



# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, March 19, 2024**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon**

**6:30 pm City Council Work Session**

**7:00 pm City Council Regular Meeting**

This meeting will be live streamed at  
<https://www.youtube.com/user/CityofSherwood>



*Home of the Tualatin River National Wildlife Refuge*

## **6:30 PM WORK SESSION**

1. **Draft Food Cart Code**  
(Eric Rutledge, Community Development Director)

## **7:00 PM REGULAR SESSION**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
  - A. **Approval of March 5, 2024 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
  - B. **Resolution 2024-014, Appointing Deborah Diers to the Charter Review Committee**  
(Adrienne Doman Calkins, Library Manager)
  - C. **Resolution 2024-015, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Washington County for Transportation Planning in the Sherwood West Urban Growth Boundary Expansion Area** (Eric Rutledge, Community Development Director)
  - D. **Resolution 2024-016, authorizing submittal of an Oregon Safe Routes to School Competitive Grant for crossing enhancements on SW Sunset Blvd at SW Timbrel Lane**  
(Joy Chang, Interim Planning Manager)
  - E. **Resolution 2024-017, Ratifying the Collective Bargaining Agreement with AFSCME**  
(Ryan Adams, City Attorney)
  - F. **Resolution 2024-019, Adopting City Council Pillars, Goals, and Deliverables for Fiscal Year 2024-2025** (Craig Sheldon, City Manager Pro Tem)
6. **CITIZEN COMMENTS**
7. **PRESENTATIONS**
  - A. **Proclamation Proclaiming April 1-5, 2024 As National Community Development Week**  
(Kim Young, Council President)
8. **NEW BUSINESS**
  - A. **Resolution 2024-018, Authorizing the City Manager Pro Tem to Execute a Construction Contract with the Apparent Low Bid Contractor for the Cedar Creek Greenway Fence & Landscaping Restoration Project** (Jason Waters, City Engineer)

## **AGENDA**

### **SHERWOOD CITY COUNCIL March 19, 2024**

**6:30 pm City Council Work Session**

**7:00 pm City Council Regular Session**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, OR 97140**

**This meeting will be live streamed at  
<https://www.youtube.com/user/CityofSherwood>**

## 9. CITY MANAGER REPORT

## 10. COUNCIL ANNOUNCEMENTS

## 11. ADJOURN

**How to Provide Citizen Comments and Public Hearing Testimony:** Citizen comments and public hearing testimony may be provided in person, in writing, or by telephone. Written comments must be submitted at least 24 hours in advance of the scheduled meeting start time by e-mail to [Cityrecorder@Sherwoodoregon.gov](mailto:Cityrecorder@Sherwoodoregon.gov) and must clearly state either (1) that it is intended as a general Citizen Comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended. To provide comment by phone during the live meeting, please e-mail or call the City Recorder at [Cityrecorder@Sherwoodoregon.gov](mailto:Cityrecorder@Sherwoodoregon.gov) or 503-625-4246 at least 24 hours in advance of the meeting start time in order to receive the phone dial-in instructions. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

**How to Find out What's on the Council Schedule:** City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

**To Schedule a Presentation to the Council:** If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or [Cityrecorder@Sherwoodoregon.gov](mailto:Cityrecorder@Sherwoodoregon.gov)

**ADA Accommodations:** If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or [Cityrecorder@Sherwoodoregon.gov](mailto:Cityrecorder@Sherwoodoregon.gov) at least 48 hours in advance of the scheduled meeting time. Assisted Listening Devices available on site.



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**March 5, 2024**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:02 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Dan Standke, Doug Scott, Taylor Giles, and Renee Brouse.
3. **STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, Economic Development Manager Bruce Coleman, IT Director Brad Crawford, Senior Planner Joy Chang, Finance Director David Bodway, Police Chief Ty Hanlon, Utility Manager Rich Sattler, Land Use Legal Counsel Carrie Richter, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

**4. TOPICS:**

**A. Sherwood West Update**

Community Development Director Eric Rutledge presented the “Sherwood West Work Session” PowerPoint presentation (see record, Exhibit A). He outlined that this was the last work session for Council to discuss the topic before considering the resolution to submit a UGB expansion request to Metro. He reported that staff had attended the Washington County Board of Commissioners work session on February 27<sup>th</sup> and staff had provided them an update on Sherwood West and the Sherwood West Refinement Study. He commented that staff had received positive feedback on the proposal. He reported that a resolution authorizing an IGA with Washington County would be presented to Council at the March 19<sup>th</sup> City Council meeting and the Washington County Board of Commissioners would pass their IGA and Letter of Support at their April 2<sup>nd</sup> meeting. He reported that April 5<sup>th</sup> was the deadline to submit a UGB expansion request to Metro. Director Rutledge provided an overview of SB 1537 and explained that Section 38 of the bill would take away the city’s ability to deny housing variances and reported that SB 1537 was passed on March 4<sup>th</sup>. He outlined that SB 1537 would require cities to approve most housing variances and limited a city’s ability to modify or deny variance requests. He stated that the bill required cities to approve adjustments for a wide variety of developments and design standards for new housing applications that exceeded 17 units per net acre and would apply within current city limits and Sherwood West. He provided an overview of the impact SB 1537 would have on housing zones and reported that Multi-Family Zoning would see the highest impact as it would be easy to achieve 17 units per acre. He explained that Middle Housing Zoning was unlikely to be impacted as it was a custom zone and was separate from Single-Family Zoning. He explained that Medium/High Density Zoning was more likely to be impacted because this zoning was located within Single-Family Zoning and allowed duplexes, which created greater density. He reported that Cottage Cluster Zoning was at risk because the estimated density range was 12.8-16 units per acre, which would allow developers to easily get



up to 17 units per acre. Council and staff discussed the ways in which developers could achieve 17 units per acre and Councilor Giles asked if the density range for Cottage Clusters could be adjusted so it was not at risk. Mr. Rutledge replied that doing so would be difficult as staff was too far into the process to make that type of change. He commented that Council could be creative during the comprehensive planning process to help mitigate the risk to Cottage Cluster Zones. Councilor Mays asked if SB 1537 had stipulations around a city's ability to utilize annexation agreements, the pace of annexations, or the authority to master plan areas. Director Rutledge replied that the city would still be the authority controlling annexations and would retain the ability to utilize master planning. He commented that it remained to be seen if those abilities would supersede SB 1537, but it seemed unlikely. Councilor Mays commented that if Metro placed unfavorable conditions on the UGB expansion request, the city could decide to wait to proceed with an annexation. Mayor Rosener referred to SB 1573 and spoke on annexation agreements and the need to be responsive and discussion occurred. Mr. Rutledge stated that work on the annexation agreement was ongoing and explained that it was designed to give Council a lot of discretion once it was adopted. He asked for Land Use Legal Counsel Carrie Richter's opinion on approving annexations and SB 1573. Ms. Richter replied that SB 1573 did away with voter approval, but it did not require a clear and objective evaluation of annexations and the city retained all discretion to determine whether the annexation criteria had been satisfied. She stated that the draft code required a development agreement and allowed the city the ability to deny the application because it was not in the best interest of the city; or the development agreement terms could not be reached once the application had been through the process. Mayor Rosener asked what the difference between a development agreement and an annexation agreement was. Ms. Richter replied that "one usually happens as a contingency of annexation and the other one usually happens as a contingency of development" but the substance was essentially the same. Director Rutledge addressed Medium/High Density Zoning and explained that this zoning was at risk of being impacted by SB 1537 because it allowed for middle housing, pursuant to HB 2001. Discussion regarding duplexes, master planning, and the option for Council to delineate which lots would be duplex lots occurred. Councilor Mays commented that elements of a master plan could be included in an annexation agreement between a private party landowner and the city. Mayor Rosener commented that the city could use an annexation agreement to commit a developer to not do certain things and asked for Ms. Richter's opinion on master planning to the lot-level. Ms. Richter replied that the rule for master planning stated that the lot owner was entitled to put a duplex on the lot if they chose to. She recapped that Council was asking if the city had the ability to contract away an applicant's development rights that they would otherwise have under state law and stated that the answer was unclear because it had never been tested in the context of the new housing laws. Councilor Giles stated he agreed with Councilor Mays' comments regarding incorporating design standards into annexation agreements to circumvent developers utilizing unfavorable materials for new housing. Director Rutledge stated that the easiest path towards achieving favorable results was to complete a Master Planned Community, and within that master plan, require two different types of middle housing other than duplexes. Councilor Scott stated that he wanted to plan for duplexes as a part of the master plan by working with the development community through the process. He commented that by working with the development community to incorporate duplexes into the master plan from the beginning, it was less likely that developers would add more duplexes because they had already been planned for. Mayor Rosener replied that he agreed and commented that most developers would be good actors and would agree to certain standards if they wanted to bring land into the city. Councilor Brouse commented that she liked the idea of partnering with the development community on how to move forward. Council President Young commented that she believed that developers were most likely going to build what they could sell, which was mostly single-family residential. Director Rutledge addressed SB 1537, master planning, and annexation agreements. He explained that currently, there was no language in the bill that modified requirements for Master Planned Communities and voluntary agreements by property owners could provide some opportunity. He reported that a recent LUBA case ruled in favor of applying state law when contrary Condition of Approval was applied to annexation approval. He stated that the UGB Expansion application was due by April 5<sup>th</sup> and noted that the application could be modified up to April 30<sup>th</sup>. He reported

that in May, city staff would present the application to Metro Council, MPAC, MTAC, CORE, and UGR Roundtable. MPAC would make a recommendation to Metro's COO (Chief Operating Officer) in June/July, and in late summer the Metro COO would make a recommendation to Metro Council. He stated that the city could pull their application anytime prior to a decision by Metro Council. Councilor Mays asked what the city's options were if Metro placed conditions of approval that the city did not like. Director Rutledge replied that the city would know the conditions of approval prior to the application being approved and could decide to pull their application. Mayor Rosener stated that he wanted to be clear when submitting the application that the city did not expect many conditions and that the city planned to utilize the master planning process to adhere to the city's target goals. Mr. Rutledge reported that Metro staff had told him that if the Urban Growth Report showed the need for land, then Metro had the responsibility to act. Discussion occurred and Councilor Giles asked if that were to happen, would the city still be able to master plan the area even if they had decided to withdraw their application. Mr. Rutledge replied that he believed that all local control would remain. Councilor Giles asked since this was the only UGB Expansion application submitted to Metro, and because the city had already completed so much work in preparation to apply, did it qualify the city for any infrastructure money. Mayor Rosener replied that the city would not receive infrastructure money from Metro, but the city could potentially receive transportation money. He stated that that was more a question for Salem and commented that there were county opportunity funds the city could pursue. Councilor Scott referred to potential conditions placed on the expansion request and asked if there would be an opportunity to negotiate. Mr. Rutledge replied that he assumed that there would be a negotiation opportunity. Land Use Legal Counsel Richter reported that as it was currently drafted, SB 1537 would automatically sunset in 2034 and commented that she believed it was possible that SB 1537 could go away before development occurred, but it was also possible that the legislature could extend it.

*Record note: Prior to the meeting, Community Development Director Eric Rutledge emailed Council an outline of the topics to be discussed at the work session (see record, Exhibit B).*

## **B. City Council Goals 2024-25**

City Manager Pro Tem Craig Sheldon presented the "2024-2025 City Council Goals" PowerPoint presentation (see record, Exhibit C). He explained that he, Assistant City Manager Kristen Switzer, the Senior Leadership team, as well as a consultant from SGR had reviewed the 2024-2025 City Council Goals and had created deliverables for each goal. Council President Young asked if staff was comfortable with the number of deliverables under the goals. Mr. Sheldon replied that since it was a collaborative process, he believed staff was comfortable with the deliverables. Assistant City Manager Switzer clarified that many of the deliverables were items that staff were already working on and reported that timeframe columns had been added to the spreadsheet. She explained that part of the process entailed reviewing the deliverables to ensure that each goal had a "true deliverable" and staff had stepped back for further review where appropriate. She explained that staff had placed a deliverable below each goal. Ms. Switzer addressed the goals and deliverables under **Pillar 1: Economic Development** on page 1 of the presentation. She referred to the deliverable of, "Target Metrics/or Jobs/Housing Balance" and stated staff determined that this deliverable needed further refinement and referred to a previously cited figure of 45%. She stated that staff had added "Identify goals and benchmarks for ratio of commercial/industrial to residential assessed property values" to help determine the appropriate refinement. Mayor Rosener commented that it was less about a target number and more about being able to track movement. Assistant City Manager Switzer addressed the goals and deliverables under **Pillar 2: Infrastructure** on page 2 of the presentation. Mayor Rosener referred to the deliverable of "Pursue State and Federal Grant Opportunities" under the goal of "Build Key Pedestrian Connectors" and asked that staff complete some preliminary engineering to make the projects more grant ready. Ms. Switzer addressed the goals and deliverables under **Pillar 3: Livability & Workability** on page 3 of the presentation. Councilor Mays asked regarding the deliverable of "Replace 12 ADA ramps" and asked

for clarification. City Manager Pro Tem Sheldon explained that once the ADA Transition Plan was complete, and depending on the Street Fund budget, he believed that staff could replace 12 ADA ramps for the year. Councilor Scott asked how many ramps would need to be replaced and Mr. Sheldon replied it was likely in the hundreds and a more definitive number would be available once the ADA Transition Plan was complete. Councilor Mays asked if the deliverable of “Construction of Feeder Trail from Sherwood Blvd to Cedar Creek Trail” was a one- or two-year goal and Mr. Sheldon clarified that staff was currently working on this goal, and completion may be after July 1<sup>st</sup>. Councilor Giles referred to the deliverable of “Continue Investments by Public Art Fund (TLT Funding)” and asked regarding the timeframe. Assistant City Manager Switzer explained that the city was updating the Public Art Master Plan, which would contain action items pertinent to that deliverable and it did not mean that the city would stop investing in public art. She addressed the goals and deliverables of **Pillar 4: Public Safety** and **Pillar 5: Fiscal Responsibility** on pages 4-5 of the presentation. Ms. Switzer addressed the goals and deliverables under **Pillar 6: Citizen Engagement** on page 6 of the presentation. Mayor Rosener referred to the deliverable of “Improve Effective Communication to Modernize City-Wide Interaction” and recommended that staff look beyond website tools to help address the deliverable. Council President Young commented that she liked the new layout of the goals and deliverables. Councilor Giles commented that it was important that all city departments be able to participate in some of the deliverables as well as ensuring that no single staff member or department was overburdened with deliverables and discussion occurred. Mayor Rosener stated that periodically reviewing these goals was important because circumstances could change, and it was important that Council be aware of those changes so they could decide how to move forward. City Manager Pro Tem Sheldon asked if Council approved of receiving updates on this list at their weekly meetings and Council signaled their approval. Council asked that staff also provide quarterly status updates. Councilor Standke asked how staff would understand what the priorities were for the order of project completion. Mr. Sheldon replied that that was likely a departmental discussion. Councilor Scott commented that it was important that department heads understood the prioritization directives given by Council and asked that staff keep Council updated on changes or challenges that may arise when working on the deliverables.

## **5. ADJOURN:**

Mayor Rosener adjourned the work session at 7:04 pm and convened a regular session.

## **REGULAR SESSION**

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:12 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Dan Standke, Doug Scott, Taylor Giles, and Renee Brouse.
- 3. STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Deputy City Attorney Michelle Teed, Community Development Director Eric Rutledge, Economic Development Manager Bruce Coleman, IT Director Brad Crawford, Senior Planner Joy Chang, Finance Director David Bodway, Police Chief Ty Hanlon, Utility Manager Rich Sattler, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

**MOTION: FROM COUNCILOR BROUSE TO APPROVE THE AGENDA. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

## 5. CONSENT AGENDA:

- A. Approval of February 20, 2024 City Council Meeting Minutes
- B. Resolution 2024-010, Authorizing the City Manager to Sign an Amendment to the Broadband Services and Infrastructure Sharing IGA with City of Wilsonville
- C. Resolution 2024-011, Authorizing the City Manager Pro Tem to sign an Intergovernmental Agreement with Washington County for City Public Improvement Projects on County Roads
- D. Resolution 2024-012, Approving an amendment to the City Attorney's Employment Agreement

**MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR GILES. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

## 6. CITIZEN COMMENT:

There were no citizen comments and Mayor Rosener addressed the next agenda item.

The City Recorder read aloud the public hearings statement. The City Recorder noted that prior to the meeting, an email from Emily de Hayr with Gemini Vineyard was sent to Council and would be included in the meeting record (see record).

## 7. PUBLIC HEARING:

- A. Resolution 2024-013, Re-Accepting the Sherwood West Concept Plan to include the North District Refinement Study and Authorizing the City Manager or Designee to Submit an Urban Growth Boundary Expansion Application to Metro

Community Development Director Eric Rutledge presented the "Sherwood West North District Refinement Study and UGB Application" PowerPoint presentation (see record, Exhibit D) and recapped that the relook began in 2021 and Council had adopted the Sherwood West Concept Plan in July 2023. He outlined that following the acceptance of the Sherwood West Concept Plan, staff conducted a refinement study to make the North District and mixed-use employment zone more development ready. He explained that the proposed resolution re-accepted the Sherwood West Concept Plan to include the North District Refinement Study and several other updates. He reported that staff would present the Sherwood West Concept Plan to Metro committees and stakeholders in spring 2024, Metro Council hearings were scheduled for fall 2024, and a Metro Council decision would be made in winter 2024. Mr. Rutledge outlined the updates to the Sherwood West Concept Plan since its July 2023 acceptance as: North District Refinement Study (Appendix R), Infrastructure and Phasing Analysis (Appendix N), Preliminary Infrastructure Funding Strategy (Appendix O), Metro Title 11 Compliance (Appendix P), and Master Planned Communities and Middle Housing Memo (Appendix Q). He reported that a total of 3,117-5,582 housing units could be expected if an application for the full area was submitted. He reported that the employment potential for Sherwood West was roughly 4,500 jobs. He provided an overview of the North District preliminary street layout on page 7 of the presentation. He outlined that manufacturing (technology and advanced manufacturing, machinery, clean technology, etc.) and professional and business services (software and media, clean technology, athletics and outdoors, etc.) were the target industries for the area. Community Development Director Rutledge summarized the recommended strategies to attract targeted industries as: implement strategies for creating and protecting

large sites, complete ESEE (Economic, Social, Environmental, and Energy) analysis to determine value of upland habitat, engage with PGE and NW Natural to address energy needs, and coordinate with Sherwood Broadband and other communication providers for communication needs. He outlined the Sherwood West letters of support the city had received on page 9 of the presentation. He stated that the proposed resolution was to both re-accept the Sherwood West Concept Plan as well as authorizing the city to submit a full UGB expansion application to Metro. He noted that Council could modify Section 2 of the resolution to change the size of the expansion request. Mayor Rosener asked for questions or comments from Council. Council comments were stated that this topic had been discussed at many prior Council work sessions and Mayor Rosener commented that the Sherwood West Concept Plan was for the long-term planning of the city.

Mayor Rosener opened the public hearing to receive comment. Brian Bellairs provided comment and reported that there was a website which advocated that people fight back against expansions of the urban growth boundary. He stated that the Governor had declared a housing emergency and cited the need for more affordable housing. Mr. Bellairs stated that he had been a realtor for 32 years in Washington County and said that he was very proud of his profession. He stated that there was an “anti-growth” mentality, but people needed homes and referred to the housing crisis. He stated that developers would be unable to build the necessary housing unless cities expanded their urban growth boundaries. He stated that in his opinion, the Sherwood West Concept Plan was “brilliantly done” and commented that he liked the Hospitality Zone that was included in the Concept Plan. He commented that he hoped to one day work with the city to develop parts of his property to help generate tourism. He asked that Council help to make home ownership a reality for future generations by submitting the full UGB expansion request to Metro.

Al Jeck with Venture Properties came forward and stated that he supported Council submitting the full UGB expansion request to Metro. He reported that he had worked with the city on the development of Mandel Farms and stated that he felt that the development of Mandel Farms had been an asset to the community. He voiced that there was a housing shortage and referred to SB 1537 and stated that that was why the Sherwood West expansion was so important. He reported that his company had actively been searching for additional development land within Sherwood but had been unable to locate properties suitable for development within the current city limits. He stated that he was excited about the Sherwood West Concept Plan and looked forward to working with the city on the development of Sherwood West.

With no additional comments, Mayor Rosener closed the public hearing and asked for questions or discussion from Council. Council President Young commented that Council had been discussing submitting a UGB expansion request to Metro for several years. She explained that staff and Council had been very careful and deliberate and referred to comprehensive planning, updating the Sherwood West Concept Plan, HB 2001, and updating the city’s design standards. She referred to the risks SB 1537 could pose to Sherwood West and voiced that the city had some good tools in place to help execute the vision of the Sherwood West Concept Plan. She stated that she was in favor of Resolution 2024-013. Councilor Scott stated he was pleased with the process the Sherwood West Concept Plan had undergone and referred to SB 1537 and risk. He commented that he felt that the city had addressed the risks as best as possible, and he was in favor of the proposed resolution. He commented that the development of Sherwood West would take decades to complete, and he was proud of the work Council and staff had done to kickstart that development. Councilor Giles spoke on housing affordability and the community’s desire for the appeal of Sherwood to remain despite expansion. He stated that there was concern that Sherwood’s schools would not have enough students in twenty years to remain open if no new housing was developed. He stated that people were drawn to Sherwood because they valued the schools and the atmosphere of the city and explained that those were the kinds of people the city wanted to attract. He commented that he liked the Hospitality Zone to help generate revenue from tourism and stated he was in favor of the proposed resolution. He voiced that he wanted to implement the Sherwood West Concept Plan at an appropriate and manageable pace while partnering with developers. Councilor Brouse stated she agreed with the other Councilor’s statements and

commented that she agreed with some of the points raised by Gemini Vineyards and Brian Bellairs, and she supported the resolution. She stated that the city and Council had used a balanced growth mindset to develop the Sherwood West Concept Plan and commented that the city would continue to do so moving forward. Councilor Standke referred to feedback Council had received opposing the expansion of the UGB and explained that concerns about the preservation of greenspace were often cited by those who opposed the expansion. He explained that city staff and Council were also concerned about the preservation of greenspace in Sherwood West and commented that there was a consensus about what the development of Sherwood West should look like while preserving the atmosphere of Sherwood. He stated that he believed that the annexation policies and development code that were being created for Sherwood West would help to preserve the appeal of Sherwood. He spoke on housing needs and housing developments on Roy Rogers and stated that such housing developments were not included in the plans for the area. He voiced that a lot of care had been put into the look of Sherwood West and he stated that he was in favor of the resolution. Councilor Mays stated that he supported the resolution and stated that he was happy with the process that the Sherwood West Concept Plan had been through. He explained that by utilizing master planning, phasing, and development agreements he believed that Sherwood West would complement the rest of the city. He spoke on potential conditions Metro may place on the application and stated that if that were the case, he would ask for a special meeting to discuss moving forward. He stated that expanding the UGB was a good plan for housing, and it met all of the goals of housing legislation from the state. He stated he was excited about the employment opportunities that Sherwood West would bring to the city. Mayor Rosener spoke on his time spent living in Sherwood and watching the city develop. He stated that he was pleased with the amount of planning and inclusion of community feedback that the Sherwood West Concept Plan had undergone. He stated he was concerned about the regulatory environment and referred to HB 2001, CFEC (Climate-Friendly and Equitable Communities), and SB 1537. He stated that the city needed to remain vigilant and ensure that the city retained the appropriate tools to thoughtfully manage growth. He thanked city staff, the CAC and TAC, and Council for their work. He stated that he was in favor of the proposed resolution. With no further discussion, Mayor Rosener closed the public hearing and asked for a motion.

**MOTION: FROM COUNCILOR BROUSE TO ADOPT RESOLUTION 2024-013, RE-ACCEPTING THE SHERWOOD WEST CONCEPT PLAN TO INCLUDE THE NORTH DISTRICT REFINEMENT STUDY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SUBMIT AN URBAN GROWTH BOUNDARY EXPANSION APPLICATION TO METRO. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 7:0; ALL MEMBERS VOTED IN FAVOR.**

Mayor Rosener addressed the next agenda item.

## **8. CITY MANAGER REPORT:**

City Manager Pro Tem Craig Sheldon reported that the Senior Center siding project would begin on March 18<sup>th</sup>. He stated that staff had been working on the city's ADA Transition Plan and reported that an accessibility survey would be posted to the city's website on March 6<sup>th</sup>. He reported that railroad work on Cipole Road would begin in mid-April.

City Attorney Adams introduced Deputy City Attorney Michelle Teed. Deputy City Attorney Teed provided background on herself and stated that she had been a lawyer for 25 years, most of which had been spent in public service. She stated she was excited to be working for Sherwood and looked forward to building relationships with city staff and Council. Council welcomed Ms. Teed to the city.

Mayor Rosener addressed the next agenda item.

## 9. COUNCIL ANNOUNCEMENTS:

Councilor Scott reported that he was unable to attend the most recent Parks and Recreation Advisory Board meeting.

Councilor Standke reported that he attended the most recent Planning Commission meeting and announced that there was now a vacancy on the Planning Commission. He encouraged those interested in serving to reach out to Senior Planner Joy Chang for more information. He reported that the Planning Commission approved the final plat subdivision for the Moser Pass property. He reported that the Planning Commission held a public hearing for the Panattoni project where they discussed the possible need to develop skyline view/sight line code.

Councilor Brouse reported that she attended the housing advisory committee meeting.

Councilor Giles reported that he attended the Highway 99W pedestrian bridge groundbreaking ceremony and spoke on the event. He reported that tax assistance was available at the library. He reported that the library was holding their "Six Word Story" contest and provided an overview of computer security classes offered at the library in both English and Spanish. He reported he attended an event at Sherwood High School and reported that the Multicultural Club was holding an event on March 16<sup>th</sup>. He congratulated the Mixolydians A Cappella for advancing to the semifinals.

Council President Young reported that Sherwood School District Superindendant Dr. Lyons had submitted his resignation for the end of June. She spoke on the Sherwood High School AP government program.

Mayor Rosener provided an update on the WCCC's review of projects and spoke on Edy Road projects. He reported on his time serving on Metro's Regional Waste Policy Advisory Committee and stated that the committee recommended bringing back the Rate Review Committee to work with Metro Council. He reported that he and City Manager Pro Tem Sheldon would travel to Washington D.C. to advocate for federal funding for Sherwood projects. He reported he would attend the NLC National League of Cities conference. He reported he attended the Highway 99W pedestrian bridge groundbreaking ceremony and spoke on the event.

## 10. ADJOURN:

Mayor Rosener adjourned the regular session at 8:15 pm and convened an executive session.

### EXECUTIVE SESSION

1. **CALL TO ORDER:** The meeting was called to order at 8:18 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Dan Standke, Doug Scott, Taylor Giles, and Renee Brouse.
3. **STAFF PRESENT:** City Attorney Ryan Adams, Deputy City Attorney Michelle Teed, City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, Finance Director David Bodway, and IT Director Brad Crawford.
4. **TOPICS:**

#### **A. ORS 192.660(2)(f), Exempt Public Records**

**5. ADJOURN:**

The executive session was adjourned at 9:19 pm.

Attest:

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Sylvia Murphy, MMC, City Recorder

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Kim Young, Council President



**TO:** Sherwood City Council

**FROM:** Adrienne Doman Calkins, Library Manager

**Through:** Craig Sheldon, City Manager Pro Tem and Ryan Adams, City Attorney

**SUBJECT: Resolution 2024-014, Appointing Deborah Diers to the Charter Review Committee**

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**Issue:**

Should the City Council appoint Deborah Diers to the Sherwood Charter Review Committee?

**Background:**

The City of Sherwood established a Charter Review Committee by resolution on July 18, 2023. The Sherwood Library Advisory Board nominated an applicant to the Charter Review Committee, Sean Garland, who was later appointed to the CRC by City Council on November 7, 2023. Deborah Diers is also on the Library Advisory Board and applied to the Charter Review Committee as a citizen member.

Sean Garland is no longer available to fully participate on the Charter Review Committee meetings that are being scheduled. Deborah Diers is available and still interested and willing to serve on the Charter Review Committee.

Sean Garland is Chair of the Library Advisory Board. Together with the Library Manager, and with support from the City Attorney, they recommended to Mayor Rosener that Deborah Diers should be appointed to fill Sean Garland's position on the Charter Review Committee as a representative of the Library Advisory Board. The mayor has recommended this appointment to Council. In accordance with Resolution 2023-05 and City Council Rules, all such appointments are subject to the approval of City Council by resolution.

**Financial Impacts:**

There are no financial impacts from this proposed action.

**Recommendation:**

Staff respectfully recommends City Council's adoption of Resolution 2024-014, appointing Deborah Diers to the Sherwood Charter Review Committee.



**RESOLUTION 2024-014**

**APPOINTING DEBORAH DIERS TO THE SHERWOOD CHARTER REVIEW COMMITTEE**

**WHEREAS**, the Council adopted Resolution 2023-059 on July 18, 2023, creating a City Charter Review Committee and setting forth the composition of the committee membership; and

**WHEREAS**, each city board, committee and commission listed on that resolution has recommended a representative to serve on the committee; and

**WHEREAS**, the Library Advisory Board recommended representative, Sean Garland, who was appointed to the Charter Review Committee on November 7, 2023, and is no longer able to participate; and

**WHEREAS**, Deborah Diers is a member of the Library Advisory Board and also applied to the Charter Review Committee as a citizen member with support of the Library Advisory Board, and Deborah Diers is willing and able to participate; and

**WHEREAS**, Resolution 2023-059 and Council Rules requires Council consent or approval for appointments to the above-described positions; and

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

**Section 1.** The Sherwood City Council hereby appoints Deborah Diers to the Sherwood City Charter Review Committee.

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

**Duly passed by the City Council this 19<sup>th</sup> day of March 2024.**

\_\_\_\_\_  
Kim Young, Council President

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

**TO:** Sherwood City Council

**FROM:** Eric Rutledge, Community Development Director

**Through:** Craig Sheldon, City Manager Pro Tem and Ryan Adams, City Attorney

**SUBJECT: Resolution 2024-015, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Washington County for Transportation Planning in the Sherwood West Urban Growth Boundary Expansion Area**

---

**Issue:**

Shall the City Council approve Resolution 2024-015, authorizing the City Manager to enter into an Intergovernmental Agreement with Washington County for transportation planning in the Sherwood West Urban Growth Boundary expansion area?

**Background:**

*City / County UPAA*

The City of Sherwood and Washington County collectively implement an Urban Planning Area Agreement (UPAA) that ensures coordinated and consistent comprehensive plans and identifies requirements for concept planning of urban reserves. UPAA Section III(C)(1) requires an agreement between the City and County regarding expectations for road funding, jurisdictional transfer of roadways, and access management for county roads in an urban reserve planning area. The Intergovernmental Agreement (IGA) (Attachment 1 to the Resolution) addresses these requirements.

*Metro Code*

Metro Code Section 3.07.1110(c)(7) requires an agreement between the city and county / service districts that preliminarily identifies which jurisdiction will be the likely provider of urban services for areas added to the Urban Growth Boundary (UGB). The IGA with Washington County addresses this code requirement for transportation facilities. Other urban services include fire protection, mass transit, parks and recreation, water, and sanitary sewer. Letters of Support from Tualatin Valley Fire & Rescue and TriMet indicating they will be the likely provider of these services in Sherwood West has been provided by each respective agency. A Letter of Support from Clean Water Services for regional sewer services is forthcoming, after a scheduled work session with Washington County on February 27, 2024. The city will be the provider of water, local sanitary sewer, and parks and recreation services.

**IGA with Washington County for Transportation Planning**

The IGA with Washington County provides the City and County mutually agree to the following for Sherwood West:

- City and County will develop a traffic study for the study area prior to adopting a comprehensive plan amendment.
- City and County will agree on a financing strategy for county street improvements consistent with the comprehensive plan.
- City and County will agree on access management standards for county roads and will attempt to close existing access points through the development process where they are out of compliance with current standards.
- City and County will identify roads that will remain under County jurisdiction and those for which the City will assume responsibility upon annexation. Road jurisdiction will be determined through a separate agreement between the City and County.

**Financial Impacts:**

There are no direct financial impacts resulting from the IGA or other Letters of Support.

**Recommendation:**

Staff respectfully recommends adoption of Resolution 2024-015, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Washington County for Transportation Planning in the Sherwood West Urban Growth Boundary Expansion Area.



## RESOLUTION 2024-015

### **AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR TRANSPORTATION PLANNING IN THE SHERWOOD WEST URBAN GROWTH BOUNDARY EXPANSION AREA**

**WHEREAS**, the City of Sherwood (City) is preparing to apply for an Urban Growth Boundary expansion for an approximately 1,200-acre Urban Reserve area known as Sherwood West; and

**WHEREAS**, Sherwood City Council accepted the Sherwood West Concept Plan (Concept Plan) on July 18, 2023 via Resolution 2023-060; and

**WHEREAS**, City Council accepted a refinement study to the Concept Plan on March 5, 2024 via Resolution 2024-013; and

**WHEREAS**, a Concept Plan was developed in coordination with Washington County (County) pursuant to Metro Code Chapter 3.07; and

**WHEREAS**, the Concept Plan was developed jointly by the City and County in conformance with Section III(C) of the Urban Planning Area Agreement (UPAA) between the City and County; and

**WHEREAS**, the UPAA Section III(C)(1) requires an agreement between the City and County regarding expectations for road funding, jurisdictional transfer of roadways, and access management for county roads in an Urban Reserve Planning Area; and

**WHEREAS**, the City and County have developed an Intergovernmental Agreement for Transportation Planning in Urban Growth Boundary Expansion Areas included as Attachment 1 to the resolution.

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

**Section 1.** The City Council hereby authorizes the City Manager to enter into an Intergovernmental Agreement for Transportation Planning in Proposed Urban Growth Boundary Expansion Areas with Washington County, in a form substantially similar to Attachment 1.

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

**Duly passed by the City Council this 19<sup>th</sup> day of March 2024.**

Attest:

\_\_\_\_\_  
Kim Young, Council President

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

## Intergovernmental Agreement for Transportation Planning in Proposed Urban Growth Boundary Expansion Areas

This Intergovernmental Agreement (IGA) is entered into by the following parties: WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as "COUNTY"; and the CITY of SHERWOOD, an incorporated municipality of the State of Oregon, hereinafter referred to as "CITY."

### Recitals:

- A. Oregon Revised Statute (ORS) 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents, have authority to perform.
- B. The State legislature, with House Bill 4078-A in 2014 and House Bill 2047 in 2015, validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process involving both the COUNTY and the CITY.
- C. Pursuant to Metro Code, Title 11, as defined in Metro Code Chapter 3.07, cited as the Urban Growth Management Functional Plan (UGMFP), in order to apply for an UGB expansion the city will prepare a concept plan in coordination with the COUNTY and Metro, for the entirety of the area they are proposing to add to the UGB.
- D. Pursuant to Metro Code, Title 11, 3.07.1110 C. (7), the concept plan for the proposed UGB expansion area will include an agreement between or among CITY, COUNTY and applicable service districts that preliminarily identifies the likely service providers of urban services, as defined by ORS 195.065(4), when the area is urbanized.
- E. The UGB expansion area is served by roads under COUNTY jurisdiction and the COUNTY is the transportation service provider on these facilities.
- F. The Urban Planning Area Agreement (UPAA) between CITY and COUNTY was adopted in September 2017. The UPAA specifies that upon completion and acknowledgement of the concept plan by CITY and COUNTY, and the addition of the area into the UGB by Metro, the affected portion of the Urban Reserve Planning Area shall be designated as part of the Urban Planning Area without requiring an amendment to the UPAA.
- G. The COUNTY intends to update the existing Urban Planning Area Agreement with the CITY to include this area.
- H. The CITY has completed a concept plan for a proposed Urban Growth Boundary expansion area to include 1,291 acres of Urban Reserve designated land.

- I. If Metro expands the UGB into the proposed UGB expansion area, the CITY will proceed with development and adoption of a comprehensive plan and financing strategy and proceed with annexation.

**Agreement :**

NOW, THEREFORE, the parties mutually agree as follows:

1. Prior to adopting a comprehensive plan amendment for the UGB expansion area, the CITY will coordinate with the COUNTY to develop a traffic study for the UGB expansion area.
2. The CITY and COUNTY will agree on a future multi-modal transportation network to support the UGB expansion area and will adopt road alignments, functional class, and lane numbers into CITY and COUNTY TSPs consistent with this network. The CITY and COUNTY shall agree on a financing strategy for county street improvements consistent with the adopted comprehensive plan.
3. The CITY and COUNTY will agree on access management standards for COUNTY roads, and will attempt to close existing access points through the development process where they exist out of compliance with current standards.
4. The CITY and COUNTY will identify roads that will remain under COUNTY jurisdiction, and those for which the CITY will assume responsibility for upon annexation of part or all of the UGB expansion area in the comprehensive plan. Road jurisdiction transfer will be determined through a separate agreement between the CITY and COUNTY.
5. This IGA is effective until the CITY has adopted a comprehensive plan for the area.
6. Once approved by Metro, the area included in the CITY's application for an UGB expansion will be designated as part of the Urban Planning Area and will be covered by the provisions in the existing UPAA. The area included in the UBG expansion request is as shown in Exhibit A.
7. This Agreement may be terminated by mutual agreement of the parties.
8. Modifications to this Agreement are valid only if made in writing and signed by all parties.
9. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

10. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

CITY OF SHERWOOD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

WASHINGTON COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**Agenda Item:** Consent Agenda

**TO:** Sherwood City Council

**FROM:** Joy Chang, Interim Planning Manager  
**Through:** Craig Sheldon, City Manager Pro Tem, Eric Rutledge, Community Development Director and Michelle Teed, Deputy City Attorney

**SUBJECT:** **Resolution 2024-016, authorizing submittal of an Oregon Safe Routes to School Competitive Grant for crossing enhancements on SW Sunset Blvd at SW Timbrel Lane**

---

**Issue:**

Does the Council support the submittal of a grant application to the State of Oregon Safe Routes to School Program for funds to enhance the crossing at SW Sunset Blvd at SW Timbrel Lane?

**Background:**

On April 5, 2022, City Council adopted Resolution 2022-021, adopting City Council Pillars, Goals, and Deliverables for Fiscal Year 2022-23. The City Council acknowledges the importance of the Safe Routes to School Program with Deliverable 4.3, Work with Sherwood School District on Safe Routes to School Programs. The Council also acknowledges the importance of Public Safety (Pillar 4) with the goal of promoting bike and pedestrian safety.

In addition to Council Pillars and Goals, the Sherwood Transportation System Plan (TSP) identifies the need for pedestrian safety improvements along SW Sunset Boulevard. On December 5, 2023, City staff presented the proposed Safe Route to School improvements to City Council during Council's work session. The crosswalk safety study completed by Kittelson & Associates evaluated this location and recorded the following pedestrian counts:

- A total of 271 pedestrians entered the intersection during the morning and evening peak period including 154 pedestrian crossings.
- The peak hour of pedestrian crossings occurred from 12:35 to 1:35 PM when 76 pedestrians were recorded crossing Sunset Boulevard. With a majority of the pedestrians walking to and from Middleton Elementary School and Sherwood Middle School during the identified peak-hour.

At their work session, the City Council was supportive of the recommendations and agreed with the identified need for pedestrian safety improvements; particularly, the rectangular rapid flashing beacon and crossing enhancements at Sunset Boulevard/Timbrel Lane. This recommendation was also supported by Sherwood's Traffic Safety Committee at a subsequent meeting.

The Safe Routes To Schools Competitive Construction Grant will allow the city to complete vital crosswalk safety improvements on SW Sunset Blvd (arterial) at SW Timbrel Lane including: reconstruction and certification of the ADA ramps, utility relocation, realignment and straightening of the crosswalk, enhancement of the pavement markings, striping and signage to Manual on Uniform Traffic Control Devices (MUTCD) standards, removal/relocation of street trees, new streetlights, and installation of a push-button Rectangular Rapid Flashing Beacon (RRFB) system across SW Sunset Blvd (see Exhibit A, Page 1 of 2). The total project cost is estimated to be \$371,830 (see Exhibit B).

In partnership, the Sherwood School District Board of Directors will also support the grant application through a resolution at their March 20, 2024 meeting.

**Financial Impacts:**

The Oregon Safe Routes to School Competitive Construction Grant requires a local match of 10.27%, equating to an amount of \$38,187 for a \$371,830 total project cost. Staff will be seeking the full amount of the local match from Washington County Major Streets Transportation Improvement Program (MSTIP) Opportunity Fund. If a grant is awarded, the MSTIP Opportunity Funds will be utilized. If the MSTIP Opportunity Funds is not awarded to the City, the City will utilize traffic calming monies from the street operation funds to meet the local match requirements.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2024-016, authorizing submittal of an Oregon Safe Routes to School Competitive Grant for crossing enhancements on SW Sunset Blvd at SW Timbrel Lane.

**Attachments:** Exhibit A – Page 1 Proposed Enhancement  
Page 2 Existing Conditions  
Exhibit B – Estimated Project Cost

Exhibit by: Engineering GIS & Mapping Specialists (JMW) on Date: 2/6/2024

\*this pdf is electronically scalable at 11x17 (ANSI B Landscape)



# EXHIBIT A Page 1 of 2

## Safe Routes to School Construction Grant Project: SW Timbrel Lane Crosswalk Enhancements (SW Sunset Blvd)

AFTER SCENARIO

### City Engineer's Conceptual Plan Notes:

- A. Relocate hydrant, coordinate design w/ Utility Manager.
- B. Complete MUTCD crosswalk marking, striping and signage (note: all crosswalk signs mounted back to back at the crosswalk).
- C. Install push-button RRFB system, similar to SW Pine & Sunset Blvd; consider larger size crosswalks signs for increased visibility from horizontal curve.
- D. Split into 2 separate ramps at Sunset Blvd and move crosswalk ramp to Sunset Blvd further east to help deter out of control bike from direct entry to crosswalk; increase user-awareness.
- E. Protect storm inlets on each side of Timbrel; verify if sumped and if not, on catch basin retrofit list.
- F. Remove tree.
- G. Include in construction contingency funds monies for potential relocation of Sherwood Broadband facilities (20% risk, should be avoidable).
- H. Remove existing non-ADA compliance ramp; restore to match surrounding landscaping.
- I. New street tree to mitigate removal of existing street trees; provide adequate separation from existing utilities.
- J. Consider stop-bars on Sunset Blvd (optional) to compliment RRFB system.
- K. New streetlight; verify Option C fluted Westbrookes or other and consider double-mast arm setup at this location to ensure pathway and crosswalk adequately lit to arterial crosswalk standards.
- L. New streetlights, same as above but typical single arm setup.
- M. New ADA ramp w/ ODOT ramp certification forms completed by either contractor or engineer of record (tbd).
- N. Consider Crosswalk Closed barricades w/ correct MUTCD symbol signs (not Crosswalk Closed).

**CONCEPTUAL PLAN \*Not for Bids\***  
**Opinion of Probable Cost = \$375k see Table 1**

Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, with many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect, thus its accuracy is not guaranteed.

1 in = 20 ft

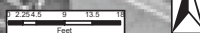




Exhibit by: Engineering GIS & Mapping Specialists (JMW) on Date: 2/6/2024

\*this pdf is electronically scalable at 11x17 (ANSI B Landscape)

Safe Routes to School Construction Grant Project: SW Timbrel Lane Crosswalk Enhancements (SW Sunset Blvd)

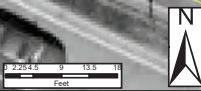


EXHIBIT A  
Page 2 of 2

BEFORE (EXISTING CONDITIONS, 2024)

64' current crosswalk  
distance (curb-to-curb)

Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect, thus its accuracy is not guaranteed.  
1 in = 20 ft



**Exhibit B: Sunset/Timbrel - Relocate Crosswalk**



City of Sherwood

**Engineer's Conceptual Estimate**

Prepared By: D.Bowers			Date: 2/12/2024		
Reviewed By: A.Roos					
This Estimate has a Rating of:			3C	(See rating scale guide below.)	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	
Mobilization	LS	ALL	\$17,000.00	\$17,000.00	
Traffic Control	LS	ALL	\$9,000.00	\$9,000.00	
Construction Staging	LS	ALL	\$9,000.00	\$9,000.00	
Erosion Control	AC	0.1	\$25,000.00	\$2,400.00	
Removal of Structures and Obstructions	LS	ALL	\$15,000.00	\$15,000.00	
Clearing and Grubbing	LS	ALL	\$3,000.00	\$3,000.00	
Concrete Curbs - Standard Curb	LF	15	\$30.90	\$463.50	
Concrete Curbs - Standard Curb & Gutter	LF	63	\$80.00	\$5,040.00	
Raised Concrete Island	SF	150	\$35.90	\$5,385.00	
Concrete Walks	SF	291	\$45.00	\$13,097.25	
Detectable Warnings	EA	6	\$1,500.00	\$9,000.00	
Pedestrian Ramps	EA	6	\$7,500.00	\$45,000.00	
Permanent Landscaping	SF	1,108	\$12.00	\$13,297.44	
Pavement Markings, Complete	LS	ALL	\$2,803.05	\$2,803.05	
Signage, Complete	LS	ALL	\$2,000.00	\$2,000.00	
Illumination System, Complete	LS	ALL	\$13,300.00	\$13,300.00	
RRFB System, Complete	LS	ALL	\$25,000.00	\$25,000.00	
Fiber Optic Interconnect System Complete	LS	ALL	\$5,000.00	\$5,000.00	
Relocate Fire Hydrant	LS	ALL	\$7,500.00	\$7,500.00	
<b>TOTAL CONSTRUCTION COST</b>				<b>\$</b>	<b>202,286</b>
<b>ENGINEERING SUPPORT</b>					
Engineering & Construction Management	LS	ALL	\$81,000.00	\$81,000.00	
<b>ENGINEERING SUPPORT SUBTOTAL</b>				<b>\$</b>	<b>81,000</b>
<b>ENGINEERING PERMITS</b>					
Grading & Erosion Control Permit	LS	ALL	\$2,734.00	\$2,734.00	
<b>ENGINEERING PERMITS SUBTOTAL</b>				<b>\$</b>	<b>2,734</b>
<b>TOTAL PROJECT SUBTOTAL</b>				<b>\$</b>	<b>286,020</b>
<b>30% Contingency</b>				<b>\$</b>	<b>85,810</b>
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$</b>	<b>371,830</b>



## Exhibit B: Sunset/Timbrele - Relocate Crosswalk

City of Sherwood

### Engineer's Conceptual Estimate

Prepared By: D.Bowers		Date: 2/12/2024		
Reviewed By: A.Roos				
This Estimate has a Rating of:		3C	(See rating scale guide below.)	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST

#### Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

#### Assumptions:

- Pavement work completed under a separate contract (City maintenance project)
- Minor illumination relocation
- No changes to utilities
- City will approve crosswalk closure to create single crossing of Sunset
- No changes to Timbrele

#### Scope Accuracy:

**Level 1:** Project scope well understood and well defined.

**Level 2:** Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

**Level 3:** Project scope is a "vision" with limited detail.

#### Engineering Effort:

**Level A:** Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

**Level B:** Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

**Level C:** No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 60% based on risk.





## RESOLUTION 2024-016

### **AUTHORIZING SUBMITTAL OF AN OREGON SAFE ROUTES TO SCHOOL COMPETITIVE GRANT FOR CROSSING ENHANCEMENTS ON SW SUNSET BLVD AT SW TIMBREL LANE**

**WHEREAS**, Oregon Safe Routes to School Program is accepting applications for Safe Routes to School Competitive Construction Grants to build street safety projects to reduce barriers and hazards for children walking or bicycling to or from schools; and

**WHEREAS**, the City has identified a need, through the Transportation Systems Plan, for pedestrian safety improvements along SW Sunset Boulevard at SW Timbrel Lane; and

**WHEREAS**, the enhanced crosswalk safety improvements on SW Sunset Blvd at SW Timbrel Lane includes the installation of a push-button Rectangular Rapid Flashing Beacon (RRFB) system across SW Sunset Blvd and additional improvements; and

**WHEREAS**, the Sherwood School District Board of Directors will support the grant application through a resolution at their March 20, 2024 meeting; and

**WHEREAS**, the City has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

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

**Section 1.** The City Council strongly supports the submittal of an Oregon Safe Routes to School Competitive Grant for crossing enhancements on SW Sunset Blvd at SW Timbrel Lane and authorizes staff to submit the grant.

**Section 2.** The City confirms that there are adequate local matching funds to successfully complete the crossing enhancements if the grant funds are obtained.

**Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 19<sup>th</sup> of March 2024.**

\_\_\_\_\_  
Kim Young, Council President

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Ryan Adams, City Attorney

**SUBJECT: Resolution 2024-017, Ratifying the Collective Bargaining Agreement with AFSCME**

---

**Issue:**

Shall the City Council approve a resolution ratifying a collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME)?

**Background:**

The City Attorney's office has completed Collective Bargaining Agreement (CBA) negotiations with the American Federation of State, County, and Municipal Employees (AFSCME). Staff is now bringing the tentative agreement to Council with a recommendation to ratify for the City.

**Financial Impacts:**

The financial impacts over the next two years are expected to be at least \$250,000. Please note this figure does not include step increases for year 2.

**Recommendation:**

City staff respectfully recommends City Council adopt Resolution 2024-017, Ratifying the Collective Bargaining Agreement with AFSCME.





## RESOLUTION 2024-017

### RATIFYING COLLECTIVE BARGAINING AGREEMENT WITH AFSCME

**WHEREAS**, the City Attorney has completed Collective Bargaining Agreement (CBA) negotiations with the American Federation of State, County, and Municipal Employees (AFSCME); and

**WHEREAS**, staff is now recommending that Council adopt a resolution approving the tentative agreement; and

**WHEREAS**, Council has reviewed the tentative agreement attached hereto as Exhibit 1 and determined that approval is appropriate.

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

**Section 1.** The tentative agreement with AFSCME attached hereto as Exhibit 1 is hereby approved.

**Section 2.** The City Manager Pro Tem is hereby authorized and directed to take such steps as are necessary to effectuate final approval and execution of the Collective Bargaining Agreement with AFSCME consistent with this resolution and Exhibit 1.

**Section 3.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 19th day of March 2024.**

---

Kim Young, Council President

Attest:

---

Sylvia Murphy, MMC, City Recorder

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF SHERWOOD**

**AND**

**AFSCME LOCAL 1777**

**Expires June 30, 2026**

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## **ARTICLE 1 - RECOGNITION**

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an annual average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

## **ARTICLE 2 – DUES DEDUCTION**

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and Employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and Union

- a. Employees who authorize the City to deduct monthly Union dues from their pay will sign an authorization card provided by the Union, and such dues will be paid to the Union. The authorization card shall contain the terms and conditions of membership. The Union will provide a monthly list to the City of employees who have authorized the deduction of union dues. The City will deduct dues on behalf of all employees who appear on the list provided to the City. Employees seeking to withdraw their authorization are subject to the terms and conditions of their Union membership.
- b. Employees who return to work upon separation of employment or layoff will be treated as new employees and provided the opportunity to authorize the City to deduct Union dues.

Section 2. The City will provide for payroll deduction of Union dues. The City shall deduct from the last paycheck in each calendar month the amount of dues as certified to the City by the Union in writing sufficiently in advance to allow for the City to make such deductions and transmit to the designated officer of the Union the total amount deducted.

- a. The Union may not change the amount of dues more frequently than once per fiscal year and must provide a minimum of thirty (30) calendar days' written notice to the City and bargaining unit members of any change.
- b. Employees terminating employment shall not have dues withheld from their final paycheck.

- c. Employees shall not be required to pay dues for any month in which they have worked less than twenty (20) hours. The amount of dues for other employees working less than full-time will be as outlined by Union policy and certified to the City in writing.
- d. The City will not be required to deduct dues for any employee if the accrued earnings of such employee are insufficient to cover the dues after all other legally mandated payroll deductions for the employee have been made.

Section 3. Indemnification. The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the application of this Article.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within ten (10) calendar days from date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a Union representative to meet with new employees for up to thirty (30) minutes within 30 days of hire.

Section 5. Before the 14<sup>th</sup> of each month the Union will provide to the City a list of dues payers in the City of Sherwood Bargaining Unit. The City will update its records and thereafter deduct dues and fees from bargaining unit members as identified by the union. Within two weeks after receiving the Union's list the City will provide the Union with a complete list of bargaining unit members identifying those employees who are paying Union dues or fees. The Union will review the list sent by the City and will timely notify the City of any errors it discovers on the list. The timing of the exchange of lists is subject to modification by mutual agreement should the need arise.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

Section 1. For the purpose of this Agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee;
- b. A claim by the Union concerning the application of a specific provision or clause of this Agreement as it affects a specific member of the Union.

Section 2. Informal Grievance Adjustment. The City and the Union desire to adjust grievances informally -- both supervisors and employees are expected to make efforts

to resolve problems as they arise. The informal step in the grievance process – Step 1 - may be waived in writing by mutual agreement of the City and the employee and/or the Union. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: To commence resolution of a grievance, the employee and/or the Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within twenty-one (21) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (14) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or designee within seven (7) calendar days from the date of response from the Department Head, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: Mediation: If the Union is not satisfied with the decision provided by the City Manager at Step 3, the Union may submit the grievance to mediation within fourteen (14) calendar days from either the City Manager's response or fourteen (14) calendar days from the due date of the response. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the cost of the mediator. Unless otherwise agreed by the parties, the period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases are not subject to the mediation process and may move to the next step. The parties may mutually agree to forego mediation.

Step 5: If the grievance is not settled at Step 4, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within thirty (30) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator. The Union will strike first.

In the event the City seeks to grieve a matter with the Union, the City will follow the same general steps respectively by first attempting to resolve informally with the local union steward. If not resolved, the City will initiate a formal grievance submitted to the Union Representative at Step 2. If not mutually resolved, the City may proceed to mediation/arbitration following the same general timing.

Section 4. The arbitrator shall set a hearing date and a decision is preferred within thirty (30) calendar days after the conclusion of the hearing. The decision will be subject to the preponderance of the evidence standard. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. The losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be automatically advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments firsts, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

Section 6. All disciplinary actions, as defined in Article 21(a), imposed upon an employee may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

## **ARTICLE 4 - PERSONNEL FILE**

Section 1. The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 3.

Upon written request by an employee, written reprimands will be removed from an employee's personnel file at the time permitted by OAR 166-200-0305(4)(a) and (b), unless other similar discipline has been received by the employee within the period. Post removal from an employee's personnel file, the City may retain records for other legal purposes such as defense of civil claims, impeachment or for compliance with records retention laws.

Section 4. Employees shall have the opportunity to review, and shall sign an acknowledgement that they have reviewed, any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

## **ARTICLE 5 – POSTING AND FILLING OF VACANCIES**

Section 1. Posting of Vacancies. The City will normally post, for not less than five (5) business days, notices of job vacancies offered by the City of Sherwood for which employees may apply. Posting will be via email, the City's web site, and on a designated bulletin board in each City building. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

Section 3. Reclassification. Positions which are reclassified into higher classifications shall be given to the incumbent employee in the position which is to be reclassified



provided the incumbent employee meets the minimum qualifications for the reclassified position.

Section 4. Intent. Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 10.

## **ARTICLE 6 - HOURS OF WORK**

Section 1. Work Week / Work Day. The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

For a 36/44 work schedule the work week shall begin at the middle of the Friday shift for purposes of equalizing the work week to forty (40) hours per week. Consistent with FLSA, employees working this schedule will work a regular 40-hour work week with a half day at noon Friday, and the new work week begins the same day at 12:01.

The regular workday consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

Section 2. Work Schedules. The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual agreement between the employee and the City, with notification to the Union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department.

Section 3. Regular Hours. All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

Section 4. Work Schedule Changes. When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change twenty eight (28) days in advance of the change for permanent changes and fourteen (14) days in advance for temporary changes, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible. A temporary change is defined as a change that will be in effect for thirty (30) days or less.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control will be provided as much advance notice as possible and, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established under Section 3, above. The parties further agree that this premium payment will not pyramid with any overtime an employee may work during the same workweek. Actual hours worked under this section for emergency schedule changes will count as hours worked towards the weekly overtime threshold including PTO or sick leave usage.

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or longer. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. Meal periods are mandatory and not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

## **ARTICLE 7 - CALL BACK**

Section 1. Whenever an employee is called back to perform emergency or unscheduled work at a City facility or work site outside a scheduled work period, the employee shall receive a minimum of two (2) hours pay at time and one-half. This provision does not apply to remote work situations. Employees asked and approved to

perform customer service or similar functions that do not require the employee to travel to a City facility or worksite outside of scheduled work periods shall receive a minimum of one-half (.5) hours pay at time and one-half. This premium payment will not pyramid with any overtime an employee may work during the same workweek. Actual hours worked under this section will count as hours worked towards the weekly overtime threshold.

## **ARTICLE 8 – OVERTIME/COMPENSATORY TIME**

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest minute. Paid time off (excluding holidays) including but not limited to City closure, shall not count toward hours worked for purposes of overtime eligibility. This provision does not apply to classifications that are FLSA exempt.

Section 2. PTO Time Off cancellation: An employee shall be paid overtime as time and one-half the employee's regular rate for authorized work performed during an approved PTO period if (1) the employee has both requested and been approved for such PTO more than two weeks in advance of the beginning of the PTO period, (2) the employee is subsequently required by the City to work during the approved PTO period, and (3) the employee remains scheduled to use PTO at the time the City requires the employee to commence performing such work. Such time shall be calculated to the nearest quarter hour. The employee will not be required to utilize PTO for the time actually worked during a PTO period pursuant to this section.

Section 3. Department managers and supervisors in charge of a shift are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 4. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employee's option and upon approval by the City. The compensation rate will be one and one-half (1½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is seventy (70) hours of compensation time. Such non-exempt employees shall receive compensation for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

## **ARTICLE 9 - SENIORITY AND PROBATION PERIOD**

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service

unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, is separated from employment, or is retired.

Employees who were previously in the bargaining unit and are promoted or transferred out of the unit may retain their previously accrued bargaining unit seniority upon voluntary return (within one (1) year) to their previous classification provided there is a vacancy and that the return is not due to disciplinary demotion or other "for cause" adverse action.

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the Union shall be notified in writing of any extension and the reasons therefore. The City may also toll a probationary period in order to have a full observation period in the event an employee is on extended leave of more than twenty (20) work days in total during the probationary period.

Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

## **ARTICLE 10 – LAYOFF AND RECALL**

Section 1. A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

Section 2. The City will notify employees subject to layoff with at least thirty (30) calendar days' notice.

Section 3. An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment, and two (2) weeks to report if employed elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

Section 4. No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

## **ARTICLE 11 – WORKING OUT OF CLASSIFICATION**

Section 1. When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of five (5) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof) within a thirty (30) day period, that employee shall be paid premium pay of five percent (5%) of base hourly rate for regular hours those hours assigned.

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment.

During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

## **ARTICLE 12 –UNIFORM AND TRAINING REIMBURSEMENT**

Section 1. After successful completion of probation, Employees required to wear protective boots or boots of a specific color to be worn with a uniform, shall be reimbursed up to \$260 per year for such boots upon presentation of a receipt.

Section 2. The City will supply to employees whose work is predominately performed in the field any OSHA/OROSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve). Effective FY 22-23, eligible employees are permitted to select their choice of pants as purchased using a City P-card limited to a one-time amount of up to \$215 a year. New employees completing their probationary period are eligible up to \$350 one-time amount.

Section 3. Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

Section 4. The City, in its sole discretion, may provide employees with external training to achieve their Commercial Driver's License (CDL). Employees who participate in the training program will be expected to remain employed by the City for four years following such training. To the extent an employee leaves the City prior to the expiration of four years, the employee shall have the following percentage costs of training deducted from their final paycheck:

Year 1	100%
Year 2	75%
Year 3	50%
Year 4	25%

This provision shall not apply to employees who are laid off for lack of work, employees who resign or retire for medical reasons, or employees who retire. The City manager, in their discretion, may waive payment when extenuating circumstances so require.

## **ARTICLE 13 - PAID TIME OFF**

Section 1. Description. The City shall provide a program of earned time off for regular full and part time employees, which can be used to meet the employees' needs or

desires for paid time off from work. The program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

**Section 2. PTO Accrual.** PTO accrual rates are determined by a regular employee's length of continuous service with the City. Full time employees shall accrue PTO each pay period at the following rate:

<b>Years of Continuous Service</b>	<b>Accrual Rate of Pay Period</b>	<b>Yearly Accrual Rate</b>	<b>Maximum Accrual</b>
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=>6 years	6.46 hours	21 days	32 days
=>9 years	7.08 hours	23 days	35 days
=>12 years	7.69 hours	25 days	38 days
=>15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full-time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

**Section 3. Maximum Accrual.** Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee's annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of one- and one-half times. However, the City may approve temporary accruals and carryovers of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons, that in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

**Section 4. Sabbatical leave.** Employees shall earn eighty (80) hours of sabbatical leave to be taken in conjunction with an equivalent amount of PTO leave from the employee's bank in the applicable anniversary fiscal year beginning on the employee's twentieth (20<sup>th</sup>) anniversary year of service and every fifth (5<sup>th</sup>) year thereafter. Unused sabbatical time shall not carry over. Sabbatical leave shall be used in a single block taken with an equivalent amount of PTO once in the eligibility year. It is the responsibility of employees to ensure that they have enough PTO accrued to be eligible for the amount of sabbatical leave they request. Employees who have passed their twentieth (20<sup>th</sup>)

anniversary date at the effective date of this agreement shall be immediately eligible for sabbatical leave, however, in no event shall an employee take more than one sabbatical within a three-year period.

Section 5. Procedure for Use of PTO.

- a. To schedule days off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible. All requests will be granted on a "first come, first served" basis. If two or more time off requests are received at the same time, then resolution of the conflicting time off request shall be based on seniority. PTO leave request, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- b. Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the normal working time in any given pay period, except for authorized overtime.
- c. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue 3.70 hours of paid sick leave for each pay period worked , part time employees shall accrue sick leave at a prorated rate of full-time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with the Family Leave Act.

Section 9. PTO Usage with Sick Leave. Employees may use accrued PTO leave for sick leave purposes only upon expiration of all accrued sick leave consistent with PTO use requirements.



Section 10. PTO Cash-out. One time in the months of November, December or January, during the term of this Agreement any full-time represented employee may request in writing a “cash-out” of up to forty (40) hours of PTO each calendar year at the current rate of the employees pay. In order to be eligible for the “cash-out” the employee must have taken eighty (80) hours PTO within the past 12 months and must maintain a minimum of 80 hours of accrued PTO after the “cash-out”. The City will approve any such PTO “cash-outs” in writing and may disallow or reduce the “cash-out” based on the ability of City finances to absorb the costs of such. Employees will not be entitled to cash out Sick Leave at any time. Approval of such requests for PTO “cash-out” shall not be unreasonably withheld.

Section 11. On-the-Job Injury. When an employee is absent from work because of an on-the-job injury, the employee is subject to Oregon Workers’ Compensation Laws, and shall not receive sick leave benefits during any period when the employee is eligible to receive workers’ compensation benefits. An employee may use their sick leave during the three (3) day waiting period after the original injury, unless they are totally disabled for at least fourteen (14) consecutive calendar days or are admitted to a hospital as an inpatient within fourteen (14) days of the first onset of total disability, in which case the employee will not be subject to the three (3) day waiting period.

Section 12. Exempt Employees’ Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1<sup>st</sup> or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

## **ARTICLE 14 – HOLIDAYS**

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

**Section 2. Holiday Pay.** Regular full-time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Consistent with Article 8, holiday pay in this section counts as hours worked for the purposes of overtime eligibility.

Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday.

**Section 3.** Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

## **ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE**

**Section 1. Jury Duty.** Employees who are called to serve on a jury, shall be allowed time off from work without loss of pay or accrued benefits. Employees subpoenaed in the scope of their employment will provide a copy of the subpoena to their supervisor and consult with the supervisor to schedule their appearance. Attendance to matters under subpoena within the scope of an employee's employment will be on paid time. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

**Section 2. Military Leave.** Military leave shall be granted in accordance with state and federal law.

**Section 3. Leave with Pay.** Except as otherwise established by this Agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

**Section 4. Family Medical Leave.** Consistent with City policy, an employee may be eligible for Family Medical Leave or other related leaves as defined under federal and state law. Family Medical Leave shall not exceed twelve (12) weeks within any calendar year, except as otherwise required by law. An employee may qualify for more than

twelve (12) weeks of leave under OFLA and FMLA. The City shall post eligibility requirements in City Buildings as required by State Law. Employees are encouraged to contact Human Resources for more information.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the City's operations.

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

#### Section 5. Bereavement Leave.

- a. **Bereavement Leave Generally** –Bereavement Leave will be given according to State law, which currently allows employees who have worked for the City of Sherwood for one-hundred eighty (180) calendar days, and averaged at least twenty-five (25) hours per week, to take up to two (2) weeks (80 hours) of bereavement leave per death of a family member. Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, or to grieve the death of the family member. Employees who wish to take bereavement leave must inform their supervisor or department director as soon as possible after receiving notification of a family member's death. Although prior notice is not required, oral notice must be provided within twenty-four (24) hours of beginning leave. Written notice must be provided to the employer within three (3) days of returning to work. Use of OFLA bereavement leave must be within 60 days of passing. Under exceptional circumstances, the City Manager may grant use of additional bereavement leave after the 60 days' notice of passing. Employees are required to use any available accrued leave during the period of bereavement leave; unpaid leave will be used if the employee has no available accrued leave.
- b. Definition. "Family Member" for purposes of this section is defined by State Law as periodically amended. (OAR 839-009-0210) The definition includes: spouse, same-gender registered domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee, or the child of an employee's same-gender domestic partner.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the City by making requests for such leave in a manner which will minimize interference with the City's operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or

enjoyed during the period of unpaid Union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.) consistent with ORS 243.804.

## **ARTICLE 16 - LEAVE WITHOUT PAY**

**Section 1.** Leave without pay may be granted to any regular employee by the City Manager for an extended but limited period for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager shall have the discretion to grant leaves without pay consistent with the best business interest of the City and applicable law.

**Section 2. Authorization.** All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee's department head and referred to the City Manager with the department head's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

**Section 3. Return to Work.** Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for separation of employment within the City. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

**Section 4. Benefits.** If an employee is on approved FMLA or OFLA leave, the City will continue the employee's health coverage consistent with applicable law on the same terms as if the employee had continued to work. Employees will be responsible for payment of any cost share for insurance contributions. When an employee enters leave without pay status or when pay is insufficient to cover the cost of the employee's portion of premiums, the employee must decide to pre-pay the premiums or incur a debt. The employer must receive notice of the employee's decision as soon as the employee becomes aware that their pay is insufficient to cover the cost of premiums. If an employee elects to pre-pay premiums, they must be paid to the City's Finance Department by the premium due date. Failure to do so, will result in the employee incurring a debt. When an employee incurs a debt for premiums due while on approved FMLA or OFLA leave, the City will pay both the employer and employee portions. In return, the employee agrees to repay the City for the employee's portion of the premiums paid on their behalf once the employee returns to pay status, at a rate of one and one-half times of the current premium due, until the debt has been paid in full. If the employee terminates employment before the debt has been satisfied, the debt will be collected by withholdings from any salary payments from the City or recovered by payment of a lump sum from the employee, consistent with applicable law. The

provisions of this section are considered a written agreement between the Union and employee for the purposes of payroll deduction.

Section 5. Re-employment. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, if the employee's anniversary date fell during a leave without pay period, the employee's anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

Section 6. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave, PTO and accrued benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

## **ARTICLE 17 - RETIREMENT**

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire subject to PERS rules and regulations.

The City shall pay the employee's contribution (Employee "Pick Up") in addition to the City's share of the cost of the retirement plan for each employee, subject to PERS rules and regulations.

Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

## **ARTICLE 18 - BULLETIN BOARDS**

Section 1. The City agrees to allow the Union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

## **ARTICLE 19 – STEWARDS**

Section 1. Employees selected by the Union to act as Union designated representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. Stewards are allowed reasonable time on duty with pay when attending meetings with the City for negotiating labor agreements, adjusting grievances or when engaged in union activities as permitted by ORS 243.798(1)(a-g), with the understanding that engaging in such activities will not result in overtime payments. For the purpose of this Section, "reasonable time" is defined as the time necessary under the circumstances for a reasonably prudent and diligent person to do, conveniently, what is required to be done, without unreasonable disruption of employee work performance based on operations. The parties recognize that bargaining and union activities may occur outside normal work hours, and such time is not compensable. Employees will record on their timecards the time spent engaged in union activity during work hours and provide their supervisors reasonable advanced notice. Concerns or disputes about the reasonable use of time on duty will be handled through labor management meetings, and if not resolved, will defer and be limited to the grievance process.

The City agrees that AFSCME representatives may have access to employees in the bargaining unit during business hours, provided the employee and the representative have received approval through Human Resources to be in City facilities. Such access should not interfere with the normal operations of the department.

## **ARTICLE 20 – INSURANCE**

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, alternative care, hearing aids and orthodontics and vision insurance coverage for all regular full-time employees and regular part-time employees who work twenty (20) or more hours per week. The parties acknowledge that changes in benefits within a plan by the insurance carrier are beyond the control of the parties and not subject to mid-term bargaining. The parties agree that the terms, conditions, and extent of the City's group insurance programs may be modified to a comparable plan at any time by action of the City Council or the insuring agency. The City will provide at least 90 days' notice.

Premium Cost Share. The City will pay 90% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. Full-time employees will pay the remainder. City contributions for part-time employees shall be pro-rated in accordance with City policy. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

HRA/VEBA. The City will continue to contribute \$35 per pay period to each employee's individual HRA/VEBA account. HRA/VEBA fees are the responsibility of the employee.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full-time employee at one and one-half (1½) times the employee's annual salary, \$75,000 maximum.

Section 3. Regular, full-time employees may enroll in a program of long-term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee. Short-term disability insurance will be offered and is 100% employee paid.

Section 4. An optional accidental death and dismemberment plan for all regular, full-time employees shall be offered by the City which is equivalent to the current Hartford AD&D plan. Premiums for this plan will be paid for by the employee.

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits. Contributions are at the expense of the employee.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to, when needed, annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline.**

- a. Disciplinary action shall include only the following: written reprimand; suspension without pay; demotion; or discharge.
- b. Corrective Actions and Counseling:

Forms of evaluation, corrective actions or counseling, such as oral warnings, written directives and work improvement plans, are not considered formal discipline but are less formal means of resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. These forms of corrective actions and counseling will be clearly labeled and can be maintained in the supervisory file to be reviewed and removed from the supervisory file every 18 months from date of imposition.

A matter that is removed from the supervisory file may be used for civil purposes and notice of rule. The employee may provide a written rebuttal to a counseling action if provided within twenty-one (21) calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

- c. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- d. Disciplinary action imposed upon an employee, may be processed as a grievance through the regular grievance procedure.
- e. Due Process.

In the event the City believes an employee may be subject to formal discipline, the following procedural due process shall be followed:

Investigatory Interviews: In the event the employer intends to conduct a disciplinary investigatory interview of the employee, the City will give at least twenty-four (24) hours' notice of interview to the employee, Union President and AFSCME Representative. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to a Union representative present. Investigatory interviews will not be unduly delayed to accommodate for any particular Union representative.

Prior to imposition of an economic sanction, the City will provide written notice to the employee, Union President and AFSCME Representative of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

- f. Probationary Employee.



This Article shall not apply to any employee on probation as defined in this Agreement. Probationary employees may not grieve disciplinary actions or dismissal.

## **ARTICLE 22 -- COMPENSATION**

### **Section 1. Wage Scales.**

Effective July 1, 2024, the City shall institute a new pay scale of seven (7) steps. Step 1 shall be the existing step 1 wage in effect for each pay range on June 30, 2024. Step 7 shall be the existing step 13 wage in effect for each pay range on June 30, 2024. There shall be a 4% increment between each step. Employees shall be placed on the lowest step which is equal to or higher than their pay rate in effect on June 30, 2024.

Effective July 1, 2024, the wage scale is increased at Step 1 by 4% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Effective July 1, 2025, the wage scale will be increased by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2024, with a minimum 2% and a maximum 4.5% for all classifications. Steps will be adjusted accordingly maintaining existing ratios between the steps as shown in Schedule A.

Schedule A, Wages, reflects the hourly rate of pay for each classification. The yearly salary presented is for references purposes only based on a regular schedule of 2080 hours per year.

**Section 2. Salary Steps.** All step increases within the salary schedule established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will correspond with the employee's anniversary date and will include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive their annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory, and any step increase due will be granted retroactively to the employee's anniversary date.

**Section 3. Longevity Compensation.** Effective the pay period following execution of this agreement, employees who have worked in any position at the City for each of the specified periods of consecutive years set forth in the table below will receive a one-time accrual of paid leave in the applicable anniversary fiscal year.

Anniversary Year	Paid Leave
10 years of service	1 day

15 years of service	3 days
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Employees who have been at step 7 in the Salary Schedule for four (4) consecutive years shall receive a 3% increase in their base pay as shown for longevity in Exhibit A.

Section 4. Leave Without Pay Extension. Unless otherwise restricted by law, the performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be extended until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period. The anniversary date will be changed by the same amount of the time of the leave without pay.

Section 5. Expense reimbursement. Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 6. Certifications. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 7. Promotion. A promotion is intended as an opportunity for an employee to apply for a vacant position within the bargaining unit which includes application by the employee, candidate review, and a competitive process, if offered. Promotions require a probationary period before receiving a step increase (Article 22.10). Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employee's former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 8. Reclassification. Reclassification is when the City reassigns an existing classification to a different classification with a higher, lower, or lateral range of pay steps either by a classification review or upon the City's own initiative to reclassify positions based on a review of assigned job duties, qualifications and operational need. A reclassification does not have a probationary period and an employee's anniversary date is not changed. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employee's former salary step.

Section 9. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

Section 10: Bilingual Pay. For those classifications determined by the City reflecting an operational need or basis to speak Spanish or American Sign Language (ASL), those employees within those classifications who can demonstrate the ability to speak Spanish or ASL at a sufficient proficiency level as determined by the City will receive a premium incentive of \$50 per pay period. The employee shall be subject to language skill testing as directed by the City.

## **ARTICLE 23 – SAVINGS CLAUSE**

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, and to bring it into conformance. The parties agree that the Labor Agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

## **ARTICLE 24 – MANAGEMENT RIGHTS**

Section 1. The Union recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the City and its departments; determining standards and levels of service and methods of operation, including subcontracting, where Union members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Union, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement.

## **ARTICLE 25 – CONTINUITY OF SERVICES**

Section 1. During the term of this Agreement the Union's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the City.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

## **ARTICLE 26 – CLOSURE**

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and AFSCME Council 75 resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and AFSCME Council 75 where mutually agreeable.

## **ARTICLE 27 – LABOR MANAGEMENT COMMITTEE**

The parties acknowledge that meetings between the City Management and Union leadership may be beneficial to discuss workplace matters in efforts of establishing and maintaining a cooperative labor partnerships.

The parties agree to meet quarterly, as requested, or more frequently upon agreement, for the purposes of discussing current concerns and matters related to work. These meetings are non-binding and not considered negotiations. Parties are not precluded from resolving concerns mutually either informally or by written agreement. The Union may have up to three (3) designees to attend on paid time. Meeting times will be scheduled mutually. Union participation on the committee does not waive any rights under PECBA.

## **ARTICLE 28 - TERM OF AGREEMENT**

Section 1. This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2026.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st that it wishes to modify the Agreement.

**FOR AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 75, LOCAL 1777**

**FOR THE CITY OF SHERWOOD**

\_\_\_\_\_  
Phillip Smith, Local 1777 President

\_\_\_\_\_  
Craig Sheldon, City Manager Pro Tem

Date:\_\_\_\_\_

Date:\_\_\_\_\_

*pursuant to resolution by City Council*

\_\_\_\_\_  
Tammy Steffens, Local 1777 Secretary

Date:\_\_\_\_\_

\_\_\_\_\_  
Casey Jennett, AFSCME

Date:\_\_\_\_\_

Exhibit A - AFSCME Represented Salary Schedule 2024-25									
Pay Group	Job Title	Step 1	Step 2 4.00%	Step 3 4.00%	Step 4 4.00%	Step 5 4.00%	Step 6 4.00%	Step 7 4.00%	*Longevity 3.00%
500	Library Page	\$16.27	\$16.92	\$17.59	\$18.30	\$19.03	\$19.79	\$20.62	\$21.24
	Recreation Assistant	\$33,832	\$35,186	\$36,593	\$38,057	\$39,579	\$41,162	\$42,892	\$44,179
600	No current positions	\$18.70	\$19.45	\$20.23	\$21.03	\$21.88	\$22.75	\$23.71	\$24.42
		\$38,894	\$40,450	\$42,068	\$43,751	\$45,501	\$47,321	\$49,318	\$50,797
700	Administrative Assistant I	\$20.56	\$21.38	\$22.24	\$23.13	\$24.05	\$25.02	\$26.07	\$26.85
	Library Assistant I	\$42,766	\$44,477	\$46,256	\$48,106	\$50,031	\$52,032	\$54,217	\$55,844
800	Administrative Assistant II	\$23.66	\$24.61	\$25.59	\$26.61	\$27.68	\$28.79	\$30.00	\$30.90
	Library Assistant II	\$49,213	\$51,181	\$53,229	\$55,358	\$57,572	\$59,875	\$62,395	\$64,267
	Maintenance Worker I								
900	City Records Technician	\$25.77	\$26.80	\$27.87	\$28.99	\$30.15	\$31.35	\$32.68	\$33.66
	Court Clerk I	\$53,604	\$55,748	\$57,978	\$60,297	\$62,709	\$65,218	\$67,972	\$70,011
	Engineering Technician I								
	Finance Technician I								
	Kitchen Coordinator								
	Permit Specialist								
	Planning Technician								
	Recreation Specialist								
	Telecommunications Utility Worker I								
1000	Utility Billing Technician								
	Maintenance Worker II	\$27.85	\$28.97	\$30.12	\$31.33	\$32.58	\$33.89	\$35.32	\$36.38
1100	Police Records Specialist	\$57,930	\$60,248	\$62,658	\$65,164	\$67,770	\$70,481	\$73,467	\$75,671
	Broadband Install Tech	\$30.08	\$31.28	\$32.53	\$33.83	\$35.19	\$36.59	\$38.14	\$39.28
1200	City Volunteer Coordinator	\$62,560	\$65,062	\$67,665	\$70,371	\$73,186	\$76,113	\$79,324	\$81,704
	Court Clerk II								
	Engineering Program Associate								
	Engineering Technician II								
	Finance Technician II								
	Lead Billing Technician								
	Lead Permit Specialist								
	Librarian I								
	Maintenance Worker III								
	Mechanic								
	Planning Coordinator								
	Program and Event Coordinator								
	Telecommunications Utility Worker II								
	Records Management Coordinator								
1300	Asset Management Specialist	\$32.48	\$33.78	\$35.13	\$36.53	\$38.00	\$39.52	\$41.19	\$42.42
	Assistant Planner	\$67,557	\$70,259	\$73,069	\$75,992	\$79,032	\$82,193	\$85,668	\$88,238
	Code Compliance Officer								
	Engineering Technician III								
	Lead Maintenance Worker								
1400	Accountant	\$36.05	\$37.49	\$38.99	\$40.55	\$42.17	\$43.86	\$45.70	\$47.07
	Associate Planner	\$74,977	\$77,976	\$81,095	\$84,338	\$87,712	\$91,220	\$95,056	\$97,908
	Building Inspector-Plans Examiner II								
	Engineering Associate I								
	Environmental Program Coordinator								
	GIS Programmer/Analyst								
	Lead Telecommunications Utility Worker								
	Librarian II								
1500	Technical Services Librarian								
	Building Inspector-Plans Examiner III	\$38.57	\$40.12	\$41.72	\$43.39	\$45.13	\$46.93	\$48.91	\$50.38
1500	Senior Accountant	\$80,233	\$83,442	\$86,780	\$90,251	\$93,861	\$97,616	\$101,728	\$104,780
	Senior Planner	\$41.66	\$43.33	\$45.06	\$46.86	\$48.74	\$50.69	\$52.83	\$54.41
		\$86,658	\$90,124	\$93,729	\$97,478	\$101,377	\$105,432	\$109,879	\$113,175

\* Longevity 3% after 4 years at Step 7

**TO:** Sherwood City Council

**FROM:** Craig Sheldon, City Manager Pro Tem

**SUBJECT:** **Resolution 2024-019, Adopting City Council Pillars, Goals, and Deliverables for Fiscal Year 2024-2025**

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**Issue:**

Shall the City Council adopt City Council Pillars, Goals, and Deliverables for FY2024-25?

**Background:**

On February 3, 2024, the Sherwood City Council held a special meeting to review and discuss the current list and status of goals and deliverables that were adopted in 2023 and to consider and develop revised objectives for the upcoming FY 2024-25 fiscal year. The City contracted with Strategic Government Resources (SGR) who lead the meeting and the discussion.

Staff worked to refine and create a final working document to help define and clarify City Council's priorities and objectives for FY 2024-25. The final work product is provided as Exhibit A to the resolution.

By approving this resolution, the City Council is clearly identifying its priorities for the upcoming FY 2024-25. The purpose of adoption of this resolution is to provide to internal and external stakeholders the City Council's priorities.

**Financial Impacts:**

There are no additional direct financial impacts as a result of approval of this resolution, however funding will need to be identified and approved through the budget process.

**Recommendation:**

Staff respectfully recommends City Council approval of Resolution 2024-019, adopting City Council Pillars, Goals, and Deliverables for FY2024-2025.



## RESOLUTION 2024-019

### ADOPTING CITY COUNCIL PILLARS, GOALS AND DELIVERABLES FOR FY2024-2025

**WHEREAS**, the Sherwood City Council historically meets early in each calendar year in a goal setting session to identify specific Council Goals and Activities for the upcoming year and budget priorities for the upcoming fiscal year; and

**WHEREAS**, Council held a special meeting on February 3, 2024 to discuss and update their previous Council Goals and Activities that were approved by Resolution 2023-018; and

**WHEREAS**, the results of these meetings are identified in the attached as Exhibit A, FY2024-25 City Council Pillars, Goals, and Deliverables document; and

**WHEREAS**, by approving this document by resolution, Council is clearly identifying its priorities for the benefit of City staff to implement as well for the public and stakeholders to understand the Council priorities and objectives for FY2024-25.

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

**Section 1.** The Sherwood City Council approves the FY2024-25 Council Pillars, Goals, and Deliverable worksheet, attached as Exhibit A to this Resolution.

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

**Duly passed by the City Council this 19<sup>th</sup> of March 2024.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder



2024-2025 City Council Goals

Pillar 1: Economic Development

- Goals:
- ◇ Promote Strong Diverse Economic Growth Opportunities
  - ◇ Support New Commercial and Industrial Development in Targeted Employment Areas
  - ◇ Encourage Balancing of Sherwood's Tax Base
  - ◇ Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood
  - ◇ Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Promote Strong Diverse Economic Growth Opportunities				
Improve Development Code to Promote Stronger Economic Development	X	X		Code Audit and Stakeholder Meetings to Determine Opportunity for Improvement; Process Amendments
Identify target industries that will realistically offer diverse economy in Sherwood	X	X	X	The target industries list includes semiconductors/electronics, cleantech, robotics/automation, metals & machinery, aerospace, space, food & beverage manufacturing and other advanced manufacturing
Marketing approaches for available property	X	X	X	Develop targeted marking materials either online or hard copies
Support New Commercial and Industrial Development in Targeted Employment Areas				
Ask Metro to include Sherwood West into the UGB	X			An application is being submitted to Metro for consideration of expansion of Sherwood West into the UGB
Explore collaborations with schools on programmatic and facility partnerships	X	X	X	Work with Sherwood School District to support the District's Career & Technically Education (CTE) and STEM programs
Clarify infrastructure required and financial approach for targeted sites	X			Identify potential funding options for Ice Age Drive
Explore financing options available to support necessary infrastructure for economic development	X	X	X	Consider funding options (State economic development loans) and/or incentive programs
Encourage Balancing of Sherwood's Tax Base				
Create Annexation Policies & Processes to Manage our Growth Goals as it Relates to Infrastructure, School Capacity, & Long-Term Community Needs	X	X	X	Adopt new annexation policy in 2024 and implement on ongoing basis
Target Metrics for Jobs/Housing Balance	X			Identify goals and benchmarks for ratio of commercial / industrial to residential assessed property values
Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood				
Undertake analysis identifying industries in Portland area with higher than median household income	X	X	X	Evaluate highest paying industries in region that match Sherwood's land supply. Attract companies within higher paying industries.
Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character				
Complete Old Town Strategic Action Plan	X	X		Complete an Old Town Strategic Plan that may include: Old Town code update, vision for Cannery PUD, develop distinct branding, among others

2024-2025 City Council Goals

Pillar 2: Infrastructure

Goals:

- ◇ Build Key Pedestrian Connectors (Including Between Sherwood East and West and Cedar Creek Pedestrian Wildlife Undercrossing)
- ◇ Continue to invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond
- ◇ Continue Steps to Develop a New Public Works Facility
- ◇ Undertake Important Facility and Infrastructure Master Plans

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Build Key Pedestrian Connectors				
Between Sherwood East and West: Construct Pedestrian Bridge Over Highway 99	X	X		Substantial Completion in September 2025; Overall completion January 2026
Cedar Creek Pedestrian Wildlife Undercrossing:				
Update Flood Plain Maps	X	X		Start July 1, 2024
Pursue State and Federal Grant Opportunities	X	X	X	Ongoing
Continue to invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond				
Complete Sherwood Broadband Fiber to the Home Build Out	X	X	X	Benchmarks include: homes passed, mainline installed, service drops installed, customers signed up and support cases.
Develop Shovel Ready Fiber Expansion Projects	X	X	X	Pursue grant requests with State and Federal Funding/Grants for broadband.
Continue Steps to Develop a New Public Works Facility				
Identify Funding Sources	X	X	X	Pursue State and Federal Funding/Grant Opportunities
Design for Brownfield Clean Up Project	X	X	X	Identify needs and funding sources for clean up
Undertake Important Facility and Infrastructure Master Plans				
Update 2014 Transportation Master Plan	X	X		Start September 2024 with an approximate completion date of September 2026 (budget pending)
Update 2015 Water Master Plan			X	Start July 2026 (budget pending)
Update 2016 Storm Master Plan		X	X	Start July 2025 with approximate completion of January 2027 (budget pending)
Update 2016 Sanitary/Sewer Master Plan		X	X	Start July 2025 with approximate completion of January 2027 (budget pending)
Continue with high quality pavement condition as judged by the Pavement Condition Index (PCI) score	X	X	X	Maintain PCI of 80 for City streets
Asset Manage Plans	X	X	X	Maintain asset plans for Parks, Facilities, and Fleet

2024-2025 City Council Goals

Pillar 3: Livability & Workability

Goals:

- ◊ Age Friendly Community Initiative
- ◊ Work to Improve the Interconnectivity and Walkability of the Trail System
- ◊ Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs
- ◊ Invest in Community Enhancements and Art
- ◊ Invest in Parks and Public Gathering Spaces

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Age Friendly Community Initiative				
Implementation of ADA Transition Plan Recommendations	X	X	X	Replace 12 ADA ramps (pending budget)
Recognition for Age Friendly Businesses	X	X	X	Work in coordination with Chamber of Commerce to identify criteria
Work to Improve the Interconnectivity and Walkability of the Trail System				
Construction of Feeder Trail from Sherwood Blvd to Cedar Creek Trail	X	X		Completion Summer 2024
Pursue State and Federal Grant Opportunities	X	X	X	Funding for Cedar Creek Trail Phase II
Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs				
Assess and Monitor Housing Diversity by Type, Track Progress as possible	X	X	X	Staff to review possible ways to inventory housing types within Sherwood
Outreach to development community to discuss industry trends	X	X	X	Staff will set up discussions with key developers/builders to learn about industry trends and their impact on Sherwood
Actively Participate, as Needed, with Legislature and Rule Making Committees	X	X	X	Continue work with lobby consultant
Invest in Community Enhancements and Art				
Continue Investments by Public Art Fund (TLT Funding)	X	X		Update Public Art Master Plan to include funding model
Staff to develop program identifying and prioritize different investments in civic art		X	X	Identify an annual art project that may include interactive arts, large art, aesthetic treatments in targeted areas (old town), arts grant program, commercial design standards, art showings
Invest in Parks and Public Gathering Spaces				
Design Concepts for Single-Story Flex Building on Lot in Front of Arts Building	X	X		Re-evaluate Cannery PUD and Old Town Overlay
Acquire Park Land in Sherwood West Area	X	X	X	Identify appropriate land for trails, passive and active parks

2024-2025 City Council Goals

Pillar 4: Public Safety

Goals:

- ◊ Continue Police Career Cycle Planning
- ◊ Collaborate with School District on Efforts that Enhance the Safety and Security of Sherwood Youth
- ◊ Encourage Pedestrian, Bicycle and Driver Safety
- ◊ Enhance Overall Community Safety
- ◊ Continue Momentum Toward Addressing Mental Health Challenges in the Community

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Continue Police Career Cycle Planning				
Programs to Recruit and Retain Officers	X	X	X	Continue outreach methods to include a variety of online job boards/creative job postings to reduce barriers to apply. Have included Sabbatical/years of service for lateral applicants, workback program.
Collaborate with School District on Efforts that Enhance the Safety and Security of Sherwood Youth				
Work with SSD on Safe Route to School Programs	X	X	X	Focus on crosswalk safety at Middleton Elementary School (pending funding)
Maintain successful School Resource Officer program	X	X	X	Continue to allocate funding share with school district for SRO's at middle school and high school
Enhance School Safety	X	X	X	Assist as requested with threat assessment of school facilities and other preventative safety programs
Encourage Pedestrian, Bicycle and Driver Safety				
Improve Safety on County Owned Roads in Sherwood and UGB	X	X	X	Develop an Action Plan with County
Safety Improvements in School Zones	X	X	X	Traffic Safety Committee to review and make recommendation to City Council
Enhance Overall Community Safety				
Police Reserve Program	X	X	X	Reserve officers actively involved and present in community events
Use available data to assess community safety	X	X	X	Provide and publish annual reports
Continue Momentum Toward Addressing Mental Health Challenges in the Community				
Involve the Community and other Government Partners in Discussions on the Importance of Community Wellness and Mental Health Awareness	X	X	X	Utilitze County resources

2024-2025 City Council Goals

Pillar 5: Fiscal Responsibility

Goals:

- ◊ Pursue, Evaluate and Position the City to Maximize Available Revenue Sources
- ◊ Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents
- ◊ Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Pursue, Evaluate and Position the City to Maximize Available Revenue Sources				
Pursue Federal Grants and Monies	X	X	X	Number of grants identified and applied for
Pursue State Grants and Monies	X	X	X	Number of grants identified and applied for
Explore current and prospective revenue opportunities		X		Evaluate cost allocation, user fees and charges for services
Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents				
Banking Request For Proposal	X			Evaluate potential efficiencies and costs
Invest in Software Enhancements	X			Complete Financial software upgrade and Building Department implementation (required by January 2025).
Evaluate Transaction Processing Fees	X			Identify and evaluate city-wide processing fees and transaction policy and procedures for consistency
Organizational Assessment of Service Delivery	X	X		Review and evaluate services for improvement and efficiency
Identify Long Term Sustainable Funding Model for Library	X	X	X	Identify sources and develop action plan to address potential funding shortages
Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition				
Quarterly Budget Committee Meetings	X	X	X	Revenue and Expense Updates, New Budget Items, Long-Range Forecast
Evaluate Open Gov to Ensure it's Effectiveness as a Tool for City's Website	X			Evaluate if best tool to use (return on investment)

2024-2025 City Council Goals

Pillar 6: Citizen Engagement

Goals:

- ◊ *Improve Effective Communication to Modernize City-Wide Interaction*
- ◊ *Promote a High Level of Customer-Centric Approach to Citizens Interacting with the City*
- ◊ *Apply an Organizational Lens of Diversity, Equity, Inclusion, and Accessibility When Offering Services and Amenities to our Citizens*
- ◊ *Engage Youth in Local Government*

Deliverables:	Deliverable Time Frame			
	2024/25	2025/26	2026/27	
Improve Effective Communication to Modernize City-Wide Interaction				
Create new Website Platform and Enhance Social Media	X			Implementation of new website
Utilize Modern Communication Tools (Mobile Surveys, Text Messaging) to Solicited Feedback from Residents	X			Identify improvements/add ons based on tools available with new website
Improve Engagement and Communication	X	X	X	Continue to refine our marketing and branding materials for industry
Promote a High Level of Customer-Centric Approach to Citizens Interacting with the City				
Update Citizen Academy Program		X	X	Evaluate and improve Citizens Academy with the goal to bring it back in 2025
Develop a Comprehensive Approach to doing Surveys that Enables the Organization to Improve both the Strategy and Execution	X			Implementation of new website
Apply an Organizational Lens of Diversity, Equity, Inclusion, and Accessibility When Offering Services and Amenities to our Citizens				
Provide inclusive events and activities for all residents	X	X	X	Establish benchmark for programs, events and activities each fiscal year
Engage Youth in Local Government				
Continue Development of Youth Advisory Board	X	X		Evaluate current program and develop a strategic approach to promoting youth engagement in the Sherwood community

**TO:** Sherwood City Council

**FROM:** Jason Waters, P.E., City Engineer

**Through:** Craig Sheldon, City Manager Pro Tem and Ryan Adams, City Attorney

**SUBJECT: Resolution 2024-018, Authorizing the City Manager Pro Tem to Execute a Construction Contract with the Apparent Low Bid Contractor for the Cedar Creek Greenway Fence & Landscaping Restoration Project**

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**Issue:**

Shall the City Council authorize the City Manager Pro Tem to sign a Construction Contract with the Apparent Low Bid Contractor for the Cedar Creek Greenway Fence & Landscaping Restoration Project upon completion of the 7-day bid protest period?

**Background:**

This project will be completed by the City of Sherwood and the purpose of this project is to restore to like or better kind, the previous 6' tall pre-molded acoustic paneled fence that was removed by the recent federally funded trail project, with a new taller (7' & 8') pre-molded concrete acoustic paneled fence that extends further up and down the corridor than the previous fence.

This project will also extend the 4' tall chain link fence that was installed by the federally funded trail project, near the mailbox cluster boxes, south to the traffic signal to provide a more complete fence-barrier between the highway and pedestrian pathway that runs down the west side of SW Alexander Lane.

Lastly, this project will restore to like or better kind the landscaping at the north end of SW Alexander Lane and install new City irrigation systems in this area. The City, not the adjacent townhome HOA, will own the new fence and obtain the necessary permits from ODOT to construct, own & operate the acoustic paneled fence within ODOT right-of-way, similar to the new pathway and associated re-landscaped & City irrigated areas will all be owned & maintained by the City moving forward. Since the City will own the fence the City Council and City staff will select the type or style of fence based on price with aesthetics considered as part of the contractor selection process.

The City solicited competitive bids from contractors and will open bids on March 19, 2024, to determine the lowest responsive bid, and then must allow a seven (7) day protest period. Upon completion of this protest period, the City Manager Pro Tem will proceed with execution of a contract.

City staff expects the work to begin in April 2024 and the project will be substantially complete by June 30<sup>th</sup>.

**Financial Impacts:**

The engineer's estimated range of probable cost for this contract is \$300,000-\$375,000. Funding for the project was included in the FY23-24 budget and comes from the same transportation funding sources as the matching funds used for the recent federally funded regional trail project, although this project does not use any federal or outside funds; this is 100% locally funded project.

**Recommendation:**

Staff respectfully recommends adoption of Resolution 2024-018, authorizing the City Manager Pro Tem to Execute a Construction Contract with the Apparent Low Bid Contractor for the Cedar Creek Greenway Fence & Landscaping Restoration Project.





## RESOLUTION 2024-018

### **AUTHORIZING THE CITY MANAGER PRO TEM TO EXECUTE A CONSTRUCTION CONTRACT WITH THE APPARENT LOW BID CONTRACTOR FOR THE CEDAR CREEK GREENWAY FENCE & LANDSCAPING RESTORATION PROJECT**

**WHEREAS**, the City has identified the 6' tall pre-molded acoustic paneled fence along SW Alexander Lane recently removed by the federally funded trail project to be directly related to the recent construction of the regional trail and in need of replacement and landscaping restored to like or better kind; and

**WHEREAS**, the City completed the design, produced bid documents and solicited contractors using a competitive bidding process per ORS 279C, OAR 137-049; and

**WHEREAS**, the City has budgeted for the construction cost of this project within the FY 2023/2024 budget using the same transportation funds used as matching funds for the federal grant for the regional trail; and

**WHEREAS**, the City Council authorizes the City Manager to execute a Construction Contract with the low-bid Contractor.

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

**Section 1.** The City Manager Pro Tem is hereby authorized to execute a Construction Contract upon the completion of the seven (7) day bid protest period with the low responsive bidder.

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

**Duly passed by the City Council this 19<sup>th</sup> day of March 2024.**

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Kim Young, Council President

Attest:

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Sylvia Murphy, MMC, City Recorder

# Sherwood City Council Meeting

Date: March 19, 2024

- List of Meeting Attendees: ✓
- Request to Speak Forms: ✓
- Documents submitted at meeting: ✓

# Work Session

- “Food Cart Pod Code Update” PowerPoint presentation from Community Development Director Eric Rutledge,
- 
- Exhibit A

- “Food Cart Pod – Code Amendment Discussion” memo from Community Development Director Eric Rutledge,
- 
- Exhibit B

ATTENDANCE SHEET

NAME ADDRESS PHONE

Jana Mays	Wheatle	

# FOOD CART POD CODE UPDATE WORK SESSION

March 19, 2024

Eric Rutledge, Community Development Director



3/19/2024  
Date

WS  
Agenda Item

City Council  
Gov. Body

A  
Exhibit #

# FOOD CART DEFINITIONS

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Mobile Food Unit (Food Cart) - any vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway or waterway, on which food is prepared, processed or converted or which is used in selling and dispensing food to the ultimate consumer.



Mobile Food Unit Site (Food Cart Pod) – a site that consists of 5 or more mobile food units anchored by a permanent covered dining pavilion and restroom facilities





# EXISTING CODE OVERVIEW

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- Individual food carts permitted as a Conditional Use. Must be “customary and integral” to a permitted use on the same site.
- Food cart **pods** not permitted

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## *SZCDC 16.98.040 Outdoor Sales and Merchandise Display*

*Outdoor sales and merchandise display activities, including sales and merchandise display that is located inside when the business is closed but otherwise located outside, shall be permitted when such activities are deemed by the Commission to be a customary and integral part of a permitted commercial or industrial use.*

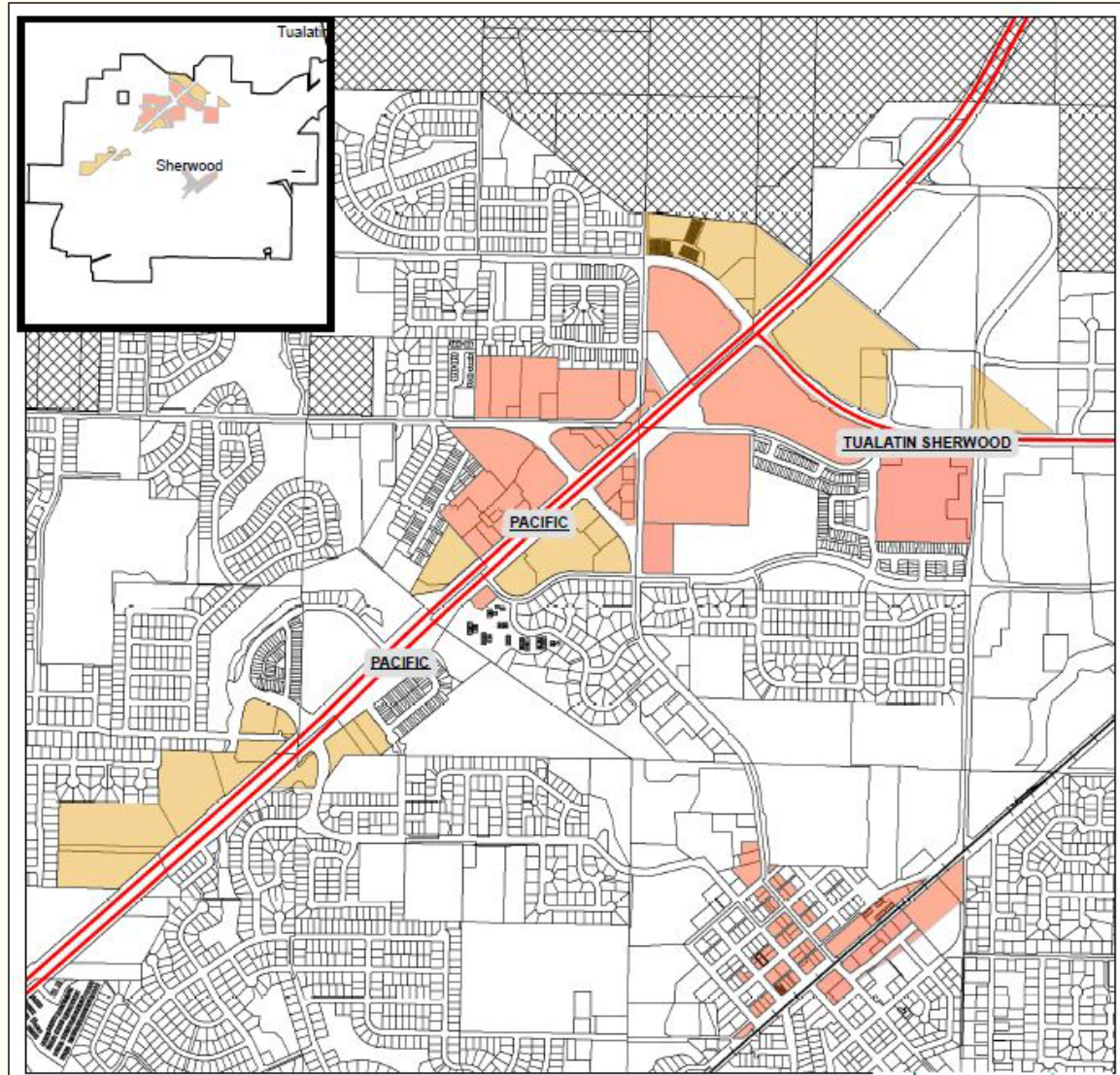
*1. Permanent outdoor sales and merchandise display are in use year round or in excess of four (4) months per year and require the location to be reviewed through a site plan review. They will be reviewed as conditional uses in accordance with [Chapter 16.82](#). Permanent outdoor and merchandise display are subject to the standards outlined in subsection B, below.*

*3. Food vendors including food carts, ice cream trucks, hotdog stands or similar uses are only permitted as a permanent outdoor sale use as described in A.1 above.*









# FOOD CART POD ZONES



Proposed zones permitting food cart pods

## Legend

### Zone District

	RC		Outside City Limits
	GC		Taxlots

# DRAFT FOOD CART POD CODE

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## Approval Process

- Type III Conditional Use and Type IV Site Plan Review

## Minimum Number of Food Carts

- Five (5)

## Required Structures

- Enclosed building or pavilion for seating (1,000 SF minimum)
- Permanent indoor restroom

## Utilities

- Permanent underground connections required for water, sewer, power





# DRAFT FOOD CART POD CODE

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## Design Standards

- Existing commercial building design standards for permanent structures
- New / additional design standards for pavilions

## Setbacks

- Setbacks of underlying zone for permanent structures
- New / additional setbacks for individual food carts

## Parking

- 2 vehicle stalls per food cart
- 0.5 bicycle stalls per food cart





# DISCUSSION QUESTIONS

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- Comments, questions, or proposed changes to the draft code?
- Would City Council benefit from a site visit to a food cart pod?
- Should staff bring forward a legislative amendment for consideration?

# FOOD CART POD CODE UPDATE WORK SESSION

March 19, 2024

Eric Rutledge, Community Development Director





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Tim Rosener

**Council President**  
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**Councilors**  
Renee Brouse  
Taylor Giles  
Keith Mays  
Doug Scott  
Dan Standke

**City Manager Pro Tem**  
Craig Sheldon

**Assistant City Manager**  
Kristen Switzer

To: Sherwood City Council  
From: Eric Rutledge, Community Development Director  
Date: March 19, 2024  
Re: Food Cart Pod – Code Amendment Discussion

### Background

The purpose of this work session is to discuss a potential code update that would allow private Food Cart Pods to be developed in the city. The Sherwood Municipal Code allows individual food carts with a Conditional Use Permit but does not permit a “pod” style development<sup>1</sup>. As proposed, a food cart pod would consist of a minimum of five food carts, a permanent restroom, and a permanent pavilion or enclosed building. The draft code included as Attachment A is based on feedback from City Council and Planning Commission through various work sessions in 2023 and 2024.

### Draft Food Cart Pod Code

The draft code would allow food cart pods subject to the following:

- Zoning – General Commercial and Retail Commercial (Attachment B)
- Approval Procedures – Type III Conditional Use and Type IV Site Plan
- Development and Design Standards
  - Minimum five (5) food carts required
  - Permanent restroom sized for the site
  - Minimum 1,000 SF enclosed building or pavilion
  - Permanent utility connections (water, sewer, electric)
  - Existing building design standards for commercial zones and the Old Town Overlay apply to enclosed structures
  - New design standards developed for pavilions

<sup>1</sup> Individual food carts are permitted as a Conditional Use when associated with a permanent use on the same site (SZCDC 16.98.040). Individual food carts must be “customary and integral” to a permitted commercial use. Standalone food carts that are not customary and integral to a permitted use are not allowed.

3/19/2024  
Date

City Council  
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WS  
Agenda Item

B  
Exhibit #

- Setbacks standards of underlying zone for permanent structures including pavilions
- Additional / new setback standards for individual food carts
- Two off-street parking stalls per food cart

**Discussion Questions**

- Are there comments, questions, or proposed changes to the draft code?
- Would City Council benefit from a site visit to a food cart pod prior to considering the legislation?
- Should staff move forward with a legislative amendment for considering by Planning Commission and City Council?

Attachments:

- A. *Draft Code*
- B. *General Commercial and Retail Commercial Zone Map*

**Chapter 16.39 Food Cart Pods****16.39.010 Purpose and Definitions**

- A. Purpose. Mobile food units can provide opportunities for small scale entrepreneurship and provide unique eating establishments and community gathering spaces for the public. The purpose of this section is to allow for mobile food unit sites or “food cart pod” sites where mobile food units or “food carts” can be parked on a long-term basis. As defined below, a minimum of five (5) food carts are required in a food cart pod.

The standards in this section are intended to ensure that food carts and food cart pods are developed and operated as lawful uses and in a manner that is not detrimental or disruptive in terms of appearance or operation to neighboring properties and residents.

- B. Exemptions.
1. Mobile food units operated as part of an approved special event permit application.
- C. Definitions.
1. Mobile Food Unit (Food Cart) - any vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway or waterway, on which food is prepared, processed or converted or which is used in selling and dispensing food to the ultimate consumer.
  2. Mobile Food Unit Site (Food Cart Pod) – a site that consists of 5 or more mobile food units anchored by a permanent covered dining pavilion and restroom facilities

**16.39.020 Food Cart Pod Permit Procedures**

- A. Mobile food cart pod site permits will be processed as follows:
1. Site Plan Review and Conditional Use Permit. All mobile food cart pod sites are required to be reviewed as a Type IV Site Plan and Type III Conditional Use Permit in accordance with Chapter 16.72 of this code.
  2. Submittal Requirements. An application for a mobile food cart pod shall include the following:
    - a. A completed land use application form and supplemental documentation as required by the form. Supplemental documentation may include:
      - i. Clean Water Services Service Provider Letter
      - ii. Tualatin Valley Fire and Rescue Service Provider Letter
      - iii. Preliminary Stormwater Report
      - iv. Traffic Impact Analysis
      - v. Written narrative describing the project and addressing the applicable code standards and criteria
    - b. Information and plan details described in the Site Plan Review checklist provided by the City, including existing conditions and proposed development plans. In addition to the information listed in the Site Plan

Review checklist, the following information is required for review of a Food Cart Pod:

- i. Within the boundaries of the mobile food cart pod site, the location of all mobile food units, seating areas, sanitation facilities, and any accessory items or structures.
- ii. The proposed distance between the mobile food units and adjacent lot lines, other mobile food units and other on-site structures.
- iii. The orientation of service windows and doors on the mobile food units and the location of queuing areas.

#### **16.39.030 Food Cart Pod Development Standards.**

The following standards apply to food cart pod sites.

- A. Optional Storage Structures - a maximum of two enclosed accessory storage buildings or structures are permitted per site, provided that the combined square footage does not exceed four hundred (400) square feet and the height of each does exceed 10 ft. Outdoor storage of equipment and material for the site and/or for individual food carts is prohibited.
- B. Required Trash Receptacles and Enclosures
  1. Individual trash receptacles (i.e. not a shared enclosure) are required and shall be dispersed throughout the food cart pod for customer use.
  2. A minimum of one screened trash enclosure for the site is required meeting the approval of Pride Disposal.
- C. Required Structures
  1. All required structures shall meet setback requirements of the Retail Commercial (RC) and General Commercial zones, as well as the separation and setback requirements of the Building Code.
  2. A minimum of one permanent indoor restroom adequately sized to serve the site is required. Portable toilets are not permitted. The design of the restroom structure shall meet the design standards in subsection (3) of this section.
  3. Food Cart Pod Dining Building or Pavilion. A site shall have a pavilion or building of no less than 1,0000 SF to provide weather protection and comfort to dining customers. Enclosed buildings shall meet the urban design standards in Section 16.90.020(D)(6)(a) – (c) of this code. Enclosed buildings located on lots within the Old Town Overlay District shall meet the design standards of Section 16.162 of this code. The following design standards apply to pavilions:
    - a. Primary Exterior Finish Materials - The purpose of this standard is to encourage high-quality materials that are complementary to the traditional materials used in Sherwood. Natural building materials are preferred, such as wood, cedar shake, brick, and stone. Composite boards manufactured from wood in combination with other products,

such as hardboard or fiber cement board (i.e. HardiPlank) may be used when the board product is less than six (6) inches wide.

- b. Secondary Exterior Finish Materials - These materials may include plain or painted concrete block, plain concrete, corrugated metal, full-sheet plywood, fiberboard or sheet pressboard (i.e., T-111), vinyl and aluminum siding, and synthetic stucco (i.e. DryVit and stucco board). Secondary materials shall cover no more than ten percent (10%) of a surface area of each facade and shall not be visible from the public right-of-way.
  - c. Color of Structures - The color of all painted or colored exterior materials shall be earth tone. A color palette shall be submitted and reviewed as part of the land use application review process and approved by the hearing authority.
- E. Minimum Setbacks and Separation Distance of Food Carts. Food Carts on the site shall be located at a minimum of:
  - 1. Ten (10) feet from any front lot line
  - 2. Five (5) feet from any side or rear lot line, except if a site abuts a residential district the minimum setback of mobile food units to the side and rear lot line shall be twenty (20) feet.
  - 3. Windows and doors used for service to customers shall be located a minimum of ten (10) feet from loading areas, driveways, and on-site circulation drives, and a minimum of five (5) feet from bicycle parking spaces.
- F. Screening from residential properties
  - 1. If the food cart pod site is adjacent to a residentially zoned property, the food cart pod shall be screened from the property. Screening shall be provided by a continuous, sight-obscuring fence. Fences shall be constructed of wood, metal, brick, concrete, or other appropriate material as determined by the Hearing Authority. Chain-link fencing with slats shall not be accepted. Hedges may be used in addition to fencing but shall not replace the fence requirement.
- G. Obstruction of Vehicular and Pedestrian Use Areas and Landscape Areas. No mobile food unit or associated elements, such as aboveground power cords, seating areas, trash receptacles, signs, and customer queuing areas, shall occupy bicycle parking spaces, loading areas, or walkways. Mobile food units shall not occupy landscaping areas.
- I. Surfacing. All mobile food units shall be placed on hard-surfaced area and all walkways within the site shall be hard surfaced as determined by the Hearing Authority. Parking, loading, and maneuvering areas for vehicles shall be constructed of concrete or asphalt.
- J. Driveway access and drive aisles providing off-street parking and loading for vehicles shall meet the requirements of Chapter 16.94, Off-Street Parking Standards.



- D. Signs.
  - 1. Signs shall comply with the requirements of Section 16.101 Permanent Signs and 16.102 Temporary, Portable, and Banner Signs of this code.
  - 2. Additional portable signs within a food cart pod site are permitted but shall not be located within pedestrian walkways and shall not be visible from the public right of way.
- K. Intersection Sight Distance and Clear Vision Areas. The mobile food unit and any attachments or accessory items shall comply with the intersection sight distance and clear vision areas.
- L. Lighting. Exterior site lighting shall be provided to ensure safety for businesses and customers but shall be designed to minimize impacts to adjacent properties. Heat and light glare associated with a Food Cart Pod shall also meet the requirements of Section 16.152 Heat and Glare of this code.
- M. Required Vehicular and Bicycle Parking.
  - 1. Minimum two (2) vehicle parking spaces per food cart
  - 2. Minimum 0.5 bike parking spaces per food cart.
  - 3. For every five (5) food carts a site, provide one (1) long-term bicycle space with weather protection
- N. Landscaping, Visual Corridor, Street Trees. All sites shall be required to meet the requirements in Chapter 16.92 Landscaping, 16.140.040, Visual Corridors, and 16.140.060 Street Trees.
- O. Hours of Operation: A food cart pod site abutting a residential use may operate during day hours between 7:00 a.m. and 9:00 p.m. Monday through Friday and 8:00 a.m. and 9:00 p.m. Saturday and Sunday. The Hearing Authority may further limit hours of operation to ensure compatibility with abutting residential uses.

#### **16.39.040 Food Cart Pod Utility Standards**

- A. Food Cart Pods sites are subject to the following utility standards:
  - 1. All permanent utilities shall be placed underground.
  - 2. Food carts and restrooms shall connect to a permanent sanitary sewer system in conformance with state plumbing code.
  - 3. Food carts shall provide an approved grease interceptor for the disposal of fats, oils, and grease.
  - 4. Food carts shall connect to a permanent water source in conformance with state plumbing code.
  - 6. Food carts and on-site structures (i.e. restrooms and pavilion) shall connect to a permanent power source. Power connections must be undergrounded. Generators are prohibited.

7. All utilities shall be placed or otherwise screened, covered, or hidden from view of the right-of-way as to minimize visual impacts and prevent tripping hazards or other unsafe conditions

#### **16.39.050 Food Cart Design Standards**

The following standards apply to each mobile food unit on the site.

- A. Attachments. Attachments to the food cart, such as awnings or canopies, are permitted only if they are supported entirely by the unit and do not touch the ground. Neither the food cart nor any item relating to the unit shall lean against or hang from any structure or pole. No structures such as decks shall be attached to the mobile food unit.
- B. Accessory Storage. Items relating to the food cart shall be stored in or under the unit.
- C. Interior Seating or Vending. Customer seating or vending inside the mobile food unit is prohibited.
- D. Accessory items. Food carts shall enclose or screen from view of the right of way and abutting residentially zoned property all accessory items not used by customers, including but not limited to, tanks, barrels, grills, smokers, and other accessory items.
- E. Skirting. Skirting shall be placed around the entire perimeter of the food cart.
- F. Drive-Thru Service. Drive-thru service or sales at a mobile food unit is prohibited.
- H. Other Licenses Required. In addition to the requirements of this section, the operator of a mobile food unit must have an active City and State business license and must comply with the permit requirements of the Washington County Environmental Health Department, Tualatin Valley Fire and Rescue, and the Oregon Liquor and Cannabis Commission.

#### **16.39.060 Food Cart Pod Conditions of Approval**

- A. A conditional use permit is required for a food cart pod site, and shall meet the requirements of Chapter 16.82, Conditional Uses. The applicant is required to meet the approval criteria in Section 16.82 .020(C). The Hearing Authority may impose conditions of approval pursuant to Section 16.82.020(D) to protect the best interests of the surrounding properties and neighborhood.

#### **16.39.070 Food Cart Pod Approval Period and Time Extension**

- A. A food cart pod site approval is valid for two years from the date of the final Notice of Decision. An extension of the Site Plan approval may be granted pursuant to Section 16.90.020(F) of this code.
- B. Upon approval for a Mobile Food Cart Pod development by the Hearing Authority, the applicant shall prepare a final site plan for review and approval pursuant to Chapter

16.72, Procedures for Processing Development Permits. The final site plan shall include any revisions or other features, or conditions required by the Hearing Authority at the time of the approval of the Food Cart Pod development.

**16.39.080 Food Cart Pod Code Compliance**

- A. After reviewing a complaint, the Community Development Director or designee shall compel measures to ensure compliance with the land use approval, compatibility with the neighborhood, and conformance with this section. Complaints may be originated by the City of Sherwood or the public. Complaints from the public shall clearly state the objection to the mobile food cart site, such as:
1. Generation of excessive traffic;
  2. Generation of excessive noise or litter;
  3. Other offensive activities not compatible with the surrounding area.

**16.22.020 Uses**

- A. The table below identifies the land uses that are permitted outright (P), permitted conditionally (C), and not permitted (N) in the Commercial Districts. The specific land use categories are described and defined in Chapter 16.88 Use Classifications and Interpretations.
- B. Uses listed in other sections of this code, but not within this specific table are prohibited.
- C. Any use not otherwise listed that can be shown to be consistent or associated with the uses permitted outright or conditionally in the commercial zones or contribute to the achievement of the objectives of the commercial zones may be permitted outright or conditionally, utilizing the provisions of Chapter 16.88 Use Classifications and Interpretations.
- D. Additional limitations for specific uses are identified in the footnotes of this table.

	OC	NC <sup>1</sup>	RC	GC
<b>RESIDENTIAL</b>				
• Multi-Family dwelling housing, subject to all of the following:	P	P	P	P
1. Multi-family housing is only permitted on one or more of the upper floors of a building and only when a non-residential use that is permitted in the underlying zone is located on the ground floor. Parking is not a permitted ground floor use. The ground floor non-residential use must occupy the entire ground floor, with the exception of a lobby, utilities, stairways, elevators, and similar facilities.				
2. Site plan review process in section 16.90.020.D.6.				
3. Maximum density limits of the High Density Residential (HDR) zone.				
4. Dimensional standards of the underlying zone.				
5. The minimum ceiling height shall be 12 feet measured from the finished floor to the lowest point of the surface of the ceiling.				
6. If any part of a structure is within 100 feet of a residential zone, the height limits of the HDR zone shall apply.				
7. A building with multi-family housing is limited to two stairwells that can be entered from the ground floor of the building. There are no limits on the number of stairwells that are not able to be entered from the ground floor except as provided by this code.				
8. The required parking for the multi-family housing use shall be in addition to the minimum required for the non-residential use(s).				
• Residential care facilities	N	N	C	C
• Dwelling unit, including a manufactured home, for one (1) security person employed on the premises and their immediate family, and other forms of residence normally associated with a conditional use, as determined by the City.	P	P	P	P
<b>CIVIC</b>				
• Hospitals	N	N	C	C
• Correctional institutions	N	N	N	C
• Cemeteries and crematory mausoleums.	N	N	C	C
• Police and fire stations and other emergency services	N	C	C	C
• Vehicle testing stations	N	N	N	C
• Postal services - Public	N	C	C	C
• Postal substations when located entirely within and incidental to a use permitted outright.	P	P	P	P
• Public use buildings, including but not limited to libraries, museums, community centers, and senior centers, but excluding offices	C	C	C	C

• Public and private utility structures, including but not limited to telephone exchanges, electric substations, gas regulator stations, treatment plants, water wells, and public work yards.	N	N	C	C
• Small-scale power generation facilities.	P	P	P	P
• Large-scale power generation facilities.	N	N	N	C
• Public recreational facilities including parks, trails, playfields and sports and racquet courts on publicly owned property or under power line easements	C	N	C	C
• Religious institutions, private fraternal organizations, lodges and secondary uses	C	N	P	P
• Public and private schools providing education at the elementary school level or higher	C	C	C	C
<b>COMMERCIAL</b>				
• Commercial trade schools, commercial educational services and training facilities	C	N	P	P
<b>Entertainment/recreation</b>				
• Adult entertainment business, subject to Section 16.54.010	N	N	N	P
• Motion picture and live theaters within enclosed building	N	N	P	P
• Drive-in motion picture theaters	N	N	N	N
• Country clubs, sports and racquet clubs and other similar clubs.	N	N	C	C
• Golf courses	N	N	N	N
• Indoor recreation facilities such as arcades, mini-golf, or bounce house facilities <sup>4</sup>	N	N	P	P
Hotels and motels	C	N	P	P
<b>Motor Vehicle related</b>				
• Motorized vehicle and sport craft repairs and service	N	C	C	P
• Motorized vehicle and sport craft repair and service clearly incidental and secondary to and customarily associated with a use permitted outright or conditionally.	C	C	P	P
• Motorized vehicle, sport craft and farm equipment rental or sales and display area with more than 5% external sales and display area, up to a maximum of 5,000 square feet.	N	N	N	C
• Motorized vehicle, sport craft and farm equipment rental or sales and display area primarily within entirely enclosed building with no more than 5% or 5,000 square feet of outdoor display area, whichever is less.	N	N	C	P
• Automotive, boat, trailer and recreational vehicle storage	N	N	N	N
• Vehicle fueling stations or car wash facilities	N	N	C	P
• junkyards and salvage yards	N	N	N	N
• Manufactures home sales and display area	N	N	N	N
<b>Office and Professional Support services</b>				
• Business and professional offices.	P	P	P	P
• Medical and dental offices and urgent care facilities	P	P	P	P
• Business support services such as duplicating, photocopying, mailing services, fax and computer facilities	P	P	P	P
• Any incidental business, service, processing, storage or display, not otherwise permitted, that is essential to and customarily associated with a use permitted outright, provided said incidental use is conducted entirely within an enclosed building	C	C	C	C
<b>Childcare</b>				
• Day cares, preschools, and kindergartens, when clearly secondary to a permitted use	P	P	P	P
• Day cares, preschools, and kindergartens as a stand-alone use.	N	P	P	P
<b>General Retail - sales oriented</b>				
• General retail trade, not exceeding 10,000 square feet of gross square footage.	P	P	P	P
• General retail trade greater than 10,000 square feet of gross square footage	N	P	P	P

• Tool and Equipment Rental and Sales, Including Truck Rental	N	N	C	P
• Retail plant nurseries and garden supply stores (excluding wholesale plant nurseries)	N	N	P	P
• Wholesale building material sales and service	N	N	N	P
• Retail building material sales and lumberyards.	N	N	C <sup>5</sup>	P
<b>Personal Services</b>				
• Health clubs and studios less than 5,000 square feet in size.	P	P	P	P
• Health clubs and studios greater than 5,000 square feet in size	N	N	C	P
• Personal services catering to daily customers where patrons pay for or receive a service rather than goods or materials, including but not limited to financial, beauty, pet grooming, and similar services.	N	P	P	P
• Public or commercial parking (non-accessory)	C	C	P	P
• Veterinarian offices and animal hospitals.	N	N	C	P
• Animal boarding/Kennels and daycare facilities with outdoor recreation areas <sup>6</sup>	N	N	C	C
<b>Eating and Drinking establishments</b>				
• Restaurants, taverns, and lounges without drive-thru <sup>7</sup>	P	C	P	P
• Restaurants with drive-thru services	N	N	P	P
• Food Cart Pod Sites <sup>8</sup>	N	N	C	C
<b>INDUSTRIAL</b>				
• Limited manufacturing entirely within an enclosed building that is generally secondary to a permitted or conditional commercial use	N	C	C	P
• Medical or dental laboratories	N	N	C	P
<b>WIRELESS COMMUNICATION FACILITIES</b>				
• Radio, television, and similar communication stations, including associated transmitters.	N	N	N	C
• Wireless communication towers and transmitters <sup>8,9</sup>	C	C	C	C
• Wireless communication facilities on City-owned property	P	P	P	P
• Wireless communication antennas co-located on an existing tower or on an existing building or structure not exceeding the roof of the structure	P	P	P	P
<b>OTHER</b>				
Agricultural uses including but not limited to:	N	N	P	P
• Farm equipment sales and rentals				
• Farming and horticulture				
• Truck and bus yards	N	N	N	P

<sup>1</sup> See special Criteria for the NC zone, 16.22.050.

<sup>2</sup> The residential portion of a mixed use development is considered secondary when traffic trips generated, dedicated parking spaces, signage, and the road frontage of residential uses are all exceeded by that of the commercial component and the commercial portion of the site is located primarily on the ground floor.

<sup>3</sup> Except in the Adams Avenue Concept Plan area, where only non-residential uses are permitted on the ground floor.

<sup>4</sup> If use is mixed with another, such as a restaurant, it is considered secondary to that use and permitted, provided it occupies less than fifty (50) percent of the total area.

<sup>5</sup> All activities are required to be within an enclosed building.

<sup>6</sup> Animal boarding/kennels and daycare facilities entirely within an enclosed building are considered "other personal service."

<sup>7</sup> Limited to no more than ten (10) percent of the square footage of each development in the Adams Avenue Concept Plan area.

<sup>8</sup> See special standard criteria for Mobile Food Unit Sites in Chapter 16.39

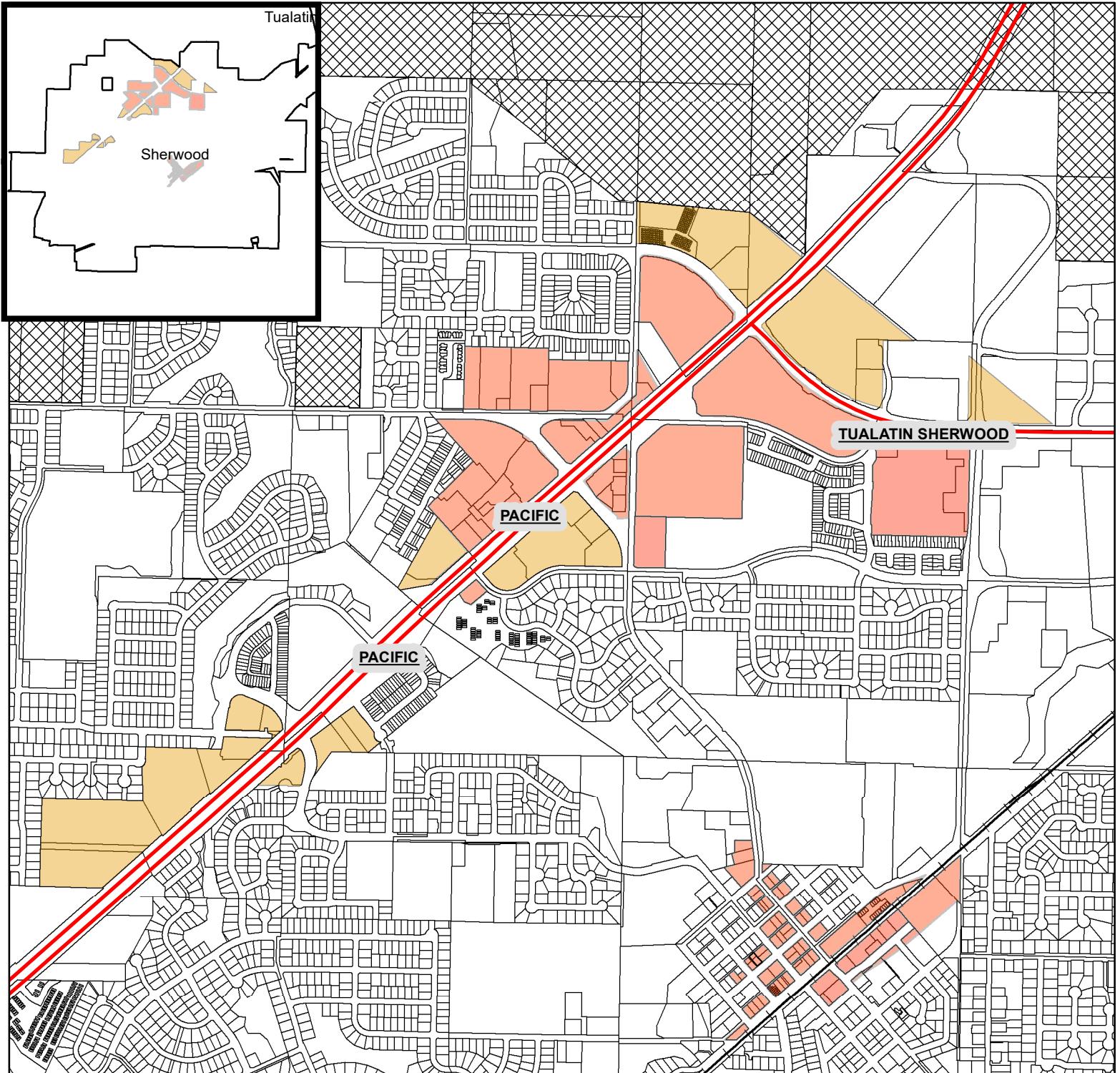
<sup>8 9</sup> e Except for towers located within one thousand (1,000) feet of the Old Town District which are prohibited.

(Ord. No. 2021-010 , § 2, 12-7-2021; Ord. No. 2021-008 , § 2, 9-21-2021; Ord. No. 2012-011, § 2, 8-7-2012)

# Zoning Map







## Retail Commercial and General Commercial Zone Districts

Attachment B



### Legend

#### Zone District

- |   |   |   |
|---|---|---|
|  RC |  Outside City Limits |  Major Arterial Highways |
|  GC |  Taxlots             |  Sherwood_Railway        |



0 0.25 0.5 Miles

N





# Approved Minutes



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**March 19, 2024**

**WORK SESSION**

1. **CALL TO ORDER:** Council President Young called the meeting to order at 6:30 pm.
2. **COUNCIL PRESENT:** Council President Kim Young, Councilors Keith Mays, Doug Scott, and Renee Brouse. Councilor Taylor Giles arrived at 6:40 pm. Mayor Tim Rosener and Councilor Dan Standke were absent.
3. **STAFF PRESENT:** City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, Senior Planner Joy Chang, Finance Director David Bodway, Deputy City Attorney Michelle Teed, Police Chief Ty Hanlon, IT Manager Richard McCord, HR Director Lydia McEvoy, and City Recorder Sylvia Murphy.
4. **TOPICS:**

**A. Food Cart Code Discussion**

Community Development Director Eric Rutledge presented the "Food Cart Pod Code Update" PowerPoint presentation (see record, Exhibit A) and provided an overview of the definitions for "Mobile Food Unit (Food Cart)" and "Mobile Food Unit Site (Food Cart Pod)." He reported that under the current code, food carts were permitted as a Conditional Use but were required to be associated with a brick-and-mortar store and must be "customary and integral." He clarified the Conditional Use Permit required a Site Plan Review, which was a public hearing process. Permitted food cart pod zones would be General Commercial and Retail Commercial, and included Commercial properties within Old Town, provided owners met the site requirements. He outlined that food cart pods could also be located within an underutilized parking lot or on a vacant lot and reiterated that all code standards still needed to be met. He provided an overview of the draft food cart pod code on page 5 of the presentation and explained that it would be a Type III Conditional Use and Type IV Site Plan Review. Mr. Rutledge outlined that other requirements included a minimum of five food carts and an enclosed building or pavilion for seating that was a minimum of 1,000 sqft with permanent indoor restrooms. Councilor Scott suggested using a minimum number of seats per food cart to determine the appropriate size of the permanent building/pavilion and commented that he wanted food cart pods to look upscale. Mr. Rutledge clarified that hard surfaces were required for the site, which included parking and walkways. He reported that food cart pods would require permanent underground connections for water, sewer, and power. He provided an overview of the design standards and stated that existing commercial building design standards applied for permanent structures and new/additional design standards applied for pavilions. He addressed setbacks for food cart pods and reported that the underlying zone applied for permanent structures and new or additional setbacks for individual food carts would also apply. He addressed parking requirements and stated that two vehicle stalls and .5 bicycle stalls were required per food cart. Councilor Giles asked how the number was determined and Mr. Rutledge replied he believed it was based



on other jurisdictions, but reported he would review the figure to ensure that the number was not excessive. Council President Young asked regarding parking requirements and Old Town and Community Development Director Rutledge replied that the Old Town parking exemption would apply. He stated that the Planning Commission would be the final decision maker for food cart pod applications. Councilor Scott stated he was pleased with the draft code, but he wanted to tie the size of the permanent structure to the number of food carts to ensure that the indoor space was large enough. Council President Young asked regarding temporary food carts and stated that enforcement of temporary food cart vendors was complaint driven and discussion occurred. Councilor Scott and Councilor Mays stated they supported bringing forward the food cart pod code for Council consideration. Council discussed the possibility of touring neighboring food cart pod locations.

*Record note: Prior to the meeting, Community Development Director Eric Rutledge provided Council with the "Food Cart Pod – Code Amendment Discussion" memo (see record, Exhibit B).*

## **5. ADJOURN:**

Council President Young adjourned the work session at 6:55 pm and convened a regular session.

## **REGULAR SESSION**

- 1. CALL TO ORDER:** Council President Young called the meeting to order at 7:00 pm.
- 2. COUNCIL PRESENT:** Council President Kim Young, Councilors Keith Mays, Doug Scott, Taylor Giles, and Renee Brouse. Mayor Tim Rosener and Councilor Dan Standke were absent.
- 3. STAFF PRESENT:** City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, Senior Planner Joy Chang, Finance Director David Bodway, Deputy City Attorney Michelle Teed, Police Chief Ty Hanlon, IT Manager Richard McCord, City Engineer Jason Waters, HR Director Lydia McEvoy, and City Recorder Sylvia Murphy.

## **4. APPROVAL OF AGENDA:**

**MOTION: FROM COUNCILOR MAYS TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 5:0; ALL PRESENT MEMBERS VOTED IN FAVOR (MAYOR ROSENER AND COUNCILOR STANDKE WERE ABSENT).**

Council President Young addressed the next agenda item.

## **5. CONSENT AGENDA:**

- A. Approval of March 5, 2024 City Council Meeting Minutes**
- B. Resolution 2024-014, Appointing Deborah Diers to the Charter Review Committee**
- C. Resolution 2024-015, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Washington County for Transportation Planning in the Sherwood West Urban Growth Boundary Expansion Area**
- D. Resolution 2024-016, authorizing submittal of an Oregon Safe Routes to School Competitive Grant for crossing enhancements on SW Sunset Blvd at SW Timbrel Lane**
- E. Resolution 2024-017, Ratifying the Collective Bargaining Agreement with AFSCME**



**F. Resolution 2024-019, Adopting City Council Pillars, Goals, and Deliverables for Fiscal Year 2024-2025**

**MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 5:0; ALL PRESENT MEMBERS VOTED IN FAVOR (MAYOR ROSENER AND COUNCILOR STANDKE WERE ABSENT.**

Council President Young addressed the next agenda item.

**6. CITIZEN COMMENT:**

There were no citizen comments and Council President Young addressed the next agenda item.

**7. PRESENTATIONS:**

**A. Proclamation Proclaiming April 1-5, 2024 As National Community Development Week**

Council President Young announced that April 1-5, 2024 had been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) program and the HOME Investment Partnership (HOME) Program. She stated that historically, Sherwood had received CDBG grants totaling over \$2.28 million. She reported that most of the Senior Center improvements have been funded through the CDBG program. She stated that other CDBG funded improvements throughout Sherwood included well improvements, Old Town sidewalks; Old Town and Washington Hill water lines; and City Hall ADA access. Council President Young stated that the CDBG program was first authorized by Congress under the Housing and Community Development Act of 1974 to help cities and urban counties with housing and community development projects. She outlined that some of the major objectives of the program included meeting the needs of the low- and moderate-income population; eliminating and preventing the creation of slums and blights; and meeting other urgent housing and community development needs. Council President Young read aloud the proclamation. She stated the CDBG provided annual funding and flexibility to local communities to provide decent, safe and sanitary housing; suitable living environments; and economic opportunities to low-and-moderate-income people. The HOME Program provided funding to local communities to create decent, safe, and affordable housing opportunities for low-income people and over one million units of affordable housing had been completed using HOME funds nationally. Council President Young stated that both the Community Development Block Grant program and the Home Investment Partnership program had made, "tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community." She urged Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY2024. Council President Young reported that these were federal funds that were managed locally by a Washington County policy board and spoke on her time serving on the board.

Council President Young addressed the next agenda item.

**8. NEW BUSINESS:**

**A. Resolution 2024-018, Authorizing the City Manager Pro Tem to Execute a Construction Contract with the Apparent Low Bid Contractor for the Cedar Creek Greenway Fence & Landscaping Restoration Project**



City Engineer Jason Waters reported that the city had only received one bid for the project and explained that the bid was much higher than the engineering estimate. He reported that the engineering estimate was \$375,000 whereas the bid was over \$709,000. He explained that because of the price discrepancy, he recommended that no action be taken on this item, and staff would re-bid the project. He explained that staff would require a pre-bid meeting to attract the right kind of fence contractors as this project was "more of an aesthetic barrier" and not a sound wall. City Engineer Waters reported that staff would increase the engineering estimate by \$100,000, eliminate the pre-qualifications, and make a pre-bid meeting mandatory. He stated he hoped the new RFP would result in 3-5 responses. He stated that a resolution would be presented at the April 16<sup>th</sup> City Council meeting.

Council President Young addressed the next agenda item.

#### **9. CITY MANAGER REPORT:**

Assistant City Manager Kristen Switzer reported a Murdock Park open house would be held on March 21<sup>st</sup> to discuss the update to the Murdock Park Master Plan. She reported that the deadline for the "If I Were Mayor..." student contest was March 22<sup>nd</sup>. She reported that the State of the City event would be held on April 17<sup>th</sup> at the Sherwood Center for the Arts.

Council President Young addressed the next agenda item.

#### **10. COUNCIL ANNOUNCEMENTS:**

Councilor Giles reported that he attended the National League of Cities conference where they lobbied on behalf of Oregon and Sherwood. He stated projects included continued funding for Sherwood Broadband and protections for cities that discovered PFAS contamination in their water.

Councilor Mays reported that he attended the WCCC meeting on March 18<sup>th</sup> where it was recommended that roughly \$15 million in MSTIP funding be awarded for Edy Road improvements and transportation planning for Sherwood West.

Council President Young reported that she attended the Westside Economic Alliance policy conference and spoke on the event. She reported she attended the Chamber of Commerce breakfast where CWS provided a presentation.

Councilor Mays reported that the first Charter Review Committee meeting would be held on March 21<sup>st</sup>.

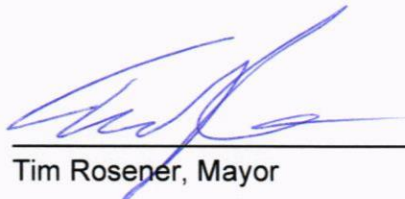
#### **11. ADJOURN:**

Council President Young adjourned the regular session at 7:17 pm.

Attest:



Sylvia Murphy, MMC, City Recorder



Tim Rosener, Mayor