to contain the following information:

1. Two copies of a scaled site plan to contain the following information:

- a. Dimensions of the property and parcel boundaries.
 - ~~a.~~ b. Location, species, size, and condition of all trees 6 inches DBH or greater on the property and on adjacent properties within 25 feet of the subject property.
 - ~~b.~~ c. Location, condition, size, and species of trees 11" inches DBH or greater to be retained.
 - ~~d.~~ e.—Location and type of tree protection measures to be installed.
 - ~~e.~~ e. Location, size, and species of mitigation trees (if applicable).
2. A brief narrative describing the ~~project~~work to be performed.
 3. Estimated starting and ending dates for tree removal.
 4. A scaled re-planting plan indicating ground cover type, species of trees to be planted, and general location of re-planting.
 5. An application for removal of a hazard tree within a protected setback area or a tree required to be retained as defined in Chapter 17.102.50 or a tree identified as a required retention or mitigation tree on a recorded tree protection covenant shall also contain a report from a certified arborist or professional forester indicating that the condition or location of the tree presents a hazard or danger to persons or property and that such hazard or danger cannot reasonably be alleviated by treatment or pruning.

B. Type II Permit. The following applications shall be reviewed under a Type II procedure:

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1. Tree removal on sites under contiguous ownership where greater than ~~50~~20 trees are requested to be removed as further described below:

- a. Within City Limits: outside of FSH Restricted Development Areas as defined in Chapter 17.60.

An application for a Type II Permit shall contain the same information as required for a Type I permit above in addition to the following:

- a. A list of property owners on mailing labels within ~~200~~300 feet of the subject property.
- b. A written narrative addressing ~~permit review criteria in 17.102.40~~ the tree retention and protection requirements in 17.102.50, or other criteria as determined necessary for review.

C. Type III Permit. The following applications shall be reviewed under a Type III procedure:

- 1. Request for a variance to tree retention requirements as specified in Section 17.102.50 may be permitted subject to the provisions of 17.102.70.

An application for a Type III Permit shall contain the same information as required for a Type I permit in addition to the following:

- a. A list of property owners on mailing labels within ~~300~~500 feet of the subject property.
- b. A written narrative addressing applicable code sections 17.102.50, 17.102.60, and 17.102.70.

17.102.40 PERMIT REVIEW

An application for a Type II or III tree removal permit shall demonstrate that the provisions of Chapter 17.102.50 are satisfied. The ~~Planning~~ Director may require a report from a certified arborist or professional forester to substantiate the criteria for a permit. Costs of any third-party review to determine compliance with Chapter 17.102 will be assessed to the developer.

- A. The Director shall be responsible for interpreting the provisions of this chapter. The Director may consult with the Oregon Department of Forestry in interpreting applicable provisions of the Oregon Forest Practices Act (OAR Chapter 629). Copies of all forestry operation permit applications will be sent to the Oregon Department of Forestry and Department of Revenue. The City may request comments from the Oregon Department of Forestry, the Oregon Department of Fish & Wildlife or other affected state agencies.
- B. Expiration of Tree Removal Permits. Tree removal permits shall remain valid for a period of ~~one~~two (2) years from the date of issuance or date of final decision by a hearing body, if applicable. A 30-day extension shall be automatically granted by the ~~Planning~~ Director if requested in writing before the expiration of the permit. Permits that have lapsed are void.

17.102.50 TREE RETENTION AND PROTECTION REQUIREMENTS

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A. Tree Retention:— The landowner is responsible for retention and protection of trees required to be retained as specified below:

1. ~~1.~~—At least three (3) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership.
- ~~1.2.~~ At least six (6) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership within 300 feet of the Flood and Slope Hazard (FSH) overlay district.
- ~~3.~~ Retained trees can be located anywhere on the site at the landowner's discretion and Director approval before the harvest begins. Clusters of trees are encouraged.
4. Retention trees shall be placed in a conservation easement or tree preservation tract.
- ~~5.~~ Trees proposed for retention shall be in good condition, healthy and likely to grow to maturity, and be located to minimize the potential for blow-down following the harvest. Retention trees shall not be nuisance species.
- ~~6.~~ If possible, at least two of the required trees per acre must be of native-conifer species native to western Oregon.
7. Trees within the required protected setback areas may be counted towards the tree retention standard if they meet these requirements.
8. The applicant shall record a tree protection covenant that details the species and location of the required retention trees and the location of the associated tree protection area located 5 feet beyond the drip line.

B. Tree Protection Area:— Except as otherwise determined by the ~~Planning~~ Director, all tree protection measures set forth in this section shall be instituted prior to any development activities and removed only after completion of all construction activity. Failure to install or maintain tree protection measures is a violation of the Code and may result in a fee, penalty, or citation. Tree protection measures are required for land disturbing activities including but not limited to tree removal, clearing, grading, excavation, or demolition work.

1. Trees identified for retention shall be marked with yellow flagging tape and protected by protective barrier fencing placed five feet beyond the drip line of the tree, but in no case no less than 10 horizontal feet from the outside edge of the trunk.
- ~~1.2.~~ Offsite trees that have a tree protection area (5 feet beyond the drip line) that overlaps with the development property also require tree protection fencing.
- ~~2.3.~~ Required fencing shall be installed per the City of Sandy tree protection fencing standard detail. a minimum of six feet tall supported with metal posts placed no farther than ten feet apart installed flush with the initial undisturbed grade. A sign that is clearly marked "Tree Protection Zone" shall be prominently attached to the fence and shall describe the penalties for violation.
- ~~3.4.~~ No construction activity shall occur within the tree protection zone, including, but not limited to dumping or storage of materials such as building supplies, soil, waste items, equipment, or parked vehicles.

C. Inspection. The applicant shall not proceed with any tree removal or construction activity, except erosion control measures, until the City has inspected and approved the installation of tree protection measures. Within 15 days of the date of accepting an application for a Type I permit, the ~~city~~ City shall complete an onsite inspection of proposed activities and issue or

deny the permit. Within 15 days of issuing a Type II or Type III permit, the ~~city~~City shall complete an onsite inspection of proposed activities.

For ongoing forest operations, the permit holder shall notify the ~~city~~City by phone or in writing 24 hours prior to subsequent tree removal. The ~~city~~City may conduct an onsite re-inspection of permit conditions at this time.

17.102.60 TREE REPLANTING REQUIREMENTS

1. All areas with exposed soils resulting from tree removal shall be replanted with a ground cover of native species within 30 days of harvest during the active growing season (April 1 – September 30), or by June 1st of the following spring.
2. All areas with exposed soils resulting from tree removal occurring between October 1 and March 31 (or as required by the City) shall also be covered with straw to minimize erosion.
3. Removal of hazard trees as defined shall be replanted with two native trees of quality nursery stock for every tree removed.
4. Tree Removal allowed within the FSH Overlay District shall be replanted with at least two native trees of quality nursery stock for every tree removed.
5. Tree Removal not associated with a development plan must be replanted following the provisions of OAR Chapter 629, Division 610, Section 020-060

17.102.70 VARIANCES

Under a Type III review process, the Planning Commission may allow newly-planted trees to substitute for retained trees if:

1. The substitution is at a ratio of at least two-to-one (i.e., at least two native quality nursery grown trees will be planted for every protected tree that is removed);
2. The trees are a minimum of 6 feet in height (if evergreen) or 1.5-inch caliper (if deciduous);
3. The proposed location of the mitigation trees is protected with tree protection fencing during construction activity such that the mitigation trees are not planted in compacted soil;
4. The species and location of the mitigation trees and associated tree protection area at least 5 feet beyond the drip line (but no less than 10 horizontal feet from the outside edge of the trunk) is recorded in a tree protection covenant;
- ~~1.5.~~ Mitigation trees shall be placed in a conservation easement or tree ~~protection~~ preservation tract; and
- ~~2.6.~~ The substitution more nearly meets the intent of this ordinance due to at least one of the following:

 - a. The location of the ~~existing and~~ proposed new trees is more compatible with required public infrastructure than the location of existing trees.~~;~~~~or~~
 - b. The physical condition of the existing trees or their compatibility with the existing soil and climate conditions~~;~~~~or~~
 - c. An undue hardship of creating a development below the minimum density requirement is caused by the requirement for retention of existing trees.
 - d. Tree removal is necessary to protect a designated public scenic view corridor.

17.102.80 ENFORCEMENT

The provisions of Chapter 17.06, Enforcement, shall apply to tree removal that is not in conformance with this chapter [and other violations of Chapter 17.102, Urban Forestry, including but not limited to failure to install or maintain tree protection measures, topping and excessive pruning, non-compliance with terms and conditions of a tree and/or development permit, removal or failure to maintain required trees, and conducting regulated activities without a tree permit](#). Each unauthorized ~~tree removal~~ violation shall be considered a separate offense for purposes of assigning penalties under Section 17.06.80. ~~Funds~~ [Seventy \(70\) percent of funds](#) generated as a result of enforcement of this ordinance shall be dedicated to the Urban Forestry Fund established under Section 17.102.100 below.

17.102.90 APPLICABILITY OF THE OREGON FOREST PRACTICES ACT

The following provisions of the Oregon Forest Practices Act (OAR Chapter 629) are adopted by reference for consideration by the City in the review of Forest Operations Plans. Although the Director may seek advice from the Department of Forestry, the Director shall be responsible for interpreting the following provisions.

Division 610 ~~— Forest Practices~~ Reforestation ~~Stocking Standards~~ Rules. Where reforestation is required, the provisions of OAR Chapter 629, Division 610, Section 020-060, [Reforestation Stocking Standards](#), shall be considered by the Director, in addition to the requirements of Section 17.102.60.

Division 615 - Treatment of Slash. Slash shall not be placed within the protected setback areas. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 615 in determining how to dispose of slash.

Division 620 - Chemical and Other Petroleum Products Rules. The storage, transferring, cleaning of tanks and mixing of chemicals and petroleum products shall occur outside the protected setback areas. Aerial spraying shall not be permitted within the Urban Growth Boundary. Otherwise, the provisions of Chapter 629, Division 620 shall apply.

Division 625 ~~— Forest~~ Road Construction and Maintenance. Forest roads, bridges and culverts shall not be constructed within the protected setback areas, except where permitted within the FSH overlay area as part of an approved urban development. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 625 in the review of road, bridge and culvert construction.

Division 630 - Harvesting. Forest harvesting operations, including but not limited to skidding and yarding practices, construction of landings, construction of drainage systems, treatment of waste materials, storage and removal of slash, yarding and stream crossings, shall not be permitted within protected setback areas. Otherwise, the provisions of Chapter 629, Division 630 shall apply.

17.102.100 URBAN FORESTRY FUND CREATED

In order to encourage planting of trees, the City will create a fund or account to be used for tree

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planting in rights-of-way, city parks, riparian areas, and other public property. The source of funds will be [penalty enforcement](#), donations, grants, and any other funds the City Council may designate.

[The City will create a second fund or account to collect fee-in-lieu payment for required mitigation trees. These funds will be used to plant native trees in parks, open spaces, private tree preservation tracts, or other City owned land in cases where mitigation trees are not able to be located on the property on which they are required to be planted.](#)

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City of Sandy Staff Report

DATE: September 14, 2018

TO: Planning Commission

FROM: Kelly O'Neill Jr., Planning & Building Director
Emily Meharg, Associate Planner

SUBJECT: File No. 18-039 DCA, Chapters 17.22 Notices, 17.28 Appeals, 17.80 Additional Setbacks on Collector and Arterial Streets, 17.82 Special Setbacks on Transit Streets, and 17.102 Urban Forestry

File No. 18-039 DCA proposes to amend Chapters 17.22, 17.28, 17.80, 17.82, and 17.102 containing procedures and conditions for notices, appeals, setbacks on arterial & collector streets, special setbacks on transit streets, and urban forestry regulations. These updates primarily remove inconsistencies in the development code. The Commission's role in this process is to forward recommendations to the City Council.

I. SUMMARY (5 code sections)

17.22 Notices

The proposed code changes increase the noticing distance for a Type I notice from property owners within 200 feet of the development site to property owners within 300 feet of the development site; and increase the noticing distance for a Type II notice from property owners within 300 feet of the development site to property owners within 500 feet of the development site. This update also modifies the language related to DLCD noticing to stay in compliance with the 35-day noticing period.

17.28 Appeals

The proposed code change increases the appeal period for a Type III procedure from 10 to 12 calendar days from notice of the decision. This is consistent with the 12 day appeal period for Type I and II procedures.

17.80 Additional Setbacks on Collector and Arterial Streets

The proposed code change references the latest adopted Sandy Transportation System Plan (TSP) rather than directly listing arterial and collector streets in the code. This modification reduces the need to modify the development code when the TSP is modified. The updated code also exempts the Central Business District (C-1) from Chapter 17.80 regulations.

17.82 Special Setbacks on Transit Streets

The proposed code changes delete a majority of the code sections within this chapter and update building orientation requirements for dwellings adjacent to transit streets. This update removes all references to commercial structures and uses as was intended when Sandy Style was adopted.

17.102 Urban Forestry

The proposed code changes clarify definitions and application submittal requirements, and exempt tree removal required for the maintenance or improved safety of public parks. These modifications also increase tree retention requirements to be consistent with those set for the Bornstedt Village Overlay (BVO), and create a second urban forestry fund to collect fee-in-lieu payment for required mitigation trees. Additionally, the update requires recording a tree protection covenant and placing retention trees in tree preservation tracts or a conservation easement, instead of on small individual lots close to anticipated house footprints.

II. RECOMMENDATION

Staff recommends the Planning Commission hold a public hearing to take testimony regarding modifications to Chapters 17.22, 17.28, 17.80, 17.82, and 17.102 and forward a recommendation to the City Council.

ATTACHMENTS:

- Chapter 17.22 Code Modifications
- Chapter 17.28 Code Modifications
- Chapter 17.80 Code Modifications
- Chapter 17.82 Code Modifications
- Chapter 17.102 Code Modifications

EXHIBIT A

CHAPTER 17.22
NOTICES

17.22.00 INTENT

The requirement for notice to affected property owners, governmental agencies, public utility providers, etc., is intended to ~~assure that an opportunity is provided~~ provide those persons and entities an opportunity for comments to be submitted regarding to comment on a proposed development and to afford ~~citizens interested parties~~ the opportunity to participate in the land use decision making process.

17.22.10 TYPE II QUASI-JUDICIAL NOTICE

- A. The applicant or authorized agent;
- B. Any person who owns property within 3200 ft., excluding street right-of-way, of the development site;
- C. Any other person, agency, or organization that may be designated by the Code;
- D. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing.

17.22.20 TYPE III QUASI-JUDICIAL NOTICE

Where a quasi-judicial hearing is required by this Code notice shall be mailed to the following:

- A. The applicant or authorized agent;
- B. Any person who owns property within 5300 ft., excluding street right-of-way, of the development site, except as otherwise authorized by this Code;
- C. Tenants of any existing manufactured-dwelling park for which a zoning district change is proposed;
- D. Any other person, agency, or organization that has filed with the Director a request to receive notices of hearings and has paid a reasonable fee to cover the cost of providing notice;
- E. Any other person, agency, or organization that may be designated by the Code;
- F. Any other person, agency, or organization that may be designated by the City Council or its agencies;
- G. Any other resident owner of property whom the Director determines is affected by the application;
- H. Any neighborhood or community organization recognized by the governing body and whose boundaries include the site;
- I. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing;

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- J. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

17.22.30 TYPE IV LEGISLATIVE HEARING NOTICE

- A. The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed Comprehensive Plan amendments and Development Code amendments ~~at least 45 days~~ before the first evidentiary hearing in accordance with OAR 660-018-0020. The notice to DLCD shall include an affidavit of transmittal. ~~DLCD Certificate of Mailing~~.
- B. Notice shall be sent by mail at least 20 days, but not more than 40 days, prior to the first evidentiary hearing to owners of property if the proposed action would “rezone” the property according to ORS 227.186.
- C. Additional notices may be mailed to other property owners or posted as determined appropriate by the Director based on the impact of the proposed development.

17.22.40 CONTENTS OF NOTICE

The notice provided by the City shall:

- A. Explain the nature of the application and the proposed use or uses which could be authorized;
- B. List the applicable criteria from the ordinance and the Plan that apply to the application at issue:
1. Nature of the proposed development and the proposed uses that could be authorized;
 2. Legal description, address, or tax map designations;
 3. Map showing the location of a zoning change, subdivision, or proposed development;
 4. Name and telephone number of a staff member from whom additional information can be obtained;
 5. Where a zone change or subdivision is proposed, the notice shall include the statement that the hearing body may consider modifications to what was requested by the applicant.
- C. Set forth the street address or other easily understood geographical reference to the subject property;
- D. State the date, time and location of the hearing or the date by which written comments may be submitted, as applicable to the type of land use action;
- E. For quasi-judicial notices, State-state that failure to raise an issue ~~in a hearing~~, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue, prior to the closing of the record of the proceeding, precludes an appeal based on that issue;
- F. State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost;

- G. ~~State~~ For quasi-judicial notices, state that a copy of the staff report will be available for inspection at no cost at least seven (7) days prior to the hearing and will be provided at a reasonable cost; and
- H. Include a general explanation of the requirements for submission of testimony and the procedures for conducting the hearings.

17.22.50 MAILING OF NOTICES

- A. Type III and Type IV notices must be mailed at least:
 - 1. Twenty days before the evidentiary hearing; or
 - 2. If two or more evidentiary hearings are allowed, ten days before the first evidentiary hearing.
- B. Type II Limited Land Use Decision notices must be mailed at least:
 - 1. Fourteen days in advance of a pending Type II decision.

17.22.60 PUBLICATION OF NOTICES

Notice of public hearings shall be published in a newspaper of general circulation at least 10 days in advance of the hearing.

17.22.70 CONTINUED HEARINGS

Where a hearing is continued to a date certain, no additional notice need be given.

17.22.80 LIST OF PROPERTY OWNERS

The applicant shall provide a certified list of property owners and mailing labels as required by notice provisions of this Code. Unless otherwise provided, addresses for a mailed notice shall be obtained from the County's real property tax records. Unless the address is on file with the Director, a person whose name is not in the tax records at the time of filing of an application, or of initiating other action not based on an application, need not be furnished mailed notice.

EXHIBIT B

CHAPTER 17.28 APPEALS

17.28.00 INTENT

This chapter sets forth procedures for processing an appeal of a decision made by staff, the Planning Commission or the City Council.

17.28.10 REQUEST FOR REVIEW-APPEAL OF DECISION

- A. Type I or Type II Procedure. An affected party may appeal a Type I or Type II decision to the Planning Commission. The party must file an appeal with the Director within 12 days of the date the city mails notice of the decision~~decision on a land use proposal or permit may be appealed to the Planning Commission by an affected party by filing an appeal with the Director within 12 calendar days of notice of the decision.~~ The notice of appeal shall indicate the nature of the ~~interpretation decision~~ that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type I and II decisions~~the matter at issue will be a determination of the appropriateness of the interpretation of the requirements of the Code.~~
- B. Type III Procedure. An affected party may appeal a decision of the Planning Commission ~~may be appealed to the City Council. The party must file an appeal by an affected party by filing an appeal~~ within ~~40-12~~ calendar days of notice of the decision. The notice of appeal shall indicate the decision that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type III decisions. The City Council's decision regarding an appeal of a Planning Commission decision is final for the purposes of an appeal to the Land Use Board of Appeals.
- C. Type IV Procedure. A Type IV decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) or to ~~the legal authority governing land use regulations and issues by an affected party by filing an appeal in accordance with applicable statutes~~other tribunals in accordance with Oregon law.

17.28.20 REQUIREMENTS OF APPEAL APPLICATION

- A. An application for an appeal shall contain at least all of the following:
1. An identification of the decision sought to be reviewed, including the date of the decision;
 2. A statement of the interest of the person seeking review and that he/she was a party to the initial proceedings;
 3. The specific grounds relied upon for review;
 4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Chapter 17.28.50; and
 5. Payment of required filing fees. Payment of required filing fees is jurisdictional and must accompany an appeal at the time it is filed.
 - 5-6. The name and mailing address of the person or entity appealing the decision.

17.28.30 SCOPE OF REVIEW

- A. Except where a *de novo* hearing is required for review of Type II (Limited Land Use) decisions, an appeal is limited to a review of the record and a hearing for receipt of oral arguments regarding the record. At its discretion and if good cause has been demonstrated by the appellant or ~~city~~-City staff, the hearing body may allow an appeal to include new evidence based upon circumscribed issues relevant to the appeal, or it may allow a *de novo* hearing.

17.28.40 REVIEW ON THE RECORD

Unless otherwise provided under subsection 17.28.50, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include:

- A. A factual report prepared by the Director;
- B. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review;
- C. The transcript of the hearing below, if previously prepared; otherwise, a detailed summary of the evidence, but the details need not be set forth verbatim.

The reviewing body shall make its decision based upon the record after first granting the right of argument but not the introduction of additional evidence to any party who has filed a notice of appeal.

17.28.50 REVIEW CONSISTING OF ADDITIONAL EVIDENCE OR DE NOVO REVIEW

- A. Except where a *de novo* hearing is required for review of Type II (Limited Land Use) decisions, the reviewing body may hear the entire matter *de novo*; or it may admit additional testimony and other evidence without holding a *de novo* hearing if it is satisfied that the additional testimony or other evidence could not reasonably have been presented at the prior hearing. The reviewing body shall consider all of the following in making such a decision:
 - 1. Prejudice to the parties;
 - 2. Convenience or availability of evidence at the time of the initial hearing;
 - 3. Surprise to opposing parties;
 - 4. The competency, relevancy and materiality of the proposed testimony or other evidence.
- B. "De novo hearing" shall mean a hearing by the review body as if the action had not been previously heard and as if no decision had been rendered, except that all testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.

17.28.60 REVIEW BODY DECISION

- A. Upon review, the review body may by order affirm, reverse or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of the hearing body, the review body,

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in its order, shall set forth its finding and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter back to the hearing body for such further consideration as it deems necessary, it shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify it.

~~B. Action by the review body shall be decided by a majority vote of its members present at the meeting at which review as made and shall be taken either at that or any subsequent meeting. The review body shall render its decision no later than 90 days after the filing of the request for review and shall file that decision with the City Recorder within 10 days after it is rendered.~~

EXHIBIT C

**CHAPTER 17.80
ADDITIONAL SETBACKS ON COLLECTOR AND ARTERIAL STREETS**

17.80.00 INTENT

The requirement of additional special setbacks for development on arterial or collector is intended to provide better light, air and vision on more heavily traveled streets. The additional setback, on substandard streets, will protect collector and arterial streets and permit the eventual widening of streets.

17.80.10 APPLICABILITY

These regulations apply to all collector and arterial and collector streets as identified in the latest adopted edition of the Sandy Transportation System Plan (TSP). The Central Business District (C-1) is exempt from Chapter 17.80 regulations. to all property abutting the following streets:

A. Minor Arterials:

- ~~SE 362nd Avenue (Duncan Road)~~
- ~~Bluff Road~~
- ~~Kelso Road~~
- ~~Ten Eyck Road~~
- ~~Langensand Road~~
- ~~Bornstedt Road~~
- ~~Bell Street~~

B. Collector Streets:

- ~~Industrial Way~~
- ~~Sandy Heights (Wewer Road) Street~~
- ~~Tupper Road~~
- ~~Meinig Road (south of Proctor)~~
- ~~Meinig Road (First Avenue)~~
- ~~McCormick~~
- ~~Van Fleet Street~~
- ~~Gary Street~~
- ~~Pleasant Street~~
- ~~Sunset Street~~

C. Residential Minor Arterial

- ~~Dubarko Road~~

17.80.20 SPECIFIC SETBACKS

Any structure located on streets listed above or identified in the Transportation System Plan as arterials or collectors shall have a minimum setback of 20 feet measured from the property line. This applies to applicable front, rear and side yards.

EXHIBIT D

CHAPTER 17.82 SPECIAL SETBACKS ON TRANSIT STREETS (This Chapter ~~chapter~~ is only applicable to residential development)

17.82.00 INTENT

The intent is to provide for convenient, direct, and accessible pedestrian access to and from public sidewalks and transit facilities; ~~provide a safe, pleasant and enjoyable pedestrian experience by connecting activities within a structure to the adjacent sidewalk and/or transit street; and, promote the use of pedestrian, bicycle, and transit modes of transportation, to retail and commercial activities.~~

17.82.10 APPLICABILITY

~~This chapter applies to~~ All residential development located adjacent to a collector or arterial street within 400 feet of an existing or proposed transit street (typically a major ~~significant arterial or major collector street~~) must comply with one of two options. ~~Directive options require compliance with specific standards unless exempted. Discretionary options place the burden of preferential treatment for transit and pedestrian use on the project designer.~~

Commented [K01]: Why is this clause in here? Can we remove?

17.82.20 BUILDING ORIENTATION

A. All ~~dwelling buildings~~ shall have their primary entrances oriented toward a transit street rather than a parking area, or if not adjacent to a transit street, toward a public right-of-way or private walkway which leads to a transit street.

B. Buildings shall have a primary entrance connecting directly between the street and building interior. ~~A clearly marked, convenient, safe and lighted pedestrian route shall be provided to the entrance, from the transit street. This entrance shall be open to the public during all business hours and shall comply with the accessibility standards of the Uniform Building Code.~~

~~C. In lieu of a building entrance oriented to a transit street, a building's entrance may be enhanced and identified in the following manner:~~

- ~~1. An entrance plaza of at least 150 square feet, at least 100 square feet of which shall be visible from the transit street. The entrance plaza shall be at least 10 feet wide at the narrowest dimension; and~~
- ~~2. A permanent building feature (e.g. a portico, porch or awning) shall be visible from the transit street, signifying an entrance; and~~
- ~~3. Pedestrian scale lighting shall be required at the entrance; and~~
- ~~4. A clearly marked, convenient, safe and lighted pedestrian route shall be provided to the entrance, from the transit street.~~

~~D.C.~~ Primary building entrances shall be architecturally emphasized and visible from the street ~~and Building entrances shall include incorporate a arcades, roofs, covered porches, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun. Continuous arcades are strongly encouraged.~~

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~~E. All building entrances and exits shall be well lit. Lighting shall be a pedestrian scale (3'-12') and the source light shall be shielded to reduce glare.~~

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~~F. For commercial buildings with facades over 300 feet in length on a transit street, two or more building entrances on the street must be provided.~~

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~~G.D. If the site has frontage on more than one transit street, the dwelling building shall provide one main entrance oriented to a transit street or to a corner where two transit streets intersect.~~

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~~17.82.30 — PARKING, LOADING AND SERVICE AREAS~~

~~All developments shall meet these parking area location and design standards:~~

~~A. Parking lots shall be located behind or beside buildings or on one or both sides. Parking and maneuvering areas are prohibited between the building facade with the primary entrance and the street. Parking lots and maneuvering areas located to the side of a building shall not occupy more than 50% of the site's frontage onto a transit street. Parking lots and maneuvering areas on corner lots shall not be located adjacent to intersections.~~

~~B. Service and loading areas shall not be located on the frontage of a transit street.~~

~~C. In order to eliminate the need to use public streets for movements between commercial or industrial properties, parking areas shall be designed to connect with parking areas on adjacent properties unless not feasible. Access easements between properties shall be required where necessary to provide for parking area connections.~~

~~D. In order to facilitate pedestrian and bicycle traffic, access and parking area plans shall provide efficient sidewalk and/or walkway connections between neighboring developments or land use.~~

~~17.82.40 — ACCESS, EGRESS AND CIRCULATION~~

~~A. Walkways shall be constructed between a new development and neighboring developments. If connections are not currently available, then planned connections shall be designed to provide an opportunity to connect adjoining developments.~~

~~B. The maximum distance between a parking space and a walkway shall not exceed 100 feet. All surface treatments of walks shall be firm, stable, and slip resistant.~~

~~C. Walkways shall be paved with hard surfaced materials such as concrete, asphalt, stone, brick, etc. Walkways may be required to be lighted and/or signed as needed for safety purposes.~~

~~D. Where a walkway crosses or adjoins a vehicular way (and where there are no curbs, railing or other elements separating the pedestrian and vehicular area detectable by a person who has a severe vision impairment) the boundary between the areas shall be defined by a marked crosswalk having a continuous, detectable marking not less than 36 inches wide. Pedestrian walkways crossing driving aisles shall be clearly marked with contrasting slip resistant materials, and comply with the Uniform Building Code on Accessibility.~~

~~E. Where required for pedestrian access, interior landscape strips provided between rows of parking shall be at least 10 feet in width to accommodate pedestrian walkways, shrubbery, and trees 20 to 30 feet on center. Angled or perpendicular parking spaces shall provide bumper stops or widened curbs to prevent bumper overhang into interior landscaped strips or walkways.~~

~~F. If no other practical access exists in commercial or industrial zones, joint access and the provision of reciprocal easements shall be required as a condition of issuing a building permit.~~

~~**17.82.50 — SETBACKS — SINGLE BUILDING ON A SITE**~~

~~For sites with one building, a minimum of 20 feet or 50% of the face of the building, whichever is greater shall not exceed a maximum front yard setback of 50 feet. The primary entrance shall be contained within that portion of the building meeting the maximum setback requirement.~~

~~**17.82.60 — SETBACKS — MULTIPLE BUILDINGS ON A SITE**~~

~~For sites with more than one building, buildings shall occupy at least 40% of the site frontage. The building setback shall not exceed 50 feet. Satellite (pad site) buildings shall comply with the setback requirement of Chapter 17.82.20 above.~~

~~**17.82.70 — ALTERNATIVE DEVELOPMENT OPTION**~~

~~An alternative development option is reviewed through a Type III procedure. An alternative development option requires:~~

~~A. That the project meets the intent and requirements of the Transportation Planning Rule (OAR 660-12-000 et seq.) based on the specific features of the site and surrounding properties. Costs of any third party review to determine compliance with the Transportation System Plan or the Transportation Planning Rule will be assessed to the developer.~~

~~B. That the intent of Chapter 17.82 be met.~~

~~C. That the results are functionally equivalent to a project of similar size and type using the specific standards set forth in Chapter 17.82.~~

~~**17.82.80 — EXEMPTIONS**~~

~~The following permitted uses are exempt from meeting the requirements of this section:~~

~~A. Building materials sales and supplies and retail lumber yards~~

~~B. Car washes~~

~~C. Commercial parking facilities, excluding commercial parking structures.~~

~~D. Heavy equipment sales~~

~~E. Manufactured home sales~~

~~F. Motor vehicle service stations, excluding convenience stores associated therewith.~~

~~G. Motor vehicle service, maintenance and repair facilities, including oil and lubrication services, tire and muffler installation and service, body shops or other motor vehicle services~~

~~but excluding retail or wholesale outlets selling motor vehicle parts and accessories without providing for on-site installation.~~

~~H. Motor vehicle, recreational vehicle, boat or travel trailer sales, leasing, retail or storage.~~

~~I.A. Truck stops~~

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EXHIBIT E

CHAPTER 17.102 URBAN FORESTRY

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17.102.00 INTENT

A. This chapter is intended to conserve and replenish the ecological, aesthetic and economic benefits of urban forests, by regulating tree removal on properties greater than one acre within the Sandy Urban Growth Boundary.

A-B. This chapter is intended to facilitate preservation of retention/mitigation trees.

B-C. This chapter is intended to facilitate planned urban development as prescribed by the Sandy Comprehensive Plan, through the appropriate location of harvest areas, landing and yarding areas, roads and drainage facilities.

C-D. This chapter shall be construed in a manner consistent with Chapter 17.60 Flood and Slope Hazard Overlay District. In cases of conflict, Chapter 17.60 shall prevail.

17.102.10 DEFINITIONS

Technical terms used in this chapter are defined below. See also Chapter 17.10, Definitions.

Urban Forestry Related Definitions

- **Diameter at Breast Height (DBH):** The diameter of a tree inclusive of the bark measured 4½ feet above the ground on the uphill side of a tree.
- **Hazard Tree:** A tree located within required setback areas or a tree required to be retained as defined in 17.102.50 that is cracked, split, leaning, or physically damaged to the degree that it is likely to fall and injure persons or property. Hazard trees include diseased trees, meaning those trees with a disease of a nature that, without reasonable treatment or pruning, is likely to spread to adjacent trees and cause such adjacent trees to become diseased ~~or~~ and thus become hazard trees.
- **Protected Setback Areas:** Setback areas regulated by the Flood and Slope Hazard Ordinance (FSH), Chapter 17.60, ~~and including~~ 870 feet from top of bank of Tickle Creek and 50 feet from top of bank of other perennial streams outside the city limits, within the urban growth boundary.
- **Tree:** For the purposes of this chapter, tree means any living, standing, woody plant having a trunk ~~11-6~~ inches DBH or greater.

Commented [K01]: How about greater than 10,000 sq. ft.?

Commented [EM2R1]: Or... by regulating tree removal on properties greater than 10,000 square feet and properties less than 10,000 square feet that contain required retention and/or mitigation trees.

Commented [K03R1]: How about just making another intent line like I did below? I think we should discuss the correct size of property.

Commented [EM4]: Also define significant tree per 17.92.10C?

DFD: Yes.

Commented [EM5]: Could delete and just use definition of tree in definitions chapter (17.10).

DFD: Yes, assuming there is no continuing policy reason to have a different definition "for the purposes of this chapter."

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- **Tree Protection Area:** The area reserved around a tree or group of trees in which no grading, access, stockpiling or other construction activity shall occur.
- **Tree Removal:** Tree removal means to cut down a tree; ~~11 inches DBH or greater~~, or remove 50 percent or more of the crown, trunk, or root system of a tree; or to damage a tree so as to cause the tree to decline and/or die. ~~Tree removal includes topping, but does not include normal trimming or pruning of trees in accordance with the American National Standards Institute (ANSI) "A 300 Pruning Standards" and companion "Best Management Practices for Tree Pruning" published by the International Society of Arboriculture.~~

17.102.20 APPLICABILITY

~~This chapter applies only to properties within the Sandy Urban Growth Boundary (UGB) that are greater than one (1) acre including contiguous parcels under the same ownership.~~

- A. General: No person shall cut, harvest, or remove trees ~~11-6 inches DBH or greater~~ without first obtaining a permit and demonstrating compliance with this chapter.
1. As a condition of permit issuance, the applicant shall agree to implement required provisions of this chapter and to allow all inspections to be conducted.
 2. Tree removal is subject to the provisions of Chapter 15.44, Erosion Control, Chapter 17.56, Hillside Development, ~~and~~ Chapter 17.60 Flood and Slope Hazard, ~~Chapter 17.90, and Chapter 17.92 Landscaping and Screening.~~
- B. Exceptions: The following tree removals are exempt from the requirements of this chapter.
1. Tree removal as required by the ~~city~~ City or public utility for the installation or maintenance or repair of public roads, public utilities, public structures, or other public ~~structures~~ infrastructure.
 2. Tree removal to prevent an imminent threat to public health or safety, or prevent imminent threat to public or private property, or prevent an imminent threat of serious environmental degradation. In these circumstances, a Type I tree removal permit shall be applied for within seven (7) days following the date of tree removal.
 - 2.3. ~~Tree removal required for the maintenance or improved safety of public parks as jointly determined by the City of Sandy Public Works and Planning Departments.~~

Commented [K06]: Do you think we should define "normal"?

Commented [EM7R6]: Yes. We can look at City of Portland Title 11 definitions section which contains definitions of "excessive pruning" and "proper arboricultural practices."

Portland's topping definition: "Topping" means the inappropriate pruning practice used to reduce tree height by cutting to a predetermined crown limit without regard to tree health or structural integrity. Topping does not include acceptable pruning practices as described in the American National Standards Institute (ANSI) "A-300 Pruning Standards" and companion "Best Management Practices for Tree Pruning" published by the International Society of Arboriculture, such as crown reduction, utility pruning, or crown cleaning to remove a safety hazard, dead or diseased material. Topping is considered "removal".

Commented [K08]: Are we going to say 10,000 square feet or what is the plan here? A discussion?

Commented [DD9]: This is technically redundant based on the definition of a "tree." I'd take it out.

17.102.30 PROCEDURES AND APPLICATION REQUIREMENTS

A person who desires to remove trees shall first apply for and receive one of the following tree cutting permits before tree removal occurs:

- A. Type I Permit. The following applications shall be reviewed under a Type I procedure:
1. Tree removal on sites within the city limits under contiguous ownership where ~~50-20~~ or fewer trees are requested to be removed.
 2. Removal of a hazard tree or trees that presents an immediate danger of collapse and represents a clear and present danger to persons or property.

3. Removal of up to two trees per year, six inches DBH or greater within the FSH Overlay District as shown on the City Zoning Map and described in Chapter 17.60.
4. Tree removal on sites outside the city limits and within the urban growth boundary and outside protected setback areas.
5. Removal of up to two trees per year outside the city limits within the UGB and within protected setback areas.

~~B.~~ An application for a Type I Tree Removal permit shall be made upon forms prescribed by the City to contain the following information:

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1. Two copies of a scaled site plan to contain the following information:

- a. Dimensions of the property and parcel boundaries.
- ~~a.b.~~ Location, species, size, and condition of all trees 6 inches DBH or greater on the property and on adjacent properties within 25 feet of the subject property.
- ~~b.c.~~ Location, condition, size, and species of trees 4 1/2" inches DBH or greater to be retained.
- ~~d.~~ ~~e.~~ Location and type of tree protection measures to be installed.
- ~~e.e.~~ Location, size, and species of mitigation trees (if applicable).

Commented [DD10]: See comment above re redundancy.

Commented [EM11]: POST PC DRAFT: 50 feet? All trees whose driplines are within 25 feet? Not sure what the appropriate distance is.

Lake O: a. Location, species, and diameter of each tree on site and within 15 ft. of the site;
b. Location of the drip line of each tree

Gresham: When development is proposed for property that includes or abuts the dripline of a Significant Tree(s) on an abutting site, the Significant Tree(s) abutting the site shall be preserved and protected as specified in Subsection (B) during all development activities, including preliminary grubbing and clearing. A conservation easement shall be imposed on the site of the development to ensure ongoing protection of the Significant Tree(s) on the abutting property. The conservation easement shall be located at the dripline in a radius from the tree at the rate of 1 foot of horizontal distance from the tree for each 1 inch of diameter of the tree unless a Certified Arborist determines that the tree can be protected adequately with less distance.

DFD: policy call for city.

Commented [KO12R11]: I like the idea of saying all tree whose driplines are within 25 feet. Seems reasonable to me.

Commented [EM13]: POST PC DRAFT: Added since sent to PC

2. A brief narrative describing the ~~project~~ work to be performed.
3. Estimated starting and ending dates for tree removal.
4. A scaled re-planting plan indicating ground cover type, species of trees to be planted, and general location of re-planting.
5. An application for removal of a hazard tree within a protected setback area or a tree required to be retained as defined in Chapter 17.102.50 or a tree identified as a required retention or mitigation tree on a recorded tree protection covenant shall also contain a report from a certified arborist or professional forester indicating that the condition or location of the tree presents a hazard or danger to persons or property and that such hazard or danger cannot reasonably be alleviated by treatment or pruning.

B. Type II Permit. The following applications shall be reviewed under a Type II procedure:

1. Tree removal on sites under contiguous ownership where greater than ~~50~~ 20 trees are requested to be removed as further described below:
 - a. Within City Limits: outside of FSH Restricted Development Areas as defined in Chapter 17.60.

~~D.~~ An application for a Type II Permit shall contain the same information as required for a Type I permit above in addition to the following:

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- a. A list of property owners on mailing labels within ~~200~~ 300 feet of the subject property.

b. A written narrative addressing permit review criteria in 17.102.40 and the tree retention and protection requirements in 17.102.50.

Commented [EM14]: POST PC DRAFT: delete?

C. Type III Permit. The following applications shall be reviewed under a Type III procedure:

1. Request for a variance to tree retention requirements as specified in Section 17.102.50 may be permitted subject to the provisions of 17.102.70.

~~E.~~ An application for a Type III Permit shall contain the same information as required for a Type I permit in addition to the following:

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a. A list of property owners on mailing labels within ~~300~~500 feet of the subject property.

b. A written narrative addressing applicable code sections 17.102.50, 17.102.60, and 17.102.70.

17.102.40 PERMIT REVIEW

An application for a Type II or III tree removal permit shall demonstrate that the provisions of Chapter 17.102.50 are satisfied. The ~~Planning~~ Director may require a report from a certified arborist or professional forester to substantiate the criteria for a permit. Costs of any third-party review to determine compliance with Chapter 17.102 will be assessed to the developer.

Commented [DD15]: City should follow this with a change to its master fee resolution to be sure it has legal authority to impose such third-party costs.

Commented [KO16R15]: I like this idea and we can complete a master fee resolution change relatively easy.

A. The Director shall be responsible for interpreting the provisions of this chapter. The Director may consult with the Oregon Department of Forestry in interpreting applicable provisions of the Oregon Forest Practices Act (OAR Chapter 629). Copies of all forestry operation permit applications will be sent to the Oregon Department of Forestry and Department of Revenue. The City may request comments from the Oregon Department of Forestry, the Oregon Department of Fish & Wildlife or other affected state agencies.

B. Expiration of Tree Removal Permits. Tree removal permits shall remain valid for a period of ~~one-two (2)~~ years from the date of issuance or date of final decision by a hearing body, if applicable. A 30-day extension shall be automatically granted by the ~~Planning~~ Director if requested in writing before the expiration of the permit. Permits that have lapsed are void.

17.102.50 TREE RETENTION AND PROTECTION REQUIREMENTS

A. Tree Retention~~:-~~ The landowner is responsible for retention and protection of trees required to be retained as specified below:

1. ~~4-~~ At least three (3) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership.

Commented [DD17]: Just to clarify, these are intended to be larger than the base definition of 6 inches, correct?

~~2-~~ At least six (6) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership within 300 feet of the Flood and Slope Hazard (FSH) overlay district.

Commented [EM18R17]: yes

3. Retained trees can be located anywhere on the site at the landowner's discretion and Director approval before the harvest begins. Clusters of trees are encouraged.

Commented [EM19]: POST PC DRAFT: could also say all retention trees shall be in a tree conservation easement (applied to 5 feet beyond dripline) and at least X% of retention trees shall be in a tree preservation tract (70? 75? 80?)

4. Retention trees shall be placed in a conservation easement or tree preservation tract.

Commented [KO20R19]: Not sure on the answer to this one. It seems this one is hard to guess the correct answer but after we use the revised code for awhile we will have a better idea of the appropriate breakdown. This seems like a good discussion item with PC and Council.

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53. Trees proposed for retention shall be in good condition, healthy and likely to grow to maturity, and be located to minimize the potential for blow-down following the harvest. Retention trees shall not be nuisance species.
64. If possible, at least two of the required trees per acre must be of native conifer species native to western Oregon.
7. Trees within the required protected setback areas may be counted towards the tree retention standard if they meet these requirements.
8. The applicant shall record a tree protection covenant that details the species and location of the required retention trees and the location of the associated tree protection area located 5 feet beyond the drip line. The tree's protection covenant shall clearly state that the tree protection area will increase in size as the tree grows and the drip line expands.

B. Tree Protection Area— Except as otherwise determined by the Planning Director, all tree protection measures set forth in this section shall be instituted prior to any development activities and removed only after completion of all construction activity. Failure to install or maintain tree protection measures is a violation of the Code and may result in a fee, penalty, or citation. Tree protection measures are required for land disturbing activities including but not limited to tree removal, clearing, grading, excavation, or demolition work.

1. Trees identified for retention shall be marked with yellow flagging tape and protected by protective barrier fencing placed five feet beyond the drip line of the tree, but in no case less than 10 horizontal feet from the outside edge of the trunk.
- 1-2. Offsite trees that have a tree protection area (5 feet beyond the drip line) that overlaps with the development property also require tree protection fencing.
- 2-3. Required fencing shall be a minimum of six feet tall chain link fence supported with metal posts placed no farther than ten feet apart installed flush with the initial undisturbed grade. A sign that is clearly marked "Tree Protection Zone" shall be prominently attached to the fence and shall describe the penalties for violation.
- 3-4. No construction activity shall occur within the tree protection zone, including, but not limited to dumping or storage of materials such as building supplies, soil, waste items, equipment, or parked vehicles.

C. Inspection. The applicant shall not proceed with any tree removal or construction activity, except erosion control measures, until the City has inspected and approved the installation of tree protection measures. Within 15 days of the date of accepting an application for a Type I permit, the city-City shall complete an onsite inspection of proposed activities and issue or deny the permit. Within 15 days of issuing a Type II or Type III permit, the city-City shall complete an onsite inspection of proposed activities.

For ongoing forest operations, the permit holder shall notify the city-City by phone or in writing 24 hours prior to subsequent tree removal. The city-City may conduct an onsite re-inspection of permit conditions at this time.

17.102.60 TREE REPLANTING REQUIREMENTS

1. All areas with exposed soils resulting from tree removal shall be replanted with a ground cover of native species within 30 days of harvest during the active growing season, or by June 1st of the following spring.

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Commented [EM21]: POST PC DRAFT: Add language re: a fine if tree fencing is removed or relocated closer to the tree?

DFD: policy choice for city.

Portland: Failure to install or maintain protection measures. It is unlawful for any person to fail to install required tree protection measures prior to commencing any development activity subject to Chapter 11.50. Furthermore, it is unlawful for such person to move any required protection measures, neglect or fail to maintain such measures throughout the development activity, or allow any restricted activity or disturbance to occur within the protection area without prior City approval.

Civil penalties. The City Forester or BDS Director may issue a fee, penalty notice or citation, as applicable, to any person who cuts, removes, prunes or harms any tree without a permit as required by this Title or is otherwise in non-compliance with any term, condition, limitation or requirement of an approval granted under this Title, and require payment of a civil penalty up to \$1,000 per day. Each tree constitutes a separate violation, and each day that the person fails to obtain a permit or remains in non-compliance with a permit or tree plan may also constitute a separate violation.

Gresham: A violation shall have occurred when any requirement or provision of Section 9.1000 has not been complied with. Violation of any provision of Section 9.1000 may be subject to enforcement action by the Manager, and may be enforced pursuant to Gresham Revised Code Article 7.50. B. Each day a violation continues to exist shall constitute a separate violation for which a separate civil penalty may be assessed. The provisions of Gresham Revised Code 7.50.730 through Gresham Revised Code 7.50.760 shall apply to the imposition of civil penalties under Section 9.1000.

Lake O: 55.08.050 Penalties.

1. **Civil Violation.** A violation of this article, or the breach of any condition of a tree protection plan shall be a civil violation as defined by LOC 34.04.105, enforceable pursuant to LOC Article 34.04. Failure to comply with the provisions of this article or a condition of approval shall be a separate offense each day the failure to comply continues. The violation shall be punishable by a fine set forth by the municipal court and the enforcement fee. (If a tree removal occurs due to the violation, the removal would be enforced by LOC Article 55.02.)
2. **Nuisance Abatement.** The removal of a tree in violation of this chapter is hereby declared to be a public nuisance, and may be abated by appropriate proceedings pursuant to LOC Article 34.08.
3. A person who violates this article or a condition of a tree protection plan shall pay an enforcement fee to the City in an amount as established by resolution of the City Council. (...)

Commented [EM22]: POST PC DRAFT: Changed back to 6 feet after sending to PC

Commented [EM23]: POST PC DRAFT: Added after sending to PC based on Damien's recommendation for a recent retention tree evaluation:

The root protection fencing must be a minimum of 6 foot high chain link fence panels. Fencing should be placed at least 25' from the trunk on all practicable sides, and as far as possible on the side closest to construction. Place the yellow sign marked "Tree Root Protection Zone" prominently on the fence designating the root protection zone and describing the penalties for violation. Install the fence before any ground-disturbing activities take place, including clearing, grading, or construction. Keep the fence in place until final inspection. The supply and erection of this fencing should be planned as the first priority of operation and should be processed (...)

Commented [EM24]: POST PC DRAFT: Add back in?

Commented [EM25]: POST PC DRAFT: Added per Damien's rec

2. All areas with exposed soils resulting from tree removal occurring between October 1 and March 31 shall also be covered with straw to minimize erosion.
3. Removal of hazard trees as defined shall be replanted with two native trees of quality nursery stock for every tree removed.
4. Tree Removal allowed within the FSH Overlay District shall be replanted with at least two native trees of quality nursery stock for every tree removed.
5. Tree Removal not associated with a development plan must be replanted following the provisions of OAR Chapter 629, Division 610, Section 020-060

17.102.70 VARIANCES

Under a Type III review process, the Planning Commission may allow newly-planted trees to substitute for retained trees if:

1. The substitution is at a ratio of at least two-to-one (i.e., at least two native quality nursery grown trees will be planted for every protected tree that is removed);
2. The trees are a minimum of 6-8 feet in height (if evergreen) or 1.5-inch caliper (if deciduous);
3. The proposed location of the mitigation trees is protected with tree protection fencing during construction activity such that the mitigation trees are not planted in compacted soil;
4. The species and location of the mitigation trees and associated tree protection area at least 5 feet beyond the drip line (but no less than 10 horizontal feet from the outside edge of the trunk) is recorded in a tree protection covenant. The tree protection covenant shall clearly state that the tree protection area will increase in size as the tree grows and the drip line expands;
5. Where practicable, mitigation trees shall be placed in a conservation easement or tree protection/preservation tract; and
6. The substitution more nearly meets the intent of this ordinance due to at least one of the following:
 - a. The location of the ~~existing and~~ proposed new trees is more compatible with required public infrastructure than the location of existing trees.~~or~~
 - b. The physical condition of the existing trees or their compatibility with the existing soil and climate conditions.~~or~~
 - c. An undue hardship of creating a development below the minimum density requirement is caused by the requirement for retention of existing trees.
 - d. Tree removal is necessary to protect a designated public scenic view corridor.

Commented [EM26]: Keep or delete or better define?

17.102.80 ENFORCEMENT

The provisions of Chapter 17.06, Enforcement, shall apply to tree removal that is not in conformance with this chapter and other violations of Chapter 17.102, Urban Forestry, including but not limited to failure to install or maintain tree protection measures, topping and excessive pruning, non-compliance with terms and conditions of a tree and/or development permit, removal or failure to maintain required trees, and conducting regulated activities without a tree permit. Each unauthorized tree removal violation shall be considered a separate offense for purposes of assigning penalties under Section 17.06.80. Funds Seventy (70) percent of funds generated as a result of enforcement of this ordinance shall be dedicated to the Urban Forestry

Commented [EM27]: POST PC DRAFT: Added this

Commented [EM28]: POST PC DRAFT: changed to violation to include more than just tree removal

Commented [EM29]: Noryne also mentioned assessing a fee, instead of a penalty/citation, so we would get the money (not the court) and have more control over waiving/reducing the amount. Something similar to the fee assessed for someone starting work without a permit.

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Adopted November 18, 2002 Ordinance 2002-10

Fund established under Section 17.102.100 below.

Commented [KO30]: Planning budget 036 needs some of the money for mailing costs and staff administrative costs.

17.102.90 APPLICABILITY OF THE OREGON FOREST PRACTICES ACT

The following provisions of the Oregon Forest Practices Act (OAR Chapter 629) are adopted by reference for consideration by the City in the review of Forest Operations Plans. Although the Director may seek advice from the Department of Forestry, the Director shall be responsible for interpreting the following provisions.

Division 610 -- Forest Practices Reforestation Stocking Standards~~Rules~~. Where reforestation is required, the provisions of OAR Chapter 629, Division 610, Section 020-060, Reforestation Stocking Standards, shall be considered by the Director, in addition to the requirements of Section 17.102.60.

Division 615 - Treatment of Slash. Slash shall not be placed within the protected setback areas. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 615 in determining how to dispose of slash.

Division 620 - Chemical and Other Petroleum Products ~~Rules~~. The storage, transferring, cleaning of tanks and mixing of chemicals and petroleum products shall occur outside the protected setback areas. Aerial spraying shall not be permitted within the Urban Growth Boundary. Otherwise, the provisions of Chapter 629, Division 620 shall apply.

Division 625 -- Forest Road Construction and Maintenance. Forest roads, bridges and culverts shall not be constructed within the protected setback areas, except where permitted within the FSH overlay area as part of an approved urban development. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 625 in the review of road, bridge and culvert construction.

Division 630 - Harvesting. Forest harvesting operations, including but not limited to skidding and yarding practices, construction of landings, construction of drainage systems, treatment of waste materials, storage and removal of slash, yarding and stream crossings, shall not be permitted within protected setback areas. Otherwise, the provisions of Chapter 629, Division 630 shall apply.

17.102.100 URBAN FORESTRY FUND CREATED

In order to encourage planting of trees, the City will create a fund or account to be used for tree planting in rights-of-way, city parks, riparian areas, and other public property. The source of funds will be penalty enforcement, donations, grants, and any other funds the City Council may designate.

The City will create a second fund or account to collect fee-in-lieu payment for required mitigation trees. These funds will be used to plant native trees in parks, open spaces, private tree preservation tracts, or other City owned land in cases where mitigation trees are not able to be located on the property on which they are required to be planted.

Commented [DD31]: Make sure to coordinate this with Tyler from a fund/budgeting perspective and make any necessary changes to master fee resolution.

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Adopted November 18, 2002 Ordinance 2002-10



NO. 2018-29

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 17 OF THE SANDY MUNICIPAL CODE.

Whereas, the City Council wants to resolve inconsistencies in the Development Code; and

Whereas, the City Council wants to increase the noticing distance for Type II and Type III land use development projects; and

Whereas, the City Council wants to increase the appeal period for Type III land use procedures; and

Whereas, the City Council wants to remove reference to specific collector and arterial streets and reference the most revised version of the City of Sandy's Transportation System Plan (TSP); and

Whereas, the City Council wants to exempt the Central Business District (C-1) from 20-foot setback standards detailed in Chapter 17.80; and

Whereas, the City Council wants to remove references to commercial structures and uses in Chapter 17.82 as was intended when Sandy Style was adopted; and

Whereas, the City Council wants to better protect retention and mitigation trees and set a more robust tree retention standard in keeping with the goals of being a Tree City USA and encourage the maintenance of a sustainable urban forest as stated in the Comprehensive Plan; and

Whereas, in addition, the City Council wants to make other minor code changes as contained below.

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

Section 1: Sandy Municipal Code Chapter 17.22 is amended as detailed in Exhibit A, attached and incorporated by reference.

Section 2: Sandy Municipal Code Chapter 17.28 is amended as detailed in Exhibit B, attached and incorporated by reference.

#2018-29

Section 3: Sandy Municipal Code Chapter 17.80 is amended as detailed in Exhibit C, attached and incorporated by reference.

Section 4: Sandy Municipal Code Chapter 17.82 amended as detailed in Exhibit D, attached and incorporated by reference.

Section 5: Sandy Municipal Code Chapter 17.102 is amended as detailed in Exhibit E, attached and incorporated by reference. Pursuant to ORS 92.040(3), for subdivisions that have already received tentative plan approval as of the effective date of this ordinance, the amendments contained in Exhibit E will govern construction on those subdivisions beginning two years from the date of tentative plan approval.

This ordinance is adopted by the Common Council of the City of Sandy and approved by the Mayor this 15 day of October 2018

William King, Mayor

ATTEST:

Karey Milne, City Recorder

#2018-29

**CHAPTER 17.22
NOTICES**

17.22.00 INTENT

The requirement for notice to affected property owners, governmental agencies, public utility providers, etc., is intended to provide those persons and entities an opportunity to comment on a proposed development and to afford interested parties the opportunity to participate in the land use decision making process.

17.22.10 TYPE II QUASI-JUDICIAL NOTICE

- A. The applicant or authorized agent;
- B. Any person who owns property within 300 ft., excluding street right-of-way, of the development site;
- C. Any other person, agency, or organization that may be designated by the Code;
- D. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing.
- E. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

17.22.20 TYPE III QUASI-JUDICIAL NOTICE

Where a quasi-judicial hearing is required by this Code notice shall be mailed to the following:

- A. The applicant or authorized agent;
- B. Any person who owns property within 500 ft., excluding street right-of-way, of the development site, except as otherwise authorized by this Code;
- C. Tenants of any existing manufactured-dwelling park for which a zoning district change is proposed;
- D. Any other person, agency, or organization that has filed with the Director a request to receive notices of hearings and has paid a reasonable fee to cover the cost of providing notice;
- E. Any other person, agency, or organization that may be designated by the Code;
- F. Any other person, agency, or organization that may be designated by the City Council or its agencies;
- G. Any other resident owner of property whom the Director determines is affected by the application;
- H. Any neighborhood or community organization recognized by the governing body and whose boundaries include the site;

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Revised by Ordinance 2008-05 effective 04/02/08

- I. Interested parties, such as counties, state agencies, public utilities, etc., that may be affected by the specific development proposal shall receive notice of the scheduled public hearing;
- J. Additional notices may also be mailed to other property owners or posted as determined appropriate by the Director and based on the impact of the proposed development.

17.22.30 TYPE IV LEGISLATIVE HEARING NOTICE

- A. The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed Comprehensive Plan amendments and Development Code amendments before the first evidentiary hearing in accordance with OAR 660-018-0020. The notice to DLCD shall include an affidavit of transmittal.
- B. Notice shall be sent by mail at least 20 days, but not more than 40 days, prior to the first evidentiary hearing to owners of property if the proposed action would “rezone” the property according to ORS 227.186.
- C. Additional notices may be mailed to other property owners or posted as determined appropriate by the Director based on the impact of the proposed development.

17.22.40 CONTENTS OF NOTICE

The notice provided by the City shall:

- A. Explain the nature of the application and the proposed use or uses which could be authorized;
- B. List the applicable criteria from the ordinance and the Plan that apply to the application at issue:
 - 1. Nature of the proposed development and the proposed uses that could be authorized;
 - 2. Legal description, address, or tax map designations;
 - 3. Map showing the location of a zoning change, subdivision, or proposed development;
 - 4. Name and telephone number of a staff member from whom additional information can be obtained;
 - 5. Where a zone change or subdivision is proposed, the notice shall include the statement that the hearing body may consider modifications to what was requested by the applicant.
- C. Set forth the street address or other easily understood geographical reference to the subject property;
- D. State the date, time and location of the hearing or the date by which written comments may be submitted, as applicable to the type of land use action;
- E. For quasi-judicial notices, state that failure to raise an issue, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue, prior to the closing of the record of the proceeding, precludes an appeal based on that issue;

- F. State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost;
- G. For quasi-judicial notices, state that a copy of the staff report will be available for inspection at no cost at least seven (7) calendar days prior to the hearing and will be provided at a reasonable cost; and
- H. Include a general explanation of the requirements for submission of testimony and the procedures for conducting the hearing.

17.22.50 MAILING OF NOTICES

- A. Type III and Type IV notices must be mailed at least:
 - 1. Twenty days before the evidentiary hearing; or
 - 2. If two or more evidentiary hearings are allowed, ten days before the first evidentiary hearing.
- B. Type II Limited Land Use Decision notices must be mailed at least:
 - 1. Fourteen days in advance of a pending Type II decision.

17.22.60 PUBLICATION OF NOTICES

Notice of public hearings shall be published in a newspaper of general circulation at least 10 days in advance of the hearing.

17.22.70 CONTINUED HEARINGS

Where a hearing is continued to a date certain, no additional notice need be given.

17.22.80 LIST OF PROPERTY OWNERS

The applicant shall provide a certified list of property owners and mailing labels as required by notice provisions of this Code. Unless otherwise provided, addresses for a mailed notice shall be obtained from the County's real property tax records. Unless the address is on file with the Director, a person whose name is not in the tax records at the time of filing of an application, or of initiating other action not based on an application, need not be furnished mailed notice.

**CHAPTER 17.28
APPEALS**

17.28.00 INTENT

This chapter sets forth procedures for processing an appeal of a decision made by staff, the Planning Commission or the City Council.

17.28.10 REQUEST FOR REVIEW-APPEAL OF DECISION

- A. Type I or Type II Procedure. An affected party may appeal a Type I or Type II decision to the Planning Commission. The party must file an appeal with the Director within 12 calendar days of the date the city mails notice of the decision. The notice of appeal shall indicate the nature of the decision that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type I and II decisions.
- B. Type III Procedure. An affected party may appeal a decision of the Planning Commission to the City Council. The party must file an appeal within 12 calendar days of notice of the decision. The notice of appeal shall indicate the decision that is being appealed and contain other information the Director may require. The Director may create and periodically amend an appeal form and require affected parties to use this form to appeal Type III decisions. The City Council's decision regarding an appeal of a Planning Commission decision is final for the purposes of an appeal to the Land Use Board of Appeals.
- C. Type IV Procedure. A Type IV decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) or to other tribunals in accordance with Oregon law.

17.28.20 REQUIREMENTS OF APPEAL APPLICATION

- A. An application for an appeal shall contain at least all of the following:
 - 1. An identification of the decision sought to be reviewed, including the date of the decision;
 - 2. A statement of the interest of the person seeking review and that he/she was a party to the initial proceedings;
 - 3. The specific grounds relied upon for review;
 - 4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Chapter 17.28.50; and
 - 5. Payment of required filing fees. Payment of required filing fees is jurisdictional and must accompany an appeal at the time it is filed.
 - 6. The name and mailing address of the person or entity appealing the decision.

17.28.30 SCOPE OF REVIEW

- A. Except where a de novo hearing is required for review of Type II (Limited Land Use) decisions, an appeal is limited to a review of the record and a hearing for receipt of oral arguments regarding the record. At its discretion and if good cause has been demonstrated by the appellant or City staff, the hearing body may allow an appeal to include new evidence based upon circumscribed issues relevant to the appeal, or it may allow a de novo hearing.

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Revised by Ordinance 2008-05 effective 04/02/08

17.28.40 REVIEW ON THE RECORD

Unless otherwise provided under subsection 17.28.50, review of the decision on appeal shall be confined to the record of the proceeding as specified in this section. The record shall include:

- A. A factual report prepared by the Director;
- B. All exhibits, materials, pleadings, memoranda, stipulations and motions submitted by any party and received or considered in reaching the decision under review;
- C. The transcript of the hearing below, if previously prepared; otherwise, a detailed summary of the evidence, but the details need not be set forth verbatim.

The reviewing body shall make its decision based upon the record after first granting the right of argument but not the introduction of additional evidence to any party who has filed a notice of appeal.

17.28.50 REVIEW CONSISTING OF ADDITIONAL EVIDENCE OR DE NOVO REVIEW

- A. Except where a *de novo* hearing is required for review of Type II (Limited Land Use) decisions, the reviewing body may hear the entire matter *de novo*; or it may admit additional testimony and other evidence without holding a *de novo* hearing if it is satisfied that the additional testimony or other evidence could not reasonably have been presented at the prior hearing. The reviewing body shall consider all of the following in making such a decision:
 - 1. Prejudice to the parties;
 - 2. Convenience or availability of evidence at the time of the initial hearing;
 - 3. Surprise to opposing parties;
 - 4. The competency, relevancy and materiality of the proposed testimony or other evidence.
- B. "De novo hearing" shall mean a hearing by the review body as if the action had not been previously heard and as if no decision had been rendered, except that all testimony, evidence and other material from the record of the previous consideration shall be included in the record of the review.

17.28.60 REVIEW BODY DECISION

- A. Upon review, the review body may by order affirm, reverse or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of the hearing body, the review body, in its order, shall set forth its finding and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter back to the hearing body for such further consideration as it deems necessary, it shall include a statement explaining the error found to have materially affected the outcome of the original decision and the action necessary to rectify it.

CHAPTER 17.80
ADDITIONAL SETBACKS ON COLLECTOR AND ARTERIAL STREETS

17.80.00 INTENT

The requirement of additional special setbacks for development on arterial or collector is intended to provide better light, air and vision on more heavily traveled streets. The additional setback, on substandard streets, will protect collector and arterial streets and permit the eventual widening of streets.

17.80.10 APPLICABILITY

These regulations apply to all collector and arterial streets as identified in the latest adopted Sandy Transportation System Plan (TSP). The Central Business District (C-1) is exempt from Chapter 17.80 regulations.

17.80.20 SPECIFIC SETBACKS

Any structure located on streets listed above or identified in the Transportation System Plan as arterials or collectors shall have a minimum setback of 20 feet measured from the property line. This applies to applicable front, rear and side yards.

**CHAPTER 17.82
SPECIAL SETBACKS ON TRANSIT STREETS**

17.82.00 INTENT

The intent is to provide for convenient, direct, and accessible pedestrian access to and from public sidewalks and transit facilities; provide a safe, pleasant and enjoyable pedestrian experience by connecting activities within a structure to the adjacent sidewalk and/or transit street; and, promote the use of pedestrian, bicycle, and transit modes of transportation.

17.82.10 APPLICABILITY

This chapter applies to all residential development located adjacent to a collector or arterial street. A transit street is defined as any street designated as a collector or arterial, unless otherwise determined by the City of Sandy Transit Director.

17.82.20 BUILDING ORIENTATION

- A. All residential buildings shall have their primary entrances oriented toward a transit street rather than a parking area, or if not adjacent to a transit street, toward a public right-of-way or private walkway which leads to a transit street. Multi-family residential buildings adjacent to a transit street shall have the primary entrances of all ground floor dwelling units oriented toward a transit street, unless otherwise reviewed and approved by the Director.
- B. Buildings shall have a primary entrance connecting directly between the street and building interior. A clearly marked, convenient, safe and lighted pedestrian route shall be provided to the entrance, from the transit street. The pedestrian route shall consist of materials such as concrete, asphalt, stone, brick, permeable pavers, or other materials as approved by the Director. The pedestrian path shall be permanently affixed to the ground with gravel subsurface or a comparable subsurface as approved by the Director.
- C. Primary building entrances shall be architecturally emphasized and visible from the street and shall include a covered porch at least 5 feet in depth.
- D. If the site has frontage on more than one transit street, the building shall provide one main entrance oriented to a transit street or to a corner where two transit streets intersect.

CHAPTER 17.102 URBAN FORESTRY

17.102.00 INTENT

- A. This chapter is intended to conserve and replenish the ecological, aesthetic and economic benefits of urban forests, by regulating tree removal on properties greater than half an acre (0.5 acres or 21,780 square feet) and properties less than half an acre (0.5 acre) that contain retention and/or mitigation tree(s) within the Sandy Urban Growth Boundary.
- B. This chapter is intended to facilitate preservation of retention/mitigation trees.
- C. This chapter is intended to facilitate planned urban development as prescribed by the Sandy Comprehensive Plan, through the appropriate location of harvest areas, landing and yarding areas, roads and drainage facilities.
- D. This chapter shall be construed in a manner consistent with Chapter 17.60 Flood and Slope Hazard Overlay District. In cases of conflict, Chapter 17.60 shall prevail.

17.102.10 DEFINITIONS

Technical terms used in this chapter are defined below. See also Chapter 17.10, Definitions.

Urban Forestry Related Definitions

- **Caliper:** The diameter of a tree measured 6 inches above the ground.
- **Diameter at Breast Height (DBH):** The diameter of a tree inclusive of the bark measured 4½ feet above mean ground level at the base of the trunk.
- **Hazard Tree:** A tree located within required setback areas or a tree required to be retained as defined in 17.102.50 that is cracked, split, leaning, or physically damaged to the degree that it is likely to fall and injure persons or property. Hazard trees include diseased trees, meaning those trees with a disease of a nature that, without reasonable treatment or pruning is likely to spread to adjacent trees and cause such adjacent trees to become diseased and thus become hazard trees.
- **Mitigation Tree:** A tree that is planted to compensate for removal of a protected tree and is subject to specific standards for removal and replacement.
- **Nuisance Tree:** A tree of a species listed on the City of Portland's "Nuisance Plant List."
- **Protected Setback Areas:** Setback areas regulated by the Flood and Slope Hazard Ordinance (FSH), Chapter 17.60, including 80 feet from top of bank of Tickle Creek and 50 feet from top of bank of other perennial streams outside the city limits, within the urban growth boundary.
- **Retention Tree:** A tree that is protected as a requirement of development and is subject to specific standards for removal and replacement.
- **Tree:** For the purposes of this chapter, tree means any living, standing, woody plant having a trunk 6 inches DBH or greater.
- **Tree Protection Area:** The area reserved around a tree or group of trees in which no grading, access, stockpiling or other construction activity shall occur.
- **Tree Removal:** Tree removal means to cut down a tree or remove 50 percent or more of the crown, trunk, stem or root system of a tree; or to damage a tree so as to cause the tree to

decline and/or die. Tree removal includes topping, but does not include trimming or pruning of trees in accordance with the American National Standards Institute (ANSI) "A 300 Pruning Standards" and companion "Best Management Practices for Tree Pruning" published by the International Society of Arboriculture.

17.102.20 APPLICABILITY

This chapter applies only to properties within the Sandy Urban Growth Boundary (UGB) that are greater than half an acre(0.5 acre) including contiguous parcels under the same ownership, and properties that are less than half an acre (0.5 acre) that contain required retention and/or mitigation tree(s).

- A. General: No person shall cut, harvest, or remove trees without first obtaining a permit and demonstrating compliance with this chapter.
 - 1. As a condition of permit issuance, the applicant shall agree to implement required provisions of this chapter and to allow all inspections to be conducted.
 - 2. Tree removal is subject to the provisions of Chapter 15.44, Erosion Control, Chapter 17.56, Hillside Development, Chapter 17.60 Flood and Slope Hazard, Chapter 17.90, and Chapter 17.92 Landscaping and Screening.
- B. Exceptions: The following tree removals are exempt from the requirements of this chapter.
 - 1. Tree removal as required by the City or public utility for the installation or maintenance or repair of public roads, public utilities, public structures, or other public infrastructure.
 - 2. Tree removal to prevent an imminent threat to public health or safety, or prevent imminent threat to public or private property, or prevent an imminent threat of serious environmental degradation. In these circumstances, a Type I tree removal permit shall be applied for within seven (7) calendar days following the date of tree removal.
 - 3. Tree removal required for the maintenance or improved safety of public parks as jointly determined by the City of Sandy Public Works and Planning Departments.

17.102.30 PROCEDURES AND APPLICATION REQUIREMENTS

A person who desires to remove trees shall first apply for and receive one of the following tree cutting permits before tree removal occurs:

- A. Type I Permit. The following applications shall be reviewed under a Type I procedure:
 - 1. Tree removal on sites within the city limits under contiguous ownership where 20 or fewer trees are requested to be removed.
 - 2. Removal of a hazard tree or trees that presents an immediate danger of collapse and represents a clear and present danger to persons or property.
 - 3. Removal of up to two trees per year, six inches DBH or greater within the FSH Overlay District as shown on the City Zoning Map and described in Chapter 17.60.

4. Tree removal on sites outside the city limits and within the urban growth boundary and outside protected setback areas.
5. Removal of up to two trees per year outside the city limits within the UGB and within protected setback areas.

An application for a Type I Tree Removal permit shall be made upon forms prescribed by the City to contain the following information:

1. Two copies of a scaled site plan to contain the following information:
 - a. Dimensions of the property and parcel boundaries.
 - b. Location, species, size, and condition of all trees 6 inches DBH or greater on the property and on adjacent properties within 25 feet of the subject property.
 - c. Location, condition, size, and species of trees to be retained.
 - d. Location and type of tree protection measures to be installed.
 - e. Location, size, and species of mitigation trees (if applicable).
2. A brief narrative describing the work to be performed.
3. Estimated starting and ending dates for tree removal.
4. A scaled re-planting plan indicating ground cover type, species of trees to be planted, and general location of re-planting.
5. An application for removal of a hazard tree within a protected setback area or a tree required to be retained as defined in Chapter 17.102.50 or a tree identified as a required retention or mitigation tree on a recorded tree protection covenant shall also contain a report from a certified arborist or professional forester indicating that the condition or location of the tree presents a hazard or danger to persons or property and that such hazard or danger cannot reasonably be alleviated by treatment or pruning.

B. Type II Permit. The following applications shall be reviewed under a Type II procedure:

1. Tree removal on sites under contiguous ownership where greater than 20 trees are requested to be removed as further described below:
 - a. **Within City Limits:** outside of FSH Restricted Development Areas as defined in Chapter 17.60.

An application for a Type II Permit shall contain the same information as required for a Type I permit above in addition to the following:

- a. A list of property owners on mailing labels within 300 feet of the subject property.
- b. A written narrative addressing the tree retention and protection requirements in 17.102.50, or other criteria as determined necessary for review.

C. Type III Permit. The following applications shall be reviewed under a Type III procedure:

1. Request for a variance to tree retention requirements as specified in Section 17.102.50 may be permitted subject to the provisions of 17.102.70.

An application for a Type III Permit shall contain the same information as required for a Type I permit in addition to the following:

- a. A list of property owners on mailing labels within 500 feet of the subject property.
- b. A written narrative addressing applicable code sections 17.102.50, 17.102.60, and 17.102.70.

17.102.40 PERMIT REVIEW

An application for a Type II or III tree removal permit shall demonstrate that the provisions of Chapter 17.102.50 are satisfied. The Director may require a report from a certified arborist or professional forester to substantiate the criteria for a permit. Costs of any third-party review to determine compliance with Chapter 17.102 will be assessed to the developer.

- A. The Director shall be responsible for interpreting the provisions of this chapter. The Director may consult with the Oregon Department of Forestry in interpreting applicable provisions of the Oregon Forest Practices Act (OAR Chapter 629). Copies of all forestry operation permit applications will be sent to the Oregon Department of Forestry and Department of Revenue. The City may request comments from the Oregon Department of Forestry, the Oregon Department of Fish & Wildlife or other affected state agencies.
- B. Expiration of Tree Removal Permits. Tree removal permits shall remain valid for a period of two (2) years from the date of issuance or date of final decision by a hearing body, if applicable. A 30-day extension shall be automatically granted by the Director if requested in writing before the expiration of the permit. Permits that have lapsed are void.

17.102.50 TREE RETENTION AND PROTECTION REQUIREMENTS

- A. Tree Retention. The landowner is responsible for retention and protection of trees required to be retained as specified below:
 1. At least three (3) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership.
 2. At least six (6) trees 11 inches DBH or greater and three (3) trees 8 inches DBH or greater are to be retained for every one-acre of contiguous ownership within 300 feet of the Flood and Slope Hazard (FSH) overlay district.
 3. Retained trees can be located anywhere on the site at the landowner's discretion and Director approval before the harvest begins. Clusters of trees are encouraged.
 4. Retention trees shall be placed in a conservation easement or tree preservation tract.
 5. Trees proposed for retention shall be in good condition, healthy and likely to grow to maturity, and be located to minimize the potential for blow-down following the harvest. Retention trees shall not be nuisance species.
 6. If possible, at least two of the required trees per acre must be of conifer species native to western Oregon.

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Adopted November 18, 2002 Ordinance 2002-10

7. Trees within the required protected setback areas may be counted towards the tree retention standard if they meet these requirements.
 8. The applicant shall record a tree protection covenant that details the species and location of the required retention trees and the location of the associated tree protection area located 5 feet beyond the drip line.
- B. Tree Protection Area. Except as otherwise determined by the Director, all tree protection measures set forth in this section shall be instituted prior to any development activities and removed only after completion of all construction activity. Failure to install or maintain tree protection measures is a violation of the Code and may result in a fee, penalty, or citation. Tree protection measures are required for land disturbing activities including but not limited to tree removal, clearing, grading, excavation, or demolition work.
1. Trees identified for retention shall be marked with yellow flagging tape and protected by protective barrier fencing placed five feet beyond the drip line of the tree, but in no case less than 10 horizontal feet from the outside edge of the trunk.
 2. Offsite trees that have a tree protection area (5 feet beyond the drip line) that overlaps with the development property also require tree protection fencing.
 3. Required fencing shall be installed per the City of Sandy tree protection fencing standard detail. A sign that is clearly marked "Tree Protection Zone" shall be prominently attached to the fence and shall describe the penalties for violation.
 4. No construction activity shall occur within the tree protection zone, including, but not limited to dumping or storage of materials such as building supplies, soil, waste items, equipment, or parked vehicles.
- C. Inspection. The applicant shall not proceed with any tree removal or construction activity, except erosion control measures, until the City has inspected and approved the installation of tree protection measures. Within 15 days of the date of accepting an application for a Type I permit, the City shall complete an onsite inspection of proposed activities and issue or deny the permit. Within 15 days of issuing a Type II or Type III permit, the City shall complete an onsite inspection of proposed activities.

For ongoing forest operations, the permit holder shall notify the City by phone or in writing 24 hours prior to subsequent tree removal. The City may conduct an onsite re-inspection of permit conditions at this time.

17.102.60 TREE REPLANTING REQUIREMENTS

1. All areas with exposed soils resulting from tree removal shall be replanted with a ground cover of native species within 30 days of harvest during the active growing season (April 1 – September 30), or by June 1st of the following spring.
2. All areas with exposed soils resulting from tree removal occurring between October 1 and March 31 (or as required by the City) shall also be covered with straw to minimize erosion.
3. Removal of hazard trees as defined shall be replanted with two native trees of quality nursery stock for every tree removed.
4. Tree Removal allowed within the FSH Overlay District shall be replanted with at least two native trees of quality nursery stock for every tree removed.

5. Tree Removal not associated with a development plan must be replanted following the provisions of OAR Chapter 629, Division 610, Section 020-060

17.102.70 VARIANCES

Under a Type III review process, the Planning Commission may allow newly-planted trees to substitute for retained trees if:

1. The substitution is at a ratio of at least two-to-one (i.e., at least two native quality nursery grown trees will be planted for every protected tree that is removed);
2. The trees are a minimum of 6 feet in height (if evergreen) or 1.5-inch caliper (if deciduous);
3. The proposed location of the mitigation trees is protected with tree protection fencing during construction activity such that the mitigation trees are not planted in compacted soil;
4. The species and location of the mitigation trees and associated tree protection area at least 5 feet beyond the drip line (but no less than 10 horizontal feet from the outside edge of the trunk) is recorded in a tree protection covenant;
5. Mitigation trees shall be placed in a conservation easement or tree preservation tract; and
6. The substitution more nearly meets the intent of this ordinance due to at least one of the following:
 - a. The location of the proposed new trees is more compatible with required public infrastructure than the location of existing trees.
 - b. The physical condition of the existing trees or their compatibility with the existing soil and climate conditions.
 - c. An undue hardship of creating a development below the minimum density requirement is caused by the requirement for retention of existing trees.
 - d. Tree removal is necessary to protect a designated public scenic view corridor.

17.102.80 ENFORCEMENT

The provisions of Chapter 17.06, Enforcement, shall apply to tree removal that is not in conformance with this chapter and other violations of Chapter 17.102, Urban Forestry, including but not limited to failure to install or maintain tree protection measures, topping and excessive pruning, non-compliance with terms and conditions of a tree and/or development permit, removal or failure to maintain required trees, and conducting regulated activities without a tree permit. Each unauthorized violation shall be considered a separate offense for purposes of assigning penalties under Section 17.06.80. Seventy (70) percent of funds generated as a result of enforcement of this ordinance shall be dedicated to the Urban Forestry Fund established under Section 17.102.100 below.

17.102.90 APPLICABILITY OF THE OREGON FOREST PRACTICES ACT

The following provisions of the Oregon Forest Practices Act (OAR Chapter 629) are adopted by reference for consideration by the City in the review of Forest Operations Plans. Although the Director may seek advice from the Department of Forestry, the Director shall be responsible for interpreting the following provisions.

Division 610 – Forest Practices Reforestation Rules. Where reforestation is required, the

17.102 - 6

Adopted November 18, 2002 Ordinance 2002-10

provisions of OAR Chapter 629, Division 610, Section 020-060, Reforestation Stocking Standards, shall be considered by the Director, in addition to the requirements of Section 17.102.60.

Division 615 - Treatment of Slash. Slash shall not be placed within the protected setback areas. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 615 in determining how to dispose of slash.

Division 620 - Chemical and Other Petroleum Product Rules. The storage, transferring, cleaning of tanks and mixing of chemicals and petroleum products shall occur outside the protected setback areas. Aerial spraying shall not be permitted within the Urban Growth Boundary. Otherwise, the provisions of Chapter 629, Division 620 shall apply.

Division 625 – Forest Road Construction and Maintenance. Forest roads, bridges and culverts shall not be constructed within the protected setback areas, except where permitted within the FSH overlay area as part of an approved urban development. Otherwise, the Director shall consider the provisions of OAR Chapter 629, Division 625 in the review of road, bridge and culvert construction.

Division 630 - Harvesting. Forest harvesting operations, including but not limited to skidding and yarding practices, construction of landings, construction of drainage systems, treatment of waste materials, storage and removal of slash, yarding and stream crossings, shall not be permitted within protected setback areas. Otherwise, the provisions of Chapter 629, Division 630 shall apply.

17.102.100 URBAN FORESTRY FUND CREATED

In order to encourage planting of trees, the City will create a fund or account to be used for tree planting in rights-of-way, city parks, riparian areas, and other public property. The source of funds will be penalty enforcement, donations, grants, and any other funds the City Council may designate.

The City will create a second fund or account to collect fee-in-lieu payment for required mitigation trees. These funds will be used to plant native trees in parks, open spaces, private tree preservation tracts, or other City owned land in cases where mitigation trees are not able to be located on the property on which they are required to be planted.



Staff Report

Meeting Date: October 15, 2018

From Andi Howell, Transit Director
Intergovernmental Agreement - City of Sandy Updated Transit

SUBJECT: Master Plan

Background:

In June of 2017, Council passed a resolution in support of Sandy Transit applying for funds to update the Sandy Transit Master Plan through the Transportation Growth Management (TGM) Program. As you see in the recitals of the attached Intergovernmental Agreement, the TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development. This TGM Grant is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.

Sandy and Oregon Department of Transportation staff, chose a group of consultants through an RFP process. Once selected, the consultants, ODOT and Sandy staff defined the final Scope of Work for the project. This IGA allows Sandy to enter into an agreement with the State, through the Department of Transportation, to complete this planning project.

Recommendation:

Authorize the City Manager to sign an Intergovernmental Agreement (IGA) between Sandy and the Oregon Department of Transportation (ODOT) to complete an updated Transit Master Plan.

Financial Impact:

Total Cost of project \$140,450 with a local match provided through Sandy Transit payroll tax in the amount of \$19,152.

INTERGOVERNMENTAL AGREEMENT
City of Sandy, Updated Transit Master Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of Sandy (“City” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.
4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on February 28, 2020 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$140,450.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$140,450.

E. City's Matching Amount. The City's Matching Amount is \$19,152 or 12% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, Exhibit E sets forth information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, and City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to “Contractor” shall be deemed references to City.

C. City understands and agrees that ODOT’s obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers’ compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to

comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be

deemed the author. If, for any reason, such Work Product is not deemed “work made for hire”, City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance (“CFDA”) No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation (“USDOT”). City is a sub-recipient.

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

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

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200.331(a)(1). Records must be available as provided in Section 5.H. above..

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and

- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate

in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including,

without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Sandy

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

Contact Names:

Andi Howell
City of Sandy
39250 Pioneer Blvd.
Sandy, OR 97055
Phone: 5034390925
Fax: 503-668-8714
E-Mail: ahowell@ci.sandy.or.us

Seth Brumley, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8234
Fax: 503-731-3266
E-Mail: Seth.A.BRUMLEY@odot.state.or.us

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A.

**Exhibit A
Statement of Work
City of Sandy
Updated Transit Master Plan**

Definitions

Agency or ODOT	Oregon Department of Transportation
APM	Agency Project Manager
City or Sandy	City of Sandy
MHX	Mount Hood Express
PMT	Project Management Team
Project	Updated Transit Master Plan
TAC	Technical Advisory Committee
TMP	Transit Master Plan
TSP	Transportation System Plan

	Agency’s Project Manager (“APM”) for the WOC		Consultant’s Project Manager (“PM”) for the WOC
Name:	Seth Brumley, ODOT Region 1	Name:	Andrew Mortensen, DEA
Address:	123 NW Flanders Street Portland, OR 97209	Address:	2100 SW River Parkway Portland, OR 97201
Phone:	(503) 731-8234	Phone:	(503) 499-0424
Email:	Seth.A.Brumley@odot.state.or.us	Email:	ajmo@deainc.com
	Contract Administrator for the WOC		Local Project Manager
Name:		Name:	Andi Howell, City of Sandy
Phone:	Same as Agency’s Project Manager	Address:	1660 Champion Way Sandy, OR 97055
Email:		Phone:	(503) 826-0618
		Email:	ahowell@ci.sandy.or.us

Project Purpose and Transportation Relationship and Benefit

The purpose of the Updated Transit Master Plan project (“Project”) is to provide strategic guidance to the City of Sandy (“City”) for the provision of a sustainable and innovative transit system over a 20-year planning period. Project will examine how existing urban and outlying

rural service can be improved, with better integration and coordination to meet the needs expected from future regional growth and connectivity. Updated Transit Master Plan (“TMP”) will replace the existing TMP, adopted in 2009, as the transit element of the City’s Transportation System Plan (“TSP”), adopted in 2011.

Study Area

The Study Area for the Project consists of Sandy Transit service area, the majority of which is within Clackamas County (Figure 1). Sandy Transit provides intra-city service, inter-city commuter service to Gresham and Estacada, Dial-A-Ride service, and an out-of-town non-emergency medical appointment program.

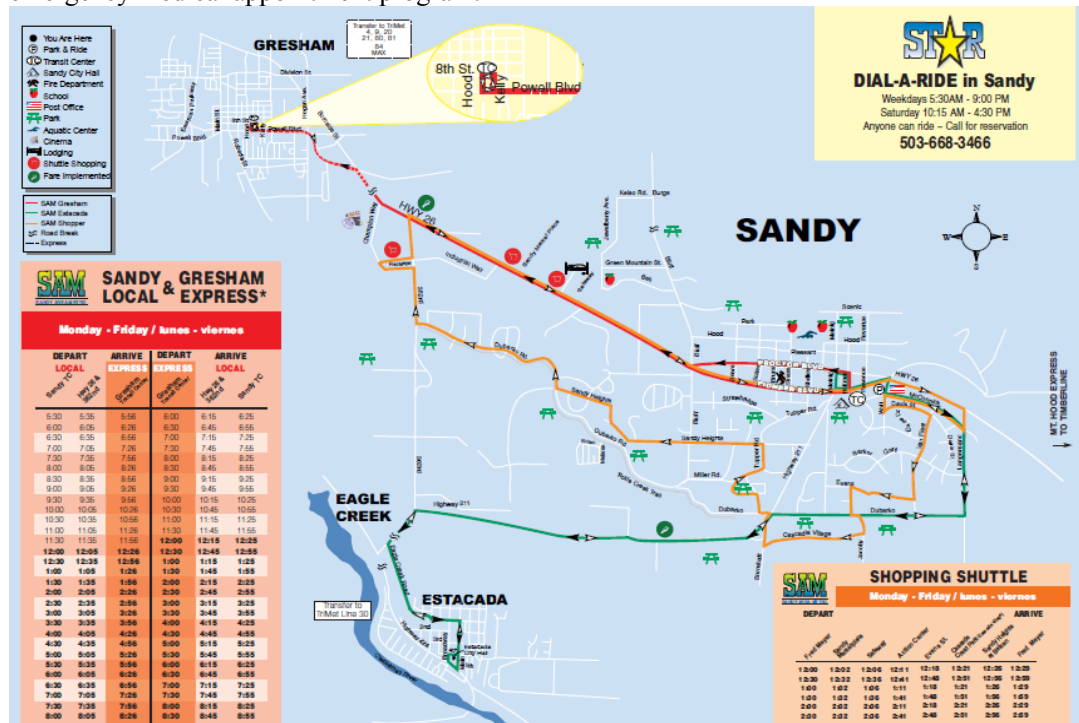


Figure 1: Study Area

Background

Sandy was founded in 1913 and named after the nearby Sandy River. The city is located east of Gresham and west of the Villages at Mt. Hood and about 25 miles from Portland. Skiing and other recreational activities, such as fishing, hiking, swimming, and biking attract visitors to the Sandy area.

US 26 serves as the major transportation route through Sandy. Within Sandy, the highway divides into a one-way couplet, providing a more pedestrian and transit friendly downtown. US 26 also serves as a major regional route for commerce and travelers, connecting Portland with Mt. Hood and Central Oregon. Many Sandy residents commute to work in Portland. Highway

211 also provides local access and connects Sandy with Eagle Creek, Estacada, Molalla, and Woodburn.

Sandy was granted a withdrawal from the TriMet District in 1999 and began providing transit service in 2000 under the name Sandy Transit. Initially, the City had one transit vehicle and provided fixed route service between Sandy and Gresham. Shortly thereafter, door-to-door demand-response service was offered for all residents within a quarter mile of Sandy's city limits, ensuring that all residents would be able to connect to the fixed route system. By the ninth month of operation, peak-hour service was added and the route was extended to serve more of Sandy's neighborhoods. In 2003, the City added commuter service between Sandy and Estacada. The following year, the City assisted the Mountain Community in implementing fixed-route service between Sandy and the Villages of Mt. Hood. Sandy Transit service has grown from one fixed-route with one vehicle to two fixed routes, two commuter routes, a demand-response service, and twelve vehicles.

Sandy's transit service continues to grow at a rapid pace and additional service will be needed because Sandy has recently undergone an urban renewal expansion and increased the urban growth boundary by 652 acres. The 2009 TMP is in need of update to ensure that transit service and transit supportive elements, such as sidewalks, Americans with Disabilities Act curbs, and more, are properly incorporated into any new development promoting multi-modal transportation options. Clackamas County has contracted with Sandy Transit to administratively support Mount Hood Express ("MHX"), a Clackamas County system, as it continues to see increases in ridership and capital since a service expansion was implemented in 2013. MHX also operates out of the City's operations center. Part of the success of the MHX service expansion is due to a federal grant program, the Federal Lands Access Program which partially funds MHX and Sandy Transit's Saturday and Sunday service to provide the connectivity needed between Portland to eastern Clackamas County. The success of this program has led to other transit agencies also receiving funding and a planning process, referred to as the "vision around the mountain", has been created to envision the future of transit around Mount Hood.

Finally, under Section 122 HB 2017, qualified entities may receive a distribution of formula funds upon Oregon Transportation Commission approval of a Statewide Transportation Improvement Fund Plan. The rules stipulate that projects in a Statewide Transportation Improvement Fund Plan must be derived from an adopted local plan. The adoption of the Updated Transit Master Plan will fulfill this requirement.

Project Objective

The Project Objective is to develop an Updated TMP that will achieve the following:

- Expand and reorganize existing services to better integrate public transportation service with land use and increase active transportation connectivity and access to transit throughout the Study Area;
- Identify and build support for transit-supportive land uses, densities, and street networks through a coordinated and cooperative process with Study Area communities as part of the existing and future transit corridors planning process;

- Enhance transit connections to other transit services so residents, employees, and out-of-area visitors can travel seamlessly throughout Sandy and neighboring areas;
- Promote the full range of transportation options in the region, including car-sharing, vanpooling, biking, walking, and use of public transit;
- Preserve the function of state highways by expanding regional public transit availability and reducing the number of single occupant vehicles on the road;
- Contribute to the reduction of greenhouse gas emissions through increased travel on transit and the use of improved transit technology; and
- Identify sources of funding, including HB 2017 funding, to be pursued to help ensure the Updated TMP's actions are fulfilled.

Public Involvement Approach

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. City and Consultant shall consider environmental justice, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, and local programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers will seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. City and Consultant shall use Oregon Department of Transportation's ("ODOT") Title VI (1964 Civil Rights Act) guidance to formulate public involvement strategies and report public outreach efforts. Consultant shall prepare materials in Spanish as specified within scope tasks.

The public involvement process is paramount in the Study Area since community, City and Clackamas County government, and business owner support is key in the successful adoption of the Updated TMP. Project will include a strategy to encourage public involvement utilizing stakeholder interviews, outreach events, surveys, project web page, Technical Advisory Committee ("TAC") meetings, City Council work sessions, and the public hearing process.

Expectations about Meetings

City shall organize all public events, including providing meeting space, required legal notice, reproduction and distribution of announcements and informational written materials, and postage and mailing or e-mailing.

City shall organize all Sandy City Council meetings including providing meeting space, required legal notice, agendas and staff reports, reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing minutes.

Consultant shall prepare agendas for all meetings and public involvement events other than Sandy City Council workshops and publish materials on the Project Web Page. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees, and purpose.

Expectations about Written and Graphic Deliverables

Text: All written deliverables must be substantially complete in draft version, need minimal editing, and include the project name, a title that refers to the contract deliverable, draft number, subtask number, and date of preparation. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both pdf and an editable text format acceptable to City and Agency Project Manager (“APM”).

Updated TMP must be written concisely and use a simple and direct style, both to minimize the length of the final documents and to make them understandable to as large an audience as is reasonable. Written deliverables should make limited use of passive voice to increase readability for a wide range of reader abilities. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (e.g., system inventories, demographic factors, funding sources).

Maps and Graphics: Consultant shall provide map and graphic deliverables in electronic format to City and APM, unless otherwise specified. Final Versions of Maps and graphics must be provided as jpegs and pdfs; drafts may be provided as pdfs only. Maps must include details necessary to ensure usability, including but not limited to city limits, Urban Growth Boundary, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM.

Geographic Information System Deliverables: Consultant shall provide Geographic Information System deliverables in an ESRI software shapefile format to City and APM. Consultant shall use its own software licenses for ESRI and other software required by Consultant to perform services. Any costs associated with the Software are at Consultant’s sole expense and are not reimbursable by ODOT.

Adoption ready: Consultant shall prepare the final TMP as a policy statement of City and must not include language such as “it is recommended...” or “Transit District should” The final Updated TMP must enable full integration with existing City and Sandy Transit documents.

Consultant shall ensure that any work products produced pursuant to this contract include the following statement:

This Project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and

Development. This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

In the final TMP, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes, etc. These items must only be on the acknowledgement page.

Distribution of Deliverables: Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to City and APM. Consultant shall allow a minimum of one week for deliverable review.

All draft deliverables include one round of Consultant revisions to respond to City and APM comments prior to wider distribution. This provision does not limit the right of Agency to require correction of deliverables that do not meet the standards outlined in this Statement of Work.

Consultant shall distribute revised draft deliverables electronically to City one week prior to TAC meeting or other public involvement events.

Following TAC meetings and public involvement events, Consultant shall prepare final versions of deliverables to respond to comments and distribute them electronically to City and APM. In all cases, Consultant shall incorporate comments and recommendations or explain why they were not included.

City shall provide consolidated City written review comments to Consultant on all Consultant deliverables.

Task 1 Project Management

- 1.1 Refined Project Schedule – Consultant shall prepare the Refined Project Schedule which includes the subtask name, deliverable, start date of work to prepare the deliverable, and end or due date of the deliverable. Consultant shall distribute Refined Project Schedule to City and APM for review and approval.
- 1.2 PMT Conference Calls – The Project Management Team ("PMT") includes the APM, City, Consultant, and others as identified by City or APM (e.g. agency planning partners). The purpose of the PMT is to coordinate the Project and guide project management decisions. Consultant shall schedule and lead the PMT conference calls.

The PMT is expected to meet via conference call on an as-needed basis for a total of up to 5 conference calls. PMT Conference Calls are anticipated to be one hour.

The agendas of each call will depend on the timing of each call and the topics benefitting from PMT focus at that time. Agendas will be set by the City.

City shall prepare a decision log documenting decisions made during the PMT calls (and meetings described below), notes on the decisions and next steps, and provide the log to APM and Consultant.

1.3 PMT Meeting #1: Project Initiation Meeting

The City shall organize and Consultant shall lead and facilitate an in-person meeting of the PMT at the start of the project. The meeting agenda must include:

- Refined Project Schedule
- Brainstorming who should be recruited to the Stakeholder Advisory Group, and who needs to be engaged in other ways.
- Review Project tasks, project management and communication patterns, systems and expectations.
- Discussing desired and needed data.

City Deliverables

- 1.a Review Refined Project Schedule (Subtask 1.1)
- 1.b PMT Conference Calls (up to 5) (Subtask 1.2)
- 1.c PMT Meeting #1: Project Initiation; PMT Decision Log (Subtask 1.3)

Consultant Deliverables

- 1.A Refined Project Schedule (Subtask 1.1)
- 1.B PMT Conference Calls (up to 5) (Subtask 1.2)
- 1.C PMT Meeting #1: Project Initiation (Subtask 1.3)

Task 2 Background Information and Existing Conditions Report

2.1 Background Information Memorandum

The City shall provide to Consultant available Background Information, which consists of City, local, regional, and state policy and regulatory documents and existing data, including but not limited to the following:

- a) Public Transportation Needs Assessment (2000), Clackamas County Coordinated Human Services Public Transportation Plan (2015), 2011 City of Sandy TSP, and other Sandy Transit background documents;
- b) City of Sandy Comprehensive Plan (2012), urban growth boundary expansion-related plans, Economic Opportunity Analysis, buildable lands inventory and major activity centers (employment, retail, medical, business and residential), and any other key future land development studies and plans, including existing population and employment density maps, populations, employment, and household forecasts, and demographics;
- c) Comprehensive plans, TSPs, urban growth boundary expansion-related plans, service enhancement plans as related to HB 2017, and any other key future land

development studies and plans for targeted communities outside of City of Sandy as determined by City including but not limited to the following;

- Clackamas County Comprehensive Plan and TSP (2013)
 - City of Gresham Comprehensive Plan and TSP (2013)
 - City of Estacada Comprehensive Plan and TSP (2007)
 - TriMet Eastside Service Enhancement Plan: Final Report (2016)
 - 2018 RTP Update materials (Metro), specifically updates to the Regional Transit Vision, transit performance measures, Transit System Expansion Policy, and Technology Plan Guide (links to electronic versions of materials)
 - Mt. Hood Express Service Expansion Analysis (2016)
- d) Adopted goals, policies and performance measures.
- e) Service data – current year and historical data including number of routes, monthly service hours, monthly service miles and service hours, monthly passengers by route, number of passengers per service hour/service mile,
- f) Passenger boardings for all trips on each route, by stop (at least a one week sample from a fall or spring week when schools are in session);
- g) Sandy Transit budget resources and requirements information;
- h) Transit capital assets inventory (fleet, vehicle utilization, bus stops/shelters, operations and maintenance);
- i) Information about existing, planned, and informal park-and-ride facilities;
- j) Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- k) Per-unit costs for the purposes of developing cost estimates;
- l) Geographic Information System layers of transit routes, streets, and city boundaries.
- m) Base year data related to defined transit market characteristics, including transit trip origin-destination data, as available;
- n) Information on the current use of transit technology;
- o) Information on existing fare policy; and,
- p) Sandy Transit records identifying existing available resources, to determine how the current fare structure is supporting the existing transit system.

APM will provide to Consultant:

- a) The Rural National Transit Database data for 2010 and later reported by ODOT to the Federal Transit Administration for Sandy Transit and other transit agencies for peer comparison.
- b) HB 2017 work to date, and
- c) Links to the most recent Oregon Public Transportation Plan and the Oregon Transportation Options Plan (2015).

Consultant shall assemble and summarize the following additional information:

- a) Demographic information, including information that identifies transportation-disadvantaged populations and their unmet transportation needs. Consultant shall

derive quantitative data to the extent available from census and American Community Survey data, the Oregon Household Activity Survey, and the 2010 statewide synthetic population developed by ODOT to identify potential markets by characteristics such as income, auto ownership, age, and ethnicity.

- b) TriMet (regional) designation of Equity Needs in the Sandy and greater Clackamas County area (supporting demographic analysis to the Public Transportation Improvement Plan (PTIP));

The Consultant shall review the background data and documents and prepare the Background Information Memorandum and submit it to the City and APM.

2.2 Operations Survey and Interviews

The Consultant shall survey City operators to gather information from them about current operations, and interview City operations and planning staff. The purpose of the survey and interviews will be to gather early suggestions from staff about improvements and changes to existing services. Insights gained shall be included in the Draft Existing Conditions Report (Task 2.3).

2.3 Draft Existing Conditions Report

Consultant shall prepare Draft Existing Conditions Report that includes the following:

- Operations Survey and Interview findings;
- Existing goals, policies and performance measures;
- Descriptions of existing transit routes and operations;
- Area land use patterns;
- Historic transit funding;
- Transit financial conditions for on-going capital acquisition and operations; and
- Potential areas for future transit service expansion or extension.

The Consultant shall submit the Draft Existing Conditions Report to the City and APM for review.

2.4 PMT Meeting #2

City shall organize and Consultant shall lead PMT Meeting #2 to review the Draft Existing Conditions Report, with project partners invited by the City.

2.5 Final Existing Conditions Report

The Consultant shall incorporate comments from the PMT into the Final Existing Conditions Report. City shall post Final Existing Conditions Report to the City's website (see Task 3). Note that this Report is not included among the materials, cited in later tasks, that will be translated into Spanish.

City Deliverables

- 2.a Background Information to Consultant (Subtask 2.1)

- 2.b Review Draft Existing Conditions Report (Subtask 2.3)
- 2.c PMT Meeting #2 (Subtask 2.4)

Consultant Deliverables

- 2.A Background Information Summary Memorandum (Subtask 2.1)
- 2.B Operations Surveys and Interviews (Subtask 2.2)
- 2.D Draft Existing Conditions Report (Subtask 2.3)
- 2.C PMT Meeting #2 (Subtask 2.4)
- 2.E Final Existing Conditions Report (Subtask 2.5)

Task 3 Public and Stakeholder Engagement, First Phase

3.1 Project Web Page—City shall develop a Project Web Page and Consultant shall provide Project materials (in both English and Spanish) to the City to post. Consultant shall develop initial materials which include a Project overview, Project Purpose, Refined Project Schedule, a list of Project deliverables, and City contact information. Consultant shall additionally provide a Project description and dates and locations of any public meetings in advance of meeting dates.

3.2 Stakeholder Advisory Group Formation
City shall confirm prospective stakeholders from the Project Initiation Meeting (Task 1.3). Consultant shall recruit stakeholders to serve on the Advisory Group, using emails, phone calls, referrals, and in-person meetings if necessary. A successful recruitment effort will result in an Advisory Group that includes both transit riders and non-riders, and is diverse by other measures as well.

Consultant shall update and maintain the stakeholder database, containing member names and contact information. The Stakeholder Advisory Group is expected to review and comment on major deliverables and provide policy advice. The Consultant and City shall recruit stakeholders from the following organizations:

- a) Commuters
- b) Sandy Chamber of Commerce
- c) Other Chambers of Commerce
- d) Oregon Trail School District
- e) Representatives of Mount Hood Community College
- f) Transit non-users
- g) Families
- h) Transit-dependent users or advocates (transportation-disadvantaged as per federal definition)
- i) Disabled users or advocates
- j) Health Care community
- k) Cities and Clackamas County unincorporated communities within the Study Area (Sandy, Eagle Creek, Estacada, Boring, Kelso, Damascus, Gresham)
- l) Region 1 Special Transportation Fund Advisory Committee

- m) Seniors
- n) Clackamas Workforce Partnership
- o) Sandy Visitor Center

3.3 Stakeholder Advisory Group Meeting #1

Consultant shall organize and lead Stakeholder Meeting #1 to introduce the Project, discuss Project Purpose, and solicit feedback on the Existing Conditions Report. City shall provide venue and food, if necessary. Consultant shall prepare a meeting summary and provide to APM and City. City shall invite public agency and technical partners to attend this meeting in a listening role, and to de-brief afterwards.

3.4 In-Person Outreach Event #1

The purpose of the In-Person Outreach Event #1 is to obtain input on Sandy Transit goals, potential transit service and facility improvements, and identify transit system needs, including those for special populations, such as seniors and persons with disabilities.

The timing of In-Person Outreach Event #1 must be determined at or soon after the Project Initiation Meeting (Task 1.3), and the event must occur around the same time as the Stakeholder Meeting #1 (Task 3.3).

City shall identify the In-person Outreach Event #1 location. Location must ensure that Title VI and environmental justice populations (identified in the Background Information Memorandum, Task 2.1) are accommodated. Consultant shall prepare outreach material and record comments. The outreach must be conducted through one in-person event to be held for approximately two-hours in duration. The Consultant team shall have Spanish-speaking staff attend and assist in the event.

3.5 City Council Briefing #1

City shall organize and Consultant shall present outcomes of the Existing Conditions Report and public engagement to date at a City Council Briefing. The briefing must inform City Council of policy choices that may come before them later in the Project process.

3.6 Web Survey #1

Consultant shall design Web Survey #1 through which community members can provide input on key choices about future transit. Consultant shall provide draft Web Survey #1 to PMT for review and Consultant shall incorporate comments into a final survey. Web Survey #1 must remain available for no fewer than 10 days. Stakeholder Advisory Group members and attendees of the In-Person Event #1 will be asked to encourage their friends and family to take Web Survey #1. Web Survey #1 must be in English and in Spanish.

3.7 On-Board Survey – Consultant shall prepare questionnaire for On-Board Survey to solicit input from transit riders, using similar questions as in the Web Survey and In-Person Outreach Event #1, as well as gathering basic information on trip purpose and

demographics. Consultant shall provide a draft On-Board Survey to PMT for review and Consultant shall incorporate comments into a final survey. Consultant shall translate the final On-Board Customer Survey into Spanish. Consultant shall hand out and collect completed On-Board Customer Survey forms for two days for each route. Consultant shall perform data entry for the completed On-Board Surveys.

3.8 Public Input Summary Memorandum

Consultant shall prepare the Public Input Summary Memorandum summarizing the Task 3 public engagement to date and document Project outreach for all income, race, gender, and age groups. Consultant shall submit the Public Input Summary Memorandum to the City and APM.

The Summary will help inform the Policy, Planning and Financial Framework (Task 4) and the Draft Transit Master Plan (Task 6). Goals and policies arising from the public outreach efforts in Task 3 will be drafted in Task 4.

City Deliverables

- 3.a Project Web Page (host) (Subtask 3.1)
- 3.b Confirm Prospective Stakeholders (Subtask 3.2)
- 3.c Stakeholder Advisory Group Meeting #1 (Subtask 3.3)
- 3.d In-Person Outreach Event #1 (Subtask 3.4)
- 3.e City Council Briefing #1 (Subtask 3.5)
- 3.f Review Web Survey #1 (Subtask 3.6)
- 3.f Review On-Board Survey (Subtask 3.7)
- 3.h Review Public Input Summary Memorandum (Subtask 3.8)

Consultant Deliverables

- 3.A Project Web Page (Subtask 3.1)
- 3.B Stakeholder Advisory Group member recruitment (Subtask 3.2)
- 3.C Stakeholder Advisory Group Meeting #1 (Subtask 3.3)
- 3.D In-Person Outreach Event #1 (Subtask 3.4)
- 3.E City Council Briefing #1 (Subtask 3.5)
- 3.F Web Survey #1 (Subtask 3.6)
- 3.G On-Board Survey (Subtask 3.7)
- 3.H Public Input Summary Memorandum (Subtask 3.8)

Task 4 Policy, Planning and Financial Framework

Subtasks

4.1 Draft Policy and Framework Memorandum

Consultant shall prepare the Draft Policy and Framework Memorandum to include the following:

- o Future Funding Scenarios - Consultant shall prepare two Future Funding and Cost Scenarios stratified by potential short- and long-range transit capital and operating investments. Future Funding Scenarios must consider Sandy's current, baseline

federal, state and local transportation revenues, the addition of new HB 2017 Statewide Transportation Improvement Funds (based on current employment tax revenues), and a potential increase in HB 2017 tax revenues due to the region's sustained economic growth (where employment tax revenue growth rates exceed cost of living growth rates), fare collections, and other revenue sources. The findings of the analysis must be used to determine the level of additional transit service that is financially feasible.

- Goals and Policies - Consultant shall draft TMP goals and policies based on input from the Public and Stakeholders (Task 3).
- Future Transit Service Policies - Consultant shall draft TMP Service policies based on previous tasks and the Future Funding Scenario analysis.

4.2 City Council Briefing #2

City shall organize and Consultant shall lead a City Council briefing on the Draft Policy and Framework Memorandum.

4.3 Final Policy and Framework Memorandum

Consultant shall update the Policy and Framework Memorandum to respond to comments received from City staff and the City Council. Consultant shall provide Final Policy and Framework Memorandum to City and APM. Note that this Memorandum is not included among the materials, cited in later tasks, that will be translated into Spanish.

4.4 Project Web Page Update

Consultant shall provide and City shall post Task 4 Web Page materials.

City Deliverables

- 4.a Review Draft Policy and Framework Memorandum (Subtask 4.1)
- 4.b City Council Briefing #2 (Subtask 4.2)
- 4.c Project Web Page Update (Subtask 4.3)

Consultant Deliverables

- 4.A Draft Policy and Framework Memorandum (Subtask 4.1)
- 4.B City Council Briefing #2 (Subtask 4.2)
- 4.C Final Policy and Framework Memorandum (Subtask 4.3)
- 4.D Project Web Page Update (Subtask 4.4)

Task 5 Draft Updated Transit Master Plan

Subtasks

- 5.1 Internal Draft Updated TMP – Consultant shall prepare an Internal Draft Updated TMP, building on the work prepared in previous tasks.

The Draft Updated TMP must include development of two future service scenarios: short- and long-term. The scenarios must be based on the two financial budgets developed in Task 4, in consultation with the City, and on the findings of the Policy and Planning Framework. Each of the two scenarios must be described with:

- Maps showing fixed route and demand response services
- Tables describing service parameters like frequency and span
- Operating cost estimates
- Objective measures of ridership potential on fixed route services
- Capital projects implied by the new services, including fleet
- Narrative describing implementation criteria, expected outcomes, and the ways that the implementation of certain services relate to one another.

The Draft Updated TMP must include recommendations for new or revised policies related to land use planning, parking management and development review. Consultant shall recommend transit policies for service design and performance monitoring.

The Draft Updated TMP must include maps, charts, and other graphics as necessary to communicate key ideas, and must be a concise, user friendly document.

- 5.2 PMT Meeting #3 –The City shall organize and Consultant shall lead PMT Meeting #3 to discuss the Draft Updated TMP. City shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting.
- 5.3 Public Draft Updated TMP – Consultant shall create a Public Draft Updated TMP that responds to comments received from the PMT. Consultant shall provide this Public Draft Updated TMP to City and APM. Note that this Draft TMP is not included among the materials, cited in later tasks, that will be translated into Spanish.
- 5.4 Project Web Page Update – Consultant shall provide and City shall post Public Draft Updated TMP.

City Deliverables

- 5.a Review Internal Draft Updated TMP (Subtask 5.1)
- 5.b PMT Meeting #3 (Subtask 5.2)
- 5.c Project Web Page Update (Subtask 5.4)

Consultant Deliverables

- 5.A Internal Draft Updated TMP (Subtask 5.1)
- 5.B PMT Meeting #3 (Subtask 5.2)
- 5.C Public Draft Updated TMP (Subtask 5.3)
- 5.D Project Web Page Update Material (Subtask 5.4)

Task 6 Public and Stakeholder Engagement, Second Phase

Subtasks

6.1 Stakeholder Advisory Group Meeting #2
Consultant shall organize and lead Stakeholder Advisory Group Meeting #2 to introduce the Public Draft Updated TMP. Consultant shall prepare a meeting summary and provide to APM and City.

6.2 In-Person Outreach Event #2
The second In-Person Outreach event is to obtain input on the Public Draft Updated TMP.

City shall identify the Outreach Effort location consistent with previous Title VI and environmental justice population considerations (identified in the Background Information Memorandum, Task 2.1). Consultant shall prepare outreach material and record comments.

The outreach must be conducted through one in-person event to be held for approximately two-hours in duration. The Consultant team shall have Spanish-speaking staff attend and assist in the event.

6.3 Web Survey #2
Consultant shall design a web survey through which community members can provide input on the Draft Updated TMP. Web Survey #2 must be available for no fewer than 10 days. Attendees of the Stakeholder Workshop and the In-person Event shall be asked to encourage their friends and family to take the web survey. Web Survey #2 must be in English and in Spanish.

6.4 City Council Briefing #3 – City shall schedule, send out notice, prepare agenda, and conduct a Sandy City Council Briefing #3 to review the Draft Updated TMP. Consultant shall attend work session to respond to questions. City shall prepare meeting summary.

City Deliverables

- 6.a Stakeholder Advisory Group Meeting #2 (Subtask 6.1)
- 6.b In-Person Outreach Event #2 (Subtask 6.2)
- 6.c City Council Briefing #3, (Subtask 6.3)

Consultant Deliverables

- 6.A Stakeholder Advisory Group Meeting #2 (Subtask 6.1)
- 6.B In-Person Outreach Event #2 (Subtask 6.2)
- 6.C Web Survey #2 (Subtask 6.3)
- 6.D City Council Briefing #3 (Subtask 6.4)

Task 7 Updated Transit Master Plan

Subtasks

- 7.1 Draft Updated TMP – Consultant shall prepare a Draft Updated TMP, for City Council consideration. Based on feedback in Task 6, City shall provide consolidated comments and Consultant shall implement changes to the Public Draft Updated TMP, which will result in the Updated TMP.
- 7.2 Sandy City Council Adoption Hearing – City shall schedule, notice, and conduct a public hearing to take testimony and consider adoption of the Updated TMP. City shall arrange for Public Comment Period, prepare and present staff report, and take City Council meeting minutes.
- 7.3 Final Updated TMP – Consultant shall prepare Final Updated TMP, making revisions if necessary as a result of the adoption process. Consultant shall provide two hard copies and two electronic copies (native format and pdf) to both City and APM. Note that this Final TMP is not included among the materials, that will be translated into Spanish.
- 7.4 Final Title VI Report – City shall prepare and submit to APM Final Title VI Report that builds on Public Input Summary Memorandum and documents Project process and outreach for all income, race, gender, and age groups for the entire Project.
- 7.5 Project Web Page Update – Consultant shall provide and City shall post Final Updated TMP.

City Deliverables

- 7.a Consolidated Comments on Draft Updated TMP (Subtask 7.1)
- 7.b Sandy City Council Adoption Hearing (Subtask 7.2)
- 7.c Final Title VI Report (Subtask 7.4)
- 7.d Project Web Page Update (Subtask 7.5)

Consultant Deliverables

- 7.A Draft Updated TMP (Subtask 7.1)
- 7.B Final Updated TMP (Subtask 7.3)
- 7.C Project Web Page Update Material (Subtask 7.5)

City Estimated Match Budget

Task		Labor	Supplies and Services	Task Costs
1	Project Management	\$800	\$500	\$1,300
2	Background Information and Existing Conditions Report	\$3,900	\$1,000	\$4,900

3	Public and Stakeholder Engagement, First Phase	\$2,890	\$2,500	\$5,390
4	Policy, Planning and Financial Framework	\$820	\$550	\$1,370
5	Draft Updated Transit Master Plan (TMP)	\$850	\$800	\$1,650
6	Public and Stakeholder Engagement-Second Phase	\$1,062	\$2,150	\$3,212
7	Updated Transit Master Plan	\$830	\$500	\$1,330
	Total			\$19,152

PROJECT SCHEDULE

Task 1: Project Management	Throughout Project Timeline
Task 2: Background Information and Existing Conditions Report	October 2018 – December 2018
Task 3: Public and Stakeholder Engagement, first Phase	December 2018 – February 2019
Task 4: Policy, Planning and Financial Framework	February 2019 – April 2019
Task 5: Draft Updated Transit Master Plan	April 2019 – June 2019
Task 6: Public and Stakeholder Engagement, Second Phase	June 2019 – July 2019
Task 7: Updated Transit Master Plan	July 2019 – August 2019

CONSULTANT DELIVERABLE TABLE

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
Task 1 Project Management		
1A	Refined Project Schedule (Subtask 1.1)	\$450
1B	PMT Conference Calls (up to 5 @ \$750) (Subtask 1.2)	\$3,750
1C	PMT Meeting #1: Project Initiation Meeting (Subtask 1.3)	\$1,700
	Subtotal	\$5,900
Task 2 Background Information and Existing Conditions Report		
2A	Background Information Memorandum (Subtask 2.1)	\$3,050
2B	Operations Survey and Interviews (Subtask 2.2)	\$3,400

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
2C	Draft Existing Conditions Report (Subtask 2.3)	\$18,550
2D	PMT Meeting #2 (Subtask 2.4)	\$1,600
2E	Final Existing Conditions Report (Subtask 2.5)	\$3,750
	Subtotal	\$30,350
Task 3 Public and Stakeholder Engagement, First Phase		
3A	Project Web Page (Subtask 3.1)	\$6,200
3B	Stakeholder Advisory Group member recruitment (Subtask 3.2)	\$4,400
3C	Stakeholder Advisory Group Meeting #1 (Subtask 3.3)	\$4,800
3D	In-Person Outreach Event #1 (Subtask 3.4)	\$7,550
3E	City Council Briefing #1 (Subtask 3.5)	\$750
3F	Web Survey #1 (Subtask 3.6)	\$6,250
3G	On-Board Survey (Subtask 3.7)	\$6,850
3H	Public Input Summary Memorandum (Subtask 3.8)	\$5,000
	Subtotal	\$41,800
Task 4 Policy, Planning and Financial Framework		
4A	Draft Policy and Framework Memorandum (Subtask 4.1)	\$3,350
4B	City Council Briefing #2 (Subtask 4.2)	\$900
4C	Final Policy and Framework Memorandum (Subtask 4.3)	\$2,150
4D	Project Web Page Update (Subtask 4.4)	\$350
	Subtotal	\$6,750
Task 5 Draft Updated Transit Master Plan (TMP)		
5A	Internal Draft Updated TMP (Subtask 5.1)	\$30,400
5B	PMT Meeting #3 (Subtask 5.2)	\$1,650
5C	Public Draft Updated TMP (Subtask 5.3)	\$1,900
5D	Project Web Page Update Material (Subtask 5.4)	\$150
	Subtotal	\$34,100
Task 6 Public and Stakeholder Engagement, Second Phase		
6A	Stakeholder Advisory Group Meeting #2 (Subtask 6.1)	\$3,900
6B	In-Person Outreach Event #2 (Subtask 6.2)	\$6,600
6C	Web Survey #2 (Subtask 6.3)	\$5,900
6D	City Council Briefing #3 (Subtask 6.4)	\$900
	Subtotal	\$17,300
Task 7 Updated Transit Master Plan		

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
7A	Draft Updated TMP (Subtask 7.1)	\$2,500
7C	Final Updated TMP (Subtask 7.4)	\$1,450
7E	Project Web Page Update Material (Subtask 7.5)	\$300
	Subtotal	\$4,250
<i>Total Non-Contingency Deliverables:</i>		<i>\$140,450</i>
<i>Total:</i>		<i>\$140,450</i>

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it

nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights

Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations. In particular, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights Act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this

Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action

program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

Rev. 5/10/2000 AGR.FEDCERT

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT**

CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.

Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards.

Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et

seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly

notify Agency. In such event, Agency may direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

- 9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE

EXHIBIT E

Information Required by 2 CFR 200331(a) (1)

1. Federal Award Identification: 0000(264)
 2. Grantee Name (which must match the name associated with 3 below): City of Sandy
 3. Grantee's unique entity identifier (i.e. DUNS number): 037085651
 4. Federal Award Identification Number (FAIN): 0000(264)
 5. Federal Award Date: July 17, 2017
 6. Period of Performance Start and End Date: From October 2018 to February 2020
 7. Total Amount of Federal Funds Obligated by this Agreement: \$140,450
- A. Total Amount of Federal Award: \$140,450
Federal award project description: 2017-19 Transportation and Growth Management

Program

- Name of Federal awarding agency: FHWA
Contact information for awarding official: Linda Swan
Indirect cost rate: 0%
- i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction
 - i.b. Amount: \$140,450
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a. CFDA Number and Name: _____
 - iii.b. Amount: _____
- B. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____
- Indirect cost rate: _____
- i.a. CFDA Number and Name: _____
 - i.b. Amount: _____
 - ii.a. CFDA Number and Name: _____
 - ii.b. Amount: _____
 - iii.a. CFDA Number and Name: _____
 - iii.b. Amount: _____
- C. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a. CFDA Number and Name: _____
iii.b. Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$140,450
9. Is Award R&D? __ Yes X No



Staff Report

Meeting Date: October 15, 2018

From Kim Yamashita, City Manager

SUBJECT: HoodView Disposal and Recycling Rate Increase

Background:

Steven Donovan and Andy Kahut with Hoodview Disposal have completed a cost analysis for the provision of solid waste and recycling. Their report and analysis is attached to this staff report. The rate increase will be approx. \$2.70 per month to the average single-family residential customer. Rate increase information will be noticed on the November 5th bill and effective on January 1, 2019.

Recommendation:

Recommend Approval. **"Motion to approve rate increase as proposed by HoodView Disposal to cover costs associated with statutory requirement to take and dispose of recyclables. "**

Code Analysis:

None

Financial Impact:

None

September 14, 2018

Ms. Kim Yamashita City Manager City of Sandy 39250 Pioneer Boulevard Sandy, Oregon 97055

Re: Request for Special Rate Review under Section 7.5 of the franchise agreement between the City and Hoodview Disposal & Recycling Inc. dated July 1, 2014

Dear Ms. Yamashita,

We have completed our cost of service analysis for the provision of solid waste and recycling services in the City of Sandy. With the benefit of reviewed financial results for the fiscal year ended December 31, 2017 and proforma results for the fiscal year ended December 31, 2018, we have concluded that a general rate increase of 11.8% is required on January 1, 2019. This percentage increase translates to a \$2.70 per month rate increase to the average single-family residential customer that subscribes to the 35-gallon cart garbage service (the most popular service we offer). This monthly rate increase is consistent with what other communities in the Portland Metro area have experienced in recent months due to the unprecedented degradation of recycling economics.

In my August 29th letter to you I pointed out that under current market conditions, it is far more economic to stop the curbside recycling program, and simply landfill those materials. Unfortunately, State law prohibits us from this course of action. Now that we have completed the cost of service analysis, I can share with you the stark reality of the economics of recycling in Sandy. In fiscal 2017, prior to the Chinese market closure, we netted \$4,640 in revenue from the sale of recyclables collected in the Sandy curbside program. In fiscal 2018, we are projecting a net cost to dispose of those same recyclable materials at \$104,400. As we speak, the domestic market prices for mixed recyclable is continuing to degrade.

Attached to this letter are the supporting document that justify our request for this extraordinary rate relief request. These supporting documents are as follows:

Exhibit A – Neighboring Communities’ rates for a comparable 35-gallon cart solid waste collection service. The data in this exhibit is as of September, 2018, and conforms to Section 7.8 of the franchise that “The City shall have the right to conduct a market test of the rates that Company charges customers in comparison with rates charged customers in cities and counties in the surrounding area of similar size and with similar collection programs provided that such comparison includes adjustments to rates to reflect differences related to local fees (including franchise fees) and the City pays for the market test analysis.”

Exhibit B – Analysis of historical and proforma revenue requirements for Hoodview Disposal & Recycling, Inc. This exhibit contains the actual line item results for the fiscal year ended December 31, 2017, and the proforma line item results for the fiscal year ended December 31, 2018. The derivation of net system revenue requirements conforms with the methodology prescribed in Section 7.6 of the franchise as follows: “In the event either the City or Company requests a change in scope in accordance with Section 3.3, the Company shall furnish the City with

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projected operational and cost data for the change in scope to support any adjustment to Rates. For the purposes of analyzing cost impacts of changes in scope, the Company's profit shall be calculated using an operating ratio of 88% of actual reasonable and necessary costs net of Disposal expenses and Franchise Fees. The City reserves the right to require that the Company supply any additional cost data or other information it may reasonably need to ascertain the appropriate Rate adjustment, if any, for the change in scope. The City shall review this operational and cost data, and the City Council shall establish Rates for the change in scope, if warranted. The granting of any change in scope shall be contingent upon City approval and establishment of new Rates. The City shall adjust Rates, in good faith, coincident with any adjustment made pursuant to this Section so that the change in scope and the corresponding Rates become effective on the same date.

Exhibit C - Proposed rate schedules for all solid waste and recycling services provided by Hoodview Disposal & Recycling, Inc. effective January 1, 2019.

Exhibit D – Independent Accountant's Review Report and Schedule of Operations for Hoodview Disposal & Recycling, Inc. for the fiscal year ended December 31, 2017. The report contained in this exhibit was prepared by our independent accountants, Jarrard, Seibert, Pollard & Co., LLC. We consider this information confidential, and request that you do not share it to the extent that law and practice allows.

Please accept this letter as Hoodview Disposal & Recycling, Inc.'s written request to apply to the City for special rate review of solid waste and recycling rates charged in the City of Sandy per Section 7.5 of the franchise. We further request the City Council to make a good faith effort to consider the merits of our request for extraordinary rate relief on or before November 1, 2018 so that we can notify our customers of the pending January 1, 2019 rate increases.

If you have any questions concerning this matter, please feel free to contact me at your earliest convenience. My office telephone number is 503.668.8300.

Very truly yours, Andy Kahut

Andy Kahut President

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Exhibit A – Neighboring Communities’ Monthly Rates for 35-gallon Cart Garbage Service

Clackamas County (Urban Areas)

Gresham

Portland (Eastside EOW Garbage)

Lake Oswego

Tualatin

Beaverton

Hillsboro

West Linn

Tigard

Washington County (Urban Areas)

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Canby

Sandy

\$32.55

\$32.36

\$31.80

\$30.06

\$29.00

\$27.85

\$25.75

\$25.70

\$25.39

\$24.96

\$24.61

\$22.89

\$- \$5.00 \$10.00 \$15.00 \$20.00 \$25.00 \$30.00 \$35.00

Exhibit B – Analysis of Historical and Proforma Revenue Requirements

Fiscal Year Ended Proforma FY Ended Revenue Requirement December 31, 2017 December 31, 2018 December 31, 2018 Revenue:

Route revenue 1,478,434 99.69% 1,545,974 107.24% 1,728,394 106.43% Sale of recyclables 4,640 0.31% (104,400) -7.24% (104,400) -6.43% Total revenue 1,483,074 \$ 100.00% 1,441,574 \$ 100.00% 1,623,994 \$ 100.00%

Operating Expenses:

Salaries and wages 358,922 24.20% 369,690 25.64% 369,690 22.76% Payroll taxed and employee benefits 109,811 7.40% 113,105 7.85% 113,105 6.96% Workers' compensation 12,422 0.84% 12,795 0.89% 12,795 0.79% Gas, tires, and oil 39,167 2.64% 40,342 2.80% 40,342 2.48% Parts, repairs, and maintenance 77,527 5.23% 79,853 5.54% 79,853 4.92% Dump fees 544,255 36.70% 560,583 38.89% 560,583 34.52% Lease and rental expense 60,343 4.07% 62,153 4.31% 62,153 3.83% shop and safety supplies 5,834 0.39% 6,009 0.42% 6,009 0.37% Utilities and telephone 13,921 0.94% 14,339 0.99% 14,339 0.88% Depreciation and amortization 9,007 0.61% 9,277 0.64% 9,277 0.57% Taxes and licenses 14,659 0.99% 15,099 1.05% 15,099 0.93% Franchise fees 46,111 3.11% 47,494 3.29% 47,494 2.92% Dues and subscriptions 4,715 0.32% 4,856 0.34% 4,856 0.30% Advertising and promotion 1,742 0.12% 1,794 0.12% 1,794 0.11% Insurance 8,910 0.60% 9,177 0.64% 9,177 0.57% Professional fees 5,340 0.36% 5,500 0.38% 5,500 0.34% Office supplies and expense 39,888 2.69% 41,085 2.85% 41,085 2.53% Miscellaneous 1,814 0.12% 1,868 0.13% 1,868 0.12% Operating expenses 1,354,388 91.32% 1,395,020 96.77% 1,395,020 85.90%

Income from operations 128,686 8.68% 46,554 3.23% 228,974 14.10%

Other income (expense):

Equity earnings, Kahut Waste Services - 0.00% - 0.00% - 0.00% Equity losses, ORS, LLC - 0.00% - 0.00% - 0.00% Gain on sale of assets - 0.00% - 0.00% - 0.00% Interest income - 0.00% - 0.00% - 0.00% Miscellaneous income - 0.00% - 0.00% - 0.00% Interest expense 33,102 2.23% 34,095 2.37% 34,095 2.10% Other income (expense) 33,102 2.23% 34,095 2.37% 34,095 2.10%

Net income before income taxes 95,584 6.44% 12,459 0.86% 194,879 12.00%

Income taxes paid 36,663 2.47% 4,734 0.33% 74,054 4.56%

Net income 58,921 \$ 3.97% 7,725 \$ 0.54% 120,825 \$ 7.44%

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Exhibit B Continued– Analysis of Historical and Proforma Revenue Requirements

Reconciliation of Net System Revenue Requirements to Proforma Recovery of Revenues by
Customer Class (based on September, 2018 active customer counts)

Calculated revenue requirement January 1, 2019 \$ 1,728,394 Proforma revenues recovered from rates
fiscal 2018 \$ 1,545,974

Net revenue deficiency January 1, 2019:

Dollars \$ 182,420 Percent 11.80%

Revenues to be recovered from rates in fiscal 2019 \$ 1,728,394

Projected revenue recover by customer class based on current customer counts

Residential 1,058,619 \$ Commercial 620,575 Drop box 10,226 Total projected revenue recovery by class
fiscal 2019 1,689,420 \$

Customer class recovery as a percent of total revenue requirement 97.75%

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Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Residential Rates

Regularly Scheduled Curbside Collection Services Basic Service

Size of Solid Waste Receptacle Service Frequency

Estimated Annual Rate Revenues

20-gal cart 1 pick-up/wk 176 \$ 19.23 \$ 21.50 \$45,400
35-gal cart 1 pick-up/wk 2,401 \$ 22.89 \$ 25.59 \$737,327
60-gal cart 1 pick-up/wk 382 \$ 36.62 \$ 40.95 \$187,694
90-gal cart 1 pick-up/wk 112 \$ 40.74 \$ 45.55 \$61,222
32-gal can 1 pick-up/month 145 \$ 12.82 \$ 14.33 \$24,936

Yard Debris

Size of Solid Waste Receptacle Service Frequency

Estimated Number of Accounts

Estimated Annual Rate Revenues

65-gal cart 1 pick-up/wk 28 \$ 5.43 \$ 6.07 \$2,040

Recyclable Materials

Size of Solid Waste Receptacle Service Frequency

Estimated Number

Current Rate

Proposed Rate of Accounts

January 1, 2018

January 1, 2019

Estimated Annual Rate Revenues

95-gal cart for commingled materials and 14- gallon bin for glass

Estimated Number

Current Rate

Proposed Rate of Accounts

January 1, 2018

January 1, 2019

1 pick-up/wk 25 \$ - \$ - \$0

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Current Rate January 1, 2018

Proposed Rate January 1, 2019

Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Residential Rates

Extra Pick-Ups/On-Call Collection Services

Type of Service Size of Receptacle

Estimated Annual Rate Revenues

Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day

Estimated Number of Accounts

32-gal can or bag N.A. \$ 5.95 \$ 6.65 N.A.

Extra can or bag of Solid Waste collected on a day other than the customer's regularly scheduled collection day

32-gal can or bag N.A. \$ 7.53 \$ 8.42 N.A.

Extra can or bag of Yard Debris collected on customer's regularly scheduled collection day

32-gal can, 32-gal bag, or 2 foot x 2 foot bundle N.A. \$ 2.64 \$ 2.95 N.A.

Extra can or bag of Yard Debris collected on a day other than the customer's regularly scheduled collection day

32-gal can, 32-gal bag, or 2 foot x 2 foot bundle N.A. \$ 7.53 \$ 8.42 N.A.

Backyard/Sideyard Service

Description Distance from Curb to Receptacle

Estimated Number

Current Rate as of

Proposed Rate as

Estimated Annual of Accounts

January 1, 2018

of January 1, 2019

Rate Revenues

Extra monthly fee paid by able-bodied customers for backyard or sideyard

Walk-In or Drive-In Service:

Collection of all Customer Receptacles

50 feet or less N.A. (including Solid Waste, Recyclable

Materials, and Yard Debris Receptacles)

\$ 37.04 \$ 41.41 N.A.

Drive In Service:

51 - 100 feet N.A.

\$ 39.82 \$ 44.52 N.A.

101 - 200 feet N.A.

\$ 42.57 \$ 47.60 N.A.

201 - 400 feet N.A.

\$ 48.11 \$ 53.79 N.A.

401 - 600 feet N.A.

\$ 53.65 \$ 59.98 N.A.

601 feet or more N.A.

\$ 59.19 \$ 66.17 N.A.

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Current Rate as of January 1, 2018

Proposed Rate as of January 1, 2019

Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Residential Rates

Miscellaneous Charges

Service Type Description

Estimated Annual Rate Revenues

Call back charge Extra fee paid if customer did not set

Receptacles Curbside for Collection before Company's vehicle passes customer's house and customer requests Company to return to Premises to pick-up materials

Estimated Number of Accounts

N.A. \$ 5.63 \$ 6.29 N.A.

Restart service Extra fee paid if customer stops and than

restarts Collection services more than once during the year or when service is reinstated after it has been stopped due to non-payment

N.A. \$ 9.86 \$ 11.02 N.A.

Cart delivery/pick-up Extra fee paid if customer requests a change in

Cart size more than once per year

N.A. \$ 13.19 \$ 14.75 N.A.

Cart replacement Extra fee paid if customer requires Cart

replacement (one replacement per year at no cost)

N.A. At cost At cost N.A.

Hourly fee for services Truck and one person N.A. \$ 59.13 \$ 66.11 N.A.

Hourly fee for services Truck and two persons N.A. \$ 79.86 \$ 89.28 N.A.

Tire collection Fee per tire for 18" and under rim size, tire off the rim

N.A. \$ 8.84 \$ 9.88 N.A.

Tire collection Fee per tire for 18" and under rim size, tire on the rim

N.A. \$ 10.29 \$ 11.51 N.A.

Furniture and recyclable appliances Fee per item Collected N.A. Per quote Per quote N.A.

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Current Rate as of January 1, 2018

Proposed Rate as of January 1, 2019

Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Commercial Rates

Type of Service Receptacle

Service

Estimated

Estimated Frequency (Pick-

Number of

Current Rate

Annual Rate Ups/Week) Rate Factor

Accounts

January 1, 2018

Revenues

Regularly Scheduled Cart Services*

Solid Waste One 35-gallon car 1 1.00 9 \$19.92 \$22.27 \$2,405 Solid Waste Two 35-gallon car 1 2.00 0 \$39.84 \$44.54 \$0 Solid Waste One 60-gallon car 1 1.62 14 \$32.18 \$35.98 \$6,045 Solid Waste Two 60-gallon car 1 3.10 1 \$61.78 \$69.07 \$829 Solid Waste One 90-gallon car 1 1.75 17 \$34.82 \$38.92 \$7,940 Solid Waste Two 90-gallon car 1 3.36 5 \$66.84 \$74.73 \$4,484 Solid Waste Additional 90 gall 1 1.67 6 \$33.20 \$37.12 \$2,672

Regularly Schedule Container Services*

Solid Waste 1 cubic yard conta 1 1.00 25 \$105.64 \$118.11 \$35,432 Solid Waste 1 cubic yard conta 2 1.90 1 \$200.72 \$224.40 \$2,693 Solid Waste 1 cubic yard conta 3 2.85 0 \$301.07 \$336.60 \$0 Solid Waste 1 cubic yard conta 4 3.80 0 \$401.44 \$448.81 \$0 Solid Waste 1 cubic yard conta 5 4.75 0 \$501.80 \$561.01 \$0 Solid Waste 1 cubic yard conta 6 5.70 0 \$602.16 \$673.21 \$0

Solid Waste 1.5 cubic yard con 1 1.39 17 \$146.37 \$163.64 \$33,383 Solid Waste 1.5 cubic yard con 2 2.58 1 \$272.71 \$304.89 \$3,659 Solid Waste 1.5 cubic yard con 3 3.81 0 \$402.64 \$450.15 \$0 Solid Waste 1.5 cubic yard con 4 5.04 0 \$532.51 \$595.34 \$0 Solid Waste 1.5 cubic yard con 5 6.26 0 \$661.09 \$739.10 \$0 Solid Waste 1.5 cubic yard con 6 7.90 0 \$834.35 \$932.80 \$0

Solid Waste 2 cubic yard conta 1 1.68 29 \$177.21 \$198.12 \$68,946 Solid Waste 2 cubic yard conta 2 3.22 5 \$339.85 \$379.95 \$22,797 Solid Waste 2 cubic yard conta 3 4.76 1 \$502.38 \$561.66 \$6,740 Solid Waste 2 cubic yard conta 4 6.30 0 \$665.04 \$743.51 \$0 Solid Waste 2 cubic yard conta 5 7.83 0 \$827.63 \$925.29 \$0 Solid Waste 2 cubic yard conta 6 9.56 0 \$1,010.10 \$1,129.29 \$0

Solid Waste 3 cubic yard conta 1 2.30 22 \$243.41 \$272.13 \$71,843 Solid Waste 3 cubic yard conta 2 4.39 6 \$463.48 \$518.17 \$37,308 Solid Waste 3 cubic yard conta 3 6.61 1 \$698.65 \$781.09 \$9,373 Solid Waste 3 cubic yard conta 4 8.85 0 \$934.68 \$1,044.97 \$0 Solid Waste 3 cubic yard conta 5 11.08 0 \$1,170.61 \$1,308.74 \$0 Solid Waste 3 cubic yard conta 6 13.13 0 \$1,387.46 \$1,551.18 \$0

Solid Waste 4 cubic yard conta 1 2.97 18 \$313.98 \$351.03 \$75,822 Solid Waste 4 cubic yard conta 2 5.15 9 \$543.83 \$608.00 \$65,664 Solid Waste 4 cubic yard conta 3 7.68 9 \$811.07 \$906.77 \$97,932 Solid Waste 4 cubic yard conta 4 10.21 0 \$1,078.12 \$1,205.34 \$0 Solid Waste 4 cubic yard conta 5 12.74 0 \$1,345.41 \$1,504.16 \$0 Solid Waste 4 cubic yard conta 6 16.94 0 \$1,789.68 \$2,000.86 \$0

Solid Waste 6 cubic yard conta 1 4.22 6 \$445.38 \$497.93 \$35,851 Solid Waste 6 cubic yard conta 2 8.17 1 \$863.00 \$964.83 \$11,578 Solid Waste 6 cubic yard conta 3 12.12 1 \$1,280.55 \$1,431.65 \$17,180 Solid Waste 6 cubic yard conta 4 16.07 0 \$1,698.11 \$1,898.48 \$0 Solid Waste 6 cubic yard conta 5 20.03 0 \$2,115.67 \$2,365.31 \$0 Solid Waste 6 cubic yard conta 6 24.03 0 \$2,538.68 \$2,838.24 \$0

Solid Waste 8 cubic yard conta 1 5.62 0 \$588.88 \$658.36 \$0 Solid Waste 8 cubic yard conta 2 10.89 0 \$1,141.04 \$1,275.68 \$0 Solid Waste 8 cubic yard conta 3 16.16 0 \$1,693.13 \$1,892.92 \$0 Solid Waste 8 cubic yard conta 4 21.43 0 \$2,245.22 \$2,510.15 \$0 Solid Waste 8 cubic yard conta 5 26.70 0 \$2,797.31 \$3,127.38 \$0 Solid Waste 8 cubic yard conta 6 32.04 0 \$3,356.61 \$3,752.68 \$0

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

Proposed Rate January 1, 2019

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Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Commercial Rates

Type of Service Receptacle

Estimated Annual Rate Revenues Other Services

Compacted Container Service

Service Frequency (Pick-

Ups/Week) Rate Factor

Estimated Number of Accounts

Current Rate January 1, 2018

Proposed Rate January 1, 2019

N.A. N.A. Rates for compacted containers shall

N.A. equal 3 times the container rate listed above.

Extra can or bag of Solid Waste collected on customer's regularly scheduled collection day

1 to 8 cubic yard

1 to 6 pick-ups container

per week

32-gal can or bag Per occurrence N.A. N.A. \$5.95 \$6.65 N.A.

Extra can or bag of Solid Waste collected on a day other than the customer's regularly scheduled collection day

32-gal can or bag Per occurrence N.A. N.A. \$7.53 \$8.41 N.A.

Extra pick-up for on-call service or overage pick-up service for regular container customers

1 to 8 cubic yard

Per cubic yard

N.A. N.A. \$26.13 \$29.21 N.A. container

per occurrence

Push/pull N.A. Per Month N.A. N.A. \$11.28 \$12.61 N.A.

Lock/unlock N.A. Per Month N.A. N.A. \$11.28 \$12.61 N.A.

Steam cleaning N.A. Per occurrence N.A. N.A. \$56.36 \$63.01 N.A.

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

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Exhibit C – Proposed Schedule of Rates and Charges Effective January 1, 2019 Drop Box Rates

Type of Service Receptacle

Estimated Annual Rate Revenues

Regularly Scheduled Collection Service (Monthly Rate not including rental & delivery fees which are charged separately)

All Material Types 10 cubic yard drop box 1 pickup/week 0 \$95.28 \$106.52 \$0 All Material Types 20 cubic yard drop box 1 pickup/week 8 \$95.28 \$106.52 \$10,226 All Material Types 30 cubic yard drop box 1 pickup/week 0 \$116.24 \$129.96 \$0 All Material Types 40 cubic yard drop box 1 pickup/week 0 \$116.24 \$129.96 \$0

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

All Material Types 10 cubic yard drop box On-call pickup N.A. \$122.30 \$136.73 N.A. All Material Types 20 cubic yard drop box On-call pickup N.A. \$122.30 \$136.73 N.A. All Material Types 30 cubic yard drop box On-call pickup N.A. \$149.21 \$166.82 N.A. All Material Types 40 cubic yard drop box On-call pickup N.A. \$149.21 \$166.82 N.A.

Rental Service

Rental All drop box sizes Per day** N.A. \$7.48 \$8.36 N.A. Rental All drop box sizes Per month** N.A. \$74.75 \$83.57 N.A.

** Customer receives two days of drop box use at no cost; rental fee charged per day for each day in excess of the first two days of use.

Total charge shall be based on the per-day rate or per-month rate whichever is less.

Delivery Service

Delivery All drop box sizes Initial delivery to collection site

Estimated Service

Number of Frequency

Accounts

Current Rate January 1, 2018

Proposed Rate January 1, 2019

N.A. \$23.64 \$26.43 N.A.

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Exhibit D – Independent Accountants' Review Report and Schedule of Operations for Hoodview Disposal & Recycling, Inc. for the fiscal year ended December 31, 2017

HOODVIEW DISPOSAL & RECYCLING, INC.

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

AND

SCHEDULE OF OPERATIONS

(City of Sandy Franchise)

YEAR ENDED DECEMBER 31, 2017

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors Hoodview Disposal & Recycling, Inc. Canby, Oregon

We have reviewed the accompanying City of Sandy Schedule of Operations (the "Schedule"), of Hoodview Disposal & Recycling, Inc. (a corporation) for the year ended December 31, 2017, and the related notes to the schedule. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the schedule as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the schedule in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a schedule that is free from material misstatement whether due to fraud or error. Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the schedule for it to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion. Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying schedule in order for it to be in accordance with accounting principles generally accepted in the United States of America.

JARRARD, SEIBERT, POLLARD & CO., LLC Certified Public Accountants

West Linn, Oregon April 9, 2018

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HOODVIEW DISPOSAL & RECYCLING, INC. CITY OF SANDY SCHEDULE OF
OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2017 (See Independent
Accountants' Review Report)

2017 %

REVENUE 1,483,074 100.00

OPERATING EXPENSES:

Salaries and wages 358,922 24.20 Payroll taxes and employee benefits 109,811 7.40 Workers'
compensation 12,422 0.84 Gas, tires, and oil 39,167 2.64 Parts, repairs, and maintenance 77,527 5.23
Dump fees 544,255 36.70 Lease and rental expense 60,343 4.07 Shop and safety supplies 5,834 0.39
Utilities and telephone 13,921 0.94 Depreciation and amortization 9,007 0.61 Taxes and licenses 14,659
0.99 Franchise fees 46,111 3.11 Dues and subscriptions 4,715 0.32 Advertising and promotion 1,742 0.12
Insurance 8,910 0.60 Professional fees 5,340 0.36 Office supplies and expense 39,888 2.69 Miscellaneous
1,814 0.12 1,354,388 91.32 INCOME FROM OPERATIONS 128,686 8.68

OTHER INCOME (EXPENSE):

Interest expense (33,102) (2.23) (33,102) (2.23)

NET INCOME BEFORE INCOME TAXES 95,585 6.44

INCOME TAXES PAID 36,663 2.47

NET INCOME 58,922 3.97

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HOODVIEW DISPOSAL & RECYCLING, INC. NOTES TO SCHEDULE FOR THE
YEAR ENDED DECEMBER 31, 2017

NOTE A - Summary of Significant Accounting Policies:

This summary of significant accounting policies of Hoodview Disposal & Recycling, Inc. is presented to assist in understanding the Company's schedule. The schedule and notes are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the schedule.

Nature of Operations — Hoodview Disposal & Recycling, Inc. is a full service garbage and recycling company. The Company is headquartered in Canby, Oregon.

Income Taxes - Income taxes are provided for the tax effects of transactions reported in the financial statements.

Advertising Costs - Advertising costs are charged to operations when incurred and totaled approximately \$1,742 in 2017.

Estimates — The preparation of schedules in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events — Subsequent events have been evaluated through April 6, 2018, which is the date the schedule was available to be issued.

NOTE B - Related-Party Transactions:

The Company disposes a majority of its solid waste with a transfer station which is owned by a related party.

NOTE C - Retirement Plans:

The Company participates in a defined contribution 401(k) profit sharing plan. The profit-sharing plan covers substantially all employees and the Company matches 100% of the participant's contribution that is not in excess of 6% of the participant's compensation.

NOTE D- Income Taxes:

The provision for income taxes consists of the following:

Current:

Federal \$30,354 State 6,309 Total \$36,663

HOODVIEW DISPOSAL & RECYCLING, INC. NOTES TO SCHEDULE FOR THE
YEAR ENDED DECEMBER 31, 2017

NOTE D — Income Taxes (Continued):

The tax provision differs from the expense that would result from applying statutory rates to income before income taxes because of nondeductible expenses.

The Company files income tax returns in the U.S. federal jurisdiction, and various state jurisdictions. The Company is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2014.

The Company follows the provisions of uncertain tax positions as addressed in FASB Accounting Standards Codification 740-10-65-1. The Company recognized no increase in the liability for unrecognized tax benefits. The Company has no tax position at December 31 2017 for which the ultimate deductibility is highly certain but for which there is uncertainty about the time of such deductibility. The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. No such interest or penalties were recognized during the period presented. The Company had no accruals for interest and penalties at December 31, 2017.

NOTE E - Leases:

The Company has various leases for vehicles and equipment which are classified as operating leases. Total rent expense for those operating leases for 2017 was \$2,300.

The Company leases real property from a related party. Total rent expense under the lease was \$58,000 for 2017.

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