



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, November 19, 2024

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

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



Home of the Tualatin River National Wildlife Refuge

5:30 PM CITY COUNCIL WORK SESSION

1. **Review Solid Waste & Recycling Collection Rates**
(Craig Sheldon, City Manager)
2. **City Council Goals Update**
(Kristen Switzer, Assistant City Manager)
3. **Recreational Immunity**
(Sebastian Tapia, Interim City Attorney)

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 October 15, 2024, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association** (Sebastian Tapia, Interim City Attorney)
6. **CITIZEN COMMENTS**
7. **NEW BUSINESS**
 - A. **Resolution 2024-074, Adopting the Murdock Park Master Plan**
(Rich Sattler, Interim Public Works Director)
8. **PUBLIC HEARING**
 - A. **Resolution 2024-075, Adjusting Solid Waste and Recycling Collection Rates**
(Craig Sheldon, City Manager)
9. **CITY MANAGER REPORT**
10. **COUNCIL ANNOUNCEMENTS**
11. **ADJOURN**

AGENDA

**SHERWOOD CITY COUNCIL
November 19, 2024**

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

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

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

AMENDED MEETING MATERIALS – SEE EXHIBIT A TO RESOLUTION 2024-075

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
22560 SW Pine St., Sherwood, Or
October 29, 2024

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:33 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Ketih Mays, Renee Brouse, Dan Standke, and Doug Scott (left at 6 pm).
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Planning Manager Sean Conrad, City Engineer Jason Waters, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

OTHERS PRESENT: First Forty Feet consultants Jason Graf and Will Grimm.

4. TOPIC:

A. Old Town Strategic Plan Discussion

First Forty Feet consultants Jason Graf and Will Grimm presented the “Sherwood Old Town Strategic Action Plan” PowerPoint presentation (see record, Exhibit A). Mr. Graf recapped that the purpose of the Old Town Strategic Action Plan was to promote the ongoing revitalization of Old Town as the traditional heart of the community. He stated the plan would include a review of opportunity sites, how to approach future development/infill of those sites, and the impact of state mandates and potential incentives. He stated they would meet with the Sherwood Main Street group to determine what types of partnerships would work to promote Old Town. Mr. Graf provided an overview of the objectives within the Community Engagement and Visioning, Economic Development and Business Growth, Strategic Site Development, and Incentives and Tools Guiding Development categories on page 3 of the presentation. He provided an overview of the key measures of success within each category on page 4 of the presentation and asked for Council input. Mayor Rosener stated a measure of success would be not exasperating the city’s parking with the addition of more mixed-use buildings. He commented that the city currently did not have a parking requirement in Old Town, but he was open to changing that via development type if it was needed. Councilor Giles explained that he was not just interested in bringing in more businesses to Old Town, he wanted businesses that would generate increased foot traffic in Old Town and spoke on “discoverability.” Discussion regarding needing different types of businesses that were open more hours or days of the week to capture more foot traffic and

“activity drivers” occurred. Mayor Rosener stated that an Old Town hotel, mercantile shops, mixed-use buildings, and affordable housing, particularly in Sherwood West, could all impact foot traffic levels in Old Town. Councilor Standke asked if foot traffic was the main driver for defining success and Mayor Rosener replied that it was foot traffic in the context of the look and feel of Old Town. Councilor Scott commented that to him, foot traffic was the result, not the goal. Discussion regarding wanting to attract businesses that drew people downtown throughout the day and evening occurred. Discussion regarding ways to encourage businesses to remain open more hours and/or days of the week occurred. Mayor Rosener said a grant program could be used and spoke on the impacts to design standards from SB 1537 and similar legislation and the need for strategic cost incentives. He spoke on façade grants and SDC offsets and asked that they look into creative programs other communities were using. Mr. Graf spoke on the City of Tigard’s storefront improvement and tenant improvement programs. Mayor Rosener commented that \$50,000 in URA funds could be set aside annually to help fund those types of programs in Sherwood. Mr. Graf reported that they would meet with the City of Tigard’s Economic Development Director to discuss their programs. Council asked that the consultant also meet with the City of Beaverton and City of Newberg. Mayor Rosener asked that they be mindful of recently passed and potentially upcoming legislation in order to try and plan ahead as best as possible. Councilor Giles asked if tenant improvement programs could be utilized by businesses on the second floors of buildings and discussion occurred. Councilor Scott stated that it was important that the city not spend money or incentives on properties that were sub-optimally developed.

B. Metro Solid Waste Discussion

Mayor Rosener referred to Councilor questions sent to Metro prior to the work session (see record, Exhibit B) and introduced Metro Council President Lynn Peterson and Metro Waste Prevention and Environmental Services Director Marta McGuire. Mayor Rosener spoke on transparency and working with Metro and stated he had served on Metro’s Rate Policy Advisory Group and the UGR stakeholder group. He stated that he appreciated that Metro’s level of community involvement over the last few years had increased. Metro Council President Peterson provided background on herself. She voiced that this region had wanted to do regionalism so everyone would benefit from the gains and commented that everyone was dependent on each other in order to succeed. She explained that Metro set the waste fee annually and worked to balance the impact of raising the fees. She referred to the COVID-19 pandemic and explained that cities had requested that Metro not institute large fee increases during that time, and Metro had agreed. She stated that the fees that cities were seeing now was a result of Metro holding back increases for three years and Metro was no longer able to offset the costs by dipping into their reserves. Ms. McGuire presented the “Metro Waste Prevention and Environmental Services” PowerPoint presentation (see record, Exhibit C). She provided an overview of Metro’s budget development timeline and referred to additional fee setting information that had been sent to Council prior to the work session (see record, Exhibit D). She reported that Metro Council served as the approval body for fee setting, and, starting this year, the Regional Waste Advisory Committee would provide input and advise Metro Council. Ms. McGuire voiced that Metro was working to do a better job sharing information with cities regarding fees, programs, and services. She provided an overview of Metro’s solid waste fees and fee history on pages 4-5 of the presentation. She referred to the 1% increase in the Regional System Fee and explained that Metro’s focus had been on maintaining programs and services and getting back to pre-COVID reserve levels. She explained the Solid Waste Fee had increased significantly due to increased labor, equipment, and fuel costs. Ms. McGuire recapped the table of 2024 private transfer station rates and fees on page 8 of the presentation and noted that it was very difficult to make comparisons between transfer stations because there were many different factors that impacted their rates and fees. Mayor Rosener asked if Metro had investigated why some regions were able to offer much lower rates. Ms. McGuire

replied that Metro sought to be as efficient as possible, which was why they competitively bid their contracts every 5-7 years. Metro Council President Peterson added that Metro Council had given direction to WPES to slowly remove themselves from the transfer station space. She explained this meant that there would be more tonnage for the private sector to allocate, but it also meant that Metro would be regulating the rates. Mayor Rosener commented that if Metro was regulating themselves, that could be seen as a conflict of interest. Metro Council President Peterson replied that Metro had the authority to regulate the private sector, so this was a clarification of roles. Councilor Giles asked if Metro reviewed their services to determine their return on their investments and Ms. McGuire replied that direction had been given to focus on maintaining basic levels of service for the past few years. She voiced that actions Metro took to provide cost savings via program or service cuts would have a ripple effect down to the community level. Council President Young referred to the number of new FTEs that Metro had added over the past five years and commented that she felt it was a large number. Ms. McGuire provided information on Metro's internal staff restructuring and the creation of a new department. Metro Council President Peterson added that previously, Metro had utilized incarcerated labor to help run the Regional Illegal Dump program. She reported that Metro no longer used incarcerated labor, and instead switched to a workforce development program which likely explained the large increase in FTEs. Ms. McGuire outlined the summary of city and county rates table on page 9 of the presentation and explained that each city and county set their own curbside collection rates and had independent rate setting processes. She outlined that Metro sought to set fees guided by a solid waste fee policy with input from the Regional Waste Advisory Committee. They also sought to improve transparency of their budget and fee information and would hold a spring budget forum to gather additional information to share with Metro Council. Ms. McGuire provided an overview of what programs and services the solid waste fees funded on page 12 of the presentation. She referred to Metro working with cities and counties around diversion and reported that in 2019, Metro Council adopted the Regional Waste Plan, which was created through collaboration with city and county governments as well as community organizations and industry partners. She referred to questions regarding key performance metrics for Metro's budget and stated those were something Metro was actively working on. Councilor Giles commented that he wanted to see information on the impact the programs were having versus how much they cost. Ms. McGuire explained that the Department of Environmental Quality set requirements for every city and county regarding environmental literacy and noted that Metro provided the regional programming for students via their outdoor school program. She provided an overview of Metro's Fiscal Year 2024-25 budget on page 15 of the presentation. Mayor Rosener asked how much in reserves Metro had, and Ms. McGuire replied that she was unsure, but thought it was likely around \$10-12 million. Discussion regarding the closure of the St. Johns Landfill and the potential usefulness of capturing and selling the methane from the site occurred. Ms. McGuire provided an overview of Metro's services and community investments on page 16 and Metro's planning and partnerships on page 17 of the presentation. She outlined the need for the 2.4 FTE employees that were added in the Fiscal Year 2025 budget. Council President Young referred to the 10 FTEs noted in Metro's budget and asked for clarification. Ms. McGuire explained that there was an internal reorganization of some departmental staff. Mayor Rosener referred to the fund transfer from the Waste Fund to the General Fund and the reorganization of staff and asked for clarification. Ms. McGuire replied that Metro had a cost allocation plan for their shared central services, such as HR and IT, and each department's portion was based on their FTE and their operating budget. Council President Young commented that there was a large jump from \$10 million to \$20 million in a two-year time period. Ms. McGuire explained that Metro's event venue revenue suffered during the pandemic, resulting in them dropping their operating budget and WPES had to carry the load. Mayor Rosener commented that that meant that the WPES was funding other operations. Metro Council President Peterson replied that "it was their portion of what was left." Ms. McGuire added that it should go down as the zoo and other venues increased their operations. Metro Council President Peterson added that

2026 would be a “cliff for the region” in terms of conferences coming into the area. She explained that this was delayed fallout from the 2020 protests and the fentanyl crisis in Portland. Mayor Rosener referred to the cost allocation of Metro’s central services and Ms. McGuire replied that it generally amounted to about 20% of the WPES budget and stated that that was reasonable. Mayor Rosener referred to the 2026 venue drop-off and commented that Metro would likely need to review their staff and services. Metro Council President Peterson replied that Metro departments were currently “rightsizing” and discussion occurred. Mayor Rosener commented that local facilities were able to offer similar services to Metro, so a new facility was not necessarily needed. Ms. McGuire replied that Metro staff would advocate to leverage private infrastructure to help provide needed services. She provided an overview of Metro’s key investments on page 19 of the presentation. Mayor Rosener asked that moving forward, Metro utilize scientific polling to gain insights into the region’s needs. He referred to Metro’s four-step budget development process and stated that a step needed to be added to review the costs of Metro’s programs and services and their impacts on rates. Metro Council President Peterson replied that there was discussion at the Metro Council level of waste management being a utility and should be treated as a utility and determining a minimum level of service. Discussion regarding better search engine optimization for waste management occurred. Mayor Rosener asked for more clarity around how Metro set their reserve levels and Ms. McGuire replied that it was a 45-day operational reserve. She added that there had been discussions regarding increasing it to a 60-day operational reserve given what they experienced during the pandemic. She reported that if Metro wanted to issue a bond for future infrastructure, then their reserves needed to be at a certain level. Mayor Rosener asked for more transparency and more inclusion of communities from Metro moving forward.

5. ADJOURN

Mayor Rosener adjourned the work session at 7:03 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 Taylor Giles, Renee Brouse, Dan Standke, and Keith Mays. Councilor Doug Scott was absent.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

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

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of October 15, 2024, City Council Meeting Minutes**
- B. Resolution 2024-067, Appointing Deborah Reisman to the Sherwood Cultural Arts Commission**
- C. Resolution 2024-068, Appointing Leah Nedwek to the Sherwood Cultural Arts Commission**
- D. Resolution 2024-069, Appointing Michael Smith to Sherwood Police Advisory Board**
- E. Resolution 2024-071, Forming a Project Advisory Committee and Technical Advisory Committee for the Old Town Strategic Plan**
- F. Resolution 2024-072, Approving Sherwood Police Department Policy Updates**

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

A. Resolution 2024-070, Updating the 2024-25 Fee Schedule for Compliance with State Building Code Regulations and Accela Contract

Community Development Director Eric Rutledge presented the “Sherwood City Council Resolution 2024-070” PowerPoint presentation (see record, Exhibit E) and stated that the Community Development and Planning Departments were transitioning to Accela, the state’s e-permit system. He explained that as a part of that transition, the State had completed an audit of the city’s fee schedule to determine compliance with state regulations and reviewed the fee schedule structure to ensure compatibility with Accela. He reported that an Area Development Permit fee for manufactured home parks and RV parks was added to the fee schedule. He stated that plumbing and mechanical permit fees were now itemized, and the grading fee had been moved to Section 8. He reported that the city would go live with Accela on November 18th and noted that customers would be able to pay online. Council President Young asked regarding credit card fees and Mr. Rutledge replied that the Accela contract did not permit credit card fees to be charged and stated staff would be back soon to present Council with a technology fee to help recoup those losses. He commented that the upgrade would improve customer service and would be integrated into the new city website. Council President Young asked why the state mandated the inclusion of the Area Development Permit fee for manufactured home parks and RV parks. Mr. Rutledge explained that the fee schedule for building was very prescriptive and much of it was dictated by the state. He clarified that the city kept the fee, but the state dictated what the city could charge. Mayor Rosener opened the public hearing to receive public comment. Hearing none, Mayor Rosener closed the public hearing and asked for discussion or a motion from Council. Councilor Mays asked if Accela would result in better efficiencies and Mr. Rutledge replied that he was optimistic about the efficiencies the new software would create for both staff and customers. Council President Young asked if a customer would be able to view all of their permits with the new software and Mr. Rutledge replied that was correct. Councilor Giles asked if Accela was the predominant e-permitting software

cities used to comply with the state mandate and Mr. Rutledge replied that it was. With no further comments or questions, the following motion was stated.

MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT RESOLUTION 2024-070, UPDATING THE 2024-25 FEE SCHEDULE FOR COMPLIANCE WITH STATE BUILDING CODE REGULATIONS AND ACCELA CONTRACT. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR SCOTT WAS ABSENT).

Mayor Rosener addressed the next agenda item.

8. CITY MANAGER REPORT:

City Manager Craig Sheldon reported that Old Town would hold a Halloween event on October 31st. He reported that there would be no Council meeting on November 5th. He provided an update on the construction of the pedestrian bridge. He reported that a Veterans Day event would be held on November 11th at the Arts Center.

Councilor Standke asked what was being done to ensure the security of ballot drop boxes. Police Chief Hanlon replied that the Police Department was keeping an eye on things and planned to provide a police presence at the ballot box on November 5th and spoke on the Washington County field force that was also available to ensure access to the ballot boxes. Councilor Standke asked if the previously announced Hide and Seek with a Cop event had been canceled and Chief Hanlon replied that was correct.

Mayor Rosener addressed the next agenda item.

9. COUNCIL ANNOUNCEMENTS:

Councilor Giles reminded residents to vote. He reported on his attendance at the most recent Library Advisory Board meeting. He reported on the production of the Sherwood High School musical. He congratulated the Sherwood cross-country team.

Councilor Brouse reported on her attendance at the Housing Advisory Committee meeting. She reported she attended the Police Advisory Board meeting in Council President Young's place. She reported the Wine Festival would be held on November 2nd. She reported that Old Town would hold a Halloween event on October 31st.

Councilor Mays reported on his attendance at the League of Oregon Cities conference. He reported on recent and upcoming Arts Center events.

Councilor Standke reported on his attendance at a Voices for the Performing Arts event. He reported on his attendance at the most recent Planning Commission meeting.

Council President Young reported on her attendance at the League of Oregon Cities conference.

Mayor Rosener reported on his attendance at the League of Oregon Cities conference. He spoke on the American Connectivity Program committee.

10. ADJOURN:

Mayor Rosener adjourned the regular session at 7:42 pm and convened an executive session.

EXECUTIVE SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:45 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Renee Brouse, Dan Standke, and Keith Mays. Councilor Doug Scott was absent.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Police Chief Ty Hanlon, Finance Director David Bodway, and HR Director Lydia McEvoy.
- 4. TOPIC:**
 - A. ORS 192.660(2)(d)(e)(h) Labor Negotiator Consultations, Real Property Transactions, and Legal Counsel**

5. ADJOURN

Mayor Rosener adjourned the executive session at 8:55 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Sebastian Tapia, City Attorney

SUBJECT: Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association

Issue:

Shall City Council authorize the City Manager to enter into a contract with the newly formed Sherwood Police Sergeants' Association ("SPSA")?

Background:

HB 4115, which was passed in the Oregon Legislation's short session in February 2024, makes it clear that police sergeants have the right to form unions and engage in collective bargaining even when they have supervisory duties.

The Sherwood Police Department sergeants decided to form the Sherwood Police Sergeants Association and began negotiating their union contract with the City. The parties jointly recommend that City Council approves the contract attached as Exhibit A to the resolution.

Financial Impacts:

The cost to the City for the remaining year will be absorbed within the Police Department and incorporated into the FY 25-26 budget process.

Recommendation:

Staff respectfully recommends City Council approve Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association.



RESOLUTION 2024-073

**AUTHORIZING THE CITY MANAGER TO SIGN A UNION CONTRACT WITH THE SHERWOOD
POLICE SERGEANTS ASSOCIATION**

WHEREAS, HB4115 passed in February 2024 allows police sergeants right to form unions and engage in collective bargaining; and

WHEREAS, the Sherwood Police Department sergeants formed the Sherwood Police Sergeants' Association ("SPSA"); and

WHEREAS, the SPSA and City staff negotiated the terms of a union contract; and

WHEREAS, both parties recommend the authorization of the attached contract, marked as Exhibit A.

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

Section 1. The Sherwood City Council hereby approves the proposed Sherwood Police Sergeants Association (SPSA) attached as Exhibit A.

Section 2. The Sherwood Police Sergeants Association (SPSA) Contract will take effect on January 1, 2025.

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

Duly passed by the City Council 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SHERWOOD POLICE SERGEANT'S
ASSOCIATION
AND THE
CITY OF SHERWOOD**

Expires: June 30, 2026

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ARTICLE 1 – PREAMBLE

Section 1. This Collective Bargaining Agreement (hereinafter “the Agreement”) is entered into between the City of Sherwood, Oregon (hereinafter “the City”) and the Sherwood Police Sergeant’s Association (hereinafter “the Association”) and sets forth the parties’ Agreement with regard to wages, hours, and other conditions of employee relations as defined by law. The purpose of this Agreement is to promote efficient operation of the Police Department, harmonious relations between the City and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 2 – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time sworn law enforcement Sergeants, including those who have accepted a work back agreement and those assigned as an interim Sergeant. This excludes employees represented by SPOA or any other bargaining unit, the Captains, the Chief, and confidential employees of the Police Department, with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to the bargaining unit by the City, the Association shall be provided with the City’s proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within 14 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days consistent with ORS 243.698. The City is not precluded from filling the position at the posted wage rate; however, the City acknowledges the obligation to bargain in good faith.

If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board. The Association will provide at least 14 calendar days’ notice prior to filing a question of representation with the ERB.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Association recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the Police Department; determining standards and levels of service and methods of operation, including subcontracting, where Association members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just

cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Association, modifying how employees are paid or the dates employees are paid.

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

Section 2. Nothing herein shall be considered a waiver of the Association's rights to collectively bargain any changes in the status quo which are mandatorily negotiable or impact a mandatory subject of bargaining.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of their exercise of these rights.

ARTICLE 5 – CONTINUITY OF SERVICES

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

Section 2. In the event of violation of this provision by the Association or members of the Association, the City may discipline or discharge any employee involved in such activity.

ARTICLE 6 – CONTINUATION OF THE STATUS QUO

Section 1. Standards of employment related to wages, hours, working conditions, and other employee relations matters as defined by law, that constitute mandatory subjects of bargaining and which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition based on such mutual knowledge and acceptance shall be continued for the term of this Agreement, except as provided for in Section 3 below. The parties acknowledge

Collective Bargaining Agreement between the
City of Sherwood and SPSA
Expires June 30, 2026

that this agreement contains the entire economic compensation package for members of the bargaining unit.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement or the status quo as provided in Section 1 hereof.

Section 3. In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide an Association Executive Officer with written notice of the proposed change. The Association shall have fourteen (14) calendar days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within fourteen (14) calendar days of the notice provided for above shall serve as a waiver of the

Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. The parties agree to the provisions of ORS 243.698 should bargaining be required.

Union agrees to not initiate new economic proposals for midterm bargaining.

ARTICLE 7 – ASSOCIATION BUSINESS

Section 1. Subject to supervisory approval, grievances may be investigated on working time of the Association Officer and the employee involved. The Association's President or Vice President, Sgt. at Arms, or Secretary/Treasurer, and the employee involved, may process grievances during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or the employee's duties. The City agrees to provide reasonable time on duty for designated representatives while engaged in association activities as defined by ORS 243.798 (A-G) unless such activities, in the City's judgement, interfere with or hamper the normal operations of the City. Association activities will be conducted in such a way so as not to unreasonably interfere with work responsibilities of the department or other employees, and reasonable advanced notice to a supervisor will be provided. An association member will not be eligible for contractual overtime while engaged in such time. Conflicts or disputes at to the reasonable use of time on duty will first be brought forth in labor management meetings, and if not resolved, will solely defer to the grievance process.

Section 2. Association representatives who are certified as such in writing shall be allowed access to employee work locations for the purpose of processing grievances or for contacting

members of the Association. Such representatives shall not enter any work location without the consent of the Chief or his designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

Section 3. The City shall allow up to three (3) bargaining unit members to attend contract negotiations, up to two of whom may attend during duty hours without loss of pay. One Sergeant shall be allowed to use flex time (if that Sergeant normally works a flexible schedule) or paid time off to attend bargaining sessions. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties.

Section 4. The City agrees to allow the Association to maintain the bulletin board already provided by the City for use by the Association. The Association shall limit its posting of notices and bulletins to this board.

Section 5. On duty employees may attend Association meetings within the City limits no more often than quarterly and no longer than one (1) hour in duration but shall be subject to call. Sherwood Police Department facilities may be used for Association meetings on advance arrangements.

Section 6. The employer shall provide access to a copy machine for an Association member to print and provide sufficient copies of this Agreement for distribution to all Association members and all future Association members employed during the term of this Agreement.

Section 7. The City agrees to allow Executive Board members of the Association to attend up to a combined total of thirty-two (32) hours per fiscal year for training related to operational issues such as critical incident management and *Garrity* rights without experiencing a loss of pay. Requests for training under this Section shall be made in writing and subject to approval by the Chief of Police. Such approval shall not be unreasonably denied.

ARTICLE 8 – CHECKOFF AND PAYMENT IN LIEU OF DUES

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and Employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and the Union. The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City. Any authorization for payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the fifteenth (15th) day of each month, to be effective on the first (1st) day of the following month.

Section 2. The City agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Association with the new employee's name, mailing address, telephone number and position for which they were hired.

Section 3. Deductions for dues: Such deduction shall be made only if accrued earnings are sufficient to cover the payment in lieu of dues after all other authorized payroll deductions have been made.

Section 4. The Association agrees to indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any payroll deductions made under this Agreement. In the event that any part of Article 8 shall be declared invalid or that all or any portion of the dues must be refunded to any employee, the Association and its members shall be solely responsible for such reimbursement. In the event that any part of Article 8 shall be declared invalid or is contrary to law, the parties will re-open Article 8 for negotiations consistent with ORS 243.698.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

Section 1. Definition. Formal disciplinary actions for violations of rules or regulations shall include only the following: written reprimand, suspension or similar loss in pay imposed for sustained misconduct, demotion or dismissal. Disciplinary action is usually progressive in nature but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. For sworn law enforcement employees, all disciplinary actions imposed are subject to the just cause standards governed by ORS 243.808 through 243.812 and applicable law. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

Section 2. Counseling. Counseling is not discipline and may not be protested through the grievance process. Counseling is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Counseling documents, such as performance observation forms (aka "PO forms"), are not placed in an employee's personnel file, however, they may be maintained in the supervisory file and may be mentioned in the next yearly evaluation. Employees may provide a written rebuttal to the counseling within ten calendar days of the counseling. The rebuttal will be placed in the supervisory file attached to the counseling. Upon request, an employee may review and request copies of counseling documents in the employee's supervisory file. After the later of 12 months or the employee's next annual performance evaluation, the counseling will be considered stale if no further counseling or discipline has been imposed for similarly related conduct. Nothing herein prevents or prohibits command staff from discussing operational matters informally with employees.

Section 3. Process. If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative and/or Association attorney during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

Section 4. Association Representation. In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative and/or Association Attorney during such procedures.

Section 5. Due Process. In the event the City is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal disciplinary action of an economic nature, the City will provide the following:

A. Definition.

For purposes of these procedures, “Formal Disciplinary Action of an Economic Nature” is defined as a dismissal, demotion, suspension without pay, or reduction in salary as imposed as a formal disciplinary action.

B. Advance Notice.

For any internal investigation which could result in discipline of an economic nature, the employee concerned shall be notified not less than twenty-four (24) hours prior to an investigatory interview of the employee except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association.

C. The Interview.

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.
2. Any interview of an employee normally shall be when they are on duty, unless the serious nature of the investigation dictates otherwise.
3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are

unknown to them and may have an Association or other representative present to witness the interview and assist them.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested.
5. If the interview is recorded, the employee shall be provided with a copy of the recording upon request, or the employee may record the interview at their own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned in accordance with state and federal law.
6. The employee may be required to answer any questions involving criminal or non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

D. Investigation Findings/Pre-Disciplinary Notice for Economic Sanctions.

If the City determines that discipline of an economic nature will be imposed, and prior to imposition of discipline of an economic nature, the City will provide the employee and Association written notice of disciplinary findings, policy violations or explanation of misconduct found including a range of the intended disciplinary action contemplated. If requested, the City will also provide a copy of the investigation to the Association Representative or Labor Attorney, subject to possible limitations on release. The written notice will also provide for notice of a pre-disciplinary (*Loudermill*) meeting for the employee to elect to attend. The employee shall have ten (10) days from receipt of the investigative summary to respond to the proposed discipline, either in writing or in person, as to why the proposed discipline would be inappropriate.

- E. Imposition of Discipline. Upon determination by the City that formal discipline is merited and consistent with the provisions of this Article, the City will provide the employee subject to discipline written notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings of misconduct and an explanation of the disciplinary sanction(s) imposed, and the employee will be furnished with a copy of all the reports of the investigation if so requested. Imposition of formal discipline will be placed in the employee's personnel file for a period of time consistent with other terms of this agreement.

ARTICLE 10 – DISPUTE RESOLUTION PROCESS - GRIEVANCES

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

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

An individual employee who does not wish the Association's Executive Committee to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Association desire to adjust grievances informally. Therefore, both supervisors and employees are expected to make efforts to resolve problems as they arise. The informal step in the grievance process, Step 1, may be waived in writing by mutual agreement of the City and the employee and/or the Association. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: Informal Step: To commence resolution of a grievance, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification shall be in writing and must occur within fourteen (14) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the Captain delegated authority by the City to deal with the specific problem or concern. The grievance shall state supporting facts and proposed solution(s). Upon notice of informal grievance, the supervisor will respond in writing (email ok) within 14 calendar days. If the action grieved involves a decision of the Chief or City Administration the grievance shall be filed at Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution or when the action grieved involves a decision of the Chief or City Administration:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Association shall submit the grievance in writing to the Chief, within 14 calendar days from the date the written summaries provided for in Section 2 above were exchanged or were due, not including the day of the reply. The Chief or their designee shall issue a response in writing within 14 calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Association shall present the grievance to the City Manager or their designee within 14 calendar days from the date of response from the Chief, or the date such response was due, not including the day of response. The City Manager or their designee shall attempt to resolve the grievance and report in writing the decision within 14 calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Mediation. The parties acknowledge the value of resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union will notify the City Manager of its desire to submit the grievance to mediation within 14 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from the date of notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step 4.

Step 4: If the grievance is not settled at Step 3, the Association may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within 14 calendar days of the date the decision of the City Manager is received, not including the day of receipt. For grievances not involving discipline of a sworn Sergeant, the parties shall request a list of nine (9) Oregon/Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator. For grievances involving discipline of a Sergeant and within 14 calendar days from the written notice to the City of the Association's intent to arbitrate a grievance involving discipline of a Sergeant, the Association will request and select an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. For grievances involving discipline imposed on a Sergeant, as defined in Article 9, the arbitrator is bound to the just cause standards defined in Article 9 and as set forth in ORS 243.808 through 243.812 and applicable law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. The losing party, as determined by the Arbitrator, shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within

the time limits set forth in this Article, the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

Section 6. An authorized Association representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Association shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to their immediate supervisor.

Section 7. All formal disciplinary actions, as provided by Article 9.1, that are imposed upon an employee, may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 2 of this procedure.

ARTICLE 11 – ASSIGNMENT

Section 1. Shift and Vacation Bidding. Except in circumstances where it is necessary to distribute employees to meet the reasonable operating needs of the department (i.e. special assignments, unforeseen or emergency situations, training), employees assigned as Sergeant will be assigned to available shifts and days off based upon a bid process. Bidding of shift assignments and days off while assigned as Sergeant, will take place annually as follows: The City will post and announce Sergeant seniority shift and seniority vacation bidding by the 1st day of the month preceding the Shift and Vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA; The intent and purpose is for SPSA Sergeants to complete their shift and vacation bidding process by the end of the month prior to SPOA's commencement of bidding.

Sergeants will complete the shift and seniority vacation bid schedules by the last day of the month preceding the shift and vacation bidding schedule agreed upon in the Sherwood Police Officer's Association (SPOA) CBA.

The City will publish the final shift and seniority vacation schedules by December 31. The schedules will be effective (February - May), (June – September), and (October – January) with the transition dates generally effective the first Sunday of the transitioning month.

Section 2. Shift bidding shall follow the following process:

- 1) Patrol Sergeants will bid for shifts beginning with the Sergeant with the most seniority as an acting Sergeant and thereafter proceeding in order of seniority until the number of rotating Sergeants is equal to the number of patrol slots that could be rotated into.

- 2) Patrol Sergeants will be assigned a 4-10's schedule (4 consecutive 10 hour shifts in a week)
- 3) Administrative Sergeants will be assigned a 4-10's schedule in which the majority of hours are between 0800-1500
- 4) Patrol Sergeants may trade shift assignments with another willing Sergeant, subject to approval by the Chief or their designee

Section 3. If an officer within SPOA is asked by the Chief, or their designee, to serve as an interim Patrol Sergeant, the Officer will serve in the position previously bid on by the vacating Patrol Sergeant. Should a bid for shift and vacation bidding schedule occur during the time of interim service, this interim Patrol Sergeant will retain their rights in SPOA for shift and vacation bid scheduling. The returning Patrol Sergeant retains their rights for shift and vacation bidding within the SPSA.

Section 4. A Patrol Sergeant asked by the Chief, or their designee, to work out of class, at a rank above Sergeant, shall retain all rights for shift and vacation bidding within the SPSA.

Section 5. During primary vacation bidding Sergeants will be allowed to bid for a maximum of 4 weeks (160 hours) for primary vacation. 2 weeks of this must be in 40 hour blocks and 2 weeks may be individual days.

ARTICLE 12 – PERFORMANCE EVALUATIONS

Section 1. Regular non-probationary employees will be evaluated annually and shall receive a copy of their annual evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation. Probationary employees will receive a written evaluation after working twelve (12) months, upon completion of the probationary period. Unless otherwise prohibited by law, if an employee's anniversary date or yearly performance evaluation falls during a leave without pay period of thirty (30) calendar days or longer, the anniversary date and performance evaluation shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

Section 2. Any employee who is dissatisfied with an evaluation may provide a rebuttal to the Police Chief within 14 days of receipt, and the Police Chief will afford the employee an opportunity to meet with the employee to discuss the rebuttal. (bargaining note: evaluations are not subject to grievance).

Section 3. Step Advancements: Periodic salary increases are established in Appendix "A" and are based upon receipt of a satisfactory performance evaluation as indicated in an employee's written performance evaluation. Employees promoted to Sergeant from SPOA will be placed at the Step nearest to, but not less than, their previous hourly base pay including certification, education, assignment incentives, minus the percentage of any certification incentive that they will be eligible

for immediately upon hire within the Sgt classification.

All Employees are eligible for advancement to the next step in the matrix upon each anniversary following placement at Step 2 or above and based upon receipt of a satisfactory performance evaluation. Employees who do not receive a satisfactory performance evaluation will be placed on a work performance improvement plan for 90 days from their anniversary date. The City will provide the employee guidance regarding expectations. If after the 90-day review, the employee meets expectations, the employee is eligible for their step advancement from that point forward. If the employee does not meet expectations during the 90-day period, the employee is not eligible for advancement until the next anniversary date. At such time the, the employee may then file a grievance concerning the denial of a step increase as a result of an evaluation of less than satisfactory performance which may be initiated at Step 2 (Chief of Police).

ARTICLE 13 – PROBATIONARY PERIODS

Section 1. All new Sergeant hires with the Police Department shall be tentative and subject to a probationary period of twelve (12) consecutive months' service. Promotional and lateral appointments shall be subject to the same probationary period for twelve (12) months. The probationary period is intended to provide an extended period of observation of new Sergeants and may be extended at the discretion of the Chief of Police. Unless otherwise prohibited by law, if an employee is absent from the employee's position for a period of 14 calendar days or longer excluding approved PTO, Comp Time, Sabbatical, or other exceptional reason authorized by the Chief of Police, the employee's probationary period shall be extended by the length of the absence from the position for the purposes of providing adequate observation.

Section 2. During the twelve (12) month probationary period, an internally promoted Sergeant may be demoted or request a demotion and be returned to Officer status, provided a Patrol Officer vacancy is available. They will return to SPOA seniority consistent with their years of service at the Sherwood Police Department, according to the agreement with SPOA, without appeal under the grievance procedure. The demoted Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Section 3. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor. Formal notification of completion of the initial twelve (12) month probationary period will be sent to Personnel.

ARTICLE 14 – SENIORITY, LAYOFF AND RECALL

Section 1. Seniority within SPSA shall begin on the date of promotion or assignment to Sergeant and will be honored upon completion of the employee's probationary period of Twelve (12) months. Seniority shall be determinative with respect to leave scheduling, requests for other leave time off, and selection of shifts and days off pursuant to Article 11, Section 2. For these purposes, seniority shall be defined as time served within the bargaining unit. The seniority of two (2) or more employees employed on the same date shall be determined by a drawn lot.

Section 2. Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Section 3. If the City should reduce its workforce, layoff shall be made within each job classification in a Department on the following basis: Employees will be laid off in inverse order of seniority within their classification within their department. For purposes of determining order of layoff within a classification, seniority shall be based on continuous service, within that classification. Where seniority is equal, ties will be broken by lot.

Section 4. A Sergeant notified of layoff may either accept the layoff or elect to displace the least senior employee within SPOA, as long as the bumping employee is fully qualified to perform all aspects of the officer's job. The laid off Sergeant will return to SPOA seniority consistent with their years of service at the Sherwood Police Department. The laid off Sergeant will return to pay levels, and vacation accrual consistent with years of full-time law enforcement service.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. Employees recalled within twenty- four (24) months of their date of layoff shall be recalled to their prior classification or a lower classification for which they are qualified on a seniority basis. No new employees shall be hired for a classification until employees laid off from that classification have been notified of an offer of an opportunity to return to work.

The City shall notify a laid off employee, who is still on the recall list, of a position opening within their prior classification or in a lower classification by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have seven (7) calendar days from receipt, or return by the post office, of such notice, to notify the City in writing of their intent to return within seventeen (17) calendar days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of reinstatement to one's former classification shall constitute voluntary termination, and such employee shall lose their layoff status privileges and their seniority.

ARTICLE 15 – HOURS OF WORK

Section 1. Workweek and Workday. The regular City workweek is a period of one hundred sixty-eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular Sergeant workday consists of a work shift of ten (10) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Police Chief or their designee and shall be posted in advance of the shift bid described in (Article 11, Section 1). The City reserves the right to modify any posted work schedule whenever such modifications are in

the best business interest of the City.

- A. A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- B. Administrative Sergeants will typically be assigned a 4-10's schedule in which the majority of hours are between 0800-1500. Based on operational needs of the department, the chief, or designee, shall give a minimum of seven (7) days-notice that the Administrative Sergeant will be changed to a 5-8 schedule. It is allowable to be less than seven (7) days-notice if mutually agreed upon.
- C. The City and the Association may agree to an alternative work schedule. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the City and the employee(s) involved. Employees will normally be given seven (7) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the City on less than seven (7) days' notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown seven (7) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees are required to maintain and provide to the City a telephone number so they can be contacted when not on shift. Employees are expected to make a good faith and reasonable effort to answer calls from the City. Approved remote work or phone calls for compensable work for 'On-Call Sergeants' will be paid at the rate of \$150.00 per month (Article 19/Section 4) with the exception of when an employee is unable to be on call as a result of an absence exceeding 30 days.

ARTICLE 16 – OVERTIME/COMPENSATORY TIME

Section 1. Overtime/Compensatory time calculated at time and one-half the employee's regular rate shall be paid for authorized work in excess of one or more of the following conditions: A. ten (10) hours per workday if on a 4-10 schedule or eight (8) hours per workday if a 5-8 schedule; B.

Forty (40) hours in a workweek; or C. Work incident to a schedule change on less than seven (7) days' notice pursuant to Article 15, Section 5. Overtime and Comp time shall be calculated to the nearest quarter $\frac{1}{4}$ hour.

Section 2. Overtime and Comp calculation: For determining a 40-hour workweek for the purposes of overtime and comp time, the use of authorized accrued leaves are included in the 40-hour calculation. Compensatory time shall be earned at one and one-half ($\frac{1}{2}$) times the hours worked but shall not exceed a maximum "bank" of seventy (70) hours.

Section 3. Captains, and the Chief of Police are authorized to require or authorize overtime by employees. Employees may be subject to discipline for working unauthorized overtime.

Section 4. Assignment of Overtime for Sergeants when the City has knowledge of a need to cover certain hours at least 7 calendar days in advance, the City will assign officers to cover those hours. SPOA will have first right of refusal for the posted hours requiring coverage until the period 5 days before the needed shift coverage. Sergeants are eligible to volunteer for overtime during the period 5 days before the needed shift coverage. Sergeants are not required to be part of a force-in list due to cover patrol minimums. Sergeants cannot work additional hours under this paragraph that would cause the Safety Release provision (Article 17, Section 8) to apply.

Section 5.

- (1) Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the City will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the City to drop below minimum manning levels or if the City does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off pursuant to Article 17, Section 8.
- (2) Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee's regular hourly rate received by the employee at the time of termination.

Section 6. Shift Trades: Subject to approval by the Chief of Police, Sergeants may trade a regularly assigned shift for another Sergeant shift, as long as the employees work the same number of hours in the same workweek. Trades are limited to be taken with the pay period (14 days).

ARTICLE 17 – CALLBACK

Section 1. Court Appearances: Employees who are required to report for work at Circuit Court, including Municipal Court, outside their regular shift or on their day off will be paid a minimum of four (4) hours at one and one-half (1 ½) times their regular rate. In the event a scheduled court appearance is within 2 hours of ending a scheduled shift, the employees shift will be extended until released from court. Overtime will be paid consistent with this agreement.

Section 2. (1) In all other instances, other than a court appearance, when employees are required to report for work outside their regular shift or on their days off, they will be paid a minimum of three (3) hours overtime. This provision does not apply if the employee is called in 2 hours or less before a scheduled shift; such time is paid for actual hours worked at one and one-half times their regular rate. This provision also does not apply to, trades, voluntary overtime or changes in work schedules as allowed by this agreement. (2) An employee who has received notice of a court appearance, shall confirm the court appearance at least sometime after the close of business on the day prior to the court appearance. Unless provided two (2) hours advance notice of cancellation, the employee shall receive compensation pursuant to Article 17.

Section 3. Any employee required to appear for a court appearance less than two (2) hours after the end of their regular shift shall be compensated at the rate of time and one-half of the time elapsed between: A. The reporting time and the beginning of the regular shift, or B. The end of the regular shift and the time the employee is released from court, whichever is applicable.

Section 4. For purposes of this article, court appearance by an employee means a court appearance required as a result of the employee's official capacity with the City of Sherwood.

Section 5. For purposes of this policy, reporting time for such appearances is deemed to be one half (½) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or his designee.

Section 6. More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.

Section 7. Employees who callback under Article 17, shall not be required to do work beyond the completion of a specific callback or court appearance. Minimum three (3) hour callback pay does not apply for remote work (for example: work from home) or phone calls off duty. Approved remote work or phone calls for compensable work for "On-Call" Sergeants will be paid at the rate of \$150.00 per month (Article 15 / Section 6).

Section 8. Safety Release: Employees working sixteen or more hours in a twenty-four hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. The employee should advise a Captain when they reasonably believe their shift will extend beyond sixteen unless to do so is not feasible. If the safety release time will extend into the employee's next regularly scheduled shift, the employee will be paid for those hours by the city. If the safety release time will extend more than halfway through the employee's next

shift, the employee may opt to use accrued leave for the remaining duration of this shift.

Section 9. All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the City of Sherwood Finance Department.

ARTICLE 18 – SALARIES

Section 1.

Effective July 1, 2024, the wage scale will be as set forth in Appendix A. (Appendix A)

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817

Effective July 1, 2025, the wage scale will be as set forth in Appendix A, increased by a percentage equal to the CPI-W, West Index, for the 12 months ending December 31, 2024, with a minimum of 2.0% and maximum of 4.5%, by applying the percentage increase to the first step and maintaining % between steps.

Section 2. Pay periods. The pay period for bargaining unit members is every 14 days accounting for generally 26 pay periods per year.

Section 3. Working out-of-class pay. A Sergeant asked by the Chief, or his or her designee, to work in an acting role at a rank above Sergeant shall be paid 5% of base hourly rate for hours worked.

ARTICLE 19 – PREMIUM PAY

Section 1. Effective January 1, 2025, Sergeants shall receive additional compensation for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards & Training as follows:

Advanced certificate **8%** of base hourly rate

Supervisory certificate **12.0%** of base hourly rate

(Premium pay shall be computed based upon the employee's base salary rate and shall be a maximum of 12.0%).

Section 2. Sergeants shall receive additional compensation for the following:

Residency within Sherwood City Limits **2.5%***
*Paid each pay period

Section 3. Sergeants shall receive the highest payment of any one of the following language skills.

Fluency in speaking Spanish language.¹ \$250 per month*

Fluency in American Sign language or \$125 per month*
any foreign language, other than Spanish,
that is determined by the Chief to be
operationally relevant.²

*Paid in the 2nd pay period of each month

(Payment for language skill payments are not cumulative).

Section 4. On call Sergeant (Article 15/Section 6) \$150 per month*

*Paid in the 2nd pay period of each month. Excludes months when a sergeant is on long-term leave or sabbatical.

Section 5. Longevity Pay. Upon receiving a satisfactory performance evaluation after their fourth (4th) year at Step 7 employees will receive "Longevity Pay" which is included in Appendix A.

ARTICLE 20 – INSURANCE

Section 1. The City will provide group medical, dental, vision, and life insurance programs for all regular fulltime employees according to each program's eligibility requirements. The City will pay 90% of the PPO Plan group medical, dental, vision premium cost for regular full-employees and their dependents. The City or insuring agency reserves the discretion to change plans or carriers subject to providing comparable benefit coverage. In the event comparable coverage is no longer available at the same or lessor overall cost, the parties will meet and confer to discuss alternatives. Resolution of disputes regarding providing comparable plans or alternative plans will be limited to the grievance process. Employees electing alternative plan options made available by the City may apply these contribution amounts toward such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

HRA/VEBA. Effective January 1, 2025, the City will contribute \$50 per pay period to each employee's individual HRA/VEBA account. Employees will pay \$50 per pay period to their individual account through payroll deductions. HRA/VEBA fees are the responsibility of the employee.

Section 2. During the term of this Agreement, the City will provide group term life insurance and

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Expires June 30, 2026

accidental death and dismemberment for each regular, full-time employee at one and one-half (1½) times the employee's annual salary, \$150,000 maximum.

Section 3. The City shall provide a program of long-term disability insurance for all bargaining unit members at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for the plan are paid 50% by the City and 50% by the employee.

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

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits. Employees are responsible for any contributions.

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

ARTICLE 21 – TORT CLAIMS LIABILITY

Section 1. The City shall indemnify and defend employees of the City's Department against claims and judgments incurred in, or arising out of, the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

ARTICLE 22 – RETIREMENT

Section 1. The City shall provide for participation in the Public Employees Retirement System (PERS) for all eligible employees as provided for under the rules and regulations of that system. The City shall pay the cost of the employee's contribution to PERS (PERS pickup), not to be deducted from salary, consistent with PERS statutes, rules and regulations.

ARTICLE 23 – PAID LEAVES

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

Section 2. PTO Accrual. PTO accrual rates are determined by a regular employee's length in continuous service as full-time Sworn Law Enforcement. A break in continuous service is a break of 180 days or more. Full-time employees shall accrue PTO each pay period at the following rate:

Years of Continuous Service	Per Pay Period	Yearly Accrual Rate	Maximum Accrual
Less Than 3 years	5.23 hours	136 hours	204 hours
Greater Than 3 years	5.85 hours	152 hours	228 hours
Greater Than 6 years	6.46 hours	168 hours	252 hours
Greater Than 9 years	7.08 hours	184 hours	276 hours
Greater Than 12 years	7.69 hours	200 hours	300 hours
Greater Than 15 years	8.31 hours	216 hours	324 hours

Part-time employees shall accrue PTO at a prorated rate of full-time employees.

Section 3. HOLIDAYS The City and SPSA shall observe the following holidays on the dates indicated:

- New Year's Day – January 1
- Martin Luther King Jr. Day – Third Monday in January
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4
- Labor Day – First Monday in September
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday Following Thanksgiving – Fourth Friday in November
- Christmas Day – December 25

Exceptions: If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

- A) **Holiday Pay** – SPSA members shall receive holiday pay commensurate with their regularly scheduled number of hours, at their regular rate of pay for each observed Holiday listed above in Article 23 Section 3.
- B) An SPSA member may elect to work on an observed holiday upon approval of the Captain or Chief. If that holiday is worked, they will be compensated for hours worked at the regular hourly rate up to 10 total hours, only hours worked in excess of their regularly scheduled number of hours per day, on the approved holiday will be paid at the overtime rate and classed as hours worked for the purposes of calculating overtime (Article 16). If the member works on an observed holiday, they will still receive Holiday Pay as defined above

(Article 23 Section 3 A). Based on operational needs, the Chief may force-in a Sergeant for supervisory coverage of a Holiday. The Chief and the Association will make every effort to avoid the need for a force-in holiday.

Section 4. Sick Leave Accrual. In addition to PTO accrual in Section 2 above, the City shall provide eligible employees with paid sick leave in accordance with Oregon's Sick Leave Law. Full-time employees shall accrue sick leave at a rate of 3.70 hours per pay period (every two weeks). Sick leave runs concurrently with Oregon Family Leave Act, Federal Family and Medical Leave and other leave when allowed by law. An employee begins to accrue paid sick leave on the first day of employment. Paid sick leave may not be used in excess of what has accrued. Part time employees are prorated consistent with applicable law.

Section 5. Maximum Accrual. PTO benefits are accrued to a maximum of one and a half (1 ½) times the employee's annual accrual rate. Employees will not accrue or be paid for any PTO in excess of one and a half (1 ½) times the employees' annual accrual rate. However, the City may approve temporary accruals and carry- overs of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and workload requirements, or other legitimate reasons that make use of accrued paid time off benefits unfeasible. Sick Leave, as provided by Section 3, will be accrued in a separate bank and employees will not accrue or be paid any Sick Leave in excess of seven hundred twenty (720) hours.

Section 6. Procedure for Use of PTO.

- A. Requests for time off submitted at the time of shift bid shall be granted within each classification on a seniority basis. Such requests may not exceed four weeks per shift bid per employee. Of those four weeks, up to two weeks may be taken in daily increments, with the remainder being taken only on a full workweek basis.
- B. A PTO leave request, except in emergency situations, should be made in writing to the section captain at least one (1) week in advance. The section captain shall respond with approval or denial within one (1) week of receipt of the request. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- C. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.
- D. Employees will be compensated through the regular payroll process when using accrued paid leaves. Accrued paid leaves cannot exceed 40 hours per work week. Employees must indicate in writing the number of PTO and Sick Leave hours for which paid accrual is requested to be used.

Section 7. Compensation of Unused PTO Leave

- A. Upon separation of employment: Employees with at least 180 days employment in their classification shall be paid in one (1) lump sum for any accrued but unused PTO only upon layoff, resignation, or dismissal.
- B. Upon written request by an employee and written approval by the City Manager, an employee shall be allowed to convert a block of up to eighty (80) hours of accrued PTO time into cash at the employee's then-current rate of pay once per fiscal year. To be eligible for the cash-out, the employee must have already taken at least eighty (80) hours of PTO within the past twelve (12) month period. Employees will be required to maintain a balance of a minimum of eighty (80) hours of accrued PTO, after cash-out, to be eligible for cash-out under this policy. The cash out process may take up to 2 pay periods to process and accrual caps will not be increased to allow for the processing time. Employees should plan accordingly. The City Manager will approve or deny any such PTO cash-outs in writing and may disallow or reduce the requested cash-out based on the ability of City finances to absorb the cost

Section 8. Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee's annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Section 9. Worker's Compensation

A. Pay During Workers' Compensation Leave

1) During the First 120 days. If eligible for time loss due to an on-the-job injury or occupational illness and a worker's compensation accepted claim, the City shall issue a gross up check each pay period in an amount which is the difference between any worker's compensation payments and the employee's regular gross wages, excluding overtime for that period covered by the compensation payments. Employees shall retain any time loss payment/checks received by the City's workers compensation provider. Employees may be required to provide Payroll with evidence of the workers compensation payment so that Payroll may calculate the gross-up check amount. The City will endeavor to process the gross up check as soon as operationally possible, however, depending on the date of the workers compensation payment, the gross up check may be paid in the following pay period. The employee shall receive any general salary adjustments (COLA) and will be eligible for any salary step increase subject to satisfactory performance at the date of injury. During the period of the first 120-days, the City will deduct the employee's insurance cost share premium contributions or the other required deductions through payroll deductions from any gross up payments made to the employee each pay period. During the first 120-day period, the employee will continue to accrue all benefits, including but not limited to sick leave, vacation accrual, health insurance and PERS contribution. The PERS contribution is limited to the value paid by the city as the gross-up payment each pay period.

2) After 120 Days. Employees shall use available sick leave balances in order to gross-up

and receive their regular gross wages. The employee's sick leave bank shall only be charged the difference between the employee's time loss payments/checks and their regular gross pay. If the employee's sick leave bank is depleted, the employee may elect to use available Comp Time or PTO to make up the difference. Employee medical benefits will continue for a maximum of 12 months and leave accruals will be calculated proportionately to the amount of leave used by the employee to supplement their wages.

B. Early Return-to-Work Program.

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Section 10. Sabbatical

- A. Eligibility: Full time employees with 60 months of DPPST service with the Department or prior Oregon agency is eligible for a Sabbatical Leave. For lateral Sergeants, the Sergeant must have successfully completed their probationary period and have at least 48 months of certified experience in Oregon. Eligible employees may have no more than one sabbatical within any three-year period, unless otherwise approved by the Chief of Police.
- B. Request: Employees may submit a request to take Sabbatical leave after service in sworn law enforcement of 5 years and then upon completion of each subsequent anniversary ending in 5-year increments. The Chief retains the sole discretion to schedule Sabbatical leave order and succession. Requests should be made by memorandum to the Patrol Captain during the period of primary bidding. The Chief retains the sole discretion to schedule leaves based on operational need. Such discretion is not subject to grievance.
- C. Length of Sabbatical Leave: Full time employees work a regular schedule of 40 hours a week. Sabbatical leave is intended to cover about four (4) weeks off taken in the equivalent of 30 consecutive calendar days off and 160 hours of regular scheduled paid time.

D. Compensation: During the period of the Sabbatical leave, an employee must use 80 hours of accrued PTO or Compensatory time. The City will provide paid administrative leave of 80 hours, for a total time off of 160 consecutive hours. Employees accrue paid leaves under the CBA as if in paid status.

E. Leave rules

- a. The leave period is intended to be 30 consecutive calendar days off. Based on schedule, an employees' normal "weekend" day may apply at the beginning and/or end of the scheduled sabbatical leave period, resulting in more than an actual 30 days off.
- b. The 30-day period may not be extended by seeking to use additional PTO or compensatory time. In extraordinary circumstances and at the sole discretion of the Chief, a request for a longer period may be considered. The decision of the Chief is final and not subject to grievance.
- c. In the event an employee seeks to use sick leave that qualifies under FMLA, OFLA or other state law during the Sabbatical leave period, the timelines and applicable laws will be reviewed with Human Resources and the employee. If applicable, the city may set aside 80 hours of the employee's PTO or Compensatory time to ensure the employee has enough to cover their portion of the leave.
- d. Employees on Sabbatical leave will not engage in ANY work duties while on leave, with the exception of attendance to a court matter by subpoena. The Department will make all efforts to notify the Courts about leave schedules and unavailability. The employee is not eligible for any overtime work, off duty work, or related, unless otherwise approved by the Chief. During the leave period, employees should not be checking work email, engaged in work conversations, or attending police facilities absent social gatherings. This provision is not intended to impede any rights when engaged in Union activities.
- e. Operational Exception: The City intends to make every effort to not disrupt an employee while on Sabbatical Leave, however as a last resort and based on operational need, the City may require an employee to return to work. If the return to work exceeds 72hours, the duration of the Sabbatical Leave will be reviewed for extension. If an employee is required to appear for Court while on Sabbatical Leave, the employee will be paid time and one-half.
- f. Notification of sabbatical eligibility must be made by memorandum to the Patrol Captain or designee during the primary bidding process.
- g. Sabbaticals will be scheduled, after primary bidding is complete for SPSA and SPOA.

ARTICLE 24 –LEAVES WITHOUT PAY

Section 1. Bereavement Leave. Bereavement leave shall be granted in accordance with state law and City policy for immediate family. Employees shall be required to use accrued PTO, vacation and sick leave before taking any unpaid bereavement leave.

“Immediate family” for purposes of this section is defined by state law.

Section 2. Emergency Leave for a Sibling. When a death or serious illness occurs for an employee's sibling, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave first and then from the employee's PTO, if necessary. Emergency leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule. All emergency leave shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. Use of such leave is concurrent with any applicable leave under OFLA.

Section 3. Military Leave. Military leave shall be granted in accordance with state and federal law and City Policy.

Section 4. Jury/Witness Leave. If an employee is called for jury duty or is subpoenaed as a witness in a matter within the employee's scope of employment or on behalf of the City, the employee shall be granted leave with pay. Compensation received from the Court or a third party (excluding travel reimbursement) shall be remitted to the City. Upon being excused from such duty for a portion of any day, the employee shall immediately contact their supervisor, who at the supervisor's discretion may assign the employee for the remainder of their regular working day.

Section 5. Family Medical Leave. Family medical leave shall be granted in accordance with state and federal law, and City policy.

Section 6. Leave Without Pay.

- A. Generally. Leave without pay may be granted to any regular employee by the City Manager or his designee for any period of time up to 90 days for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager or his designee shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City. Temporary employees shall not be granted leave without pay.
- B. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the Police Chief and referred to the City Manager with the Police Chief's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce

or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

- C. Return to Work. Unless otherwise approved by the Police Chief or his/her designee after giving due consideration to extenuating circumstances, failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment with the City. Employees on leave without pay may return to work early, provided notice is given to the Police Chief at least five (5) regular City workdays in advance.
- D. Benefits. PTO and Sick Leave are not earned while an employee is on leave without pay. The City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by law, though the employee may elect to personally continue such coverage as provided under the terms of such policies through COBRA. At the City Manager's discretion, an employee may be required to use any earned but unused PTO and holiday benefits before a leave without pay is granted. If an employee is on approved FMLA or OFLA Leave, during leave without pay, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on unpaid FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in benefit plans.
- E. Return from Leave without Pay. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step.
- F. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued PTO and Disability PTO prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the determination of a health care provider, the certificate shall, if possible, be from the health care provider who previously examined the employee.

Section 7. Administration of Leave Requests. The following provisions will apply to the administration of all leave requests under this article unless otherwise indicated.

- A. Eligibility for Leave. Regular full or part-time employees will become eligible for leave without pay under this article when they have been employed for at least one hundred eighty (180) calendar days before the first day of leave.
- B. Notice of Leave. Unless otherwise required by law, employees must provide thirty (30) days advance notice if the leave is foreseeable. If the reason for the leave is unforeseeable,

notice of such leave must be provided as soon as the employee learns of the need for leave. At a minimum, employees must give the City oral notice within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days after the employee returns to work. Failure to give the requisite notice may be cause for reduction of the employee's leave and discipline when the law permits. In the case of a medically related leave of absence, the notice should include the health condition of the person needing care, the relationship of the employee to the person needing care (if other than the employee), the anticipated length of the leave.

- C. Certification. The City may require an employee to provide certification from the employee's health care provider to support a leave of absence request under this article, to the extent allowed by law. Where the need for leave is anticipated, the employee must provide the certification in advance of the leave, when possible (although certification is not required for parental leave, the employee may be required to provide documents evidencing birth, adoption or foster placement). Where the need for the leave is not anticipated, an employee must provide certification within fifteen (15) days of the City's request for such certification. In some cases, the City may require a second or third opinion (not for leave to care for sick child), at the City's expense. If an employee requests a family medical leave for the employee's own serious health condition, the employee will also be required to furnish a certification (fitness-for-duty certification) from the employee's health care provider at least three (3) working days before returning to work.
- D. Benefit Status During Leave. Unless otherwise indicated, leaves under this article are unpaid. Leave shall not continue to accrue for any period in which the employee is on unpaid leave status. If an employee's probationary period is interrupted by a leave under this article, it shall resume upon the employee's return to work.
For employees on a family medical leave who are otherwise qualified for employee benefits, the City will continue employee benefits, including group medical insurance, for the period of leave required by law, provided the employee pays his/her portion of the premiums. Employees will be asked to authorize payroll deductions for any employee contributions for benefits while they are on leave. In certain situations, the City reserves the right to recover any premiums paid on behalf of an employee for group medical insurance during the leave. For example, if an employee decides not to return to work after a leave for reasons other than a serious medical condition or circumstances beyond the employee's control, the City reserves the right to recover those premiums paid for such benefits on the employee's behalf during the unpaid leave.
- E. Calculation Period. The 12-month period during which leave is available (also referred to as the "one-year calculation period") will be based on a calendar year beginning January 1 and ending December 31 of that same year.
- F. Reinstatement. At the conclusion of the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, they will be entitled to be reinstated to an available equivalent position. Employees must promptly

return to work when the circumstances which necessitate their leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement. With the exceptions of employees who are off work as the result of industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.

- G. Leave requests will be administered in accordance with any applicable federal or state laws. Leaves under this Article will run concurrently where permitted by law.

ARTICLE 25 – UNIFORMS

Section 1. If an employee is required to wear a uniform or carry equipment, such uniform and/or equipment shall be furnished by the City. The employee shall reimburse the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and equipment is the responsibility of the employee. The City will provide cleaning service for up to two City-issued uniforms per week and cleaning service for court attire as needed. The City shall provide Sergeants with a footwear reimbursement in the amount of three-hundred (\$300) - Receipts are required. Furthermore, the City shall provide a reimbursement of up to three-hundred (\$300) every two (2) years for the receipted purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police's discretion. Proper maintenance of the appearance of footwear is the responsibility of the Sergeant.

Section 2. Subject to approval by the Police Chief, an employee may be authorized to substitute personal equipment for the equipment furnished by the City. However, the City shall not be responsible for an employee's personal property if loss or damage occurs in the line of duty when City furnished equipment is available.

Section 3. Employees assigned Administrative Sergeant shall receive an annual clothing reimbursement of up to seven -hundred dollars (\$700) for the receipted purchase of clothing for work. Administrative Sergeant shall be expected to maintain an appearance appropriate to their assignment, as determined by the Chief of Police.

ARTICLE 26 – TRAINING

Section 1. Mandatory Training. When an employee is assigned to attend a training activity, the following shall apply:

- A. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.

- B. All mileage and per diem shall be reimbursed in accordance with this agreement.
- C. All authorized time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.

Section 2. Employee Requested Training. Employees may request to attend training determined to be related to their position. In the event the training is approved, the employee will be assigned to attend the training, and the City may adjust the employee's schedule to attend the training in efforts to minimize overtime obligations. Assigned training is subject to expenses as provided in section 1 above.

Section 3. The City shall provide an opportunity for each Sergeant to receive all training hours required by DPSST for the maintenance of the employee's certificate. Such training shall be considered mandatory training.

ARTICLE 27 – BUSINESS TRAVEL

Section 1. Mileage Reimbursement. Whenever an employee is authorized to use their personal vehicle in performance of official City duties, they shall be compensated at the standard IRS-allowed rate.

Section 2. Expenses. An employee traveling on authorized City business (excluding Association business and training under Article 7, Section 7) shall receive per diem for meals (according to the applicable GSA rate) and mileage (according to the applicable IRS rate). Lodging and airfare will be paid for by the City.

ARTICLE 28 – OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain the approval of the Chief of Police and the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE 29 – MISCELLANEOUS

Section 1. General and Special Orders. Policies and orders in effect are available to all employees online. The City will provide the Association with all additional policies and orders promulgated during the term of this agreement.

Section 2. Use of Force Situations. The parties agree that the Washington County Use of Deadly Physical Force by a Police Officer Plan has been approved by the City Council and that it will control situations to which it applies. The parties further agree that the Plan provides for an administrative protocol to be followed in the event of use of deadly physical force by a police officer and that any alleged violations of the Plan by the City will be handled in accordance with the Plan and/or SB 111, and will not be subject to the grievance procedure.

Employees involved in the use of deadly force, as defined by the Sherwood Police Department policy manual, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement; however, the Sergeant shall be required to provide immediate, on-scene information such as the status of the incident and the location of a suspect. All employees involved in the use of deadly force or a traumatic incident, as determined by the Chief of Police or the Association, shall be required to meet with a mental health professional at the City's expense, for the purpose of debriefing. The employee shall be allowed to choose the mental health professional the employee wants to visit from a list of licensed mental health professional mutually agreed upon between the City and the Association. The employee shall notify the City of their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/ patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose.

ARTICLE 30 – PERSONNEL FILES

Section 1. Content. Personnel records maintained on Police Department employees may include, but are not necessarily limited to, a list of the positions held, and compensation received, performance evaluations, and special commendations or awards relating to job performance, notes regarding any disciplinary action(s) and records regarding the payment or administration of benefits. Personnel records will be maintained by the City Manager or designee. All employees, including those on leave without pay status, are required to keep the City informed of their current home address at all times.

Section 2. Confidentiality. An employee's personnel records are confidential, except as provided by law. Only the employee, a representative of the employee with written permission of the employee, the employee's immediate supervisor, the Police Chief, and the City Manager, or other personnel authorized by the City Manager, may examine an employee's confidential personnel records. Confidential personnel records shall not be released to any unauthorized individuals except with the written consent of the employee, unless otherwise permitted by law. No documents shall be removed from an employee's personnel file without the City Manager's approval, provided, however, employees have the right to inspect and to copy documents from their own personnel file at any time, subject to notification of the City Manager. Authorized inspections shall take place in the presence of the City Manager, City Attorney or the Director of Human Resources.

Section 3. Response to Disciplinary Material Placed in Personnel File. An employee may respond in writing, within (30) calendar days, to any information in such document with which the employee disagrees, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 4. Removal from File. Upon written request by an employee, all letters of warning and

reprimands will be removed from an Association member's personnel files at the time permitted by OAR 166-200-0305(4)(a) and (b), unless other similar discipline has been received by the employee within the applicable retention period. For sworn law enforcement employees, personnel files will be maintained at a minimum of 10 years post-employment consistent with applicable law. *(note: Removal from file does not preclude continued record keeping for civil purposes or for purposes of proving notice of rule)*

ARTICLE 31 – FUNDING CLAUSE

Section 1. The City agrees to include moneys necessary to fund this Agreement in its General Fund budget. However, the City makes no guarantee or representations as to passage, voter approval, or level of employment within the department.

ARTICLE 32 – SAVINGS CLAUSE

Section 1. The parties agree to abide by ORS 243.702.

ARTICLE 33 – CLOSURE

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

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and Sherwood Police Sergeant's Association where mutually agreeable.

ARTICLE 34 – TERM OF AGREEMENT

Section 1. This agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2026, and shall continue in effect during the period of negotiations until a successor agreement is reached.

Section 2. The parties agree to initiate successor bargaining by March 1st of the expiring year.

**FOR THE SHERWOOD POLICE
SERGEANTS ASSOCIATION**

**FOR THE CITY OF
SHERWOOD**

Association President

City Manager

Date

Date

APPENDIX A – WAGE SCHEDULE

Effective July 1, 2024

Pay Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Longevity
Hourly	\$48.89	\$50.85	\$52.88	\$55.00	\$57.19	\$59.61	\$61.99	\$63.85
Annually	\$101,691	\$105,768	\$109,990	\$114,400	\$118,955	\$123,989	\$128,948	\$132,817

TO: Sherwood City Council

FROM: Richard Sattler, Interim Public Works Director

Through: Craig Sheldon, City Manager and Sebastian Tapia, Interim City Attorney

SUBJECT: Resolution 2024-074, Adopting the Murdock Park Master Plan

Issue: Shall City Council adopt the Murdock Park Master Plan?

Background: The 2021 Park & Recreation Master Plan identified updating the Murdock Park Master Plan as a high-priority project, leading to its inclusion in the City's 2023/24 budget. To move forward, the City issued a Request for Proposals (RFP) for the Murdock Park Master Plan on October 12, 2023, and received four competitive proposals. Following a thorough evaluation and interviews with two firms, the City awarded the contract to Lango Hansen Landscape Architects.

As part of the planning process, the City of Sherwood hosted a community open house in March 2024 to gather valuable public input. This event was a key part of the Site Analysis phase, focusing on understanding the community's experiences with and aspirations for Murdock Park. Using the feedback gathered from the open house and site analysis, three design alternatives were developed.

To further refine these concepts, the City launched an online survey, which ran from June 4 to June 24, 2024. The survey provided detailed information about each design alternative and sought input not only on which concept was preferred but also on specific elements that should be incorporated into the final design. The survey garnered over 700 responses.

The survey results were instrumental in shaping a 'preferred design,' which was then presented to the Parks Board on August 5, 2024, the City Council on August 6, 2024, and the public during a final open house at Murdock Park on September 12, 2024. The purpose of these outreach efforts was to share survey results and confirm that the proposed design aligned with the community's priorities and needs.

At the October 2024 Parks and Recreation Advisory Board meeting, the final preferred design was presented, and the Board unanimously recommend that the City Council adopt the Murdock Park Master Plan.

This Master Plan will serve as the guiding document for future improvements to Murdock Park, with the construction timeline to be determined based on available funding.

Financial Impacts: There are no financial impacts for the adoption of this Master Plan.

Recommendation: Staff respectfully recommends City Council approve Resolution 2024-074, Adopting the Murdock Park Master Plan.



RESOLUTION 2024-074

ADOPTING THE MURDOCK PARK MASTER PLAN

WHEREAS, the 2021 Park & Recreation Master Plan identified updating the Murdock Park Master Plan as a high-priority project; and

WHEREAS, on October 12, 2023, the City issued a Request for Proposal for the Murdock Park Master Plan and received four proposals; and

WHEREAS, after a thorough evaluation and interviews with two firms, the City awarded the contract to Lango Hansen Landscape Architects; and

WHEREAS, to incorporate community input in developing the Master Plan, the City of Sherwood organized two public open houses, conducted an online survey, and shared the preferred design at Park and Recreation Advisory Board meetings and at a City Council work session; and

WHEREAS, the final preferred design, along with insights from the open houses, were presented at the Parks and Recreation Advisory Board meeting on October 7, 2024; and

WHEREAS, the Parks and Recreation Advisory Board unanimously recommended that the City Council adopt the proposed Murdock Park Master Plan.

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

Section 1. The Sherwood City Council adopts the Murdock Park Master Plan, attached hereto as Exhibit A.

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

Duly passed by the City Council this 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

MURDOCK PARK

2024 Master Plan



October 2024

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Project Team:
Lango Hansen Landscape Architects
Pacific Habitat Services, Inc.



1

PROJECT BACKGROUND

In this section of the report, the foundation of and process for this study is discussed, including background on the planning framework for the plan, project guiding principles, and an introduction to Murdock Park.

PROJECT BACKGROUND

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 is important that the plan is not only feasible, but that it is collaborative and firmly rooted in the values and needs of the citizens of Sherwood. This process should result in a design for Murdock Park that is enduring and beloved by the community.



MASTER PLAN PROCESS

The master planning process was divided into three phases of work, which will allow for an iterative design process informed by an understanding of the site and input from the community.

Phase 1: Site Analysis

The intent of Task 1 is to fully understand site opportunities and constraints, identify technical and regulatory issues, and engage the community to develop a clearly defined vision for programming in Murdock Park. This program will serve as the foundation for the next phase of work.

Phase 2: Concept Alternatives

The second phase of work will build upon the technical investigations, site analysis, and community feedback to develop creative design solutions that work within site constraints, respect the project budget, and meet community expectations. This task will see the development of design alternatives and will seek consensus to determine a preferred concept.

Phase 3: Preferred Design

The purpose of phase 3 is to confirm the preferred design approach and refine the plan to ensure that it meets the communities expectations. This plan will serve as the basis for potential future park construction.

PUBLIC FEEDBACK

The master plan process was designed to be collaborative and iterative, ensuring that the work was responsive to feedback received from the community. This design approach was intended to be driven by the community such that the final plan for Murdock Park is a reflection of the needs and desires of the people who will use the park.

Public consultation occurred in each phase of the project, including an open house in phase 1 that focused on understanding the communities goals for the park, an online survey in phase 2 that collected feedback on design alternatives, and an open house in phase 3 to solicit feedback on the master plan.

The City of Sherwood Parks and Recreation Advisory Board was consulted once in each phase to receive additional feedback and to provide guidance on how to proceed with park amenities. Their feedback informed the development of the master plan to ensure that public feedback and City priorities were implemented.

The master plan was reviewed and discussed in two City Council work sessions; once to review the design concepts and again to review the final proposed master plan. This feedback was valuable to ensure that the proposed park improvements considered existing park assets responsibly and that the master plan was aligned with the City's goals.



PROJECT BACKGROUND

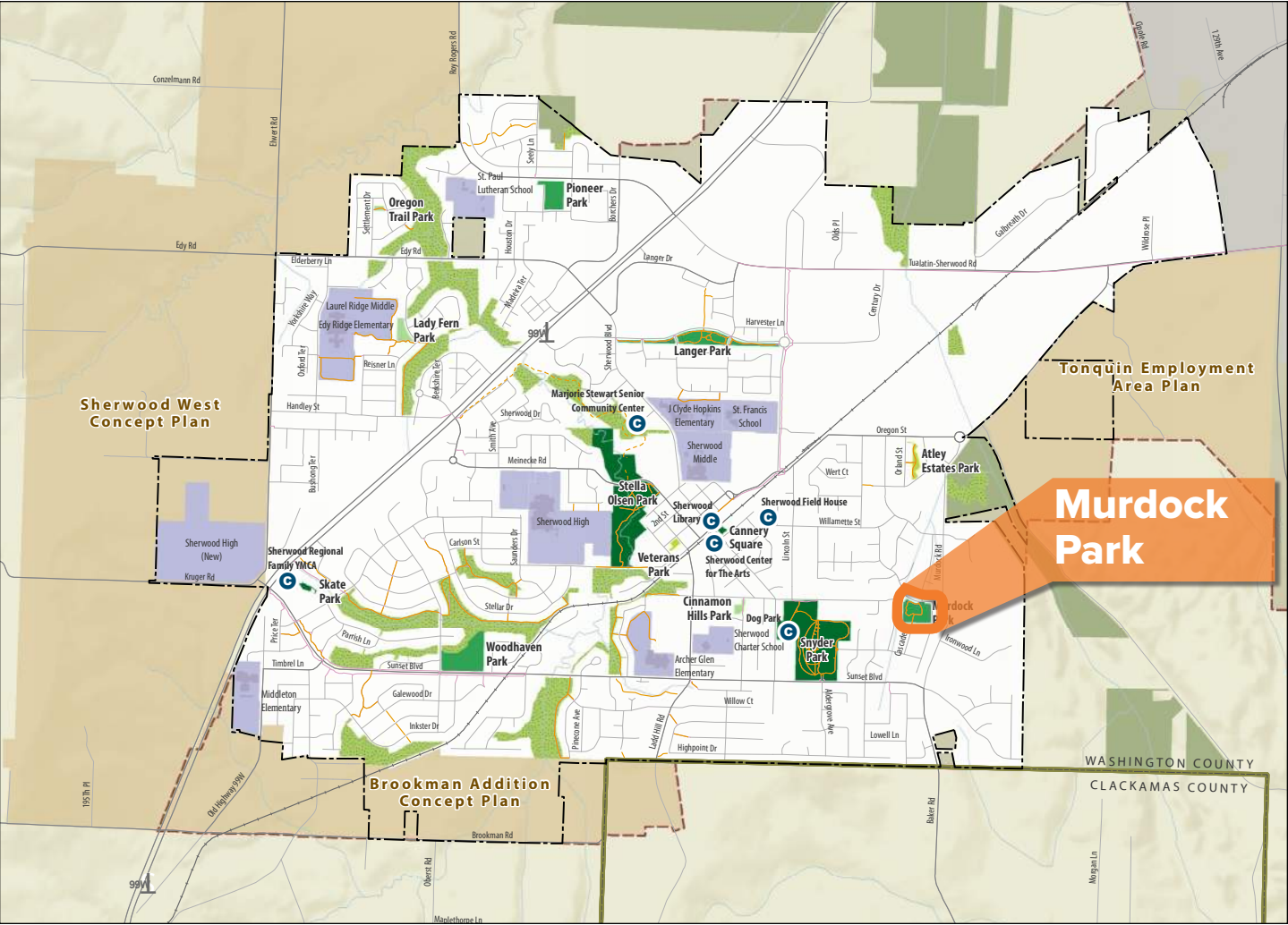
PLANNING FRAMEWORK

The Master Plan for Murdock Park is a result of the 2021 City of Sherwood Parks and Recreation Master Plan, which has provided a framework to guide the City in setting priorities and making decisions about parks, trails, open space, natural areas, recreation facilities, and programs as well as providing design guidelines for parks and facilities.

The following recommendations were made for Murdock Park:

- Create a master plan to guide improvements.
- Enhance the play experience, including incorporating nature play elements and climbing features. Consider relocating the play area to the north of the shelter.
- Consider adding a sport court.

- Create a longer walking loop with a measured distance.
- Add more native vegetation around the stormwater pond and develop a picnic area or small picnic shelter overlooking the pond.
- Convert turf not being used for recreation to ecolawn or drought resilient plants to reduce mowing needs and increase landscape complexity.
- Plant more shade trees.
- Add a restroom.
- Add more recreation amenities consistent with design guidelines for neighborhood parks.



Legend

Community Park	Natural Areas	Trails and Paths	Other Facilities
Neighborhood Park	City of Sherwood Owned Natural Areas	Existing Trails	Community Facilities
Pocket Park	Tualatin River National Wildlife Refuge	Future Trails	Schools
Open Space	Trails and Paths	Separated Bike Paths	
Concept Plan Areas			

PROJECT BACKGROUND

GUIDING PRINCIPLES

Based on direction from the 2021 Parks and Recreation Master Plan, the following guiding principles were established as a starting point for the master plan.

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.



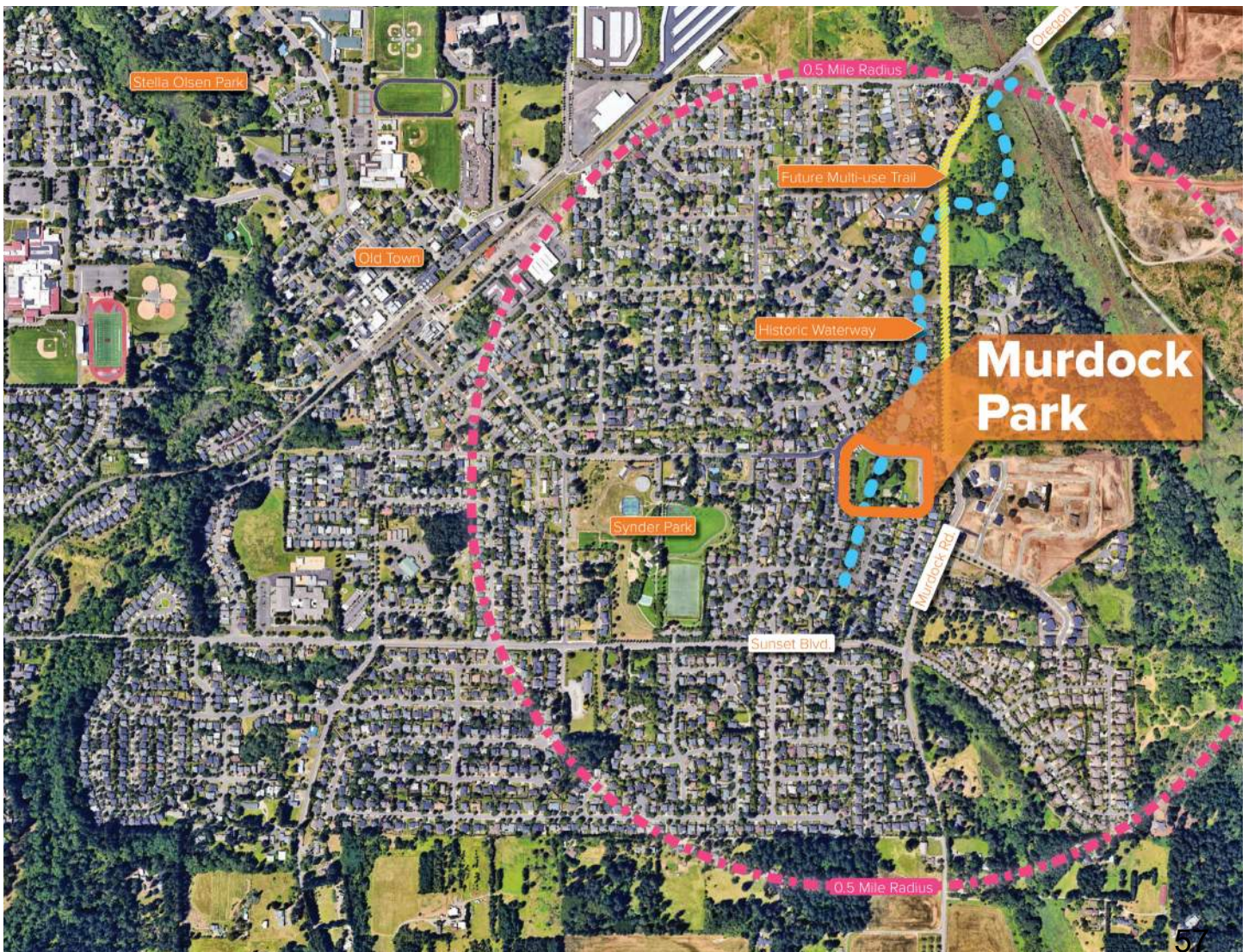
PROJECT BACKGROUND

SITE CONTEXT

The 2021 City of Sherwood Parks and Recreation Master Plan classifies Murdock Park as a neighborhood park. These types of parks are intended to provide close-to-home recreation opportunities for nearby residents who typically live within walking and bicycling distance, approximately half a mile, of the park.

Murdock Park is about a 10 minutes walk to Snyder Park, a community park with the widest variety of amenities in the city. These park experiences should be considered when reviewing potential new park amenities at Murdock Park.

It is also notable that Murdock Park exists in the location of a historic waterway. Although drainage patterns have changed due to development, this historic waterway still exists in the form of a stormwater pond in the middle of the park.



PROJECT BACKGROUND

EXISTING CONDITIONS

Murdock Park is a large neighborhood park which provides close-to-home recreation opportunities for nearby residents who typically live within walking and bicycling distance of the park in a residential setting. The park features amenities include a playground, multi-use walkways, picnic shelter, benches, picnic tables, lawn areas, a stormwater retention pond, and an pond overlook. Murdock Park is bordered by single family residences along the western and southern property lines.

The existing retention basin is a scenic feature in the center of the park, including an overlook, seating, and the highest density of plantings on site. The drainageway into the pond is similarly notable for its dense plantings.

Much of Murdock Park has gentle slopes which help facilitate programming throughout the site, however, there is

a sharper grade change along the Williams Avenue frontage. Consideration will need to be taken to address these grade changes to ensure proposed amenities, such as playground equipment or sports courts, are sited appropriately and accessible routes are provided.

The pathway system in Murdock Park includes two paved entrances, one off Upper Roy Street and the other through the residences to the south, exiting at the Cascade Place cul-de-sac. Although the path does provide a circuit around the park, certain amenities, notably the covered picnic space and the swings, are disconnected.

The existing playground includes swings, a climbable boulder, and a post and platform play structure. These elements are located adjacent to the picnic shelter, creating a collection of active recreation elements in the southern portion of the park.

- 1 Pond

2 Pathways

3 Pond Overlook

4 Drainage Swale

5 Swale Crossing

6 Benches

7 Park Sign

8 Restroom

9 Swing Set

10 Playground

11 Picnic Shelter

12 East Lawn



2

SITE ANALYSIS

Fundamental to the development of any plan for Murdock Park is an understanding of the opportunities and constraints of the site. This information, gathered through site investigations and from speaking with the community will guide the development of the master plan.

SITE ANALYSIS

A fundamental step in creating a successful plan for the future of Murdock Park requires an understanding of the opportunities and constraints of the existing park. This plan illustrates some of the site features, environmental factors, and park elements that will affect how potential future improvements will be implemented.

- 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 som 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.
- 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 it's 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 a 50 ft. planted buffer. This buffer will have strict requirements on the types of programming 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.



SITE ANALYSIS

PHASE 1 - PUBLIC MEETING

To gather community feedback to inform the development of the design plan, the City of Sherwood hosted an open house in March 2024. This effort was part of the Site Analysis phase of work and focused on engaging the community to gather feedback on their experience with and desires for Murdock Park. The open house was a meet-and-greet style event with staff stationed at information displays to explain materials, answer questions, and solicit input on future parks programming.

Information collected included observations from community members on how they use the park, notes of the types of improvements they would or would not like to see implemented, and voting on specific types of park programming, based on the guiding principles for the project. The collected feedback guided the development of park design concepts in the Concept Alternatives phase of work.

Participation

The open house was well attended with over 40 community members in attendance. Additional feedback was received via email and social media.

The City informed the community about the open house through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers
- Utility Mailers

Feedback Summary

Feedback was collected and analyzed to determine common themes, interests, and desires for the park. Feedback received was primarily of two types: dot voting on specific programming opportunities and notes on observations of and desires for improvements to Murdock Park. Below are some key themes from these exercises.

- 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.
- 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.

- 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.
- 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.
- 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 Snyder Park already has such facilities.
- There was general support for ensuring that the pathway system and future park improvements be upgraded so that the park is fully accessible.
- The park improvements should take into account 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.

IMPROVE AND EXPAND PARK AMENITIES

What types of amenities would you like to see added to Murdock Park?



MURDOCK PARK MASTER PLAN

PUBLIC OPEN HOUSE #1

3

DESIGN ALTERNATIVES

Based on the feedback from the community in the Site Analysis phase of work, three design alternatives were developed to explore different approaches to the design of Murdock Park. The goal of these alternatives was to determine which amenities, and how they are implemented, were most important to the community.

DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 1

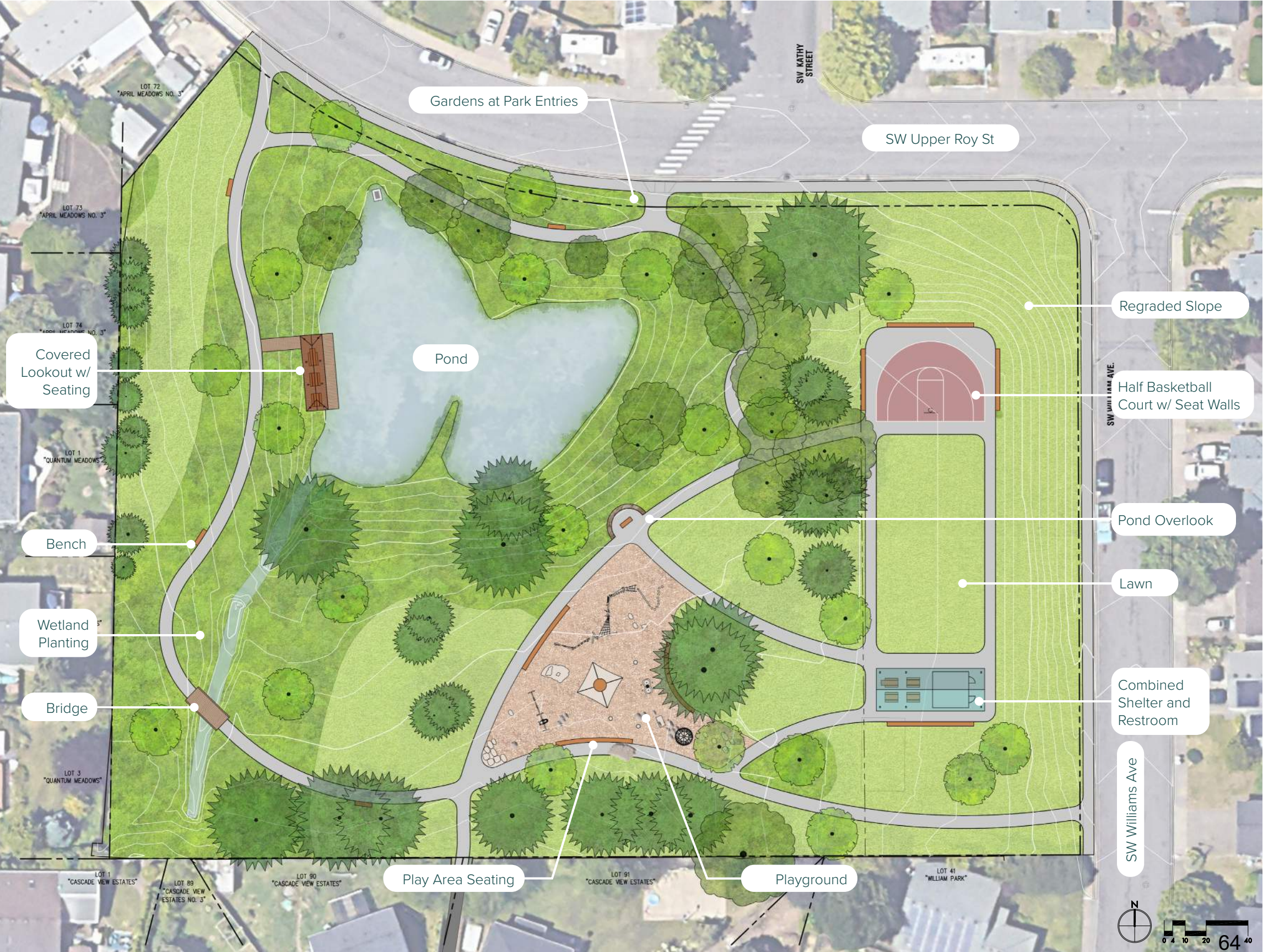


DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 2



DESIGN ALTERNATIVES

PRECEDENT IMAGERY



CONCEPT 3



DESIGN ALTERNATIVES

PHASE 2 - ONLINE SURVEY

To seek feedback on the concept alternatives, the City hosted an online survey with information on each concept alternative, seeking to determine not only which overall concept was preferred, but also which elements of the three concepts were worth bringing into the preferred design. This survey was live for approximately 3 weeks from June 4 to June 24, 2024.

Participation and Notification

The online survey received 704 responses and was advertised by the City of Sherwood through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers
- Utility Mailers

Feedback Summary

The survey was designed to not only determine which option was most preferred, but also to understand which elements of the options should be blended into the preferred design. Option 2 was the most popular, followed closely by Option 1. As such, Option 2 will be the framework for the preferred design, with popular elements from the other options included. Below is a summary of feedback received:

- The picnic shelter was preferred in a central location where it had clear sight lines to the playground and the pond.
- An enhanced, covered, pond overlook was preferred. Comments were received that emphasized that the structure should be accessible and should have fall protection to prevent accidents related to the structure being raised, particularly when the pond is dry.
- The curvilinear pathways from option 3 were the preferred approach to the path system.

- The addition of a basketball and/or sports court received mixed support, with about half of respondents expressing a desire to have a place for sports in the park and with the other half expressing concern that the noise and activity would detract from the serene environment in the park, noting that Snyder Park already has such facilities and a new park to be included in the new housing development east of SW Murdock will include a basketball court.
- Keeping the picnic shelter and the restroom separate, rather than using a combined structure, was notably preferred. There were some concerns raised, however, that such a building would block site lines, potentially making the park unsafe for parents monitoring their children. The addition of a restroom was supported and proper placement of this element will be important.
- There was general support for ensuring that the pathway system and future park improvements be upgraded so that the park is fully accessible.
- 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.
- 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.
- The community expressed a desire to keep elements of the park that don't need to be replaced. Efforts should be made to protect existing trees and opportunities to reuse existing park amenities, such as the play structures or the existing pond overlook, should be considered once the design is implemented.



4

MASTER PLAN

The Master Plan presented in this report is an iteration on the three design alternatives, extracting favored elements of each to create a design that is firmly rooted in the needs of the community. The section presents the Master Plan and will go into detail about elements of this plan.

MASTER PLAN



MASTER PLAN

GREEN SOLUTIONS

It was a common sentiment that one of the most loved aspects of the park is its serene, natural feel. The design will enhance this feeling and aesthetic, and will use this as a theme for enhancements throughout the park.

This plan anticipates the necessary removal of the cottonwood trees around the pond as they have been noted to be in declining condition and could become future hazards and maintenance challenges. The removal and replacement of these trees, where possible, will be phased to reduce the impact of losing the mature trees. A diverse mix of new trees will be planted to future-proof the park's tree canopy.

The design will encourage interaction with and education about the wetland with interpretive signage and the pond pathway.

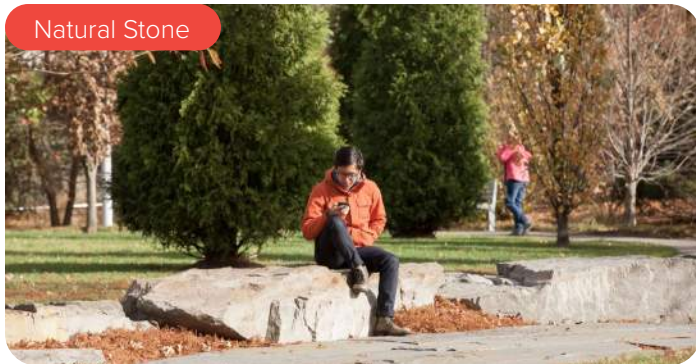
Interpretive Signage



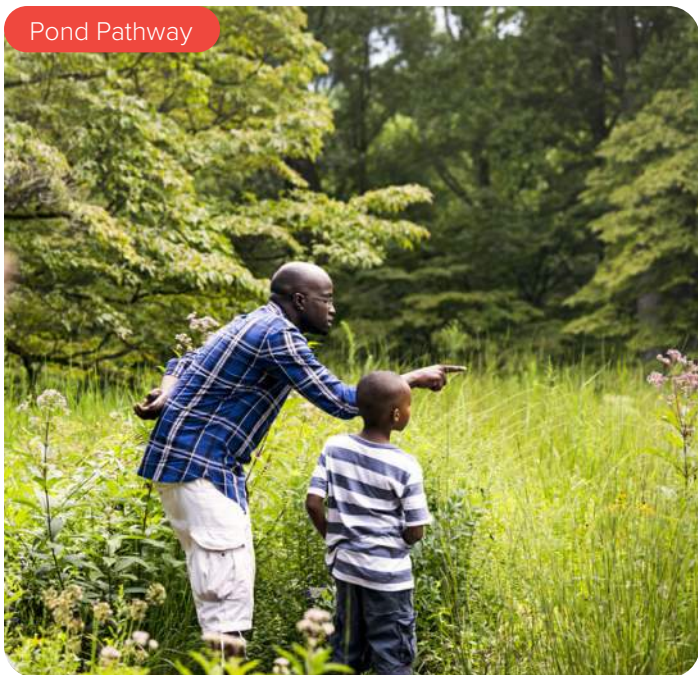
Wetland Planting



Natural Stone



Pond Pathway



New Tree Plantings & Eco-Turf



Phased Replacement of Cottonwood Trees



MASTER PLAN

PATHWAYS

The expanded pathway network has been designed to be entirely accessible, provide multiple loops within the park, and to link all of the parks amenities. The main pathways will be paved in asphalt, whereas the pond pathway will use natural materials.

Seating will be regularly spaced along the pathway to ensure that park users are never far from an opportunity to rest.

A new bridge will be installed where the paths cross the drainage creek to replace the existing culvert that is at the end of it's design life.



MASTER PLAN FURNITURE

Murdock Park will include furniture to ensure the comfort and accessibility of park users and to enhance park amenities.

Seating will be provided at regular intervals so ensure that park users are never far from a place to rest and relax. Scenic views and proximity to other park amenities will be considered for the placement of benches, ensuring that there is a variety of seating opportunities.

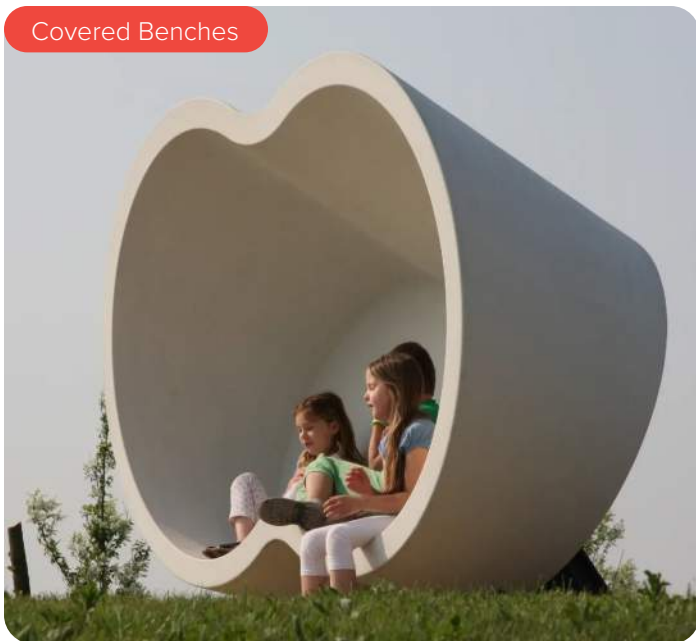
Protection from the elements must be considered, so bench placement will also be considered relative to trees that can provide soft protection from sun and rain. Covered benches may be used as a playful element.

Opportunities for play, such as chess, will be embedded into tables.

Drinking Fountain



Covered Benches



Benches



Seat Walls at Playground



Chess Tables



Ping Pong Tables



MASTER PLAN STRUCTURES

The park will include a picnic shelter, a new pond overlook, and a restroom building.

The picnic shelter will be centrally located in the center of the park, overlooking the playground and near the playground.

The pond overlook should be covered and have built in seating. So long as the existing overlook remains in a state of good repair, the design will not require its removal, so it has been incorporated into the proposed design.

The restroom will be a separate structure, centrally located near the playground and the picnic shelter.

The images on this page are examples of the types of structures that could be included in the design.

Restroom



Restroom



Picnic Shelter



Picnic Shelter



Covered Pond Overlook



Preserve Existing Pond Overlook



MASTER PLAN PLAYGROUND

One of the primary users of this park are parents and their children. Upgrades to the playground include nature play elements, opportunities for inclusive play, seating for parents, and play elements for different age groups.

Protection from the elements has been expressed as a preference and should be considered, depending on budget.

The playground location will allow for the preservation of the existing playground equipment.

Nature Play



Use Natural Materials



Inclusivity



Play for all ages



Preserve Existing Equipment



Consider protection from the elements



MASTER PLAN

ACTIVE RECREATION

The feedback received for a sports court was divided, with about half supporting a sports court and half expressing concerns that a sports court would work against the natural and serene feel of the park.

Due to the proximity of Snyder Park and the upcoming addition of a basketball court in the new park in the housing development east of SW Murdock Road, the neighborhood is well served for formal sports courts and so one has not been included in the design.

In lieu of sports court, the design includes a flexible, decorative paved space that will allow for both informal activities such as roller blading and events and small-scale activities such as four-square, cornhole and/or ping pong.

As well, an improved lawn area has been included for informal play.



MASTER PLAN

PHASE 3 PUBLIC MEETING

The responses from the online survey were used to develop a 'preferred design' which was then presented to the Parks Board on August 5, 2024, City Council on August 6, and finally to the public at an open house on September 12, 2024 at the picnic shelter at Murdock Park. The purpose of this outreach was to report out on the results of the survey and to confirm whether the 'preferred design' approach was meeting the desires and needs of community members. The open house included a series of graphic boards with background information, survey results, the 'preferred' design plan, and precedent images.

Participation and Notification

The open house was well attended with over 40 community members in attendance. The City informed the community about the open house through the following outreach efforts:

- Social media posts on the City's Facebook page
- Media posts on the City of Sherwood's website
- Open House Fliers

Feedback Summary

As the primary goal of the outreach was to determine if the community supports the design, the amount and type of feedback received was less than in the previous two phases. See below for a summary of common themes:

- The overall reaction to the preferred design was quite positive overall. Community members were in support of the overall strategy as it relates to placement of major design elements, such as the picnic shelter, the playground, and a new pond overlook.
- The preferred design plan acknowledges that the removal of the cottonwood trees around the pond will likely be necessary. Community members were generally understanding of this, though an interest in mitigating the impact of losing all the trees at once was voiced. It would be prudent, upon execution of the design, to consider a phased approach to the removal of the cottonwoods, if viable.
- City Council was interested in reusing park assets, such as pathways and play equipment, whenever it was viable to do so. Further, it was expressed that park elements, such as the picnic shelter and pond overlook, should be designed to be durable, reasonably easy to maintain, and should be ideally designed to mitigate weather (such as ensuring that the picnic shelter has eaves on both sides).
- The community was in favor of the location and the proposed size of the playground. There was an expressed interest in adding some sort of shade

structure in the play area to mitigate environmental impacts from the sun and the rain. Although this is not typically done at the neighborhood park level in Sherwood, should the budget allow, it would be prudent to consider the addition of shade in the playground at Murdock Park.

- The community was generally in favor of the natural elements of the park and expressed interest in using the planted areas to support native flora and fauna. The idea of using gardens to support pollinators and to showcase native plants were popular sentiments.
- Although not universal, there was general support for not including a sports court in the design, given proximity to courts elsewhere in the neighborhood. There was support noted for smaller scale sports, including a ping pong table and corn hole.
- Accessibility was confirmed as an issue that was important to the community, with community members noting a need for the pathways and playground to be accessible such that all people will be able to navigate and partake in park amenities.
- It was noted that bike parking and at least, if not two, drinking fountains should be included in the plan.
- A preference for natural materials for site amenities was expressed as an opportunity to marry the natural landscape to site amenities such as the pedestrian bridge and the benches.

IMPLEMENTATION AND COSTS

The preliminary estimate of probable costs for redevelopment of Murdock Park is based on precedent imagery shown in this document to establish the range and unit costs of materials included in the construction estimate.

The costs of development in the estimate do not include soft costs such as design and permitting fees. Contingency allowances for variations in market construction costs and other factors. The low end of the estimate of probable cost is \$2,390,000 and the high end of probable cost is \$3,382,000. See Appendix for detailed cost information.

Execution of the master plan will be dependent on available funding. Should it be considered viable, elements of this master plan can be phased based on City priorities.

APPENDICES

- A. PUBLIC ENGAGEMENT SUMMARY REPORTS
- B. PUBLIC MEETING 1 BOARDS
- C. PUBLIC MEETING 2 BOARDS
- D. ITEMIZED COST ESTIMATE
- E. WETLAND TECHNICAL MEMO

TO: Sherwood City Council

FROM: Craig Sheldon, City Manager

Through: Sebastian Tapia, City Attorney

SUBJECT: Resolution 2024-075, Adjusting Solid Waste and Recycling Collection Rates

Issue: Shall City Council adjust the solid waste and recycling collection rates?

Background: Solid waste and recycling collection services in Sherwood are provided by Pride Disposal, a private company pursuant to a franchise issued under Sherwood Municipal Code (SMC) Chapter 8.20. As set forth in SMC 8.20.80, the City Council sets the rates the franchise holder charges for those services. The current solid waste and recycling collection rates have been in effect since September 1, 2023. SMC 8.20.080 outlines the related factors and processes to be followed by City Council to adjust solid waste and recycling collection rates.

Most cities in Washington County aim to set a reasonable composite rate of return of 8 to 12 percent annually for their solid waste franchisees and SMC 8.20.080 defines a similar target for Sherwood franchisees. With updated 2023 financial information from Pride Disposal, the City had Bell and Associates conduct a Rate Review and issue a report, which was completed in July 2024. The City has determined through the analysis of financial information from Pride Disposal that their adjusted rate of return for 2023 ranged from 2.74% to 7.72% depending upon the type of collection services, with a composite rate return of 4.17%

During the City Council work session on September 17, 2024, Bell & Associates presented a recommendation to adjust rates (see attached) based on increased costs for collection and the increase in tipping fees from Metro. The financial analysis determined that the projected rate of return in 2024 ranges from 4.8% to 12.51% depending upon the type of collection service with a composite of 6.69%.

Financial Impacts: With the proposed rate increase, there will be a minimal financial impact on the City budget as a result of the approval of this resolution.

Recommendation: Staff respectfully recommends City Council approval of Resolution 2024-075, Adjusting the solid waste and recycling collection rates.



Solid Waste & Recycling Rate Review Report



| SEPTEMBER 2024

City of Sherwood Solid Waste Rate Review

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Background

Collection of waste and recycling within the City of Sherwood (City) is accomplished under an exclusive franchise agreement between Pride Disposal (Pride) and the City. As the regulator of waste and recycling, the City Council is responsible for setting rates for waste collection services. Section 8.20.080, subsection F.1 of the Sherwood Municipal Codes states the following: *On or before March 15, the franchisee shall file an annual report, in a form established by the city manager, with the city manager for the year ending the immediately previous December 31. The report is required from the franchisee regardless of whether or not a rate adjustment is requested.*

In March 2024, Pride Disposal submitted the annual detailed cost report to the City for the calendar year 2023. The reported financial results of collection operations within the City was 2.56%.

To assist with the review of the solid waste rates, the City contracted with Bell & Associates to provide City staff with solid waste and recycling consulting services.

Annual Cost Report

The annual cost report provides line-item costs and revenues associated with providing service within the City and combined line-item totals for their non-Sherwood operations. The format provides the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily for residential customers, whereas business customers are serviced with a container. Reported results were analyzed and the following tasks were completed:

- a. Analyze reported route collection hours to the reported customer counts for each line of business.
- b. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- c. By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- e. Using the reported administrative line items, determine if the expense is reasonable compared to the operational data entered from the detailed cost report.
- f. Review the costs between the City and Pride's other franchised collection operations to determine if the allocations are reasonable.

Adjusted Report

Financial data was consolidated by service, showing the collection system's total revenues and expenses. This consolidated report allows the calculation of Pride's return on revenue and provides a measure of the adequacy of rates. Table 1 on the following page details the return for each collection service within the Sherwood collection franchise.

Table 1: 2023 Sherwood Results

Cost Component	Roll Cart	Container	Drop Box	Total
Revenues	\$2,687,869	\$1,249,129	\$1,010,168	\$4,947,166
Direct Costs of Operations	\$2,293,830	\$999,844	\$845,178	\$4,138,852
Indirect Costs of Operations	\$320,302	\$194,867	\$86,982	\$602,151
Allowable Costs for Rates	\$2,614,132	\$1,194,711	\$932,160	\$4,741,003
Franchise Income	\$73,737	\$54,418	\$78,008	\$206,163
Return on Revenues	2.74%	4.36%	7.72%	4.17%

Projected Results for 2024-25

Projecting the financial performance for 2025 was completed by applying the following assumptions to the 2023 adjusted revenues and expenses.

- September 1, 2023, a rate increase of 5.7% for residential service, 2.4% for commercial service, and 4.8% for the drop box / roll off compactor haul fee plus disposal pass-through.
- The driver wage increase is calculated on the hourly wage increase from the Teamster's contract, which was \$32.35 in March 2024. This is an increase of 2.8% from 2023. It will increase by 3.0% in 2024. The two year increase from 2023 through 2025 is 5.9%.
- Recology increased organic waste processing by 5.5% in 2024 and 3% in 2025.
- Administrative salaries and costs are estimated to increase by 6% from 2023 through 2025.
- Pride maintains fleet readiness through regular truck replacement; however, the problems with the supply chain for new trucks have delayed replacement. As a result, collection trucks ordered in 2020 through 2022 were delivered throughout 2023, which has increased truck depreciation by \$33,386 or 13.9% from 2023. Truck repair costs are estimated to increase by 2.5%.

Table 3 calculates the tipping fee increase from 2023 through 2024. Pride's contracts for transport and disposal increased based on the CPI on January 1. The four-year All Items West CPI average is 4.4%, which is the estimated increase in January 2025.

Table 2: Assumed Inflation Factors

Expense	Increase
Driver Wages	7.6%
Organic Processing	7.5%
Truck Depreciation	13.9%
Truck Repair	2.5%
Administration	6.0%

Table 3: Increased Disposal Fee Per Ton Calculation

	2023 Average	2024 Average	January 2025	23 to 25 \$ ▲
Tonnage Fee	\$84.52	\$97.33	\$101.61	\$17.09
Metro Fees	\$46.35	\$48.44	\$50.57	\$4.22
Total Fee	\$130.87	\$145.77	\$152.18	\$21.31
% ▲		11.4%	16.3%	



Year-to-Year Comparison of Expenses

Table 4 compares projected revenue and expenses for 2025 to the adjusted amounts from 2023.

Table 4: Revenue and Expense Comparison from 2023 to 2025

Description	2023 Actual	2025 Projected	\$ ▲	% ▲
Total Revenue	\$4,947,166	\$5,223,907	\$276,741	5.6%
SW and Yard Debris Disposal	\$1,729,992	\$1,998,199	\$268,207	15.50%
Recycling Processing	\$194,108	\$194,108	\$-	0.00%
Labor	\$931,486	\$977,430	\$45,944	4.93%
Truck	\$680,386	\$705,461	\$25,075	3.69%
Equipment	\$142,577	\$143,329	\$752	0.53%
Franchise Fees	\$243,501	\$257,338	\$13,837	5.68%
Other Direct	\$216,802	\$216,840	\$38	0.02%
G & A	\$602,151	\$634,932	\$32,781	5.44%
Total Expenses	\$4,741,003	\$5,127,637	\$386,634	8.16%
Rate of Return	4.17%	1.84%		

Section 8.20.080 of the Sherwood Municipal Code details the collection rate adjustment method. Because the 2023 reported results were below 8%, the code requires the City to undertake a rate study to recommend new rates. The study will be designed to recommend new rates effective immediately following January 1 and intended to produce a rate of return of ten percent for the calendar year beginning on that date.

Calculating the Cost of Collection Services

The financial impact of applying the increased costs from Table 4 reveals the variable returns for each service provided by Pride Disposal in Table 5.

Table 5: Estimated 2025 Rate of Return by Service

Service	Cart	Container	Drop Box	Composite
Revenues	\$2,843,543	\$1,279,072	\$1,101,292	\$5,223,907
Direct Costs	\$2,466,612	\$1,068,036	\$958,057	\$4,492,705
Indirect Costs	\$337,767	\$205,505	\$91,660	\$634,932
Allowable Costs	\$2,804,379	\$1,273,541	\$1,049,717	\$5,127,637
Franchise Income	\$39,164	\$5,531	\$51,575	\$96,270
Return on revenues	1.38%	0.43%	4.68%	1.84%

Table 5 reported the estimated composite return is 1.84% for 2025 without any rate adjustments. When the **waste disposal increase** was eliminated from the estimate, the expected rate of return for all three lines of business increased, which is summarized below.

Cart	Container	Drop Box
4.81%	5.86%	12.51%

The calculation without the disposal increase is necessary to measure the revenue requirement for collection operations.

The additional amount for cart collection is \$156,666, or \$2.22 (\$156,666 / 12 months / 5,878 customers) per month. The adjustment for disposal varies by the size of the customer's roll cart. Table 6 details the expenses to calculate the proposed cart/residential rates.

Table 6: Rate Calculation for Cart Collection Services

Service	Residential Customers	Current Rate	Collection Increase	Disposal Increase	Total Increase	% Rate ▲
20 gal cart	416	\$29.92	\$2.22	\$0.71	\$2.93	9.8%
35 gal cart	2,719	\$32.99	\$2.22	\$1.19	\$3.41	10.3%
65 gal cart	2,188	\$43.29	\$2.22	\$2.17	\$4.39	10.1%
95 gal cart	465	\$53.73	\$2.22	\$3.15	\$5.37	10.0%

The projected return for commercial collection without any rate adjustment is 5.86%; therefore, increasing the commercial collection rates for the cost of collection and the waste disposal increase is necessary to keep the line of business within the allowable margin range. The revenue requirement for container collection is \$55,206 or \$0.90 (\$55,206 / 61,594 yards) per collected yard of waste.

The average weight per collected garbage yard is approximately 110 pounds, and it will cost an additional \$1.38 per yard to dispose of waste. The total increased cost for container collection is \$2.28 per yard (\$0.90 + \$1.38). Table 7 details the additional disposal expense on Sherwood's most popular container sizes.

Table 7: Commercial Rate Calculation with Disposal Pass-Through

Level of Service	Customers	Current Rate	Container Increase	New Rate	% Rate ▲
2 yard weekly	22	\$211.52	\$19.74	\$231.26	9.3%
3 yard weekly	33	\$284.15	\$29.62	\$313.77	10.4%
4 yard weekly	40	\$356.83	\$39.49	\$396.32	11.1%
6 yard weekly	32	\$501.84	\$59.23	\$561.07	11.8%

Drop box service is comprised of three costs: haul fee, disposal, and drop box rental. Disposal costs are the actual cost of the material hauled in the box and are "pass-through" to the customer. These costs vary depending on the weight or amount of material hauled. Because the customer pays the actual disposal cost, these expenses are not considered when calculating the haul fees. Table 8 shows the projected drop box service return with the disposal removed from the revenue and disposal. No rate increase is required because the projected return is within the 8% to 12% return range.

**Table 8: Projected Drop Box / Roll Off
Compactor Service Results**

Description	Amount
Revenue w/o Disposal	\$ 486,249
Collection	\$ 343,014
G&A	\$ 91,660
Total	\$ 434,674
Revenue	\$ 51,575
Projected Return	10.6%



RESOLUTION 2024-075

ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES

WHEREAS, the current solid waste and recycling rates have been in effect since September 1, 2023; and

WHEREAS, the Sherwood City Council sets rates for all solid waste collection services as set forth in Sherwood Municipal Code (SMC) 8.20.080; and

WHEREAS, SMC 8.20.60 provides for compensation to be paid by solid waste franchisees for the use of City streets in the form of solid waste franchise fees; and

WHEREAS, Pride Disposal, a franchisee for solid waste services in Sherwood, has submitted their 2023 annual report per SMC 8.20.080(F)(1); and

WHEREAS, the City has determined through an analysis of financial information from Pride Disposal that their adjusted rate of return for 2023 ranged from 2.74% to 7.72% depending upon type of collection service, with a composite rate of return of 4.17%; and

WHEREAS, the City has determined through analysis of financial information from Pride Disposal that their projected rate of return for 2024 ranges from 9.8% to 11.8% depending upon type of collection services; and

WHEREAS, the City Manager has reviewed the Rate Review Report compiled by Bell & Associates and concurs with the recommendation to adjust solid waste and recycling collection rates in a manner intended to achieve a projected composite rate of return of 10%; and

WHEREAS, the City has determined that the new solid waste and recycling collection rates should take effect on January 1, 2025.

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

Section 1. The Sherwood City Council hereby approves the proposed schedule of solid waste and recycling collection rates as contained in the attached Exhibit A.

Section 2. The adjusted solid waste and recycling collection rates will take effect on January 1, 2025.

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

Duly passed by the City Council this 19th of November 2024.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City of Sherwood

Rates Effective January 1, 2025

Roll Cart Collection Rates	1/1/2025	Service Fees	9/1/23 Rate
One 20 gallon cart	32.85	Walk-in Fee	5.44
One 35 gallon cart	36.40	SNP	25.00
One 60 gallon cart	47.68	NSF	25.00
One 90 gallon cart	59.10	Go Back Fee	17.94
On-Cal Service	21.36	Special Services (per hr.)	104.68
Extra Can / 32 gal bag	8.08	Recycling Contamination Fee	30.00
Extra Bag (small)	4.38		
Yard Debris Only	8.51	<u>Commercial Container Fees</u>	
Second Yard Debris Cart	8.51	Extras - per collected yard	15
Yard Debris Extra	2.74	Extra with Clean Up *	30
Recycling Only	8.11	* Requires driver to pick up waste /recycling	

Commercial Food Waste

One 60 gallon cart	45.05
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Drop Box Rates

Service / Box Volume	1/1/25 Rate
10 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
20 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
30 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
40 Cubic Yards per Haul	\$155.00 Haul charge listed + actual disposal fee
Compactor per Haul	\$190.00 Haul charge listed + actual disposal fee
Delivery / Relocation (per box)	\$77.00 Per movement
Box Not Ready Trip Fee	\$26.00 Per occurrence

Open Top Box Rental	1/1/25 Rate
10 and 20 Cubic Yards	\$11.00
30 Cubic Yards	\$13.00
40 Cubic Yards	\$13.00

Box with a lid

10 and 20 Cubic Yards	\$16.00
30 Cubic Yards	\$18.00

Mileage Charge ¹	\$3.89
-----------------------------	--------

1. Mileage Charges are assessed on the disposal leg of the haul mileage if greater than 5 miles from pick-up to the disposal site

Medical Waste Collection Rates

Service Component	1/1/25 Rate Note:
On-site Pick-up Charge	49.00
<u>Disposal</u>	
Disposal Cost per 17 or < Gal. Unit	18.02
Disposal Cost per 23 Gal. Unit	24.39
Disposal Cost per 31 Gal. Unit	32.87
Disposal Cost per 31 Gal. Unit (10 or more per stop)	21.89 Unit rate when 10 or more units are collected
Disposal Cost per 43 Gal. Unit	45.59
Disposal Cost per 43 Gal. Unit (10 or more per stop)	30.36 Unit rate when 10 or more units are collected
Pharmaceutical Waste per 5 gal	48.19
<u>Chemotherapy Waste Disposal</u>	115.00
Cardboard Bio Boxes (per 23/30 gallon per box)	8.50

* The medical collection rate is the sum of the onsite pick-up fee plus the disposal cost per unit of waste. Customers typically have multiple containers, so the onsite pick-up cost is spread over containers.

Sherwood City Council Meeting

Date: November 19, 2024

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

Work Session

- “City of Sherwood Solid Waste & Recycling Collection Rate Presentation” PowerPoint presentation from Chris Bell with Bell & Associates, Exhibit A
- “Sherwood City Council Goals 2024-2025 Update” PowerPoint presentation from Assistant City Manager Kristen Switzer & City Manager Craig Sheldon, Exhibit B
- “Recreational Immunity” PowerPoint presentation from Interim City Attorney Sebastian Tapia, Exhibit C

Regular Session

- “Murdock Park 2024 Master Plan” PowerPoint presentation from Interim Public Works Director Rich Sattler
- Exhibit D

Sherwood City Council Meeting Date:

November 19, 2024

ATTENDANCE SHEET

NAME

ADDRESS

PHONE

Patrick Burke	17520 SW Sherwood Woodhams Dr Sherwood	503-757-0913
Robyn Folsom	27017 SW Ladd Hill Rd Sherwood, OR 97140	503-869-7850
Judy Schmitt	23581 SW McLoughlin Ct. Sherwood	503-516-3776
DAVE SWEENEY	24011 SW RED FERN DR. SHERWOOD	503-350-1900
Dawn Perazzo	14817 SW Bell Road Sherwood	503-679-1906

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)

Persons who violate these rules may be asked to stop their comments by any member of the body. Comments beyond the 4-minute limit may not be included in the record of the meeting. Persons who impugn the character of anyone will be required to stop immediately. Their comments will not be included in the record of the meeting, and they will forfeit their remaining time. Any person who fails to comply with reasonable rules of conduct or who causes a disturbance may be asked or required to leave and upon failure to do so becomes a trespasser.

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

Name: Judy Silverforb Date: 11-19-2024
Address: 23581 SW McLoughlin Ct., Sherwood
Telephone: 503-516-3776 Email: Judyb_1230@hotmail.com

I would like to speak to the Council regarding:

Subject: Friends of the SCA

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
- Staff Final Comments—15 minutes
- Questions of Staff/Discussion by Body—no limit
- Decision

(Note: Written comments are encouraged, and may be submitted prior to the hearing, at the hearing, or when the record is left open, after the hearing for a limited time. There is no limit to the length of written comment that may be submitted)

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

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- Applicant – 30 minutes (to be split, at the discretion of the applicant, between presentation and rebuttal.)
- Only those who previously went on the written or verbal record at the PC hearing may appear before Council.
- 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.)
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I have read and understood the Rules for Meetings in the City of Sherwood.

Name: Robyn T. Folsom Date: 11-19-2004
Address: 27017 SW Ladd Hill Rd, Sherwood, OR 97140
Telephone: 503-869-7850 Email: rfolsom1207@gmail.com

I would like to speak to the Council regarding:

Subject: Friends of SCA

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.

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Friends of the Sherwood
Center for the Arts
P.O. Box 924
Sherwood, OR 97140
sherwoodcenterforthearts.org

Nov. 19, 2024

Proposal to Name the Main Hall at Sherwood Center for the Arts

President
Robyn Folsom

Secretary
Kari Christensen

Treasurer
Brian Stecher

Board Members
Susan Rawls
Deborah Reisman
Allayne Seamans
Judy Silverforb

The Friends of the Sherwood Center for the Arts are requesting to name the Main Hall after a beloved young artist who volunteered and performed often at Sherwood Center for the Arts. Sherwood resident Meara Boughey passed away in February, 2023, at the age of 22.

Naming the Main Hall would consist of installing a sign inside the lobby of the Sherwood Center for the Arts designating that room "Meara Boughey Theatre." Written materials including rental documents and the Center's website would also carry this name.

The Friends of the SCA will cover all costs associated with this request, including design, sign materials, installation, and any required maintenance.

We will coordinate with Center for the Arts/Community Services staff to achieve this, with City staff reviewing every step of the design process to make sure the sign matches current design aesthetics and is the correct size, format, and quality.

We believe this room naming will enhance the experience of current participants and future generations of young people who enter this space, and Meara's impact will continue to be felt.

Anticipated costs to the Friends of the Sherwood Center for the Arts: \$2000. All applicable guidelines from the Park Donation and Memorial Program Policy will be followed in this process.

As items other than park benches and plants are to be reviewed on a case-by-case basis, we request that City Council give their blessing to this project and accept this proposal.

Thank you for your consideration.

Sincerely,
Robyn Folsom & the Board of the Friends of the SCA

Meara Boughey Biography

Meara grew up in our community as the oldest of 3 beautiful daughters of Steve and Skye Boughey. You may recognize Steven Boughey's name or be more familiar with it as Chief Boughey from his 25 years with TVF&R. Skye Boughey is a tremendous arts advocate in our community—helping create the Friends of the SCA as well as serving as President for several vital years of growth.

Meara grew up participating in Missoula Children's theatre, the VPA and SSD choirs and musicals. As a 10th grader Meara told her parents she was interested in pursuing a career in theatre as she participated in musicals. By her junior year Meara landed one of the supporting leads in "Grease" and in 2018—her senior year—Meara stunned all of us with her incredible portrayal of "Maria" in West Side Story. It didn't matter whether she was the star of a show, or one of 96 students on the stage in a choir—she loved every minute! Meara had found her passion!! She even had her senior pictures taken on the Sherwood Center for the Arts stage!!

Meara graduated as Valedictorian from SHS and received many scholarships including the VPA's Vocal Performance Scholarship. Additionally, Meara was accepted into LMU's prestigious theatre program and received a significant scholarship. While at LMU, Meara continued to distinguish herself as an extraordinary talent. Even during the pandemic, Meara found ways to train, and work, and grow.

During her final semester of school Meara interned with an opera in Germany and of course filled a principal role. As she graduated Suma Cum Laude from LMU in the spring of 2022, she was also selected as the top scholar from the entire Communications College of Fine Arts, as well as the theatre department. In August of that year, Meara signed with an agent and moved to NYC to pursue her dream of performing on Broadway.

On October 16, 2022—while in NYC—Meara was diagnosed with leukemia. Even in that difficult moment of her life Meara thought of others. On opening night of the SHS Fall Musical "Tuck Everlasting" mere weeks after her diagnosis, true to her generous nature and heart, Meara sent me a text to read to the cast. Meara told them to take it all in. Never take for granted the opportunity to be part of the "theatre family in Sherwood"—it was indeed unique and special.

We lost Meara on February 12, 2023.

In a line from "Tuck Everlasting", Angus Tuck the father says this to the young girl trying to decide if she should drink from the fountain of youth and "live forever" or live all the chapters of her life as they unfolded naturally. "It doesn't matter how long you live, it just matters that you live!"

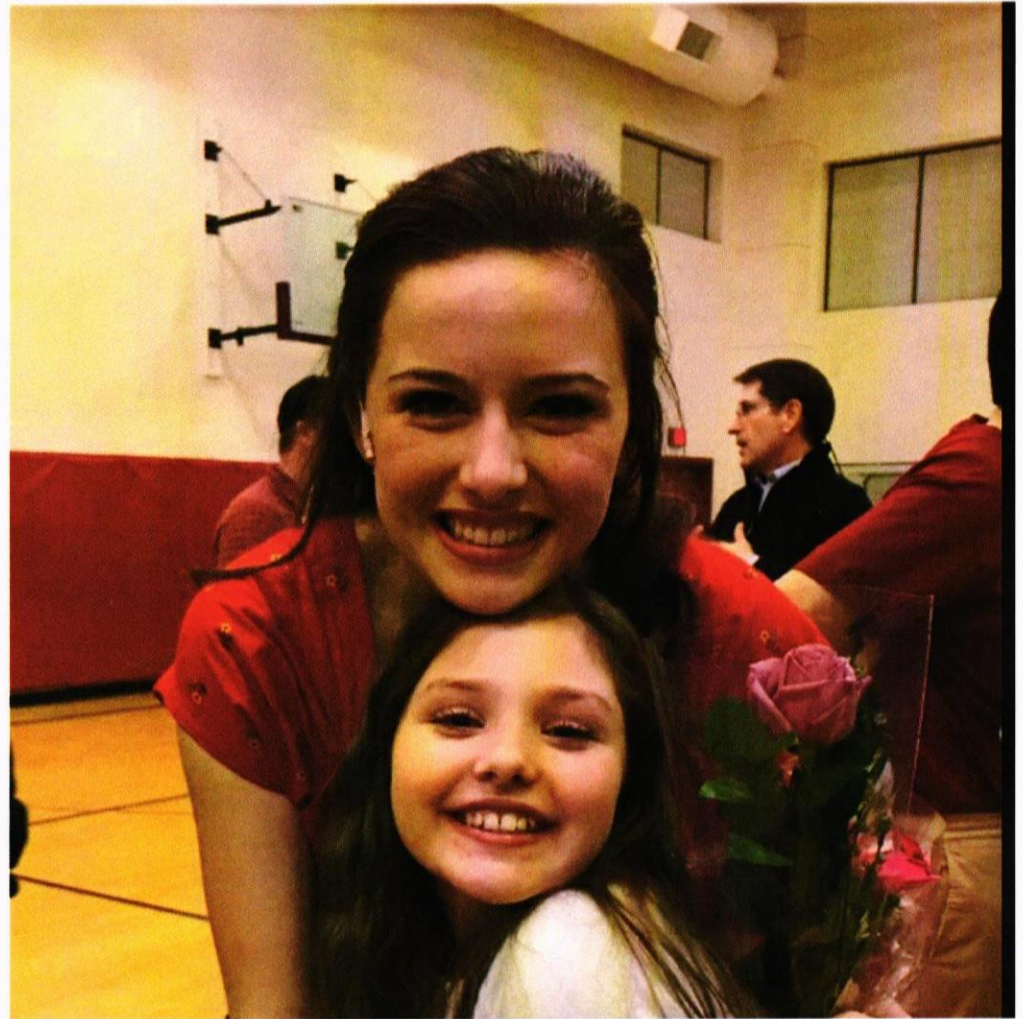
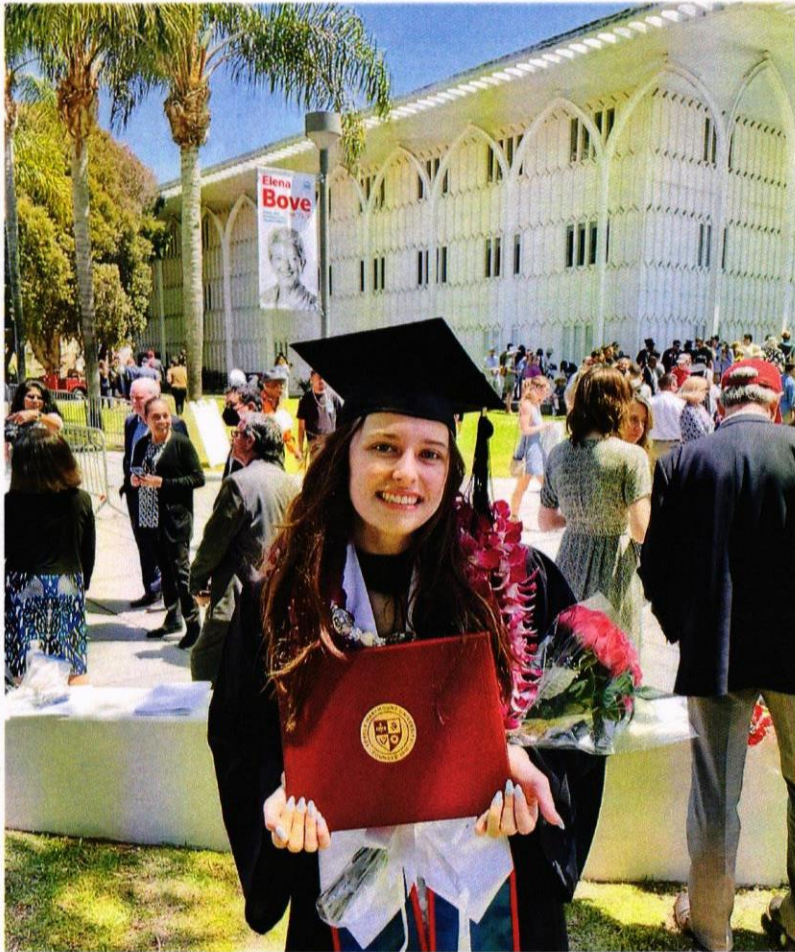
Our beautiful Meara LIVED!! In her 22 years she impacted so many of us.





Caption





Caption



November 18, 2024

To whom it may concern,

I am writing in full support of renaming the theater inside the Sherwood Center for the Arts the **Meara Boughey Theatre**.

Meara was one of my best friends from childhood and a beam of light that helped to make me who I am today. She taught me and so many others how to be truly, authentically yourself and to chase your dreams with the greatest love and passion.

I had the honor of getting to witness Meara blossom into one of the most beautiful, compassionate, goofy and talented women I have ever known. The way she held herself and treated others continues to inspire and guide me every day.

Specifically, I was one of the lucky individuals who got to witness Meara's passion for theater grow over the years. Meara and I began participating in Missoula Children's Theater nearly every summer from a young age. We laughed alongside each other as we rehearsed and performed in a range productions from *King Arthur's Quest* to *The Tortoise And The Hare*. While I was ultimately not destined for the stage, I happily took a front row seat to watch Meara soar as she continued to pursue her passion.

I continue to feel so proud of the unwavering care and dedication Meara put into theater. I remember watching her perform in the spring musicals throughout our time at Sherwood High School and getting goosebumps every single time. If I remember correctly, she began as a "party goer," then eventually worked her way up to the lead role in *West Side Story* by senior year. This accomplishment is a true testament to the immense time and effort Meara put into perfecting her craft.

For these reasons and so many others, Meara's time in the theater is a great inspiration to many, including me. By naming the theater at the Sherwood Center for the Arts the Meara Boughey Theatre, we will spread her legacy of passion, joy, kindness, and love to the future generations of young actresses and actors. Her story is one of hope and resilience, two things our world desperately needs more of right now.

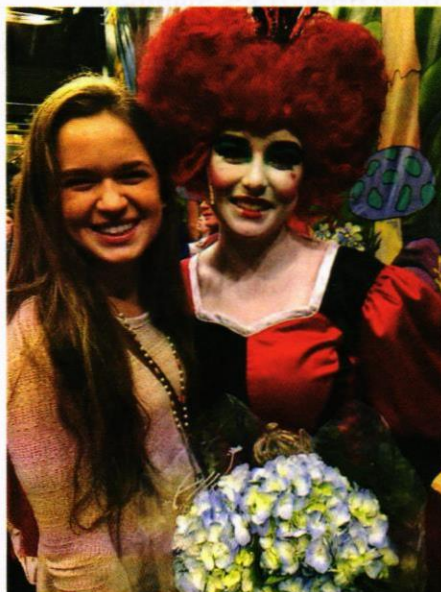
It would be a great honor for all of Meara's friends and family to watch her legacy welcome every person who enters the theater with open arms, just as she did to all of us who were lucky enough to have known her.

I look for Meara constantly throughout my life -- in butterflies, in sunsets, in hydrangeas. By naming the Sherwood Center for the Arts theater after her, you would allow so many to feel the warmth of her presence. You truly could not ask for a more perfect name to represent the Sherwood theater community.

Thank you so much for your time and consideration. I look forward to hearing of your decision.

Warm regards,

Maeve Wiencek



Dear Members of the Sherwood City Council,

I am writing this letter in support of renaming the theater inside Sherwood's Center for the Arts after my former castmate and continuous role model, Meara Boughey. I believe that this would not only be a great way to honor Meara's legacy but also to inspire future generations of young performers.

For myself and many others, Meara was an inspiration. She possessed outstanding qualities of kindness, dedication, passion, strength, and talent. My involvement with theater began at a young age, and Meara was one of the role models I was immediately drawn to. She had a warm and welcoming energy about her that was irreplaceable. In my early years of performing, her hard work was what inspired my own ambition. I've always strived to be the best I can be, especially in my performing abilities; watching Meara perform instilled this drive and passion in me. I wholeheartedly believe that her life not only deserves to, but also must be, recognized for the impact it has had on Sherwood's theater community. Naming the theater after her would be a wonderful way to remember and appreciate the legacy she left behind.

Earlier this year, I was honored to receive the Voices for the Performing Arts scholarship named in Meara's memory, presented to me by her family. This moment was a reminder of how much she gave to the Sherwood community and how much she continues to inspire those who knew her. Naming the theater after Meara would be an incredibly meaningful tribute to her legacy, as well as a way to ensure that her contributions are remembered by all who enter the space.

This proposal will be of no cost to the city as The Friends of the Center, an organization that Meara herself volunteered her time to, will cover all of the expenses. In addition, staff from the Center have also confirmed that no code or regulation exists to prevent the theater from being renamed.

Meara dedicated so much of her life to performing and to this theater. The space deserves to carry her name and legacy. It would serve as a lasting reminder of her generosity, her talent, and the invaluable impact she had on the Sherwood community.

Thank you for considering this request.

Sincerely,

Delaney Hagfeldt

I am writing to express my heartfelt support for naming the theatre space inside the Sherwood Center for the Arts in honor of Meara Boughey, a remarkable individual whose life and legacy continue to inspire our community. Meara was more than just a gifted performer; she was a beacon of dedication, resilience, and kindness who epitomized everything that the arts stand for.

Meara was by far the most talented woman I've ever met. She was incredibly smart, athletic, and was born with the voice of an angel. But Meara wasn't the kind of person to rely on natural talent alone. Instead, she worked tirelessly to improve her craft, embracing every opportunity to grow. Whether it was singing in every choir, stepping into the ensemble, or rehearsing late into the night, Meara poured her heart into becoming the best performer she could be. Her journey from ensemble member to lead performer in her junior and senior years of high school wasn't just about achieving success—it was about embodying the perseverance, humility, and dedication that make the arts so transformative.

Her devotion didn't stop at high school. Meara pursued her dreams with the same relentless spirit, studying musical theater in college and eventually moving to New York City to follow her Broadway aspirations. Tragically, it was during this time that she was diagnosed with leukemia.

Naming the theater after Meara Boughey would honor not only her legacy but also the values she represented. She was a shining example of how the arts can shape character, build resilience, and foster a deep sense of community. Her story is one that will resonate with future generations of artists who walk through the doors of the theater, reminding them that success is not just about talent but about heart, effort, and an unshakable belief in oneself.

Meara's impact on our community and beyond cannot be overstated. She was a role model, a friend, and a testament to the power of perseverance and kindness. Naming the theater in her honor would be a fitting tribute to her life and the immense contributions she made to the arts. It would ensure that her legacy lives on, inspiring others to dream big, work hard, and believe in the magic of the arts.

Thank you for considering this meaningful tribute to an extraordinary individual.

Katie Folsom

To whom it may concern,

Growing up, the Boughey family was always close with my own family. Through Ava Boughey, who I played soccer with for many years, I got to meet the rest of the family—Steve, Skye, Lila, and Meara.

It wasn't until I started high school that I began to develop a relationship with Meara, though I had known of her for many years previous to that. We both loved to sing, and did concert choir, a capella choir, and a multitude of musicals and various musical performances together.

Beginning as a sophomore in Mixolydians, Sherwood High's a capella choir, I was intimidated by just about everything and everyone. I felt as though I had gotten into the group on a fluke, and that the time was running out before the group would realize it had been a mistake to let me in. Meara, a senior at that point, was someone I looked up to immensely during this time, not just as a performer, but as a person. She always encouraged me to sing out, be confident, and believe in my ability as a performer. She was so talented, poised, a very hard worker, and a natural leader for the Mixolydians that year. She was also a role model for me, and helped me believe that I did belong there on the stage, beside her and the rest of the group.

As the year wore on and as I got to know her better, I was delighted to see that beyond all that, she was also a great friend, had a hilarious sense of humor, and knew how to make light of any situation. She made my first year in Mixolydians a great time, and helped to take away all the fear and doubt that overcame me those first couple of days in the group.

After Meara passed, I couldn't stop thinking about her impact on the community. The thought that she wouldn't be there to watch the arts program, a program she largely helped build, continue to grow and touch the lives of all the kids that passed through it was heartbreaking. The renaming of the theatre inside the Center to the "Meara Boughey Theatre" is something I immediately wanted to throw my support behind. That future theatergoers will keep her name alive in the place where she would send her beautiful voice to the sky is a fantastic way to preserve her legacy, and not moving forward with this would be an incredible disappointment not just to the community that loved Meara so much, but to the people, like me, who were so personally touched by her.

I miss her all the time. I miss following her career, excited for all that the world had to hold for her. I know that, if renamed, the next time I visit the theatre inside the Center, I will be able to feel close to her again, hear her voice carried on the air, and remember all of the goodness she held.

Thank you,
Anna

There are many beautiful things about this life, some fleeting, some lasting for the duration of our existence. Music is a transcendent beauty; it is one that, no matter the circumstance, no matter the era, the emotion, the surroundings, there is a place for it. Music is deeply engraved in the hearts of our community and, I believe, is one of the greatest reasons why such powerful friendships are made. Music has the ability to make even the loneliest soul feel filled to the brim with gratitude and comfort. Of course music exudes joy, triumph, and peace; but, in terms of all the other beauties of the world, the ones that are fleeting and leave feelings of sadness, hopelessness, and pain, music is healing. Music is a bright light that leaves a lasting impact on all those that are fortunate enough to have experienced it in any capacity, which includes all those that are on the path that was forged by the notes themselves. Meara and Music are and forever will be interchangeable. Meara is Music. Meara transformed this community with her voice and orchestrated an incredible amount of harmonious friendships. Meara had the divine ability to lift up even those that felt like they didn't need lifting. That ability of hers was, and continues to be, a gift to me. It is one that I try to exhibit everyday because, if we were all a little more like Meara, the circumstance, the era, the emotions, the surroundings, would all be a bit more joyous, triumphant, and peaceful. Meara's light should continue to have space in the very community that she helped build. It would be a sad injustice to allow the upcoming performers to thrive without knowing the heart and history of such an influential angel. I have felt Meara's presence in my life in a myriad of ways and I will continue to look for her in all things beautiful.

For something as impermanent as life, I can think of no better or more beautiful transcendent legacy than the Meara Boughey Theatre.

Riley Moore

November 19, 2024

To the Sherwood City Council,

My name is Maddie Bouska, and I was grateful enough in my school years (SHS Class of 2017) to be involved in the wonderful theater and arts programs that we have in Sherwood. During a time when theater and arts were being cut from public school programs, I was lucky to have ample opportunities here in our community. And because of those opportunities, I met so many wonderful people who have strongly impacted my life and my love for theater, music and the arts. One of those people being Meara Boughey. Nobody loved the arts like Meara, and nobody could shine like she could up on stage. While her sparkle and her joy live on through her family, her friends, and all of those impacted by her, it would be fitting to name our theatre after someone so dedicated, not only to the arts, but to everything she ever did. Thank you for taking the time to read my letter in support of 'Meara Boughey Theatre.'

Maddie Bouska

November 19, 2024

To Whom It May Concern:

I am writing this letter to support the proposal of naming the Sherwood Center for the Arts theatre the *Meara Boughey Theatre*. With the theatre not previously having a name, I believe this will be a perfect fit for the Center and the community. Meara Boughey was a distinguished theatre scholar that volunteered numerous hours for this same community center and many more in the time before the center was built. Meara not only had the voice, that some may refer to as an Angel, but she was also kind, caring, charismatic, and strong. She, I believe, is an icon for which all that enter this theatre as an artist, musician, actor, dancer, audience member, or individual no matter the age can look up to.

Kari Stoddard

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)

Persons who violate these rules may be asked to stop their comments by any member of the body. Comments beyond the 4-minute limit may not be included in the record of the meeting. Persons who impugn the character of anyone will be required to stop immediately. Their comments will not be included in the record of the meeting, and they will forfeit their remaining time. Any person who fails to comply with reasonable rules of conduct or who causes a disturbance may be asked or required to leave and upon failure to do so becomes a trespasser.

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

Name: DAVE SWEENEY Date: 11-18-2024

Address: 34011 SW 18th Ave

Telephone: 503-330-1900 Email: DAVIDSWEENEY1@HOTMAIL

I would like to speak to the Council regarding:

Subject: NEADA NAMING of STAGE

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:

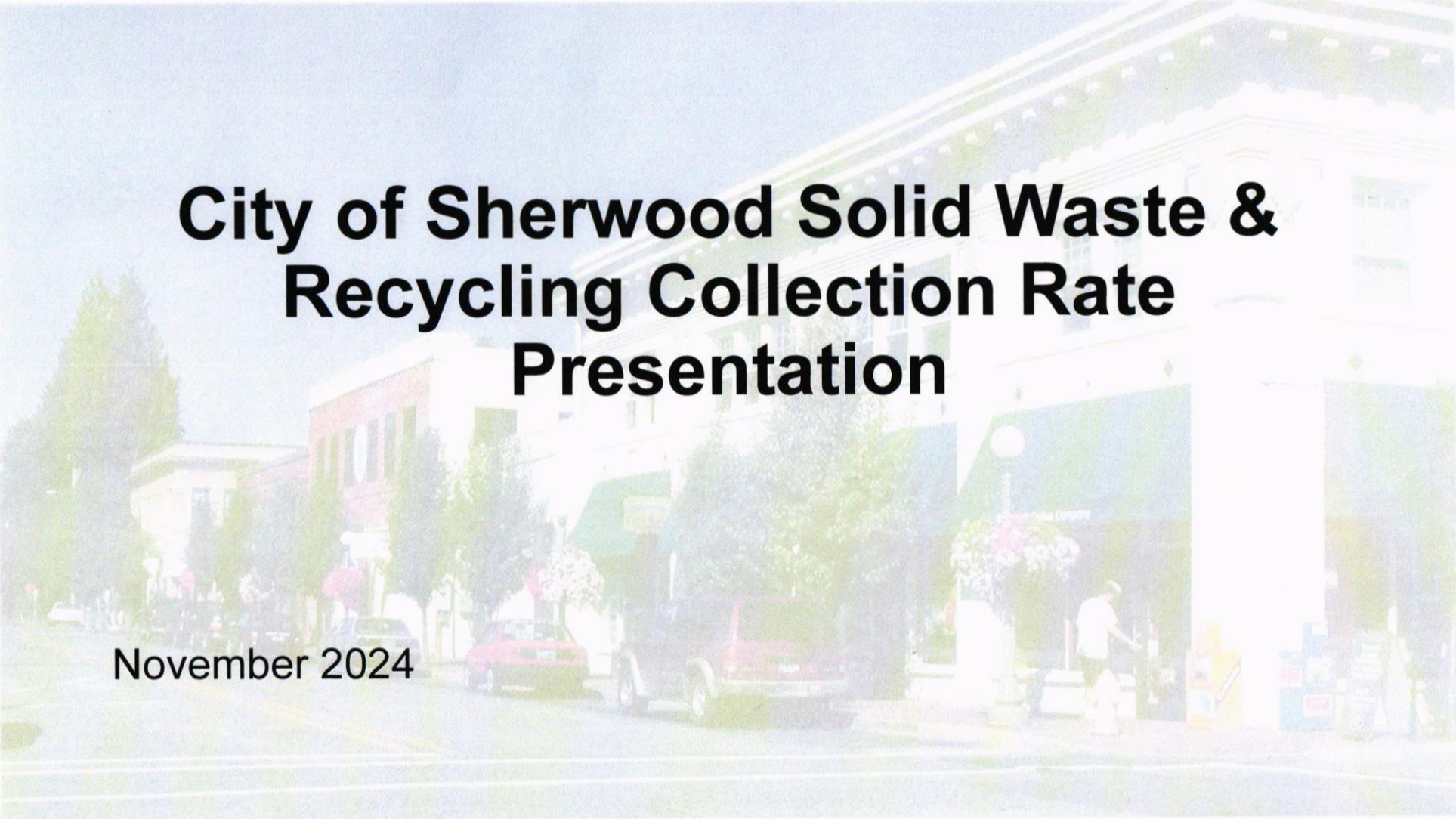
- Staff Report--15 minutes
- Applicant--30 minutes(to be split, at the discretion of the applicant, between presentation and rebuttal.)
- Proponents—5 minutes each (applicants may not also speak as proponents.)
- Opponents—5 minutes each
- Rebuttal—Balance of applicant time(see above)
- Close Public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

(Note: Written comments are encouraged, and may be submitted prior to the hearing, at the hearing, or when the record is left open, after the hearing for a limited time. There is no limit to the length of written comment that may be submitted)

Appeals 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.)
- Only those who previously went on the written or verbal record at the PC hearing may appear before Council.
- 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)
- Close Public Hearing
- Staff Final Comments—15 minutes
- Questions of Staff/Discussion by Body—no limit
- Decision

(Note: Written comments are encouraged, and may be submitted prior to the hearing, at the hearing, or when the record is left open, after the hearing for a limited time. There is no limit to the length of written comment that may be submitted)



City of Sherwood Solid Waste & Recycling Collection Rate Presentation

November 2024

11/19/2024
Date

City Council
Gov. Body

WS
Agenda Item

A
Exhibit #

Adjusted 2023 Results

Service	Cart (Residential)	Container (Commercial)	Drop Box (Industrial)	Composite
Revenues	\$ 2,687,869	\$ 1,249,129	\$ 1,010,168	\$ 4,947,166
Direct Costs of Operations	\$ 2,293,830	\$ 999,844	\$ 845,178	\$ 4,138,852
Indirect Costs of Operations	\$ 320,302	\$ 194,867	\$ 86,982	\$ 602,151
Allowable Costs	\$ 2,614,132	\$ 1,194,711	\$ 932,160	\$ 4,741,003
Franchise Income	\$ 73,737	\$ 54,418	\$ 78,008	\$ 206,163
Return on revenues	2.74%	4.36%	7.72%	4.17%

Collection and Disposal Rates

- Current rates became effective September 2023
- Residential rates increased 5.7% for 35 gallon customers
 - The current rate is \$32.99 – Weekly Garbage/Organics and EOW Recycling
- Commercial rates increased 4.7% for 4 yd. weekly customers
 - The current rate is \$356.83 – Includes Garbage & Recycling
- Drop Box rates increased by 3.3% per haul
 - The current rate is \$155 per haul – Haul Fee plus actual disposal cost

Increased Costs for Collection Services

Cost from 2023 were projected for 2025 rates

- Driver's wages increased by 5.9% from 2023 to \$33.32 per hr.
- Truck repair and maintenance increased by 2.5%
- Organic waste increased by 8.5%
- Administrative Costs increased by 6%
- Truck depreciation increased by 13%
 - Six automated cart trucks were delivered in 2023 (av. cost \$437,418)
 - Five drop box trucks were delivered in 2023-24 (av. cost \$270,392)
 - Three front load trucks were delivered in 2023-24 (av. cost \$406,434)

Disposal Costs for Customers

Year	Disposal Rate	35 gal. cost	4 yd. cost
2020	\$ 105.55	\$ 6.45	\$ 29.57
2021	\$ 115.88	\$ 7.08	\$ 32.47
2022	\$ 123.81	\$ 7.57	\$ 34.69
2023	\$ 137.86	\$ 8.43	\$ 38.63
2024	\$ 153.67	\$ 9.39	\$ 43.05
2025	\$ 158.26	\$ 9.67	\$ 44.34
2026	\$ 165.38	\$ 10.11	\$ 46.34

- 35 gallon assumes 24 pounds per set out
- 4 yard assumes 110 pounds per collected yard

Detail of Cart Collection Cost Increases

Collection Cost - \$2.22

Expense	\$ ▲	% ▲
Labor	\$ 30,387	19%
Truck/Equipment	\$ 22,037	14%
Organics	\$ 15,018	10%
Admin Cost	\$ 17,465	11%
Franchise Fee	\$ 16,124	10%
Operating Margin	\$ 55,635	36%
Totals	\$ 156,666	100%

Disposal Cost

Tip Fee Component	Amount	35 gal cart	65 gal cart
Recology TS Ops	\$ 35.97	\$ 1.71	\$ 3.11
Metro TS Ops	\$ 15.85	\$ 0.75	\$ 1.37
Walsh Trucking	\$ 24.06	\$ 1.15	\$ 2.09
Transport Fuel	\$ 7.29	\$ 0.34	\$ 0.63
WM Disposal	\$ 21.20	\$ 1.01	\$ 1.84
Regional System Fee	\$ 31.72	\$ 1.51	\$ 2.74
Metro Excise Tax	\$ 14.69	\$ 0.70	\$ 1.28
Enhancement	\$ 1.00	\$ 0.05	\$ 0.09
DEQ Fees	\$ 1.89	\$ 0.09	\$ 0.16
Total	\$ 153.67	\$ 7.31	\$ 13.31

Proposed Collection Rates for 2025

Service	Current	Collection	Disposal	Proposed	% ▲
20 gal cart	\$ 29.92	\$ 2.22	\$ 0.71	\$ 32.85	9.8%
35 gal cart	\$ 32.99	\$ 2.22	\$ 1.19	\$ 36.40	10.3%
65 gal cart	\$ 43.29	\$ 2.22	\$ 2.17	\$ 47.68	10.1%
95 gal cart	\$ 53.73	\$ 2.22	\$ 3.15	\$ 59.10	10.0%
2 yd. weekly	\$ 211.52	\$ 7.79	\$ 11.95	\$ 231.26	9.3%
3 yd. weekly	\$ 284.15	\$ 11.69	\$ 17.93	\$ 313.77	10.4%
4 yd. weekly	\$ 356.83	\$ 15.59	\$ 23.90	\$ 396.32	11.1%
6 yd. weekly	\$ 501.84	\$ 23.38	\$ 35.85	\$ 561.07	11.8%

Medical Collection Rates

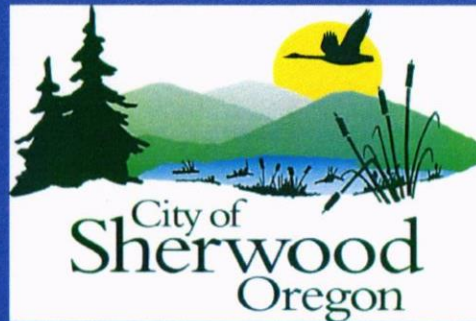
Service Component	Current	\$ ▲	2025 Rate
On-site Pick-up Charge	\$ 38.20	\$ 10.80	\$ 49.00
Container Disposal Rate			
Disposal Cost per 17 or < Gal. Unit	\$ 25.35	\$ (7.33)	\$ 18.02
Disposal Cost per 23 Gal. Unit	\$ 29.55	\$ (5.16)	\$ 24.39
Disposal Cost per 31 Gal. Unit	\$ 30.90	\$ 1.97	\$ 32.87
Disposal Cost per 31 Gal. (10 or more per stop)			\$ 21.89
Disposal Cost per 43 Gal. Unit	\$ 35.85	\$ 9.74	\$ 45.59
Disposal Cost per 43 Gal. (10 or more per stop)			\$ 30.36
Pharmaceutical Waste per 5 gal pail	\$ 49.71	\$ (1.52)	\$ 48.19
Chemo/Pathology Box Unit	\$ 47.06	\$ 27.94	\$ 115.00
Cardboard Bio Boxes (Per 23/30 gallon per box)			\$ 8.50



Council Member Questions

SHERWOOD CITY COUNCIL GOALS 2024-2025 UPDATE

NOVEMBER 19, 2024



11/19/2024
Date

City Council
Gov. Body

WS
Agenda Item

B
Exhibit #



City of Sherwood

- ❖ Pillar 1: Economic Development
- ❖ Pillar 2: Infrastructure
- ❖ Pillar 3: Livability & Workability
- ❖ Pillar 4: Public Safety
- ❖ Pillar 5: Fiscal Responsibility
- ❖ Pillar 6: Citizen Engagement



Pillar I: Economic Development

Deliverables

Support New Commercial and Industrial Development in Targeted Employment Areas	Smart Goals	Update
Ask Metro to include Sherwood West in the UGB	An application is being submitted to Metro for consideration of expansion of Sherwood West into the UGB	<ul style="list-style-type: none">• Application submitted; Metro staff recommended approval of Sherwood West.• Metro Council will consider the expansion during Public Hearings on November 21st and December 5th 2024.
Explore collaborations with schools on programmatic and facility partnership	Work with Sherwood School District to support the District's Career & Technically Education (CTE) and STEM programs	<ul style="list-style-type: none">• Working proactively with SSD & CTE/STEM programs on making additional connections to advanced manufacturing and other business sectors.• Participating in Industry Partnership meetings with the SSD CTE program.
Clarify infrastructure required and financial approach for targeted sites	Identify potential funding options for Ice Age Drive	<ul style="list-style-type: none">• Staff has engaged with Business Oregon for low-interest funding through the Special Public Works Fund.• Application submitted in October.
Explore financing options available to support necessary infrastructure for economic development	Consider funding options (State economic development loans) and/or incentive programs	<ul style="list-style-type: none">• Exploring opportunities for financing infrastructure for the remaining property in the TEA.• Assessing feasibility of a Local Improvement District (LID) for the interior Dahlke area.



Pillar I: Economic Development

Deliverables

Promote Strong Diverse Economic Growth Opportunities	Smart Goals	Update
Improve Development Code to promote stronger economic development	Code Audit and Stakeholder Meetings to Determine Opportunity for Improvement; Process Amendments	<ul style="list-style-type: none">• Work sessions were held on May 7th and September 17th, 2024.• Staff will review competing city codes and hold stakeholder meetings.
Identify target industries that will realistically offer diverse economy in Sherwood	The target industries list includes semiconductors/electronics, cleantech, robotics/automation, metals & machinery, aerospace, space, food & beverage manufacturing and other advanced manufacturing	<ul style="list-style-type: none">• At the work session on September 17th Council indicated their support for the list of traded sector target industries.
Marketing approaches for available property	Develop targeted marking materials either online or hard copies	<ul style="list-style-type: none">• Economic Development has worked extensively with property owners/developers to assemble site marketing materials which are regularly used to market available properties.



Pillar I: Economic Development

Deliverables

Continue Revitalization of Old Town by Exploring Tools that Encourage it's Distinctive Character	Smart Goals	Update
Complete Old Town Strategic Plan	Complete an Old Town Strategic Plan that may include: Old Town code update, vision for Cannery PUD, develop distinct branding, among others	<ul style="list-style-type: none">• The City entered into a contract with First Forty Feet.• Work sessions were held on October 1st and October 29th to seek early direction on this work.• PAC and TAC Committees established by resolution.• Stakeholder meeting held with Main Street on October 29th.



Pillar I: Economic Development

Deliverables

Encourage Balancing of Sherwood's Tax Base	Smart Goals	Update
Create annexation policies and processes to manage our growth as it relates to infrastructure, school capacity, and long-term community needs	Adopt new annexation policy in 2024 and implement on ongoing basis	<ul style="list-style-type: none">• Draft code reviewed by Council through work sessions.• Legislative update will occur in 2025.
Target Metrics for Jobs/Housing balance	Identify goals and benchmarks for ratio of commercial / industrial to residential assessed property values	<ul style="list-style-type: none">• Not started.
Bring Jobs to Sherwood that Provide Wages that Allow People to Live and Work in Sherwood	Smart Goals	Update
Undertake analysis identifying industries in Portland area with higher than median household income	Evaluate highest paying industries in region that match Sherwood's land supply. Attract companies within higher paying industries.	<ul style="list-style-type: none">• Staff prepared a report on the highest paying industries in the Metro region and presented that report during the work session on September 17th.



Pillar II: Infrastructure

Deliverables

Build Key Pedestrian Connectors	Smart Goals	Update
Between Sherwood East and West: Construct pedestrian bridge over highway 99	Substantial Completion in September 2025; Overall completion January 2026	<ul style="list-style-type: none">• Construction is underway and on track for substantial completion at the end of September 2025.• The first bridge section is set to be placed in February 2025.
Cedar Creek Pedestrian Wildlife Undercrossing:		<ul style="list-style-type: none">• Undercrossing project is not funded.• Staff is continuing to pursue grant funding.
<ul style="list-style-type: none">• Update flood plain maps	Project to include adoption of new FEMA-FIRM maps in FY 25-26.	<ul style="list-style-type: none">• Project started October 2024 and will take 18-24 months to complete.
<ul style="list-style-type: none">• Pursue State and Federal grant opportunities	Ongoing	<ul style="list-style-type: none">• Metro approved project and staff is authorized to apply for funds to design & construct the Cedar Creek Trail to SW Roy Rogers Rd.



Pillar II: Infrastructure

Deliverables

Continue to Invest in Sherwood Broadband Utility as an Important Infrastructure for Sherwood and Beyond	Smart Goals	Update
Complete Sherwood Broadband Fiber to the home build out	Benchmarks include homes passed, mainline installed, service drops installed, customers signed up and support cases.	<ul style="list-style-type: none">Completed 10th neighborhood.FTTH project is now 40% complete of single-family residential addresses.Over 3,000 homes have SBB available to them.
Develop shovel ready fiber expansion projects	Pursue grant requests with State and Federal Funding/Grants for broadband.	<ul style="list-style-type: none">Evaluating areas and looking for partners for potential BEAD grant application. The BEAD program is expected to open in the coming months.
Continue Steps to Develop New Public Works Facility	Smart Goals	Update
Identify funding sources	Pursue State and Federal Funding/Grant Opportunities	<ul style="list-style-type: none">Staff continues to investigate opportunities.
Design for Brownfields clean up project	Identify needs and funding sources for clean up	<ul style="list-style-type: none">Awarded \$5 million EPA grant.Final Work Plan was submitted to EPA in September 2024 and on track for approval in December 2024.



Pillar II: Infrastructure

Deliverables

Undertake Important Facility and Infrastructure Master Plans	Smart Goals	Update
Update 2014 Transportation Master Plan	Start October 2024 with an approximate completion date of September 2026.	<ul style="list-style-type: none">• Consultant contract awarded on 10/1/2024.• This is a two year project.
Update 2015 Water Master Plan	Start July 2026 (budget pending)	<ul style="list-style-type: none">• Not started.• Will identify deficiencies and recommended water facility improvements, estimate future water requirements, updated City's capital improvement program and evaluate City's existing water rates and SDCs
Update 2016 Storm Master Plan	Start July 2025 with approximate completion of January 2027 (budget pending)	<ul style="list-style-type: none">• Not started.• Project will begin with Sanitary Master Plan project below next FY25-26. S
Update 2016 Sanitary/Sewer Master Plan	Start July 2025 with approximate completion of January 2027 (budget pending)	<ul style="list-style-type: none">• Not started.• Project will begin with Storm Master Plan project above next FY25-26.



Pillar II: Infrastructure

Deliverables

Undertake Important Facility and Infrastructure Master Plans	Smart Goals	Update
Continue with high quality pavement condition as judged by the Pavement Condition Index (PCI) score	Maintain PCI of 80 for City streets	<ul style="list-style-type: none">• Slurry seal has been completed for the 2024/25 fiscal year.• Spring 2025 paving of Edy Road, from Terrapin to Houston.• Current Pavement Condition Index Rating (PCI) is 84
Asset Management Plans	Maintain asset plans for Parks, Facilities, and Fleet	<ul style="list-style-type: none">• Identified items to be replaced in asset management plans will be completed in 2024/25 budget.
Implementation of ADA Transition Plan Recommendations	<p>Replace 12 ADA ramps Spring 2025.</p> <p>Implement phasing of ADA Transition Plan throughout Sherwood.</p>	<ul style="list-style-type: none">• To date 11 ADA ramps have been completed with our 2024/25 street maintenance projects (Sunset Blvd/Timbrel)• 2024/25 budget allocates \$100k to upgrade ADA ramps identified in ADA transition plan.



Pillar III: Livability & Workability

Deliverables

Age Friendly Community Initiative	Smart Goals	Update
Recognition for Age friendly businesses	Work in coordination with Chamber of Commerce to identify criteria	<ul style="list-style-type: none">Developing a "How to" workbook and an "Informational" brochure in coordination with the Chamber of Commerce
Work to Improve the Interconnectivity and Walkability of the Trail Systems	Smart Goals	Update
Construction of feeder Trail from Sherwood Blvd. to Cedar Creek Trail	Completion Summer 2024	<ul style="list-style-type: none">Project was completed and open for public use in October 2024.
Pursue State and Federal grant opportunities	Funding for Cedar Creek Trail Phase II	<ul style="list-style-type: none">Segments 2 & 3 have been submitted to Metro to be included on a short list of shovel-ready projects for federal funds.



Pillar III: Livability & Workability

Deliverables

Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs	Smart Goals	Update
Assess and Monitor housing diversity by type, track progress as possible	Staff to review possible ways to inventory housing types within Sherwood	<ul style="list-style-type: none">Annual housing report was shared during a work session in January 2024. A new annual report will be produced in the first quarter of 2025.
Outreach to development community to discuss industry trends	Staff will set up discussions with key developers/builders to learn about industry trends and their impact on Sherwood	<ul style="list-style-type: none">Outreach recommended prior to Master Planning Sherwood West to ensure code results in housing production.
Actively participate, as needed, with legislature and rule making communities	Continue work with lobby consultant	<ul style="list-style-type: none">Staff will actively participate in 2025 session and rulemaking for previous legislative sessions.



Pillar III: Livability & Workability

Deliverables

Invest in Community Enhancements and Art	Smart Goals	Update
Continue investments by Public Art Fund (TLT Funding)	Update Public Art Master Plan to include funding model	<ul style="list-style-type: none"> 33.33% of restricted TLT funds are dedicated to public art.
Staff to develop programs identifying and prioritizing different investments in civic art	Identify an annual art project that may include interactive arts, large art, aesthetic treatments in targeted areas (old town), arts grant program, commercial design standards, art showings	<ul style="list-style-type: none"> Artist continues work on Oregon Street Roundabout Art. Pads to be installed this month (weather depending).
Invest in Parks and Public Gathering Spaces	Smart Goals	Update
Design concepts for single-story flex building on lot in front of Arts Building	Re-evaluate Cannery PUD and Old Town Overlay	<ul style="list-style-type: none"> Engaging consultant to work on this as part of Old Town Strategic Plan.
Acquire park land in Sherwood West area	Identify appropriate land for trails, passive and active parks	<ul style="list-style-type: none"> Meeting with relators regularly to review available property and discuss strategy.



Pillar IV: Public Safety

Deliverables

Continue Police Career Cycle Planning	Smart Goals	Update
Programs to recruit and retain officers	Conduct comps and research into other agency hiring bonuses and PTO based on Law Enforcement Service for Laterals.	<ul style="list-style-type: none"> Continue outreach methods to include a variety of online job boards/creative job postings to reduce barriers to apply. Use of LinkedIn Pro for proactive recruitment and Social Media.
Collaborate with School District on Efforts that Enhance the Safety and Security of Sherwood Youth	Smart Goals	Update
Work with SSD on Safe Route to school program	Focus on crosswalk safety at Middleton Elementary School (pending funding)	<ul style="list-style-type: none"> Staff applied for grant for improvements to Sunset Blvd. Project has moved to Phase 2 for review/approval. Expect to be notified in Nov 2024. Applied for and received MISTP funding for Sherwood's share-\$38k.
Maintain successful School Resource Officer program	Continue to allocate funding share with school district for SRO's at middle school and high school	<ul style="list-style-type: none"> Met with the new Superintendent and he is supportive of our current SRO program and officer allocation: one at the middle school, and one at the high school and share elementary schools. We will work on producing educational short PSA's throughout the school year.
Enhance school safety	Assist as requested with threat assessment of school facilities and other preventative safety programs	<ul style="list-style-type: none"> SRO's work with schools on assessment along with outside agencies to help determine vulnerabilities and better response.



Pillar IV: Public Safety

Deliverables

Continue Momentum Towards Addressing Mental Health Challenges in the Community	Smart Goals	Update
Involve the community and other Government Partners in the discussion on the importance of Community Wellness and Mental Health Awareness	Utilize County resources	<ul style="list-style-type: none">• Work in progress – continue to identify best outreach methods and community partners.



Pillar IV: Public Safety

Deliverables

Encourage Pedestrian, Bicycle and Driver Safety	Smart Goals	Update
Improve safety on County owned roads in Sherwood and UGB	Develop an Action Plan with County	<ul style="list-style-type: none">• Staff participate in WCCC TAC meetings and track countywide transportation issues that impact Sherwood.
Safety improvements in school zones	Traffic Safety Committee to review and make recommendation to City Council	<ul style="list-style-type: none">• Traffic Safety Committee and Council planning joint work session is schedule on December 17, 2024.• Begin review of Archer Glen school zone.• Purchasing 2 portable speed radar signs to be installed at Sunset/Timbrel.
Enhance Overall Community Safety	Smart Goals	Update
Police Reserve Program	Reserve officers actively involved and present in community events	<ul style="list-style-type: none">• Currently have 4 reserves who ride with officers and assist as needed on calls for service.• Assist with events such as Cruisin' Sherwood, Robin Hood Festival, Home Coming Parade, Halloween in Old Town and Winter Festival.
Use available data to assess community safety	Provide and publish annual reports	<ul style="list-style-type: none">• Working on report for end of year.



Pillar V: Fiscal Responsibility

Deliverables

Pursue, Evaluate and Position the City to Maximize Available Revenue Sources	Smart Goals	Update
Pursue Federal Grants and Monies	Status of grants identified and applied for	<ul style="list-style-type: none">• Awarded \$1M from Representative Salinas.• Award documents submitted to USDA and awaiting funding agreement.• Pursuing State Homeland Grant for cameras within parks and water sites.
Pursue State Grants and Monies	Status of grants identified and applied for	<ul style="list-style-type: none">• Awarded \$45k for evidence van.• Received Notice of Intent to Award for or \$9M. Broadband Deployment Program grant application• Currently negotiating the grant agreement and awaiting funding.
Explore current and prospective revenue opportunities	Evaluate cost allocation, user fees and charges for services	<ul style="list-style-type: none">• This has not been started.



Pillar V: Fiscal Responsibility

Deliverables

Invest in Business Process Improvements to Improve Efficient Service Delivery to Sherwood Residents	Smart Goals	Update
Banking request for proposal	Evaluate potential efficiencies and costs	<ul style="list-style-type: none">This has not been started.
Invest in software enhancements	Complete Financial software upgrade and Building Department implementation (required by January 2025).	<ul style="list-style-type: none">Finance software go live got pushed back a bit due to work on the new Payroll software. CDD software project is still on track for 2025.
Evaluate transaction processing fees	Identify and evaluate city-wide processing fees and transaction policy and procedures for consistency	<ul style="list-style-type: none">In process of implementing 3% transaction fee for use of credit cards.
Organizational assessment of service delivery	Review and evaluate services for improvement and efficiency	<ul style="list-style-type: none">Organizational Assessment project is underway. Expect to be completed Spring 2025.
Identify long term suitable funding model for Library	Identify sources and develop action plan to address potential funding shortages	<ul style="list-style-type: none">The WCCLS Library Funding and Governance Evaluation Project is underway. Staff is engaged and participating.



Pillar V: Fiscal Responsibility

Deliverables

Be Transparent and Proactive in the Regular Reporting of the City's Fiscal Condition	Smart Goals	Update
Quarterly Budget Committee meetings	Revenue and Expense Updates, New Budget Items, Long-Range Forecast	<ul style="list-style-type: none">October meeting re-scheduled for December 5th.
Evaluate Open Gov to ensure its effectiveness as a tool for the City's website	Evaluate if best tool to use (return on investment)	<ul style="list-style-type: none">Current contract expires 12-31-2024. Staff is evaluating ways to eliminate software modules not currently in use.



Pillar VI: Citizen Engagement

Deliverables

Improve Effective Communication to Modernize City-Wide Interaction	Smart Goals	Update
Create new website platform and enhance social media	Implementation of new website	<ul style="list-style-type: none">Project is still on track for completion in June 2025, live testing expected to start in late March 2025.
Utilize modern communication tools (mobile surveys, text messaging) to solicit feedback from residents	Identify improvements/add-ons based on tools available with new website. Continue to refine our marketing and branding materials for industry	<ul style="list-style-type: none">New website and engagement platform will include all these modern tools.
Improve engagement and communication	Continue to refine our marketing and branding materials for industry	<ul style="list-style-type: none">Exploring options for funding communication tools and resources.



Pillar VI: Citizen Engagement

Deliverables

Promote a High Level of Customer-Centric Approach to Citizen Interaction with the City	Smart Goals	Update
Update Citizen Academy Program	Evaluate and improve Citizens Academy with the goal to bring it back in 2025	<ul style="list-style-type: none">• Currently reviewing programs and materials from other municipalities.• Reviewing options for a 2025 Fall program.
Develop a comprehensive approach to doing surveys that enable the organization to improve both the strategy and execution	Implementation of new website	<ul style="list-style-type: none">• New website and engagement platform will include modern features and tools.



Pillar VI: Citizen Engagement

Deliverables

Apply an Organizational Lens of Diversity, Equity, Inclusion and Accessibility When Offering Services and Amenities to our Citizens	Smart Goals	Update
Provide inclusive events and activities for all residents	Establish benchmark for programs, events and activities each fiscal year	<ul style="list-style-type: none"> • Offer year-round programs at the Art Center, Library and the Senior Center, as well as Special Events. • Had very successful turnout for Summer programs.
Engage Youth in Local Government	Smart Goals	Update
Continue development of Youth Advisory Board	Evaluate current program and develop a strategic approach to promoting youth engagement in the Sherwood community	<ul style="list-style-type: none"> • Staff are evaluating different models; hope to have a work session December 17th

Recreational Immunity

Work Session
Sebastian Tapia
11/19/2024



11/19/2024
Date

City Council
Gov. Body

WS
Agenda Item

C
Exhibit #

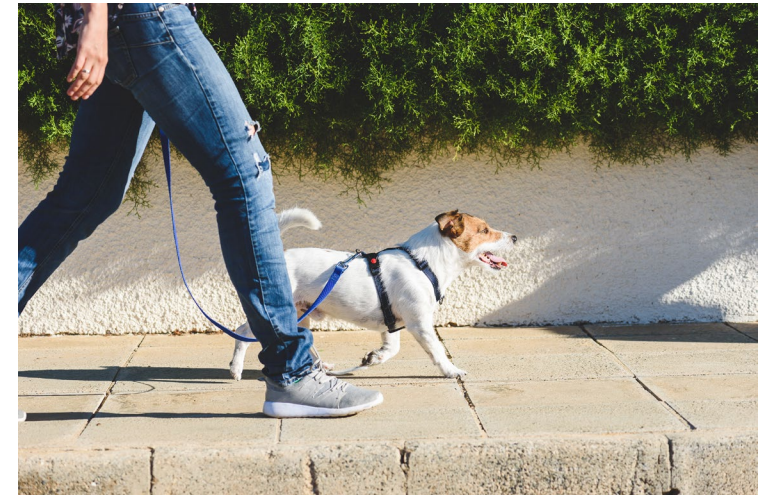
Two Statutes – Recreational Immunity/Public Trail Immunity

- ORS 105.682 - recreational immunity
 - Applies to all cities in the State
 - Limits liability if the principal purpose for entry upon the land is for recreational purposes, gardening, woodcutting or the harvest of special forest products
- ORS 105.668 – immunity for opening trails to the public
 - Applies to Portland and those cities that elect to join by ordinance of resolution
 - Does not consider the purpose of the activity



Fields v. City of Newport

- ORS 105.682 recreational immunity
- *Fields v. City of Newport* held that walking may not be considered “recreation.” 326 Or. App. 764 (2023)
- Temporary fix sunsets in 2025
 - Added walking to definition of recreation
 - Added coverage to improved trails





Recreational Immunity – ORS 105.668

- Cities with population of 500,000 or more and those cities who opt in
- Applies to negligence claims involving the use of trails or use of structures along trails, but does not apply to streets or roads
- Covers employees and city officials
- Applies to landowners who open their land to the public
- Opting-in is recommended by CIS



MURDOCK PARK

2024 Master Plan

11/19/2024
Date

City Council
Gov. Body

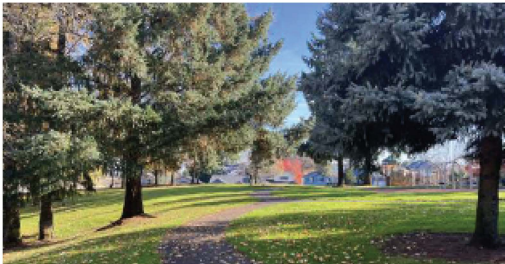
New Business
Agenda Item

D
Exhibit #

Res 2024-074

PROJECT BACKGROUND

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 is important that the plan is not only feasible, but that it is collaborative and firmly rooted in the values and needs of the citizens of Sherwood. This process should result in a design for Murdock Park that is enduring and beloved by the community.



MASTER PLAN PROCESS

The master planning process was divided into three phases of work, which will allow for an iterative design process informed by an understanding of the site and input from the community.

Phase 1: Site Analysis

The intent of Task 1 is to fully understand site opportunities and constraints, identify technical and regulatory issues, and engage the community to develop a clearly defined vision for programming in Murdock Park. This program will serve as the foundation for the next phase of work.

Phase 2: Concept Alternatives

The second phase of work will build upon the technical investigations, site analysis, and community feedback to develop creative design solutions that work within site constraints, respect the project budget, and meet community expectations. This task will see the development of design alternatives and will seek consensus to determine a preferred concept.

Phase 3: Preferred Design

The purpose of phase 3 is to confirm the preferred design approach and refine the plan to ensure that it meets the communities expectations. This plan will serve as the basis for potential future park construction.

PUBLIC FEEDBACK

The master plan process was designed to be collaborative and iterative, ensuring that the work was responsive to feedback received from the community. This design approach was intended to be driven by the community such that the final plan for Murdock Park is a reflection of the needs and desires of the people who will use the park.

Public consultation occurred in each phase of the project, including an open house in phase 1 that focused on understanding the communities goals for the park, an online survey in phase 2 that collected feedback on design alternatives, and an open house in phase 3 to solicit feedback on the master plan.

The City of Sherwood Parks and Recreation Advisory Board was consulted once in each phase to receive additional feedback and to provide guidance on how to proceed with park amenities. Their feedback informed the development of the master plan to ensure that public feedback and City priorities were implemented.

The master plan was reviewed and discussed in two City Council work sessions; once to review the design concepts and again to review the final proposed master plan. This feedback was valuable to ensure that the proposed park improvements considered existing park assets responsibly and that the master plan was aligned with the City's goals.



PREFERRED PLAN



Approved Minutes



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

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:30 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Ketih Mays, Renee Brouse, and Dan Standke. Councilor Doug Scott was absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Planning Manager Sean Conrad, Economic Development Manager Erik Adair, HR Director Lydia McEvoy, Records Technician Katie Corgan, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Consultant Chris Bell with Bell & Associates and Pride Disposal representative Kristin Leichner.

4. TOPIC:

A. Review Solid Waste & Recycling Collection Rates

City Manager Craig Sheldon recapped that Council held a work session in September with consultant Chris Bell with Bell & Associates to discuss solid waste and recycling rates and an additional work session had been deemed necessary. Mr. Bell presented the "City of Sherwood Solid Waste & Recycling Collection Rate Presentation" PowerPoint (see record, Exhibit A) and provided an overview of the adjusted 2023 results on page 2 of the presentation and reported that the return on revenues for residential carts was 2.74%, 4.36% for commercial container, 7.72% for drop boxes, and 4.17% for composite. He noted that Pride Disposal had experienced significant cost increases related to garbage disposal, labor, and trucks/equipment. He reported that Pride had purchased 3.5-4 years of trucks within 18-months, which significantly impacted their financials since the cost could not be spread out as they typically would be. He stated the new collection trucks had an 18-24 month delay for procurement and commented that new trucks would continue to be difficult to procure for the next several years and are more expensive. He explained that this was why the adjusted results were lower than expected. Mayor Rosener asked what the depreciation schedule was for new trucks and Mr. Bell replied that it was seven years across the metro region. Pride Disposal representative Kristin Leichner added that generally, Pride bought 4-5 trucks a year on a regular replacement schedule and explained there were ongoing supply chain issues causing delays in truck deliveries and outlined the truck ordering process Pride followed. Councilor Giles asked why the trucks were so expensive and Mr. Bell explained that the costs had

significantly increased within the last four years, as well as inflation and delays added to the cost of the trucks. Mayor Rosener asked how the cost of the trucks were allocated across Pride's franchises. Mr. Bell explained that the cost of the trucks were allocated across the jurisdictions serviced by Pride, and the amount of hours spent in Sherwood were tracked, and the truck expenses allocated to Sherwood reflected those hours. Councilor Brouse asked if Pride planned on moving towards using electronic trucks in the future. Ms. Leichner replied that Pride had ordered two electric trucks to service residential carts and the trucks were scheduled to arrive in the first quarter of 2025. She noted that the electric trucks were more expensive than the natural gas trucks and commented that they had applied for a PGE grant to help offset the cost, but they did not receive it. She stated that Pride was mindful of communities wanting electric trucks but also aware of the expense of those trucks, so Pride planned to purchase the trucks slowly. Mayor Rosener asked if there was a corresponding drop in Pride's operating costs since electricity was cheaper than diesel right now. Ms. Leichner replied that most of Pride's fleet ran on natural gas, so there was not as much savings compared to diesel, but the electric trucks were supposed to have lower maintenance costs. She commented that there should be some offsetting of the operational costs, but they would not know until the electric trucks were being used. Councilor Mays asked if the electric trucks had a smaller payload capacity and Ms. Leichner replied they were similar. She outlined the field-testing they had utilized when they were looking into purchasing electric trucks. Mayor Rosener asked how much of the rate increase was from the trucks and Mr. Bell replied that he would have to look into that and report back to Council. Mayor Rosener commented that knowing that figure would be helpful to Council when interacting with the community because much of the rate increase was from Metro increasing their fees, which cities had no control over. Mr. Bell provided an overview of the collection and disposal rates that became effective in September 2023 on page 3 of the presentation. He explained that costs from 2023 were projected for 2025 rates and outlined the increases as: 5.7% for residential, 4.7% for commercial, and 3.3% for drop boxes. He outlined the factors which drove the cost increases and stated that driver wages increased by 5.9%, truck repair and maintenance increased by 2.5%, organic waste increased by 8.5%, administrative costs increased by 6%, and truck depreciation increased by 13%. Mayor Rosener spoke on Metro tipping fees and rate increases over the last several years. Mr. Bell provided an overview of the cart collection cost increases on page 6 of the presentation and noted that there was a proposed \$2.22 collection cost increase. Councilor Giles asked regarding operating margin percentages and Mr. Bell explained that when Pride recalibrated their rates, they aimed for a 10% margin and commented that the margin was not guaranteed, and discussion occurred. Mayor Rosener referred to the use of the term "margin" and asked if it referred to revenue minus the cost of goods sold. Mr. Bell replied that depreciation was included but amortization and income taxes were not. Mayor Rosener referred to capital expenditures and investments. Mr. Bell explained that in the garbage industry it was "revenue minus cost of goods sold. And cost of goods sold is disposal, recycling, and franchise fees. And then you have your operational costs that includes the truck, labor, administrative cost, and then that flows down to whatever that amount is, but we don't calculate income taxes." He explained that Pride paid income taxes on the franchise income of \$206,163, and that income tax was not included in the calculation. Mr. Bell provided an overview of the 2025 proposed collection rates on page 7 of the presentation and explained that there were two primary components that drove costs: cost of transfer disposal and the Metro fees and taxes. Mayor Rosener asked how many 6-yard weekly customers there were in Sherwood and Mr. Bell replied that the most popular sizes were 3- and 4-yard weeklies. Mayor Rosener asked that next year customer distribution of services be included in their report. Council President Young referred to the difference in collection costs between carts and yards. Mr. Bell explained that collection costs were allocated on the yard and explained the calculation used. Ms. Leichner added that carts had the same collection rate because it cost Pride the same amount of money in equipment and labor to pick up a 20-gallon cart or a 95-gallon cart. Councilor Standke referred to the 10% increase and the need to "catch up," and asked if in a typical year, if

the rate fell between 8-12%, would it be indexed to a CPI for the region and Mr. Bell replied that was correct. Councilor Standke clarified that Sherwood's code did not guarantee Pride 10% increases every year, it just happened to be around 10% this year. Ms. Leichner added that the data Mr. Bell used for the report was for the 2023 calendar year, so the rates were a delayed reaction. She said that Pride's costs had increased significantly in 2023 due to inflation, and their rates were based off of 2023 numbers not 2024 numbers. Mayor Rosener spoke on Metro's use of solid waste rates to subsidize the losses to their other businesses, such as the Expo Center. He reported that Metro had recently expanded their RWAC (Regional Waste Advisory Committee) to allow more people to serve on the committee. Mayor Rosener reported that he would serve on the board and Ms. Leichner stated that she had also been chosen to serve on the board. Mr. Bell provided an overview of medical collection rates on page 8 of the presentation. He explained that medical waste that needed to be incinerated now had to be transported to Texas because the Oregon and Washington incineration facilities had gone out of business. He explained that this change was the reason for the large increase in rates for medical waste. Ms. Leichner clarified that Pride subcontracted out their medical waste collection to Trilogy, and Pride was responsible for the reporting and the franchise fees. She clarified that none of the medical waste services were subsidized by other services Pride offered. City Manager Sheldon stated that some commercial rates were not included in the resolution that was to be presented at the regular session following this meeting and explained Mayor Rosener would request to remove the resolution from the agenda. He noted that the resolution would be moved to the December 3rd City Council meeting.

B. City Council Goals Update

City Manager Sheldon presented the "Sherwood City Council Goals 2024-2025 Update" PowerPoint presentation (see record, Exhibit B) and explained that staff wished to provide a more detailed update to Council. He noted that a work session to discuss the Youth Advisory Board would be scheduled for the end of December. Assistant City Manager Kristen Switzer outlined the six pillars of Council goals as: Economic Development, Infrastructure, Livability & Workability, Public Safety, Fiscal Responsibility, and Citizen Engagement. She provided an overview of the goals and deliverables for Pillar 1: Economic Development on pages 3-6 of the presentation. City Manager Sheldon referred to the deliverable of "Clarify infrastructure required and financial approach for targeted sites," Ice Age Drive, and Business Oregon loans. He explained an application had been submitted in October and the city would be informed of the outcome in February. He referred to property acquisitions in Ice Age Drive and stated a work session would be scheduled for December because ODOT required a \$18 million downpayment by January 13th. He explained if the bidding deadline was missed, they would have to wait until March, which would put the project on the summer schedule. Assistant City Manager Switzer referred to the deliverable of "Identify target industries that will realistically offer diverse economy in Sherwood" and asked if Council wanted to discuss this more, have it come back as a resolution, or were they happy with staff moving forward. Council comments were received that they were happy to have staff move forward, and no further work session or resolution was necessary. Mr. Sheldon referred to the deliverable of "Target Metrics for Jobs/Housing balance" and commented that this was an ongoing conversation with staff and would be affected by the expansion of the UGB via Sherwood West. Mayor Rosener spoke on a new bill for cottage clusters from Governor Kotek which could impact this deliverable. Ms. Switzer provided an overview of the goals and deliverables for Pillar 2: Infrastructure on pages 7-10 of the presentation. Mayor Rosener referred to the pedestrian bridge and the nearby power and data lines and asked for an update. Mr. Sheldon replied that staff were currently working with PGE to resolve that issue. Assistant City Manager Switzer referred to the Cedar Creek Pedestrian Wildlife Undercrossing deliverable of "Pursue State and Federal grant opportunities" and explained that Metro had approved the

project and staff was authorized to apply for funds to design and construct the Cedar Creek Trail to SW Roy Rogers Rd. Mayor Rosener asked if that included funding for the undercrossing and Ms. Switzer replied that it did not. He referred to the Cedar Creek Trail and stated that the last section was federalized, which came with many requirements that increased the project's costs. He asked if the new section could be structured to avoid those costs but still deliver a quality trail. Discussion regarding Sherwood's road CPI scores occurred. Mr. Sheldon replied that the city typically spent \$650,000-\$750,000 a year in pavement management. Ms. Switzer provided an overview of the goals and deliverables for Pillar 3: Livability & Workability on pages 11-13 of the presentation. Councilor Giles referred to the deliverable of "Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs" and commented he would like to rework this deliverable at Council goal setting in January to make the ADU process more streamlined and discussion regarding HOAs occurred. Council President Young asked how public art was being funded and Assistant City Manager Switzer explained that it was funded from the Transient Lodging Tax. She provided an overview of the goals and deliverables for Pillar 4: Public Safety on pages 14-16 of the presentation. Mayor Rosener referred to the Safe Routes to School program deliverable and asked what the plan was if MSTIP funding was not awarded. City Manager Sheldon replied that if MSTIP funds were not awarded, using some of the traffic capital or street capital replacement funds to pay for the program was a potential option. Discussion regarding ways to measure success for the deliverable of "Continue Momentum Towards Addressing Mental Health Challenges in the Community" occurred. Councilor Giles suggested having a city webpage dedicated to compiling county mental health resources available to the public. Mayor Rosener stated that Metro needed to reauthorize the supporting housing services tax and there were ongoing conversations about giving direct allocations to cities to implement their own solutions versus county-wide solutions. Assistant City Manager Switzer provided an overview of the goals and deliverables for Pillar 5: Fiscal Responsibility on pages 17-19 of the presentation. City Manager Sheldon referred to the \$45,000 awarded for the evidence van and noted that more money would be needed to purchase the van and stated it may be feasible to utilize opiate money as well as DEA money. Council President Young asked where the \$45,000 came from and Mr. Sheldon replied it was a Homeland Security grant. Mayor Rosener stated that Hillsboro no longer wanted to be a lead agency for cooperative buying and commented that there were a lot of vehicles Sherwood could use to set up its own program in partnership with other agencies so Sherwood could continue to get the price breaks. Ms. Switzer provided an overview of the goals and deliverables for Pillar 6: Citizen Engagement on pages 20-22 of the presentation. Councilor Giles spoke on the need to provide multiple avenues for information to circulate in the community in order to reach as many people as possible. Discussion regarding tracking progress on Council's goals and deliverables occurred and Council stated they preferred this format for Council goal updates moving forward.

C. Recreational Immunity

Interim City Attorney Sebastian Tapia presented the "Recreational Immunity" PowerPoint presentation (see record, Exhibit C) and explained that the city's insurance provider CIS was encouraging cities to opt into a statute concerning immunity protection for cities. He explained that because cities opened up their trails, people using those trails could be injured and they may choose to sue the city. He reported that there were two statutes, one applied to all cities, and the other required cities to opt in. Mayor Rosener provided background and explained that there was a lawsuit where a person claimed that they were not using the trail for recreation as they were using it to get to work and that person was awarded damages. Mr. Tapia explained that ORS 105.682 focused on activities for recreational purposes and ORS 105.668 did not look at the purpose of the activity, it only asks if the trail was open to the public. He noted that ORS 105.668 required cities to opt in and explained that he would present an ordinance to Council in December to codify this choice.

He referred to the Fields v. City of Newport lawsuit and explained that there were temporary fixes in place which would sunset in 2025. He outlined that ORS 105.668 applied to cities with a population of 500,000 or more and cities who chose to opt in via resolution or ordinance. He reported it applied to negligence claims involving the use of trails or the use of structures along trails, but it did not apply to streets or roads. He stated it covered employees and city officials and applied to landowners who opened their land to the public. Mr. Tapia stated that the city's insurance provider recommended that Sherwood opt in. Councilor Giles asked if "trail" was defined and referred to paved trails versus unpaved trails. Mr. Tapia explained that it was a difference between "improved" trails and "unimproved" trails and each statute covered a different type. He clarified the first statute applied to improved trails and the second statute applied to unimproved trails but also included structures. Interim City Attorney Tapia stated that there was no downside or costs associated with opting in.

5. ADJOURN

Mayor Rosener adjourned the work session at 6:49 pm and convened a regular session.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:01 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Taylor Giles, Ketih Mays, Renee Brouse, and Dan Standke. Councilor Doug Scott was absent.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, Interim City Attorney Sebastian Tapia, Community Development Director Eric Rutledge, Interim Public Works Director Rich Sattler, IT Director Brad Crawford, Finance Director David Bodway, Police Chief Ty Hanlon, Planning Manager Sean Conrad, Economic Development Manager Erik Adair, HR Director Lydia McEvoy, Arts Center Manager Chanda Hall, Building Official Jared Bradbury, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCIL PRESIDENT YOUNG TO REMOVE THE PUBLIC HEARING ITEM RESOLUTION 2024-075, ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES FROM THE AGENDA AND MOVE IT TO THE DECEMBER 3RD CITY COUNCIL MEETING. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR SCOTT WAS ABSENT).

Mayor Rosener addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of October 15, 2024, City Council Meeting Minutes**
- B. Resolution 2024-073, Authorizing the City Manager to sign a Union Contract with the Sherwood Police Sergeants' Association**

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

Mayor Rosener addressed the next agenda item.

6. CITIZEN COMMENT:

Sherwood resident Judy Silverforb came forward and provided information on the Friends of the Center for the Arts. She reported that the group was formed in 2015 to bring together individuals in groups and organizations to support and enhance the programs and activities at the Sherwood Center for the Arts. She provided an overview of the events the Friends of the Center for the Arts had hosted since 2015 and stated that they sought scholarships, sponsorships, grants, and donors in order to provide production assistance grants for local and regional organizations that provided events at the Center for the Arts. She reported that the Friends of the Center for the Arts also provided scholarships for children and adults to take classes at the Arts Center.

Friends of the Center for the Arts President Robyn Folsom came forward and reported February 28, 2025 would be the 10-year anniversary for the Center for the Arts. She provided an overview of the planned events to celebrate the Center's 10th anniversary throughout 2025. She outlined that they were working on a community art project that would allow citizens to participate and would be unveiled at their gala in September. She invited Council to participate in as many events as possible. She spoke on her experience watching plays at the Sherwood High School auditorium. She stated that the Friends of the Center for the Arts would like to rename the main hall inside the Arts Center as the Meara Boughey Theater, a previous Sherwood resident who had passed away from cancer in 2023 while pursuing her theater career in New York. Ms. Folsom stated that Meara "truly embodies the spirit of the journey of the arts that has been taken in Sherwood" and to rename the theater after her would allow Meara's legacy to continue by "inspiring generations with her story" and would be incredibly meaningful to the Sherwood theater community. She stated that this would incur no cost to the city and the Friends of the Center for the Arts would work closely with city staff. She stated that she would provide Council with a proposal (see record) and additional information. Mayor Rosener commented that he and Council were in favor of the idea and stated that the idea needed to be presented to the Cultural Arts Commission so they could make a formal recommendation to Council.

Sherwood resident Dave Sweeney came forward and stated he supported naming the Arts Center's main hall the Meara Boughey Theater. He spoke on his experiences watching Ms. Boughey in Sherwood theater productions and her impact on the Sherwood community. He commented that "nobody...has done more for the arts in this community" than Ms. Folsom and he proposed naming the Sherwood High School theater after her.

Mayor Rosener addressed the next agenda item.

7. NEW BUSINESS:

A. Resolution 2024-074, Adopting the Murdock Park Master Plan

Interim Public Works Director Rich Sattler presented the "Murdock Park 2024 Master Plan" PowerPoint

presentation (see record, Exhibit D) and provided background on the project. He reported staff had worked with a consultant over nine months to determine project phasing. He stated that Phase 1 was site analysis, which led to the creation of concept alternatives in Phase 2. He reported that an open house was held for the Master Plan as well as an online survey. He stated that a meeting to determine the preferred concept plan was held on September 24th and reported that the Parks and Recreation Advisory Board had been consulted during each phase and two Council work sessions had been held. He asked that Council approve the Murdock Park Master Plan and provided an overview of the preferred plan on page 3 of the presentation. He clarified there was only enough funding to complete the master plan process and more funds would be included in next year's budget to start implementing some of the planned improvements. He stated that there were some state grant funding opportunities via the Oregon Parks and Recreation Department and noted that staff would pursue those opportunities. Mayor Rosener spoke on the need for projects to be properly planned for in order to prepare for grant readiness. Councilor Mays stated he supported the Murdock Park Master Plan project. Councilor Brouse asked if it could be determined where the majority of survey respondents lived in relation to Murdock Park. Interim Public Works Director Sattler replied that he did not have that information, but the open house was held near Murdock Park in the hopes nearby residents would attend. Mayor Rosener asked for a motion from Council.

MOTION: FROM COUNCIL PRESIDENT YOUNG TO ADOPT RESOLUTION 2024-074, ADOPTING THE MURDOCK PARK MASTER PLAN. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0; ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR SCOTT WAS ABSENT).

Mayor Rosener addressed the next agenda item.

8. PUBLIC HEARING:

A. Resolution 2024-075, Adjusting Solid Waste and Recycling Collection Rates

Mayor Rosener noted that the public hearing for this item was moved to the December 3rd City Council meeting.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

Police Chief Ty Hanlon reported that the Sherwood Police Department would partner with Portland Cars & Coffee on December 14th at Langer's Entertainment Center to collect toys for the holiday season.

Community Development Director Eric Rutledge introduced new Building Official Jared Bradbury. Mr. Rutledge provided background and reported that Mr. Bradbury joined Sherwood from Newberg and spoke on Mr. Bradbury's certifications. Mr. Bradbury spoke on his excitement to join the City of Sherwood as the new Building Official. Council welcomed Mr. Bradbury to Sherwood.

Community Development Director Rutledge introduced new Economic Development Manager Erik Adair. Mr. Rutledge provided background, spoke on the recruitment process, and reported Mr. Adair was already meeting with local businesses. Mr. Adair provided background and reported he and his family moved to Sherwood from Olympia, Washington and he had twenty years of experience in business development, international trade and sales, and helping businesses expand and grow. He stated he was excited to join the

City of Sherwood. Council welcomed Mr. Adair to Sherwood.

Mayor Rosener addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Standke reported that the Planning Commission did not meet and stated that they would not meet until January. He spoke on his experience attending a play at Sherwood High School with his son's class.

Councilor Mays reported on his attendance at the most recent Cultural Arts Commission meeting and spoke on upcoming cultural events.

Councilor Brouse reported she was unable to attend the Veterans Day event at the Arts Center and shared a personal story. She reported that the Senior Advisory Board did not meet, and she would be unable to attend their next meeting in December. She reported she would attend the upcoming WEA meeting as well as a housing forum meeting in Washington County.

Councilor Giles reported that the library was a gift and needs donation drop off location and urged residents to drop off gifts this holiday season as well as make donations to the annual food drive. He reported that the WCCLS was currently exploring sustainable long-term funding sources for libraries. He spoke on the importance of children experiencing live theater.

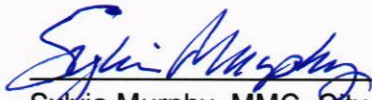
Council President Young spoke on the Sherwood SHARE Center's Gifts & Needs Drive event. She spoke on her attendance at the Veterans Day event at the Arts Center. She attended the most recent Chamber of Commerce breakfast event. She attended the WCCC meeting in Mayor Rosener's absence.

Mayor Rosener reported on his attendance at the National League of Cities event. He reported that the Pirates of Pinehurst event raised over \$15,000 for the Sherwood Education Foundation. He reported that Council would review Council Rules and Council liaison assignments in January.

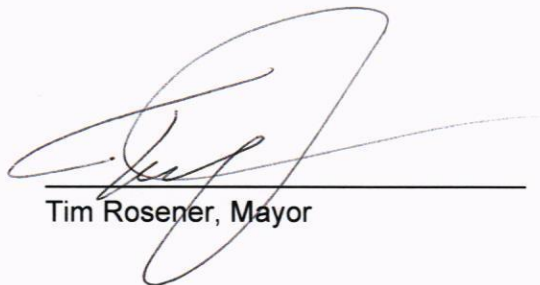
11. ADJOURN:

Mayor Rosener adjourned the regular session at 7:42 pm.

Attest:



Sylvia Murphy, MMC, City Recorder



Tim Rosener, Mayor