



Resolution 2005-059

**A RESOLUTION AUTHORIZING PARTICIPATION IN A STUDY OF THE
"SE SHERWOOD STUDY AREA" AND THE VERY LOW DENSITY RESIDENTIAL ZONE**

WHEREAS, the City of Sherwood has a Very Low Density Residential (VLDR) Zone in the Sherwood Plan and Zone Map that requires a minimum 1 acre per lot; and

WHEREAS, the City has approved recent subdivisions and partitions in the proposed study area without adequate public improvements because the City cannot require urban levels of service in proportion to the impacts of the projects; and

WHEREAS, the City expects future private development in the immediate future and that a master plan for the neighborhood would better serve current and future property owners, neighbors, and the City; and

WHEREAS, City staff has applied for technical assistance through the Oregon Transportation and Growth Management (TGM) Quick Response program to fund the study and master plan for the "SE Sherwood Study Area" and at no additional cost to the City; and

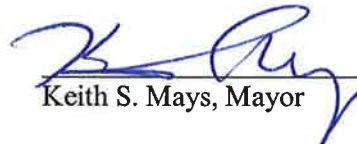
WHEREAS, the City is committing in-kind services, such as staff time, to match the overall \$50,000 estimated budget; and

WHEREAS, this technical assistance application requires a demonstration of support from local elected officials, the Planning Commission has identified the task in the 2005 Work Program; and the City Council recognizes the benefits of a coordinated master plan for efficient land use, multi-modal transportation, and shared open space, and acknowledge the need to analyze and plan for the proposed study area; and

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The SE Sherwood Study Area (Exhibit A) and technical assistance application is hereby endorsed and the Planning Supervisor shall administer the study according to the attached Statement of Work (Exhibit B).

Duly passed by the City Council this 6th day of September 2005.


Keith S. Mays, Mayor

ATTEST:


C.L. Wiley, City Recorder

EXHIBIT A

Quick Response Project for the City of Sherwood

Southeast Sherwood Neighborhood

STATEMENT OF WORK

1 INTRODUCTION

1.1 Background

The Southeast Sherwood East Murdock neighborhood within the City of Sherwood (City) is a 55-acre area located east of Murdock Road extending to the eastern limits of the City and urban growth boundary (UGB). The study area consists of at least 11 parcels zoned Very Low Density and 9 existing homes. A recent partition under construction has increased the number of parcels and will create additional home-sites. Established PUD developments exist to the north and south of the site.

The City has held pre-application meetings for two more partitions, but applicants have agreed that these partitions should wait until a master plan can be developed for the entire neighborhood. Many of the other owners have expressed interest in further development of their land.

The neighborhood is unusual in that it is zoned for density of approximately 1 unit per acre (or up to 2 units per acre under PUD provisions), but is adjacent to land already developed at 3.5 to 5 units per acre. Murdock Road (a city maintained arterial) runs along the site providing access that would support increased development. Additional complicating factors include hilly terrain, existing homes, wetlands, and potential tannery residue.

The City has requested the assistance of the Quick Response Program to design a neighborhood master plan that would facilitate the infill and redevelopment of the neighborhood.

1.2 Goals for the project

- A. A pedestrian friendly transportation system that will link the site with nearby residential developments, parks, schools, commercials sites and other destinations;
- B. An increase in residential densities;
- C. A land use plan that provides for a mix of housing types (potentially including row houses, clustered development, higher densities along Murdock, moderate densities elsewhere, open space and/or recreation space) and that is compatible with adjacent uses;
- D. Conceptual plans for public facilities (roads, paths, water, sewer and storm drainage) needed to support the land use plan;
- E. Implementing strategies including map and text amendments for the City to adopt; and
- F. A high level of neighborhood and citizen involvement.

1.3 Purpose of Contract - Transportation Relationships and Benefits

The Transportation and Growth Management (TGM) Program is a joint effort of the Oregon Department of Transportation (ODOT or Agency) and the Oregon Department of Land

Conservation and Development (DLCD). The purposes of the TGM Program are to strengthen the capability of local governments to effectively manage growth and comply with the Transportation Planning Rule, to integrate transportation and land use planning, and to encourage transportation-efficient land uses which support modal choice and the efficient performance of transportation facilities and services.

The TGM Program wishes to investigate planning and design options for the neighborhood. This site offers an opportunity to plan for increased density of residential uses within the urban growth boundary, within a quarter-mile of a neighborhood park and within a half-mile of an elementary school. Specific issues to be addressed by the Contractor include the general layout, design, and scale of development within the study area, the design and general alignment streets, including access management alternatives along Murdock Road, and other design features consistent with compact, pedestrian-friendly development.

2 WORK TASKS (DELIVERABLES, COSTS AND COMPLETION DATES)

2.1 Project Reconnaissance and Data Collection

City shall provide to the Contractor all of the necessary background information, including zoning and land development regulations, planned or permitted development projects, conceptual site plans, applicable plans and policies, and base data including property boundaries and topography. Contractor shall meet with the affected property owners, City and TGM staff. The City shall set up the meeting, potentially structured as a pre-application meeting. Contractor shall visit the site and take photographs of the site and adjacent areas to be used in subsequent work phases. The purpose of the site visit and discussions is to gain an understanding of the planning and design opportunities and constraints. Contractor shall prepare a base map that includes streets, property boundaries, building footprints, and natural features.

DELIVERABLES	Cost	Completion
a. Property-owner meeting	\$538	Month 1
b. Photographs of study area	\$269	Month 1
c. Collection and reading of base data	\$1,812	Month 1
d. Base map	\$1,976	Month 1

2.2 Prepare Opportunities and Constraints Analysis and Conduct Issues Workshop

Based upon the information obtained during Task 2.1, Contractor shall prepare an opportunities and constraints analysis in graphical and text forms. The opportunities and constraints analysis must identify natural and man-made features which will affect development opportunities on the site, including streams, wetlands, floodplains, steep slopes, potential contamination from tannery wastes (based on information provided by the City), significant views, significant vegetation and trees, streets, and opportunities for local street and paths. The opportunities and constraints analysis must include the photographs of relevant existing site conditions from task 2.1.

Baseline transportation information about streets, trails and pathways in the area will be collected from the recent transportation system plan data, and field reviews. This background information will include the general street or trail layout, street functional class, existing speed limits and traffic volumes, where available. Traffic conditions will be reviewed along Murdock Road between Oregon Street and Sunset Drive based on available traffic counts and field observations during weekday commute hours.

Contractor shall prepare for and conduct an Issues Workshop with stakeholders (including neighbors). The purpose of the workshop is to share the opportunities and constraints analysis, identify issues of concern for stakeholders, and provide an opportunity to participate early in the design process. The meeting will be arranged by City staff in consultation with the Contractor. In preparation for the workshop the contractor shall assemble 20 copies of handouts for the meeting including the opportunities and constraints memorandum and the baseline traffic review. In preparation for the workshop the Contractor shall prepare presentation graphics including base map, opportunities and constraints maps and photographs of existing site conditions. The outcome of the workshop will be refinements to the opportunities and constraints analysis and a list of significant issues to be considered during the preparation of the draft conceptual plans.

DELIVERABLES	Cost	Completion
a. Opportunities and constraints memorandum and maps	\$4,886	Month 2
b. Baseline transportation conditions review memorandum	\$1,820	Month 2
c. Preparation for public workshop #1 including handouts and presentation graphics	\$1,666	Month 2
d. Public workshop #1 – “Issues”	\$1,743	Month 2

2.3 Prepare Conceptual Plan Alternatives and Conduct Alternatives Workshop

Contractor shall prepare a minimum of three conceptual development plan alternatives illustrating a network of local streets, generalized land uses, lot arrangements, setbacks and building orientations. The conceptual plans will respond to the opportunities and constraints previously identified by the Contractor and the issues identified at the issues workshop. The alternative plans will likely vary with regard to the overall land use program, the amount, configuration, and scale of housing development, and the design of and connections to Murdock Road. Contractor shall prepare a detail plan of the Murdock Road interface for each alternative illustrating local street connections, access management, setbacks, building orientation, and parking. Contractor shall prepare two or more street sections for “green” streets that could be used in any of the alternative plans.

The traffic impacts of proposed alternative land use and street plans will be reviewed in the context of their potential for complying with adopted performance, safety and access management standards. Traffic added by proposed higher density land use designations will be evaluated to determine the net new vehicle trips added to local streets, and a preliminary assessment will be made to highlight locations where traffic safety or operations standards may not be met. Any potential outstanding issues will be annotated on the plan alternatives.

Contractor shall prepare for and conduct a public workshop with the stakeholders to present and discuss the conceptual plan alternatives. The purpose of the workshop will be to identify changes to the proposed alternatives, and to select a preferred alternative or hybrid. Specific design features to be addressed include: land use options, the arrangement of the land uses on the property, and the design of Murdock Road and internal streets. The meeting will be arranged by City staff in consultation with the Contractor. In preparation for the workshop the contractor shall assemble 20 copies of handouts for the meeting including the summaries of the three alternative conceptual plans. In preparation for the workshop the Contractor shall prepare presentation graphics including the conceptual development plans, Murdock Road details, and “green” street sections.

DELIVERABLES	Cost	Completion
a. Three alternative conceptual development plans	\$7,648	Month 4
b. Detail plan of Murdock Road for each alternative	\$1,044	Month 4
c. Two or more street sections of “green” streets	\$1,044	Month 4
d. Transportation evaluation of proposed alternatives	\$3,380	Month 4
e. Preparation for public workshop #2 including handouts and presentation graphics	\$1,983	Month 4
f. Public workshop #2 – “Alternatives”	\$2,185	Month 4

2.4 Prepare Draft Preferred Plan and Conduct Preferred Plan Workshop

Following the alternatives workshop, Contractor shall refine the alternative(s) into a draft preferred plan based upon comments received at the workshop. Contractor shall prepare plans and drawings of the draft preferred plan. This may consist of plans and drawings from one or more alternatives revised to reflect comments, or new plans and drawings representing a hybrid of the initial alternatives. Contractor shall prepare a perspective, axonometric, and/or elevation drawing of key sites and transportation improvements to convey the essence of the preferred plan to the City, property owners, and the general public. Contractor shall present the draft preferred plan at the second public meeting, also to be arranged by City staff.

Contractor shall prepare for and conduct a public workshop with the stakeholders to present and discuss the draft preferred plan. The purpose of the workshop will be to identify any unresolved issues or changes to the proposed alternatives. The meeting will be arranged by City staff in consultation with the Contractor. In preparation for the workshop the contractor shall assemble 20 copies of handouts for the meeting including a summary of the draft preferred plan. In preparation for the workshop the Contractor shall prepare presentation graphics including the draft preferred plan, and the perspective, axonometric, and/or elevation drawing.

DELIVERABLES	Cost	Completion
a. Draft preferred plan including conceptual plan, transportation plan and Murdock Road plan.	\$4,333	Month 5
b. Perspective, axonometric, and/or elevation drawing for the draft preferred plan.	\$2,883	Month 5
c. Preparation for public workshop #3 including handouts and presentation graphics	\$2,056	Month 5
d. Public workshop #3 – “Preferred Plan”	\$1,385	Month 5

2.5 Prepare Final Conceptual Plan and Report

Contractor shall revise the draft preferred plan to prepare a final plan based upon input and comments received at the preferred plan workshop.

Contractor shall complete and assemble all of the analysis and graphics from the above tasks into a draft report. The draft report must be circulated to the City and TGM staff for review and comment. The City will be responsible for making the draft report available to stakeholders, compiling comments, and working with TGM staff to determine what revisions are needed, if any, in response to stakeholder comments. Contractor shall make revisions to the draft report to

incorporate and address comments raised by reviewers. A final report will then be completed and delivered to the City and TGM project manager.

DELIVERABLES	Cost	Completion
a. Draft Report, approximately 20 pages or less (one copy to Project Manager for preliminary review; 20 copies after approval);	\$4,608	Month 5
b. Final Report (one copy to Project Manager for preliminary review; 20 copies after approval)	\$2,639	Month 5

3 GENERAL NOTES ON DELIVERABLES

3.1 Graphics

- a. Presentation graphics for meetings or workshops are to be delivered as hard copies of each plan/section, approximately 30-inch by 40-inch (not required to be mounted and laminated).
- b. Graphics from the final report are to be delivered to City and TGM program (2 copies total) approximately 30-inch by 40-inch, mounted and laminated.
- c. All graphics shall be delivered to City and TGM program (2 copies total) as camera-ready originals of each plan/section scaled to fit on 8½” by 11” paper.
- d. All graphics shall be delivered as computer files (via email or CD) in the native format (i.e. AutoCAD, ArcGIS, JPEG, PowerPoint, etc.) and as Adobe Acrobat (.pdf).

3.2 Text memorandums and reports

- a. All memorandums and reports are to be formatted for 8½-inch by 11-inch paper.
- b. All memorandums and reports are to be delivered to City and TGM program as computer files (via email or CD) in the native format (i.e. Word, Publisher, WordPerfect, PageMaker, etc.) and as Adobe Acrobat (.pdf).
- c. Hard copies of all memorandums are to be delivered as 10 bound hard copies and 1 unbound copy unless specified otherwise in this statement of work.
- d. Hard copies of the draft and final reports are to be delivered as 20 bound hard copies and 1 unbound copy unless specified otherwise in this statement of work.

3.3 Meetings

City will provide support for all meetings including published and mailed notice as appropriate, meeting space, and summary notes from the discussion.

4 COST TOTAL

This Quick Response Project work order contract shall not exceed \$49,897 This is the total of all of the costs by deliverable listed above.

5 SCHEDULE

All tasks and deliverables will be completed by March 31, 2006. The completion dates listed above will be used to monitor the progress of the Contractor and project.

5.1 Time Performance

Contractor understands that time is of the essence for this project. If Contractor is delayed for any reason, Contractor will, within 2 (two) business of the start of the delay occurrence, give

notice to Agency of the cause of the potential delay. If Contractor falls behind on the delivery schedule above, Contractor shall submit in writing, a plan to get back on schedule- i.e., assign more employees, work overtime, etc. Within three (3) working days after the cause of delay has been remedied, Contractor may give notice to Agency of any requested adjustments to the delivery schedule. Any adjustments to the delivery schedule must be approved in writing (email acceptable) by the Agency's Contract Administrator, but must be within the term of the WOC.

6 KEY PERSONNEL

Contractor acknowledges and agrees that Agency selected Contractor, and is entering to this WOC, because of the special qualifications of Contractor's key people. In particular, Agency through this WOC is engaging the expertise, experience, judgment, and personal attention of Joe Dills, ("Key Personnel"). Contractor's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this WOC to another (other) Contractor employee(s) without first obtaining the written consent of Agency. Further, Contractor shall not re-assign or transfer the Key Personnel to other duties or positions such that the Key Personnel is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attentions, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the even Contractor requests that Agency approve a re-assignment or transfer of the Key Personnel, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Personnel. Any approved substitute or replacement for Key Personnel shall be deemed Key Personnel under this WOC.

7 PROJECT COOPERATION

This statement of work describes the responsibilities of all entities involved in this cooperative project. In this contract the Contractor shall only be responsible for those responsibilities and deliverables identified as being assigned to the Contractor in this contract and the statement of work. All work assigned to other entities is not subject to this contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the same statement of work found in this contract. References to work to be performed or responsibilities of any other entities in this statement of work other than references to the Contractor are merely for informational purposes and are in no way binding. Neither are these other entities parties to this contract. Any tasks or deliverables assigned to a sub-contractor shall be construed as being the responsibility of the Contractor.

Any Contractor tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

- A. At the first indication of non-cooperation, the Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the statement of work.
- B. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.
- C. If Contractor has followed the notification process described in item 1, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the statement of

work, the Contractor will not be found in breach or default of contract; nor shall the Contractor be assessed or liable for any damages. Neither shall Agency be responsible or liable for any damages to Contractor as the result of such non-cooperation by other entities. The Agency Contract Administrator will negotiate with Contractor in the best interest of the State, and may revise the delivery schedule to allow for delinquencies beyond the control of the Contractor. Revised delivery date beyond the expiration date requires an amendment to this WOC.

8 PROJECT MANAGEMENT

8.1 TGM Quick Response Project Manager

Matt Crall
ODOT/DLCD TGM Program
635 Capitol Street NE, Suite 150
SALEM OR 97301

Phone (503) 373-0050 x272
Fax (503) 378-5518
matthew.crall@state.or.us

8.2 Contractor

Joe Dills
Otak, Inc.
17355 SW Boones Ferry Road
LAKE OSWEGO OR 97035

Phone (503) 635-3618
Fax (503) 635-5395
joe.dills@otak.com

8.3 City

Kevin Cronin
City of Sherwood.
20 NW Washington Street
SHERWOOD OR 97140

Phone (503) 625-4242
Fax (503) 625-5524
cronink@ci.sherwood.or.us

G:\SHARED\Community Development Division\Planning Dept\VLDR Zone\2005-0XX Authorization SE Sherwood
Master Plan 09_06_05.doc

“Exhibit B”

SEE ATTACHED MAP.



Southeast Sherwood Study Area



Legend	
[Light Green Box]	Very Low Density Residential (VLDR)
[Light Yellow Box]	Low Density Residential (LDR)
[Light Orange Box]	Medium Density Residential Low (MDRL)
[Orange Box]	Medium Density Residential High (MDRH)
[Dark Orange Box]	High Density Residential (HDR)
[Pink Box]	Neighborhood Commercial
[Light Pink Box]	Office Commercial
[Red Box]	Retail Commercial
[Dark Red Box]	General Commercial
[Blue Box]	Institutional and Public (IP)
[Light Purple Box]	Light Industrial
[Dark Purple Box]	General Industrial
[Cross-hatched Box]	Planned Unit Development
[Light Blue Box]	Future Urban Growth Area
[Grey Box]	Unannexed Areas
[Dark Blue Box]	Urban Growth Boundary
[Blue Box with Dashed Border]	Old Town Overlay

Date: August 22, 2005
 City of Sherwood GIS Program
 Source: 2004 Metro RLIS Lite Data and City of Sherwood Shapefiles
 File Path: G:\SHARED\Community Development Division\Planning Dept\Planning Maps\SE Sherwood Study Area Map