



Home of the Tualatin River National Wildlife Refuge

## RESOLUTION 2020-057

### AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH OTAK TO UPDATE THE SHERWOOD ZONING AND COMMUNITY DEVELOPMENT CODE TO IMPLEMENT HOUSE BILL 2001

**WHEREAS**, the Oregon legislature passed, and the Governor signed into law, HB 2001 and HB 2003 (2019)--legislation aimed at increasing the production of needed housing in the state; and

**WHEREAS**, all cities in the Metro area are required to implement House Bill 2001 by June 30, 2022; and

**WHEREAS**, the City applied for grant funding to help implement HB 2001 through the Planning Assistance Grant from the Department of Land Conservation and Development; and

**WHEREAS**, the City was awarded a \$100,000 Planning Assistance Grant to implement HB 2001; and

**WHEREAS**, the City issued a Request for 'Letters of Interest' from Sherwood's on-call planning consultant firms, asking interested firms to submit their qualifications and proposed scope of work.; and

**WHEREAS**, the Community Development Staff reviewed the five submitted proposals and unanimously recommended Otak as the most qualified consultant for the project; and

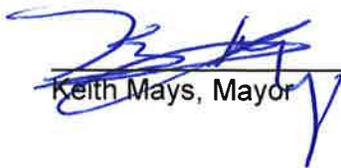
**WHEREAS**, Otak, and Community Development staff worked collaboratively to prepare and refine a scope of work, schedule, and budget that provides a process and product that reflects the City's needs, all of which are included in the contract attached hereto as Exhibit A.

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

**Section 1.** The Sherwood City Council hereby authorizes the City Manager to execute a contract with Otak in a form substantially similar to Exhibit A, attached hereto.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 1<sup>st</sup> day of September, 2020.**

  
Keith Mays, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder



[Insert Division]  
 [Insert Department]  
 22560 SW Pine St.  
 Sherwood, OR 97140  
 503-925-2308

**CONTRACT FOR PROFESSIONAL SERVICES**

**PROJECT NAME:** Sherwood HB 2001 Code Update

**CONTRACT PARTIES:** City of Sherwood and Otak  
 [hereafter called City] [hereafter called Consultant]

**C.O.S. PROJECT MANAGER:** Erika Palmer, Planning Manager

**ACCOUNT #:** [ ] **FUND #:** [ ] **DEPT:** [ ] **JOB #:** [ ]  
**VENDOR #:** [ ] **URA RES:** [ ] **PHASE:** [ ]

**SCOPE of WORK:** Attached as Exhibit A  **FEE SCHEDULE:** Attached as Exhibit B

**SCHEDULE of WORK:** effective date: September 1, 2020 expiration date: June 30, 2020

**PAYMENT:** City agrees to pay Consultant based on the Fee Schedule an amount not to exceed **\$100,000** for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount,  are  are not required for this Contract.

**CONSULTANT DATA, REGISTRATION, and SIGNATURE**

**CONSULTANT FIRM:** Otak **LIC #:** [ ]  
 808 SW Third Avenue,  
**ADDRESS:** Suite 800  
 Portland, OR 97204

**VOICE:** Phone (503) 287-6825 **FAX:** Fax (503) 415-2304

**CONTACT:** Li Aligood **TITLE:** Senior Planner / Project Manager

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

**CONSULTANT:** \_\_\_\_\_ signature \_\_\_\_\_ date

**CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)**

**PROJECT MANAGER:** \_\_\_\_\_ signature \_\_\_\_\_ date

**DEPARTMENT DIRECTOR:** \_\_\_\_\_ signature \_\_\_\_\_ date

**FINANCE DIRECTOR:** \_\_\_\_\_ signature \_\_\_\_\_ date

**CITY MANAGER:** \_\_\_\_\_ signature \_\_\_\_\_ date

**CITY ATTORNEY**  
**Approved as to Form:** \_\_\_\_\_ signature \_\_\_\_\_ date



signature

date

## STANDARD CONTRACT PROVISIONS

*(These provisions not to be altered without approval of the City Attorney.)*

**1. Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

**2. Audits**

(a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

**3. Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

**4. Payments**

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

**5. Early Termination of Contract**

(a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.

(b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.

(c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

(1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;

(2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;

(3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.

(4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.

(d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

(e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

**6. Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

**7. Remedies**

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

**8. Subcontracts and Assignment**

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

**9. Compliance with Applicable Law**

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

**10. Indemnity - Standard of Care**

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract. Consultant's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

**11. Insurance**

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state

employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

**12. Ownership of Work Product**

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

**13. Nondiscrimination**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**15. Severability**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**18. Governing Law; Forum**

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

**19. Amendments**

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

20. **License**  
Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.
21. **Payment to Vendors and Sub-consultants**  
Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.
22. **Exhibits**  
Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.
- List of Exhibits**  
Exhibit A – Scope of Work  
Exhibit B – Fee Schedule
23. **Merger Clause**  
This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.
24. **Mediation**
- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
  - (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
25. **Information Technology**  
If Consultant access to City's information technology systems is necessary for the performance of this Contract:
- (a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
  - (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
  - (c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
  - (d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.
26. **Notice**  
Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.
27. **Miscellaneous Terms**

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
  - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
  - i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  - ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
  - iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**[SIGNATURES ON COVER PAGE TO CONTRACT]**

## **Scope of Work – Exhibit A**

### **Task 1: Project Kickoff, Planning and Management**

The Otak team will work closely with City staff to understand the context for this work and identify City goals and expectations for specific outcomes, as well as to develop key messages for the project. At the start of the project, Li will schedule a kick-off meeting (via virtual platform) with our team and City staff to establish a mutual understanding of project scope, timeline, key milestones and communication protocols. Li will also prepare a detailed project schedule to help track progress and ensure timeliness of deliverables and reviews throughout.

This task includes project management elements including team coordination, regular communication with City staff, invoicing, and documentation to ensure the project remains on schedule and meets budget expectations.

#### **Task 1 Deliverables**

- ✓ Summary of major tasks and action items
- ✓ Detailed project schedule
- ✓ Key messages for the project

### **Task 2: Review of Existing Conditions (Code Audit) and Initial Outreach**

Serah and Li will review existing documents provided by the City, including the Housing Needs Analysis, Comprehensive Plan, Title 16, Municipal Code (Sherwood Zoning and Community Development Code), and any other relevant materials. Using this information, Serah will prepare a brief memo that summarizes the findings, evaluates the City's current level of compliance with HB 2001, and recommends approaches to resolving areas that do not meet HB 2001 requirements.

In coordination with City staff, the Otak team will determine the appropriate stakeholders to interview and/or conduct focus groups with. In addition to the stakeholder groups identified in the Letter of Intent, it may be useful to convene a focus group of middle housing developers to discuss the unique opportunities and challenges middle housing presents, including regulatory pathways.

The Otak team will conduct the interviews and/or focus groups and will share the findings of the code audit with them. These discussions will also provide valuable information about the community's desires and concerns related to middle housing.

#### **Task 2 Deliverables**

- ✓ Draft and Final Memorandum: Code Audit

*Assumes one round of City review and comment on the draft memo before it is finalized.*

- ✓ List of stakeholder interviewees and summary of stakeholder interview/focus group comments and themes

### **Task 3: Initial Draft Code and Design Standards**

In addition to the Code Audit and stakeholder interviews/focus groups occurring in Task 2, the draft development and design standards will be informed by the results of a community survey. Ben and Li will work with City staff to identify images for an online survey or visual preference survey and will provide a summary of the survey results and recommended implementation.

Li and Serah will work closely with City staff to evaluate the Code Audit and stakeholder responses and will prepare recommendations and draft initial development and design code language that will address the form and scale of middle housing types. The Otak team will also provide an evaluation of the consistency of the draft code language with the Community Vision and the results of the housing survey. Serah and Li, with support from Otak's architecture group, will lead creation of new design standards for small lots and multifamily projects. These design standards will focus on providing the appropriate mass and scale for new housing types being introduced to existing neighborhoods and include façade articulation elements for visual interest and compatibility. The draft code will also include a clear and objective path to approval, which Robin will assist with drafting and review for ease of implementation.

Ben will lead the Otak design team in preparing code graphics and design type prototypes to illustrate the design and development standards. These graphics can be included in the code to clarify the City's intent for the standards and can support the public workshop/open house.

Li will work closely with City staff to arrange a public workshop/open house. Due to the current COVID-19 precautions, it is assumed that this workshop/open house will be conducted virtually. The Otak team will prepare an online platform using a GIS story map, graphics, documents, and other information as needed to tell the story of the proposed code. A summary of public input will be prepared for the City.

### **Task 3 Deliverables**

- ✓ Images for online survey/visual preference survey
- ✓ Summary of results from online survey/visual preference survey
- ✓ Draft development and design standards for middle housing

*Assumes one round of City review and comment on the draft before it is finalized.*

- ✓ Draft objective review and approval standards

*Assumes one round of City review and comment on the draft before it is finalized.*

- ✓ Design standard graphics

*Assumes one round of City review and comment on the draft graphics before they are finalized.*

✓ Presentation materials for the public workshop/open house Web-based workshop for community review of the proposal and a method to submit comments and question

- ✓ Summary of comments from public workshop/open house

### **Task 4: Final Draft Development Code Recommendations and Design Standards**

Serah and Li will incorporate input from the public workshop/open house and City staff review into a hearings-ready code amendment package. This package will include development standards for middle housing on small lots; design standards to address the form and scale of these housing types; graphics to illustrate the standards (optional but recommended); and clear and objective review procedures.

The code and standards will be reviewed against HB 2001 and the City's documents to confirm consistency between the community's vision and the draft regulations.

### **Task 4 Deliverables**

- ✓ Adoption-ready code package

### **Project Schedule and Budget**

We are prepared to begin work immediately upon receiving a Notice-to-Proceed and signed Professional Service Agreement. We understand that these amendments must be adopted by June 20, 2022. The project schedule and budget in Exhibit B are based on that timeline and the scope of work, and assuming a September 1 notice to proceed.

Our estimated fee is slightly below the City's maximum budget, which allows for additional graphics or consultant support during the adoption process, such as attendance at public hearings, as needed.

### **Otak Key Staff**

**Li Alligood, AICP, LEED ND AP, Senior Planner/Project Manager as Project Manager.** Li will serve as the day-to-day project manager and Otak contact person. Li has more than 12 years' experience in public and private sector planning, managing projects of various sizes and levels of complexity. Li's experience includes code development and adoption and public-sector development review with the City of Milwaukie, as well as private-sector due diligence and development risk assessment. Li's work with the development community in jurisdictions around the state provides insight into how development and design standards can either support or contravene the types of development envisioned by the community. She will apply that perspective to the draft code to ensure that the proposed standards do not inadvertently discourage the types of middle housing the City is trying to accommodate.

**Serah Breakstone, AICP, Senior Planner/Project Manager as Lead Code Analyst.** Serah will serve as lead code analyst. Serah has over 14 years of experience helping cities across Oregon evaluate and update their zoning codes to achieve desired outcomes. She has worked in a number of jurisdictions in the Portland Metro area and beyond, and brings a toolbox of best practices to all her code development work. Many of those code update projects involved identifying needed code graphics and working with designers to create illustrative representations of clear and objective standards, particularly for housing. Serah is very familiar with the middle housing regulatory framework in Oregon and recently worked with the Department of Land Conservation and Development on implementing rule language for House Bill 2001.

**Ben Bortolazzo, Int'l. AIA Assoc., Director of Planning & Design as Urban Design Lead.** Ben will lead the urban design efforts and identification and development of the middle housing form and scale that complements existing neighborhoods and implements the community's vision. Ben is trained as an architect and urban designer and has designed many middle housing types in his career. Ben has experience in bridging the gap between code language and its concrete application through his involvement in private and public development at different scales. Ben is also a member of the Portland Planning and Sustainability Commission which recently drafted the Residential Infill Project, a project that has informed missing middle housing legislation at the State level.

**Robin Scholetzky, AICP, LEED ND AP, Land Use Planner as Implementation Reviewer.** Robin will apply her extensive experience as an on-call planner for several small jurisdictions to evaluate the draft code and identify potential challenges to staff implementation. The City of Sherwood has a small Planning department and an overly complex review process could be onerous for applicants and reviewers alike. Robin has provided on-call development review services for the City of Tillamook, the City of Astoria, and communities in Washington County. Her role will be to provide suggestions and recommendations for how to strike the appropriate balance between regulations and implementation for the City of Sherwood.

**Fee Schedule Exhibit B**

<b>Task</b>	<b>Start</b>	<b>Complete</b>	<b>Fee</b>
1: Project Kickoff, Planning & Management	Sept. 2020	June 2020	\$7,000
2a: Code Audit	Sept. 2020	Nov. 2020	\$8,000
<i>City Review</i>	<i>Nov. 2020</i>	<i>Dec. 2020</i>	-
2b: Stakeholder Interviews/Workshops	Jan. 2021	Feb. 2021	\$4,500
3a: Initial Draft Code and Design Standards	Feb. 2021	Apr. 2021	\$60,000
<i>City Review</i>	<i>Apr. 2021</i>	<i>May 2021</i>	-
3b: Public Workshop/Open House	June 2021	June 2021	\$7,000
4: Final Draft Code and Design Standards	May 2021	June 2021	\$12,000
<i>City Review</i>	<i>July 2021</i>	<i>Sept. 2021</i>	-
<i>City Adoption Process</i>	<i>Oct. 2021</i>	<i>June 2022</i>	-
<b>Total Otak Timeline</b>	<b>Sept. 2020</b>	<b>June 2021</b>	<b>\$98,500</b>