



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, May 7, 2024

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

6:00 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>



6:00 PM WORK SESSION

1. **Murdock Park Master Plan Update**
(Kristen Switzer, Assistant City Manager)
2. **Development Code Audit to promote Economic Development**
(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 April 10, 2024, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Approval of April 16, 2024, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - C. **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)
 - D. **Resolution 2024-027, Approving a Grant Agreement with the State of Oregon to Receive \$4 Million in State Lottery Funds for the Hwy 99W Pedestrian Bridge Project**
(Jason Waters, City Engineer)
 - E. **Resolution 2024-028, Authorizing the City Manager to Sign a One-Year Extension to the On-Call Building Plan Review and Inspection Services Contract with Clair Company**
(Scott McKie, Building Official)
 - F. **Resolution 2024-029, Approving an Employment Agreement with Sebastian Tapia to Serve as Interim City Attorney** (Ryan Adams, City Attorney)
6. **CITIZEN COMMENTS**
7. **PRESENTATIONS**
 - A. **Proclamation, Proclaiming May 12-18, 2024 as National Police Week and May 15, 2024 as National Police Officers Memorial Day** (Mayor Rosener)
8. **PUBLIC HEARING**
 - A. **Ordinance 2024-001, Vacating City Public Right-of-Way located on an unnamed street within the Tonquin Employment Area east of SW Tonquin Road** (Jason Waters, City Engineer) *(First Reading)*

AGENDA

SHERWOOD CITY COUNCIL May 7, 2024

6:00 pm City Council Work Session

7:00 pm City Council Regular Session

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

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<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 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 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, 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

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 at least 48 hours in advance of the scheduled meeting time. Assisted Listening Devices available on site.



SHERWOOD CITY COUNCIL MEETING MINUTES
21920 SW Sherwood Blvd., Sherwood, Or
Sherwood School District Administration Office
(Joint City Council and Sherwood School District Board Meeting)
April 10, 2024

WORK SESSION

1. **CALL TO ORDER:** Chair Abby Hawkins called the meeting to order at 6:05 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Renee Brouse, Doug Scott, Dan Standke, and Taylor Giles (via Zoom). Councilor Keith Mays was absent.

STAFF PRESENT: City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, Police Chief Ty Hanlon, and Senior Planner Joy Chang.

SCHOOL DISTRICT BOARD: Chair Abby Hawkins, Director Krista Thorne, Director Harmony Carson, Director Hans Moller, SSD Executive Team: Superintendent Jeremy Lyon, Executive Assistant to the Superintendent Christine Andregg. Director Matt Thornton was absent. Additional staff or community members were in attendance. The meeting live stream was viewed by two viewers. No media was present.

3. WELCOME AND INTRODUCTIONS

Chair Hawkins welcomed participants and audience in attendance; all participants introduced themselves. The pledge of allegiance was recited.

4. UPDATE FROM THE CITY OF SHERWOOD

Mr. Sheldon provided an update on behalf of the City of Sherwood. Topics included the pedestrian bridge project, as well as paving and gas line replacement near Archer Glen Elementary, Middleton Elementary, and the Meinecke roundabout. There was additional discussion about a traffic study conducted by the City and potential projects identified through that study. Chair Hawkins and Vice Chair Thorne shared areas of potential traffic issues based on their own observations.

5. UPDATE FROM SHERWOOD SCHOOL DISTRICT

Dr. Lyon provided an update on behalf of the Sherwood School District. Topics included his collaboration with the City Interim Manager and Assistant Manager and the need for that work to continue with the next superintendent, busy spring schedules in schools, and new principal hires. There was additional discussion about the school district's budget development for the upcoming school year.

6. SHERWOOD WEST UPDATE

Ms. Chang provided an update on the topic of the Sherwood West Development, (see record, Exhibit A). She reviewed the accepted concept plan, as well as the variety of residential, employment, and hospitality land uses represented within the plan. Ms. Chang reviewed the overall project timeline, noting the UGB expansion application had been submitted to Metro, with an expected decision in late 2024 or early 2025. She discussed the annexation process and additional planning processes that would begin following the potential approval by Metro.

Mayor Rosener provided additional information about the need for the master planning process and the influence of regulations on project timelines. Councilor Giles asked about planning for future school properties, and Dr. Lyon replied that funding for any additional school buildings would be part of a future bond. There was additional discussion about how land for future schools might be identified within the planning process.

7. SAFE ROUTES TO SCHOOL UPDATE

Ms. Chang provided an update on the Safe Routes to School Program (see record, Exhibit A). She reviewed work completed to-date as well as plans for future work near Middleton Elementary to improve safety for the SW Sunset Blvd crossing, and discussed the grant application process to seek funding for that work. Ms. Chang additionally discussed the planned "Bike & Roll to School Day" scheduled for May 8, 2024. She clarified that the selected location near Middleton had been identified for the grant based on the recent traffic study findings and the number of pedestrians crossing SW Sunset Blvd, and there was additional discussion related to the choice of a flashing beacon for the intersection versus a traffic light system.

8. SUPERINTENDENT SEARCH UPDATE

Chair Hawkins provided an update on the topic of the school district's superintendent search. She discussed the use of a survey and a community forum to gather stakeholder feedback, and she reviewed upcoming steps in the hiring process timeline. She additionally discussed the confidentiality of the process in order to encourage the best applicants to apply without compromising their current positions. There was additional general discussion about the logistics and importance of the superintendent hiring process.

9. DEMOGRAPHICS REPORT

Dr. Lyon shared information on the school district's demographics and enrollment projections (see record, Exhibit B). He discussed the connection between enrollment and school funding, noting that the residential growth discussed in the Sherwood West plan could cause the District to approximately double in size. Dr. Lyon reviewed enrollment history as well as current projections, noting how the pandemic impacted typical enrollment patterns for school districts. He discussed residential developments currently in planning or implementation and the impact of those developments on school district enrollment. Dr. Lyon also discussed the boundary of the school district, sharing a map representing the widespread rural areas within the District's boundary line. Gary Bennett, CFO, noted that planned developments played a significant role in the District's enrollment projections. Councilor Giles asked about updating school boundaries based on proximity with neighboring communities, and Dr. Lyon responded that taxation within boundaries also plays

a role in “locking” boundary lines. Director Carson added that some boundary areas existed prior to current schools being built closer to those areas, and the importance of maintaining boundaries for tax revenues. Councilor Standke asked about the impact of the pandemic on attendance, and Dr. Lyon confirmed that chronic absenteeism has been a documented issue in Oregon schools, as well as changing attitudes about “compulsory attendance.” He added that the Sherwood School District was actually doing well with attendance rates when compared to other regional school districts, and discussed efforts and incentives to improve attendance. There was general discussion about the impacts to learning that occur through frequent absences. Chair Hawkins discussed the District’s communication efforts to parents related to student attendance. There was additional discussion about student mental health.

10. ROUNDTABLE

Chair Hawkins invited participants to share any general questions or topics. Councilor Giles shared information he had learned about youth councils in nearby areas, and noted the importance of continuing to engage youth in community projects. Chair Hawkins concurred and added the importance of committing to mentoring youth through the completion of intended projects. Councilor Standke discussed the condition of the practice fields for youth baseball, and the contributions of the youth baseball league to maintain the fields. Jim Rose, Chief Operations Officer for the District, discussed the agreement between the District and the league that involved the league doing a portion of the field maintenance in exchange for a discount on their reservation feeds. Mr. Rose also discussed the work completed by the District on the fields in question. Councilor Scott asked why middle school campuses included sports facilities if school districts are not offering middle school level athletics. Dr. Lyon discussed the use of those facilities for physical education and the community use of those facilities outside of school hours. There was additional general discussion related to the need for ongoing communication between organizations related to athletic facilities, and the District’s efforts to collaborate with youth sports organizations. Mayor Rosener added that sports facilities were being considered as part of the Sherwood West planning. Vice Chair Thorne thanked the Sherwood Police Department for their responsiveness and presence in schools. Councilor Scott recommended a discussion about the effectiveness of the SRO program for a future joint meeting topic. There was additional discussion about efforts to support the youth baseball program and an upcoming grant opportunity to provide additional non-profit funding through the Community Enhancement Program (CEP).

11. ADJOURNED:

Chair Hawkins thanked the meeting participants and adjourned the meeting at 7:43 p.m.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

Record Note: Minutes transcribed by Christine Andregg, Sherwood School District Executive Assistant to the Superintendent.



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
April 16, 2024

EXECUTIVE SESSION

1. **CALL TO ORDER:** The meeting was called to order at 5:46 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Doug Scott and Renee Brouse. Councilor Keith Mays attended remotely. Councilors Taylor Giles and Dan Standke were absent.
3. **STAFF PRESENT:** City Attorney Ryan Adams, City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, City Engineer Jason Waters, Senior Civil Engineer Craig Christensen, and IT Director Brad Crawford.
4. **TOPICS:**
 - A. **ORS 192.660(2)(f), Exempt Public Records and ORS 192.660(2)(h), Legal Counsel**
5. **ADJOURN:**

The executive session was adjourned at 6:31 pm and a work session was convened.

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:32 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Doug Scott, and Renee Brouse. Councilor Keith Mays attended remotely. Councilors Taylor Giles and Dan Standke were absent.
3. **STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, Finance Director David Bodway, IT Director Brad Crawford, City Engineer Jason Waters, Public Works Utility Manager Rich Sattler, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.
4. **TOPICS:**
 - A. **5 Year CIP**

City Manager Pro Tem Craig Sheldon presented the “FY 24-25 Engineering Five Year Capital Improvement Plan” spreadsheet (see record, Exhibit A) and recapped that there had not been many changes from last year’s CIP list, but some items had been moved around, and many items did not currently have funding. He explained that it was good to list unfunded projects so that the city could go after grants/other funding if it became available. He addressed the “Oregon St Improvements & Regional WQF Design” project and explained that this project would eventually butt up against the tannery site project and would serve the new Public Works facility, adjacent properties, the road improvement project, and the untreated stormwater basin. He addressed the “Tualatin-Sherwood Road Widening Coordination with County” project and reported that the city was still coordinating with Washington County on this project. He addressed the “Sidewalk on Meinecke/Washington North Side from Stella Olsen Park to Lee Dr” project and reported that this project was likely to be eligible for Safe Routes to School funding. He addressed the “Arrow Street” project and reported that Washington County had helped design this project and construction was slated to begin after Washington County had completed their construction. He addressed the “Oregon St @ Tonquin Rd & Murdock Rd Improvements” project and reported that this was mostly a county project, but the city had set aside some funds for this project. City Manager Pro Tem Sheldon addressed the “Cedar Creek Trail – Supplemental Work and SW Alexander Lane Fence” project and explained that this project had been pushed out due to high bids from contractors. He addressed the “Cedar Creek Trail – Grade Separated Crossing of 99W & FEMA/FIRM Map Correction” project and reported this project would commence next budget year. He addressed the “Transportation System Plan (TSP) Update” and noted that this project was a Council goal and reported that there was a state grant available for this project. He explained that if the city were awarded the grant, the state would then take ownership of the project and city staff were looking into whether or not this would be a good grant to go after for Sherwood’s TSP. He explained that the TSP process would go out to bid in July for September and would likely take 18-24 months to complete the project. He noted that updating the city’s Storm and Sanitary Master Plan was listed in the following year, but depending on if the city went out for the state grant, staff may recommend completing the Storm and Sanitary Master Plan prior to completing the TSP update in order to incorporate Sherwood West. Mr. Sheldon addressed the “Edy Road Improvements from Borchers to Trails End – MSTIP 3F” project and reported that there was no funding currently available for this project, but it was included in the MSTIP. Mayor Rosener recapped that the WCCC had recommended MSTIP funding for the project and the project would soon be voted on by the Washington County Board of Commissioners. City Manager Pro Tem Sheldon addressed the “Sunset-Timbrel Crosswalk Enhancements & RRFB” and reported that the city had applied for Safe Routes to School funding for this project. He commented that if the city did not receive that grant, then there would be no money available for this project. He addressed the “Traffic Safety and Calming” project and reported that the city had applied for \$38,000 in MSTIP funding for this project. He explained that if the city did not get the MSTIP grant for this project, then the \$38,000 would be taken from the city’s Traffic Calming Fund, which was a part of the Operations Fund. He stated that the “Pine Street Phase II,” “Elwert Road Improvements from Haide/Handley to Edy,” “Brookman Road Improvements from 99W to Ladd Hill Rd,” “Cedarbrook Way Improvements from Meinecke to Elwert,” and “Langer Farms Parkway North from 99W to Roy Rogers” projects did not currently have funding available but were listed in order to take advantage of potential grant opportunities. He addressed the three Cedar Creek Trail design projects and explained that \$150,000 was set aside each year for the city to extend its trail system, and if Council wanted to, the city could determine a design for connecting the Cedar Creek Undercrossing project to the existing trail system. He referred to the Cedar Creek Trail design projects and reported that these projects were eligible for grants. Mr. Sheldon addressed the “Brookman Area SS Trunkline Extension Design” and the “Brookman Area SS Trunkline Extension Construction” projects and explained that these projects were in partnership with CWS and would be completed over a two-year period. He explained that the city would ask to see if the city could pay at the end of the project, but if that was not an option, the payments would be spread out over five years. Mr. Sheldon addressed the “2nd and Park Storm Water Facility Rehabilitation” and “Gleneagle Dr Regional Storm Water New Facility (extended detention basin)” projects and reported that this project had already begun and was

an ongoing project. He noted that the “Sanitary System Master Plan and SDC Fee Update” and the “Stormwater Master Plan and SDC Fee Update” timelines could be moved up if the city did not receive any MSTIP funding. He addressed the “TVWD Capacity Improvements 6.2 to 9.7 mgd” project and reported that the city still needed to purchase this upgrade. He addressed the “WRWTP – 20.0 MGD Expansion” project and reported that there was roughly \$200,000 worth of work to be completed in FY 24-25 and the project would likely be completed in early fall. City Manager Pro Tem Sheldon addressed the “Water Master Plan and SDC Fee Update” project and reported that the project would commence near the end of 2025 and would continue through FY 26/27. He addressed various projects in the Brookman area and stated that funding for these projects was in FY 28/29 or beyond and noted the possibility of developers coming into the area. Mr. Sheldon addressed the “TEA Expansion Loop with Existing Oregon St Mains (M30, M31 & M33) *Funded with Ice Age Drive Improvements” project and explained that no money had been earmarked for this project and the project would be removed from the final CIP list since most of it had been built by developers. He referred to the various Tier 1 Backbone projects and noted that Oregon Street would be tied in with this project. He explained that the Tier 1 Backbone projects were a part of the city’s resiliency plan. He addressed the “Murdock Park Improvements and Restroom” project and reported that the \$30,000 was to be used to complete the community outreach for the Murdock Park Master Plan update. He noted that if Council chose to move forward with constructing a restroom at that park, those funds were allocated in FY 25/26. He addressed the “Skate Park Restrooms” project and explained that this was more expensive than the restroom at Murdock Park because it was further away from utilities. He noted that this project could be moved up in the timeline if Council chose and explained that construction would be paid for from the sale of the YMCA building. He addressed the “Moser Pass PUD Restroom” and reported that this project could be moved further out if Council chose. Mr. Sheldon addressed the “Universally Accessible Destination Play Area (Inclusive) Infill Project” and explained that this was listed to take advantage of potential grant opportunities. He addressed the “Trail Network Expansion Improvements Infill Project” and explained that the yearly amount of \$150,000 was paid for out of SDCs and was the recommended amount in the Parks Master Plan. He addressed the “Tannery Site Cleanup (Part of Regional Storm Project)” project and explained that the city had applied for a \$5 million EPA grant as well as \$2.5 million in federal grants. He explained that the \$675,000 would allow the city to continue to work with DEQ and the city’s environmental consulting firm. Mr. Sheldon addressed the “Adjacent Lot to Arts Center” project and reported that \$100,000 was set aside for this project and had been carried over from last year. He explained that the creation of a strategic Old Town Master Plan was not listed in the CIP but was listed in the budget, and staff recommended \$120,000 for the completion of that project. He addressed the “New Public Works Facility” project and explained that there was no funding available for this project because the tannery site needed to be cleaned up first. He addressed the “Ice Age Drive” and “99W Pedestrian Bridge” projects and provided an overview of the funding and construction timelines. Mayor Rosener asked if the new Public Works facility would be a part of the URA and Mr. Sheldon replied that it would be. He presented the “FY 24-25 Public Works Five Year Capital Improvement Plan Maintenance Projects” spreadsheet (see record, Exhibit B) and provided an overview of the city’s street maintenance program and recapped that previous City Council had asked for Sherwood’s roads to be at 80 PCI (Pavement Condition Index) or above. He reported that the city’s overall PCI was 86 and next year it would be 84. He explained that staff had moved \$650,000 a year out of the Street Operation budget and into the CIP for road repair and replacement and an additional \$100,000 for traffic calming. He referred to Exhibit B and outlined that most of the listed projects were grind and overlay projects. He referred to the “Timbrel from Middleton to Sunset (grind and overlay)” project and explained that the gas company would be relocating the gas lines in that area. He addressed the “Schamburg from Division to End of Road (reconstruct AND Sanitary improvement)” project and explained that \$600,000 of the cited \$1,061,159 was coming from the Sanitary Fund, with the rest coming from Sanitary and Streets Funds. Councilor Mays referred to the projects on Edy Road and asked if those projects were only for the city’s portion of that street and Mr. Sheldon confirmed that it was. Mr. Sheldon referred to page 3 of Exhibit B and explained that the “Old Town Laterals” project would be moved to the Operations budget because the city completed repairs as they arose. He

addressed the “Stella Olsen Park Drainage Swale Upgrade” project and explained that this was finishing up work done in prior years. He addressed the projects listed under “Water” on page 3 of Exhibit B and stated that most of these were refurbishment/resiliency projects. He addressed the “Routine Waterline Replacement Program” and reported that the city typically put aside \$50,000 each year for this program. Mr. Sheldon presented the “DRAFT FY 24-25 CIP projects summary table” (see record, Exhibit C) and explained that these items were the projects the city would be working on for the one-year CIP. He outlined that the city was still in the design phase of the “Park Row to Division Waterline Upgrade” project and reported that because of the cost and size of the project, city staff were looking to complete the project inhouse as a training opportunity with Public Works Utility staff. Mr. Sheldon outlined that more definitive figures would be available after the city’s budget cycle was completed.

5. ADJOURN:

Mayor Rosener adjourned the work session at 6:54 pm and convened a regular session.

REGULAR SESSION

1. CALL TO ORDER: Mayor Rosener called the meeting to order at 7:02 pm.

2. COUNCIL PRESENT: Mayor Tim Rosener, Council President Kim Young, Councilors Doug Scott, and Renee Brouse. Councilor Keith Mays attended remotely. Councilors Taylor Giles and Dan Standke were absent.

3. STAFF PRESENT: City Manager Pro Tem Craig Sheldon, Assistant City Manager Kristen Switzer, IT Director Brad Crawford, Finance Director David Bodway, Police Captain Jon Carlson, City Attorney Ryan Adams, Public Works Utility Manager Rich Sattler, Volunteer Coordinator Tammy Steffens, HR Director Lydia McEvoy, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCIL PRESIDENT YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 5:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR STANDKE AND COUNCILOR GILES WERE ABSENT).

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of April 2, 2024, City Council Meeting Minutes**
- B. Resolution 2024-023, Authorizing the City Manager Pro Tem to apply for and sign a Broadband Deployment Program Grant application through the State of Oregon**
- C. Resolution 2024-024 Authorizing the City Manager Pro Tem to Enter into an Agreement with Sherwood School District and Washington County Cooperative Library Services for a Student Data Load Project**
- D. Resolution 2024-025 Authorizing the City Manager Pro Tem to Execute a Construction Contract with Lee Contractors, LLC for the Cedar Creek Greenway Feeder Trail Pro**

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

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENT:

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

7. PRESENTATIONS:

A. TVF&R Annual State of the District Presentation

TVF&R's Director of Government and Public Affairs Cassandra Ulven presented the "2024 State of the District" PowerPoint presentation (see record, Exhibit D). She outlined how TVF&R handled the major emergency operations for 2023, which included triple the call volume during the winter storm. She reported that in Sherwood in 2023, there were 2,051 incidents, including five structure fires and 89 motor vehicle crashes. She reported that Station 33 responded to 72% of Sherwood's incident calls, which indicated that the station was strategically located. She outlined that the King City station, Tualatin station, North Wilsonville station, and Newberg station also responded to calls in Sherwood and spoke on mutual aid agreements. She spoke on Multnomah County and EMS services and explained that this was a national issue, largely caused by the COVID pandemic and a decrease in people entering the field. Director Ulven spoke on the franchise agreement with Washington County and explained that TVF&R had wanted system improvements to help alleviate the burden caused by TVF&R responding to emergency medical care incidents. She reported that an EMS alliance was formed in partnership with TVF&R, Washington County, fire agencies, and private ambulance participants to evaluate how the franchise could improve accountability, provide additional units, and create better communication. She reported that the EMS alliance had been successful in its endeavors. Councilor Mays commented that he disliked that TVF&R provided services to Yamhill County. He stated that he felt it had a negative impact on Sherwood when the fire engine was dispatched to Yamhill County as it left Sherwood with less coverage. Director Ulven reported that TVF&R was making progress on their search for a new station in rural Yamhill County, which would add an additional unit. She spoke on HB 4081, which would modernize and add transparency to the EMS system and TVF&R's new community paramedic pilot program to assist with servicing high utilizers of the system. She provided an overview of the updates to the training center. Director Ulven spoke on Measure 34-332, the local option levy, and explained that the current levy expired in 2025 and funded 92 firefighters, paramedics, and support staff. She stated that the new levy would maintain that staffing and add 36 personnel to existing stations to assist with the rise in call volume. She reported that the replacement levy had a rate of 69 cents per \$1,000 of assessed valuation for five years. She explained that the levy funds would also be used to purchase medical and firefighting equipment and vehicles. She explained that if the levy did not pass, there would be significant staff reductions. Mayor Rosener asked for more information on the existing levy rate versus the replacement levy. Director Ulven replied that the current levy was 45 cents per \$1,000 of assessed valuation and the replacement levy was 69 cents per \$1,000 of assessed valuation. She reported that for a home assessed at \$305,000, it would be a \$6.11 monthly increase. She noted that TVF&R expected to maintain that rate for 10 years. Council President Young asked if any of the new staff hired from the replacement levy would receive mental health training. Director Ulven reported that TVF&R were not planning on hiring mental health clinicians, but they had been working with their county partners as they recognized the need for them to do more in that space. Mayor Rosener asked if TVF&R charged fees when they provided EMS transport services when private transport was not available. She replied that TVF&R recovered the fees based on the county rate.

Mayor Rosener addressed the next agenda item.

B. Washington County Family Justice Center Annual Update

Board of Directors President Judy Willey and Executive Director Rachel Schutz of the Family Justice Center came forward and presented the “2023 Annual Report” (see record, Exhibit E). She reported that the Family Justice Center had acquired property with better access to public transit in the Tanasbourne area and the new center would offer child abuse support and a forensic clinic. Ms. Willey stated that the Family Justice Center was looking to grow their Board of Directors and welcomed recommendations from Council. She reported their fundraising event would be held on May 18th. Executive Director Schutz spoke on the different services the new building would provide. She reported that in 2023, the Family Justice Center had provided the most services in their history and stated that they had also expanded the services that they provided. Ms. Schutz reported that in 2023, the Family Justice Center had served over 5,600 survivors and had provided over 10,000 services. She reported that Sherwood residents had received 47 services in 2023. Council thanked the Family Justice Center for their work and spoke on the importance of the services they provided. Ms. Schutz asked if there were any areas of Sherwood that needed additional support or outreach. Council commented that the Family Justice Center’s information should be readily available at city facilities like the Police Department, Library, Senior Center, at the school district, and on the city’s website.

Mayor Rosener addressed the next agenda item.

C. Proclamation, Proclaiming April 26, 2024 as Arbor Day

Mayor Rosener read the proclamation aloud which stated that the first Arbor Day was observed in Nebraska in 1872, with the planting of more than a million trees. He stated that Sherwood had been a Tree City USA since 2005 and was committed to urban forestry as a partner in Clean Water Services’ Tree for All campaign. He stated that the City was committed to partnering with local schools to teach students that trees that were properly planted and cared for were a source of community environment that assisted in mental and peaceful renewal and provided many comforts such as shade, clean air, beauty, and increasing property values and declared April 26, 2024 as Arbor Day in the City of Sherwood.

Mayor Rosener addressed the next agenda item.

D. Proclamation, Proclaiming April as National Volunteer Appreciation Month

Mayor Rosener read the proclamation aloud which stated that the volunteering of an individual’s time and resources was an essential part of the Sherwood community spirit, and individuals and communities were at the center of social change, discovering their power to make a difference. He stated that National Volunteer Week was established in 1974 and had grown exponentially each year, drawing endorsements from all US presidents since 1974, as well as recognition from governors, mayors, and other elected officials. He stated that, “we have never needed the volunteer spirit more than we do today,” and stated that volunteers developed new skills, built their personal and professional networks, forged a deeper connection with their communities, and experienced the joy of serving a larger cause. He stated that Sherwood continued to rely on the efforts of dedicated volunteers to enrich their community. He recognized the volunteer sector as a third partner with government and business in building strong communities. Mayor Rosener thanked Sherwood volunteers for donating their time, energy, knowledge, and abilities. He proclaimed April 2024 as Volunteer Appreciation Month in Sherwood and called upon all citizens to help to renew and sustain the Sherwood community spirit by committing themselves to address the needs of the community through voluntary action. Mayor Rosener addressed the next agenda item.

8. NEW BUSINESS:

A. Resolution 2024-026, Adopting a Supplemental Budget for fiscal year 2023-24 and making appropriations

Finance Director David Bodway recapped the staff report and Mayor Rosener explained that this was transferring money from one fund to another fund. With no other comments or questions, the following motion was received.

MOTION: FROM COUNCIL PRESIDENT YOUNG TO APPROVE RESOLUTION 2024-026, ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2023-24 AND MAKING APPROPRIATIONS. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 5:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILORS GILES AND STANDKE WERE ABSENT).

Record note: Due to a failure of the recording system, a portion of the April 16, 2024 City Council regular meeting was not recorded.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Pro Tem Craig Sheldon reported that the 2024 State of the City address would be held on April 17th at the Sherwood Center for the Arts. He reported that Trashpalooza would be held on April 20th. He spoke on the ADA community survey.

Mayor Rosener addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Brouse reported on the Cruisin' Sherwood event.

Council President Young reported on her attendance at the most recent WCCC meeting. She reported she attended the LOC Policy Advisory Committee meeting. She reported on the Chamber of Commerce breakfast. She reported on the most recent CDBG meeting.

Mayor Rosener reported on the National LOC meeting and LOC Telecom meeting. He spoke on a letter to Metro regarding Sherwood's UGB expansion request.

11. ADJOURN:

Mayor Rosener adjourned the regular session at 8:15 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

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

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 per the Posted Public Notice of Intent to Award a Contract.

Background:

Resolution 2024-018 previously came before the City Council at the March 19, 2024 meeting. Due to bids received being over the City Engineer's estimate, staff requested the Council take "no action" on the resolution to allow time to rebid the project. The project has been rebid with some modifications to the scope, and staff is now bringing the slightly amended resolution back for Council's consideration. The purpose of this project is to restore to like- or better-kind the previous 6' tall pre-molded-concrete paneled-fence that was removed by the federally funded Cedar Creek trail project. The trail project didn't complete the fence replacement or landscaping restoration work because the federal funds were already fully spent and it would've required construction to be officially stopped and the ROW acquisition phase to re-commence, so the fence and landscaping restoration work was deferred to the City for completion as a local project, which design plans & bid documents have been prepared for bidding.

The City's plans and bid documents call for a more substantial type of Aesthetic Barrier Fence that is slightly taller with 7' and 8' sections to improve or increase the barrier protection and aesthetically pleasing and looks new. The City is not seeking to replace the fence with a more costly certified Sound Wall system similar to the concrete walls along SW Roy Rogers Rd, although some Aesthetic Barrier Fences have a similar look.

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, down to SW Meinecke Pkwy to provide a more continuous fence system along this corridor with no major gaps or openings to the highway.

Lastly, this project will restore to like or better kind the landscaping at the north end of SW Alexander Lane and install new City owned/operated irrigation systems separate from the HOA's systems. The City, not the adjacent townhome HOA, will own & maintain the new fence and obtain the necessary permits from ODOT to construct, own & operate the Aesthetic Barrier Fence system within ODOT right-of-way, similar to the new paved trail within 99W that the City operates & maintains.

The City advertised the project for bids in the Oregon DJC on April 15th and 17th, 2024 and opened bids on May 7th, 2024. The City reviewed bids to determine the lowest responsive bidder and prepared and delivered to all bidders the Notice of Intent to Award Letter and posted a copy on the City's webpage.

<https://www.sherwoodoregon.gov/engineering/page/invitation-bid-cedar-creek-greenway-fence-landscaping-restoration-project>

The Notice of Intent to Award Letter includes a summary of the bid results and other information required for the City to award a Contract including the base-bid Contract Amount authorized by this Resolution, the contingency funds authorized, and name of the apparent low-bid contractor.

Scheduling information will be posted online and sent out with general construction notifications with details pending the contractor's detailed schedule and confirmation on the delivery lead-time for the fence materials. City staff expects the pre-construction meeting being held by the end of May 2024 and erosion control measures installed & inspected during the first 2 weeks of June. The contractor will complete the work during the summer months when school is out with only the installation of trees, shrubs and plants occurring after the dry season in late-September into October when the project will be completed, and the plant establishment & warranty period begins.

Financial Impacts:

The engineer's estimated range of probable cost for this contract is \$400,000 to \$460,000. Funding for the project was included in the FY23-24 budget and comes from the same transportation funding sources as the local matching funds used for the federally funded regional trail project that impacted the fence and landscaping (TDT, Street SDC). Based on the revised project schedule and risks, staff anticipates the total project costs being expended equally over the current and pending fiscal years (\$200k-\$230k spent in both FY23/24 and FY24/25).

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 per the Posted Public Notice of Intent to Award a Contract.



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 in the approved city budget for the current fiscal year (FY23/24) and projections for the pending fiscal year (FY24/25) using the same local 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 for the base-bid amount posted in the Public Notice of Intent to Award a Contract.

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 for the base-bid amount posted in the Public Notice of Intent to Award a Contract.

Section 2. The City Manager Pro Tem is hereby authorized to execute Contract Change Orders up to 12% of the initial base-bid Contract Amount.

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

Duly passed by the City Council this 7th day of May 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

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 2024-027, Approving a Grant Agreement with the State of Oregon to Receive \$4 Million in State Lottery Funds for the Hwy 99W Pedestrian Bridge Project

Issue:

Shall the City Council authorize the City Manager Pro Tem to sign a Grant Agreement with the State of Oregon to receive \$4 million in state lottery funds for the construction of the Hwy 99W Pedestrian Bridge Project?

Background:

The Oregon legislature authorized, through House Bill 5050 (2019) and House Bill 5534 (2021), the allocation of \$4 million in state lottery bond proceeds to build a pedestrian bridge-system over SW Pacific Highway (OR 99W), SW Elwert Rd., and SW Kruger Rd. that provides a continuous grade-separated-crossing corridor between the YMCA parking lot and high school.

The primary use of the \$4 million in state lottery funds is to create a new public transportation facility, specifically a series of five (5) bridge-structures set atop concrete bent-columns traversing over a state highway and two county roads, and the State of Oregon requires lottery funds for transportation projects to be administered by and through the Oregon Department of Transportation (ODOT) per the Grant Agreement.

The Grant Agreement contains a few criteria and terms worth noting and comment:

- This is a reimbursement fund grant with the grant funds held & controlled by ODOT; City staff will submit monthly reimbursement request to ODOT.
- No reimbursements for eligible work completed or project expenses incurred prior to the execution of the Grant Agreement (no reimbursements prior to the Effective Date).
- Grant Fund reimbursement requests can be submitted for up to three (3) years after the Effective Date.
- ODOT has up-to forty-five (45) calendar days to process requests and issue payment.

City staff has reviewed the draft Grant Agreement and routed the draft agreement to the City Attorney's office for the form approval. There are no immediate concerns, no red flags or major issues to note in regard to the actual bridge construction. There is well over \$20 million in eligible grant work still pending on the project and it will all be completed within the next 16-18 months.

Financial Impacts:

Considering it will take another 4-6 weeks for ODOT to execute the counterpart grant agreement in June and that there are well over \$4 million in grant eligible expenses identified in the city budget for this project in FY24/25 (\$9M+), it's safe to assume that 100% of the \$4 million will be expended on the project in FY24/25 and City staff should plan on submitting the 1st fund reimbursement request for this project to ODOT in late August for eligible project expenses made in July 2024. In summary, the entire \$4 million will be entirely expended and reimbursed within the pending fiscal year, FY24-25.

Recommendation:

Staff respectfully recommends adoption of Resolution 2024-027, approving a Grant Agreement with the State of Oregon to receive \$4 million in State Lottery Funds for the Hwy 99W Pedestrian Bridge Project.



RESOLUTION 2024-027

APPROVING A GRANT AGREEMENT WITH THE STATE OF OREGON TO RECEIVE \$4 MILLION IN STATE LOTTERY FUNDS FOR THE HWY 99W PEDESTRIAN BRIDGE PROJECT

WHEREAS, the state legislature, through House Bill 5050 (2019) and House Bill 5534 (2021), authorized \$4 million in state lottery funds for a grade-separated crossing over the state highway and county roads between the YMCA and high school; and

WHEREAS, the City of Sherwood is delivering the pedestrian-bridge project on behalf-of and in-partnership with the Sherwood Urban Renewal Agency (URA) and construction is underway; and

WHEREAS, the City anticipates being able to submit reimbursement request for the entire \$4 million within the pending fiscal year, between July 1, 2024 and June 30, 2025; and

WHEREAS, City staff reviewed the Grant Agreement to ensure all information was current including City staff contact information, and recommends approval of the agreement with authority to execute granted to the City Manager Pro Tem.

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

Section 1. The City Manager Pro Tem is hereby authorized to sign a Grant Agreement with the State of Oregon in a form substantially similar to the attached Exhibit 1, including amendments.

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

Duly passed by the City Council this 7th day of May 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
HB 5534 (2021)**

**Oregon Laws 2021, chapter 682, section 17
Project Name: OR99W: Sunset & Elwer Pedestrian Crossing**

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation hereinafter referred to as "State" or "ODOT", and **City of Sherwood**, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

0. Recitals

- a. Pursuant to Oregon Laws 2021, chapter 682, section 17 (HB 5534), the Oregon legislature authorized the issuance of lottery bonds in an amount that produces \$4 million in net proceeds for distribution by ODOT to Recipient for a pedestrian bridge across State Highway 99W at Sunset Boulevard, also known as the OR99W: Sunset & Elwer Pedestrian Crossing, as more particularly described in Exhibit A (the "Project").
 - b. The Project is part of the city street system under the jurisdiction and control of the Recipient. The construction and maintenance elements that cross OR99W, an ODOT facility, will be addressed in a separate Cooperative Improvement Agreement number 73000-00028858 between the Parties.
- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end three (3) years after the Effective Date (the "Availability Termination Date").
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
- a. Exhibit A: **Project Description**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**

Exhibits A, B and C are attached to this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Project Cost; Lottery Funds.** The total estimated Project cost is \$4,000,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient funds in a total amount not to exceed \$4,000,000. Recipient will be responsible for all Project costs not covered by the Funds.

4. Project.

- a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project as defined in Recital (a) above and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4.c.
- b. **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A. reasonable, necessary and directly used for the Project;
 - B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - D. capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (the “Code”).
 - ii. Eligible Costs do NOT include:
 - A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date;
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
 - E. internal costs charged to the Project by Recipient or payments made to Related Parties. Related Parties shall mean, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code;

F. payment of principal due on interim financing for the Project unless the Recipient has received prior written consent of the Department of Administrative Services (“DAS”); or

G. payment of interest due on interim financing for the Project.

c. Project Change Procedures.

- i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.
- ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to the Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process

- a. ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.
- b. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed.
- c. Upon ODOT’s receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until on-site review is conducted and the Project is approved by the ODOT Contact or designee.
- d. ODOT’s obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - ii. Recipient is in compliance with the terms of this Agreement; and
 - iii. Recipient’s representations and warranties set forth in **Section 6** are true and correct on the date of disbursement.

e. Recovery of Grant Funds.

- i. Recovery of Mis-expended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Mis-expended Funds") must be returned to ODOT. Recipient shall return all Mis-expended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.
- ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9.b.i., 9.b.ii., 9.b.iii. or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally

assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.
- f. **Representations and Covenants Regarding the Tax-Exempt Status of Bonds.**
 - i. Recipient acknowledges that the State of Oregon issued certain bonds (the "Bonds") in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Grant Funds and the Project by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.
 - ii. Recipient shall not, without prior written consent of ODOT, permit more than five percent (5%) of the Project to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Project to be privately used.

This subsection 6.f. shall survive any expiration or termination of this Agreement.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment

purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is three (3) years following the later of the final maturity or earlier retirement of all of the Bonds funding the Grant (including the final maturity or redemption date of any obligations issued to refund the Bonds), or such longer period as may be required by other provisions of this Agreement or applicable law, following the Availability Termination Date. Because the Bonds were issued on May 4, 2022 as 20 year Lottery Revenue Bonds, Recipient should anticipate retaining project records until at least April 2046. It is recommended that the Recipient consult with ODOT before the final destruction of any Project records. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a contract for performance of work under this Agreement, Recipient agrees to comply with the following:

a. Subagreements.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iv. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnity.

- i. Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii.** Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

c. Subagreement Insurance.

- i.** If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- ii.** Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- d. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraph 8.b. and 8.c.
- e. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- f. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- g. **Conflicts of Interest.**
 - i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended, if applicable.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an

extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses,

- judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

This Section 10.a. shall survive any expiration or termination of this Agreement.

- b. **Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation

statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

Recipient, City of Sherwood, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Craig Sheldon
City Manager, Pro-Tem
22560 SW Pine St.
Sherwood, Oregon 97140
503-625-4200
Sheldonc@sherwoodoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Delivery and Operations Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By email Sam Zeigler
Assistant Attorney General

Date: Jan. 22, 2024

State Contact:

Stephanie Turner
123 NW Flanders Street
Portland, Oregon 97209
503-964-0962
Stephanie.turner@odot.oregon.gov

EXHIBIT A

Project Description
Agreement No. 73000-00023169
Project Name: 99W Sunset / Elwer

A. PROJECT DESCRIPTION

The project consists of constructing a pedestrian bridge that crosses over Pacific Highway 99W (99W), SW Elwert Road, and SW Kruger Road to allow pedestrian access from the YMCA property on the east side of 99W to the Sherwood High School on the north side of SW Kruger Road.

The project includes an approximate 790 –foot-long by 14 foot-wide pedestrian bridge. As currently planned, the bridge will consist of five major bridge spans with lengths ranging from about 100 feet to 194 feet long, running from the west abutment on the north side of SW Kruger Road to Bent 5 on the east side of 99W that supports the bridge span over 99W. Four smaller spans ranging in length from 28 feet to 32 feet long are planned parallel to the east side of the YMCA building. Fills on the order of 18 feet and 12 feet tall will be required to raise grades for the west and east bridge approaches, respectively. Approach fills will be supported by the bridge abutment walls up to about 18 feet tall, along with additional site retaining walls up to about 9 feet tall planned along portions of the embankment slopes and/or embankment side slopes of 3H:1 (Horizontal to Vertical) or flatter. A stairway is proposed running parallel to the east side of 99W that will connect Bent 5 with 99W near the northwest corner of the YMCA building.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSPProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Planning, design, permitting and land acquisition.	June 2024
2	Project completion (Project must be completed within 3 years of agreement execution.)	November 2025

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as twenty (20) years from its completion date (the "Project Useful Life"). For the useful life of the project, Recipient shall reinvest any proceeds from the sale of improvements in similar improvements. After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/ADA/Pages/asset-inspection.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
- v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.

b. Local Roads: For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:

- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
- ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/ADA/Pages/asset-inspection.aspx>

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

c. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission in writing from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the

Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.e (“Recovery of Grant Funds”) of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, (each, a “contractor”) to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.

All employers, including the Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. The contractors shall require compliance with these requirements in each of their subcontractor contracts.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering the contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property damage. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the required minimum limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be provided on a true "follow form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Excess/Umbrella Liability policies must endorse the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured.

Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

g. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

h. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Scott McKie, Building Official
Through: Eric Rutledge, Community Development Director, Craig Sheldon, City Manager Pro Tem and Ryan Adams, City Attorney

SUBJECT: Resolution 2024-028, Authorizing the City Manager to Sign a One-Year Extension to the On-Call Building Plan Review and Inspection Services Contract with Clair Company

Issue:

Shall the City Council authorize the City Manager to sign a one-year extension to the contract with Clair Company for on-call building plan review and inspection services?

Background:

In 2019, the City went through a formal Request for Proposals (RFP) for a 3-year contract for building plan review and inspection services. Clair Company was selected as the City's on-call firm, along with New World Plan Review LLC which is no longer in business. Council authorized a one-year extension of the contract with Clair Company in May 2022 and May 2023 with the most current contract expiring on May 21, 2024. Staff is proposing to extend their contract by an additional year until May 21, 2025.

Clair's fee is competitive within the industry and is based on a percentage of the value of the plan review fee, similar to other firms. Staff is recommending continuing the contract for an additional year to ensure there is no gap in service. It is likely staff will release an RFP for a new multi-year contract in summer or fall 2024 which Clair Company can respond to if desired. The Building Department is also actively recruiting for an in-house commercial plans examiner and if a qualified candidate is hired, the need for on-call services will be limited.

Financial Impacts:

There are no immediate financial impacts associated with entering into on-call services contracts. As services are needed, fees associated with these services will be paid from a percentage of the building permit and plan review fees that are collected at the time of building permit application.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2024-028, Authorizing the City Manager to sign a one-year extension to the on-call building plan review and inspection services contract with Clair Company.

Attachments:

- A. Scope of Work
- B. Fee Schedule

Scope of Work

Consultant will serve, as needed, for building plan review and/or building inspection services for City at City's direction. These services may involve building, fire/life/safety, mechanical, fire sprinkler/alarm, and other associated plan review of commercial projects, on-site building inspections, and coordination with City, permit applicants, and project design professionals as needed.

Scott McKie, Building Official, will authorize specific projects through work orders with requisite approvals from the Sherwood Community Development Director or the Sherwood City Manager as necessary. City will determine the scope of specific projects on a case-by-case basis.

When an on-call need arises, City will contact the firm best matching City's needs based on the firms review time-line and qualifications. In the event that there are multiple qualified firms, the City will evaluate each project and determine which consultant will best meet the need, and issue a work order for the specified work.

Clair Company, Inc. – Rates

Clair proposes to provide inspection and plan review services based on the following schedule. We are happy to discuss other cost models which can be negotiated if desired by the City.

Inspections

We propose to provide inspection services on a time and materials basis, from our Corvallis office, with a 2-hour minimum.

Plan Review

Plan review services can be provided under a variety of cost models. Following the cost model that works best for most of our jurisdictional clients, we propose to offer plan review services for 65% of the plan review fees collected by the City for scopes of work assigned to Clair. The City would retain the remaining 35% of the plan review fees, and 100% of the permit fees. Clair charges for time and materials associated with plan reviews beyond first back check, review of construction document revisions, and deferred submittals. Typically, these fees will be billed to the City as a pass-through cost to the applicant to be paid at time of document pickup, and payable to the City for payment to Clair.

Services included in “in-scope plan review services” are as follows.

- Plan review services provided by certified plans examiners and technical support through first back check
- Administrative services for document control, etc. related to services listed above
- Accounting services including invoicing and cost tracking, and individual permit budget management
- Project management including overview of staff assignments, scheduling, and budget management
- Direct communication with project owner, permit applicant, design professional, contractor, other stakeholder agencies and City personnel
- Pickup and delivery of plans back to the City is included in the rates billed by Clair

Our proposed fee schedule for time and materials services, such as inspections and reviews beyond the first back check, is presented below. We are open to further review and refinement of certain rates and fees, as necessary to accommodate specific client needs or project conditions.

Classification	Base Rate
Project Manager / Program Administrator Support	\$ 115.00 / hr.
Residential Plans Examiner / Technical Support	\$ 80.00 / hr.
Commercial Plans Examiner / Technical Support	\$ 90.00 / hr.
Licensed Engineer / Structural Technical Support	\$110.00 / hr.
Inspector (all residential, commercial building/mech)	\$ 90.00 / hr.
Commercial Inspector (Electrical / Plumbing)	\$104.00 / hr.
Project Administration / Document Control	\$ 60.00 / hr.
Overtime, if applicable	1.5 x Base Rate
Direct overhead for Supplies and Services	Cost
Mileage	Current IRS Mileage Rate



Clair Company, Inc. – Rates

Our inspection cost rates have been updated to offset portal to portal travel costs for inspection assignments. We are happy to discuss a reduction in hourly rates associated with these services if the City chooses to negotiate travel cost reimbursement.

Clair is available to start work as soon as a contract is executed. We understand the work schedule for the required services will be the City's normal business hours of 8:00 a.m. and 5:00 p.m. Hours outside of this time may be needed for rare situations. The City will give notice of anticipated needs prior to 5:00 p.m. the prior business day, unless it is unavoidable due to unforeseen circumstances. We understand the City will pay a minimum of two (2) hours for any scheduled inspection work assignment and 15-minute increments over two (2) hours. City will pay a minimum of one (1) hour for any scheduled plan review.

We understand a City vehicle may be provided for inspections. If a vehicle is not available, the City will pay the current IRS mileage rate as defined at www.gsa.org for use of private or Clair vehicles. Travel within city limits will be capped at 22 miles per day per inspector. Daily mileage to and from portal locations will be negotiated and capped.





RESOLUTION 2024-028

AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN A ONE-YEAR EXTENSION TO THE ON-CALL BUILDING PLAN REVIEW AND INSPECTION SERVICE CONTRACT WITH CLAIR COMPANY

WHEREAS, in 2019, the City conducted a formal request for proposals ("RFP") process and selected Clair Company for on-call building plan review and inspection services; and

WHEREAS, the RFP permits one-year extensions to the contract after the initial three year term; and

WHEREAS, in May 2022 and May 2023 a one-year extension to the contract was granted via Resolution 2022-028 and 2023-032; and

WHEREAS, Clair Company has provided timely and thorough plan reviews which has helped the City in achieving its economic development goals; and

WHEREAS, an additional one-year extension to the contract will ensure that there is no gap in service which could impact the City's ability to provide timely building permit reviews.

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

Section 1. The City Council accepts the Community Development Director and Building Official's recommendation to extend the contract with Clair Company, Inc. for an additional year.

Section 2. The City Manager Pro Tem is hereby authorized to sign a one-year extension to the existing contract.

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

Duly passed by the City Council this 7th day of May 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ryan Adams, City Attorney

SUBJECT: Resolution 2024-029, Approving an Employment Agreement with Sebastian Tapia to Serve as Interim City Attorney

Issue:

Shall the City Council approve an Employment Agreement with Sebastian Tapia to serve as the City's Interim City Attorney?

Background:

Ryan Adams, the City Attorney, has been called to active military service overseas. The City began the process of searching for an interim City Attorney in March 2024. The position was advertised on the City's website and other recruiting webpages. After carefully evaluating each of the applications and conducting multiple rounds of interviews, Sebastian Tapia was determined to be the top candidate for the position. Tapia previously served as the Deputy City Attorney for Salem, Oregon.

This resolution would approve an Employment Agreement to hire Sebastian Tapia as Sherwood's Interim City Attorney. Under the terms of the agreement, Tapia would begin his employment on May 13, 2024.

Financial Impacts:

No significant financial impacts are anticipated as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2024-029, Approving an Employment Agreement with Sebastian Tapia to serve as Interim City Attorney.



RESOLUTION 2024-029

**APPROVING AN EMPLOYMENT AGREEMENT WITH SEBASTIAN TAPIA TO SERVE
AS INTERIM CITY ATTORNEY**

WHEREAS, City Attorney Ryan Adams has been called to active military service; and

WHEREAS, the City requires an interim City Attorney to fill the role of City Attorney; and

WHEREAS, after a thorough evaluation process, Sebastian Tapia was determined to be the top candidate for the position; and

WHEREAS, the City has prepared a proposed Employment Agreement to hire Sebastian Tapia as interim City Attorney for the City of Sherwood during the City Attorney's period of military service, which requires Council approval.

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

Section 1. The Mayor is hereby authorized to sign an Employment Agreement with Sebastian Tapia in a form substantially similar to the attached Exhibit 1.

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

Duly passed by the City Council this 7th day of May 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

EMPLOYMENT AGREEMENT (Interim City Attorney)

This Employment Agreement is made and entered into effective May 13, 2024, by and between the City of Sherwood, Oregon (“City”) and Sebastian Tapia (“Attorney”).

RECITALS

WHEREAS, the Sherwood City Attorney (“City Attorney”) has been called to military service necessitating the need for an interim City Attorney for the term of his absence; and

WHEREAS, City desires to employ Attorney as the Interim City Attorney of the City of Sherwood and Attorney is willing to accept said appointment; and

WHEREAS, City and Attorney desire a written agreement to establish and set the terms and conditions of the employment of Attorney as the Interim City Attorney;

NOW THEREFORE, in consideration of the mutual covenants contained herein as well as for the other consideration described, City and Attorney mutually agree as follows:

1. DUTIES

City agrees to employ Attorney as Interim City Attorney, to perform the functions and duties described in Section 35 of the Sherwood City Charter, Sherwood Municipal Code, and state law, and as the City Council shall, from time to time, assign to the Interim City Attorney consistent with the professional role and responsibility of the Interim City Attorney. The Attorney agrees that, during the term of this Agreement, the legal work of the City is his highest professional priority, and no other work, pro bono or otherwise, shall interfere with the completion of legal work for the City.

2. HOURS AND PLACE OF WORK

It is recognized that Attorney must devote a great deal of time to work outside of normal office hours to the business of the City and, to that end, Attorney will be allowed to make reasonable adjustments as he shall deem appropriate during normal office hours. Any extended reasonable adjustments shall be subject to consultation with the City Manager and Mayor. Attorney’s primary place of work shall be at Sherwood City Hall, however, Attorney shall be allowed to work remotely at reasonable times and when circumstances so require.

3. ORGANIZATIONAL STRUCTURE

Attorney shall be an at will employee of the City Council of Sherwood in accordance with Section 35 of the Sherwood City Charter. Notwithstanding the foregoing, prior to the City Attorney’s departure for military service, and upon the City Attorney’s return from military service, Attorney shall be an employee of the City Attorney’s office and shall report to the City Attorney.

4. TERM

The term of this Agreement shall commence on May 13, 2024 (the “Effective Date”) and, unless earlier terminated consistent with the terms hereof, continue until September 13, 2025.

5. COMPENSATION

A. Salary

Commencing on the Effective Date, the City agrees to pay Attorney One-Hundred and Fifty-Five Thousand dollars (\$155,000.00) as a yearly base salary, to be paid in installments at the same interval as City pays its other employees who are not subject to a collective bargaining agreement (“Unrepresented Employees”). Attorney shall also be entitled to receive a Cost of Living Adjustment (COLA) to his salary in the same percentage amount and on the same schedule as may be provided to the City's Unrepresented Employees.

B. Retirement

City agrees to contribute into the Oregon Public Employees Retirement System on Attorney’s behalf an amount equal to the same percentage of salary contributed for the City’s Unrepresented Employees.

C. Cellular Phone

The City shall provide a cellular phone to Attorney for use for City business, consistent with applicable City policies.

D. Taxes

All compensation described in this Agreement shall be subject to withholding of income taxes and shall be subject to employment taxes required with respect to compensation paid by the City to an employee.

E. Reward Programs

Attorney shall be issued a purchase card by the City and shall use that card, to the extent practicable, to make necessary purchases on behalf of the City. When it is not practicable to use the purchase card, Attorney may use a personal credit card to make purchases on behalf of the City and may seek reimbursement from the City. As part of his compensation package, Attorney may keep any points or rewards accrued while using his personal credit card.

6. LEAVE BENEFITS

A. Management Leave

It is understood by the parties that the Attorney is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and that the position of City Attorney may frequently require irregular hours and far in excess of a standard 40-hour work week to accomplish the duties of the position. It is also understood that paid time off is essential to employee well-being and that the City expects the Attorney to take substantial time away from work. In lieu of the Paid Time Off (PTO) and Administrative leave provisions applicable to other Unrepresented Employees, the Attorney shall be permitted to take paid management leave of reasonable duration and frequency, as City business permits, without a fixed maximum or accrual rate. Management leave may be used for any purpose which would be a permitted use of PTO or Administrative leave under the City’s policies. Management leave has no cash value upon separation from employment.

B. Sick Leave

Attorney shall be entitled to the same sick leave benefits as Unrepresented Employees.

C. Holidays

Attorney shall be subject to the policies regarding City observed holidays that are applicable to Unrepresented Employees.

7. INSURANCE AND OTHER BENEFITS

A. Health Insurance

Attorney may, at his discretion, choose to utilize insurance benefits provided to other Unrepresented Employees.

B. Life Insurance

City shall pay, on behalf of Attorney, the premium cost for a term life insurance policy in the amount of three hundred thousand dollars (\$300,000.00).

C. Other Benefits

Except as otherwise provided in this Agreement, Attorney shall receive all other employee benefits provided by the City to Unrepresented Employees.

8. PROFESSIONAL DUES AND DEVELOPMENT

To the extent funds are available and budgeted by the City Council, Attorney may participate, as he deems appropriate, in professional associations, short courses, seminars, conferences, and other similar professional development opportunities. Expenses will be reimbursed consistent with City policy applicable to the City's Unrepresented Employees.

A. The City agrees to budget and to pay for the professional dues of the City Attorney for membership in the Oregon State Bar and sections of government law and land use, the City Attorney's Association, the International Municipal Law Officer's Association, and other national, regional, state, and local government groups and committees thereof on which employee may serve as a member and/or have been approved by the City.

B. The City agrees to maintain the necessary legal library as agreed upon by Attorney and the City.

9. TERMINATION

Attorney is an at-will employee and shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Attorney at any time, for any reason whatsoever, with or without cause, prior to expiration of this Agreement, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Attorney to resign at any time from his position prior to expiration of this Agreement, subject only to the provisions set forth in this Section.

A. Termination for Cause

If Attorney is terminated prior to the expiration of this Agreement for cause, City shall have no obligation with respect to the severance pay described in this Section. For the purposes of this Agreement, "cause" is defined to include any of the following:

- i. Attorney fails or refuses to comply with the laws and written policies and regulations of the City that are now in existence or are from time to time established.
- ii. Attorney fails to perform his duties as Interim City Attorney or abandons his

- position as Interim City Attorney.
- iii. Attorney has his Oregon State Bar license suspended or terminated.
 - iv. The City has substantial evidence to believe Attorney has committed fraud, breach of fiduciary responsibilities, dishonesty, or gross negligence; misappropriated City funds, goods, or services to either his own or some other private third party's benefit; or committed other acts of misconduct which the City Council believes, in its sole discretion, is or would be detrimental to the City or its interests.

B. Termination Without Cause

If City terminates Attorney without cause prior to the expiration of this Agreement, and the Attorney is then willing and able to perform all of the duties of the Interim City Attorney under this Agreement, the City shall pay a cash severance payment to Attorney equal to six (6) months' of the Attorney's monthly base salary, the calculation of which shall not include any added benefits or allowances (such as a vehicle allowance). The severance payment shall be calculated using the monthly salary in effect at the time of the termination, minus any state or federal withholdings, and shall be paid in six (6) monthly increments commencing no later than fifteen (15) calendar days after the effective date of termination. The right to said payment shall cease if, during the period of the scheduled payments, Attorney accepts employment with another employer (including self-employment). Attorney has an affirmative obligation to notify City upon acceptance of other employment. In the event Attorney fails to notify City of his employment, City shall have the right (but not the obligation) to seek recovery from Attorney of any and all amounts improperly received as well as recovery of any cost(s) or fee(s) (including attorney fees) City incurs in pursuit thereof. Termination without cause, as used in this Section, means the Attorney's discharge or dismissal by the City, for any reason other than the reasons specified in Subsection 8(A) above, and shall also include discharge or dismissal by the City during the six (6) month period immediately following the official seating of one or more newly elected Council members for reasons other than those set out above in Subsection 8(A) of this Section, notwithstanding Attorney's willingness and ability to perform his duties.

C. Voluntary Resignation

In the event the Attorney voluntarily resigns prior to the expiration of this Agreement, the Attorney shall give the City written notice thereof a minimum of forty-five (45) days in advance, unless the parties mutually agree otherwise. In the event of the Attorney's voluntary resignation, the Attorney shall not be entitled to severance pay as provided herein.

D. Disability

If Attorney is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health that exceeds exhaustion of allowed state and federal family medical leaves, the City shall have the option to terminate this Agreement and, in that case, Severance will be equal to six (6) months of wages, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the six (6) month severance period.

10. GENERAL PROVISIONS

A. Professional Liability. The City agrees to defend, hold harmless, and indemnify the

Attorney from all demands, claims, suits, actions, and legal proceedings brought against Manager in his individual capacity or in his official capacity as agent and employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- B. Amendments. No amendment to this Agreement shall be valid unless in writing and signed by the Attorney and an authorized representative of the City after approval by the City Council.
- C. Applicable Law. This Agreement is construed under the laws of the State of Oregon, the City of Sherwood Charter, and the Sherwood Municipal Code. Venue shall be in Washington County Circuit Court or, only if there is no state court jurisdiction, U.S. District Court for the District of Oregon.
- D. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.
- E. Compliance with Laws. Attorney shall perform his duties in accordance with all applicable laws, ordinances, rules, and regulations applicable to his position.
- F. Entire Agreement. This Agreement constitutes the entire Agreement between the parties on the subject matter hereof and supersedes all prior written or oral discussions or agreements regarding the same subject. The provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person, persons, or legal entities.
- G. Inducements and Representations. The Attorney acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or guarantees, expressed or implied, other than the expressed representations, warranties, and guarantees contained in this Agreement.
- H. Assignment. This Agreement may not be assigned by either the City or the Attorney.
- I. Representation. The City has been represented by Ryan Adams, its City Attorney, in the preparation of this Agreement. Attorney acknowledges that he has the right to independent counsel at his own expense regarding the preparation of this Agreement.
- J. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state, or local law relating to the employment relationship and they have not otherwise resolved the matter through any attempted mediation, conciliation, or other voluntary dispute resolution process they choose to use prior to the initiation of arbitration, then the dispute shall be resolved by binding arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions, and attorneys.

- K. Severability. It is understood and agreed by the parties that if any part, term, portion, or provision of this Agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision.

IN WITNESS WHEREOF, the **CITY OF SHERWOOD, OREGON**, has caused this Agreement to be signed and executed by its Mayor, Tim Rosener, and Sebastian Tapia has signed and executed this Agreement, on the date noted below each signature.

CITY OF SHERWOOD

SEBASTIAN TAPIA

Tim Rosener, Mayor

Sebastian Tapia

DATED THIS 7th day of May 2024.

APPROVED AS TO FORM:

Ryan Adams, City Attorney

TO: Sherwood City Council

FROM: Jason M. Waters P.E, City Engineer
Through: Craig Sheldon Public Works Director, Ryan Adams, City Attorney and Craig Sheldon, City Manager Pro Tem

SUBJECT: Ordinance 2024-001, vacating city public right-of-way located on an unnamed street within the Tonquin Employment area east of SW Tonquin Road

Issue:

Should the City release the public's interest in an unnamed street right-of-way located east of SW Tonquin Road approximately 280 feet southeast of SW Oregon Street?

Background:

This Ordinance is being submitted as a public request of Schnitzer Properties, LLC, who have ownership of the Sherwood Commerce Center LLC for which property in Document No. 2024-004454 is owned by. Attached are exhibits showing the location of the right-of-way to be vacated in reference to surrounding properties and streets.

Title to the vacation of the unnamed right-of-way will revert back to the original property from which it was originally dedicated, in the case of the right-of-way between SW Tonquin Road and SW Commerce Court, the property will revert back to Cascade Civil Development, Inc. (Doc. No. 2023-043257), in the case of the right-of-way east of SW Commerce Court, the property will revert back to Sherwood Commerce Center LLC (Doc. No. 2024-004454), in conformance with ORS 271-140. ORS 271 describes the criteria and processes for vacating public right-of-way and easements, which includes public noticing of the proposed action and a public hearing in which the governing body may grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

The unnamed street right-of-way petitioned to be vacated was recently transferred from a Washington County right-of-way to a city right-of-way upon the annexation of the adjacent properties within the Tonquin Employment Area. The right-of-way was originally for access to existing homes in the area which have now been demolished and therefore is no longer needed. Also, SW Commerce Court and SW Industrial Way are nearing completion which will provide access to surrounding developments in the area.

Vacation of this right-of-way has been reviewed by and deemed acceptable by City of Sherwood Public Works Department and Community Development Department. A public storm and sanitary sewer easement has been recorded over the entirety of the right-of-way between SW Tonquin Road and SW Commerce Court for the city to operate and maintain storm sewer and sanitary sewer facilities located within the right-of-way to be vacated. The Community Development Director determined that a pedestrian interconnect through this unnamed street right-of-way between SW Tonquin Road and SW Commerce Court is not necessary. Maintenance access to city storm sewer and sanitary sewer will be constructed, within the unnamed street right-of-way to be vacated, by surrounding developments.

Vacation of the unnamed street right-of-way east of SW Commerce Court will allow for the property to the east to obtain full development potential.

Currently there are existing overhead franchise utilities within the unnamed street right-of-way. The adjacent development is currently in the process of getting these overhead facilities relocated to the PUEs along SW Commerce Court and SW Industrial Way. Since a PUE is not being maintained over the right-of-way to be vacated, existing overhead utilities will need to be relocated and the existing overhead facilities removed prior to recording of this right-of-way vacation.

Vacation of this right-of-way will not have an adverse effect on any adjacent property values, whereas redevelopment of this land may actually increase the property value of adjacent properties.

City Council adoption of Ordinance 2024-001, vacating the unnamed street right-of-way shown and described in the attached Exhibit "A", causes no negative impacts to City owned infrastructure. Vacation of the unnamed street right-of-way will enhance Sherwood livability, and promote Resident well-being.

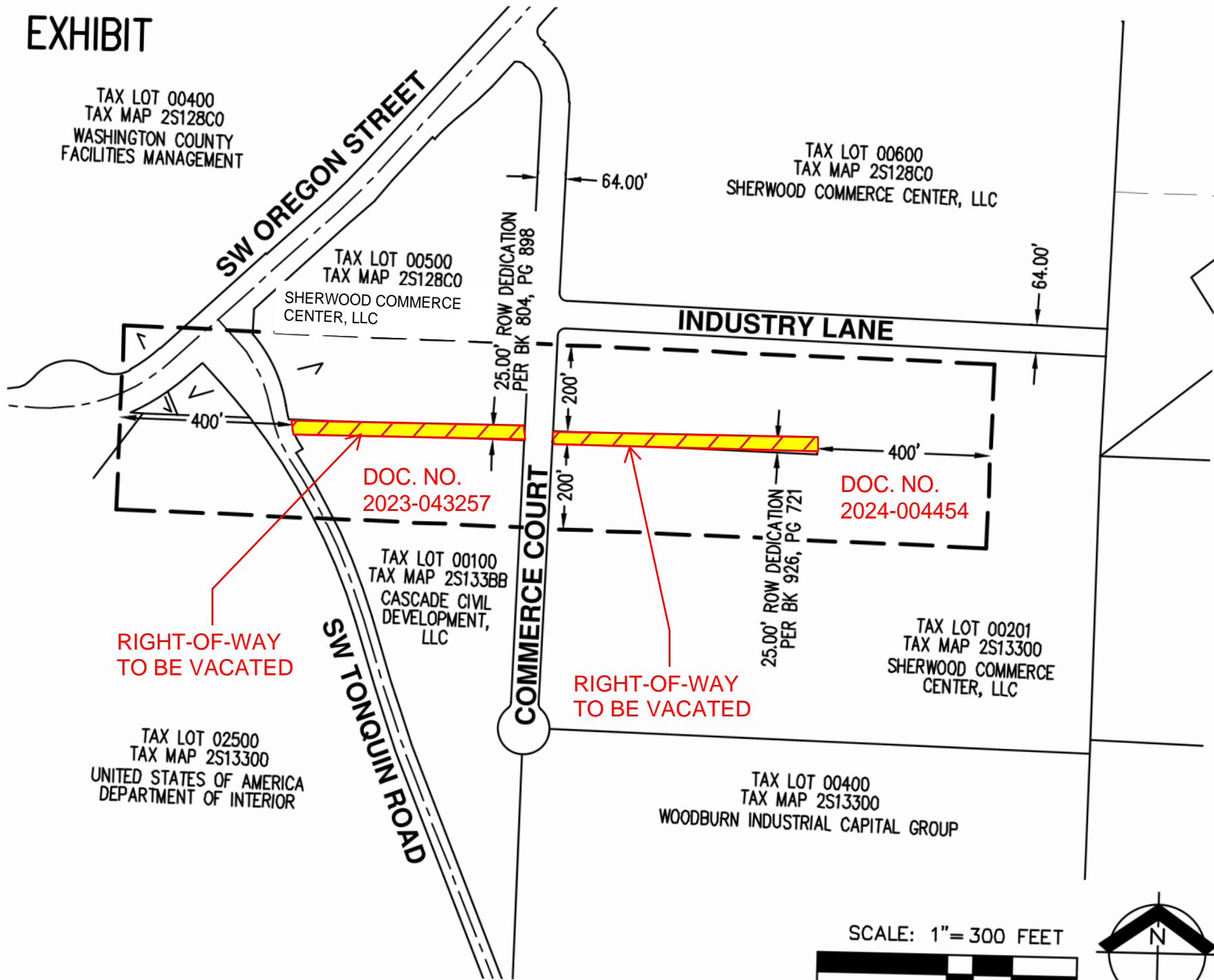
Financial Impacts:

There are no future costs to the City associated with vacation of this right-of-way and the applicant has paid a deposit ensuring that the full cost of this request is paid for by them. Vacation of the right-of-way comprises the release of the public's interest in right-of-way that is no longer needed. This unnamed street right-of-way vacation does not extend to any right-of-way dedications or easements granted to the city since the most recent section of the unnamed right-of-way annexed into the City on March 15, 2022. Vacation of this right-of-way will add property in private ownership and thereby add to the taxable land base.

Recommendation:

City staff respectfully recommends that City Council hold a public hearing for Ordinance 2024-001, vacating city public right-of-way located on an unnamed street within the Tonquin Employment area east of SW Tonquin Road.

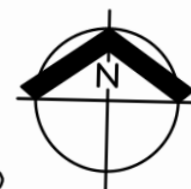
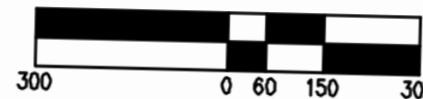
EXHIBIT



RIGHT-OF-WAY
TO BE VACATED

RIGHT-OF-WAY
TO BE VACATED

SCALE: 1" = 300 FEET



AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		RIGHT-OF-WAY VACATION EXHIBIT		12/14/2022 DRWN: WCB AKS JOB: 9749	CHKD: MSK EXHIBIT
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ORDINANCE 2024-001

VACATING UNNAMED CITY RIGHT-OF-WAY LOCATED EAST OF SW TONQUIN ROAD IN THE TONQUIN EMPLOYMENT AREA

WHEREAS, the City has received a petition to vacate an unnamed street right-of-way located east of SW Tonquin Road in the Tonquin Employment Area being more particularly described and shown on the attached Exhibit “A” (Legal Description) and Exhibit “B” (Survey Map); and

WHEREAS, the petition for vacation included the written consent of the owners of all abutting properties and not less than two-thirds of the area of the real property affected thereby, as defined in ORS 271.080; and

WHEREAS, the City posted a notice of the vacation request at the point of the intersection of the unnamed right-of-way with SW Tonquin Road and mailed notification to property owners within 1000 feet of the vacation area and published the notice in a local newspaper on two separated dates, March 21 and March 28, 2024 in, all in accordance with ORS 271.110; and

WHEREAS, title to the vacated right-of-way will revert back to the original property from which it was originally dedicated, in the case of the right-of-way between SW Tonquin Road and SW Commerce Court, the property will revert back to Cascade Civil Development, Inc. (Doc. No. 2023-043257), in the case of the right-of-way east of SW Commerce Court, the property will revert back to Sherwood Commerce Center LLC (Doc. No. 2024-004454) per ORS 271.140; and

WHEREAS, the homes that were previously served by the unnamed street have been demolished; and

WHEREAS, new right-of-way and PUE have been dedicated in this area for new streets known as SW Commerce Court and SW Industry Way which are currently nearing completion of construction and will provide access to the property previously using the unnamed street; and

WHEREAS, the existing unnamed street right-of-way east of SW Commerce Court is no longer needed for any present or future purposes; and

WHEREAS, the existing unnamed street right-of-way between SW Tonquin Road and SW Commerce Court has been determined by city staff to only be needed for storm sewer and sanitary sewer purposes for which an easement has been granted to the City; and

WHEREAS, adjacent developments will be constructing necessary maintenance access for City maintenance access to storm sewer and sanitary sewer facilities located within the right-of-way to be vacated; and

WHEREAS, the vacating of the right-of-way does not extend to any right-of-way dedications or easements granted to the city since the most recent section of the unnamed right-of-way annexed into the City on March 15, 2022; and

WHEREAS, there are existing overhead franchise utilities located within the unnamed street right-of-way that are in process of being located underground along the newly constructed streets of SW Commerce Court and SW Industry Way, which will need to be completed along with the removal of the existing overhead franchise utilities prior to recording of this right-of-way vacation.

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

Section 1: After full and due consideration of this right-of-way vacation application and the City Staff Report, the City Council finds that the consent of the owners of the requisite area has been obtained, notice has been duly given and the public interest will not be prejudiced by the proposed vacation.

Section 2: The City Council authorizes the vacation of the unnamed street right-of-way from SW Tonquin Road to its eastern terminus upon relocation and removal of the existing overhead franchise utilities located within the unnamed street right-of-way.

Section 3: This ordinance will become effective the 30th day after its enactment by the City Council and approved by the Mayor.

Duly passed by the City Council this 7th day of May, 2024.

Tim Rosener, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Standke	_____	_____
Giles	_____	_____
Scott	_____	_____
Mays	_____	_____
Brouse	_____	_____
Young	_____	_____
Rosener	_____	_____



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 | www.aks-eng.com

AKS Job #9749

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

Right-of-Way Vacation

A tract of land located in the Northwest One-Quarter of Section 33, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more particularly described as follows:

Commencing at the north one-quarter corner of said Section 33; thence along the north line of said Section 33, North 88°43'56" West 654.51 feet to the east line of a 25.00 foot wide Right-of-Way Dedication per Book 926, Page 721, Washington County Deed Records, and the Point of Beginning; thence along said east line, South 01°09'31" West 25.02 feet to the south line of said Deed; thence along said south line, North 88°43'49" West 654.27 feet to the south line of a 25.00 foot wide Right-of-Way Dedication per Book 804, Page 898, Washington County Deed Records; thence along said south line, North 88°50'36" West 557.79 feet to the northeasterly right-of-way line of SW Tonquin Road (37.00 feet from centerline); thence along said northeasterly right-of-way line on a non-tangent curve to the right (with a radial bearing of North 66°17'15" East) with a Radius of 264.84 feet, a Central Angle of 05°50'02", an Arc Length of 26.97 feet, and a Chord of North 20°47'44" West 26.95 feet to the north line of said Book 804, Page 898; thence along said north line, South 88°50'36" East 567.75 feet to the north line of said Book 926, Page 721; thence along said north line, South 88°43'56" East 654.38 feet to the Point of Beginning.

The above described tract of land contains 30,441 square feet, more or less.

The Basis of Bearings for this description is based on Survey Number 34,413, Washington County Survey Records.

12/12/2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in black ink, appearing to read 'Mike Kalina'.

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

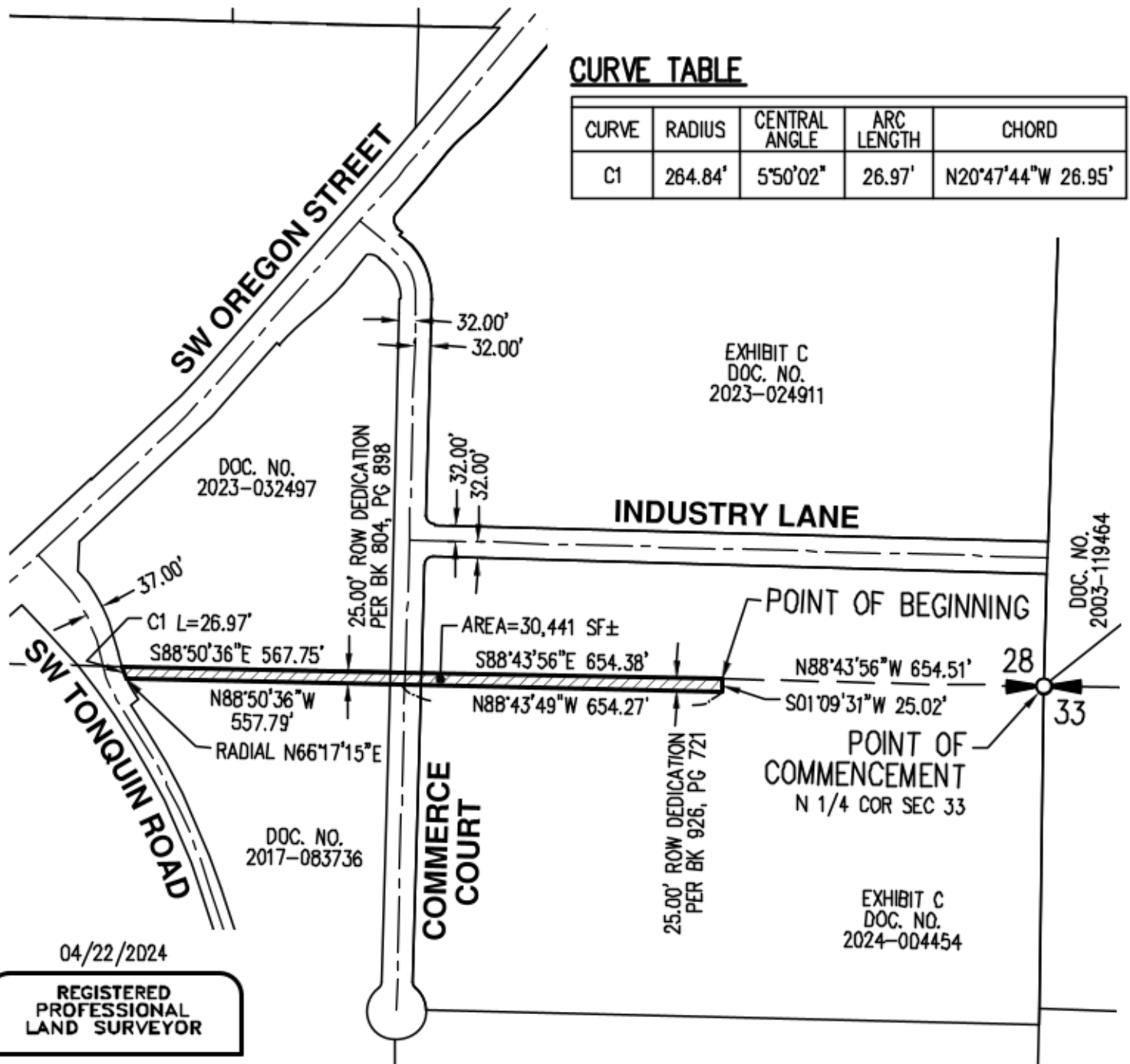
RENEWS: 6/30/23

EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	264.84'	5°50'02"	26.97'	N20°47'44"W 26.95'



04/22/2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS

RENEW: 6/30/25

SCALE: 1"=300 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



RIGHT-OF-WAY VACATION

PUBLIC RIGHT-OF-WAY
DRWN: WCB CHKO: MSK
AKS JOB: 9749
EXHIBIT B

Sherwood City Council Meeting

Date: May 7, 2024

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

Work Session

- “Murdock Park Master Plan Park Design Concepts” PowerPoint presentation from Assistant City Manager Kristen Switzer, Exhibit A
- “Development Code Audit to Promote Stronger Economic Development” PowerPoint presentation from Community Development Director Eric Rutledge, Exhibit B
- “Improve Development Code to Promote Stronger Economic Development” memo from Community Development Director Eric Rutledge, Exhibit C

Regular Session

- Handout from Mark Symonds re: Brookman sewer line extension
- Handout from Dan & Joanne Tatman re: Brookman sewer line extension

Sherwood City Council Meeting Date:

May 7, 2024

ATTENDANCE SHEET

NAME

ADDRESS

PHONE

GLEN SOUTHERLAND	129105 SW HERMAN RD. ST 100, TUALATIN 97062	503-563-6151
MARK SYMONDS	24400 SW Middleton Rd	503 312 8937
Sebastian Tapia	PO Box 23952, Eugene	541-654-1370
DAN & JUDITH TATMAN	24351 SW MIDDLETON	503 625-2103

In any City forum or meeting:

- Individuals may not impugn the character of anyone else, including but not limited to members of the community, the reviewing body, the staff, the applicant, or others who testify. Complaints about staff should be placed in writing and addressed to the City Manager. If requested by the complainant, they may be included as part of the public record. Complaints about the City Manager should be placed in writing and addressed to the Mayor. If requested by the complainant, they may be included as part of the public record.
- Comment time is 4 minutes with a Council-optional 1 minute Q & A follow-up.
- The Chair of a meeting may have the ability to modify meeting procedures on a case-by-case basis when especially complicated issues arise, or when the body is involved in extraordinary dialogue, but only after receiving the advice and majority consent of the body. The Chair may also cut short debate if, in his judgment, the best interests of the City would be served.

(Note: Written comments are encouraged, and may be submitted prior to the meeting by mail, or at the meeting. There is no limit to the length of written comment that may be submitted)

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I have read and understood the Rules for Meetings in the City of Sherwood.

Name: MARK SYMONDS Date: 5/22/24

Address: 28400 SW Middlefork Rd

Telephone: 503 312 8937 Email: SYMONDS1181@COMCAST.NET

I would like to speak to the Council regarding:

Subject: BROOKMAN SEWER TRUNK LINE

Land Use Hearings, please indicate: In Favor of Application: _____ Opposed: _____

If you want to speak to Council both during a public hearing and during citizen comments, **please submit a separate form for each item.** Public hearing comments must be relevant to the matter before the Council.

Please give this form to the City Recorder prior to you addressing City Council. Thank you.

Rules for Meetings in the City of Sherwood

It is the purpose of these rules to promote common courtesy and civility in all meetings of the City of Sherwood. All who wish to speak should expect to be treated fairly and with respect. All who speak should reciprocate by focusing on the issue being considered, while respecting the opinions of those with whom they may disagree. This will enable our community to establish an environment wherein all issues and opinions may be fairly considered and decisions, though sometimes difficult, will be made in a spirit of mutual respect of all citizens, no matter their differences.

Public Hearings before the City Council and other Boards and Commissions shall follow the following procedure:

- Staff Report--15 minutes
- Applicant--30 minutes(to be split, at the discretion of the applicant, between presentation and rebuttal.)
- Proponents—5 minutes each (applicants may not also speak as proponents.)
- Opponents—5 minutes each
- Rebuttal—Balance of applicant time(see above)
- Close Public Hearing
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- Questions of Staff/Discussion by Body—no limit
- Decision

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- No one can pass their time to someone else
- Proponents—5 minutes each (applicants may not also speak as proponents.)
- Opponents—5 minutes each. Opponents who represent a neighborhood or business association have 15 minutes
- Appellants—30 minutes (to be divided if there are multiple appellants.)
- Rebuttal—Balance of applicant time (see above)
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May 7, 2024

City Council Members
City of Sherwood
Re: Brookman Sewer Line Extension

My name is Mark Symonds. I am retired and have lived at 24400 SW Middleton Rd. in Sherwood for 27 years.

I am assuming you have seen and read my letter to Clean Water dated March 22, 2024. If not, please do so. I gave the City a copy of the letter back on March 25, 2024. I also sent a follow-up letter to the City back on April 8, 2024.

My biggest issue is that Clean Water Service's proposed Reimbursement District is charging 22 property owners \$3.8 million instead of spreading the \$3.8 million over a much larger number of property owners in the geographic area who will actually be using the pipeline in the future. From the very start, Clean Water said that all "benefitting users" would help pay for the pipeline, only to then drop on the 22 property owners via letter dated March 8, that they were the select few who have pay for the pipeline that will be used by all the other benefitting property owners. That just isn't fair, reasonable or justifiable. Please refer to my March 22, 2024 to the City for further detail and explanation.

Clean Water has still not responded to my letter to them dated March 22, 2024 (45 days ago).

Clean Water also still has not provided me any detail of their estimated costs of the project even though I submitted a public records request to them back on April 21, 2024 (16 days ago).

Not sure what's going on, but the longer it takes, the more suspicious I get.

I respectfully request that the City in their oversight responsibility of Clean Water (and on behalf of the 22 property owners who will be future residents of the the City) properly investigate the following:

- 1) Determine the actual number of all property owners who will in the future be utilizing the pipeline and ensure that they are all included in the Reimbursement District. Specifically, all of those properties in the various different basins that will gravity flow (or otherwise flow) into the Brookman pipeline.

2) Determine the minimum size of the pipeline that is actually required for the property owners in the Reimbursement District and ensure that such parties are only being charged for that minimum pipe size.

3) Audit the total cost of the pipeline of \$10.1 million (before any additional costs that may occur related to change orders for cost overruns) for proper support, accuracy, reasonableness and appropriateness.

4) Verify the proper allocation of the costs between the City, Reimbursement District and Clean Water.

5) Easement payments that will be paid to property owners by Clean Water for placing the pipeline on our property (totaling approximately \$674,000) are added back to Clean Water's construction costs and therefore charged right back to the property owners via the Reimbursement District methodology. This trickery in accounting and sales approach is condescending and results in no net benefit to the property owners from the easements. I believe that the easement payments to the property owners should be excluded from the cost of the pipeline being charged back to the Reimbursement District.

As further evidence of the impropriety of Clean Water's proposed course of action in this matter, please be aware of the following additional items:

A) Clean Water's proposed allocation of Reimbursement District costs places a significant financial burden on individuals lives. For example, they have presently proposed assessing me over \$89,000 for the initial Reimbursement District. That is approximately 15% of my homes current appraised value!

B) In addition to the initial amounts that Clean Water is assessing us through the Reimbursement District, they told the property owners at the March 20, 2024 open house that we would also be charged additional amounts in the future to extend the pipeline through our properties to adjoining property owners that will be using the pipeline in the future but are not currently being assessed for the pipeline. Based on a comparison of the costs per lineal foot that they are charging me for the \$89,000 (282 feet), the additional charge to run the pipeline to my adjoining property owners would be an additional \$113,000 (357 feet)! A total of \$202,000! Many property owners have assessments significantly in excess of these amounts.

C) Clean Water is requiring up front payment for their assessment or financing over a 10 year period. I'm guessing that the vast majority of the property owners don't have that kind of money to spend and so they will have to finance that liability. As an example, at Clean Water's financing rate of 4.59% that would increase my \$89,000 assessment to \$141,000 over the 10 year period. An additional \$52,000! If the \$202,000 were financed by Clean Water it would increase to \$319,000. An additional \$117,000!

D) Clean Water has suggested that the financing rate for the assessment be at 4.59%. This is comprised of a 2.59% Index Rate plus a 2.0% fee to cover "loan administration costs". Based on the \$3.78 million Reimbursement District costs, this would accumulate to \$5.927 million over the 10 year period. An additional amount of \$2.147 million of income to Clean Water! The portion just to cover the "loan administration costs" would be \$836,000! This amount seems to be substantially in excess of the actual costs that will be required to collect loan payments over this period and should be lowered accordingly.

E) The assessments and loans proposed by Clean Water will reduce the amount of money property owners will be able to borrow from their financial institution related to their homes. Financial institutions loan money collateralized by the CURRENT appraised value of their homes, NOT the future potential value of their property. Accordingly, when the effected property owners attempt to get a Home Equity Loan or refinance their home, the amount of the assessment or loan will be subtracted from the current appraised value and the property owner will not be able to borrow on that amount. This will place another significant financial burden on many of the property owners. In addition, when they sell their home, Clean Water will receive the amount of the assessment or loan and the owner will not receive any proceeds for that amount.

In summary, please put yourselves in our shoes. As future residents of the City of Sherwood, I sincerely hope that you as our elected officials will help support and protect us from being unfairly taken advantage of by third parties such as Clean Water Services. If you were placed in our position, I'm hoping that you would feel the same way so please allocate the resources to look into this matter to determine if there can be a more just and equitable way to resolve it.

I believe there is a misconception that all of the property owners in the Urban Growth Boundary are going to reap significant financial benefit from the pipeline project and subsequent development. While this may be true to certain of the larger property owners, it is definitely not true for insignificant property owners such as myself. My property is very small with an irregular shape, wetlands, floodplain and an existing home, shop and barn. The development potential of my property is minimal and the financial structure suggested by Clean Water minimizes it even more.

Clean Water is not going to just roll over and admit that their approach (which helps maximize financial returns to them) needs to be amended. It will take somebody with the financial clout and business acumen like the City of Sherwood to stand up to them and not be confused and intimidated. I hope that you can help us out in this matter.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Mark Symonds". The signature is fluid and cursive, with the first name "Mark" being more prominent.

Mark Symonds

Katie Corgan

From: Tatman <PineTopInc@comcast.net>
Sent: Wednesday, May 1, 2024 7:03 PM
To: CityRecorder
Cc: Tim Rosener; pinetopinc@comcast.net
Subject: Presentation for 5/7/24 Sherwood Council Meeting
Attachments: We sent you safe versions of your files; Letter to Sherwood City Council.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and/or know the content is safe.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hello,

I would appreciate being added to your agenda for the 5/7/24 City of Sherwood Council Meeting. I have attached a document that expresses our concerns. We are interested in hearing what involvement the city council has had in the planning and management of the Brookman Sanitary Sewer Project.

Sincerely,

Dan & Joanne Tatman
24351 SW Middleton Road
Sherwood, OR 97140
(503)625-2103

May 1, 2024

Subject: Funding for Brookman Sanitary Sewer Project

We live in Sherwood on Middleton Road. We have been receiving miscellaneous information from Clean Water Services regarding this purposed sewer line since 2019 (or possibly 2018?). The past few years there have been several meetings held by Clean Water Services which sometimes included Sherwood City representatives to discuss the sewer line.

It has been presented to us in several ways, such as "This sewer will serve the new Sherwood High School and the future developable urban area" and "...to serve the new Sherwood High School, the Brookman Area annex, the Sherwood West Urban Reserve Area (URA), and the Sherwood South URA" and "...to serve the new Sherwood High School, Sherwood West Planning area, the Brookman Concept Area, or the Urban Reserve Areas south of Brookman Road" and "...providing service to the new Sherwood High School and upcoming development in the Brookman area". As you can see, it has mainly been promoted as being for the Sherwood HS and the city growth.

We received the information because we are among the "privileged" few that will have the sewer line actually across our property.

We started hearing about a "Reimbursement District" that we would be included in. We looked that up and found the following description..."The area that is determined by the City Council to derive a benefit from, and will have an opportunity to utilize, the construction of a street, water, sewer, storm water, or other public improvement, financed in whole or in part by the applicant." The letter we received from CWS dated 3/11/24 says they are establishing the reimbursement district for the project. What is the criteria for the city of Sherwood to give the decision regarding Reimbursement Districts to CWS?

I must say that we were shocked when we received the letter from CWS dated March 11, 2024 that shows the Reimbursement District includes 22 properties (that we are included in) that are responsible for helping the city of Sherwood and CWS to pay for the sewer line. We are being told that we are expected to pay huge amounts of money (our reimbursement charge being \$220,413.40). We (along with the other 21 properties) are being told we have this charge because the sewer line will be a **Benefit?** to us. We don't need it (we have a septic system), didn't ask for it and really don't want it. So why is it being promoted as a benefit to **US** (the 22 properties)?

It was advertised as being needed for the Sherwood HS and Sherwood future developable areas, etc. so why isn't the "Benefit" also being charged to those entities and not the properties that won't even be using the sewer line in most cases for many years to come?

We were told it would not be a lien on our property, however, we would need to take out a loan for the full amount owed. They would be kind enough to provide the loan for a non-fixed interest amount.

When the city decides they need additional sewer lines, why isn't there a process for the city and CWS to fund that sewer line without expecting a handful of properties to be partially responsible for the funding?

This causes a huge financial hardship for families that are mostly retired and in some cases includes veterans with disabilities.

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I have read and understood the Rules for Meetings in the City of Sherwood.

Name: Dan & Joanne Tatman **Date:** 5-7-24

Address: 24351 SW Middleton Rd Sherwood

Telephone: 503 625 2103 **Email:** panetopline@comcast.net

I would like to speak to the Council regarding:

Subject: Sewerline Reimbursement District

Land Use Hearings, please indicate: In Favor of Application: _____ Opposed: _____

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REIMBURSEMENT DISTRICTS INITIATED BY CLEAN WATER SERVICES



Payment of Reimbursement Charges

A property owner who is in the Reimbursement District does not have an obligation to connect to the sewer within a certain time frame though certain situations may necessitate connection. A benefited property owner only needs to pay the reimbursement charge if they connect to the improvement for which the RD was formed. Connection may include:

- Physical connection to the improvement, or
- For a stormwater RD, creating an impervious surface that drains to the public system.

The owner must pay the reimbursement charge at the time a connection permit for their lot is approved.

Cost-Sharing and Financial Assistance

CWS offers several ways to help property owners manage costs:

- Early connection incentive – If the property connects to the sanitary sewer within one year of sewer availability, the reimbursement charge is reduced by waiving their property's allocated share of the engineering and administrative costs (typically 10-15 percent of the reimbursement charge, detailed in the final report).
- Excess costs – If the project necessitated extraordinary conditions, construction solutions or circumstances resulting in excess costs that make the reimbursement charge disproportionately high compared to similar projects, CWS may assume the excess costs. This cost allocation will be clearly shown in the engineering report.
- Financing – CWS offers financing at the Oregon Bond Index Rate. The project interest rate will be stated in the engineering report. Interest accrues at this low interest rate starting at the time of establishment of the final reimbursement charge. If the owner applies for financing from CWS when payment of the reimbursement charge is due, two percent is added to the project interest rate to cover administrative costs. Financing agreements are generally 10 years, requiring semi-annual payments and are administered by Washington County. The reimbursement charge and System Development Charge, also known as the connection fee, may be financed.
- Private Plumbing Financing – If a sanitary sewer connection is made within one year of sewer availability, private plumbing costs up to \$10,000 may be financed through CWS according to the terms above.
- Special Considerations – Occasionally, when a lot would have a significant reimbursement charge due to lot size, configuration, development status, natural features, or other factors, special provisions can be made. These provisions must be documented in the engineering report and cannot be proposed subsequent to adoption of the final reimbursement charge.

Learn more about Permitting Connections

When a property owner is ready to connect to the project, they will contact Clean Water Services to request a connection permit. Additionally, depending on the site, it may be necessary to decommission a septic tank or construct private plumbing which will require review and permit by the appropriate building department.

For CWS permitting fees and connection charges, visit cleanwaterservices.org/media/1879/review-and-inspection-fees.pdf

For CWS rates and charges, visit cleanwaterservices.org/budget

Visit cleanwaterservices.org/permits-development/

or contact CWS Permit Counter by phone 503.681.5100 or email permits@cleanwaterservices.org to learn more.

In unincorporated Washington County, the County Building Department can provide more information about plumbing, building, and grading permits. If the property is located in a city, contact the city to learn more.



Everything we do at Clean Water Services aims to protect public health while enhancing the natural environment of the Tualatin River Watershed.

Clean Water Services

2550 SW Hillsboro Highway
Hillsboro, Oregon 97123
503.681.5100
cleanwaterservices.org

Revised 4/23

PAYING FOR THE BROOKMAN TRUNK SEWER

FAQ - FREQUENTLY ASKED QUESTIONS

What is a regional System Development Charge (SDC)?

Clean Water Services is a county service district that derives revenue from ratepayers. Any time a property owner obtains a permit to connect to the public sewer system, they pay a permit fee, also known as a System Development Charge (SDC). Revenues from SDCs are used to pay for improvements to the sewer system, water resource recovery facilities, and pump stations necessary to support new development. This includes items such as clarifiers, digesters, and other infrastructure and oversizing gravity sewers to provide the capacity necessary to convey flow to the treatment plants. The regional SDC, currently set at \$6,824 per single family residence, remains consistent across the entire Clean Water Services district boundary. These funds are aggregated and utilized to fund various projects essential for accommodating new development throughout the district.

Pipes 12 inches in diameter and smaller that allow direct connection from houses to the trunk sewer system are built by developers constructing subdivisions. The cost to build these sewers is transferred from the developer to homebuyers, incorporated into the purchase price of their house. It is also a requirement of developers to extend the sewers through their developments to the next upstream property.

Some sewers serve three purposes. They enable direct connection to houses. They are oversized to carry flow from a large area upstream, and they meet the development requirement to serve the next upstream property. The Brookman Trunk sewer is an example where one sewer meets all three objectives.

Who pays to design and construct the sewer?

Clean Water Services and the City of Sherwood are covering the expenses for the sewer infrastructure.

Ultimately, property owners who benefit from the construction will share the cost through a Reimbursement District.

What is the funding source for covering the project cost?

The project will be funded through a combination of regional System Development Charges (SDC) administered by Clean Water Services, local SDCs funded by the City of Sherwood, and an internal CWS capital improvement fund loan to be repaid over time through reimbursement charges.

As a property owner, why am I expected to pay part of the project cost?

Under the rules of a Reimbursement District, you are not required to pay anything until you begin to realize the benefits of the sewer. You may gain the benefit in one or more ways:

Should you choose to decommission your onsite septic system and connect your house or business to the sewer, you are directly benefiting and will be required to pay or finance your reimbursement charge. You must also obtain a connection permit and pay your SDC as described above.

Should you develop your property by partitioning or subdividing thus creating additional buildable parcels, you will be required to provide a sewer to each new parcel and will be required to meet the sewer extension requirements to upstream parcels as described above. Because the new Brookman Trunk has met the obligation to serve the upstream property, you have now gained the benefit of the sewer.

How is the amount of my reimbursement charge calculated?

All costs must be determined for surveying, engineering design, permitting, easement acquisition, construction, and project administration. Extraordinary costs such as crossing Highway 99W and the railroad crossing that do not directly benefit any parcels are part of the costs covered by the SDC.

PAYING FOR THE BROOKMAN TRUNK SEWER

FAQ - FREQUENTLY ASKED QUESTIONS (CONTINUED)



The cost difference between constructing a standard local 12-inch-diameter line and the larger sewers being constructed with this project are also eligible SDC costs and covered by the Clean Water Services SDC fund.

The cost to build the sewer at 12 inches in diameter across or adjacent to lots that directly benefit is passed along to the owners in the Reimbursement District. Larger lots have the potential to be divided into more parcels than smaller lots and would gain more benefit from the new sewer. Therefore, the reimbursement charge is based on the estimated developable area of each benefiting lot. Goose Creek and Cedar Creek run across many lots on this project. Natural water resource areas along and adjacent to these creeks are generally undevelopable and have been excluded in the developable area calculation. The calculation of the reimbursement charge is:

$$\text{Reimbursement Charge (per acre)} = \frac{\text{Total cost of 12-inch local sewer across benefiting properties}}{\text{Total developable area of benefited properties}}$$

A Reimbursement District is a mechanism to reimburse the expense of constructing public infrastructure to the project owner who pays the initial cost. Reimbursement charges are paid by those who directly benefit from the infrastructure when those benefits are gained.

I have a large lot, but just want to connect to my current house. Do I have to pay the reimbursement charge for the entire lot?

An owner with more than one-half acre of developable area wishing to connect their existing house may pay the reimbursement charge associated with one-half acre. The balance of the reimbursement charge would be deferred until development activity occurs on the lot.

If I defer making a connection to the sewer, will the cost increase?

Any unpaid reimbursement charge amount will increase annually by the Oregon Bond Index Rate in effect at the time of the adopting legislation. The Oregon Bond Index rate fluctuated between 2.3% and 3.5% between June and December 2023.

Question: Are there any advantages to connecting to the sewer system?

Some owners prefer the reliability of a public sewer over maintenance concerns of a private onsite septic system. As an area develops and becomes denser with both people and infrastructure, septic systems requiring large lots for adequate percolation become less viable from a public health perspective.

Clean Water Services offers a financial incentive to connect to the sewer within one year of it becoming available. The amount of the incentive is estimated to be between 5% and 10% of the reimbursement charge and is based on project overhead costs.

I need to connect to the sewer, but don't have the money to pay the reimbursement charge. What are my options?

Clean Water Services offers 10-year financing at the Oregon Bond Index Rate plus 2%. At the time you obtain a permit to connect to the sewer system, you may enter into an agreement with CWS to pay your reimbursement charge in semiannual installments over 10 years. CWS also offers financing agreements for the permit fee. If you connect within one year of sewer availability, you may also finance the cost to decommission your septic system and construct your connection to the public sewer.

If I sell my property, do I have to pay the reimbursement charge?

The reimbursement charge is not a lien on the property unless you enter into a financing agreement with Clean Water Services. If you are deferring connection, you are not

PAYING FOR THE BROOKMAN TRUNK SEWER

FAQ - FREQUENTLY ASKED QUESTIONS (CONTINUED)



required to pay the reimbursement charge when you sell your property. The Resolution and Order adopted by the CWS Board of Directors that sets the final reimbursement charge will be filed with the County Recorder and attached to your property. It will notify anyone conducting a title search on your property that they will be subject to the reimbursement charge if they make a connection to the sewer system.

Do I ever have to connect to the sewer?

There is no prescribed time to connect to the sewer. Once the sewer is available, if you encounter a septic system failure, you must decommission your onsite septic system and connect to the sewer.

If you build additional dwelling units on your property, you will be required to connect them to the sewer. The original house may also be required to connect to the sewer.

My property is outside the Urban Growth Boundary. Can I connect to the sewer?

Lots outside the Urban Growth Boundary may not receive the urban services offered by a sanitary sewer. Upon annexation from the Urban Reserves into the Urban Growth Boundary, a lot becomes eligible for public sanitary sewer service.

If I connect to the sewer, do I have to annex into the City of Sherwood?

Initially, much of the new line will be constructed in unincorporated Washington County and annexation to the city will not be required to connect your existing home. Annexation into the Clean Water Services district boundary is required to obtain service.

Development activity on your lot may require annexation to the City of Sherwood. As areas along the Brookman Trunk sewer develop, annexations into Sherwood will occur, and ownership of the sewer line will change from CWS to Sherwood. Generally, connection to a city-owned line requires annexation to Sherwood. The requirement to annex to Sherwood will be dependent upon the development activity and sewer ownership.

BROOKMAN SANITARY SEWER PROJECT

FAQ: FREQUENTLY ASKED QUESTIONS

Why are the City of Sherwood and Clean Water Services partnering to construct a new sanitary sewer line in this area?

There is not a sanitary sewer line available to serve the new Sherwood High School, Sherwood West Planning area, the Brookman Concept Area, or the Urban Reserve Areas south of Brookman Road. The new sewer trunk line will serve all these areas. Currently, Sherwood High School is using a temporary pump station to pump sewage up the hill to the north and into an existing line. The Brookman Sanitary Sewer Project will provide the high school with a permanent gravity sewer connection and remove the pump station. This line will also be available as future properties in the area are brought into the City of Sherwood for development.

What is the schedule for the project?

We hope to complete our preliminary design in the spring of 2023. After that, the final design and permitting stage will begin. The final design includes all construction plans needed to build the sewer and meet permit conditions. Final plans will be ready for bid by the fall of 2023. Construction of the CWS project is expected to start in the spring of 2024. It will take one to two years to complete construction.

What is the area and extent of impact for the project?

The project impact area will be a 50- to 100-foot-wide swath following the preliminary design route. The impact area will be dependent on the depth of the pipe and the terrain it is crossing. More areas will be impacted as staging areas to store materials and park equipment and vehicles.

If the sewer line goes through our property, what recourse do we have? Do we have a choice? How will you work with property owners in these situations?

Now is the best time to coordinate with Clean Water Services on the location of the new sanitary sewer pipe. We realize that accommodating construction may be difficult for some residents, and we are committed to working with community members whenever possible. Since this is a gravity line, it can only flow downhill. This limits the options for the location of the line to properties with the right slope and elevation. This is important to ensure that the sewer is neither too deep nor too shallow.

Clean Water Services works with each impacted property owner to negotiate the purchase of an easement to construct and operate the sanitary sewer pipe. It is always our intent to negotiate in good faith and come to a fair and equitable agreement.

What is an easement?

An easement is an interest in land that entitles the owner of the easement to use the land of another for a specific purpose. This specific purpose is explained in the terms of the easement. It does not change the ownership of the land.

How can new infrastructure go into the Urban Reserves? I thought Metro says development should stay in the Urban Growth Boundary (UGB). If it goes into the Urban Reserves, can residents hook up to it?

Generally, sanitary sewers are considered an urban service and should be in the UGB. There are limited exceptions to this rule to allow for the location of utilities outside the UGB to supply efficient service to those properties inside the UGB. This is the case with this project — by installing the line outside the UGB, it can be more efficiently constructed by following the contours of the land.

BROOKMAN SANITARY SEWER PROJECT

FAQ - QUESTIONS AND ANSWERS (CONTINUED)



How can new infrastructure go into the Urban Reserves? (continued)

Properties outside the UGB are not allowed to connect to the sanitary sewer. There are exceptions for situations that could result in a public health hazard and for certain agricultural business uses such as food processing. CWS must abide by these rules. For those properties outside the UGB, they will continue to use a septic system. Once they are annexed into both the UGB and City of Sherwood, they can connect.

How do you build seismic resilience? What are the pipes made of and are they earthquake resilient?

The pipes for a project of this size are likely made from a flexible polyvinyl chloride (PVC) connected with flexible watertight joints. These joints provide seismic resilience by allowing the pipe to flex without breaking. This material is an improvement over traditional rigid concrete pipe materials that can crack with ground movement.

How does restoration work tie into the pipe and infrastructure construction?

As a water resources management utility, we are responsible not only for infrastructure but also protecting public health and the Tualatin River Watershed.

In addition to sanitary sewers, CWS is also the agency responsible for stormwater within the Tualatin River Basin. A big part of protecting the health of the Tualatin River is protecting the health of the streams that feed it. We do this by protecting the streams from encroachment by new development, regulating stormwater flows into our streams, and enhancing our streams by removing nonnative and invasive plants and protecting them from erosion.

What if we have livestock or goats that will be removed or affected? How do you handle that? Can livestock go elsewhere for an interim period?

Relocation or protection of livestock will be negotiated during easement acquisition. It is helpful if residents let CWS know early if they have unique concerns. CWS can work with individual property owners on resolutions to minimize impacts.

What happens if the project impacts someone's driveway, lawn, etc.?

Our contractors are required to restore the site as it was found or better. In the situation where we can't replace what was affected, this will be negotiated in the easement acquisition phase. As design progresses on the project, we will be able to determine impacts to individual properties and work with the property owner on the desired level of restoration.

Does Clean Water Services manage roadside drainage ditches?

No, roadside ditches are maintained by the agency responsible for the road. CWS regulates the vegetated corridor on either side of sensitive areas (creeks, wetlands, and streams). Sometimes this may include ditches if they were historically a stream. We also install and maintain storm drainage infrastructure and facilities, sanitary sewer pipes and pump stations, and resource recovery facilities.

Can you provide digital maps of the alignments?

Yes, PDFs of the maps are available. Please contact Daniel Rittatore at RittatoreD@cleanwaterservices.org.

BROOKMAN TRUNK SEWER EXTENSION
SANITARY SEWER REIMBURSEMENT DISTRICT

PRELIMINARY REIMBURSEMENT DISTRICT REPORT FOR PROJECT No. 6966

March 8, 2024

Background

In partnership with the City of Sherwood (Sherwood), Clean Water Services (CWS) agreed to manage the extension of 10,000 linear feet (lf) sanitary sewer trunk through unincorporated Washington County to serve areas in the Sherwood Urban Planning Area. The sewer will provide service to areas recently annexed into the Urban Growth Boundary (UGB) and designated to annex to Sherwood upon development. These areas include the Brookman Annexation area also known as Sherwood South, and the Sherwood High School site on Elwert Road, which was annexed into Sherwood. Additionally, the sewer will serve portions of Sherwood West and areas south of Brookman Road that are in Urban Reserve and designated by the Urban Planning Area Agreement (UPAA) to annex to Sherwood in the future.

The sewer will serve as a trunk line serving the Cedar Creek drainage basin (Figure 1). The sewer project starts at the Cedar Creek trunk terminus in the Cedar Creek riparian corridor. The confluence with Goose Creek, a tributary to Cedar Creek, is approximately 2,850 feet upstream. The sewer trunk will roughly follow the Goose Creek corridor upstream and cross Pacific Highway 99W. The alignment will parallel Highway 99W extending northeasterly to the intersection with Elwert Road where it will connect to dry sewer lines constructed in Elwert Road and Krueger Road when Sherwood High School was built. Future branches from this sewer trunk will serve larger areas within the urban reserve in the Cedar and Goose creek drainage basins. The sewer has been sized to meet anticipated buildout conditions of its service area.

Project Description by Segment

To facilitate describing the project, it can be divided into five segments.

Segment 1 – Segment 1 (maintenance hole (MH) #0 to MH #6, 1,230 lf) commences at the terminus of the trunk line constructed with the Middlebrook Subdivision in 2022. Segment 1 is 21 inches diameter and will be constructed roughly in the Cedar Creek riparian corridor extending southwesterly to cross Brookman Road. The sewer ranges from 10 feet in depth in the corridor to 25 feet deep in Brookman Road. It will be constructed on property dedicated to Sherwood as a sensitive natural resource area during development of the adjacent residential subdivisions, Riverside at Cedar Creek, and Reserve at Cedar Creek.

Segment 2 – Segment 2 (MH #6 to MH #16, 2,470 lf) continues at 21 inches diameter and extends from the intersection of Brookman Road and Oberst Road, southward on Oberst then westerly adjacent to the Cedar Creek riparian corridor to reach the Goose Creek tributary. The

sewer turns northerly and follows a private driveway to Brookman Road. It crosses five properties outside the UGB between Oberst and Brookman Roads. It varies in depth from 3 feet near the creek to 25 feet at both ends at Brookman Road.

Segment 3 – Segment 3 (MH #16 to MH #28, 4,000 lf) turns westerly on Brookman Road for 714 lf as a 21-inch diameter sewer before angling northwesterly to follow the historic stream alignment. After crossing one property for approximately 350 lf, it reaches Middleton Road. The maintenance hole in Middleton Road marks the transition to 18-inch- diameter. It crosses one more property over the next 440 lf before reaching the Southern Pacific Railroad. The sewer will be installed approximately 190 lf under the railroad tracks using trenchless boring. It follows the Goose Creek riparian area crossing one property and the corners of two additional properties for approximately 720 feet to reach Old Pacific Highway. The sewer continues 550 lf northward along Old Pacific Highway and crossing into the Sherwood corporate limits. It parallels the Middleton Elementary School property line inside the Sherwood for 855 lf. It turns westward, crossing two properties outside city limits for 185 lf to reach Highway 99W. Depths vary from 10 to 20 feet deep with some shorter sections slightly shallower and other short sections slightly deeper.

Segment 4 – Segment 4 (MH #29 to MH #30, 225 lf) is the trenchless crossing of Highway 99W at a depth up to 35 feet. The trenchless crossing terminates on the northwest side of Highway 99W in the Goose Creek riparian corridor.

Segment 5 – Segment 5 (MH #30 to MH #35 (existing Sherwood MH #29560)), 1,895 lf) is a 12-inch diameter sewer parallel to Highway 99W to reach the dry maintenance hole near the intersection of Elwert Road and Highway 99W. It traverses undeveloped land in the Sherwood Urban Planning Area. To maximize upstream service area and avoid a second highway crossing, sewers were installed deep in Elwert and Kruger roads requiring Segment 5 to reach depths of 40 feet. Construction will consist of removing over 15 feet of soil to create a bench. Excavation from the bench to the sewer bedding will be approximately 25 feet.

Project Cost and Financing

The Brookman Sewer Extension Project is estimated to cost \$10,108,001 as shown in Table 1. The construction total is estimated to be \$7,760,000. Survey, engineering, design and permitting is expected to be \$1,016,446. Easements, property impacts, temporary construction areas and easement acquisition services are expected to be \$673,860 and CWS labor for project overhead, administration, management, and inspection is estimated to be \$657,695.

The project is funded from three sources (Table 1). First, oversizing sewers beyond 12-inches diameter for capacity is funded by System Development Charges (SDC). Each new connection to the sewer system throughout the CWS service area pays a Regional SDC of \$6,552 (the fiscal year 2023-24 rate, which is 96% of the total SDC) per Equivalent Dwelling Unit (EDU). These funds pay for capital improvements that add capacity to the system at water resource recovery facilities, pump stations, and sewers upsized larger than 12-inches diameter. These funds also

pay for extraordinary costs necessary for system expansion but not directly benefiting any specific property. In the Brookman project, extraordinary costs include the railroad crossing and Highway 99 crossing. The estimated SDC contribution to the project is \$4,351,421 (43%).

The second funding source is Sherwood's sewer fund. Sherwood is responsible for funding the local sewer (the cost to construct a 12-inch sewer) within the city limits and for the direct benefit of properties in the city. Segment 1 and a portion of Segment 4 in Old Pacific Highway and on the Middleton School, property is inside Sherwood limits. The extra depth expense of Segment 5 necessary to maximize the upstream service area is attributed to Sherwood. Sherwood's estimated cost is \$1,975,304 (20%).

The final funding source is assigned to the owners of the properties that directly benefit from the sewer. This cost is reimbursed to the party that initially pays the project from the benefiting property owners through a reimbursement district (RD). The estimated cost to construct this trunk sewer as a local 12-inch sewer for sections that directly benefit properties is \$3,781,276 (37%).

Benefiting Properties

For an RD administered under CWS Ordinance 43, which governs reimbursement districts, a benefited property must be relieved of a development obligation by virtue of the project. When a property undergoes development activity, the owner is required to extend the sewer through or adjacent to the property to provide access to all adjacent upstream properties. The Brookman Trunk sewer meets at least a portion of that requirement for all properties identified as members of the RD. For some properties, additional sewer lines will be required to serve other upstream properties.

Reimbursement Cost Allocation Methodology

The reimbursement charge (RC) should be distributed equitably among the benefiting properties. The amount of benefit is proportional to the amount of developable land on a benefiting property. Other common allocation methodologies such as front footage or cost to construct across a property would not equitably distribute costs due to the varying lot sizes, shapes, and sewer alignment.

Upon development of a property, a developer would distribute the cost of constructing the sanitary sewer among the units served by and utilizing the sewer. Undevelopable natural resource areas do not inherently benefit from a sanitary sewer. Therefore, undevelopable natural resource areas were subtracted from the gross property area. Estimates of natural resource boundaries were made from wetland delineations and application of current CWS vegetated corridor regulations. Although estimates were made from field surveys and other readily available data, precise field studies and submissions to regulators for concurrence were not conducted.

Undevelopable narrow drive accesses on flag lots and developable areas of benefited lots requiring a creek crossing for service from the trunk sewer were subtracted from the gross area. Figures 2A-2C along with Table 2 identify the areas subtracted from the gross property area to determine the developable area subject to the RC.

Not every square foot of the developable area can be used for building space to be served by sewer. While a standard percentage subtraction of areas for building setbacks, roadways, parking areas, stormwater management areas and other undeveloped areas could be applied to all benefited properties, such a proportional reduction would simply result in a proportional increase in the cost per developable acre. Therefore, no assumptions for additional undevelopable areas have been applied. No additional credits for areas not utilized for buildings requiring sanitary service will be given upon future submission of development plans.

Additional detailed explanations for some properties are discussed in Appendix A of the report.

The gross area of the benefited properties is 78.92 acres. Natural resource areas deducted from the gross area total 16.86 acres. Other undevelopable or non-benefited areas total 10.08 acres. The net benefited area subject to the reimbursement charge is 51.98 acres.

The formula for the RC is:

$$\text{RC (cost/acre)} = \frac{\text{Total cost assigned to the Reimbursement District}}{\text{Net benefited area of properties in the RD}}$$

The estimated RC for this project is $\frac{\$3,781,276}{51.98 \text{ acres}} = \$72,743.70/\text{acre}$

Early Connection Incentives

CWS Ordinance 43 provides for an early connection incentive for an owner to convert from their onsite septic system to the public sewer. The onsite incentive is the administrative and overhead internal labor costs applicable to the RD and prorated in the same area method as the RC. The administrative costs for the project are estimated to be \$657,695. Of that \$236,855 is attributable to the RD. Based upon the net developable area, the estimated early connection incentive is \$4556.59/acre. To be eligible, an owner must annex to the CWS service area boundary, pay their RC and permit fee, decommission their septic system, and make physical connection to the sewer within one year of notice of sewer availability. This incentive applies to the connection of an existing home currently using an onsite septic system. It does not apply to a development or simply payment of the RC.

RC and early connection incentive unit amounts are shown in Table 3.

Connection of an Existing Home

Many lots in the RD are quite large and connection of a single home would prove financially challenging. Therefore, for any lot with more than 0.50 acres of developable area, the applicable

RC to connect the existing home will be reduced to \$36,37.85 the equivalent charge associated with 0.5 acres. The balance of the RC will be deferred until a development activity occurs on the lot. Any lot with less than 0.5 developable acres will be subject only to their developable area shown in Table 2. Any applicable early connection incentive will be reduced in proportion to the reduction in the RC. See Table 4 for the RC to connect the existing home.

Areas outside the UGB

The nine lots south of Brookman Road and three lots northwest of Highway 99W are outside the UGB and are prohibited from receiving urban services. Although they are part of the RD and RCs will apply, they will remain unserved until annexed into the UGB. The exception is Lot 3S106B00300, site address 24661 Oberst Road, whose septic field will be destroyed during construction of the sewer. Plumbing from the existing home will be connected to the new sanitary sewer at the project's expense.

Homes in the RD that are served by a septic system but outside the UGB will be eligible for the early connection incentive if they connect to the sewer within one year of being annexed into the UGB. The early connection incentive amount will escalate annually at the project interest rate described below.

Interest Rate and Financing

RDs initiated and administered by CWS do not result in a lien on the property and there is no required time in which to connect to the sewer. The RD does not have an expiration date. The RC assigned to each property begins accruing interest when the CWS Board of Directors adopts the final RC, which occurs shortly after notice of sewer availability and project completion. The interest rate for this project is the current Oregon Bond 10-year AA+ Index Rate which is 2.59 percent per annum. Interest on the unpaid RC will accrue at this rate until it is paid. An owner has the option to finance payment of the RC through CWS by signing a 10-year financing agreement for the unpaid balance plus accrued interest. An additional 2.0 percent is added to the project interest rate to cover loan administration costs. Upon CWS filing of the financing agreement, it becomes a lien on the property.

APPENDIX A

Detailed explanations of some properties included or excluded from the RD

Properties included in the RD

TLID 3S106BB02500 – 18081 SW Brookman Road

The legal frontage for this lot is a narrow strip with access on SW Brookman Road. Although set back from Brookman Road, the legal frontage enables direct access to the sewer, enabling connection for the existing home. The narrow drive/legal drive is undevelopable and has been subtracted from the gross lot area.

TLID 3S106BB02300 – 24400 SW Middleton Road

Although this tax lot does not have direct access to the sewer, it is in common ownership with TLID 3S106BB02301, the undeveloped property adjacent to and south of the subject property. Due to common ownership, the property appraisal for the easement is required to consider the value of the combined properties. For consistency, and due to the ability for the developed lot to connect to the sewer through the adjacent lot, the lots are treated as one.

TLID 2S236D01300 – No site address (west of Highway 99W)

Due to the depth of the sewer and the creek, the portion of this tax lot on the west side of the creek cannot access the sewer without crossing through the adjacent property and is therefore subtracted from the gross area of the property.

TLID 2S236D00300 – Large development property west of Highway 99W

Due to the ability to serve the portion of this development lot from the trunk sewer by crossing the natural resource area, the developable portion of the tax lot west of the natural resource area is included in the developable area calculation.

Properties not included in the RD

TLID3601B00200 – 17769 SW Brookman Road

This tax lot is part of the Sherwood reimbursement district for the benefit of Middlebrook Development LLC adopted in June 2022. and can receive sewer service from the north and/or east. It is not subject to Brookman Trunk RD because this project has not met its upstream service obligations. Regardless of where connection is made, it will continue to be subject to Sherwood's reimbursement district. because it is utilizing the 8-inch to 12-inch capacity difference for which the reimbursement district was formed. Development of this property is likely to require a separate public sewer extension in the Brookman right-of-way.

TLID 3S106B00400 – 17878 SW Brookman Road

This tax lot is surrounded on the east, south, and west sides by lots in the RD. However, this lot is not adjacent to the sewer, has no direct access to the sewer, the sewer does not satisfy any development requirements, and will require a separate public sewer extension to serve it.

TLID 3S201A00100 – 24220 SW Old Highway 99W

Although the sewer passes through this lot, the area on the side of the creek on which the sewer traverses is fully encumbered with natural resource area. The developable portion of the lot is not serviceable without a public sewer extension.

TLID 3S201A00200 – 24195 SW Old Highway 99W

Although the sewer passes through this lot, the area on the side of the creek on which the sewer traverses is fully encumbered with natural resource area. The developable portion of the lot is not serviceable without a public sewer extension.

TLID 2S236D 01800 – 23505SW Old Highway 99W (Middleton Elementary School)

Although the sewer passes through this tax lot, the cost of this portion of the sewer has been removed from the CWS-administered RD and assigned to Sherwood because both the sewer and the property are within the Sherwood city limits.

Table 1 - Project Cost				
	CWS SDCs	City of Sherwood	Reimbursement District	Total
Construction	\$3,340,624	\$1,624,775	\$2,794,601	\$7,760,000
Survey, Engineering, Design, Permitting	\$437,573	\$212,822	\$366,052	\$1,016,446
Land and Easements	\$290,092	\$-	\$383,768	\$673,860
Overhead and Administration	\$283,133	\$137,707	\$236,855	\$657,695
Total	\$4,351,421	\$1,975,304	\$3,781,276	\$10,108,001

Table 2 - Area subject to Reimbursement Charge (RC)	Site Address	TLID #	Gross Area	Natural Resource Area	Excluded Area	Net Area subject to RC
Walter M & Rebecca S Kluser	17982 SW Brookman Road, Sherwood, OR 97140	3S106B000600	1.48	0.42	0.03	1.03
Susan Bryant	17934 SW Brookman Road, Sherwood, OR 97140	3S106B001302	2.05	1.36	0.41	0.28
Steven Hunker & Jennifer Barker	17946 SW Brookman Road, Sherwood, OR 97140	3S106B001301	5.20	1.92	1.72	1.56
Jason B Higgins & Judith McQuade-Higgins	17890 SW Brookman Road, Sherwood, OR 97140	3S106B000500	8.18	2.71	2.69	2.78

Kevin Durrell & Stephanie Garrison	24661 SW Oberst Road, Sherwood, OR 97140	3S106B000300	4.86	2.09	0.60	2.17
Leroy & Delores Moser Family Trust	17692 SW Brookman Road, Sherwood, OR 97140	3S106B000302	2.42	0.16	0.00	2.26
Thomas R & Kristina Herold	17636 SW Brookman Road, Sherwood, OR 97140	3S106B000303	1.82	0.00	0.00	1.82
Bascom Living Trust	18127 SW Brookman Road, Sherwood, OR 97140	3S106BB02400	2.48	0.00	0.00	2.48
Michael III & Leyva Hlopek	18081 SW Brookman Road, Sherwood, OR 97140	3S106BB02500	0.79	0.00	0.10	0.69
Larry Kent & Mason Skoglund	18063 SW Brookman Road, Sherwood, OR 97140	3S106BB02501	0.92	0.00	0.00	0.92
Bradley T Miller	18025 SW Brookman Road, Sherwood, OR 97140	3S106BB02502	2.39	0.23	0.00	2.16
Carol L Zarzana	18030 SW Brookman Road, Sherwood, OR 97140	3S106B000700	0.84	0.19	0.00	0.65
Carol L Zarzana	N/A	3S106B000800	3.50	2.22	0.00	1.28
Goose Creek Properties, LLC	23870 SW PACIFIC HWY, Sherwood, OR 97140	2S236D001600	3.98	0.75	2.91	0.32
Goose Creek Properties, LLC	23620 SW Pacific Highway, Sherwood, OR 97140	2S236D001700	3.14	0.92	0.38	1.84

Larry G & Carrie L Collins	23980 SW Old Hwy 99 West, Sherwood, OR 97140	2S131CC00800	1.15	0.04	0.00	1.11
Stere Living Trust	24060 SW Old Hwy 99 West, Sherwood, OR 97140	3S106BB02700	2.10	0.03	0.00	2.07
Betty Bachmeier	18360 SW Pearl Street, Sherwood, OR 97140	3S106BB02003	7.00	0.95	0.71	5.34
Danny J & Joanne M Tatman	24351 SW Middleton Road, Sherwood, OR 97140	3S106BB02200	4.21	1.06	0.12	3.03
Mark O Symonds Trust	24400 SW Middleton Road, Sherwood, OR 97140	3S106BB02300	0.72	0.00	0.00	0.72
Mark O Symonds Trust	N/A	3S106BB02301	1.14	0.63	0.00	0.51
Steven Dahl Rev Trust	18740 SW Kruger Road, Sherwood, OR 97140	2S236D000400	0.88	0.00	0.00	0.88
Solo Properties & Management LLC	18530 SW Kruger Road, Sherwood, OR 97140	2S236D000100	0.29	0.00	0.00	0.29
Angell Land Development, LLC	N/A	2S236D000300	16.70	1.02	0.00	15.68
Merrill G & Noveta S McAdams Living Trust	N/A	2S236D001300	0.68	0.16	0.41	0.11
		Total	78.92	16.86	10.08	51.98

Table 3 - Reimbursement Charge and Early Connection Incentive									
Total Amount subject to Reimbursement							\$3,781,276		
Net Area Subject to RC							51.98		
Reimbursement Charge per acre						Box 1/Box 2 =	\$72,743.70		
Early Connection Incentive Amount									
Overhead and Administration Assigned to RD									
Net Area Subject to RC							\$236,855		
Early Connection Incentive Credit per acre							51.98		
						Box 1/Box3 =	\$(4,556.59)		

Table 4 - Reimbursement Charge and Incentive Credit by property								
Name	Site Address	TLID #	Inside or Outside UGB	Net Area subject to RC	Total Reimbursement Charge	Reimbursement Charge (existing home)	Incentive Credit (existing home)	
Walter M & Rebecca S Kluser	17982 SW Brookman Road, Sherwood, OR 97140	3S106B000600	Outside	1.03	\$75,071.50	\$36,371.85	\$4,702.40	
Susan Bryant	17934 SW Brookman Road, Sherwood, OR 97140	3S106B001302	Outside	0.28	\$20,368.24	\$-	\$1,275.84	
Steven Hunker & Jennifer Barker	17946 SW Brookman Road, Sherwood, OR 97140	3S106B001301	Outside	1.56	\$113,480.17	\$36,371.85	\$7,108.28	
Jason B Higgins & Judith McQuade- Higgins	17890 SW Brookman Road, Sherwood, OR 97140	3S106B000500	Outside	2.78	\$202,227.48	\$36,371.85	\$12,667.31	
Kevin Durrell & Stephanie Garrison	24661 SW Oberst Road, Sherwood, OR 97140	3S106B000300	Outside	2.17	\$157,853.82	\$36,371.85	\$9,887.79	
Leroy & Delores Moser Family Trust	17692 SW Brookman Road, Sherwood, OR 97140	3S106B000302	Outside	2.26	\$164,400.76	\$36,371.85	\$10,297.89	
Thomas R & Kristina Herold	17636 SW Brookman Road, Sherwood, OR 97140	3S106B000303	Outside	1.82	\$132,160.75	\$36,371.85	\$8,278.41	

Bascom Living Trust	18127 SW Brookman Road, Sherwood, OR 97140	3S106BB02400	Inside	2.48	\$180,404.37	\$36,371.85	\$11,300.33
Michael III & Leyva Hlopek	18081 SW Brookman Road, Sherwood, OR 97140	3S106BB02500	Inside	0.69	\$50,193.15	\$36,371.85	\$3,144.04
Larry Kent & Mason Skoglund	18063 SW Brookman Road, Sherwood, OR 97140	3S106BB02501	Inside	0.92	\$66,924.20	\$36,371.85	\$4,192.06
Bradley T Miller	18025 SW Brookman Road, Sherwood, OR 97140	3S106BB02502	Inside	2.16	\$157,126.39	\$36,371.85	\$9,842.23
Carol L Zarzana	18030 SW Brookman Road, Sherwood, OR 97140	3S106B000700	Outside	0.65	\$47,283.40	\$36,371.85	\$2,961.78
Carol L Zarzana	N/A	3S106B000800	Outside	1.28	\$93,111.93	\$36,371.85	\$5,832.43
Goose Creek Properties, LLC	23870 SW PACIFIC Hwy, Sherwood, OR 97140	2S236D001600	Inside	0.32	\$23,277.98	\$-	\$1,458.11
Goose Creek Properties, LLC	23620 SW Pacific Highway, Sherwood, OR 97140	2S236D001700	Inside	1.84	\$133,848.40	\$36,371.85	\$8,384.12
Larry G & Carrie L Collins	23980 SW Old Hwy 99 West, Sherwood, OR 97140	2S131CC00800	Inside	1.11	\$80,745.50	\$36,371.85	\$5,057.81
Stere Living Trust	24060 SW Old Hwy 99 West, Sherwood, OR 97140	3S106BB02700	Inside	2.07	\$150,724.94	\$36,371.85	\$9,441.25
Betty Bachmeier	18360 SW Pearl Street, Sherwood, OR 97140	3S106BB02003	Inside	5.34	\$388,451.34	\$36,371.85	\$24,332.17

Danny J & Joanne M Tatman	24351 SW Middleton Road, Sherwood, OR 97140	3S106BB02200	Inside	3.03	\$220,413.40	\$36,371.85	\$13,806.46
Mark O Symonds Trust	24400 SW Middleton Road, Sherwood, OR 97140	3S106BB02300	Inside	0.72	\$52,375.46	\$36,371.85	\$3,280.74
Mark O Symonds Trust	N/A	3S106BB02301	Inside	0.51	\$37,099.29	\$36,371.85	\$2,323.86
Steven Dahl Rev Trust	18740 SW Kruger Road, Sherwood, OR 97140	2S236D0000400	Outside	0.88	\$64,014.45	\$36,371.85	\$4,009.80
Solo Properties & Management LLC	18530 SW Kruger Road, Sherwood, OR 97140	2S236D0000100	Outside	0.29	\$21,095.67	\$-	\$1,321.41
Angell Land Development, LLC	N/A	2S236D0000300	Outside	15.68	\$1,140,621.17	\$36,371.85	\$71,447.28
Merrill G & Noveta S McAdams Living Trust	N/A	2S236D0001300	Outside	0.11	\$8,001.81	\$-	\$501.22
		Total		51.98	\$3,781,276		



Clean Water Services

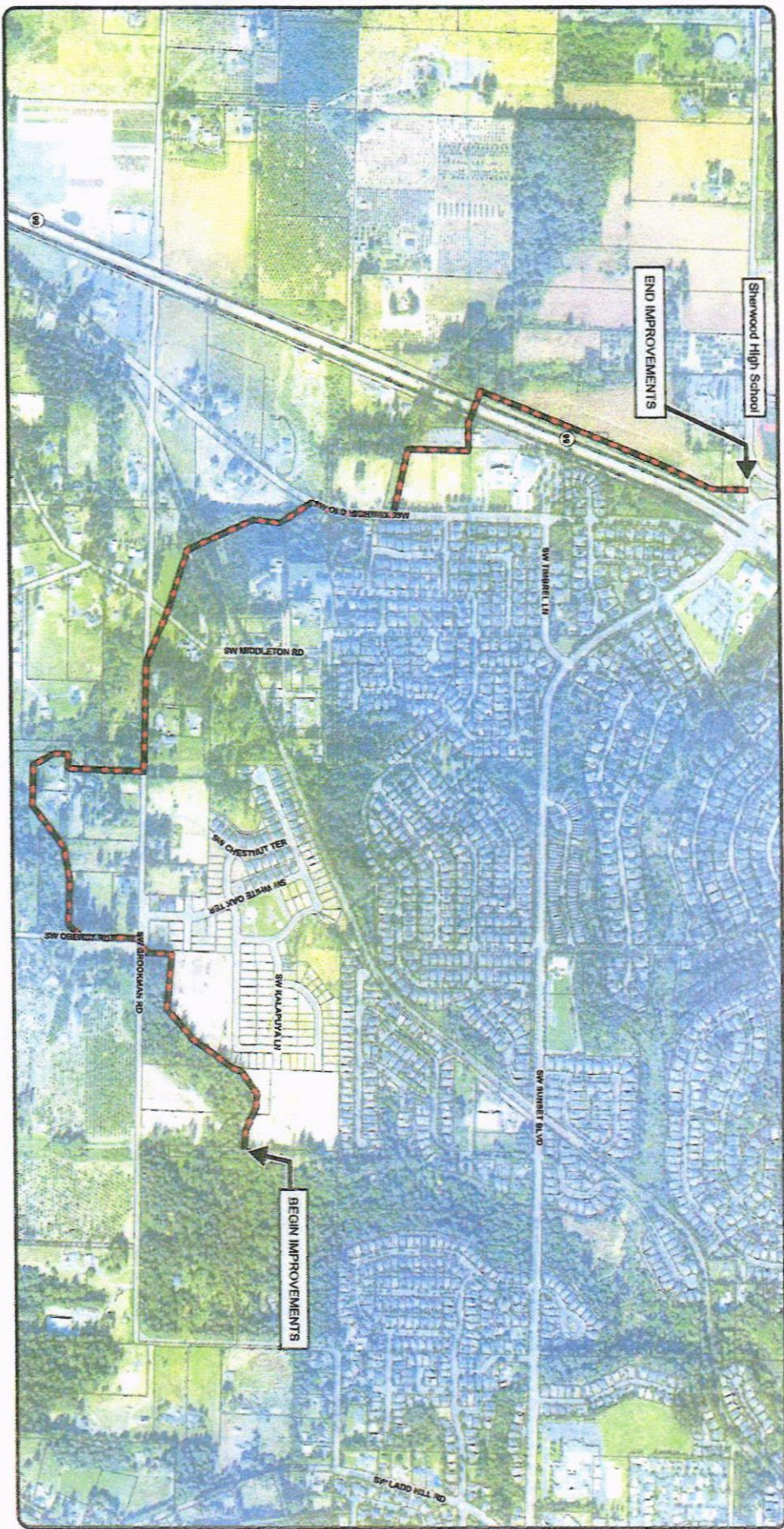
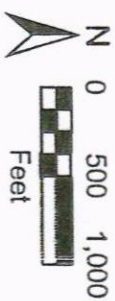
AKS Engineering & Forestry, LLC
12965 SW Herman Rd, STE 100
Tualatin, OR 97062
P: 503.563.6151 | aks-eng.com



Legend

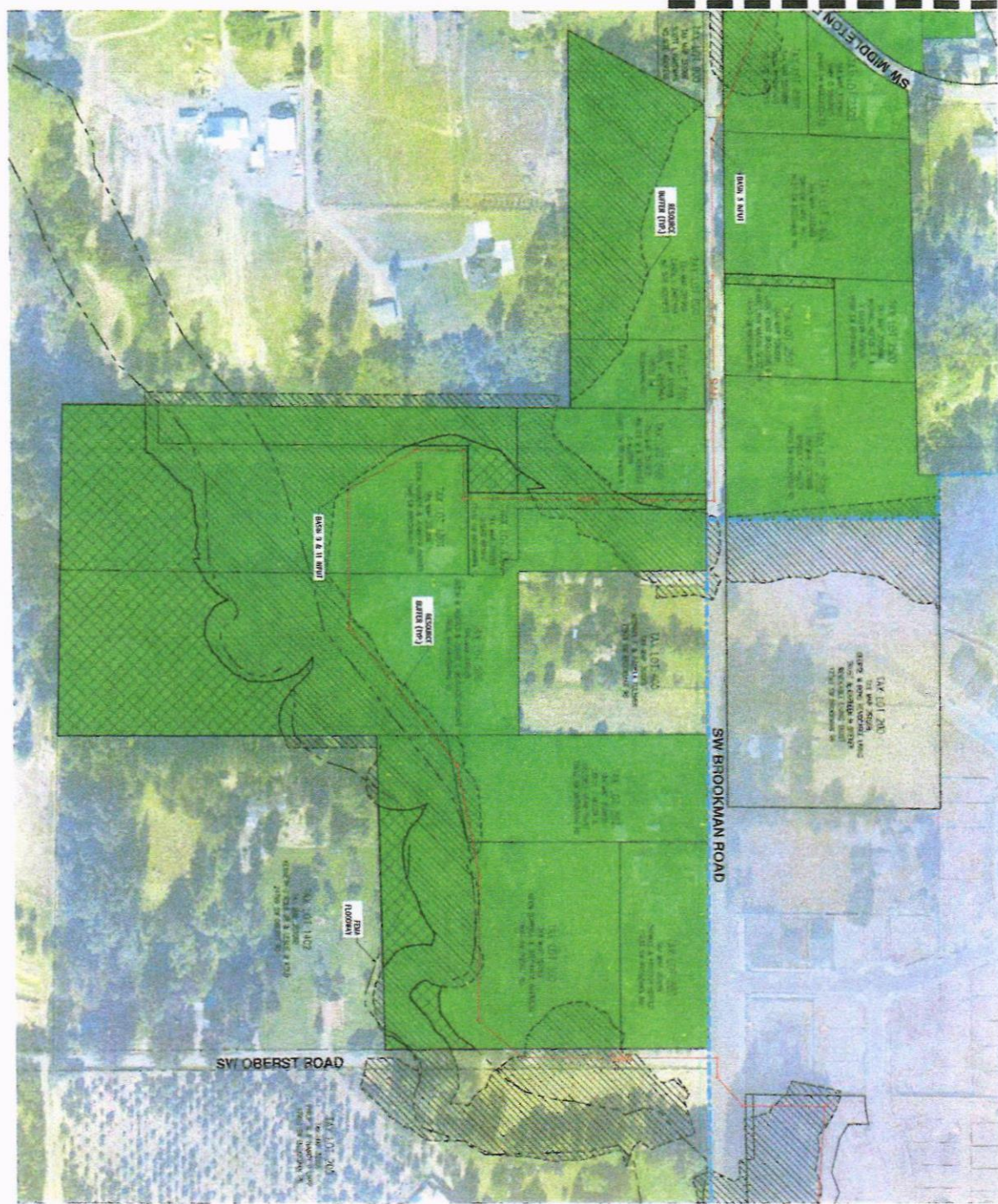
Figure 1
Sewer Main Alignment

Clean Water Services
SW Brookman Rd

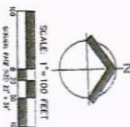


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
Source: 2022 Aerial obtained from NADP. Taxlots obtained from Metro Data Resource Center (RLIS).

DATE: 05/17/2024
 PROJECT: BROOKMAN TRUNK SEWER MAIN EXTENSION
 SHEET: 2A



Clean Water Services

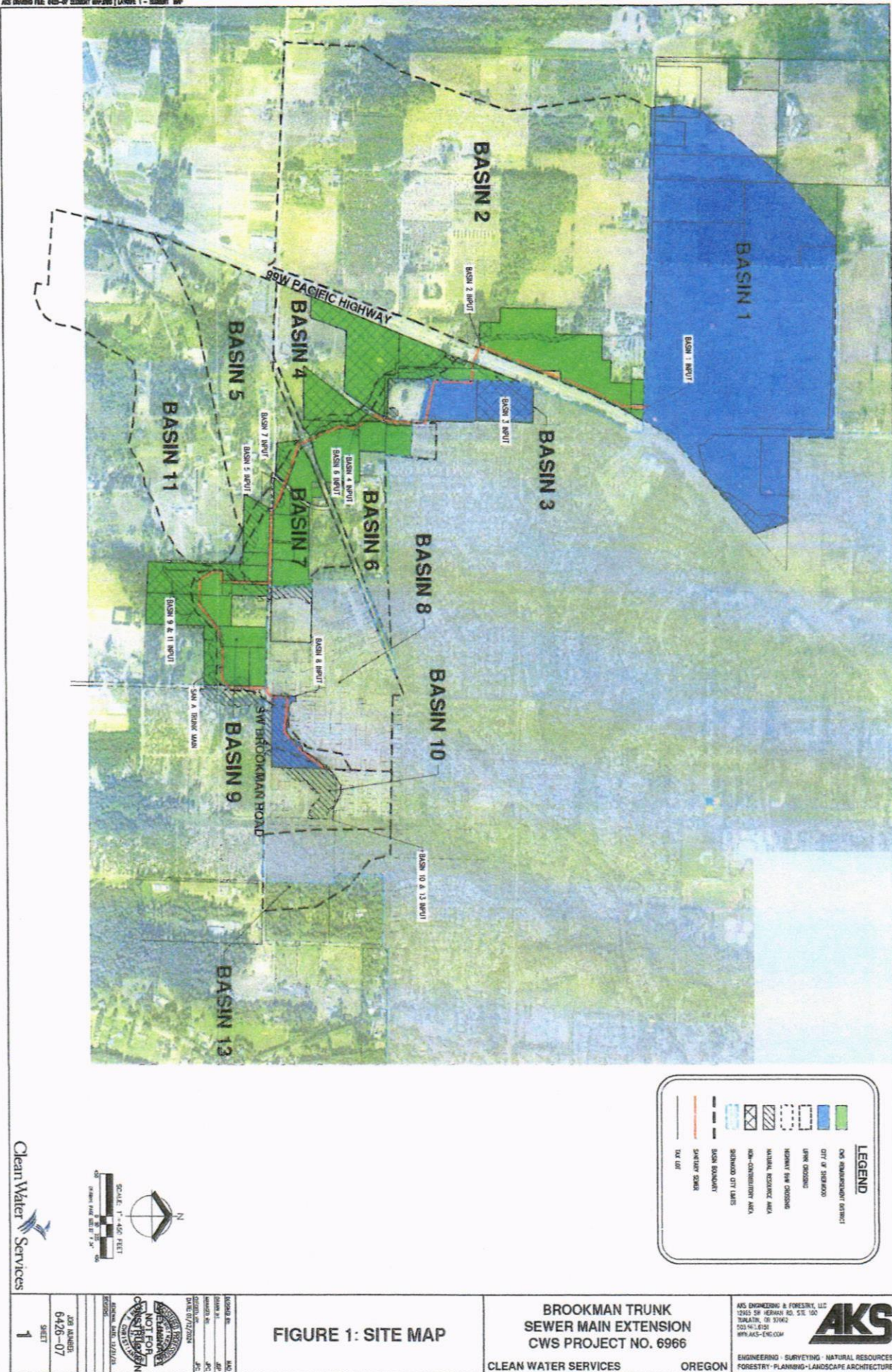


**FIGURE 2A:
 BROOKMAN BASIN**

**BROOKMAN TRUNK
 SEWER MAIN EXTENSION
 CWS PROJECT NO. 6966**
 CLEAN WATER SERVICES

AKS
 ENGINEERING & FORESTRY, LLC
 12205 SW HERMAN RD, STE 100
 TULASTA, OR 97142
 503.553.1111
 WWW.AKS-ENG.COM
 ENGINEERING • SURVEYING • NATURAL RESOURCES
 FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

DESIGNED BY:	AKS
DRAWN BY:	AKS
CHECKED BY:	AKS
DATE: 05/17/2024	
NOT FOR CONSTRUCTION	
SHEET 2A	





**FIGURE 2B:
BROOKMAN BASIN
(CONT.)**

BROOKMAN TRUNK
SEWER MAIN EXTENSION
CWS PROJECT NO. 6966

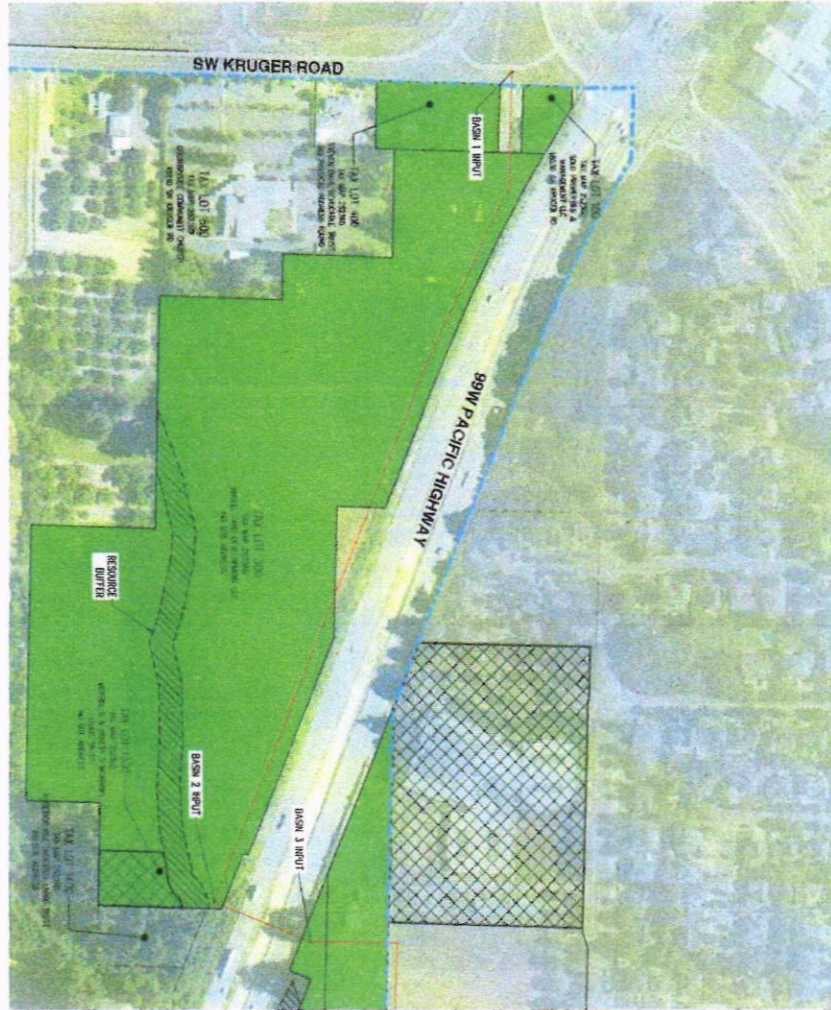
CLEAN WATER SERVICES

OREGON

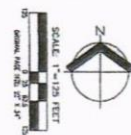
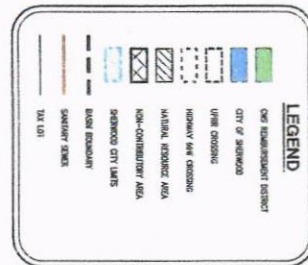
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MATCH LINE - SEE SHEET 2B



**FIGURE 2C:
BROOKMAN BASIN
(CONT.)**

**BROOKMAN TRUNK
SEWER MAIN EXTENSION
CWS PROJECT NO. 6966**
CLEAN WATER SERVICES OREGON

AKS
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FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

Clean Water Services

2C

DESIGNED BY: JDS
CHECKED BY: JDS
DATE: 07/17/2024
PROJECT NO: 6428-07
SHEET: 2C



REIMBURSEMENT DISTRICTS

INITIATED BY CLEAN WATER SERVICES

There are times when Clean Water Services (CWS) sees an opportunity to add valuable public infrastructure to an existing project that will benefit the community. Partnering with other jurisdictions to add sanitary sewer pipes and stormwater facilities benefits nearby properties and the general community.

An example of this is when Washington County constructs a roadway project in an urban area without sanitary sewers. CWS will sometimes coordinate construction of the sewer with the roadway project to minimize costs and disruption to the community.

Normally the cost of sewer construction is the responsibility of the property owners who directly benefit from the new infrastructure. To ease this financial burden, the CWS Board of Directors has adopted an ordinance which provides a mechanism to divide the cost equitably among the benefiting owners, as well as a financing option.

Benefiting owners are not required to pay their share immediately. A Reimbursement District (RD) must be formed, and properties only become subject to the charge when they connect to the system.

Eligibility for Reimbursement Districts

Projects are eligible if they provide a public sanitary sewer or a publicly maintained stormwater system to a lot or portion of a lot that was not previously served.

Reimbursement District Process

1. CWS staff identifies an immediate need or an opportunity to minimize cost and/or disturbance to the neighborhood or general public by constructing a sewer or stormwater improvement.
2. CWS conducts a neighborhood meeting to share information about the project details, costs, cost allocation methodology, RD rules, policies and procedures.
3. CWS staff prepares a report describing the project, the reason for immediate implementation, the proposed RD boundary and benefited lots, estimated project costs, recommended cost allocation, and applicable financial incentives.
4. The report is shared with the owners within the RD boundary prior to a public hearing conducted by the CWS Board of Directors. Anyone has the opportunity to comment on the proposed project or cost allocation proposal prior to or during the public hearing.
5. Within three months of project completion, CWS staff prepares a final engineering report and shares it with the property owners. The CWS Board subsequently holds a second public hearing to reconcile actual project costs with estimates. After hearing the staff recommendation and any public comment, the Board has the option to modify the benefited area, reimbursable costs, and/or the cost allocation methodology and determines final reimbursement charges for each property.
6. Following Board action, owners are notified of the reimbursement charge applicable to their property. CWS records the reimbursement charge with the County Recorder's office so that it is discoverable in a title search. It is not a lien on the property and does not have to be settled prior to a property transfer.

Allocation of Project Costs

The allocation of costs will be based on the potential benefit a property could gain from connection, and will vary depending on the nature of the work and project specifics. Cost allocation methodologies may include:

- A proportional distribution of costs based on benefited land area
- A proportional distribution of costs based upon lot front footage
- A proportional distribution of costs based on number of connections
- A formula that makes adjustments related to zoning
- Any other method that fairly and equitably distributes project costs relative to the level of benefit derived



MURDOCK PARK MASTER PLAN

Park Design Concepts

PROJECT BACKGROUND

PROJECT STATEMENT

The development of a master plan for Murdock Park is an opportunity to explore how this public space can be enhanced to enrich the lives of the citizens of the City of Sherwood. The master plan will be used to guide future improvements to the park and as such, it will be of the utmost importance that the plan is not only feasible, but that it is collaborative and firmly rooted in the values of the City of Sherwood. This process should result in a design for Murdock Park that is enduring and beloved by the community.

PROJECT SCHEDULE:



GUIDING PRINCIPLES

lango.hansen



Based on direction from the 2021 Parks and Recreation Master Plan, the following guiding principles have been established as a starting point for this study.

Provide Green Solutions:

Add more native vegetation around the stormwater pond, convert turf not being used for recreation to ecolawn or drought resilient plants, increase landscape complexity, and plant more shade trees.

Promote Health and Accessibility:

The park should be a place for people of all ages, abilities, and recreation interest.

Enhance the Play Experience:

Build upon the existing playground and incorporate additional amenities, such as nature play elements and climbing features. Consider the location of elements to create a playful space that inspires joy.

Improve and Expand Park Amenities:

The Plan for Murdock Park must provide recreation amenities consistent with design guidelines for neighborhood parks, such as a picnic shelter overlooking the pond, a restroom, a sport court, and an enhanced path network with additional connections, a longer loop, and embedded measured distances.

Elevated Park Design:

The design of Murdock Park should inspire delight and be enduring and meaningful to the residents of Sherwood. Opportunities to express Sherwood's identity by integrating cultural, historic, and place-based art and interpretation should be capitalized on.

EXISTING SITE



SITE ANALYSIS

Legend

- Area of Moderate Slopes**
These areas are sloped enough that consideration will be needed for any programming in these spaces. Maintaining accessible pathways through these areas could require some re-grading.
- Area of Steep Slopes**
These areas are sloped steeply and could potentially require significant re-grading in order to make these areas viable for park programming.
- Pathway Accessibility**
These highlighted sections of pathways do not meet the Americans with Disabilities Act (ADA) standards for accessibility due to the slopes being too high.
- There are only two pathway entrances into the park, from the north and the south, limiting accessibility into the park. In addition, there is no paved pathway to the picnic shelter.
- Fences at Property Line**
The west and south boundaries of the park back onto houses with fences along the property line. Site activities must be designed in a manner that minimizes disturbance to neighbors.
- Tree Condition**
These trees are in good condition.
- These trees are in okay condition, however they are showing signs of stress or have the potential to become safety and/or maintenance concerns.
- These trees are in poor condition. Although not currently safety concerns, they show signs of decline and should be monitored.
- Existing Culvert**
The existing culvert is near the end of its design life. As such, there are opportunities to reconsider this crossing and related chain link fences.
- Wetland Setback**
The pond will be regulated by Clean Water Services, meaning that there will be a 50 ft. planted buffer. This buffer will have strict requirements on the types of programming that can occur in this zone.
- Shallow Bedrock**
There is bedrock below the surface that will need to be considered for any improvements in the east portion of the site. This could possibly affect what can be built in this area.



WHAT WE HEARD



People love the natural and serene feel of the park

It was a common sentiment that one of the most loved aspects of the park is its serene, natural feel, particularly as it relates to the pond. Much of the feedback received was supportive of enhancing this feeling and aesthetic and to use this as a theme for enhancements not just adjacent to the pond, but throughout the park.

Enhance the pond

Enhancement and addition of amenities that allowed users access to or views of the pond were popular. Boardwalks, enhancement of the overlook, and the addition of new overlooks were popular programming opportunities.

Add a restroom, but do it with care

There was strong support for including a restroom with a drinking fountain in the plan. There were some concerns raised, however, that such a building would block site lines, potentially making the park unsafe for parents monitoring their children. Proper placement of this element will be important.

Update the playground for both parents and children

It was noted that one of the primary users of this park are parents and their children. Upgrades to the playground, including a preference for nature play elements, more inclusivity, protection from the sun, and more seating for parents, were recorded.

Adding a sports court is divisive

The addition of a basketball and/or sports court received mixed support, with some expressing a desire to have a place for sports in the park and others expressing concern that the noise and activity would detract from the serene environment in the park, noting that Synder Park already has such facilities.

Accessibility is important

There was general support for ensuring that the pathway system and future park improvements be upgraded so that the park is fully accessible.

Be mindful of the informal ways the park is used

The community informed the design team that one of the informal uses of the park was sledding in the northeast corner of the park. Some expressed concern as the sledding is directly adjacent to the street, however others expressed a desire to maintain some sort of opportunity for sledding.



CONCEPT 1 PLAN



CONCEPT 1 PRECEDENT IMAGERY

lango . hansen



CONCEPT 2 PLAN



CONCEPT 2

PRECEDENT IMAGERY

lango . hansen



CONCEPT 3 PLAN



CONCEPT 2

PRECEDENT IMAGERY

lango . hansen



CONCEPT PLANS

1



2



3

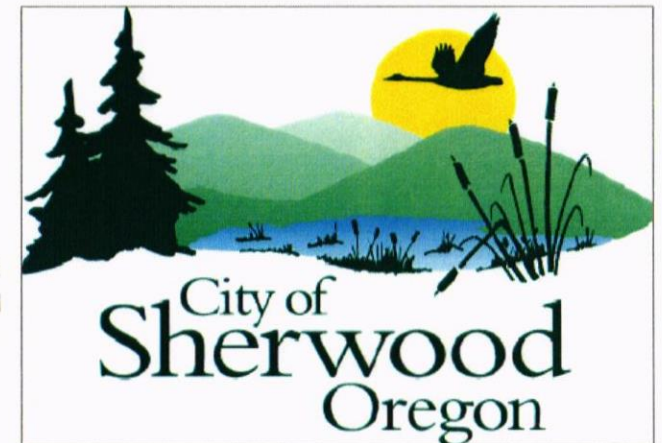


COUNCIL GOALS 24/25 DEVELOPMENT CODE AUDIT TO PROMOTE STRONGER ECONOMIC DEVELOPMENT

May 7, 2024

Eric Rutledge, Community Development Director

Bruce Coleman, Economic Development Manager



5/7/2024
Date

WS
Agenda Item

City Council
Gov. Body

B
Exhibit #

ECONOMIC DEVELOPMENT CODE AUDIT

Council Goals FY 24/25 (Economic Development)

Improvement Development Code to Promote Stronger Economic Development



JUST LEASED

T-S CORPORATE PARK, BUILDING B

21150 SW Cipole Rd, Sherwood

64,164 SQ FT

TENANT REP

NEW LEASE

CUSHMAN & WAKEFIELD

ECONOMIC DEVELOPMENT CODE AUDIT

Title 16 Sherwood Zoning and Community Development Code

- 16.22 Commercial Land Use Districts
- 16.31 Industrial Land Use Districts
- 16.72 Procedures for Processing Development Permits
- 16.90 Site Planning
- 16.140 Parks, Trees, and Open Space
- 16.142 Wetland, Habitat, and Natural Areas

ECONOMIC DEVELOPMENT CODE AUDIT

Code Audit Steps

- Staff review of code sections listed on previous slide.
- Staff review of development code for “Comparable Cities” per Resolution 2022-082.
- Stakeholder interviews with developers and design professionals who have recently completed projects in Sherwood.

Project led by City of Sherwood staff without use of consultant

ECONOMIC DEVELOPMENT CODE AUDIT

Additional Internal Process Updates

- Transition to a fully electronic building and planning permit system. This is required by state law (HB 2415).
- Hire a Commercial Plans Examiner and/or strike a more favorable contract with a third-party plan reviewer.



ECONOMIC DEVELOPMENT CODE AUDIT

Council Discussion and Feedback

- Does the proposed scope of the audit capture the intent of the council goal?
- Should any areas of the code be added or removed from the audit?
- Should any additional stakeholder or public engagement be performed?

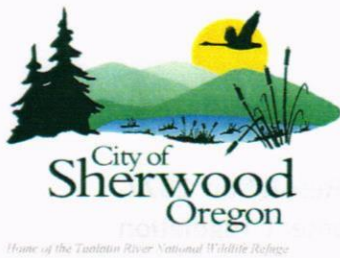
COUNCIL GOAL 24/25 DEVELOPMENT CODE AUDIT TO PROMOTE STRONGER ECONOMIC DEVELOPMENT

May 7, 2024

Eric Rutledge, Community Development Director

Bruce Coleman, Economic Development Manager





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Fax 503-625-5524
www.sherwoodoregon.gov

Mayor
Tim Rosener

Council President
Keith Mays

Councilors
Renee Brouse
Taylor Giles
Doug Scott
Dan Standke
Kim Young

City Manager Pro Tem
Craig Sheldon

Assistant City Manager
Kristen Switzer

To: Mayor Rosener and Sherwood City Council
From: Eric Rutledge, Community Development Director
Date: May 7, 2024
Re: City Council Goals FY 24/25 – Improve Development Code to Promote Stronger Economic Development

Background

Resolution 2024-019 adopted City Council goals and deliverables for Fiscal Year 2024-2025. Deliverable 1 under “Economic Development” is to improve the development code to promote stronger economic development. The purpose of the work session is to discuss the scope of the deliverable.

Proposed Scope of Development Code Audit

Staff proposes the following scope of the development code audit to ensure the work is well defined while capturing key development types and code standards that influence job creation and economic development:

- 16.22 Commercial Land Use Districts
- 16.31 Industrial Land Use Districts
- 16.72 Procedures for Processing Development Permits
- 16.90 Site Planning
- 16.140 Parks, Trees, and Open Space
- 16.142 Wetland, Habitat, and Natural Areas

The audit will examine allowed uses in the commercial and industrial zone, permit procedures and public hearing requirements, and tree, wetland, and open space standards. These chapters have the greatest potential to decrease development timelines, increase job density, and promote economic development.

Code Audit Process

It is anticipated the code audit and update will be led by City of Sherwood staff without the use of a consultant. Code audit activities will include:

- Staff review of code sections listed above. Identify areas of improvement.

5/7/2024
Date

WS
Agenda Item

City Council
Gov. Body

C
Exhibit #

- Staff review of development code for “Comparable Cities” per Resolution 2022-082. Identify practical and/or innovative approaches to development regulation that Sherwood does not currently use.
- Stakeholder interviews with developers and design professionals who have recently completed projects in Sherwood. Review and discuss code sections listed above to identify areas of improvement.

It is expected that the outcomes of the audit and any resulting code updates will be reviewed by Planning Commission and City Council through various work sessions. The final product will be a legislative amendment to the development code with public hearings at Planning Commission and City Council.

Additional Internal Updates to Promote Economic Development

In addition to the code audit, the Community Development Department will be undertaking additional internal steps to support job and business growth. Both steps are intended to reduce development review timelines.

- Transition to a fully electronic building and planning permit system. This is required by state law (HB 2415). A fully electronic system is expected to improve approval timelines throughout the entire development permit process from pre-application through building occupancy.
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Home of the Tualatin River National Wildlife Refuge

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Approved Minutes



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
May 7, 2024

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Doug Scott, Taylor Giles, Dan Standke, and Renee Brouse. Councilor Keith Mays was absent.
3. **STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, IT Director Brad Crawford, Public Works Utility Manager Rich Sattler, Economic Development Manager Bruce Coleman, Interim Planning Manager Joy Chang, HR Director Lydia McEvoy, Police Chief Ty Hanlon, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.
4. **TOPICS:**

A. Murdock Park Master Plan Update

Assistant City Manager Kristen Switzer presented the "Murdock Park Master Plan Park Design Concepts" PowerPoint presentation (see record, Exhibit A) and introduced Brett Hoornaert with Lango Hansen. Mr. Hoornaert provided project background and explained that the project was currently in Phase 2. He explained that Phase 2 built upon the technical investigations, site analysis, and community feedback to develop creative design solutions that worked within site constraints, respected the project budget, and met community expectations. He outlined the project's guiding principles of: provide green solutions, promote health and accessibility, enhance the play experience, improve and expand park amenities, and provide and elevated park design. He provided an overview of the site analysis on page 5 of the presentation and reported that it was determined that the pond qualified as a wetland and therefore required a 50-foot vegetated setback as well as other programming stipulations. He noted that some of the existing pathways were not ADA accessible. He summarized the feedback from the Parks and Recreation Advisory Board and open house and reported that people loved the natural and serene feel of the park, people wanted to enhance the pond, a bathroom, and the playground should be updated for both parents and children. He noted that the addition of a sports court had been divisive, with feedback focused on the noise of the sports court detracting from the serene environment of the park and the fact that Snyder Park's sports courts were nearby. Councilor Scott commented that the Parks and Recreation Advisory Board discussion regarding the sports court cited similar concerns. Mr. Hoornaert continued that feedback also included the need for the park to be accessible and to be mindful of the informal ways in which the park was used and referred to wintertime sledding. He noted that in each concept, the pathway network had been expanded, the playground area had been made larger than the current play area, and each contained a restroom and shelter. He addressed Concept 1 on page 7 of the presentation and outlined that: the pathways largely followed the exiting pathways but would

be made more accessible; the play area would remain in roughly the same location with the addition of a central plaza space with a combined shelter and restroom to be located closer to the pond; the lookout area would be made larger and moved away from the road; and smaller scale sports facilities (ping pong or chess tables) were to be added. He addressed Concept 2 on page 9 of the presentation and outlined that: a portion of the park's grade would be raised to create a flatter area with a flexible lawn space and a flexible hardscape sports court; a shelter and restroom to be centrally located between the play area and the sports court; the play area would be shifted northward to help separate it from the shelter; the existing pathway would be diverted to create a longer trail with a pedestrian bridge over the wetland area; and the addition of a covered lookout that could be used year round. He addressed Concept 3 on page 11 of the presentation and outlined that: the pathways were more dynamic, playing into the nature theme; a smaller pond pathway with larger boulders to provide natural seating next to the pond would be added; a separated shelter and restroom; and the half-covered lookout area would be moved to the north edge of the pond. Mr. Hoornaert recapped that the Parks and Recreation Advisory Board had liked elements of each concept with the pathway option in Concept 3 being the most popular. Councilor Giles recommended not using trail material that could easily be thrown into the pond. Council agreed that they liked the trail network of Concept 3 best and that providing a sports court was unnecessary given the nearby sports facilities in other parks. Councilor Brouse asked if the existing playground equipment would remain or be replaced. Mr. Hoornaert replied that in each concept, the playground equipment would be replaced and explained that the current equipment was 11 years old and would reach the end of its design life within the next 4-9 years. He explained that Concept 1 could accommodate retaining the existing structures. Councilor Brouse explained that the existing play equipment had been purchased by the Rotary Club of Sherwood. She asked if it would be possible to work with the group again in some capacity on this project. Councilor Giles asked if the existing pond lookout needed to be replaced. Mr. Hoornaert replied that there had been some maintenance within the last five years, and it was in a state of good repair. Councilor Giles commented that he would prefer to provide an additional gathering place by leaving the existing lookout where it was. Council President Young commented she would prefer to utilize the existing playground equipment that had multiple years of use left rather than spend the money on new equipment. Assistant City Manager Switzer commented that the equipment could be replaced using a phased approach. Council commented they liked the boulders that provided a natural sitting area. Council discussed including ping pong tables in the park and their desire to provide a unique play opportunity. Mayor Rosener asked if any of the plans preserved existing trails to help cut down costs. Mr. Hoornaert replied that Concept 1 retained some of the existing trails, but large portions of the existing trails were not accessible and would need to be fixed regardless of the chosen concept. Councilor Giles asked if any of the concepts addressed existing maintenance issues at the park. Public Works Utility Manager Rich Sattler replied that overall, there were not large maintenance issues with the park. He noted that the existing culvert needed fixing, but the pedestrian bridge would pass over the area. Councilor Scott noted that Concept 2 would eliminate the ability for the park to be used for sledding in the winter. Councilor Giles referred to Concept 2 and said that the play area was not visible from the shelter, which would be a hinderance to parents, and he preferred the shelter placement in Concept 1. Councilor Scott stated he agreed and said that the pond lookout could also be a reservable space. Councilor Standke stated that he liked the additional trails, and he agreed that the sports court felt out of place for the area. Mr. Hoornaert recapped next steps and explained that the feedback from this meeting would be discussed at an upcoming Parks and Recreation Advisory Board meeting. After the Parks and Recreation Advisory Board meeting, the plans would be updated and published again for community feedback. He stated that staff would bring the feedback to Council to discuss a preferred option. Councilor Giles asked when prices would be attached to the concepts and Council commented on their desire to have a rough idea of the costs of different items within the plans.

B. Development Code Audit to promote Economic Development

Community Development Director Eric Rutledge and Economic Development Manager Bruce Coleman presented the "Development Code Audit to Promote Stronger Economic Development" PowerPoint presentation (see record, Exhibit B). Mr. Rutledge explained that conducting a Development Code audit in FY24-25 to promote economic development was a Council goal and said that staff was looking for direction from Council. Mayor Rosener asked how the city was defining "stronger economic development." Mr. Rutledge replied that to him, it meant creating the best opportunities to attract targeted industries to Sherwood as well as developing ways to speed up development to expand the tax base. Mr. Coleman commented that staff was aware that there were insufficient incentives within cities and the state to encourage business growth. He explained that if the city could expedite the entire process, it would create more opportunities for investment. He referred to economic cycles and how a quicker process would help developers in terms of timing economic cycles. Mayor Rosener commented it was important to try and attract developers that would bring jobs that paid high enough wages that would allow people to live in town. Mr. Coleman commented that the city's flexible code was what had attracted developers to Sherwood rather than neighboring cities. Councilor Giles asked if the city could offer incentives to developers or business owners to be the first business of certain categories to locate in Sherwood. Councilor Scott asked if there were burdensome rules or procedures that could be removed to make the process more streamlined. He commented he wanted to ensure that the city could move towards the desired outcome without being overly prescriptive. Community Development Director Rutledge outlined that of the confirmed leases, it was a roughly even split between manufacturing and warehousing. He referred to the Tonquin Employment Area and explained that the city could conduct an audit of the future tenants and bring that information to Council for review for potential restrictions going forward. Mayor Rosener recommended that staff review "the wins" thus far and determine if they had brought in the types of jobs the city had hoped they would. Councilor Giles commented that the city should also be mindful of the type of atmosphere certain industries would create within the city. Councilor Brouse stated that she preferred to determine how to incentivize living wage jobs. Mayor Rosener commented that the URA provided a large number of tools the city could use to incentivize those jobs and referred to SDC offsets. Community Development Director Rutledge stated that staff sought feedback on if Council wanted to create a process for staff to fast track land use reviews for certain types of industries in addition to URA incentives. He recommended that the city state the SDC offsets as a URA incentive to help attract developers and Mr. Coleman commented he agreed. Council President Young referred to warehousing and asked if mini storage would be allowed under that category. Mr. Rutledge replied that mini storage would not be permitted under warehousing. Councilor Scott stated he liked the idea of tying the SDC offsets to Councilor Giles' idea of trying to incentivize developers or business owners to be the first business of certain categories to locate within Sherwood. Economic Development Manager Coleman replied that advertising SDC offsets was a good way to attract developers and commented that the strength of the leasing marking would also play a large role. Council President Young asked if it was possible to analyze the future benefits the city would receive by offering SDC offsets to developers and discussion occurred. Mayor Rosener referred to the City of Wilsonville's use of tax increment financing and asked for staff to look into that option. Councilor Standke cited Policy 4.11 under Healthy and Valued Ecosystems of the Sherwood 2040 Comprehensive Plan and asked that the policy be included in the audit as an environmental incentive. He spoke on how the natural resources of Sherwood West could be incorporated into the design standards or used to incentivize developers to preserve more of the natural resources of the area and discussion occurred. Community Development Director Rutledge outlined that the economic Development Code was narrow in scope, but in order to achieve Council's goals, it may be necessary to broaden the scope. He explained that he and Economic Development Manager Coleman could review the Council goals to determine if any goals should be added to the scope of the project. Councilor Giles commented that Councilor Standke's suggestion could be included in the SDC offset incentives. Council discussed clear and objective standards and Mayor Rosener commented that the city could have more influence over the process if it had an incentive program. Discussion occurred regarding whether or not the incentives needed to be listed with in the Development Code. Mr. Rutledge commented that the incentives could be referenced but listing them

in the code was likely unnecessary and would make it harder to update the incentives. He stated that the process for fast tracking land use review should be cited in the Development Code to help defend Council decisions during the hearings process. Mr. Rutledge outlined that a review of the allowed, conditional, and prohibited uses in the Commercial and Industrial zones would be conducted. He referred to data centers and stated it was important that Council make those policy decisions and not city staff or Planning Commission. Mr. Coleman explained that data centers did not produce jobs, nor did they produce traffic, but they did create a revenue stream for cities and discussion occurred. Councilor Giles commented that he was fine with a smaller sized data center and Mayor Rosener commented that a policy was needed and referred to emerging AI data centers. Mr. Rutledge reported that he frequently received inquiries about data centers in Sherwood and commented that he wanted to get ahead of this topic before the city's hand was forced via a Land Use Application. Council asked that a work session be scheduled to discuss data centers. Community Development Director Rutledge recapped next steps and explained that staff would review the pertinent code sections as well as reviewing "Comparable Cities" per Resolution 2022-082. Staff would also conduct stakeholder interviews with developers and design professionals that had recently completed projects in Sherwood. Mayor Rosener asked that developers and design professionals that had completed projects in other cities that would be a good fit for Sherwood also be interviewed. Councilor Giles commented that developers who had expressed interest in Sherwood but had ultimately walked away should also be interviewed. Economic Development Manager Coleman spoke on industry trends and explained that the market was not favorable for built-to-suit lots. He explained that most developers wanted to own the properties and lease the buildings. Mr. Rutledge reported that per HB 2415, the city would move to a fully electronic building and planning permit system in 2025. He explained that hiring a Commercial Plans Examiner and/or striking a more favorable contract with a third-party plan reviewer would also be necessary to update the internal process.

Record note: Prior to the meeting, Community Development Director Rutledge provided Council with the "Improve Development Code to Promote Stronger Economic Development" memo (see record, Exhibit C).

5. ADJOURN:

Mayor Rosener adjourned the work session at 7:02 pm and convened a regular session.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:10 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Doug Scott, Taylor Giles, Dan Standke, and Renee Brouse. Councilor Keith Mays was absent.
- 3. STAFF PRESENT:** City Manager Pro Tem Craig Sheldon, City Attorney Ryan Adams, Assistant City Manager Kristen Switzer, Community Development Director Eric Rutledge, IT Director Brad Crawford, Public Works Utility Manager Rich Sattler, HR Director Lydia McEvoy, Police Chief Ty Hanlon, City Engineer Jason Waters, Law Clerk Emma Gill, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

MOTION: FROM COUNCIL PRESIDENT YOUNG TO AMEND THE AGENDA, MOVING ITEM A UNDER PRESENTATIONS TO ITEM B AND ADDING THE RECOGNITION OF THE MUNICIPAL COURT

PROSECUTOR AS ITEM A. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR MAYS WAS ABSENT).

MOTION: FROM COUNCIL PRESIDENT YOUNG TO APPROVE THE AMENDED AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR MAYS WAS ABSENT).

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of April 10, 2024, City Council Meeting Minutes**
- B. Approval of April 16, 2024, City Council Meeting Minutes**
- C. 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**
- D. Resolution 2024-027, Approving a Grant Agreement with the State of Oregon to Receive \$4 Million in State Lottery Funds for the Hwy 99W Pedestrian Bridge Project**
- E. Resolution 2024-028, Authorizing the City Manager to Sign a One-Year Extension to the On-Call Building Plan Review and Inspection Services Contract with Clair Company**
- F. Resolution 2024-029, Approving an Employment Agreement with Sebastian Tapia to Serve as Interim City Attorney**

MOTION: FROM COUNCILOR BROUSE TO APPROVE THE CONSENT AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR MAYS WAS ABSENT).

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENT:

Sherwood resident Mark Symonds came forward and stated that the new Brookman sewer line extension would traverse his property and provided a handout (see record) and referred to a previous email he had sent to Council on April 8th. He stated that the reimbursement district, as proposed by Clean Water Services (CWS) needed to be expanded to include a larger number of benefiting properties as only 22 property owners were being charged for the \$3.8 million extension. He stated that easement-related payments to landowners totaling up to \$674,000 were being included in the construction costs by CWS and were therefore being charged back to the property owners via the reimbursement district. Mr. Symonds stated that in addition to the initial assessment amounts being charged to the property owners through the reimbursement district, property owners were recently informed that they would also be charged an additional amount to run another pipeline through their properties so adjoining properties could connect to the pipeline. He explained that most property owners would have to finance the charges which would significantly increase the financial burden placed on property owners. He stated that CWS would make an additional \$2.1 million in income from these property owners, \$836,000 of which would be from collecting loan payments over the loan term. He stated that the assessments and loans in connection to CWS would place additional financial burdens on property owners by reducing the amount of funds they would be able to access from their banks for future home equity loans and home refinancing. Mr. Symonds stated that CWS had not replied to a letter he had sent on March 22nd nor to his submitted records request. He stated that based on the outlined issues, he requested that the city investigate the project, including the projected cost of the project, determine the number of property

owners that would utilize the pipeline, determine the minimum size pipeline required to serve the properties and ensure that only the costs related to the minimum size pipeline be charged to property owners via the reimbursement district.

Sherwood residents Dan and Joanne Tatman came forward and provided a handout (see record) and spoke on the new Brookman sewer line extension. Mr. Tatman stated that there was no information about the project available on the city's website. He stated that while the pipeline would serve a large area, the reimbursement district would only be comprised of 22 properties that would have the pipeline running through them. He commented that most properties were currently using septic systems and would not be utilizing the pipeline. He stated that the cost of the new pipeline should be shared equally by those who would benefit from the project. He stated that affected property owners were only informed of their share of the construction costs in March of this year. He outlined that property owners would need to take out a loan, with interest, in order to pay for the pipeline. He explained that should any of their septic systems fail, state law mandated that they must connect to the sewer line at their own expense. He stated that they would not be able to afford to do so and would be forced to sell their property. He stated that his loan would be around \$200,000, not including interest, and in 10 years, it would be over \$300,000. He stated that the figures CWS provided were subject to change because the total cost would be calculated 9 days after completion of the pipeline, which would be over two years from now. He stated that given the large area that this pipeline would serve, the city should contribute more financially to the cost of the project. Joanne Tatman stated that the pipeline would pass directly through the field where they kept their goats, and the installation would make half of their field unavailable for grazing for 1-2 years. She stated that they understood why the pipeline needed to cross their property, but they disputed that the reimbursement district would only be applied to 22 properties when it would service such a large area. She stated that the sewer line extension would cause a financial hardship for the property owners in the reimbursement district and asked that the city do what they could to help correct this "unfair and unreasonable" expectation from CWS and the City of Sherwood.

Mayor Rosener stated that their comments and concerns were very valid. He explained that CWS had designed the reimbursement district, not the City of Sherwood and commented that the city was informed of the district around the same time as the affected property owners. He commented that he agreed that the cost of the project should be spread out across more properties and said that he and City Manager Pro Tem Sheldon would meet to discuss this topic. He stated that the city would work to try and create a more equitable outcome with CWS, but the city did not have final say on the reimbursement district. He urged those who wished to express their concern about the project to attend a Washington County Commissioners meeting as Washington County Commissioners were also the CWS board members and provide comment. Ms. Tatman replied that they had contacted the Washington County Board of Commissioners, but the County referred them to CWS; and CWS had referred the Tatmans back to the informational documents they had been sent or to ask the city for more information.

Mayor Rosener addressed the next agenda item.

7. PRESENTATIONS:

A. Introduction of Interim City Attorney Sebastian Tapia and Recognition of Municipal Court Prosecutor Emma Gill

Mr. Tapia came forward and provided background on himself and stated that he had worked in government his entire career. He reported that he had served as a litigator for Lane County Counsel for 12 years. He stated that he had wanted to get into general counsel for some time and the fact that the Interim City Attorney position was a one-year opportunity was exciting to him. Council welcomed Mr. Tapia to the City of Sherwood.

City Attorney Adams reported that certified Law Clerk and Municipal Court Prosecutor Emma Gill's last day with the city would be May 10th and he wished to acknowledge the hard work and dedication Ms. Gill had shown during her time in Sherwood. Mr. Adams stated that Ms. Gill was, "one of the best law clerks I've ever had the chance to work with" and thanked her for her work and wished her well on her future endeavors. Ms. Gill replied that she had had a wonderful experience working for the city. Mayor Rosener commented that it had been great to work with Ms. Gill and Council President Young stated she appreciated how accessible her memos were. Council wished Ms. Gill the best of luck in her future endeavors and presented her with a certificate of appreciation.

Mayor Rosener addressed the next agenda item.

B. Proclamation, Proclaiming May 12-18, 2024 as National Police Week and May 15, 2024 as National Police Officers Memorial Day

Mayor Rosener read aloud the proclamation and stated that Congress and the President of the United States had designated the week of May 12-18, 2024 as National Police Week, and the women and men of the Sherwood Police Department provided a vital public service by safeguarding the rights and freedoms of the Sherwood community. He stated that it was important that all citizens knew and understood the duties, responsibilities, hazards and sacrifices of their police department and that members of Sherwood's Police Department recognized their duty to serve the people by safeguarding life and property, protecting them against violence and disorder and protecting the innocent against deception and the weak against oppression. Mayor Rosener stated that the safety of citizens was the foremost goal of local, state, and national governments and the ability to exercise the rights and freedoms as set forth by our Forefathers depended upon law and order. He stated that law enforcement was one of the few chosen professions that required the willingness to lay down one's life to protect others; and the daily performance of a Police Officer's normal duty was dangerous, stress-filled, often unappreciated and required a person with a supportive family. He proclaimed May 12-18, 2024 as National Police Week and May 15, 2024 as National Peace Officers Day in Sherwood and urged all citizens to recognize and thank Law Enforcement Officers for the dedicated service they provided.

Mayor Rosener addressed the next agenda item and the City Recorder read aloud the public hearings statement.

8. PUBLIC HEARING:

A. Ordinance 2024-001, Vacating City Public Right-of-Way located on an unnamed street within the Tonquin Employment Area east of SW Tonquin Road

City Engineer Jason Waters presented the staff report and explained that this ordinance would vacate a portion of an unnamed road located east of SW Tonquin Road. He reported that the road portion of the roadway was deemed too steep and not needed for vehicular access. He reported that staff had worked with PGE, Public Works Department, and all other franchise utilities and the area was no longer needed, and staff was therefore recommending the vacation of the outlined portions of the unnamed road. He stated that the Applicant representatives were present to answer any questions. Mayor Rosener asked for Council questions prior to opening the public hearing. Councilor Giles asked for the definition of "vacate" in this context and Mr. Waters explained that it meant that the city no longer maintained the public right-of-way of the area and it was no longer a city asset. He explained the difference between a public right-of-way and a utility easement. Councilor Giles asked if the city had paid for the access and Mr. Waters replied that this was an old county

road which the city had acquired when the land was annexed. Councilor Standke asked who initiated this process and Mr. Waters replied that the property owners had initiated the process.

Mayor Rosener opened the public hearing to receive testimony on the proposed ordinance. Glen Southerland with AKS Engineering came forward and stated that he had served as the consultant for the applicant, Schnitzer Properties. He asked for any questions from Council. With no questions, and no other public testimony received, Mayor Rosener closed the public hearing and asked for discussion from Council. Councilor Giles asked if there was a drawback for passing this ordinance. Councilor Scott replied that the road would be replaced by newer, "proper" roads so there were no negatives in his view. City Engineer Waters reported that the city would establish utility easements in the area and would record the necessary easements at the county. Councilor Standke asked what would happen to the old road and Mr. Waters replied that the area would be turned into a parking lot and storm lines would be routed through the area. Mayor Rosener reported that there would be a second reading on the proposed ordinance.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Pro Tem Craig Sheldon reported that the city's Safe Routes to School grant application was now in Phase II. He reported that the Bike & Roll at Middleton Elementary event would be held on May 8th. He reported that the Sherwood Wine Walk event would be held on May 9th and the Saturday Market was now open. He reported that the Arbor Day event had been rescheduled to May 13th. He reported that the first Budget Committee meeting would be held next week.

Police Chief Ty Hanlon reported that a shred event would be held on May 18th at the Sherwood Police Department.

Mayor Rosener addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Giles reported that Sherwood High School was putting on a production of "Almost Maine" and encouraged those interested to attend. He reported that Sherwood's concert choir group had done well in state competitions. He reported that the Sherwood Middle School track team would compete in their league finals this week. He reported that the library's "Learn to Hula" celebrating Hawaiian culture and heritage event would be held on May 18th.

Councilor Brouse reported she was unable to attend the Housing Advisory Committee as she was out of town. She reported she would attend the Senior Advisory Board meeting on May 8th. She reported that the next Chamber of Commerce meeting would be held on May 14th. She spoke on the Cruisin' Sherwood event and Sherwood Week. She reported that "Donuts and Donations" benefitting local charities would be held on May 11th.

Councilor Scott reported that he attended the Police Foundation's Boots and Bling Gala. He reported he attended the most recent Parks and Recreation Advisory Board meeting where they heard a presentation on Murdock Park.

Councilor Standke reported that tickets for the Wine Walk event were still available. He stated he attended Trashpalooza and reported that the event was well attended. He reported that the Planning Commission had

not met and stated that there was still a Planning Commission vacancy. He encouraged those interested to apply. Councilor Scott reported that there were also vacancies on the Parks and Recreation Advisory Board. Councilor Standke reported that the Planning Commission would discuss creating climate friendly communities in Sherwood, after which the topic would come to Council for discussion.

Councilor Scott reported that the city had held an appreciation dinner for all board and commission members.

Council President Young reported on her attendance at the Police Foundation's Boots and Bling Gala. She reported the event raised \$122,000, \$88,000 net. She reported she and Mayor Rosener attended the Robin Hood Festival Madrigal Feast. She spoke on the State of the City Address event. She reported that she would be interviewed by the LOC for their publication regarding the Robin Hood Festival.

Mayor Rosener reported on his attendance at the Police Foundation's Boots and Bling Gala. He reported he would attend the Wine Walk event. He spoke on his attendance at the volunteer appreciation dinner. He spoke on his attendance at the Robin Hood Festival Madrigal Feast. He reported on recent Metro meetings where they discussed tipping fees. He reported he had an urban growth stakeholder meeting with Metro. He reported he attended the most recent NLC and LOC Telecom Policy Committee meeting. He reported that the city had applied for a broadband grant to continue to expand Sherwood Broadband's service area.

11. ADJOURN:

Mayor Rosener adjourned the regular session at 8:05 pm.

Attest:


Sylvia Murphy, MMC, City Recorder


Tim Rosener, Mayor